Table of Contents

Agenda 5

III-1. 2015 State Legislative Agenda.

Agenda Report No. III-1 14

Issue List 15

III-2. Water and Sewer Rate Increases.

Agenda Report No. III-2 17

Ordinance No. 49-911 OPTION 1 19

Ordinance No. 49-911 OPTION 2 29

Ordinance No. 49-912 OPTION 1 39

Ordinance No. 49-912 OPTION 2 46

IV-1. Appeal of Historic Preservation Board Denial of Demolition of McClinton Grocery Store, 1201 E. 12th Street. (District I)

Agenda Report No. IV-1 53

Draft Minutes 54

IV-2. 2015 Grants Review Committee Appointments.

Agenda Report No. IV-2 56

Grants Review Committee Nominees 57

IV-3. Citizen Participation Plan Revisions.

Agenda Report No. IV-3 58

Revised Citizen Participation Plan 59

IV-4. Preliminary Funding Recommendations for the 2015-2016 Consolidated Plan Second Program Year Action Plan.

Agenda Report No. IV-4 64

Preliminary 2015-2016 ConPlan Spreadsheet 67

IV-5. Ordinance Appropriating the 2015 Budget, Ratifying the Payment of Claims Against the 2014 Budget.

Agenda Report No. IV-5 76

Ordinance No. 49-902 77

IV-6. 2015-2017 Fraternal Order of Police (FOP) Memorandum of Agreement.

Agenda Report No. IV-6 78

FOP Contract - 2015-2017 (Draft 11-25-14) 80

IV-7. Year-End Salary and Classification Ordinances.

Agenda Report No. IV-7 132

Delineated Exempt Class Ordinance Appendix 134

Delineated Nonexempt Class Ordinance 137

Ordinance No. 49-903 142

Ordinance No. 49-904 145

Ordinance No. 49-905 149

Ordinance No. 49-906 154

IV-8. Agreement between Kansas Gas and Electric Company d/b/a Westar Energy and City of Wichita for Renewal of Franchise Agreement Addressing the Right to Construct, Operate and Maintain Electric Transmissions.

Agenda Report No. IV-8 167
Franchise Agreement 168
IV-9. St. Francis and Commerce between Waterman and Kellogg. (District I)
Agenda Report No. IV-9 192
Resolution No. 14-354 194
Budget Sheets 196
IV-10. Request for Honorary Over-Naming of a section of West Pine Street. (District VI)
Agenda Report No. IV-10 198
Proposal Street Naming 200
IV-11. North Industrial Corridor (NIC) Redevelopment District – Tax Increment Financing Extension Ordinance. (Districts I and VI)
Agenda Report No. IV-11 202
Ordinance No. 49-910 204
(10:00 a.m. or soon thereafter)
Agenda Report No. IV-12 206
Ordinance No. 49-901 207
Resolution No. 14-370 215
Declaration of Emergency 273
II-1. Report of Board of Bids and Contracts dated December 8, 2014.
Agenda Report No. II-1 274
II-3a. Preliminary Estimates.
Agenda Report No. II-3a 335
II-4a. Petition for Improvements to USD 259 Fourth Addition. (District II)
Agenda Report No. II-4a 339
Resolution No. 14-355 340
Supporting Documents 343
II-5a. Community Events - Ballet Wichita Nutcracker Student Matinees. (Districts I and VI)
Agenda Report No. II-5a 350
II-6a. Hold Harmless Agreement, Easement Encroachment. (District IV)
Agenda Report No. II-6a 351
Agreement 352
II-7a. Supplemental Design Agreement for Improvements to the 37th Street North and Hillside Intersection. (District I)
Agenda Report No. II-7a 355
Agreement 356
II-7b. Supplemental Design Agreement for Improvements to K-96 and Hoover. (District VI)
Agenda Report No. II-7b 360
Supporting Documents 362

II-8a. Change Order No. 3 for 135th Street West, Maple to Central. (District V)
Agenda Report No. II-8a and Change Order 366
II-9. 2015 and 2016 Kansas Night Time Seat Belt Enforcement Program.
Agenda Report No. II-9 369
Completed Application 370
II-10. Construction Funding for Improvements to Amidon, 21st to 29th Streets North. (District VI)
Agenda Report No. II-10 379
Resolution No. 14-356 380
Map 382
II-11. 2015 Reconstruction or Rehabilitation of Aged Sanitary Sewers (S-4) and Water Mains Replacement or Relocation (W-67).
Agenda Report No. II-11 384
Resoluiton No. 14-357 385
NOI 2015 W-67 387
Resolution No. 14-358 388
NOI 2015 S-4 390
II-12. City Facility Roof Replacements.
Agenda Report No. II-12 391
Resolution No. 14-359 392
Budget Sheet 394
II-13. Payment for Settlement of Litigation.
Agenda Report No. II-13 395
II-14. 2014-2015 First Program Year Action Plan Amendment.
Agenda Report No. II-14 396
2014-2015 Action Plan Amendment Spreadsheet 398
MOU Public Works D.I Sidewalks. 402
MOU Public Works D.IV Streets 422
MOU Park and Recreation-Friendship Park. 442
II-15. HOME Program - Housing Development Loan Program Funding. (District III)
Agenda Report No. II-15 460
Housing Development Loan Program Funding 462
II-16. HOME Program Funding Agreement Amendment - 2013 Boarded-up House Program. (District I)
Agenda Report No. II-16 494
Boarded Up Housing Funding Agreement Amendment. 495
II-17. Skywalk Improvements to the Market Street Parking Garage. (District I)
Agenda Report No. II-17 502
Resolution No. 14-360 503
Across Street 505
Displys 506
Sky Walk 507

Street Birds Eye 508

II-18. Second Reading Ordinances.

Agenda Report No. II-18 509

II-19. *ZON2014-00024 – Request for a Zone Change from General Office and Multi-Family Residential to General Commercial on Property Generally Located Southwest of Topeka and Murdock Avenue. (District VI)

Agenda Report No. II-19 512

Ordinance No. 49-907 514

ZON2014-00024 Background Information 516

II-20. *ZON2014-00025 and CUP2014-00032 – Zone Change from SF-5 Single-family Residential and General Office to Limited Commercial and Community Unit Plan Amendment DP-7 to Create New Parcels, Add Uses and Redistribute Development Standards on Property Located Northwest of the Intersection of North 21st Street West and North Amidon Avenue. (District VI)

Agenda Report No. II-20 522

Ordinance No. 49-908 525

ZON2014-00025 and CUP2014-00032 Background Information 527

II-21. *SUB2013-00034 -- Plat of The Waterfront Seventh Addition located North of 13th Street North, East of Webb Road. (District II)

Agenda Report No. II-21 533

Supporting Documents 535

Ordinance No. 49-909 548

Resolution Nos. 14-361 to 14-369 549

II-22. *Board Resolution Approving 2015 Project-Based Budget.

Agenda Report No. II-22 569

Supporting Document 570

II-23. *2015 Payment Standards – Section 8 Housing Choice Voucher Program.

Agenda Report No. II-23 571

II-24. *WAA Report of Board of Bids and Contracts dated December 8, 2014.

Agenda Report No. II-24 572

REVISIONS:
ADDITION OF WAA BOARD OF BIDS ITEM II-24
PULLED, CONSENT ITEM II-10

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. December 9, 2014

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on December 2, 2014

AWARDS AND PROCLAMATIONS

-- Special Musical Presentation:

Wichita Trinity Academy Madrigals

-- Special Award:

Special award from United Way of the Plains for the City of Wichita

I. PUBLIC AGENDA

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

1. Ben Lee - Gangs, guns, and violence.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 24)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. 2015 State Legislative Agenda.
(Deferred December 2, 2014)

RECOMMENDED ACTION: Approve the 2015 Legislative Agenda.

2. Water and Sewer Rate Increases.
(Deferred December 2, 2014)

RECOMMENDED ACTION: Adopt Option 1 or Option 2 and approve the associated ordinances.

IV. NEW COUNCIL BUSINESS

1. Appeal of Historic Preservation Board Denial of Demolition of McClinton Grocery Store, 1201 E. 12th Street.
(District I)

RECOMMENDED ACTION: Find there are no "prudent and feasible alternatives" to the demolition of McClinton Grocery Store located at 1201 E. 12th Street and overturn the denial of HPC2014-00049.

2. 2015 Grants Review Committee Appointments.

RECOMMENDED ACTION: Approve appointments for the 2015 Grants Review Committee and authorize the City Manager to appoint replacement(s) in the event that an appointee is unable to serve.

3. Citizen Participation Plan Revisions.

RECOMMENDED ACTION: Approve the revisions to the Citizen Participation Plan and authorize staff to submit it to HUD as an amendment to the 2014-2018 Consolidated Plan.

4. Preliminary Funding Recommendations for the 2015-2016 Consolidated Plan Second Program Year Action Plan.

   RECOMMENDED ACTION: Close the public hearing, and approve the preliminary funding recommendations for the 2015-2016 Second Program Year Action Plan.

5. Ordinance Appropriating the 2015 Budget, Ratifying the Payment of Claims Against the 2014 Budget.

   RECOMMENDED ACTION: Approve first reading of the ordinance and authorize the necessary signatures.

6. 2015-2017 Fraternal Order of Police (FOP) Memorandum of Agreement.

   RECOMMENDED ACTION: Approve the proposed 2015-2017 Memorandum of Agreement between the City and the Fraternal Order of Police Lodge #5.

7. Year-End Salary and Classification Ordinances.

   RECOMMENDED ACTION: Adopt the ordinances and place on first reading and approve the ratification of the SEIU wage reopener.

8. Agreement between Kansas Gas and Electric Company d/b/a Westar Energy and City of Wichita for Renewal of Franchise Agreement Addressing the Right to Construct, Operate and Maintain Electric Transmissions.

   RECOMMENDED ACTION: Approve the agreement, approve the ordinance and authorize the Mayor to sign.

9. St. Francis and Commerce between Waterman and Kellogg. (District I)

   RECOMMENDED ACTION: Approve the design concept and revised budget, waive City Council Policy No. 2 regarding the use of project savings, adopt the resolution, and authorize the necessary signatures.

10. Request for Honorary Over-Naming of a section of West Pine Street. (District VI)

    RECOMMENDED ACTION: Approve the waiver and over-naming request to authorize the installation of two "Tony Bove Avenue" street blades at either end of the designated section of West Pine Street.

11. North Industrial Corridor (NIC) Redevelopment District – Tax Increment Financing Extension Ordinance. (Districts I and VI)

    RECOMMENDED ACTION: Approve the NIC TIF Extension Ordinance and authorize the necessary signatures.

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

12. Water and Sewer Utility Revenue Bonds, Series 2014B.

RECOMMENDED ACTION: (1) Award the sale of the bonds subject to approval of the final sizing terms of the bonds by the City Manager, his designee or the Director of Finance; (2) pass the Bond Ordinance on a Declaration of Emergency basis; and (3) adopt the Bond Ordinance and Resolution and authorize the publication of the Bond Ordinance.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 24)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated December 8, 2014.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2014	(Consumption off Premises)
Maria S Mercado	La Tapatia Market, LLP***	1958 South Seneca

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

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

3. Preliminary Estimates:
   a. List of Preliminary Estimates.

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Petition for Improvements to USD 259 Fourth Addition. (District II)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.
   a. Community Events - Ballet Wichita Nutcracker Student Matinees. (Districts I and VI)

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

6. Agreements/Contracts:
   a. Hold Harmless Agreement, Easement Encroachment. (District IV)

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

7. Design Services Agreements:
   a. Supplemental Design Agreement for Improvements to the 37th Street North and Hillside Intersection. (District I)
   b. Supplemental Design Agreement for Improvements to K-96 and Hoover. (District VI)

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

8. Change Order:
   a. Change Order No. 3 for 135th Street West, Maple to Central. (District V)

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

9. 2015 and 2016 Kansas Night Time Seat Belt Enforcement Program.

RECOMMENDED ACTION: Approve the application.

10. Construction Funding for Improvements to Amidon, 21st to 29th Streets North. (District VI)

(MOVED TO DECEMBER 16TH PER CITY MANAGER)

11. 2015 Reconstruction or Rehabilitation of Aged Sanitary Sewers (S-4) and Water Mains Replacement or Relocation (W-67).

RECOMMENDED ACTION: Approve the projects, adopt the resolutions, and authorize the necessary signatures.

12. City Facility Roof Replacements.

RECOMMENDED ACTION: Approve the project initiation, adopt the bonding resolution and authorize the necessary signatures.

13. Payment for Settlement of Litigation.

RECOMMENDED ACTION: Authorize payment of $14,000 as full settlement of all possible claims arising out of the events which are the subject of this litigation.

14. 2014-2015 First Program Year Action Plan Amendment.

RECOMMENDED ACTION: Approve the amendment to the 2014-15 First Program Year Action Plan, and authorize the necessary requests for bids, funding agreements, contracts and signatures.

15. HOME Program - Housing Development Loan Program Funding. (District III)

RECOMMENDED ACTION: Approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

16. HOME Program Funding Agreement Amendment - 2013 Boarded-up House Program. (District I)

RECOMMENDED ACTION: Approve the amendment to the funding agreement to extend the project completion period to December 31, 2015 and authorize the necessary signatures.

17. Skywalk Improvements to the Market Street Parking Garage. (District I)

RECOMMENDED ACTION: Approve the revised project scope, adopt the bonding resolution and authorize the necessary signatures.

18. Second Reading Ordinances: (First Read December 2, 2014)
    a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

19. *ZON2014-00024 – Request for a Zone Change from General Office and Multi-Family Residential to General Commercial on Property Generally Located Southwest of Topeka and Murdock Avenue. (District VI)

RECOMMENDED ACTION: Approve the zoning and place the ordinance on first reading (simple majority vote required).

20. *ZON2014-00025 and CUP2014-00032 – Zone Change from SF-5 Single-family Residential and General Office to Limited Commercial and Community Unit Plan Amendment DP-7 to Create New Parcels, Add Uses and Redistribute Development Standards on Property Located Northwest of the Intersection of North 21st Street West and North Amidon Avenue. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone changes and CUP amendments and place the ordinance on first reading (simple majority vote required).

21. *SUB2013-00034 -- Plat of The Waterfront Seventh Addition located North of 13th Street North, East of Webb Road. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

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.

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22. *Board Resolution Approving 2015 Project-Based Budget.

RECOMMENDED ACTION: Adopt the resolution approving the Public Housing Project-Based budget for 2015 and authorize the necessary signatures.

23. *2015 Payment Standards – Section 8 Housing Choice Voucher Program.

RECOMMENDED ACTION: Approve the 2015 payment standards for the Section 8 Housing Choice Voucher Program to be effective on February 1, 2015 for new and relocating clients and effective March 1, 2015 for current clients as determined by their annual recertification dates.

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.

24. *WAA Report of Board of Bids and Contracts dated December 8, 2014.

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

Agenda Item No. III-1

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: 2015 State Legislative Agenda

INITIATED BY: City Manager's Office

AGENDA: Unfinished Business

Recommendation: Approve the 2015 State Legislative Agendas.

Background: Each year, City Departments are asked to submit requests for consideration in the legislative agenda. Those suggestions, along with other issues developed by community partners, are evaluated for inclusion in the agenda. Once approved, the agenda will be published on the City's website, and circulated to the state legislative delegations. Legislative strategies will be developed to secure positive outcomes for the respective agenda.

Analysis: The state agenda contains requests for appropriations and policy actions that relate to municipal practices, public safety, water quality and supply, transportation, and various issues of community-wide interest. The state legislative agenda may be expanded as additional issues evolve before the State Legislature. Legislative action on the state agenda would take place prior to the end of the 2015 state fiscal year on June 30, 2016.

Financial Consideration: None of the state legislative agenda items require a formal commitment of local matching funds beyond existing authorizations.

Legal Consideration: The Law Department has reviewed the legislative agenda. Any necessary contracts and/or memorandums of understanding will be initiated as needed for fulfillment of state funding appropriations and be reviewed and approved as to form by the law department.

Recommendation/Actions: It is recommended that the City Council approve the 2015 Legislative Agenda.

Attachment: Summation of the 2015 State Legislative agenda.

CITY OF WICHITA

PROPOSED 2015 KANSAS LEGISLATIVE AGENDA

ISSUE	SOURCE	CURRENT VERSION	Council Approved	STATUS	
Affordable Airfares	City Manager	Support for funding renewal			
WATC/NCAT	WATC/NCAT Boards	Agency legislative funding request			
Passenger Rail	CM Meitzner	Support of state funding for NEPA study			
Export Promotion	Kansas Global	Support for renewal of KGTS contract			
Individual Development Accounts	Housing	Support for Interfaith Housing Services tax credit proposal			
Water: 50-year state plan	Public Works	Support Equus Beds recognition in state 50-year plan			
Water: Regulatory Remedies	Public Works	PW&U letter to state Ag Dept and Water Office			
Water: Water Plan	Public Works	Support reevaluation of governance, funding of state Water Plan			
Local Control/Home Rule	Council	Support LKM position on home rule authority			
Economic Development	Council	Support continuation of state economic development programs			
Transportation	Council	Support full execution of T-WORKS; oppose redirection of KDOT funding			
Drivers Permit	Mayor Brewer	Bill draft pending			
Disabled Vet Parking	Mayor Brewer	HB2570 (2014)			
Metal Theft	District Attorney	DA draft in process			
Cultural Arts District	Manager	Draft bill from Law `			
DWS Lookback	Law	HB2689 (2014)			

Blight	City Manager	Proposed legislation by Rep. Stan Frownfelter (D-Kansas City)			

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Water and Sewer Rate Increases (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Unfinished Business

Recommendation: Approve the ordinances establishing water and sewer utility rate increases.

Background: The City Council met on December 2, 2014 to consider changes to the water and sewer rates, effective in 2015. A 10-year financial projection was presented that showed potential rate changes through 2024 to support $239 million in sewer capital projects and $378 million in water system improvements. Nearly 40% of the future capital projects are devoted to regulatory compliance and replacement of water and sewer mains. The 2015 rate increases would increase Water Utility revenues by 6% and Sewer Utility revenues by 5%. Combined, these rate adjustments would generate an additional 5.6% of revenue for the two utilities.

Analysis: Two options for rate increases are proposed for consideration and both would gradually close a differential in the charges billed to different customer types. The 2011 Cost of Service Analysis concluded that residential customers paid more than it costs the City to serve them. To address the inequity, the City has proceeded with a five-year period of closing that differential by 2016.

Option 1 would continue that five-year process, meaning that the implementation of cost-based rates would be spread to the rates effective in 2015 and 2016. Option 2 would condense that period, with cost-based rate implementation being completed solely through the 2015 rate increase.

Both options would bring in the same amount of new revenue to support the same level of capital projects. The difference is how individual customers would be affected. With Option 2, residential customers would have a lower increase and businesses would experience a higher increase. However, level increases across all customer classes could be implemented in the following years. Under Option 1, there would be an additional rate adjustment with cost-based rates, meaning that level increases would not likely be implemented until 2017.

Combined Monthly Water & Sewer Bills for 2015					
	Current Bill	Option 1 Current Approach		Option 2 Condensed Approach	
		Bill	Difference	Bill	Difference
Residential					
3,750 Gal.	$37.39	$39.04	**$1.65 | 4.4%**	$38.91	**$1.52 | 4.1%**
7,500 Gal.	$55.32	$58.10	**$2.78 | 5.0%**	$57.96	**$2.64 | 4.8%**
15,000 Gal.	$98.83	$104.62	**$5.79 | 5.9%**	$104.48	**$5.65 | 5.7%**
Commercial					
100,000 Gal.	$513.13	$545.30	**$32.17 | 6.3%**	$549.97	**$36.84 | 7.2%**
Industrial					
10 Million Gal.	$48,163	$51,194	**$3,031 | 6.3%**	$51,276	**$3,113 | 6.5%**

Financial Considerations: Under either Option 1 or Option 2, the Water Fund would receive an additional $5 million in revenue from the rate increases, while Sewer Fund revenues would increase by $2.6 million. The recommended action increases rates effective on January 1, 2015. Any future rate increases would require further action at a later date.

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

Recommendations/Actions: It is recommended that the City Council adopt Option 1 or Option 2 and approve the associated ordinances.

Attachments: Water Rate and Sewer Rate Ordinances.

OPTION 1: COST-BASED RATES

Water & Sewer Rates

Water & Sewer Rate Ordinances

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 17.12.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 17.12.090, of the Code of the City of Wichita is hereby amended to read as follows:

WATER RATES AND CHARGES. On and after January 1, 2015, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

I. MINIMUM WATER SERVICE CHARGES

Minimum water service charges per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the director of public works & utilities shall not be assessed minimum water service charges.

A. METERED WATER SERVICES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2015 & Beyond
5/8 inch	**$** 11.95
3/4 inch	11.95
1 inch	11.95

1 1/2 inch	14.82
2 inch	17.86
3 inch	30.05
4 inch	39.01
6 inch	58.47
8 inch	76.10
10 inch	96.95
12 inch	127.79

OUTSIDE CITY & WHOLESALE METERED WATER SERVICES

MINIMUM MONTHLY

WATER METER SIZES	2015 & Beyond
5/8 inch	**$** 19.13
3/4 inch	19.13
1 inch	19.13
1 1/2 inch	23.71
2 inch	28.60
3 inch	48.09
4 inch	62.41
6 inch	93.56
8 inch	121.78
10 inch	155.13
12 inch	204.48
16 inch	478.78

B. FLAT RATE/UNMETERED MONTHLY CHARGES

2015 & Beyond
$ 20.80

C. FIRE PROTECTION FLAT MONTHLY CHARGES

INSIDE CITY

MINIMUM MONTHLY

PIPE SIZES	2015 & Beyond
5/8 inch	**$** 3.86
3/4 inch	3.98
1 inch	4.42
1 1/2 inch	5.27
2 inch	6.41
3 inch	12.08

4 inch	16.03
6 inch	24.91
8 inch	33.42
10 inch	43.36
12 inch	58.54

OUTSIDE CITY

MINIMUM MONTHLY

PIPE SIZES	2015 & Beyond
5/8 inch	**$** 6.19
3/4 inch	6.37
1 inch	7.08
1 1/2 inch	8.45
2 inch	10.25
3 inch	19.33
4 inch	25.65
6 inch	39.87
8 inch	53.49
10 inch	69.37
12 inch	93.67

II. WATER VOLUME CHARGES

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichita Water Utilities.

A. AVERAGE WINTER CONSUMPTION

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the calculation of an AWC for particular customers, the director of public works & utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty

eight to thirty one days) is used, the actual or minimum AWC shall be adjusted accordingly on a daily basis.

B. RETAIL VOLUME CHARGES

INSIDE CITY

	Rates Per 1,000 Gallons 2015 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.91
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 6.68
Block 3: Metered Consumption Above 310% of AWC	**$** 9.76

OUTSIDE CITY

	Rates Per 1,000 Gallons 2015 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 3.06
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 10.69
Block 3: Metered Consumption Above 310% of AWC	**$** 15.62

C. RETAIL VOLUME CONSERVATION CONTRACT RATES

In order to obtain significant reductions in customers' annual water use, through more efficient use of Wichita's water resources, the director of public works & utilities is empowered to negotiate and execute contracts with retail customers which provides for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contract rate. The director of public works & utilities is further empowered to establish such

rules and regulations in contract terms as may be necessary to most equitably carry out the intent of this section. Rules and regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written application to the director of public works & utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the director of public works & utilities. If the director of public works & utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

(PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE - PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE) x ((PRIOR YEAR'S ANNUAL WATER USE/1,000) x (1 - (PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED / PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED)))

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the director of public works & utilities.

INSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2015 & Beyond
Block 1: All Metered Consumption	**$** 4.69

OUTSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2015 & Beyond

Block 1: All Metered Consumption	**$**	7.51

D. WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2015 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 2.21
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 11.47
Block 3: Metered Consumption Above 310% of AWC.	**$** 17.18

E. UNIFORM WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2015 & Beyond
All Metered Consumption	**$** 2.93

F. NON POTABLE VOLUME RATES

	Rates Per 1,000 Gallons 2015 & Beyond
All Metered Consumption	**$** .99

III. ASSOCIATION OF LAWN SERVICES

In all cases where practical and appropriate, lawn service accounts shall be associated with the primary service account at a particular service location. The individual consumption amounts for the primary service account and the lawn service accounts shall be added together and the total consumption for the billing period shall be allocated to the appropriate water volume charge rate blocks and volume charges calculated therefor. The consumption as recorded on billings rendered in the months of December, January, February and March for both the primary and lawn service accounts shall be used to calculate the average winter consumption used in apportioning water usage among the volume rate blocks whenever lawn service accounts are associated with primary service accounts.

IV. LATE CHARGES

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

V. MISCELLANEOUS CHARGES

When termination of water service has been ordered by the department for any cause, the customer shall be charged the sum of thirteen ($13.00) dollars to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional thirteen ($13.00) dollars to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee of thirteen ($13.00) dollars shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee of thirteen ($13.00) dollars shall be required for the reconnection of the lawn service at the same location.

Other charges and billing for special services, such as but not limited to administrative fees, account origination fees, damages and/or vandalism to Utility infrastructure and

appurtenances, etc., shall be determined by the director of public works & utilities and subject to review and change at any time.

VI. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be charged inside city rates for water service.

SECTION 2. The original of Section 17.12.090 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2015, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 9th day of December, 2014.

_____
Carl Brewer, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe,
Interim City Attorney & Director of Law

OPTION 2:COST-BASED RATES

Water & Sewer Rates

Water & Sewer Rate Ordinances

ORDINANCE NO. 49-911

AN ORDINANCE AMENDING SECTION 17.12.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 17.12.090, of the Code of the City of Wichita is hereby amended to read as follows:

WATER RATES AND CHARGES. On and after January 1, 2015, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

I. MINIMUM WATER SERVICE CHARGES

Minimum water service charges per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the director of public works & utilities shall not be assessed minimum water service charges.

A. METERED WATER SERVICES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2015 & Beyond
5/8 inch	**$** 11.82
3/4 inch	11.82
1 inch	11.82
1 1/2 inch	16.96

2 inch	22.53
3 inch	42.54
4 inch	59.93
6 inch	98.74
8 inch	132.48
10 inch	178.89
12 inch	243.29

OUTSIDE CITY & WHOLESALE METERED WATER SERVICES

MINIMUM MONTHLY

WATER METER SIZES	2015 & Beyond
5/8 inch	**$** 18.91
3/4 inch	18.91
1 inch	18.91
1 1/2 inch	27.13
2 inch	36.06
3 inch	68.07
4 inch	95.88
6 inch	157.98
8 inch	211.97
10 inch	286.22
12 inch	389.27
16 inch	878.51

B. FLAT RATE/UNMETERED MONTHLY CHARGES

2015 & Beyond
$ 20.80

C. FIRE PROTECTION FLAT MONTHLY CHARGES

INSIDE CITY

MINIMUM MONTHLY

PIPE SIZES	2015 & Beyond
5/8 inch	**$** 3.70
3/4 inch	3.81
1 inch	4.32
1 1/2 inch	5.32
2 inch	6.58
3 inch	12.19
4 inch	16.92

6 inch	27.75
8 inch	37.70
10 inch	51.42
12 inch	70.95

OUTSIDE CITY

MINIMUM MONTHLY

PIPE SIZES	2015 & Beyond
5/8 inch	**$** 5.92
3/4 inch	6.10
1 inch	6.91
1 1/2 inch	8.51
2 inch	10.53
3 inch	19.51
4 inch	27.08
6 inch	44.40
8 inch	60.33
10 inch	82.27
12 inch	113.52

II. WATER VOLUME CHARGES

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichita Water Utilities.

A. AVERAGE WINTER CONSUMPTION

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the calculation of an AWC for particular customers, the director of public works & utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty

eight to thirty one days) is used, the actual or minimum AWC shall be adjusted accordingly on a daily basis.

B. RETAIL VOLUME CHARGES

INSIDE CITY

	Rates Per 1,000 Gallons 2015 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.91
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 6.68
Block 3: Metered Consumption Above 310% of AWC	**$** 9.76

OUTSIDE CITY

	Rates Per 1,000 Gallons 2015 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 3.06
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 10.69
Block 3: Metered Consumption Above 310% of AWC	**$** 15.62

C. RETAIL VOLUME CONSERVATION CONTRACT RATES

In order to obtain significant reductions in customers' annual water use, through more efficient use of Wichita's water resources, the director of public works & utilities is empowered to negotiate and execute contracts with retail customers which provides for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contract rate. The director of public works & utilities is further empowered to establish such

rules and regulations in contract terms as may be necessary to most equitably carry out the intent of this section. Rules and regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written application to the director of public works & utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the director of public works & utilities. If the director of public works & utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

(PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE - PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE) x ((PRIOR YEAR'S ANNUAL WATER USE/1,000) x (1 - (PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED / PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED)))

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the director of public works & utilities.

INSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2015 & Beyond
Block 1: All Metered Consumption	**$** 4.69

OUTSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2015 & Beyond

Block 1: All Metered Consumption	**$**	7.51

D. WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2015 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 2.23
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 11.47
Block 3: Metered Consumption Above 310% of AWC.	**$** 17.18

E. UNIFORM WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2015 & Beyond
All Metered Consumption	**$** 2.96

F. NON POTABLE VOLUME RATES

	Rates Per 1,000 Gallons 2015 & Beyond
All Metered Consumption	**$** .99

III. ASSOCIATION OF LAWN SERVICES

In all cases where practical and appropriate, lawn service accounts shall be associated with the primary service account at a particular service location. The individual consumption amounts for the primary service account and the lawn service accounts shall be added together and the total consumption for the billing period shall be allocated to the appropriate water volume charge rate blocks and volume charges calculated therefor. The consumption as recorded on billings rendered in the months of December, January, February and March for both the primary and lawn service accounts shall be used to calculate the average winter consumption used in apportioning water usage among the volume rate blocks whenever lawn service accounts are associated with primary service accounts.

IV. LATE CHARGES

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

V. MISCELLANEOUS CHARGES

When termination of water service has been ordered by the department for any cause, the customer shall be charged the sum of thirteen ($13.00) dollars to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional thirteen ($13.00) dollars to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee of thirteen ($13.00) dollars shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee of thirteen ($13.00) dollars shall be required for the reconnection of the lawn service at the same location.

Other charges and billing for special services, such as but not limited to administrative fees, account origination fees, damages and/or vandalism to Utility infrastructure and

appurtenances, etc., shall be determined by the director of public works & utilities and subject to review and change at any time.

VI. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be charged inside city rates for water service.

SECTION 2. The original of Section 17.12.090 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2015, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 16th day of December, 2014.

_____
Carl Brewer, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe,
Interim City Attorney & Director of Law

ORDINANCE NO. 1

Water & Sewer Rate Ordinances

ORDINANCE NO. 49-912

AN ORDINANCE AMENDING SECTION 16.14.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE SCHEDULE OF RATES FOR USERS OF THE SANITARY SEWER SYSTEM, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 16.14.040 of the Code of the City of Wichita is amended to read as follows:

Schedule of Use Charges: Each user of the sewerage system of the City shall pay, for the use of such system, sewer charges at no less than monthly intervals based where possible upon the consumption of water by such user as recorded by the water meter or sewer meter serving the premises according to the classifications and schedule set forth in this section.

Where any commercial or industrial premises are connected with the City's sewerage system but are not served by the City's water utility system, the owner or occupant of such premises shall, at their own expense, install and maintain on such premises a water meter or meters of a type and at a location acceptable to of Utilities of the City, which shall measure all water received on said premises from all sources, and the sewer services charge of said premises as prescribed in this section shall be based upon such meter recording. The City shall install equipment to automate the reading of said meters. The City shall charge a one time installation fee based upon meter size for the purpose of administrative and replacement costs. A sewage meter, as set forth in the following sub-section of this section, may be substituted for the water meter requirement.

SEWER SERVICE VOLUME BASE:

If a commercial or industrial user desires to establish eligibility for a sewer service volume base of less than one hundred percent (100%) of water consumption, said user must submit an application in writing to the Wichita Water Utility. Upon approval the customer shall authorize the City to install the following at the Customer's expense:

(a) A sewage meter acceptable to the director of public works & utilities to measure the volume of liquid actually discharged into the sewerage system from their premises. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallment of the meter once testing has been completed. Sewer meters are required to be calibrated annually. Calibration must be provided through a recognized testing agency and certification of calibration must be provided to the Utilities upon completion. Calibration records shall be maintained by the City for a period of five years. No

meter shall be installed on wastewater discharged until approval has been obtained from the director of public works & utilities or their duly authorized representative. Tampering with, injuring, or removing meters without written permission from the director of public works & utilities or their duly authorized representative is prohibited. In the event a sewage meter is installed, the rate schedule as set forth in this chapter shall be applied to the volume of sewage entering the sanitary sewer as measured by the meter. In the event of a meter malfunction, the customer shall be responsible for repairs. In the event that the metered amount of water consumption is less than the amount of discharge, Customer Service staff will verify that the water meter is registering flow accurately. If the water meter appears to be operating correctly, the customer will be notified and corrective action by the customer must be taken before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services will be based on metered water consumption. In the event that that metered water consumption begins to increase over metered discharge or if the only metered service is sewer and metered waste drops more than ten percent, Customer Service staff will verify that the water meter is registering flow accurately and/or that the sewer meter is registering flow. If the water meter appears to be operating correctly and the sewer meter is registering flow, the customer will be notified and corrective action by the customer will be required before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services for those accounts with metered water service will be based on 125% of average metered water consumption. For those accounts that are metered sewer only accounts, bills will be estimated based on 125% of the average of the prior twelve months metered discharge.

(b) In lieu of sewage meter(s), the user may request installation of auxiliary water meter(s) to measure the portion of water consumed which is diverted from entering the sanitary sewer. In the event an auxiliary water meter is installed, the volume of water metered by such meter(s) shall be deducted from the total volume of water consumed before the sewer service charge rate schedule is applied. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallment of the meter once testing has been completed. The City may install meters and charge the customer for the meter, installation fees, and a monthly fee based on the size of the meter.

No credits for sewer use shall be given until the type and location of meters installed have been approved by the director of public works & utilities or their duly authorized representative.

Sewer volume credits established in accordance with the provisions of this Section for commercial and industrial users shall be prospective only.

EXTRA STRENGTH CHARGE:

Sewage discharged to the sanitary sewer system from each industrial or commercial user shall be subject to an extra strength charge when the biochemical oxygen demand (BOD) concentration exceeds

two hundred fifty milligrams per liter, the suspended solids (SS) exceeds a concentration of three hundred milligrams per liter, or the oil and grease concentration exceeds one hundred milligrams per liter, as determined by Environmental Protection Agency Methodology stipulated in 40 CFR Part 136 analysis procedures. Sample collection methodology will be as specified by the director of public works & utilities.

Extra strength charges shall be calculated according to the formula:

S = V (0.00832) (X(BOD-250) + Y(SS-300) + Z(O&G-100)

Where:

S = Extra strength charge in dollars

V = Sewage volume in thousands of gallons

0.00832 = Conversion factor for thousands of gallons to million pounds

X = Applicable unit charge for BOD in dollars per pound from the schedule below

BOD = BOD strength index in parts per million by weight or mg/l

250 = Allowable BOD strength under normal volume charges in parts per million by weight or mg/l

Y = Applicable unit charge for suspended solids in dollars per pound from the schedule below

SS = Suspended solids strength index in parts per million by weight or mg/l

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight or mg/l

Z = Applicable unit charge for oil and grease in dollars per pound from the schedule below

O&G = Oil and grease index in parts per million by weight or mg/l

100 = Allowable oil and grease under normal volume charges in parts per million by weight or mg/l

EXTRA STRENGTH UNIT CHARGES ESTABLISHED AS SHOWN IN SCHEDULE BELOW:

Inside City	Charge Per Pound 2015 & Beyond
BOD	$0.2057
Suspended Solids	0.1643
Grease	3.1777
Outside City	
BOD	$0.3292
Suspended Solids	0.2629
Grease	5.0844

TOXIC POLLUTANT CHARGE:

Discharging of any toxic pollutants is prohibited under City Code Section 16.22. If any such waters or wastes enter into the municipal sewer system which cause an increase in the cost of managing the

effluent or the sludge from the City's treatment plants and/or collection system, the discharger shall pay for the increased costs, and will be subject to the penalties ascribed in Chapter 16.22.

WASTEWATER ANALYSIS:

Samples and measurements will be taken by the City, as required by the director of public works & utilities or their authorized representative. The strength of the sewage discharge by the industrial or commercial user will be determined by the analyses of said samples.

The user, at their expense, may be required at the sole discretion of the director of public works & utilities to provide monitoring and flow measurement facilities which coincide at the point at which effluent limits apply. Sampling locations must be safe, convenient, and accessible to the industrial user and Wichita Water Utilities personnel.

If any industrial or commercial user chooses not to accept the analytical determination made by the City for a billing period, such user shall, prior to the date on which payment of the charges for such billing is due, notify the director of public works & utilities in writing and, at their sole expense, employ an independent laboratory which is certified by the Kansas Department of Health and Environment and acceptable to the director of public works & utilities, to conduct sampling and analysis of their sewage.

The time period, location, and method for the collection of the samples shall be designated by the City. The City and the independent laboratory shall both preside over the collection of the samples and shall equally divide the samples so that duplicate analysis may be performed.

If results of the analysis of the sewage sample made by both the City and the independent laboratory are not comparable, the director of public works & utilities may appoint a second independent laboratory certified by the Kansas Department of Health and Environment to analyze the sewage. The sampling procedures used will be the same as those outlined above. The results of these analyses, together with the previous results, shall be used to determine the actual extra strength charges for the subject billing period. The fee for the second independent laboratory analyses shall be paid for by the user.

MONITORING CHARGE:

When regulations, Federal, State or City, require monitoring of the waste from an industry, that industry shall pay a monitoring charge.

The monitoring charge shall consist of all costs for personnel, material and equipment used to collect and analyze samples from the user's wastewater. The exact charge shall be based on actual costs and shall be determined by the director of public works & utilities.

REVIEW OF USER CHARGE RATE STRUCTURE:

The user charge rate schedule of the City shall be reviewed and adjusted at least biennially to:

(a) Maintain the proportional distribution of operation, maintenance and replacement costs among user classes.

(b) Provide adequate revenues to cover operation, maintenance and replacement and debt service costs.

SEWER RATES AND CHARGES

On and after January 1, 2015, the schedule of rates and charges as set forth below shall apply to all categories of sewer customers.

Inside City Rates

A. Base Service Charges
Monthly charges based on water meter size

Size	2015 & Beyond
5/8 inch	$ 8.04
3/4 inch	8.04
1 inch	8.04
1 1/2 inch	12.99
2 inch	19.44
3 inch	56.20
4 inch	71.48
6 inch	135.21
8 inch	192.72
10 inch	297.22
12 inch	433.80

B. Volume Charges (per 1,000 gallons of metered water consumption)

Rate/thousand gallons 2015 & Beyond
$3.17

Outside City Rate

A. Base Service Charges
Monthly charges based on water meter size

Size	2015 & Beyond
5/8 inch	$12.88
3/4 inch	12.88
1 inch	12.88
1 1/2 inch	20.79
2 inch	27.99
3 inch	89.92
4 inch	114.37
6 inch	216.35
8 inch	308.33
10 inch	475.55
12 inch	694.08

B. Volume Charges (per 1,000 gallons of metered water consumption)

Rate/thousand gallons 2015 & Beyond
$5.06

C. Flat Rate Charges

	Inside City
Monthly rates as at set forth below shall apply to all customers without water or sewer meters.	$23.46

	Outside City
Monthly rates as at set forth below shall apply to all customers without water or sewer meters.	$37.54

D. WHOLESALE RATES

Monthly, per 1,000 gallons	$2.51

All users subject to sewer charges shall be subject to the provisions of this chapter.

GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY: Government military facilities located outside the city of Wichita shall be charged inside city rates for sewer service.

SECTION 2. The original of Section 16.14.040 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2015, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 16th day of December, 2014.

_____
Carl Brewer, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe,
Interim City Attorney & Director of Law

ORDINANCE NO. 2

Water & Sewer Rate Ordinances

ORDINANCE NO. 49-912

AN ORDINANCE AMENDING SECTION 16.14.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE SCHEDULE OF RATES FOR USERS OF THE SANITARY SEWER SYSTEM, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 16.14.040 of the Code of the City of Wichita is amended to read as follows:

Schedule of Use Charges: Each user of the sewerage system of the City shall pay, for the use of such system, sewer charges at no less than monthly intervals based where possible upon the consumption of water by such user as recorded by the water meter or sewer meter serving the premises according to the classifications and schedule set forth in this section.

Where any commercial or industrial premises are connected with the City's sewerage system but are not served by the City's water utility system, the owner or occupant of such premises shall, at their own expense, install and maintain on such premises a water meter or meters of a type and at a location acceptable to of Utilities of the City, which shall measure all water received on said premises from all sources, and the sewer services charge of said premises as prescribed in this section shall be based upon such meter recording. The City shall install equipment to automate the reading of said meters. The City shall charge a one time installation fee based upon meter size for the purpose of administrative and replacement costs. A sewage meter, as set forth in the following sub-section of this section, may be substituted for the water meter requirement.

SEWER SERVICE VOLUME BASE:

If a commercial or industrial user desires to establish eligibility for a sewer service volume base of less than one hundred percent (100%) of water consumption, said user must submit an application in writing to the Wichita Water Utility. Upon approval the customer shall authorize the City to install the following at the Customer's expense:

(a) A sewage meter acceptable to the director of public works & utilities to measure the volume of liquid actually discharged into the sewerage system from their premises. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallment of the meter once testing has been completed. Sewer meters are required to be calibrated annually. Calibration must be provided through a recognized testing agency and certification of calibration must be provided to the Utilities upon completion. Calibration records shall be maintained by the City for a period of five years. No

meter shall be installed on wastewater discharged until approval has been obtained from the director of public works & utilities or their duly authorized representative. Tampering with, injuring, or removing meters without written permission from the director of public works & utilities or their duly authorized representative is prohibited. In the event a sewage meter is installed, the rate schedule as set forth in this chapter shall be applied to the volume of sewage entering the sanitary sewer as measured by the meter. In the event of a meter malfunction, the customer shall be responsible for repairs. In the event that the metered amount of water consumption is less than the amount of discharge, Customer Service staff will verify that the water meter is registering flow accurately. If the water meter appears to be operating correctly, the customer will be notified and corrective action by the customer must be taken before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services will be based on metered water consumption. In the event that that metered water consumption begins to increase over metered discharge or if the only metered service is sewer and metered waste drops more than ten percent, Customer Service staff will verify that the water meter is registering flow accurately and/or that the sewer meter is registering flow. If the water meter appears to be operating correctly and the sewer meter is registering flow, the customer will be notified and corrective action by the customer will be required before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services for those accounts with metered water service will be based on 125% of average metered water consumption. For those accounts that are metered sewer only accounts, bills will be estimated based on 125% of the average of the prior twelve months metered discharge.

(b) In lieu of sewage meter(s), the user may request installation of auxiliary water meter(s) to measure the portion of water consumed which is diverted from entering the sanitary sewer. In the event an auxiliary water meter is installed, the volume of water metered by such meter(s) shall be deducted from the total volume of water consumed before the sewer service charge rate schedule is applied. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallment of the meter once testing has been completed. The City may install meters and charge the customer for the meter, installation fees, and a monthly fee based on the size of the meter.

No credits for sewer use shall be given until the type and location of meters installed have been approved by the director of public works & utilities or their duly authorized representative.

Sewer volume credits established in accordance with the provisions of this Section for commercial and industrial users shall be prospective only.

EXTRA STRENGTH CHARGE:

Sewage discharged to the sanitary sewer system from each industrial or commercial user shall be subject to an extra strength charge when the biochemical oxygen demand (BOD) concentration exceeds

two hundred fifty milligrams per liter, the suspended solids (SS) exceeds a concentration of three hundred milligrams per liter, or the oil and grease concentration exceeds one hundred milligrams per liter, as determined by Environmental Protection Agency Methodology stipulated in 40 CFR Part 136 analysis procedures. Sample collection methodology will be as specified by the director of public works & utilities.

Extra strength charges shall be calculated according to the formula:

S = V (0.00832) (X(BOD-250) + Y(SS-300) + Z(O&G-100)

Where:

S = Extra strength charge in dollars

V = Sewage volume in thousands of gallons

0.00832 = Conversion factor for thousands of gallons to million pounds

X = Applicable unit charge for BOD in dollars per pound from the schedule below

BOD = BOD strength index in parts per million by weight or mg/l

250 = Allowable BOD strength under normal volume charges in parts per million by weight or mg/l

Y = Applicable unit charge for suspended solids in dollars per pound from the schedule below

SS = Suspended solids strength index in parts per million by weight or mg/l

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight or mg/l

Z = Applicable unit charge for oil and grease in dollars per pound from the schedule below

O&G = Oil and grease index in parts per million by weight or mg/l

100 = Allowable oil and grease under normal volume charges in parts per million by weight or mg/l

EXTRA STRENGTH UNIT CHARGES ESTABLISHED AS SHOWN IN SCHEDULE BELOW:

Inside City	Charge Per Pound 2015 & Beyond
BOD	$0.2057
Suspended Solids	0.1643
Grease	3.1777
Outside City	
BOD	$0.3292
Suspended Solids	0.2629
Grease	5.0844

TOXIC POLLUTANT CHARGE:

Discharging of any toxic pollutants is prohibited under City Code Section 16.22. If any such waters or wastes enter into the municipal sewer system which cause an increase in the cost of managing the

effluent or the sludge from the City's treatment plants and/or collection system, the discharger shall pay for the increased costs, and will be subject to the penalties ascribed in Chapter 16.22.

WASTEWATER ANALYSIS:

Samples and measurements will be taken by the City, as required by the director of public works & utilities or their authorized representative. The strength of the sewage discharge by the industrial or commercial user will be determined by the analyses of said samples.

The user, at their expense, may be required at the sole discretion of the director of public works & utilities to provide monitoring and flow measurement facilities which coincide at the point at which effluent limits apply. Sampling locations must be safe, convenient, and accessible to the industrial user and Wichita Water Utilities personnel.

If any industrial or commercial user chooses not to accept the analytical determination made by the City for a billing period, such user shall, prior to the date on which payment of the charges for such billing is due, notify the director of public works & utilities in writing and, at their sole expense, employ an independent laboratory which is certified by the Kansas Department of Health and Environment and acceptable to the director of public works & utilities, to conduct sampling and analysis of their sewage.

The time period, location, and method for the collection of the samples shall be designated by the City. The City and the independent laboratory shall both preside over the collection of the samples and shall equally divide the samples so that duplicate analysis may be performed.

If results of the analysis of the sewage sample made by both the City and the independent laboratory are not comparable, the director of public works & utilities may appoint a second independent laboratory certified by the Kansas Department of Health and Environment to analyze the sewage. The sampling procedures used will be the same as those outlined above. The results of these analyses, together with the previous results, shall be used to determine the actual extra strength charges for the subject billing period. The fee for the second independent laboratory analyses shall be paid for by the user.

MONITORING CHARGE:

When regulations, Federal, State or City, require monitoring of the waste from an industry, that industry shall pay a monitoring charge.

The monitoring charge shall consist of all costs for personnel, material and equipment used to collect and analyze samples from the user's wastewater. The exact charge shall be based on actual costs and shall be determined by the director of public works & utilities.

REVIEW OF USER CHARGE RATE STRUCTURE:

The user charge rate schedule of the City shall be reviewed and adjusted at least biennially to:

(a) Maintain the proportional distribution of operation, maintenance and replacement costs among user classes.

(b) Provide adequate revenues to cover operation, maintenance and replacement and debt service costs.

SEWER RATES AND CHARGES

On and after January 1, 2015, the schedule of rates and charges as set forth below shall apply to all categories of sewer customers.

Inside City Rates

A. Base Service Charges
Monthly charges based on water meter size

Size	2015 & Beyond
5/8 inch	$ 8.04
3/4 inch	8.04
1 inch	8.04
1 1/2 inch	12.99
2 inch	19.44
3 inch	56.20
4 inch	71.48
6 inch	135.21
8 inch	192.72
10 inch	297.22
12 inch	433.80

B. Volume Charges (per 1,000 gallons of metered water consumption)

Rate/thousand gallons 2015 & Beyond
$3.17

Outside City Rate

A. Base Service Charges
Monthly charges based on water meter size

Size	2015 & Beyond
5/8 inch	$12.88
3/4 inch	12.88
1 inch	12.88
1 1/2 inch	20.79
2 inch	27.99
3 inch	89.92
4 inch	114.37
6 inch	216.35
8 inch	308.33
10 inch	475.55
12 inch	694.08

B. Volume Charges (per 1,000 gallons of metered water consumption)

Rate/thousand gallons 2015 & Beyond
$5.06

C. Flat Rate Charges

	Inside City
Monthly rates as at set forth below shall apply to all customers without water or sewer meters.	$23.46

	Outside City
Monthly rates as at set forth below shall apply to all customers without water or sewer meters.	$37.54

D. WHOLESALE RATES

Monthly, per 1,000 gallons	$2.51

All users subject to sewer charges shall be subject to the provisions of this chapter.

GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY: Government military facilities located outside the city of Wichita shall be charged inside city rates for sewer service.

SECTION 2. The original of Section 16.14.040 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2015, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 16th day of December, 2014.

_____
Carl Brewer, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe,
Interim City Attorney & Director of Law

Agenda Report No. IV-1

City of Wichita
City Council Meeting
December 9, 2014

To: Mayor and City Council

Subject: Appeal of Historic Preservation Board Denial of Demolition of McClinton Grocery Store (1201 E. 12th Street) (District 1)

Initiated By: Metropolitan Area Planning Department

Agenda: New Business

HPB Recommendation: The Historic Preservation Board (HPB) voted unanimously to deny the request for demolition (7-0).

Staff Recommendation: Staff recommends that City Council overturn HPB denial of demolition of the McClinton Grocery Store and allow the Metropolitan Area Building and Construction Department (MABCD) to proceed with demolition of the structure.

Background: On October 13, 2014, the HPB reviewed a request for demolition of an unsafe structure located at 1201 E. 12th Street (HPC2014-00049). The MABCD submitted the request for demolition after numerous attempts to work with the property owner to bring the building into compliance with City building code standards. Historic Preservation staff was contacted by the current owners to voice their support of the demolition action.

Since the building is listed in the Register of Historic Kansas Places and the National Register of Historic Places, the HPB reviewed the request for demolition in accordance with K.S.A. 75-2715 – 2725. As per the state statute, HPB voted unanimously (7-0) to deny the request for demolition.

Analysis: According to K.S.A. 75-2715 – 2725, mitigating factors cannot be considered by the local Historic Preservation Board. The City of Wichita Historic Preservation Board does support the demolition of the unsafe structure located at 1201 E. 12th Street. As per the state preservation statute, only the local governing body can consider mitigating factors to determine if there are "prudent and feasible alternatives" to the action requested.

Financial Consideration: Any demolition costs will be paid by MABCD.

Legal Consideration: Law Department reviewed the agenda report and has approved it as to form.

Recommendation/Actions: It is recommended that the City Council find there are no "prudent and feasible alternatives" to the demolition of McClinton Grocery Store located at 1201 E. 12th Street and overturn the denial of HPC2014-00049.

Attachment: Draft minutes of October 13, 2014 Historic Preservation Board meeting

ITEM NO. 1 ROLL CALL

Meeting started at 2:00 p.m. The meeting was held at the South Linwood Park Greenhouse, 1700 S. Hydraulic

Members Present: Claire Willenberg
Mike Seiwert
Randy Doerksen
Vicki Churchman
Barbara Hammond
Elena Ingle
Rachelle Pulkkila

Staff Present: Kathy Morgan, Senior Historic Preservation Planner

ITEM NO. 2 ADDITIONS OR ADJUSTMENTS TO THE AGENDA

None.

ITEM NO. 3 REVOLVING LOAN FUND UPDATE

Revolving Loan Fund – Residential
Revolving Loan Fund – Non-Residential
Deferred Loan Fund – Residential

No updates were available.

ITEM NO. 4 CORRESPONDENCE

None.

ITEM NO. 5 APPROVAL OF MINUTES FROM THE 8 SEPTEMBER 2014 MEETING

MOTION #1: Ingle moved to approve the minutes of the 8 September 2014 meeting; Churchman seconded. Motion carried unanimously (7-0).

ITEM NO. 6 UNFINISHED BUSINESS

None.

ITEM NO. 7 NEW BUSINESS

The following items were reviewed in accordance with K.S.A. 75-2715-2725, as amended:

A. Roof Repairs:
None.

B. Signs:

HPC2014-00047	151 N. Rock Island	New flag mounted sign	Warehouse and Jobbers Historic District

C. Other:
None.

MOTION #2: Seiwert moved to approve the Consent Agenda as reviewed in accordance with K.S.A.75-2715-2725; Ingle seconded. Motion carried unanimously (7-0).

ITEM NO. 8 PROJECT REVIEW

A. MAJOR: HPC2014-00049 Demolition of 1201 E. 12th Street, McClinton Grocery.
APPLICANT: Metropolitan Area Building and Construction Department, Deb Legge
FOR: 1201 E. 12th Street

MABCD is requesting a demolition application for this property. It is listed in the Register of Historic Kansas Places and the National Register of Historic Places.

The purview of the Historic Preservation Board in this case is to determine if the demolition of the building will encroach upon, damage or destroy the integrity of the listed property. Staff recommends that the request for demolition be denied. The applicant may appeal the decision to the City Council by providing a written letter of appeal to the Historic Preservation Planner, should they not agree with the finding of the board.

Deb Legge gave a brief description of the actions taken by MABCD.

Motion #3: Churchman moved to adopt the findings of the Historic Preservation Staff and deny the request for demolition, as reviewed in accordance with K.S.A. 75-2715 – 2725; Ingle seconded. Motion carried unanimously (7-0).

ITEM NO. 9 MISCELLANEOUS MATTERS

1. Update on FABC project

ITEM NO. 10 ADJOURNMENT

MOTION #4: Doerksen moved to adjourn the Wichita Historic Preservation Board meeting; Seiwert seconded. Motion carried unanimously (7-0).

The meeting adjourned at 2:25 p.m.

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: 2015 Grants Review Committee Appointments

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve appointments for the 2015 Grants Review Committee and authorize the City Manager to appoint replacement(s) in the event that an appointee is unable to serve.

Background: Establishment of the Grants Review Committee (GRC) is a component of the City's public input strategy for Federal funds. On March 28, 2000, the City Council approved a change in the composition of the GRC when the Human Services Advisory Board and the Citizen Participation Organization were disbanded. Since then the Grants Review Committee has included 12 members from the following areas: four District Advisory Boards; one United Way; one Sedgwick County; one USD 259; two Wichita Independent Neighborhood Association; one Wichita State University; one large business and one small business. On December 7, 2010 the City Council expanded membership on the GRC to include representatives from Districts II and V, for a total of 14 members.

Analysis: The Grants Review Committee has responsibility for reviewing proposals received for Public Services activities which include Women's Services, Youth Enrichment and Crime Prevention, as well as Emergency Solutions Grant activities. The GRC also reviews funding applications for HOME Investment Partnerships projects from Community Housing Development Organizations (CHDOs).

To accomplish this work for the 2015-2016 program year the GRC will hold at least one public hearing to allow for oral presentations and feedback from the public. Following review of the proposals and application, and following the public hearing, the GRC will make funding recommendations to the City Manager for presentation to the City Council.

Nominations for the 2015 Grants Review Committee have been received in accordance with the representation schedule listed above. A list of the nominees is attached.

Financial Considerations: The Grants Review Committee serves without remuneration.

Legal Considerations: There are no legal considerations.

Recommendation/Action: It is recommended that the City Council approve appointments to the 2015 Grants Review Committee and authorize the City Manager to appoint replacement(s), in the event that an appointee is unable to serve.

Attachments: Grants Review Committee nominations.

2015 GRANTS REVIEW COMMITTEE
NOMINEE LIST

Small Business
Ken Bender, Pro Max America LLC

Large Business
Joyce Dixson, Intrust Bank

District Advisory Boards
I David Buckmaster
II David Babich
III Eric Bell
IV Matthew Lasnley
V Kelly Watkins
VI Steve Mason

Sedgwick County
Margaret Flanders

United Way
Patrick Hanrahan

USD #259
Loren Pack

Wichita State University
Nancy McCarthy-Snyder

Wichita Independent Neighborhoods
Patricia Fields
Beverly Domitrovic

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Citizen Participation Plan Revisions

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the revisions to the Citizen Participation Plan and authorize staff to submit it to HUD as an amendment to the 2014-2018 Consolidated Plan.

Background: The Citizen Participation Plan is required by the Housing and Community Development Act, and by federal regulations. The primary goal is to provide citizens, especially low and moderate income citizens of the community where Community Development Block Grant (CDBG)-funded activities will occur, with an opportunity to participate in an advisory role in the planning,

On November 8, 1994, the City of Wichita adopted a Citizen Participation Plan which identifies the policies and procedures to be used to encourage citizen participation and involvement in the review and analysis of programs/activities funded under the City's Five-Year Consolidated Plan. The Citizen Participation Plan is required by federal regulations and must be approved by the U.S. Department of Housing and Urban Development (HUD).

Analysis: The City's Citizen Participation Plan which was last revised on February 7, 2000, sets forth the mutual rights, duties, and responsibilities of both the City and participating citizens and citizen groups, and specifically identifies the Grants Review Committee (GRC) and District Advisory Boards as vehicles for citizen participation. Staff review of the Citizen Participation Plan revealed that it does not reflect staff and Council actions taken since the last update. The proposed revisions address changes in the composition of the Grants Review Committee, enhancements of the City's communication with citizens regarding Consolidated and Annual Plan planning and program delivery. In addition, a new section has been added to describe the process for Complaints and Grievances, as required by law.

Financial Considerations: There are no financial considerations associated with this action.

Legal Considerations: The proposed revisions to the Citizen Participation Plan have been reviewed by the Law Department as to form and compliance with federal regulations.

Recommendation/Action: It is recommended that the City Council approve the revisions to the Citizen Participation Plan and authorize staff to submit it to HUD as an amendment to the 2014-2018 Consolidated Plan.

Attachments:
Revised Citizen Participation Plan

CITY OF WICHITA
CITIZEN PARTICIPATION PLAN

Adopted November 8, 1994
Revised April 18, 1995
Revised February 6, 1998
Revised January 6, 1998
Revised February 7, 2000
Revised December 9, 2014

PREFACE

The Citizen Participation Plan is the process by which the City of Wichita identifies the policies and procedures to be used to encourage citizen participation and involvement in programs/activities under U.S. Department of Housing and Urban Development (HUD) Five-Year Consolidated Plan. The Five-Year Consolidated Plan identifies the City's housing, homeless and community development needs and establishes goals and strategies for addressing those needs, including the use of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) funds. The Citizen Participation Plan sets forth the mutual rights, duties and responsibilities of both the City and participating citizens and citizens' groups.

CITIZEN PARTICIPATION

All citizens, including low and moderate income persons, persons living in slum and blighted areas, minorities, non-English speaking persons, persons with disabilities, persons with HIV/AIDS and their families, homeless persons/agencies and residents of public and assisted housing developments are encouraged to participate in the development and review of the:

- HUD Five-Year Consolidated Plan;
- Annual One-Year Action Plan;
- Substantial Amendments to the One-Year Action Plan or Five-Year Plan; and
- Consolidated Annual Performance and Evaluation Report (CAPER)
- Citizen Participation Plan

Every citizen and citizen group shall be afforded the opportunity to:

- Submit their views through such groups as the District Advisory Boards (DAB), Neighborhood Associations or any other neighborhood or community organization;
- Submit written or verbal comments at formal public hearings or directly to City Departments administering specific HUD programs.

Notices of public hearings, substantial amendments and notification of 15 or 30 day comment periods will be published in the designated official newspaper or newspapers of general circulation, and advertised on the City-7 cable television channel.

Accommodations for disabled or non-English speaking residents will be made available upon request.

Copies of the HUD Five-Year Consolidated Plan, the Annual One-Year Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER) will be made available for public review at City Hall, the main and selected branch libraries, and other designated locations. Requirements for public comment periods, environmental review, request for release of funds and advertising are as follows:

	Comment Period	Public Hearing	Environmental Review *	Request for Release of Funds*	Advertise in Local Newspaper(s)
Five-Year Consolidated Plan	30 Days	Yes	No	No	Yes
One-Year Action Plan	30 Days	Yes	Yes	Yes	Yes
Consolidated Annual Performance and Evaluation Report (CAPER)	15 Days	Yes	N/A	N/A	Yes
Substantial Amendments	30 Days	No	**	***	Yes
Non-Substantial Amendment	None	No	No	***	No

* Public comment periods for Notice of Finding of No Significant Impact (FONSI) and notice of intent to Request Release of Funds (RROF) will be issued concurrently and require a 15 day comment period unless there are exceptional circumstances which then would require a 30 day comment period.

** Environmental findings may be re-evaluated as necessary.

*** Activities that are Exempt or Categorically Excluded from an environmental assessment do not require a request for release of funds.

SUBSTANTIAL AMENDMENT:

A change that exceeds 20% of the annual grant amount of any funding component will constitute a substantial amendment. A substantial amendment will be required in order to change the use of CDBG, HOME, or ESG funds from one eligible activity to another, or to add a new eligible activity.

Written comments received during the 15/30 day comment periods and comments received at the public hearings will be considered prior to preparing the final consolidated plan, before the substantial amendment is implemented or before submitting a performance report on the consolidated program to HUD.

PUBLIC HEARINGS

Citizens will be notified of and invited to attend all public hearings, which will also be accessible to persons with disabilities. At least two public hearings per year will be held to:

- Review development of proposed activities; and
- Review program performance of grant funding.

ACCESS TO MEETINGS

The City will provide timely notification of local meetings and public hearings. Notice will be made at least two weeks in advance for public hearings.

Notices of public hearings and other meetings pertaining to development of the Five-Year Consolidated Plan, the One-Year Action Plan and the Comprehensive Annual Performance Evaluation Report may also be provided through:

- Publication of notices in the official designated newspaper or newspapers of general local circulation;
- Publication in other local publications or on the City's Web page;
- Notification of District Advisory Boards;
- Making notices available to community organizations and at public facilities such as libraries and community centers; and/or
- Notification through cable TV Channel, or through the City's Office of Community Engagement.

Notices will contain information on day, time, place, and purpose of the public hearings/meetings.

Meetings and public hearings will be held in facilities accessible to persons with disabilities.

An opportunity to speak at meetings and public hearings is afforded those desiring to do so within the meeting protocol established.

ACCESS TO INFORMATION

Citizens, public agencies and other interested parties will be given the opportunity to receive information, review and submit comments on any proposed submission regarding the Five-Year Consolidated Plan and annual use of funds under the programs. A summary of the proposed Five-Year Consolidated Plan will be published to afford citizens 30 days for review and comment. Written comments will be considered prior to adopting the plan.

Citizens will be invited to comment on needs and strategies pertaining to the Five-Year Consolidated Plan or, any program included within the scope of the Five-Year Consolidated Plan, prior to submission of the Five-Year Consolidated Plan to HUD.

Citizens will be provided information on the amount of funds available (annually) under the programs covered by the Five-Year Consolidated Plan, the range of activities that may be undertaken, and the estimated amount that will be designed to meet the low/moderate benefit national objective.

Information pertinent to the Five-Year Consolidated Plan, One-Year Action Plan, Substantial Amendments, and the Comprehensive Annual Performance Evaluation Report is available during regular business hours between 8 a.m. and 5 p.m., Monday through Friday, in the Housing and Community Services Department, 332 N. Riverview, Wichita, Ks. 67203, and on the City of Wichita website.

DISPLACEMENT

The City intends to undertake activities with funds covered by the Five-Year Consolidated Plan that minimize displacement of persons. In the event displacement occurs, the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended will be followed. Persons displaced will be provided information on their rights and benefits, and will receive referrals for comparable replacement housing in adjacent neighborhoods. All payments will be in accordance with HUD regulations implementing the Uniform Act.

TECHNICAL ASSISTANCE

The City will provide technical assistance to low, very low, and poverty income individuals in developing proposals for funding, as part of the pre-proposal process for all requests for proposals utilizing these federal funds. City staff will also provide technical assistance to grant recipients to ensure compliance with federal rules and regulations.

CITIZEN REPRESENTATION

The District Advisory Board (DAB) is an appointed body for each City Council district with advisory responsibilities to their respective City Council member. There are six eleven-member DABs located in each of the City Council districts. Each Council district contains approximately one sixth of the City's population, with DAB membership boundaries coinciding with City Council district boundaries. DAB responsibilities include but are not limited to:

- Review and advise the District Council member on capital improvements and neighborhood planning.
- Review and make recommendations on local traffic concerns.
- Serve as an informational exchange and make recommendations to the District Council member on zoning and land use matters.
- Establish an effective method to disseminate and communicate information of interest to residents of the District.
- Advise the District City Council member on appointments to City advisory boards/commissions.

- Work closely with neighborhood organizations, homeowners associations and community-based groups to overcome obstacles to citizen actions and involvement with neighborhoods and community.
- Serve as a vehicle for citizen involvement, education and input, and a forum for citizens to provide comments and direction to address issues of concern for the District and community.

A formal review process will be established through a 14 member Grants Review Committee (GRC) with the following composition: six DAB members designated from each City Council District; two from the Wichita Independent Neighborhoods Association; one from United Way; one representative of the Sedgwick County Manager; one representative of the USD 259 Superintendent, one representative of the Wichita State University President; one representative from large business, and one representative from small business. The GRC will review CDBG, HOME and ESG funding proposals and applications, hold a public hearing regarding those proposals, and submit funding recommendations to the City Council through the City Manager. Nothing herein will preclude the Committee from considering comments from their respective organizations.

BILINGUAL OPPORUNITIES

The City will accommodate the needs of non-English speaking citizens for participation in development/review of the Five-Year Consolidated Plan, the One-Year Action Plan and Consolidated Annual Performance and Evaluation Report by publishing public notices in minority and non-English newspapers (as available/appropriate); and providing interpreters for public hearings, upon request.

COMPLAINTS

The City will provide written responses to complaints and grievances within fifteen (15) working days of receipt, where practicable. Citizens wishing to file complaints should contact the Citizen Participation Coordinator, who is responsible for the implementation and oversight of the Citizen Participation Plan, at the following address:

Director of Housing and Community Services
332 N. Riverview
Wichita, Kansas 67203
(316) 462-3700
Communityhousing@wichita.gov

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Preliminary Funding Recommendations for the 2015-2016 Consolidated Plan Second Program Year Action Plan

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing, approve the preliminary funding recommendations for the 2015-2016 Second Program Year Action Plan, and authorize the release of Requests for Proposals and funding applications.

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

Specific funding sources which are governed by the Consolidated Plan are: Community Development Block Grant (CDBG); HOME Investment Partnerships (HOME); and Emergency Solutions Grant (ESG). The City submitted a 2014-2018 Consolidated Plan in May, 2014, which was approved by HUD. The Consolidated Plan serves as a guide for developing annual action plans to meet community needs; however, citizen feedback is solicited annually and considered in establishing funding priorities for each year.

Analysis: The second year of the Consolidated Plan will cover the period of July 1, 2015 to June 30, 2016. The City's process for completing a one-year plan begins with a funding forecast developed by staff. The forecast establishes a preliminary planning budget and designates funding activity categories. In October 2014, HUD issued specific guidance to local jurisdictions advising that annual plans should not be submitted without final allocation information and preliminary plans should be developed with that understanding.

In order to ensure a timely submission and adhere to HUD guidance, City staff has prepared a preliminary annual plan which assumes current level funding for 2015-2016 as follows: CDBG - $2,679,109; HOME - $1,238,857; and ESG - $225,915. Staff has solicited citizen input as to how funding categories should be adjusted within each source of funding if the actual allocation is more or less than current levels. Staff presentations at each District Advisory Board (DAB) meeting in November provided the current allocation categories and asked the members and the public to advise which should be increased or decreased as needed based on final allocations. A summary of the collective recommendations is provided on page two.

Staff is also soliciting feedback from the City Council and the public during this hearing, as to how funding categories should be adjusted if the actual allocation is more or less than current levels.

Community Development Block Grant (CDBG): $2,679,109

Category	Current Funding	If Funds Increase	If Funds Decrease
Capital Projects	0	No change	No change
Housing (Home repair)	$1,142,000	*Home repair	Across the board
Public Services	$1,053,500 (Cap is $1,163,310)	*Public Services	Across the board
Program Administration	$483,609 (Cap is 20% of CDBG allocation)	Across the board	Across the board

HOME Investment Partnerships Program (HOME): $1,238,857

Category	Current Funding	Increase	Decrease
Community Housing Development Organization (CHDO) Operating Funds	$50,000	Across the board	Across the board
HOMEownership 80	$319,972	**Across the board	Across the board
Boarded Up House	$125,000	**Across the board	Across the board
Housing Development Loan Program (HDLP)	$250,000	**Across the board	Across the board
Deferred Loan (Def. Loan)	$70,000	**Across the board	Across the board
CHDO Set-Aside	$300,000 (HUD requires minimum of 15% of HOME allocation)	Across the board	Across the board
Program Administration	$123,885	Across the board	Across the board

Emergency Solutions Grant (ESG): $225,915

Category	Current Funding	Increase	Decrease
Homeless Assistance (shelter operations)	$135,166 (Cap is 60% of total ESG allocation)	Across the board	Across the board
Homeless Prevention and Rapid Re-Housing	$72,494	Across the board	Across the board
Homeless Management Information System (HMIS)	$1,311	Across the board	Across the board
Program Administration	$16,944	Across the board	Across the board

There was a unanimous recommendation from all DABs to distribute the cuts evenly, in the event of a decrease in funding. The rationale repeatedly mentioned was that all currently-funded activities are important. The same philosophy governed most recommendations in the event funding is increased, however several DAB members made strong cases for being strategic with increases. The items marked by an asterisk above had specific recommendations though they were not represented in all DABs.

Specifically there were recommendations to designate all CDBG increases to home repair; other recommendations included designating all CDBG increases (up to the cap) to Public Services and within that category there were recommendations to increase summer youth employment. Another DAB recommended that all HOME funding increases be designated for housing related programs identified above by a double asterisk.

This plan will designate 100% of CDBG program funds to activities which benefit low to moderate income persons (one of three national objectives), which exceeds the HUD requirement that 70% of funds be so designated.

In addition to beginning the process with the same categorical allocations as the current year, staff also proposes consistency in the operational line items, particularly in CDBG Public Services. As the attached spreadsheet reflects, the following programs would be funded under Public Services.

- Office of Community Engagement (City Manager's Office)
- Housing First (Housing and Community Services)
- Women's Services (to be determined by Requests for Proposals)
- Youth Middle School Enrichment (to be determined by Requests for Proposals)
- Summer Youth Employment (Housing and Community Services)

Staff proposes to follow the City's established practice of issuing Requests for Proposals (RFPs) for Women's Services for victims of domestic violence and Youth Crime Prevention and Enrichment. In addition, applications will be solicited from CHDOs for the HOME set-aside funds. Proposals and applications will be reviewed by the Council-appointed Grants Review Committee (GRC) in January, 2015.

Proposals will also be solicited from entities proposing to serve the homeless with ESG funding. In accordance with ESG program guidelines, proposals will be reviewed and recommendations for 2015-2016 allocations will be made by the Wichita/Sedgwick County Continuum of Care (CoC). The GRC and CoC will prepare recommendations that will be submitted to the City Manager. Staff will incorporate all recommendations into the preliminary annual plan for Council approval. It will then be made available for a 30 day public comment period.

The preliminary plan will be adjusted once final allocations are known, and the revised annual plan will be available for another 30 day public comment period. Note: if the final allocations are known when the GRC and CoC recommendations are made, staff will prepare the annual plan incorporating all adjustment recommendations. Only one 30 day comment period will be necessary in that event.

Financial Consideration: Development of a one year plan is required for receipt of Federal funds. No General funds are involved with this planning activity.

Legal Consideration: The Law Department has reviewed the preliminary annual plan, which is in appropriate form, subject to Council modifications following the public hearing.

Recommendation/Actions: It is recommended that the City Council close the public hearing and approve the preliminary funding recommendations for the 2015-2016 Second Program Year Action Plan.

Attachments:
2015-2016 Second Program Year Allocation Spreadsheet

2015-2016 PRELIMINARY ALLOCATION RECOMMENDATIONS, DEC 9, 2014

COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects/Demolition	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 PRELIMINARY RECOMMENDATION
Public Works & Utilities	$75,000 *	$75,000 *	$0	$0
Street or Sidewalk Repair				
Amount from Annual Allocation	$0	$0	$0	$0
Amount from Prior Year Unallocated	$75,000	$75,000	$0	$0
Metropolitan Area Building & Construction Department	$100,000	$90,000	$0	$0
Demolition and Clearance of Dangerous and Unsafe Buildings				
Total - Capital Projects	**$175,000**	**$165,000**	**$0**	**$0**

*This amount from prior year unallocated funds

COMMUNITY DEVELOPMENT BLOCK GRANT Housing Activities	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 PRELIMINARY RECOMMENDATION
Neighborhood Clean-ups	$50,000	$19,420	$0	$0
Housing and Community Services				
- Staff and Administration: Responsible for the application process, eligibility determination, inspections, preparation of specifications, document preparation, accounts payable functions, internal cost estimates, and lead-based paint clearance inspections for all CDBG-funded Home Repair Program activities, as well as site inspections for HOME-funded and ESG-funded housing activities. Administers existing revolving loan programs, including the Historic Revolving Loan Program, the Historic Deferred Loan Program, the Home Improvement Loan Program, and the Rental Rehabilitation Program. including the servicing functions related to over 5,000 loans in the existing loan portfolio.	$369,091	$369,091	$389,000	$389,000
- Home Repair	$546,222	$758,984	$753,000	$753,000
- Rental Housing Loan Program	$0	$0	$0	$0
Total - Housing Projects	**$965,313**	**$1,147,495**	**$1,142,000**	**$1,142,000**

** This total includes unallocated funds

COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 PRELIMINARY RECOMMENDATION
Funds Available for Reallocation	$0	$0	$200,000 *	$0
Total - Neighborhood Initiatives	**$0**	**$0**	**$200,000** *	**$0**

*This amount from prior year unallocated funds

2015-2016 PRELIMINARY ALLOCATION RECOMMENDATIONS, DEC 9, 2014

COMMUNITY DEVELOPMENT BLOCK GRANT Public Services - CAP is $1,163,310	2012-13 COUNCIL ALLOCATION		2013-14 COUNCIL ALLOCATION		2014-15 COUNCIL ALLOCATION		2015-16 PRELIMINARY RECOMMENDATION
City Manager's Office Total Allocation	**$331,757**		**$428,626**		**$385,000**		**$385,000**
- Office of Community Engagement							
Amount from Annual Allocation	$331,757		$428,626		$385,000		
Amount from Prior Year Unallocated	$0		$0		$0		
Neighborhood Services Supervisor	$0		$0		$0		
Atwater	$78,301		$110,591		$120,591		
Colvin	$90,608		$122,898		$144,978		
Evergreen	$83,531		$83,531		$119,431		
Stanley	$79,317		$111,606		$0		
Housing and Community Services	**$118,593**		**$78,593**		**$68,500**		**$68,500**
- Housing First Project Coordinator	$68,593		$78,593		$68,500		
- Job Training	$50,000		$0		$0		
Women's Services	**$275,000**		**$275,000**		**$250,000**		**$250,000**
- Catholic Charities, Inc. - Harbor House	$110,000		$105,036		$96,745		
- StepStone, Inc. Counseling and Support Groups	$26,000		$26,000		$23,433		
- YWCA of Wichita - Women's Crisis Center/Safehouse	$139,000		$143,964		$129,822		
Youth Crime Prevention and Enrichment	**$125,000**		**$125,000**		**$125,000**		**$125,000**
-YMCA - Middle School After School	$104,000		$101,907		$103,090		
- BBBS Leaders, Achievers, and Winners (LAW) Camp	$0		$0		$0		
- Boys & Girls Clubs	$0		$0		$0		
- Hope Street	$0		$0		$0		
- Rainbows United	$21,000		$23,093		$21,910		
- Urban League	$0		$0		$0		
- Wichita Dream Center	$0		$0		$0		
Training and Employment	**$139,095**	**	**$188,177**		**$250,000**		**$225,000**
Amount from Annual Allocation	$139,095		$146,650		$225,000		
Amount from Prior Year Unallocated	$0		$41,527	*	$25,000	*	
- The Way to Work Youth Employment	$139,095		$146,650		$225,000		
- Saint Mark United Methodist - Life in Action	$0		$0		$0		
- YMCA - Job Prep	$0		$41,527	*	$25,000		
Total - Public Services	**$989,445**	**	**$1,095,396**	**	**$1,078,500**		**$1,053,500**

* From prior year unallocated funds

** This total includes unallocated funds

COMMUNITY DEVELOPMENT BLOCK GRANT Program Administration - CAP is 20% of annual allocation	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 PRELIMINARY RECOMMENDATION
Housing and Community Services	**$414,993**	**$464,511**	**$458,609**	**$458,609**
- CDBG Indirect Costs	$54,993	$59,511	$84,124	
- CDBG Program Management Total Allocation	$355,000	$400,000	$369,485	
- Fair Housing Initiatives	$5,000	$5,000	$5,000	
Planning Department	**$25,000**	**$25,000**	**$25,000**	**$25,000**
- Mandated Consolidated Plan Activities				
Total - Planning and Admin.	**$439,993**	**$489,511**	**$483,609**	**$483,609**
UNALLOCATED TOTAL	**$0**	**$116,527**	**$225,000**	**$0**
ANNUAL ALLOCATION - CDBG	**$2,569,751**	**$2,780,875**	**$2,679,109**	**$2,679,109**
GRAND TOTAL - CDBG	**$2,569,751**	**$2,897,402**	**$2,904,109**	**$2,679,109**

2015-2016 PRELIMINARY ALLOCATION RECOMMENDATIONS, DEC 9, 2014

HOME INVESTMENT PARTNERSHIPS PROGRAM HOME Activities	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 PRELIMINARY RECOMMENDATION
HOME Investment Partnerships Administration	$107,518	$104,740	$108,523	$108,523
HOME Indirect Costs	$15,010	$18,050	$15,362	$15,362
HOME Operating Funds for CHDO's	$50,000	$50,000	$50,000	$50,000
Operating Funds-Power CDC				
Operating Funds-MHRS				
HOMEownership 80 Program	$429,286	$383,014	$319,972	$319,972
Boarded-up House Program	$100,000	$100,000	$125,000	$125,000
Housing Development Loan Program	$235,000	$147,637	$250,000	$250,000
Deferred Loan Program	$0	$157,506	$70,000	$70,000
Total HOME Projects	**$936,814**	**$960,947**	**$938,857**	**$938,857**

HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO Set Aside Projects	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 PRELIMINARY RECOMMENDATION
CHDO Set Aside - Total Allocation	**$288,461**	**$266,959**	**$300,000**	**$300,000**
Amount from Annual Allocation	$288,461	$266,959	$300,000	
Amount from Prior Year Unallocated	$0	$0	$0	
Mennonite Housing Rehab Services (MHRS) - Single Family Home Development	$149,270	$175,000	$186,900	
Power CDC - Single Family Home Development	$130,730	$91,959	$0	
Universal Design	$8,461	$0	$0	
Unallocated CHDO Set Aside Funding	$0	$0	$113,100	
Total CHDO Set Aside Projects	**$288,461**	**$266,959**	**$300,000**	**$300,000**
Subtotal - HOME & CHDO Set Aside Projects				
**This amount includes $39,049.22 re-allocated from prior year unspent CHDO funds*				
UNALLOCATED TOTAL	**$0**	**$0**	**$0**	**$0**
ANNUAL ALLOCATION - HOME	**$1,225,275**	**$1,227,906**	**$1,238,857**	**$1,238,857**
GRAND TOTAL - HOME	**$1,225,275**	**$1,227,906**	**$1,238,857**	**$1,238,857**

2015-2016 PRELIMINARY ALLOCATION RECOMMENDATIONS, DEC 9, 2014

EMERGENCY SOLUTIONS GRANT	2012-2013 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 PRELIMINARY RECOMMENDATION
Emergency Solutions Grant - Final Allocation	**$223,388**	**$187,471**	**$225,915**	**$225,915**
Homeless Assistance Maximum Allocation (60%)	**$133,159**	**$112,483**	**$135,549**	**$135,549**
Emergency Shelter	**$133,159**	**$112,100**	**$135,166**	**$135,166**
Catholic Charities - Harbor House	$15,000	$12,600	$17,891	
Catholic Charities - St. Anthony Family Shelter	$25,000	$21,000	$21,000	
Inter-Faith Ministries - Inter-Faith Inn	$21,500	$18,100	$18,100	
The Salvation Army - Homeless Services	$25,000	$21,000	$21,000	
United Methodist Open Door - Homeless Resource Center	$35,000	$29,400	$29,400	
YWCA Women's Crisis Center	$11,659	$10,000	$21,051	
Inter-Faith Ministries - Warming Souls Winter Shelter			$6,724	
Homeless Prevention & Rapid Re-Housing	**$69,975**	**$60,928**	**$72,494**	**$72,494**
Homelessness Prevention	$28,535	$15,232	$18,124	
Center of Hope - Rent Assistance	$28,535	$15,232	$18,124	
Rapid Re-Housing	$41,440	$45,696	$54,370	
City of Wichita - Housing and Community Services	$41,440	$45,696	$54,370	
Homeless Management Information System (HMIS)	**$3,500**	**$383**	**$1,311**	**$1,311**
United Way of the Plains	$3,500	$383	$1,311	
Administration - Maximum Allocation (7.5% of total Award)	**$16,754**	**$14,060**	**$16,944**	**$16,944**
- Housing & Community Services Department - ESG Administration	$11,169	$9,373	$11,296	
- City Indirect Cost	$5,585	$4,687	$5,648	
TOTAL EMERGENCY SOLUTIONS GRANT	**$223,388**	**$187,471**	**$225,915**	**$225,915**
GRAND TOTAL	**$223,388**	**$187,471**	**$225,915**	**$225,915**

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

ESG PROJECTS

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

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

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Ordinance Appropriating the 2015 Budget; Ratifying the Payment of Claims Against the 2014 Budget

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Approve first reading of the ordinance.

Background: Each year the City Council must appropriate and approve the spending of the next year's budget according to the approved budget and also authorize, approve and ratify the payments which have occurred against the current year budget.

Analysis: Kansas law requires the amounts established in the 2015 Adopted Budget be appropriated, authorizing the payment of all claims and charges. Payments of claims and charges against each fund shall all be made by a combination of checks and warrants, drawn by the Director of Finance and counter-signed by the City Manager and Treasurer as provided by law.

The payment of all claims and charges against respective accounts and funds provided in the budget for the year 2014 are also required to be authorized, ratified and approved.

The legal requirements can be met by passage of the presented ordinance.

Financial Considerations: Appropriation of the 2015 budgets as adopted in August 2014 is required prior to expending funds.

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

Recommendations/Actions: It is recommended that the City Council approve first reading of the Ordinance and authorize the necessary signatures.

Published in the Wichita Eagle December 12, 2014

ORDINANCE NO. 49-902

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET; PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN; AND APPROVING AND RATIFYING THE PAYMENT OF ALL CLAIMS AGAINST THE ACCOUNTS.

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

SECTION 1. That there is hereby appropriated the amounts set up in each fund in the budget for the fiscal year 2015 for the payment of all claims and charges against each fund. Payments of all claims and charges against each fund shall be made by combination of checks and warrants, drawn by the Director of Finance and counter-signed by the City Manager and Treasurer as provided by law, provided, however, that such officers shall at all times comply with the provisions of the Budget Law and the Cash Basis Law of the State of Kansas.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2014 are hereby authorized, ratified and approved.

SECTION 3. This Ordinance shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the Governing Body of the City of Wichita, Kansas, this 9th day of December, 2014.

_____
Carl Brewer, Mayor

ATTEST: (SEAL)

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Sharon L. Dickgrafe,
Interim City Attorney and Director of Law

Agenda Item No. IV-6

City of Wichita
City Council Meeting
December 9, 2014

TO:	Mayor and City Council Members
SUBJECT:	2015-2017 Fraternal Order of Police (FOP) Memorandum of Agreement
INITIATED BY:	Human Resources Department
AGENDA:	New Business

Recommendation: Approve the proposed 2015-2017 Memorandum of Agreement.

Background: The City's negotiating team and FOP Lodge #5 have reached an agreement on a Memorandum of Agreement for 2015-2017. FOP represents all employees' bearing the rank of Warrant Officer, Crime Scene Investigator, Police Recruit, Police Officer, Police Detective, and Police Sergeant. The union membership ratified the agreement last week.

Analysis: The agreement has a three year term and will be in effect from December 20, 2014 through December 16, 2017. Eligible employees will receive step increases and general pay adjustments (GPA's) as follows:

2014: 3.0% effective December 20, 2014
2015: 1.25% effective December 19, 2015, 2.5% performance based merit step increase for eligible employees on merit date.
2016: 1.5% effective December 17, 2016, 2.5% performance based merit step increase for eligible employees on merit date.

Other notables include the following:

- Interest Based Bargaining was successfully used throughout the negotiating process.
- Commissioned officers with greater than six years of service will receive an enhanced graduated pay scale.
- Changes to simplify the discipline process for minor A and B violations.
- Employees on a reckoning period for a D or E penalty will not be eligible for a position to other specialty units within the department.
- For non-work related injuries, light duty assignments will be limited to 12 months.
- Grievance procedure enhancements included streamlining the timeliness of grievance resolution and agreeing to mediation through Federal Mediation and Conciliation Service (FMCS) prior to filing a Public Employment Relations Board (PERB) complaint.
- Removed "Station Clerk" and "Traffic Safety Officer" from the Agreement. These positions are no longer budgeted or filled.
- Promotion and transfer language was enhanced with more open and transparent communication of open positions as well as employees submitting their interest for open positions.

- Uniform and Equipment language was improved to modify eligible items on what the allowance could be used.

This is a three year agreement.

Financial Considerations: The agreement is consistent with the 2015 adopted budget. The 2015 cost of the GPA and related increases in salary-based benefits is estimated at $1,322,585. .

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

Recommendation/Action: It is recommended that the City Council approve the proposed 2014-2017 Memorandum of Agreement between the City and the Fraternal Order of Police Lodge #5.

Attachment: Memorandum of Agreement

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

AND

FRATERNAL ORDER OF POLICE

LODGE #5, WICHITA, KANSAS, INC.

DATE EFFECTIVE: DECEMBER 20, 2014

DATE ENDING: DECEMBER 16, 2017

Table of Contents

PREAMBLE 6
ARTICLE 1 6
RECOGNITION OF EMPLOYEE ORGANIZATION 6
ARTICLE 2 7
MANAGEMENT RIGHTS AND RESPONSIBILITIES 7
ARTICLE 3 8
EMPLOYEE RIGHTS AND RESPONSIBILITIES 8
ARTICLE 4 8
NONDISCRIMINATION 8
ARTICLE 5 9
STRIKES AND LOCKOUTS 9
ARTICLE 6 10
HOURS OF WORK AND DUTY SHIFTS 10
Section 1. Overtime and comp-time. 10
Section 3. Holidays 11
ARTICLE 7 13
COMPENSATION 13
Section 1. General Statements 13
Section 2. Rates of Pay. 14
Section 3. Longevity Pay 15
Section 4. Educational Differential 16
Section 5. Shift Differential. 16
Section 6. Specialty Duty Pay. 17
Section 7. Stand By and/or Call Back. 17
Section 8. Field Training Officer and Field Training Sergeant Compensation. 17
Section 9. Court Appearance. 18
Section 10. Rotation Pay – Shift Differential. 19
Section 11. Annual Fitness Test. 19
Section 12. Canine Officers 20

ARTICLE 8 20
CHECKOFF AND PAYROLL PROCEDURE 20
ARTICLE 9 21
EMPLOYEE BENEFITS AND ALLOWANCES 21
Section 1. Retirement and Pension Funds. 21
Section 2. Medical and Hospitalization Insurance. 21
Section 3. Life Insurance. 22
Section 4. Wichita Police Benefit Fund Association. 22
Section 5. Automobile Insurance. 22
Section 6. Uniforms and Equipment. 22
Section 7. Travel and Business Expense. 24
ARTICLE 10 24
LEAVES OF ABSENCE 24
Section 1. General Statements. 24
Section 2. Annual Vacation Leave. 25
Section 3. Sick Leave. 27
Section 4. Injury Leave. 28
Section 5. Bereavement Leave. 30
Section 6. Educational Leave. 31
Section 7. Professional Conferences and Meetings. 31
Section 8. Jury Duty. 32
Section 9. Court Appearance in Official Capacity. 32
Section 10. Court Appearance in Personal Matters. 32
Section 11. Military Leave. 32
Section 12. Time Off for F.O.P. Business. 32
Section 13. Other Leave of Absence. 33
ARTICLE 11 33
SENIORITY 33
ARTICLE 12 35
PROMOTIONS AND TRANSFERS 35

Section 1. Promotional Policy 35
Section 2. Notification of promotion or transfer. 36
Section 3. Posting of vacancies. 36
Section 4. SCAT, CP & SRO 37
Section 5. Selections for transfers made by the Department 38
Section 5. Temporary assignments. 38
ARTICLE 13 39
DISCIPLINARY PROCEDURES 39
Section 1. Definitions 39
Section 2. Professional Standards investigations 39
Section 5. Employee's signature. 43
Section 7. Complaints. 43
Section 8. Just Cause. 44
Section 9. Critical Incidents 44
Section 10. Removal of a member from a specialty unit 44
Section 11. Limitations on discipline due to timeframe of the infraction 44
Section 12. Stipulation to discipline 45
ARTICLE 14 45
GRIEVANCE PROCEDURE 45
Section 1. Definition. 45
Section 2. Procedure. 45
Section 3. Grievance Board. 46
Section 4. Burden of proof. 47
Section 6. City Manager's decision. 47
Section 7. Termination cases. 48
Section 8. Letters of discipline. 48
Section 9. F.O.P. representation at Safety Review Board. 48
ARTICLE 15 48
WORKING CONDITIONS AND EQUIPMENT 48
Section 1. Practice ammunition. 48

Section 2. Firing range. 49
ARTICLE 16 49
MISCELLANEOUS PROVISIONS 49
Section 1. F.O.P. bulletin boards. 49
Section 2. Employee's department personnel file. 49
Section 3. WPD Nominating Committee. 50
Section 4. Group Orientation. 50
ARTICLE 17 50
INTERPRETATIVE PROVISIONS 50
ARTICLE 18 51
SUBSTANCE TESTING 51
ARTICLE 19 51
DURATION AND TERMINATION 51

The City of Wichita will hereinafter be referred to as "City," and the Fraternal Order of Police, Lodge #5, Wichita, KS. Inc., will hereinafter be referred to as "F.O.P."

PREAMBLE

WHEREAS, the parties hereto desire to maintain the existing harmonious relations; to advance mutual interests in the preservation of public safety, law and order; to promote standards and conditions of employment for police officers of the City of Wichita, Kansas; to achieve harmonious and peaceful adjustment of differences which may arise; and to establish standards for wages, hours, benefits and other conditions of employment.

ARTICLE 1

RECOGNITION OF EMPLOYEE ORGANIZATION

Section 1.

The City recognizes the F.O.P. as the sole and exclusive representative for the purposes of negotiating collectively with the City pursuant to the Public Employer-Employee Relations Act of the State of Kansas, with respect to wages, hours, benefits and other terms and conditions of employment for all members of the bargaining unit.

Section 2.

The bargaining unit consists of all employees in classifications listed in Appendix A.

Section 3.

If any classification in the bargaining unit is retitled, this Memorandum of Agreement shall be construed to include such retitled classification in Appendix A. If any additional classification is included in the bargaining unit, the City and the F.O.P. will meet and confer concerning the terms and conditions of employment.

Section 4.

This Agreement shall be binding upon all employees in the bargaining unit.

ARTICLE 2

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1.

The F.O.P. acknowledges that the City and its management have certain exclusive statutory rights and responsibilities which they may not surrender. Except as expressly provided otherwise by this Agreement or by law, the City shall retain its rights to make, amend or execute decisions and policies that are necessary to operate and maintain the City and its programs and to otherwise carry out its lawful rights and responsibilities.

Section 2.

Except as expressly provided otherwise by this Agreement or by law nothing contained in this Agreement shall circumscribe or modify the statutory right of the City to:

(1) To determine the services and level of services to be offered by the City;

(2) To determine the number of employees required;

(3) To schedule overtime as determined necessary;

(4) To lay off, terminate, or otherwise relieve employees for lack of work or other legitimate reasons;

(5) To determine the fact of lack of work, provided that officer safety is not compromised;

(6) To discipline for just cause;

(7) To direct the work of its employees;

(8) To take actions as may be necessary to carry out the mission of the department in emergencies;

(9) To hire, promote, demote, transfer, assign and retain employees in positions within the Wichita Police Department;

(10) To maintain the efficiency of governmental operation;

(11) To determine the method, means and personnel by which operations are to be carried on;

Section 3.

The above rights, responsibilities and prerogatives are inherent in the City and its management.

Section 4.

A copy of all department and bureau goals and S.O.P.'s will be delivered to the F.O.P. for review and comment.

Section 5.

The City of Wichita and the Wichita Police Department create and update policies (i.e. Administrative Regulations, WPD Policies and Regulations) as needed. Occasionally employees will be asked to sign a document acknowledging receipt of the document. An employee's signature will be compelled for receipt of the document only.

ARTICLE 3

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1.

The City acknowledges that the employees must possess and exercise a high degree of integrity, courage and sense of responsibility, and are specially trained and skilled in their duties. When it employs these employees, the City does so with the express intent of encouraging a professional attitude on the part of these employees, and of honoring their rights and prerogatives. Correspondingly, the employees are to be governed by the highest ideals of honor and integrity in all of their public and personal conduct in order that they merit the respect and confidence of the public.

Section 2.

Employees shall have the right to form, join and participate in the activities of the F.O.P. and may refuse to join or participate in any F.O.P. activities.

ARTICLE 4

NONDISCRIMINATION

Section 1.

No employee shall be discriminated against because of race, color, creed, national origin, age, sex, religion, ancestry or disability, by either the City or the F.O.P.

If any grievance is filed under this section, and any complaint is filed with any other board, agency or court with concurrent jurisdiction concerning the same incident, the grievance shall be held in abeyance until the other board, agency or court has rendered its decision.

Section 2.

The City shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Kansas and the United States; and shall not discriminate against any employee with respect to hours, wages or any other term or condition of employment by reason of membership in the F.O.P., or participation in any of its activities, collective negotiations with the City, or institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

ARTICLE 5

STRIKES AND LOCKOUTS

Section 1.

The City shall not institute, authorize, cause, aid, ratify or condone any action to provoke interruption of or prevent the continuity of work normally and usually performed by the employees for the purpose of coercing the employees into relinquishing rights guaranteed under the law.

Section 2.

The F.O.P. shall not authorize, cause, aid, ratify, condone nor shall any employee take part in, aid, render assistance to, or support any action for the purpose of coercing a change in the conditions, rights, privileges or obligations of employment through failure by concerted action with others to report for duty or failure to work at usual capability in the performance of the normal duties of employment.

ARTICLE 6

HOURS OF WORK AND DUTY SHIFTS

Section 1. Overtime and comp-time.

Employees will receive overtime pay for hours worked in excess of 40 during a work week at the rate of one and one half times the regular rate of pay. Police Sergeants will receive overtime pay for hours worked in excess of 42.5 hours in a week at one and one half times the regular rate of pay. The following paid leaves of absences shall be included in computing hours worked: authorized holidays, injury leave and jury duty. Starting December 18, 2015, the following paid leaves of absences shall be added to the aforementioned list: personal holidays, well-days, vacation, emergency, bereavement, compensatory time. As required by the Fair Labor Standards Act (FLSA) the work week for employees in the bargaining unit is 7:01 a.m. Saturday through 7:00 a.m. Saturday. The normal workweek is five consecutive 8-hour days (8.5 hour for Sergeants), with two consecutive days off, or four consecutive 10-hour days (three consecutive 10.5 hour days and one 11 hour day for Sergeants) with 3 consecutive days off. The City retains the right to schedule overtime work as required.

Comment [HA1]: TA – 10-9-2014

At the request of an employee and with supervisor approval, an employee may adjust their workday start-time and/or end time to accomplish the following:

- Perform work-related tasks to enhance community safety
  - Conduct surveillances
  - Attend beat team meetings
  - Attend community meetings
  - Take part in neighborhood projects
  - Special enforcement initiatives
  - Other police projects
- Accommodate family or personal appointments

In addition, an employee, with supervisor approval, will be permitted to change their days off within a given work week to accomplish the above listed items. In any event, employees will not be permitted to work more than 40 hours (42.5 hours for 85 hour pay period employees) a week unless compensated by overtime.

When requested by an employee and authorized by the Chief of Police or designated departmental management representative, time off at the rate of one and one-half (1.5) of the

overtime hours worked by an employee may be granted in lieu of overtime payment. An employee shall be allowed to accrue and carry over up to 80 hours of compensatory time. Use of compensatory time shall be subject to management approval, advance notice, and staffing requirements, but shall not be unreasonably denied.

Section 2.

A 28-day work period is established for the bargaining unit for purposes of administering holidays.

Section 3. Holidays

(a) Time off with pay shall be granted for eleven authorized holidays; New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas and 2 Personal Holidays.

(b) Probationary employees are not eligible to use Personal Holiday hours until they have completed six months of service. Holidays that occur during an approved leave of absence with pay, except injury leave, are not charged as days of leave taken.

(c) For designated holidays *except* Thanksgiving, Christmas, New Year's Day and Independence Day, the employee shall be granted the actual holiday off when law enforcement activities permit. If an employee is required to work on the holiday, or a holiday falls on a regular day off, the employee shall be given time off to be taken on a day selected by the employee within the 28-day work period in which the holiday falls, as law enforcement activities permit. If an employee cannot take an authorized holiday off within the 28-day work period in which the holiday falls, and is required to work, the employee shall be compensated in addition to the employee's regular pay at time and one-half for the hours worked.

(d) For the Thanksgiving, Christmas, New Year's Day and Independence Day holidays, an employee, who requests it, shall be granted the actual holiday off when law enforcement activities permit. If the holiday falls on a regular day off, the employee shall be given time off to be taken on a day selected by the employee within the 28-day work period in which the holiday falls, as law enforcement activities permit. An employee who works on either the Thanksgiving, Christmas, New Year's Day or Independence Day holiday, shall be compensated in addition to their regular pay at time and one-half for the hours worked. Field officers who are scheduled to work on a premium pay holiday may choose to work that day or request the day off, as law enforcement activities permit.

Section 4.

The normal workday for Police Officers, Crime Scene Investigators and Warrant Officers shall be eight or ten consecutive hours. The normal workday for Police Sergeants shall be between eight and eight and one half consecutive hours or ten and ten and one half consecutive hours. The normal workday for all other employees, shall be eight or ten consecutive hours. Whenever an employee requests and is approved by the supervisor to work a split shift they shall be allowed one hour of their work day scheduled for travel. The normal workday may be lengthened or shortened as law enforcement activities require. Overtime will be paid in accordance with Section 1 of this article.

Comment [HA2]: TA – 8-21-2014

Section 5.

All employees shall be allowed two 15-minute breaks with pay per work day. The parties agree to maintain the current practices for scheduling and length of meal periods. Those employees scheduled for a (9) nine hour day shall receive a (60) sixty minute unpaid meal period.

Section 6.

Parties agree to bargain over the impact of permanent changes to the current shifts in effect. This is intended to include days off as well as the shifts.

Comment [HA3]: TA – 9-14-2014

Section 7.

When an employee appears for a Professional Standards interview or Accident Review Board hearing which occurs outside of the employee's normal working hours, such employee will be paid for a minimum of two hours. However, if the interview time is in conjunction with the beginning or ending of a normal working shift, only the extra time worked will be paid, in lieu of the two hour minimum. Employees shall be paid for all required fitness for duty examinations which occur outside of the employee's normal working hours.

Section 8.

When an employee is called into work for any reason, other than Professional Standards interview, Accident Review Board hearing or a fitness for duty examination, outside of the employee's normal working hours, the employee will be paid at the overtime rate for a minimum of two (2) hours, regardless of his/her pay status at the time. However, if the call in time is in conjunction with the beginning or ending of a normal working shift, only the extra time worked will be paid, in lieu of the two (2) hour minimum.

Section 9.

At no time will there be more than one sergeant on the same shift, or overlapping shifts, in the same bureau in the Field Services Division who are members of SWAT, EOD or the Mounted Unit.

Comment [HA4]: TA – 8-28-2014

ARTICLE 7

COMPENSATION

Section 1. General Statements

(a) The City will continue to write job requirements for each position classification within the bargaining unit and will initially determine the classification of each position in accordance with the classification plan presently in effect. Modifications in any classification will be delivered to the F.O.P. in advance of such modification being made to allow input concerning such modification, which will be given due consideration. The City will meet and confer with the F.O.P. before adding or deleting classifications from the bargaining unit.

(b) The minimum rate of pay for a class shall be paid on the original appointment to the class, provided that (1) the appointment to a higher rate within the wage range for a class may be authorized by the City when it is impossible to recruit qualified persons at the minimum rate for the class, or in recognition of exceptional qualifications of a candidate; and (2) any employee who is promoted shall be advanced to the nearest step in the higher wage range that represents an hourly increase in pay of at least 3.0% over pay the employee was receiving prior to the employee's promotion. Employees who are promoted, demoted or advanced in pay, their anniversary or merit date shall remain the same throughout his/her career.

The Police Recruit classification is established at one range lower than Police Officer. Police Recruits are eligible to participate in one of the health insurance programs offered by the City and receive paid holidays. Police Recruits, in the course of any investigation or a situation involving possible disciplinary action, shall be entitled to F.O.P. representation. A termination of a recruit or probationary employee may not be grieved. Upon satisfactory completion of recruit training, recruits will be advanced to the position of Police Officer and will be eligible for all benefits afforded full-time employees.

An exception is made for full-time employees of the City who become Police Recruits. Full-time employees may continue to participate in the life insurance program, in addition to health

insurance and receiving paid holidays. While the employee is in recruit training, use of prior accrued leaves is not permitted, nor will the recruit accrue additional leave. Prior accrued leaves and seniority for accrual of longevity benefits (vacation, sick leave and longevity pay) will be reinstated upon appointment to Police Officer.

(c) The rates of pay for employees subject to this agreement are shown in Appendix B, Appendix C, and Appendix D of this contract. Rates of pay reflect the base rate for each employee.

(d) Employees assigned the duties of a higher position shall be compensated at the rate of pay for the higher position for those hours worked if the employee is so assigned a period of time 20 consecutive work days or more in any 12-month period. This provision does not apply to employees on probation.

Section 2. Rates of Pay.

The following increase in wages will take effect for the following years:

2015: 3% across the board increase, but no merit step increase, effective December 20, 2014

2016: 1.25% across the board increase effective December 19, 2015

2017 1.5% across the board increase effective December 17, 2016

Comment [HA5]: TA – 10/9/2014

(a) The rate of pay for Police Recruit is one range less than the beginning step of Police Officer, Range 722, step A.

(b) After an employee has satisfactorily completed recruit training, the employee shall be advanced to the position of Police Officer and shall have a twelve-month probationary period.

(c) All employees covered by this agreement shall have fifteen (15) pay steps. Within range increases from Steps A through O shall be based on satisfactory performance and after 12 months of service in grade. Advancement may be granted after exemplary service on the Department Director's recommendation and with the approval of the City Manager. The denial of a step increase shall be considered a grievable matter for commissioned personnel.

(d) Notwithstanding Article 7, Section 2 (c), all employees in ranges 723, 724, or 725 and in pay step A as of 17 December 2016 will *not* receive a pay step increase during the period of 17 December 2016 through 15 December 2017. All employees in the applicable ranges and Step A on 17 December 2016 will remain on Step A during this period. The positons, by virtue of being on A step on 16 December 2017

and due to the provisions of Article 7, Section 2, will receive a 2.5% increase on 17 December based on their placement on the 2017 pay matrix; in effect accelerating the increase that would have been provided had these employees received a step movement.

Effective December 17, 2016, each positon will be placed on the 2017 pay matrix as follows. Anniversary dates for all positions will remain unchanged.

	Placement on 17 Dec 2016					
Step as of 16 December 2016	**710**	**712**	**714**	**723**	**724**	**725**
A	A	A	A	A	A	A
B	B	B	B	A	A	A
C	C	C	C	B	B	B
D	D	D	D	C	C	C
E	E	E	E	D	D	D
F	F	F	F	E	E	E
G	G	G	G	F	F	F
H	H	H	H	G	G	G
I	I	I	I	H	H	H
J	J	J	J	I	I	I
K	K	K	K	J	J	J
L	L	L	L	K	K	K
M	M	M	M	L	L	L
N	N	N	N	M	M	M
O	O	O	O	O	O	O

(e) Bilingual pay in the amount of $10.00 per hour for translation, paid in 15 minute increments, in addition to their base hourly rate shall be paid to each officer designated by the Chief of Police. The Chief shall determine which languages, other than English, are necessary to conduct police operations and how many officers will be eligible to receive bilingual pay. An initial test shall be established and administered by the Chief of Police or the Chief's designee to determine competency and eligibility, but only those designated by the Chief of Police shall receive such pay.

(f) Employees in grant-funded special assignments, rather than grant funded positions, shall be paid at the overtime rate for all time working those assignments unless prohibited by the grant.

Section 3. Longevity Pay.

(b) (a) In consideration of long and faithful service, the City Manager shall authorize payment of longevity pay to the employees every pay period in addition to their base pay. Employees will become eligible for longevity pay upon the completion of six (6)

years total accumulative service with the City. The amount of this pay to employees shall not exceed $2.00 times the total years of accumulative service per month, e.g., $2.00 times five years of service equals $10.00 monthly longevity pay. Upon the completion of eleven (11) years total accumulative service with the City, the amount of pay shall be increased, not to exceed $5.00 times the total years of accumulative service per month, e.g., $5.00 times twelve years of service equals $60.00 monthly longevity pay in recognition that commissioned law enforcement employees continually gain experience as their service time lengthens and in an attempt to retain said experience a "commissioned law enforcement longevity amount" will take effect for those employees, in lieu of Section 3(a) above, starting December 19, 2015 as follows:

	Dollar amount multiplied by years of service per month	
Upon completion of years of service	Starting 12/19/2015	Starting 1217/2016
6 years	$3	$4
11 years	$8	$11
15 years	$9	$13
19 years	$11	$15

(c) For Section 3(b), the maximum number of years of service to be multiplied shall not exceed thirty-five (35) years.

Section 4. Educational Differential.

Commencing the first full pay period after the approval of this agreement, Police Officers, Police Detectives, and Police Sergeants shall receive educational pay in the amount of $110.00 per month for a baccalaureate or $135 per month for a masters degree from an accredited college or university. For commissioned officers hired after 12/27/86, a degree must be in Administration of Justice, a related field, or meet the requirements of the department.

Academic degrees earned must be from a degree-granting institution which has been accredited by the American Association of Collegiate Registrars and Admissions Officers and certified as eligible by Human Resources.

Commissioned officers are not eligible for tuition reimbursement from the City of Wichita.

Section 5. Shift Differential.

(a) Employees in the bargaining unit required to work 2nd, 3rd or 4th shift will receive shift differential pay at the rate of $.75 per hour in addition to their base pay.

(b) Differential pay will be determined by the shift starting time;

1st Shift:	From 6:00 a.m.	To 10:00 a.m.
2nd Shift:	From 10:00 a.m.	To 5:00 p.m.
3rd Shift:	From 5:00 p.m.	To 11:00 p.m.
4th Shift:	From 11:00 p.m.	To 6:00 a.m.

Section 6. Specialty Duty Pay.

Specialty Duty Pay of $60 per pay period will be provided to officers in the positions listed below. However, an officer that meets more than one of the criteria shall be paid a total of only $60 per pay period (an officer is not eligible for more than one specialty pay).

1. Those officers who are assigned to the Bomb Unit;

2. Those officers who are assigned as Canine Officers;

3. Those officers who are assigned to the SWAT Team;

4. Those officers who are Clandestine Lab Processors;

5. Those officers assigned to the Air Section

7. Those officers designated as hostage negotiators.

Section 7. Stand By and/or Call Back.

(a) All employees required to carry a pager or any communication device while off duty and not on standby, who are called back to duty, shall not be subject to disciplinary action, transfer of assignment or changing of days off unless such non-availability becomes detrimental to the employee's ability to perform his/her duty assignment or is in direct conflict with the rules and regulations of the department.

(b) Any employee placed on standby for the purpose of being called back to duty and required to remain at home or at a specific place shall be compensated at the rate of time and one-half for all actual duty time or restricted time.

Section 8. Field Training Officer and Field Training Sergeant Compensation.

The City agrees to pay each officer who is designated as a Field Training Officer by the Chief of Police an additional $1.25 per hour while actually assigned to the training of

newly commissioned officers and newly commissioned reserve police officers. This pay shall occur only during the regular training cycle or remedial training cycle established for such new officers and/or during the time Field Training Officers are assigned to the Training Bureau. The City agrees to pay each Sergeant who is designated as a Field Training Sergeant $1.15 per hour while actually assigned to supervise the training of newly commissioned officers and newly commissioned reserve police officers. This pay shall only occur during the regular training cycle or remedial training cycle established for such new officers by the Chief of Police and/or during the time Field Training Sergeants are assigned to the Training Bureau.

Section 9. Court Appearance.

Employees may elect one of the following two options when subpoenaed for Municipal Court:

1. Employees may contact the Court Liaison Officer before their scheduled court time and leave a pager, cell or home phone number where they can be reached for two (2) hours after their scheduled court time. If employees are not contacted by the Court Liaison Officer within two (2) hours after their scheduled court time, they will be released from their subpoena.

2. Employees may contact the Court Liaison Officer thirty (30) to sixty (60) minutes after their scheduled court time. At that time, employees will be released or not released from their subpoena. If employees are not released from their subpoena, they may:

    a. Agree to call-back at a certain time;
    b. Ask the Court Liaison Officer to call back at a certain time; or
    c. Agree to report to Court.

Off-duty employees will have fifty (50) minutes to report to Court starting from the time they are ordered or agree to report.

Employees may use the time awaiting a determination from the Court Liaison Officer as they choose.

Compensation

Employees will be paid a minimum of three (3) hours for any court appearance unless the court appearance is in conjunction with the beginning or ending of their shift and then the employee will be compensated for the actual amount of time spent on the court appearance. If the employee was not in transit to court or at court for a minimum of three (3) hours then one of the three (3) hours of compensation must be taken as compensatory time in accordance with Article 6, Section 1. If the employee is at their maximum allowable hours of carry over, then they will be compensated for a minimum of two (2) hours after they are ordered to appear.

Section 10. Rotation Pay – Shift Differential.

A. Within the investigations division there are positions for police officers that are limited in duration and are designed to allow officers from the field services division to learn about the investigative function by spending time working in the investigations division. These positions are considered rotation investigative assignments. While officers are assigned to these positions, they will continue to receive shift differential paid in their previous assignment. This provision will not apply to officers temporarily assigned to the investigations division for other reasons (i.e. administrative, light duty, etc.)

B. The Department will be able to utilize a rotation of patrol officers into Investigations for no more than one-year rotations. They will maintain their current rate of pay. This is not intended to be used in lieu of promotions into the rank of detective. The standardized selection matrix for specialty units and rotations will be used for rotation assignments. On rare occasion, due to unique operational needs, a selection can be made outside the normal standardized selection matrix upon agreement between the FOP and Chief of Police.

Comment [HA6]: TA – 8-7-2014

Section 11. Annual Fitness Test.

All employees will be given the option of taking an annual fitness test. Those individuals who take and pass the test will receive a $100.00 bonus for each year in which they pass the test. The requirements for the test will be recommended by a joint committee of two members from the F.O.P. and two members from police administration. The committee's recommendations will be subject to approval by the Chief of Police.

Section 12. Canine Officers

Canine Officers shall work a nine (9) hour work day, with the tenth (10th) hour of each scheduled work day being devoted to the training, care and maintenance of their canines. When canine officers are on paid leave they shall be charged for nine (9) hours of leave time per day but shall be paid for ten (10).

ARTICLE 8

CHECKOFF AND PAYROLL PROCEDURE

Section 1.

Whenever duly authorized by any employee on a form or forms appropriate for such purpose and consistent with the regulations established by the Human Resources Department of the City, payroll deductions shall be made and paid in accordance with such form or forms for any or all of the following purposes:

(1) Donations to the Friendship Fund;

(2) Premiums for employee health, dental and life insurance benefits;

(3) Police Benefit Fund for commissioned police officers only, as defined by the Benefit Fund by-laws

(4) Deferred Compensation;

(5) Employee Organization Dues; and

(6) Deduction to the Wichita Federal Credit Union.

Comment [HA7]: TA – 8-21-2014

Section 2.

The authorization form or forms will include a provision that an employee may terminate the deduction for F.O.P. dues upon written notice to the City and the F.O.P. during the months of March and September.

ARTICLE 9

EMPLOYEE BENEFITS AND ALLOWANCES

Police Recruits are not eligible for any employment benefits except health insurance. Benefits and allowances become effective when the Police Recruit is classified as Police Officer.

Section 1. Retirement and Pension Funds.

Employees shall come under the retirement systems as set forth by the City of Wichita in effective ordinances and charter ordinances. The bargaining unit employees agree to be bound by any changes in the retirement systems that are approved by a majority vote of all employees covered thereunder.

(a) The City will post pensionable pay categories on the City web portal so to provide information about the pension benefits to employees and provide contact information so that employees can contact the Board of pensions to obtain any information needed regarding their pensions.

(b) If the Pension Board revokes the disability pension of any former bargaining unit member for the reason that the member is no longer disabled, the department must rehire that member at the rank, pay step and seniority that member held at the time of his retirement, except that seniority shall include time spent in retirement.

(c) In order to be eligible for rehire, pursuant to paragraph (b) above, the retiree must:

(1) Successfully complete the application process; and

(2) If a disciplinary investigation was pending at the time he/she was awarded a disability pension, the retiree must have cooperated in that investigation. Such retirees shall retain all of their grievance rights under this contract at the time of the imposition of any discipline.

Section 2. Medical and Hospitalization Insurance.

The City will extend to all employee groups the same health insurance program(s) available to all full-time City Employees. For those participating in the City plan, the City will pay 80% of the health insurance premium of the lowest cost plan offered by the City. The employee will pay 20% of the health insurance costs of the lowest cost health insurance plan offered by the City and additional costs of any other health plan the employee group selects. Participation in the health insurance program is optional with each employee.

Section 3. Life Insurance.

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

Section 4. Wichita Police Benefit Fund Association.

The City recognizes the existence of the Wichita Police Benefit Fund Association, and recognizes the right of all commissioned officers to belong to the same, subject to the by-laws of the Wichita Police Benefit Fund Association.

Section 5. Automobile Insurance.

The City shall provide liability insurance protection for each employee covered by this Agreement during authorized operation of a City vehicle or equipment. Any legal representation shall be provided by the insurer at no expense to the employee or pursuant to Section 2.62.100 et. seq. of the City Code. The department will complete State accident reports in officer involved accidents only when required by State reporting criteria.

Section 6. Uniforms and Equipment.

A. The City shall furnish or reimburse an employee for all required equipment and initial issue of uniforms the employee is required to possess by virtue of the employee's employment with the City. Replacement or renovation of issued leather equipment, except shoes, and boots, which have become unserviceable through fair wear and tear shall be done at no cost to the employee's uniform and equipment allowance. Replacement of bulletproof vests, which have become unserviceable through fair wear and tear, or at the expiration of the manufacturer's warranty, shall be done at no cost to the employee's uniform and equipment allowance.

B. Police Officers, Police Detectives, Police Sergeants, Crime Scene Investigators and Warrant Officers shall be allowed a clothing allowance up to a maximum of $700 in department credit or vouchers in accordance with department policy.

Comment [HA8]: TA – 8-21-2014

(1) Uniformed employees may expend up to one-half of the uniform and equipment allowance for civilian attire each year.

(2) Police Detectives may expend their total uniform and equipment allowance for either uniform items or civilian attire according to individual requirements.

(3) Employees may expend $200 of their uniform and equipment allowance annually to fund registration costs for law enforcement related training.

(4) Employees may expend $50 of their uniform and equipment allowance annually for practice/qualification purposes.

(5) Employees may expend $100 of their uniform and equipment allowance annually to pay for professional dry cleaning services. Receipts will be submitted with at least a minimum of $50 in total combined receipts.

(6) Once within a five (5) year period, employees may expend $400 on their uniform and equipment allowance annually for the purchase or partial purchase of a back-up or off duty weapon from the approved Wichita Police Department range master list.

Comment [HA9]: TA – 9-4-2014

(7) No cash payments or carry over credit will be given for any under expended portion of the annual uniform and equipment allowance.

(8) Police Officers who are in assignments which are expected to last at least four (4) months and which require civilian clothing shall be allowed to expend their total uniform and equipment allowance for either uniform/equipment items or civilian attire according to individual requirements.

(9) "All employees assigned to the Special Weapons And Tactics (SWAT) team, Clandestine Lab, or Explosive Ordinance Disposal (EOD) Unit shall be allowed a onetime expenditure of 75% of their annual uniform and equipment allowance for the purchase of personal SWAT team, Clandestine Lab, or Explosive Ordinance Disposal Unit related equipment not issued by the City. Thereafter, SWAT team, Clandestine Lab, and EOD Unit members shall be allowed to spend up to a maximum of 50% of their annual uniform and equipment allowance on personal SWAT team, Clandestine Lab, or EOD related items not issued by the City."

(10) Officers may use the full uniform and equipment allowance at any time from January 1 through November 30 of each year.

(c) The City shall repair or replace uniforms, including leather goods, civilian attire, and prescription eyewear damaged or destroyed in the line of duty. The employee who suffers the

damage to equipment described above will submit a claim with a complete report of circumstances surrounding the incident, including the police case number, to the Commander of the Support Services Division through channels who will rule on this claim in writing within five days. Under no circumstances will the City be responsible for damages to any equipment when it is determined that the employee was negligent or that the damage was not the result of an in-line-of-duty police activities.

(d) While on duty in uniform or plain clothes, any member of the F.O.P. may wear the F.O.P. pin sold by the F.O.P. Grand Lodge to its members. The pin shall be worn on the left front pocket flap of the uniform.

(e) Employee retiring from service may retain their badge provided they agree that the badge will be sealed or encased preventing its official use. The retiring employee may pay for the cost of the badge from his/her uniform allowance.

(f) Employees retiring from service, except for medical disability for psychological reasons, may be able to purchase their duty weapon at the fair market value. In order to purchase the weapon, the purchase must be in accordance with all applicable laws, including sales, waiting periods and licensing. A qualified employee may expend his/her unspent clothing allowance to purchase their duty weapon.

Section 7. Travel and Business Expense.

Employees shall be reimbursed for all authorized travel and business expense in accordance with the City's administrative policies and regulations covering such advancements and reimbursements.

ARTICLE 10

LEAVES OF ABSENCE

Section 1. General Statements.

(a) Leaves of absence with pay include: Vacation, sick (including maternity), well-day, injury, emergency, civil and other leave with pay. Leaves of absence without pay include: Sick (including maternity), educational, military and other leave without pay.

(b) All full-time employees who have completed recruit training and are represented by the F.O.P. earn benefits.

(c) An employee must be in pay status while on leave of absence to accumulate benefits, except that seniority credit may be accrued while on military leave without pay. When an employee is promoted, demoted or transferred, all sick and vacation leave remains to the employee's credit and is transferred with the employee.

(d) Vacation leave will be earned on hours in pay status, exclusive of overtime, and will be calculated at the time the payroll is processed. Base hours for computing vacation leave are 2,080 per year for employees of the unit except for Police Sergeants which is up to 2,210 per year. All requests for leave of absence shall be made in writing in advance of the beginning date to the immediate supervisor, except that requests for sick leave, injury leave and emergency leave shall be made pursuant to the requirements of the sections dealing with those respective leaves. Leave, with or without pay, is to be reported on the Employee Time Record in actual hours of work and actual hours of leave.

Section 2. Annual Vacation Leave.

Employees entering the service of the City earn vacation leave on the basis of credited full-time employment. Police Recruits do not earn vacation leave.

(a) The rate at which vacation leave is earned is determined by the start-work date or adjusted start-work date, except:

> Employees with prior creditable employment are not eligible to earn vacation leave based on their adjusted start-work date until after completion of two years reemployment.

(b) All requests for vacation leave will be approved by departmental seniority within the Police Department.

(c) Vacation leave for employees of the unit is earned at the following rates:

Years of Service	80 Hour Employees Hours per Year	Hours Accrued per Pay Period	85 Hour Employees Hours per Year	Hours Accrued per Pay Period
Less than 5	96	3.6923	102.0	3.9231
5	104	4.0000	110.5	4.2500
7	112	4.3077	119.0	4.5769
8	120	4.6154	127.5	4.9038
9	128	4.9231	136.0	5.2308

10	136	5.2308	144.5	5.5577
12	144	5.5385	153.0	5.8846
14	152	5.8462	161.5	6.2115
16	160	6.1538	170.0	6.5385
18	168	6.4615	178.5	6.8654
20	176	6.7692	187.0	7.1923
25	200	7.6923	212.5	8.1731

(d) Vacation leave may not be taken in advance of vacation earned, nor prior to completion of six months satisfactory service. Employees must have satisfactorily completed six months of their probationary appointment before being eligible to take vacation or be paid for terminal vacation.

(e) An employee who goes on military leave for extended active duty or is terminated will be paid for any unused vacation leave by adding the total sum due to the employee's last payroll check. In the event of an employee's death, any vacation pay due will be included in the final payroll check.

(f) Vacation leave is scheduled in the department according to the policies established by the Department Director. Vacation may not be taken in excess of the hours appearing on the payroll stub nor in increments of less than thirty minutes. The Department may not cancel a vacation which has been scheduled unless the emergency mobilization plan is in effect.

(g) Employees are allowed to accumulate and carry forward each year 260 hours (275 hours for Sergeants) of vacation leave. Employees will be required to use or lose vacation earned in excess of 260 hours (275 hours for Sergeants) before the end of the pay period in which the anniversary of their full-time (i.e., not limited) employment date occurs.

Comment [HA10]: TA – 10/9/2014

(h) An employee who is called back to duty or subpoenaed to appear in court on police business during the employee's vacation leave shall be granted additional vacation leave equal to one day for each full day or partial day of vacation leave actually lost due to travel and appearance or duty time. At the option of the employee, the employee may receive pay at straight time for those days rather than taking the days off. In addition, the City shall make and pay all necessary

travel arrangements and expenses for the employee to report as required and to return to employee's vacation. If the employee has not received personal service on a subpoena from the court and the employee is out of state on authorized vacation and is called back to court, the employee will receive pay at the rate of time and one half for time actually spent in court with a two hour minimum, regardless of any other leave time in the pay period, in addition to replacement of vacation time for every day or partial day actually lost due to travel and appearance or duty time.

Section 3. Sick Leave.

(a) Accrual. Upon appointment to the position (except Police Recruit), employees shall accrue sick leave at the rate of 1.8462 hours per pay period or 48 hours per year (1.9615 hours per pay period or 51 hours per year for sergeants) for the first five years of creditable service. Beginning year six and through year fifteen of creditable service, sick leave will be accrued at the rate of 3.6923 hours per pay period or 96 hours per year. (3.9231 hours per pay period or 102 hours per years for sergeants). Beginning year sixteen of creditable service, sick leave will be accrued at the rate of 4.3077 hours per pay period or 112 hours per year. (4.5769 hours per pay period or 119 hours per year for sergeants).

Employees with prior creditable service are eligible to accrue sick leave benefits based on their adjusted start work date after two years of continuous service from the date of rehire.

(b) Sick Leave Use. Sick leave may be used for personal illness, off-the job injury, dependent illness including paternity leave, and enforced quarantine.

(1) Dependent Illness. Sick leave may be used for illness of members of the employee's immediate family. Immediate family is defined as spouse, children (including stepchildren) parent, and any relative living in the employee's home. In no event may the employee charge in excess of forty-eight (48) hours per payroll year for dependent illness.

(2) Enforced quarantine in accordance with community health regulations.

(3) A probationary employee will not be paid for accrued sick leave used during the first six months of service. Payment for accrued sick leave used during the first six months will be made the pay period following completion of six months of satisfactory service. Payment for sick leave for other than probationary employees is in accordance with established policies previously defined. The accumulation of sick leave is unlimited.

(c) When taking sick leave, an employee shall give notice to a supervisor by telephone or messenger thirty minutes prior to the employee's scheduled time to report for duty. Upon return to

work, the employee shall file a report on a form furnished by the City stating the reasons for the absence. When an employee has been on sick leave for five (5) consecutive work days, the City may require the employee to be examined by a physician it designates. The City may require a physician's statement anytime sick leave abuse is suspected. The burden of proof rests with the City to show abuse in the grievance process.

(d) A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date such leave is to begin, as soon as that date can be determined by the employee and the employee's physician. Maternity leave shall be charged against accrued sick leave, and the Department Director or the Human Resources Director may require the employee to be examined by a physician of the City's choice. If maternity leave extends beyond the employee's accrued sick leave, leave may be granted in accordance with policies governing sick leave without pay.

(e) An additional day of leave (8 hours for 40 hour, 5 days per week employees, or 10 hours for 40 hour, 4 days per week or up to 10.5 hours for Police Sergeants) shall be granted to an employee who has completed the previous payroll year as a full-time employee and who did not report more than 24 hours of sick leave, or up to 25.5 hours for Police Sergeants, in the preceding payroll year. Any employee who completed the previous payroll year beginning December 16, 2006 as a full-time employee and who did not use any sick leave hours during the payroll year will receive ONE additional day of leave (8 hours for 40 hour, 5 days per week employees, or 10 hours for 40 hour, 4 days per week or up to 10.5 hours for Police Sergeants). Well day leave must be taken in increments of not less than four hours with prior approval of the immediate supervisor. Well day leave is granted the second pay period following the payroll year, is noncumulative and is not charged against accrued leaves.

(f) An employee shall be eligible for sick leave without pay when the employee has exhausted all regular sick leave and vacation leave, provided the maximum sick leave without pay shall not exceed 60 calendar days. If an employee has used the employee's vacation leave on account of sickness, the Department Director may grant a leave of absence without pay as provided in Section 13 of this article.

(g) Sick leave may also be used by an employee under the circumstances specified in Sections 4 of this article.

Section 4. Injury Leave.

(a) During recruit training the City will pay authorized Workers Compensation benefits to a Police Recruit injured during training.

(b) After appointment to Police Officer, the City will pay benefits to the injured employee over and above the authorized Workers' Compensation benefits sufficient to allow the employee to receive up to the amount of the employee's full pay check during the first 90 days of disability. For purposes of this section, and the Kansas Workers' Compensation Act, all Wichita Police Officers who are injured in the line of duty, or who are injured while taking police action in an off-duty capacity, and all officers who, while off-duty, perform security work or police services at any special event held on public property within the city limits of Wichita, for which requires a special events application, and who are injured while performing police action, shall be considered employed by the City of Wichita, Kansas at any time during which they sustain any injuries while performing police action, and shall be entitled to all the benefits and protections of this section, as provided by the Kansas Workers' Compensation Act.

(c) After 90 consecutive days, the employee will be paid according to the terms of the Workers' Compensation Act until released to return to work and use sick leave and/or vacation leave as needed above the Workers' Compensation benefit to allow the employee to receive a full pay check.

(d) All injuries, including heart and lung disease, will be considered and defined in accordance with the Workers' Compensation Act of the State of Kansas and the interpretive cases arising thereunder. The City will provide all employees who file a workers' compensation claim with a fact sheet regarding their rights and the City's responsibilities under State workers' compensation laws.

(e) Recurring leave of absence related to a previous injury shall be considered one and the same injury if the injury occurs within 365 days, subject to administrative analysis and diagnosis of the injury reporting physician. However, if recurring leave relating to a previous injury is required after one year (365 days) from date of release by the physician, such leave will be treated as a new injury case.

(f) The Department Director shall provide all personnel in the F.O.P. with a list of physicians certified by the City to handle cases coming under the Workers' Compensation Act, herein referred to as a "certified physician." In the event of noncritical injury, the department shall refer the employee to a certified physician for medical attention. In the event of critical injury, appropriate arrangements for emergency treatment shall be made and a certified physician shall be called to be in charge of the case unless such action may result in a delay that would be detrimental to the injured employee, in which case the department shall authorize the most expeditious care and treatment possible.

(g) Any employee who suffers a work related injury subject to this Section and who consults with a physician without authorization will receive reimbursement for the unauthorized consultation as allowed by the Kansas worker's compensation statutes

(h) Notwithstanding the foregoing, if a Police Officer, Police Detective, or Police Sergeant sustains, in the line of duty and not during secondary employment, (1) any injury which is peculiar to police work or (2) any injury while performing a function which is peculiar to police work, which causes the employee to be unable to perform the employee's duty, the employee shall continue to be paid by the City on the same basis as the employee was paid before the injury with full benefits and no deduction from any accumulated leave or overtime accumulation during the time the employee is unable to perform the employee's duty as a result of the injury, but not longer than one year from the initial date of injury.

At any time during the period for which continuing compensation is required by this provision, the City may order, at the expense of the City, medical examination of the injured person to determine the degree of disability. During this period of disability, the injured person shall not be employed in any other manner with or without monetary compensation. Any person who is employed in violation of this paragraph forfeits the continuing compensation provided by this provision from the time such employment begins. Any salary compensation due the injured person from Workers' Compensation, or any salary due the employee from any type of insurance which may be carried by the City, shall revert to the City during the time for which continuing compensation is paid to the employee under this provision.

(i) Any use of the FMLA during injury leave will be at the sole discretion of the employee. If the employee is unable to perform the employee's duties after one year from the date of the initial injury, then the employee may be placed on FMLA leave by the employer.

(j) For non-work related injuries, light duty assignments will be limited to twelve (12) months. Upon agreement of the FOP and Chief of Police this can be extended. If there is no consensus regarding the extension, the Human Resources Director will have final approval or denial of the extension.

Comment [HA11]: TA – 9-11-2014

Section 5. Bereavement Leave.

(a) Eligibility. In the event of a death in an employee's immediate family, the employee may be allowed a leave of absence with pay up to a maximum of five (5) work days within the two week period immediately following the death of an immediate family member. Immediate family member is defined as an employee's spouse, children, step-children, parents, stepparents, state-approved foster child, or any relative living in the employee's home. For the death of a father-in-

law, mother-in-law, brother, sister, grandparents, grandchildren, daughter-in-law, or son-in-law the employee may be allowed a leave of absence up to a maximum of three (3) work days to be taken within the two week period immediately following the death of any of these persons. This leave must be approved by the Division Commander and is not charged against any leave accumulation. In the event the employee must travel out of state, the employee shall be allowed up to two additional days of leave, chargeable to the employee's vacation accrual or sick leave accrual.

(b) An employee who is unable to work because of a death in the immediate family must notify a supervisor by telephone or messenger, prior to the employee's scheduled time to report.

Section 6. Educational Leave.

Educational leave of absence without pay may be granted to an employee not to exceed 12 months. Course work shall be related to a law enforcement career. Requests shall be submitted to the Department Director in writing, and must be approved on the basis of the City's policy.

While on educational leave, without pay, no additional seniority is accrued.

Section 7. Professional Conferences and Meetings.

(a) Leave with pay may be granted in accordance with City policy to attend professional conferences and meetings, or to visit other cities in the interest of the City.

(b) It is acknowledged by both parties to this agreement that the role of professional standards investigators is to serve as fact finders regarding internal administrative investigations. To this end, these personnel are expected to have a high level of training regarding such investigations. Therefore, all investigative personnel assigned to this bureau will attend an applicable internal affairs training conference (such as labor relations information systems or Thomas & Means), within the first six (6) months of their assignment unless exigent circumstances exist. All investigative personnel will also attend the subsequent training seminars at an interval not to exceed 24 months unless exigent circumstances exist. The F.O.P. agrees that it will pay one-half (1/2) of the expenses for such training incurred by active members of the F.O.P.. All personnel assigned to the professional standards bureau will attend the shift steward training hosted by the F.O.P.

(c) Whenever possible any employee upon promotion to the rank of Captain shall attend immediate shift steward training class hosted by the F.O.P. that falls on the date following that promotion unless exigent circumstances exist.

Section 8. Jury Duty.

Upon receipt of an order requiring an employee to report for jury duty, the order will be shown to the immediate supervisor who shall receive the required permission from the Bureau Commander. An employee shall receive the employee's regular hourly rate for all scheduled work hours lost when the employee is required to serve as a member of a jury. Fees received by an employee while serving on a jury shall be turned over to the City Treasurer. An employee will not be required to return money received as reimbursement for travel and meals while serving on jury duty, and an employee is not required to return money received while serving on jury duty on regular days off, holidays or vacation.

Section 9. Court Appearance in Official Capacity.

Court appearance in an official capacity is considered working time. During an employee's regular working hours, no leave of absence is necessary for such court appearance. If such court appearance is during off-duty hours, the employee shall be compensated in accordance with Article VI, Section 6. In either event, when the employee is compensated by the City for court appearance, the employee shall turn over to the City Treasurer any witness fees received.

Section 10. Court Appearance in Personal Matters.

If an employee is involved in court as a party in a case, the employee may be granted a leave of absence without pay or, at the employee's option, may have such time off charged to accrued vacation leave.

Section 11. Military Leave.

Requests for military leave will be handled in accordance with Title 38, U.S. Code, Section 2021 et. seq..

Section 12. Time Off for F.O.P. Business.

(a) If requested by the F.O.P. President, the F.O.P. Vice-President and F.O.P. President shall be assigned to the day shift with Saturday and Sunday off during their term in office. If this was requested, the City may return those officers to their original shift upon completion of their term in office. There shall be one chief lodge steward assigned to each bureau and one assigned to investigations/support. Whenever a vacancy occurs in one of the chief lodge steward positions, the department will grant the F.O.P.'s request to transfer individuals in order to fill any such chief lodge steward vacancy. The department will transfer chief lodge stewards to those bureaus where they are needed.

(b) The F.O.P. President may appoint members of the bargaining unit who will be given time off with pay to conduct contract negotiations. The maximum number of collective hours of pay

the City will provide for contract negotiations will be 300 hours. Nothing in this Memorandum of Agreement shall prohibit the F.O.P. or the City from being allowed to have outside assistance in contract negotiations.

(c) The President, Vice-President, Secretary, Treasurer and all Chief Lodge Stewards of the F.O.P. shall be granted time off with pay to conduct F.O.P. business upon request to their supervisors. Such requests shall not be unreasonably denied. In the absence of all such officers, the President may appoint a member to serve in their place during their absence.

(d) F.O.P. representatives shall record on an authorized form only the amount of time used for F.O.P. business in excess of thirty (30) minutes in an eight (8) hour day. Said form shall be signed by the F.O.P. representative and a supervisor. The supervisor shall forward the original form to the Chief's office.

(e) Upon approval of the Police Chief, or the Chief's designee, an F.O.P. representative may attend squad meetings periodically during negotiations to brief represented employees on the status of negotiations. Such briefings will not exceed ten minutes in length and will be confined to a factual report on the status of negotiations.

(f) Members of the F.O.P. Lodge #5 Executive Board, who are city employees, and on duty shall be granted reasonable time to attend the regular Lodge meeting each month, and the regular Executive Board meeting each month. A maximum of four (4) Shift Stewards who are working the shift of the regular Lodge meeting each month shall be granted reasonable time to attend the meeting, if the staffing permits. Anyone attending these meetings while on duty shall be subject to call from the Emergency Communications Dispatchers or any Police Supervisor at any time during the meeting. Lists of the Executive Board Members and the Shift Stewards will be provided to the Chief of Police every six (6) months or when a change in the previous list occurs. The Chief will also be given written notice at least fifteen (15) days in advance of such meetings.

Section 13. Other Leave of Absence.

The Department Director may grant leaves of absence without pay to any employee up to 30 calendar days for any personal matter or emergency for good cause, except, such leave of absence without pay will not be granted until all vacation leave is exhausted.

ARTICLE 11

SENIORITY

Section 1.

Police Officers and Warrant Officers shall serve a probationary period of 12 months. Crime Scene Investigators shall serve a probationary period of 6 months. They shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement. All employees who are not laid off or discharged during the probationary period shall be known as full-time employees, and all employees will be given an equal opportunity to become full-time employees. When an employee acquires seniority, the employee's name shall be placed on the seniority list established by the Department Director. "Departmental seniority shall be measured by service in any bargaining unit position covered by this agreement. Members of the bargaining unit shall not receive past service credit or other seniority credit for service outside of the bargaining unit." If length is equal, then time in grade shall control. If time in grade is equal, then relative seniority shall be determined by the lowest department I.D. number. Seniority for Sergeants will be determined by time in grade.

Comment [HA12]: TA – 8-21-2014

Section 2.

The seniority list shall be made current at the end of each quarter. As soon as possible thereafter, the City will make available for review at least one copy at each police facility with a copy delivered to the F.O.P.

Section 3.

All lay-offs shall be in inverse order of seniority of classification by Division. Laid off employees shall be recalled in order of seniority.

Section 4.

Seniority shall be broken if: (1) the employee quits; (2) the employee is properly discharged; (3) the employee is laid off and not rehired within 18 months; or (4) the employee is permanently disabled.

Should an employee be re-employed and covered by the F.O.P. Agreement, the employee will regain prior service seniority after being re-employed for one (1) complete year.

Section 5.

None of the provisions of this article shall be permitted to conflict with any obligation of the City under any Federal or State law concerning military service.

Section 6.

Except as provided in Section 1 of this Article an employee transferring into the bargaining unit from some other City department shall retain the employee's accumulated seniority for purposes of vacation accumulation, sick leave accumulation and longevity pay.

Section 7.

Days off and vacations shall be determined by department seniority relative to all employees covered by this Agreement within the same work unit.

Section 8.

An employee's days off may be subject to change if the employee fails to meet reasonable minimum performance standards established in writing by the Chief of Police or Division Commander. A change in days off made pursuant to this section shall be subject to Article 14.

Section 9.

Upon being transferred into a different assignment, an employee may invoke seniority, as defined in section seven (7) of this article, only when an opening in days off becomes available.

ARTICLE 12

PROMOTIONS AND TRANSFERS

Section 1. Promotional Policy

The parties hereby incorporate by reference the current department promotion policy for the ranks of Detective, Sergeant and Lieutenant, with the following modifications.

a. All promotion eligibility lists must be posted and the department must promote from the lists as follows:

1) For the detective list, only officers ranking in the top fifteen percent (15%), or a minimum of five candidates, whichever is greater, will be considered for promotion. In the event there are less than five eligible candidates on the promotion list, all will be considered for promotion.

2) For the sergeant and lieutenant lists, only detectives/sergeants ranking in the top twenty percent (20%), or a minimum of three candidates, whichever is greater, will be considered for promotion. In the event there are less than three eligible candidates on the promotion list, all will be considered for promotion.

b. If a candidate is passed over for promotion, the City shall inform the employee in writing, and in person, of the specific reasons for that decision, within thirty (30) days. The City will also give specific items for suggestion that the employee can work on to improve his/her opportunity for promotion.

1) All letters of reason for being passed over, which are issued to the employees shall contain the following statement for the employee to sign: I request that a copy of this letter be sent to the F.O.P..

____YES ____NO

c. The Interview Board shall be composed of a panel consisting of six (6) individuals. At least one (1) panel member will be from the rank being sought. The candidate's score will be given to them via email within twenty-four (24) hours of the conclusion of the interview.

The parties acknowledge that the procedures and requirements set out in the current policy cannot be modified or changed in any manner without the express written agreement of the City and the Lodge. In the event a Crime Scene Supervisor position comes open, the City of Wichita promotional process will be followed in selecting a suitable candidate to fill the position. Current Crime Scene Investigators will have first consideration but the Chief of Police reserves the right to open the process to candidates outside of the department.

Section 2. Notification of promotion or transfer.

When an employee is promoted, or transferred, the employee will be notified in writing of such transfer or promotion at least seven days in advance of the promotion or transfer. In the event a transfer must be made due to extenuating circumstances (requiring a case-by-case review), the seven day notice may not apply. Transfer is defined as a non-emergency shift change, division change or assignment change which can be reasonably expected to last for a period of one month or longer.

At the conclusion of each new officer field training session, all officers interested in changing assignments within the field services division will be asked to submit a report indicating their choice of assignment. Open positions which are in the best interest of the department to be filled, will be filled by seniority.

Section 3. Posting of vacancies.

A. A vacancy is defined as either a vacated or created spot, covering shift or days off.
B. When an officer vacancy occurs within the Field Services Division, and it is in the best interest of the Department to fill the vacancy, excluding SCAT, CP and SRO's, the

opening will be offered to other members of that respect bureau, regardless of shift. The senior employee who submits for the vacancy will be awarded the opening. If no one within the bureau bids for the spot, it will be opened Division wide and filled if staffing allows.

C. When a sergeant vacancy occurs within Field Services, excluding SCAT, CP and SRO, the opening will be offered department wide. The senior Sergeant who submits for the vacancy will be awarded the opening provided that said Sergeant has been in their current Field Services assignment for at least nine (9) months. This is intended to provide continuity with respect to employee evaluations and staffing.

Comment [HA13]: TA – 8-28-2014 – language modified to fit into the paragraph.

D. Vacancies in the Field Services Division shall be posted for seven (7) calendar days to allow personnel to apply to the respective Bureau Commanders where the vacancy exists.

E. Vacancies for all ranks in Investigations Division and Support Services Division shall be posted for seven (7) calendar days to allow employees to apply to the respective Bureau Commanders where the vacancy exists. A selection process using a standardized matrix will be used to create a list of eligible candidates. This list will remain in effect for six months from the date it is posted.

F. Upon promotion to the rank of detective or sergeant, no employee may be eligible to voluntarily transfer to an open position during the first six months in that rank unless no other candidate with more than six months in that rank has submitted a request for consideration. However, said employee will be able to participate in the selection process and be placed on the list for selection as a candidate in the event an opening occurs in that assignment after the candidate's first six months in rank have expired.

G. When staffing requires an adjustment of days off for sergeants, a single day shift on either side of the current days off for sergeants can be made, with the employee's consent and an agreement between the Field Services Division and the F.O.P. without this being considered a vacancy. Should the Field Services Division and the F.O.P. be unable to agree, the final decision will be made by the Chief of Police.

Section 4. SCAT, CP & SRO

A. There will be a bi-annual (April and October) selection process for each specialized assignment, (SCAT, Community Policing and School Resource Officers). For all other specialized assignment there shall be a selection process as needed. This list will remain in effect for six (6) months, for purposes of this section; specialized

assignments are anything except basic patrol, and Sergeant positions. There will be standardized grid matrix for specialty units.

B. Notwithstanding Section (A), when an opening occurs within SCAT or CP, including sergeants, the opening will be offered first to members of other SCAT and CP units. The senior employee who submits for the vacancy will be awarded the opening. Employees in SCAT and CP will only be allowed a maximum of two (2) transfers within SCAT/CP while they hold that assignment. If no one bids on the opening, Section (A) will be followed. Openings for SROs and SRO Sergeants will be handled as stated in section (A).

Section 5. Selections for transfers made by the Department

A. During a selection process, the Department may select any member ranked in the top three (3). If a candidate is passed over for selection, the City shall inform the employee in writing and in person within thirty (30) days. The City will also give specific items for suggestion that the employee can work on to improve his/her opportunity for selection. The specific reasons for the decision will be given in person.

B. All letters for being passed over, which are issued to the employee shall contain the following statement for the employee to sign: I request that a copy of this letter be sent to the F.O.P.

____YES ____NO

Comment [HA14]: TA – 10-2-2014

C. Personnel on a reckoning period for violation of a 'D' or 'E' penalty will not be eligible for a position on SCAT, CAT, CP, Homeless Outreach Team, Field Crime Analyst, Crisis Intervention Team, Gang Intel Officers, Mounted Unit, SRO, SWAT, Honor Guard, K-9 and EOD. Personnel who have been removed from the assignment for a 'D' or 'E' penalty will become eligible to reapply following the expiration of their reckoning period.

Comment [HA15]: TA – 8-28-2014

Section 5. Temporary assignments.

No employee may be placed in a temporary assignment for more than ninety (90) days. On the ninety-first day, the position shall be considered vacant and must be filled in accordance with this agreement.

ARTICLE 13

DISCIPLINARY PROCEDURES

Section 1. Definitions

If an employee commits misconduct on or off duty, disciplinary action may be taken against the employee. "Misconduct" occurs when an employee, by act or omission, neglects duty, fails to execute a lawful order, violates published departmental regulations, fails to follow departmental policy, or commits a public offense. "Disciplinary action" is either corrective or punitive administrative action and includes the following:

(a) A documented verbal counseling or written reprimand, which shall be considered "minor disciplinary action;" and

(b) Demotion, suspension or dismissal, which shall be considered "major disciplinary action."

Section 2. Professional Standards investigations.

There shall be Professional Standards that conducts administrative investigations. Administrative investigations shall involve the investigation of complaints against an employee by citizens or fellow employees not amounting to a violation of the criminal laws or alleged violations of the criminal laws where only an administrative penalty may be imposed.

(a) When minor disciplinary action is imposed on an employee, a report of disciplinary action will be placed in the employee's departmental personnel file. The report will state the factual details of the misconduct, the disciplinary action imposed, and the approval of the appropriate command for such disciplinary action. The employee shall be provided with an executed copy of the report. The employee shall have 30 days to file a written response to the report. The response shall be placed in the employee's departmental personnel file and shall be attached to the report.

(b) When an employee is charged with misconduct which does or reasonably may result in the imposition of major disciplinary action, the employee shall be notified in writing of the charge within ninety-six (96) hours from the time that the charge/complaint is processed, the Department shall send written notification to the employee. The notification shall state the factual details of the accusations of the misconduct, the order, regulation, policy or law, of any alleged violation; the names and addresses of all witnesses; and all other material facts known to the City and its employees. The employee and the F.O.P., if the employee requests, shall have the right to inspect and request copies of the record of the Professional Standards file of the employee, the complaint, all documents which contain or describe any material facts, and transcripts of the interviews of the complainant and all witnesses. All records, reports, statements and information contained in the Professional Standards files are confidential and may only be used by the employee in a grievance, as described in Article 14, regarding discipline imposed on the matter which is the subject of

records, statements and information obtained from the Professional Standards file, so that the F.O.P. may investigate whether there has been disparate treatment with regard to the discipline. The final Professional Standards report and related discipline pertaining to the disparate treatment shall be redacted of any identifying information so that the identity of the employee whose file and records are being reviewed is protected.

(c) Whenever an employee has received discipline, within ninety-six (96) hours of the issuance of any such discipline, the Department shall provide to the F.O.P. the entire Professional Standards file, including all witness statements and reports contained therein, and any other material in the department's possession which relates to the charges or conduct which is the basis of the discipline for the purposes of determining whether a grievance should be filed over the discipline. In all cases involving demotion, termination and "E" or "F" penalty, all statements must be transcribed and reviewed by the department before such discipline is imposed. This inspection and review shall be subject to the following limitations:

(1) All information learned from the review of the files and documents will be treated as confidential and may only be used by the F.O.P. in conjunction with the grievance procedure under the contract or in defense of any claim that the F.O.P. failed to meet its duty of fair representation owed to the employee/grievant.

(2) In order to review the aforesaid files and documents, the Lodge President, Vice-President, Chief Lodge Steward or other designated member of the Executive Board will be required to produce a document signed by the officer in question requesting that the President and Chief Lodge Steward be given access to these files and documents. It is agreed that if the officer involved does not give such consent for review of the files and documents by these F.O.P. officers, any discipline imposed upon the officer as a result of the incident under investigation shall not be considered in the database upon which the City relies in determining appropriate discipline.

(3) All letters of discipline which are issued to employees shall contain the following statement for the disciplined employee to sign: I request that a copy of this disciplinary notice be sent to the F.O.P. and that the F.O.P. shall be given access to the professional standards investigations resulting in discipline of me, and my personnel file.

____ Yes ____ No

(4) If a grievance is filed over the proposed discipline, which proceeds to a hearing before the Grievance Board, the F.O.P., shall be provided copies of the aforesaid files and documents to be used by the F.O.P. in conjunction with the grievance procedures under this contract or in defense of any claim that the F.O.P. failed to meet its duty of fair representation owed to the employee grievant.. It is agreed that these documents are confidential and must be treated in a confidential manner, and may not be used for any other purpose than the Grievance Board hearing. It is further agreed that after the grievance procedure has concluded, the documents will be returned by the F.O.P. to the City.

(d) An interview of an employee under investigation for misconduct which reasonably may result in the imposition of major disciplinary action shall be recorded in a manner chosen by the investigator. The employee and the F.O.P. shall be entitled to record the interview electronically or in writing. If the recording device for the F.O.P., professional standards or the employee fails for any reason, all parties will provide copies of their recordings to one another upon request.

(e) An employee who is the subject of an internal investigation may request that a representative of the lodge be present during the interview. The representative of the lodge shall not obstruct the interview. The lodge representative shall represent the employee in protecting the employee's rights. The lodge representative may ask for clarification of questions.

If the lodge representative cannot be made available at the designated time and location, the lodge shall be obligated to provide an alternative representative, and the interview shall be delayed until a representative can be made available, overnight if necessary.

(f) Attendance by a representative of the F.O.P., during the interviews of employees, within the bargaining unit, will not obstruct administrative investigations. To that end, the City of Wichita and F.O.P. Lodge No. 5 agree that the following procedures will be followed:

(1) A representative of the F.O.P. may attend an interview only at the option of the employee. The option can be exercised after the employee has been advised that the representative's attendance may affect the confidentiality of the interview and that any communications the employee has with the representative outside of a Garrity-protected interview, may not be privileged as to third parties.

a. The F.O.P. representative may attend interviews of employees about whom the complaint or allegations of misconduct are made and which may result in discipline. A representative of the F.O.P. may attend interviews of employees who are witnesses.

b. The employee is responsible for contacting the F.O.P. about an impending interview.

c. Administrative investigators will not interview the F.O.P. representative to determine whether the employee's statements during the interview are consistent with his or her statements in private.

d. Administrative investigations of traffic accidents by departmental personnel assigned to investigate the accident and/or supervisors assigned to the scene of the accident will be exempted from this requirement. When an employee gives any statements that may lead to discipline, under those circumstances, all questioning will stop until the Garrity statement is given and an F.O.P. representative is present for the interview, if one is requested by the employee.

e. Supervisors will be allowed to conduct a preliminary investigation of alleged misconduct to include a preliminary interview with the employee without F.O.P. representative present to determine whether an official internal investigation should be initiated.

f. Polygraph results shall not be cited in the finding of fact or disciplinary actions nor shall they be used as a reason, in whole or part, for disciplinary action.

(2) The F.O.P. will designate representatives who may represent employees during administrative interviews.

a. Representatives will be available on all shifts.

b. The representative must currently be an active member of the F.O.P. Lodge No. 5 and within the bargaining unit.

c. The representative cannot be an employee who is or may be involved in the matter being investigated. If there is a possibility that the representative may be interviewed or may be involved in connection with the matter being investigated, a different representative shall be assigned.

d. Failure of the F.O.P. to make a representative available at the time of the scheduled interview, if the employee who is the subject of the investigation fails to provide the F.O.P. with timely notice, will not cause the interview to be postponed.

(3) The representative's role is limited to enforcement of the contract and employee's rights. The representative may not obstruct the investigation or the interview.

a. Any breaks are solely at the interviewer's discretion and shall be at reasonable intervals (approximately one break an hour).

b. In the event the representative repeatedly obstructs the interview, the interview will be temporarily halted and the Chief of Police and the F.O.P. President (or their designees) will be contacted and advised of the situation. The Chief of Police and the F.O.P. President (or their designees) will work to resolve the matter. If they agree the matter is resolved the lodge representative may continue the representation of the employee being interviewed. If there is not agreement that the matter is resolved the lodge representative may not continue and will be replaced with a substitute representative.

c. The professional standards interviewer will, at various times during the interview, ask the representative of the F.O.P. if he/she has any questions, comments or clarifying points to make. At the conclusion of the interviewer's questions, the employee and the representative may take a reasonable break to consult and, thereafter, the employee make an additional factual statement or clarification.

d. The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, unless the circumstances of the investigation dictate otherwise, all as determined by the department.

e. The interview shall take place at a location designated by the investigating officer, usually at a police facility.

f. The employee shall be informed of the rank, name and command of the interrogating officers as well as the rank, name and command of the officer in charge of the investigation and identity of all persons present during the interview.

g. The interview shall be completed as soon as possible. Time may be provided for personal necessities, meals, telephone calls, and rest periods, as appropriate.

h. No offensive language, coercion or promise of reward as an inducement to answering questions shall be directed at the employee. Nothing herein is to be construed as to prohibit the investigating officer from informing the employee that his conduct can become the subject of disciplinary action.

i. All Professional Standards interviews shall be recorded. There will be no off the record conversation during an interview, except by mutual agreement. All recesses called during an interview shall be noted in the record.

j. If major disciplinary action is imposed on an employee pending the determination of a complaint of misconduct and that complaint subsequently is determined to be unfounded or non-sustained or the employee is exonerated, the disciplinary action shall be revoked and the employee shall receive all rank, pay, and benefits lost as a result of the disciplinary action.

Section 3.

A. The Department Director shall establish a system for the receipt, investigation and determination of complaints by any person against employees which may result in the filing of criminal charges. That system shall include procedures to insure protection of an employee's Federal and State constitutional and statutory rights.

B. Employees under an internal administrative investigation will be notified when the initial investigation is completed. This procedure is intended to relieve additional duress.

Comment [HA16]: TA – 8-21-2014

Section 4.

Prior to a change in the systems established pursuant to Sections 2 and 3 of this article, the Department Director shall notify the F.O.P. of the proposed change. The F.O.P. may comment in writing to the Department Director on the proposed change within ten work days of notification. The F.O.P.'s comments shall be given due consideration.

Section 5. Employee's signature.

Whenever an employee is ordered to place his signature upon any document or report for disciplinary action, it is understood that said employee is merely acknowledging receipt of said document and does not indicate whether or not the employee agrees or disagrees with the document, report or disciplinary action.

Section 6.

Employees receiving discipline shall have the option of forfeiting the appropriate number of accrued paid vacation days in lieu of the unpaid suspension, not to exceed ten (10) working days per calendar year.

Section 7. Complaints.

In cases where individuals have made false complaints against any member of the Department, which have been deemed unfounded, the Department will review such matters to determine whether it will prosecute such individuals involved.

Section 8. Just Cause.

Employees may only be disciplined for just cause.

Section 9. Critical Incidents.

Wichita Police Department Policies 204, 902 and 904 detail the procedure to be used in critical incidents. The parties hereby incorporate by reference these current department policies and specifically acknowledge that the critical incident procedures set out in the current policy cannot be modified or changed in any manner without the express written agreement of the City and the Lodge.

Section 10. Removal of a member from a specialty unit

A. Bureau/Division Commanders can consider documented poor work performance and anonymous peer review, and/or behavioral problems and/or physical fitness evaluations (per team or unit standards) for consideration in removing an employee from SWAT, EOD, CAT, CISM and Mounted Unit.

B. Employees under work performance improvement plans will only be allowed to participate in training sessions.

C. If an employee is placed under two work performance improvements plans within a twenty-four (24) month period, the employee will be removed and not be allowed to return to SWAT, EOD, CAT, CISM and Mounted Unit. The two (2) year time frame will start at the beginning date of the first work performance improvement plan. The work performance improvement plan may include the SWAT, EOD, CAT, CISM and Mounted Unit assignment and primary work assignment.

Comment [HA17]: TA – 9-11-2014

Section 11. Limitations on discipline due to timeframe of the infraction

A. On 'A' and 'B' penalties, where there is no evidence of concealment of the infraction there will be no discipline imposed on the employee after the following:
   1. 'A' penalties = Twelve (12) months from the date of infraction unless the administrative investigation commences prior
   2. 'B' penalties = Eighteen (18) months from the date of infraction unless the administrative investigation commences prior

B. This is intended to have the same effect as a "statute of limitations".

C. This will sunset at the end of the current contract on December 16, 2017.

Comment [HA18]: TA – 9-11-2014

Section 12. Stipulation to discipline

A. For policy violations which encompass penalties 'A' and/or 'B' only, the focus employee shall have the option to stipulate to the discipline without further administrative investigation. A representative of the department and Fraternal Order of Police will be at the meeting with the employee when the agreement is finalized and signed by all parties. The agreed upon discipline will not be grieved upon approval of the focus employee and Fraternal Order of Police. All letters of agreement shall have the following language:

"All parties agree that the stipulated discipline shall not be grievable."

B. This section shall be in effect for twelve (12) months from the effective date of the contract unless both parties agree in writing to extend.

Comment [HA19]: TA – 10-2-2014

ARTICLE 14

GRIEVANCE PROCEDURE

Section 1. Definition.

A grievance is defined as any dispute involving the application or alleged violation of any provision of this Agreement. A work day is defined as Monday through Friday, excluding holidays. Verbal warnings shall not be considered grievable matters.

Section 2. Procedure.

Any grievance as defined by Section 1 of this article shall be settled in the following manner:

(a) The grievance shall be taken in writing to the employee's Division Commander within ten (10) work days after the grievance occurs by the aggrieved employee and/or the F.O.P. The Division Commander will render a decision within ten (10) work days. In cases involving disciplinary action, a grievance must be filed within ten (10) days of receipt of the official notification of the discipline imposed. Copies of the Division Commander's decision will be sent to the employee and the F.O.P.

(b) Should the grievance not be resolved by the Division Commander, the employee and/or the F.O.P. may take the grievance to the Department Director. The employee and/or the F.O.P. representative must initiate the grievance in writing to the Department Director within ten (10) work days from the date of receipt of the action of the Division Commander. The Department Director will render a decision within ten (10) work days. Copies of the Department Director's decision will be sent to the employee and the F.O.P.

(c) Should the grievance not be resolved by the Department Director, the employee and/or the F.O.P. representative may appeal the Department Director's decision to the Employee Relations Officer within ten (10) work days of the receipt completion of the Department Director's written decision. The Employee Relations Officer shall require of the Department Director to submit a letter setting forth specific reasons for the Department Director's decision. This letter must be submitted to the Employee Relations Officer within ten (10) work days of his receipt of the appeal.

(d) The Employee Relations Officer shall, within fifteen (15) work days after receipt of the appeal, contact the F.O.P., the employee, and all supervisory personnel concerned, and attempt to resolve the grievance. The written results of the findings of the Employee Relations Officer will be given to the employee, the F.O.P., and to the Human Resources Director within fifteen (15) work days of the receipt of the appeal.

(e) If the grievant and/or F.O.P. is not satisfied with the findings of the Employee Relations Officer, they may request a hearing before the Grievance Board within ten (10) work days of the receipt of the Employee Relations Officer report.

(f) All parties agree that written requests for reasonable extensions with regard to any grievance timeline shall be granted

Section 3. Grievance Board.

The Grievance Board shall consist of the following individuals:

(1) One person appointed by the F.O.P.

(2) One person appointed by the City.

(3) A third person, who shall act as Arbitrator, and who shall be selected from a panel provided by the FMCS.

Within fifteen (15) working days of the request for a Grievance Board Hearing, the FOP electronically petition the Federal Mediation and Conciliation Service (FMCS) to submit a list of the names of five (5) competent and available arbitrators, from which the parties shall select the neutral arbitrator. If a panel provided by the FMCS is unacceptable to either side, a new panel may be requested by the side rejecting the panel within five (5) working days of the receipt of the rejected panel. Each side may exercise its right to reject only once per grievance. Within ten (10) working days after receiving such a list, the F.O.P. President and an official of the City, or their respective designees, shall alternately strike one (1) name from said list, until only one (1) name remains, and the person whose name remains on said list shall become the neutral Arbitrator. The order of striking names shall be determined by the toss of a coin.

In all hearing conducted before the Grievance Board, the Administrative Rules of Evidence shall apply.

All Grievance Board Hearings shall be conducted within sixty (60) days of the selection of the Arbitrator, unless the Grievance Board has granted a continuance. In any event, all Grievance Board Hearings must be conducted within one hundred twenty (120) days of the request for a Grievance Board Hearing.

All fees, costs and expenses of the Arbitrator shall be shared equally by the City and the Union.

Section 4. Burden of proof.

The burden of proof shall be allocated as follows:

(a) In all disciplinary cases, the City shall bear the burden of proving just cause for the discipline imposed.

(b) In all contract interpretation cases, the party alleging the contract violation shall bear the burden of proof.

Section 5.

A. The arbitrator shall have the authority to determine the procedural rules of arbitration which shall include that the parties may:
    1. Present evidence supporting their position;
    2. Call witnesses;
    3. Cross examine witnesses;
    4. Be represented by counsel at the hearing; and
    5. Have a record of the hearing
B. Both parties agree that they will release all relevant documents and/or information requested by the arbitrator.
C. At the conclusion of the Grievance Board Hearing, both parties and the arbitrator will determine the timelines for submission of briefs and the rendering of the arbitrator's decision to the City Manager.

Section 6. City Manager's decision.

The City Manager shall render a decision within twenty (20) work days of receipt of the Grievance Board's recommendation and his decision is final. In the event the City Manager reverses or modifies the recommendation of the Grievance Board, he shall provide to the grievant and to the

F.O.P., in writing, the reason(s) for his actions and the specific finding(s) upon which his actions were based. If the City Manager does not render a decision within this time, the decision of the grievance board becomes final.

Section 7. Termination cases.

In cases of termination, the grievant may proceed directly to step (d) of this procedure within ten (10) work days from the employee's notice of termination.

Section 8. Letters of discipline.

Any letter of disciplinary action to be placed in an employee's personnel file shall specify the date when such letter is to be removed from such file (provided no subsequent discipline has been imposed during said period) or if appropriate specify that the letter is permanent and shall not be removed from the file.

Section 9. F.O.P. representation at Safety Review Board.

Whenever employees are scheduled by their supervisor and/or any other superior within their department, to attend a meeting concerning disciplinary action, or before a Safety Review Board, the person scheduling them shall advise them that they have the right to have a F.O.P. representative attend the meeting with them. The employee will be allowed an appropriate amount of time for scheduling a F.O.P. representative, overnight if necessary.

Section 10.

The parties agree that after a grievance has been filed by the Lodge, neither the City nor any of its representatives will meet with the grievant in reference to the incident without prior notification to the F.O.P. The F.O.P. shall be present at any grievance meeting.

Section 11.

Both parties agree that prior to filing a complaint with the Kansas Public Employee Relations Board, the parties will attempt to settle the dispute through mediation using FMCS.

Comment [HA20]: TA – 8-21-2014

ARTICLE 15

WORKING CONDITIONS AND EQUIPMENT

Section 1. Practice ammunition.

(a) The City shall make available, at its expense, 600 rounds of ammunition each year for each employee covered by this Agreement who is required regularly to carry a weapon in the line of duty, for use by employees desiring to improve or maintain proficiency with their weapons.

(b) The City shall provide 4800 rounds of submachine gun ammunition and 1200 rounds of ammunition for each sniper rifle in the arsenal, and an additional 600 rounds of handgun ammunition for each member of the tactical team.

Section 2. Firing range.

The firing range shall be open and available in accordance with department procedure for those who desire to become more proficient with their weapons. The parties agree that all employees are encouraged to practice.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 1. F.O.P. bulletin boards.

The City shall provide space on the bulletin boards in the Wichita Police Department for the F.O.P. to post notices. All notices shall be posted by an officer of the F.O.P. Notices relating to the following matters may be posted without the necessity of receiving the Department Director's prior approval:

(a) Recreational and social functions.

(b) Notices of meetings.

(c) Appointments.

(d) Notice of elections.

(e) Results of elections.

(f) Reports of committees.

(g) Rulings or policies.

These items are restricted to F.O.P. matters.

Section 2. Employee's department personnel file.

An employee may review the employee's departmental personnel file upon request and may also review the employee's personnel file retained in the Human Resources Department of the City.

Section 3. WPD Nominating Committee.

The President of the F.O.P., or designee, shall be a permanent member of the Wichita Police Department Nominating Committee.

Section 4. Group Orientation.

During the course of training in recruit classes, police recruits will be advised of the representative status of the F.O.P. In addition, a fact sheet prepared by the F.O.P. and approved by the Department Director, which describes the goals and objectives, voluntary nature of membership, procedures for making and revoking allotments for the payment of F.O.P. dues, the procedure for processing grievances, and the coverage and scope of this Agreement, may be provided. Such information shall not be presented in a way that could be construed as critical of the City or in a way that indicates that membership in the F.O.P. is mandatory. The F.O.P. shall be allowed one hour with the recruit class to distribute copies of the fact sheet and this Agreement, and to discuss organizational goals, policies, procedures and this Agreement.

ARTICLE 17

INTERPRETATIVE PROVISIONS

Section 1.

If any provision of this Agreement should be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into negotiation for the sole purpose of redrafting a mutually satisfactory replacement for such provision so affected.

Section 2.

Should any change be made in any State or Federal law or regulation, which would be applicable and contrary to any provision herein contained, then such portion of this Agreement shall be automatically terminated but the remainder of the Agreement shall remain in full force and effect. The parties shall immediately commence to negotiate for the purpose of redrafting a mutually satisfactory replacement for such provision so affected.

Section 3.

All practices and conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City charter, ordinances, and rules and regulations.

Section 4.

Should the City wish to reclassify any position listed in this Agreement which would result in a decrease in the pay range or an increase in position responsibilities over and above the present duties for an affected pay range, either party may reopen negotiations for the purpose of negotiating base wages for the newly classified positions. All other provisions of the contract shall remain the same unless reopened by mutual agreement of both parties.

ARTICLE 18

SUBSTANCE TESTING

All employees shall be subject to random drug and alcohol testing as agreed upon by the City and the Lodge April 2007.

ARTICLE 19

DURATION AND TERMINATION

Section 1.

This Agreement shall take effect on **DECEMBER 24, 2011,** and shall continue in full force and effect through **DECEMBER 19, 2014.**

Section 2.

The parties agree that the negotiations for a successor Agreement shall commence as soon as the parties reasonably and mutually agree. All parties shall endeavor to begin negotiations for **2015** by August 1, 2014

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Year-end Salary and Classification Ordinances

INITIATED BY: Human Resources

AGENDA: New Business

Recommendation: Approve the amended ordinances and place on first reading.

Background: Classification ordinances establish employee job classifications and corresponding pay ranges. Salary ordinances establish pay rates, and must be revised for any changes in pay rates or salary ranges. Revisions to the ordinances are typically combined and presented for consideration.

Analysis: Several changes are included in the two classification ordinances. One of the ordinances establishes the classifications and ranges for exempt positions; the other for non-exempt positions. These changes are usually revisions to job titles with no adjustment to the pay range. A proposed change would add a new Senior Call Center Information Specialist position at range 621 for future promotional opportunities. The ordinance also includes new Bus Mechanic I (range 321) and Bus Mechanic II (range 322) positions. These positions will supplement Bus Mechanic B (range 317) and Bus Mechanic A (320) positions, which are currently utilized at Wichita Transit. The new classifications will provide flexibility to re-allocate job duties and requirements to enhance bus maintenance effectiveness and certification requirements.

The revised salary ordinances set pay ranges for various position classifications, and are updated annually. The changes to each salary range are summarized below. In addition, eligible employees may receive a merit step increase equal to 2.5%.

300 Series Ranges: These ranges are for positions represented by Teamsters Local #795 at Wichita Transit. Based on the 2014-2016 contract, positions in each range are increased by 2.75% effective December 20, 2014, consistent with Ordinance 49-633, which was approved December 10, 2013. In addition, wage rates in each range are increased by 1.25%, effective December 19, 2015. Two new salary ranges (321 and 322) are added for the Bus Mechanic I and II positions.

400 Series Ranges: These ranges are used for part-time and seasonal/variable positions. Each range included is effective December 20, 2014 through December 18, 2015 at the same wage rate as 2014.

Ranges 602-630: These ranges are used for non-exempt hourly positions, most of which are represented by the Service Employees International Union (SEIU) Local 513. Consistent with the 2015 agreement, wage rates are increased by 1.5% effective December 20, 2014. This wage scale reflects the wage reopener ratified by the membership in 2014.

Ranges 691-692: These ranges are for Airport Police and Fire positions represented by Teamsters Local #795. Based on the 2014-2016 contract, positions in each range are increased by 1.5% effective December 20, 2014, consistent with Ordinance 49-633, approved December 10, 2013. In addition, wage rates in each range are increased by 1.25% effective December 19, 2015.

Ranges 712-725: These ranges are for Wichita Police Department positions represented by the Fraternal Order of Police Lodge #5. Based on the 2015-2017 contract, positions in each range are increased by 3%

effective December 20, 2014. In addition, wage rates in each range are increased by 1.25% effective December 19, 2015.
Range 727: This range is for Police Lieutenants. To maintain consistency with FOP-represented positions, this range is increased by 3% effective December 20, 2014.

800 Series Ranges: These ranges are for Wichita Fire Department positions represented by the International Association of Firefighters (IAFF) #135. Based on the 2014-2016 contract, positions in each range are increased by 1.25% effective December 20, 2014, consistent with Ordinance 49-633 which was approved December 10, 2013. In addition, wage rates in each range are increased 1.25% effective December 19, 2015.

900 Series Ranges: These ranges are for non-exempt positions represented by Employees Council. To maintain consistency with other City salary ranges, an increase of 1.5% is effective December 20, 2014.

Ranges B32-E83: These ranges are for exempt non-management positions represented by Employees Council, and non-represented exempt positions, including management. To maintain consistency with other City salary ranges, an increase of 1.5% is effective December 20, 2014.

Financial Considerations: The cost resulting from the revisions to the salary ordinances are consistent with amounts included in the 2015 Adopted Budget.

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

Recommendations/Actions: It is recommended that the City Council adopt the ordinances and place on first reading and approve the ratification of the SEIU wage reopener.

Attachment: Salary and Classification Ordinance Changes, December 20, 2014

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCES NO. 49-634.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the classifications below are prescribed according to the following schedule.

Classification	Pay Range Numbers
Accountant	C41
Administration Manager	C45/C52
Airport Operations Manager	C43
Airport Police and Fire Chief	D62
Air Service & Business Development Administrator	C45/C52
Assistant City Attorney I	C43
Assistant City Attorney II	C44/C51
Assistant City Attorney III	C45/C52
Assistant City Manager	E83
Assistant Department Director	D71 – D72
Assistant Golf Professional	B32
Assistant Pension Manager	C43
Assistant Recreation Supervisor	C41
Assistant Tennis Professional	B32
Assistant Traffic Engineer	C44/C51
Associate Engineer	C42
Associate Planner	C41
Budget Analyst	C42
Budget Officer	D62
Buyer	C41
Century II Manager	C44/C51
Chief Deputy City Attorney	D72
Chief Fire Prevention Officer	D61
Chief Probation Officer	C44/C51
Chief Prosecutor	D61
City Arts Manager	C44/C51
City Engineer	D72
City Treasurer	D63
Civil Engineer	C43
Communications Specialist	C41
Controller	D62
Cultural Facility Supervisor	C42
Department Director	E81 – E83
Deputy Airport Police and Fire Chief	C45/C52
Deputy City Attorney	D71
Deputy Fire Chief	D71
Deputy Police Chief	D71
Division Manager	D61 – D63
Division Supervisor	C43
Engineer	C42
Environmental Remediation Administrator	C45/C52
Environmental Quality Specialist	C43
Environmental Sciences Administrator	C44/C51
Environmental Scientist	C41
Environmental Services Program Supervisor	C44/C51
Environmental Services Specialist	C41

Classification	Pay Range Numbers
Event Coordinator	C41
Event Facilitator	C42
Executive Assistant	C41
Fire Battalion Chief	D61
Fire Division Chief	D63
~~Fire & Medical Rescue Coordinator~~ Fire Medical Instructor/Coordinator	**C44/C51**
Fiscal Analyst	C41
General Maintenance Supervisor I	C41 – C43
General Maintenance Supervisor II	C44/C51
Geologist	C44/C51
Golf Professional	C42
Housing Manager	C45/C52
Human Resources Specialist	C41
Inspection Administrator	C44/C51
Inspection Supervisor	C43
Librarian	C41
Library Manager	D61
Management Analyst	C41
Municipal Court Clerk	C44/C51
Museum Manager	C44/C51
Museum Specialist I	B32
Museum Specialist II	C41
Museum Specialist III	C43
Museum Specialist	C41
Pension Manager	C45/C52
Plans Examiner	C42
Police Captain	D61
Principal Budget Analyst	C44/C51
Principal Planner	C45/C52
Program Coordinator	C44/C51
Program Manager	D61 - D62
Program Specialist	C41
Public Safety Administrator	C44/C51
Purchasing Manager	D62
Real Estate Administrator	C45/C52
Real Estate Analyst	C42
Recreation Manager	C45/C52
Recreation Supervisor	C43
Risk Management Specialist	C43
Risk Manager	C45/C52
Safety Coordinator	C42
Section Engineer	D61
Section Supervisor	C41
Security Supervisor	C42
Senior Accountant	C43
Senior Budget Analyst	C43
Senior Buyer	C43
Senior Communications Specialist	C44/C51
Senior Division Manager	D71
Senior Engineer	C45/C52
Senior Environmental Scientist	C43
Senior Fiscal Analyst	C43
Senior Housing Specialist	C43
Senior Human Resources Specialist	C44/C51
Senior Librarian	C44/C51
Senior Management Analyst	C44/C51
Senior Planner	C43
Senior Plans Examiner	C45/C52
Senior Program Specialist	C43

Classification	**Pay Range Numbers**
Senior Safety Coordinator	C43
Senior ~~Systems~~ Solution Analyst	**C45/C52**
Special Projects Coordinator	C44/C51
Special Projects Engineer	C45/C52
Support Supervisor	B32
~~Systems~~ Solution Analyst II	**C42**
~~Systems~~ Solution Analyst III	**C43**
~~Systems~~ Solution Analyst IV	**C44/C51**
Tennis Professional	C42
Transportation Development Coordinator	C43

SECTION 2. Ordinance No. 49-634 is hereby repealed.

SECTION 3. This ordinance shall take effect upon publication in the official city newspaper.

ADOPTED at Wichita, Kansas, this _____ day of _____

_____
Carl Brewer, Mayor

Attest: _____
Karen Sublett, City Clerk

Approved as to form:

_____
Sharon Dickgrafe, Interim Director of Law

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 49-632.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the titles below are prescribed according to the following schedule.

Class Title	Pay Range Number
Account Clerk I	617
Account Clerk II	619
Account Clerk III	621
Administrative Aide I	620
Administrative Aide II	623
Administrative Aide III	926
Administrative Assistant	928
Administrative Secretary	621
Airport Building Maintenance Mechanic	623
Airport Building Maintenance Supervisor	626
Airport Custodial Supervisor	622
Airport Equipment Maintenance Supervisor	627
Airport Field Maintenance Supervisor	625
Airport Operations Officer	623
Airport Police and Fire Officer I	691
Airport Police and Fire Officer II	692
Airport Public Safety Supervisor	893 or 827
Airport Services Officer	621
Animal Control Officer I	619
Animal Control Officer II	621
Animal Display Attendant	619
Animal Shelter Supervisor	623
Assistant Airport Public Safety Supervisor	892 or 824
Assistant Golf Course Maintenance Supervisor	621
Associate Accountant	623
Bailiff	617
Body Shop Mechanic I	622
Body Shop Mechanic II	623
Building Attendant	609
Building Permit Examiner	625
Bus Mechanic A	320
Bus Mechanic B	317
Bus Mechanic I	**321**
Bus Mechanic II	**322**
Bus Mechanic's Helper	315
Bus Operator	316
Bus Utility Worker	312
Call Center Information Specialist I	**617**
Call Center Information Specialist II	**619**
Child Development Specialist	927
Clerical Aide	609
Clerk I	613
Clerk II	615
Clerk III	617
Combination Inspector	627

Class Title	Pay Range Number
Combination Neighborhood Inspector	627
Community Health Nurse I	927
Community Health Nurse II	929
Construction Inspector I	623
Construction Inspector II	625
Crime Scene Investigator	714
Crime Scene Supervisor	630
Custodial Guard	615
Custodial Supervisor	621
Custodial Worker I	615
Custodial Worker II	617
Customer Clerk	412
Customer Clerk Aide	405
Customer Service Clerk I	617
Customer Service Clerk II	619
Department Intern	612
Deputy City Clerk	927
Digital Evidence Technician	625
Docket Clerk	618
Electrical and Elevator Inspector II	625
Electrical and Elevator Inspector III	627
Electrical Inspector	623
Electrical Technician	627
Electrician I	621
Electrician II	623
Electronics Technician I	623
Electronics Technician II	625
Electronics Technician III	627
Elevator Inspector	623
Engineering Aide I	618
Engineering Aide II	620
Engineering Aide III	623
Engineering Technician I	624
Engineering Technician II	626
Environmental Inspector	410
Equipment Operator I	617
Equipment Operator II	619
Equipment Operator III	620
Event Worker I	615
Event Worker II	617
Family Development Specialist	925
Field Supervisor	625
Field Worker I	406
Field Worker II	414
Fire Captain	893 or 827
Fire Equipment Shop Supervisor	626
Fire Fighter	891 or 822
Fire Investigator I	892 or 824
Fire Investigator II	893 or 827
Fire Lieutenant	892 or 824
Fire Medical Training Officer	893 or 827
Fire Prevention Inspector I	892 or 824
Fire Prevention Inspector II	893 or 827
Fire Prevention Training Instructor I	892 or 824
Fire Prevention Training Instructor II	893 or 827
Fire Protection Systems Specialist	893 or 827

Class Title	Pay Range Number
Fire Recruit	821
Fire Training Instructor	893 or 827
Fiscal Specialist	925
Forensic Examiner	929
Gardener I	617
Gardener II	618
Gardening Supervisor I	619
Gardening Supervisor II	621
General Supervisor I	623
General Supervisor II	624
Greenskeeper	617
Grounds Maintenance Supervisor	621
Guard	617
Head Lifeguard	412
Heating and Air Conditioning Mechanic	623
Helicopter Mechanic	627
Housing Specialist	925
Information Systems Coordinator	926
Inspector	622
Instructor I	415
Instructor II	417
Irrigation System Supervisor	623
Labor Supervisor I	621
Labor Supervisor II	622
Laboratory Technician	620
Laborer	616
Legal Assistant	623
Legal Secretary	620
Library Assistant I	615
Library Assistant II	617
Library Assistant III	619
Library Assistant IV	621
Library Assistant V	622
Lifeguard I	406
Lifeguard II	408
Machinist Mechanic	622
Maintenance Mechanic	621
Maintenance Mechanic Supervisor	622
Maintenance Specialist	619
Maintenance Technician	626
Maintenance Worker	617
Mechanic I	618
Mechanic II	622
Mechanic III	623
Mechanic Supervisor	624
Mechanical Inspector	623
Museum Interpreter	415
Neighborhood Inspector I	623
Neighborhood Inspector II	625
Neighborhood Inspector III	626
Office Aide I	406
Office Aide II	409

Class Title	**Pay Range Number**
Operations Supervisor I	623
Operations Supervisor II	624
Outreach Worker	613
Parts Clerk	622
~~Photographer~~	~~619~~
Planning Aide	623
Planning Analyst	927
Plant Operator	622
Plumber	623
Plumbing and Mechanical Inspector II	625
Plumbing and Mechanical Inspector III	627
Plumbing Inspector	623
Police Detective	724
Police Lieutenant	727
Police Officer	723
Police Recruit	722
Police Sergeant	725
Preparator	623
Probation Officer	625
Property Clerk	621
Public Health Sanitarian I	625
Radio Dispatcher	621
Recreation Aide I	405
Recreation Aide II	406
Recreation Leader I	409
Recreation Leader II	412
Rehabilitation Loan Specialist	627
Rehabilitation Specialist I	623
Rehabilitation Specialist II	625
Right-of-Way/Utility Coordinator	929
Scorekeeper	406
Secretary	619
Security Officer	621
Security Screener	617
Senior Building Permit Examiner	627
Senior Call Center Information Specialist	**621**
Senior Storekeeper	621
Senior Traffic Investigator	621
Service Attendant	616
Service Officer I	620
Service Officer II	623
Sewer Line Technician	622
Sign Painter	621
Signal Electrician	625
Signal Technician	626
Special Water Service Representative	620
SPIDER Dispatcher	621
Sports Official	Unspecified*
Sports Supervisor	411
~~Station Clerk~~	~~710~~
Storekeeper	619
Street Inspector	623
Street Inspector Supervisor	624
Swimming Pool Manager	415
~~Systems~~ Solution Analyst I	**927**

Class Title	Pay Range Number
Telecommunications Coordinator	929
Ticket Clerk	406
Traffic Investigator	619
Traffic Signal Mechanic	619
Tree Maintenance Aide	616
Tree Maintenance General Supervisor	624
Tree Maintenance Inspector	623
Tree Maintenance Supervisor	623
Tree Maintenance Worker I	619
Tree Maintenance Worker II	621
Van Driver	314
Warrant Officer	712
Water Line Technician	620
Water Meter Reader	619
Water Utility Worker	618
Worker I	405
Worker II	409

*As stated in the Non-exempt Salary Ordinance, Sports Officials are paid based on the sport involved and/or the qualifications/certifications of the individual. No range is stated.

SECTION 2. Ordinance No. **49-632** is hereby repealed.

SECTION 3. This ordinance shall take effect on **December 20, 2014** and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this _____ day of _____

_____
Carl Brewer, Mayor

Attest: _____

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Sharon Dickgrafe, Interim Director of Law

ORDINANCE NO. 49-903

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCES NO. 49-634.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the classifications below are prescribed according to the following schedule.

Classification	Pay Range Numbers
Accountant	C41
Administration Manager	C45/C52
Airport Operations Manager	C43
Airport Police and Fire Chief	D62
Air Service & Business Development Administrator	C45/C52
Assistant City Attorney I	C43
Assistant City Attorney II	C44/C51
Assistant City Attorney III	C45/C52
Assistant City Manager	E83
Assistant Department Director	D71 – D72
Assistant Golf Professional	B32
Assistant Pension Manager	C43
Assistant Recreation Supervisor	C41
Assistant Tennis Professional	B32
Assistant Traffic Engineer	C44/C51
Associate Engineer	C42
Associate Planner	C41
Budget Analyst	C42
Budget Officer	D62
Buyer	C41
Century II Manager	C44/C51
Chief Deputy City Attorney	D72
Chief Fire Prevention Officer	D61
Chief Probation Officer	C44/C51
Chief Prosecutor	D61
City Arts Manager	C44/C51
City Engineer	D72
City Treasurer	D63
Civil Engineer	C43
Communications Specialist	C41
Controller	D62
Cultural Facility Supervisor	C42
Department Director	E81 – E83
Deputy Airport Police and Fire Chief	C45/C52
Deputy City Attorney	D71
Deputy Fire Chief	D71
Deputy Police Chief	D71
Division Manager	D61 – D63
Division Supervisor	C43
Engineer	C42
Environmental Remediation Administrator	C45/C52
Environmental Quality Specialist	C43
Environmental Sciences Administrator	C44/C51
Environmental Scientist	C41
Environmental Services Program Supervisor	C44/C51
Environmental Services Specialist	C41
Event Coordinator	C41

Classification	Pay Range Numbers
Event Facilitator	C42
Executive Assistant	C41
Fire Battalion Chief	D61
Fire Division Chief	D63
Fire Medical Instructor/Coordinator	C44/C51
Fiscal Analyst	C41
General Maintenance Supervisor I	C41 – C43
General Maintenance Supervisor II	C44/C51
Geologist	C44/C51
Golf Professional	C42
Housing Manager	C45/C52
Human Resources Specialist	C41
Inspection Administrator	C44/C51
Inspection Supervisor	C43
Librarian	C41
Library Manager	D61
Management Analyst	C41
Municipal Court Clerk	C44/C51
Museum Manager	C44/C51
Museum Specialist I	B32
Museum Specialist II	C41
Museum Specialist III	C43
Museum Specialist	C41
Pension Manager	C45/C52
Plans Examiner	C42
Police Captain	D61
Principal Budget Analyst	C44/C51
Principal Planner	C45/C52
Program Coordinator	C44/C51
Program Manager	D61 - D62
Program Specialist	C41
Public Safety Administrator	C44/C51
Purchasing Manager	D62
Real Estate Administrator	C45/C52
Real Estate Analyst	C42
Recreation Manager	C45/C52
Recreation Supervisor	C43
Risk Management Specialist	C43
Risk Manager	C45/C52
Safety Coordinator	C42
Section Engineer	D61
Section Supervisor	C41
Security Supervisor	C42
Senior Accountant	C43
Senior Budget Analyst	C43
Senior Buyer	C43
Senior Communications Specialist	C44/C51
Senior Division Manager	D71
Senior Engineer	C45/C52
Senior Environmental Scientist	C43
Senior Fiscal Analyst	C43
Senior Housing Specialist	C43
Senior Human Resources Specialist	C44/C51
Senior Librarian	C44/C51
Senior Management Analyst	C44/C51
Senior Planner	C43
Senior Plans Examiner	C45/C52
Senior Program Specialist	C43
Senior Safety Coordinator	C43

Classification	**Pay Range Numbers**
Senior Solution Analyst	C45/C52
Special Projects Coordinator	C44/C51
Special Projects Engineer	C45/C52
Support Supervisor	B32
Solution Analyst II	C42
Solution Analyst III	C43
Solution Analyst IV	C44/C51
Tennis Professional	C42
Transportation Development Coordinator	C43

SECTION 2. Ordinance No. 49-634 is hereby repealed.

SECTION 3. This ordinance shall take effect upon publication in the official city newspaper.

ADOPTED at Wichita, Kansas, this 16th day of December.

_____
Carl Brewer, Mayor

Attest: _____
Karen Sublett, City Clerk

Approved as to form:

_____
Sharon Dickgrafe, Interim Director of Law

Exempt & Management

ORDINANCE NO. 49-904

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO 49-635.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SALARY RANGES

SECTION 1. The following pay rates are established for the ***Exempt & Management Pay Plan***. Salaries are expressed in minimum and maximum annual rates.

2014 Salary Ranges
Effective December 20, 2014 – December 18, 2015

Pay Range	Minimum	Maximum
B32	$34,385	$59,027
C41	$38,640	$68,702
C42	$42,599	$75,740
C43	$46,556	$82,777
C44/C51	$50,483	$92,853
C45/C52	$58,989	$103,566
D61	$62,821	$113,972
D62	$66,807	$121,201
D63	$70,790	$128,429
D71	$74,323	$139,185
D72	$80,189	$150,173
E81	$83,477	$161,216
E82	$87,311	$168,620
E83	$91,146	$176,024

SECTION 2. Other Provisions

a. Unless otherwise indicated in the schedule contained in Section 1 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:

(1) Police Captains shall be allowed up to a maximum of $700.00 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. This provision does not apply to Deputy Police Chiefs or the Police Chief, or to civilianized positions that are not required to be in uniform.

(2) Fire Battalion Chiefs and Fire Division Chiefs who are required to wear uniforms while on duty shall be allowed up to a maximum of and $650.00.This provision will not apply to Deputy Fire Chiefs or the Fire Chief.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items which the City Manager may authorize.

(3) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.

(4) The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of $125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine

which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed $150.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

(5) Police Captains who have received a degree from a four-year college or university will receive $110.00 per month for a bachelor's degree or $135.00 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved by the Department Director and the City Manager. These employees are not eligible for the Tuition Reimbursement Program. This provision does not apply to the Deputy Police Chiefs or the Police Chief.

(6) Police Captains who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Hazardous Duty pay not to exceed $60.00 per payday for each month in which at least twenty (20) flight hours are logged, under a special allowance program promulgated and administered by the City Manager, which program may be revised and amended at his/her discretion. Police Department personnel, who are certified/trained and assigned to bomb duty, clandestine labs, and canine and SWAT duty, shall be compensated in addition to their regular pay, $60.00 per pay period. This provision does not apply to Deputy Police Chiefs or the Police Chief.

(7) Fire Battalion Chiefs and Fire Division Chiefs shall receive education pay of $25.00 per month for an associate's degree, or $50.00 per month for a bachelor's degree or $75.00 per month for a master's degree in Fire Science, from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement Program. This provision does not apply to the Deputy Fire Chiefs or the Fire Chief.

(8) Fire Battalion Chiefs who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional $35.00 per pay period. An employee may receive only one category of Special Duty Pay.

(9) Airport Safety Personnel, and, if not commissioned, the incumbent of the Fire and Medical Rescue Coordinator will receive $35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician course.

(10) Allowance for travel expenses or for the use of personally owned vehicles may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.

Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

(11) In recognition of long and faithful service, the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed $2.00 times the total years of service, per month, e.g., (2.00 X 10 years of service = $20.00 per month payment.) For employees with over eleven years accumulative municipal employment, the payment shall be $5.00 times the total years of service per month, e.g. ($5.00 X 12 years of service = $60.00 per month in payment.)

(12) At the discretion of the City Manager, the maximum of a pay range may be exceeded by not more than 10% for a specified period of time to compensate any Department Director if broader or higher level administrative responsibility is regularly assigned to that position.

(13) The City Manager may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four weeks.

(14) The compensation for Tennis Professional will include, in addition to base salary from its stated salary range, performance incentives calculated and tied into the month-end revenues generated at the tennis facility from all sources, including tennis lessons. The percentages will increase as these accumulated revenues increase throughout the year. The monthly calculation percentage is based on the revenue table shown below. ("Private Lessons" and "Group Lessons" refer to lessons taught by the Tennis Professional. "Other Lessons" refer to lessons taught by other instructors.)

Tennis Center Total Revenue	Up to $40,000	$40,000.01 to $90,000	$90,000.01 to $140,000	Over $140,000
Private Lessons	30%	40%	50%	60%
Group Lessons	20%	20%	30%	30%
Leagues	10%	10%	20%	20%
Tournaments	10%	10%	20%	20%
Other Lessons	5%	5%	10%	10%
Special/Social Events	10%	10%	20%	20%

(15) If an employee moves into a new classification due to a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid to the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

b. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.

c. Municipal Court Judges will receive a 1.5% general pay adjustment. Upon completion of their annual evaluation by the City Council in 2015, the judges may be eligible for an additional wage (merit) increase to be determined by the City Council at that time.

d. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.

e. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.

f. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.

g. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.

h. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to

the City Council upon request.

i. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.

j. The City Manager is authorized to establish pay plans for employees who are exempt from the provisions of the Fair Labor Standards Act. The City Manager shall determine the actual pay for each position within the minimum and maximum pay levels for the position.

k. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.

k. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 4. A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

SECTION 5. Ordinance No. 49-635 is hereby repealed.

SECTION 6. This ordinance shall take effect on December 20, 2014, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this 16th day of December.

_____
Carl Brewer, Mayor

Attest: _____

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Sharon Dickgrafe, Interim Director of Law and City Attorney

ORDINANCE NO. 49-905

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 49-632.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the titles below are prescribed according to the following schedule.

Class Title	Pay Range Number
Account Clerk I	617
Account Clerk II	619
Account Clerk III	621
Administrative Aide I	620
Administrative Aide II	623
Administrative Aide III	926
Administrative Assistant	928
Administrative Secretary	621
Airport Building Maintenance Mechanic	623
Airport Building Maintenance Supervisor	626
Airport Custodial Supervisor	622
Airport Equipment Maintenance Supervisor	627
Airport Field Maintenance Supervisor	625
Airport Operations Officer	623
Airport Police and Fire Officer I	691
Airport Police and Fire Officer II	692
Airport Public Safety Supervisor	893 or 827
Airport Services Officer	621
Animal Control Officer I	619
Animal Control Officer II	621
Animal Display Attendant	619
Animal Shelter Supervisor	623
Assistant Airport Public Safety Supervisor	892 or 824
Assistant Golf Course Maintenance Supervisor	621
Associate Accountant	623
Bailiff	617
Body Shop Mechanic I	622
Body Shop Mechanic II	623
Building Attendant	609
Building Permit Examiner	625
Bus Mechanic A	320
Bus Mechanic B	317
Bus Mechanic I	321
Bus Mechanic II	322
Bus Mechanic's Helper	315
Bus Operator	316
Bus Utility Worker	312
Call Center Information Specialist I	617
Call Center Information Specialist II	619
Child Development Specialist	927
Clerical Aide	609
Clerk I	613
Clerk II	615
Clerk III	617
Combination Inspector	627

Class Title	Pay Range Number
Combination Neighborhood Inspector	627
Community Health Nurse I	927
Community Health Nurse II	929
Construction Inspector I	623
Construction Inspector II	625
Crime Scene Investigator	714
Crime Scene Supervisor	630
Custodial Guard	615
Custodial Supervisor	621
Custodial Worker I	615
Custodial Worker II	617
Customer Clerk	412
Customer Clerk Aide	405
Customer Service Clerk I	617
Customer Service Clerk II	619
Department Intern	612
Deputy City Clerk	927
Digital Evidence Technician	625
Docket Clerk	618
Electrical and Elevator Inspector II	625
Electrical and Elevator Inspector III	627
Electrical Inspector	623
Electrical Technician	627
Electrician I	621
Electrician II	623
Electronics Technician I	623
Electronics Technician II	625
Electronics Technician III	627
Elevator Inspector	623
Engineering Aide I	618
Engineering Aide II	620
Engineering Aide III	623
Engineering Technician I	624
Engineering Technician II	626
Environmental Inspector	410
Equipment Operator I	617
Equipment Operator II	619
Equipment Operator III	620
Event Worker I	615
Event Worker II	617
Family Development Specialist	925
Field Supervisor	625
Field Worker I	406
Field Worker II	414
Fire Captain	893 or 827
Fire Equipment Shop Supervisor	626
Fire Fighter	891 or 822
Fire Investigator I	892 or 824
Fire Investigator II	893 or 827
Fire Lieutenant	892 or 824
Fire Medical Training Officer	893 or 827
Fire Prevention Inspector I	892 or 824
Fire Prevention Inspector II	893 or 827
Fire Prevention Training Instructor I	892 or 824
Fire Prevention Training Instructor II	893 or 827
Fire Protection Systems Specialist	893 or 827

Class Title	Pay Range Number
Fire Recruit	821
Fire Training Instructor	893 or 827
Fiscal Specialist	925
Forensic Examiner	929
Gardener I	617
Gardener II	618
Gardening Supervisor I	619
Gardening Supervisor II	621
General Supervisor I	623
General Supervisor II	624
Greenskeeper	617
Grounds Maintenance Supervisor	621
Guard	617
Head Lifeguard	412
Heating and Air Conditioning Mechanic	623
Helicopter Mechanic	627
Housing Specialist	925
Information Systems Coordinator	926
Inspector	622
Instructor I	415
Instructor II	417
Irrigation System Supervisor	623
Labor Supervisor I	621
Labor Supervisor II	622
Laboratory Technician	620
Laborer	616
Legal Assistant	623
Legal Secretary	620
Library Assistant I	615
Library Assistant II	617
Library Assistant III	619
Library Assistant IV	621
Library Assistant V	622
Lifeguard I	406
Lifeguard II	408
Machinist Mechanic	622
Maintenance Mechanic	621
Maintenance Mechanic Supervisor	622
Maintenance Specialist	619
Maintenance Technician	626
Maintenance Worker	617
Mechanic I	618
Mechanic II	622
Mechanic III	623
Mechanic Supervisor	624
Mechanical Inspector	623
Museum Interpreter	415
Neighborhood Inspector I	623
Neighborhood Inspector II	625
Neighborhood Inspector III	626
Office Aide I	406
Office Aide II	409

Class Title	Pay Range Number
Operations Supervisor I	623
Operations Supervisor II	624
Outreach Worker	613
Parts Clerk	622
Planning Aide	623
Planning Analyst	927
Plant Operator	622
Plumber	623
Plumbing and Mechanical Inspector II	625
Plumbing and Mechanical Inspector III	627
Plumbing Inspector	623
Police Detective	724
Police Lieutenant	727
Police Officer	723
Police Recruit	722
Police Sergeant	725
Preparator	623
Probation Officer	625
Property Clerk	621
Public Health Sanitarian I	625
Radio Dispatcher	621
Recreation Aide I	405
Recreation Aide II	406
Recreation Leader I	409
Recreation Leader II	412
Rehabilitation Loan Specialist	627
Rehabilitation Specialist I	623
Rehabilitation Specialist II	625
Right-of-Way/Utility Coordinator	929
Scorekeeper	406
Secretary	619
Security Officer	621
Security Screener	617
Senior Building Permit Examiner	627
Senior Call Center Information Specialist	621
Senior Storekeeper	621
Senior Traffic Investigator	621
Service Attendant	616
Service Officer I	620
Service Officer II	623
Sewer Line Technician	622
Sign Painter	621
Signal Electrician	625
Signal Technician	626
Solution Analyst I	927
Special Water Service Representative	620
SPIDER Dispatcher	621
Sports Official	Unspecified*
Sports Supervisor	411
Storekeeper	619
Street Inspector	623
Street Inspector Supervisor	624
Swimming Pool Manager	415

Class Title	Pay Range Number
Telecommunications Coordinator	929
Ticket Clerk	406
Traffic Investigator	619
Traffic Signal Mechanic	619
Tree Maintenance Aide	616
Tree Maintenance General Supervisor	624
Tree Maintenance Inspector	623
Tree Maintenance Supervisor	623
Tree Maintenance Worker I	619
Tree Maintenance Worker II	621
Van Driver	314
Warrant Officer	712
Water Line Technician	620
Water Meter Reader	619
Water Utility Worker	618
Worker I	405
Worker II	409

*As stated in the Non-exempt Salary Ordinance, Sports Officials are paid based on the sport involved and/or the qualifications/certifications of the individual. No range is stated.

SECTION 2. Ordinance No. **49-632** is hereby repealed.

SECTION 3. This ordinance shall take effect on **December 20, 2014** and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this 16th day of December.

_____
Carl Brewer, Mayor

Attest: _____

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Sharon Dickgrafe, Interim Director of Law

ORDINANCE NO. 49-906
Non-exempt Salary

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 49-633

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. A schedule of standard pay ranges established for classifications in ***Wichita Transit*** represented by Teamsters Union Local #795, and in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 20, 2014 - December 18, 2015

Range	A	B	C	D	E	F	G
312	11.3008	11.5833	11.8729	12.1697	12.4740	12.7858	13.1055
314	12.8353	13.1561	13.4850	13.8222	14.1677	14.5219	14.8850
315	12.8353	13.1561	13.4850	13.8222	14.1677	14.5219	14.8850
316	13.4090	13.7442	14.0878	14.4400	14.8010	15.1710	15.5503
317	14.3686	14.7278	15.0960	15.4734	15.8602	16.2567	16.6631
320	16.4786	16.8906	17.3128	17.7456	18.1893	18.6440	19.1101
321	17.1215	17.5495	17.9883	18.4380	18.8989	19.3714	19.8557
322	17.9518	18.4006	18.8606	19.3321	19.8154	20.3108	20.8186

Range	H	I	J	K	L	M	N	O
312	13.4331	13.7689	14.1132	14.4660	14.8276	15.1983	15.5783	15.9677
314	15.2571	15.6385	16.0295	16.4302	16.8410	17.2620	17.6935	18.1359
315	15.2571	15.6385	16.0295	16.4302	16.8410	17.2620	17.6935	18.1359
316	15.9390	16.3375	16.7460	17.1646	17.5937	18.0336	18.4844	18.9465
317	17.0797	17.5067	17.9444	18.3930	18.8528	19.3241	19.8072	20.3024
320	19.5879	20.0776	20.5795	21.0940	21.6213	22.1619	22.7159	23.2838
321	20.3521	20.8609	21.3824	21.9170	22.4649	23.0265	23.6022	24.1922
322	21.3390	21.8725	22.4193	22.9798	23.5543	24.1432	24.7468	25.3654

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 19, 2015 - December 23, 2016

Range	A	B	C	D	E	F	G
312	11.4421	11.7281	12.0213	12.3219	12.6299	12.9457	13.2693
314	12.9957	13.3206	13.6536	13.9949	14.3448	14.7034	15.0710
315	12.9957	13.3206	13.6536	13.9949	14.3448	14.7034	15.0710
316	13.5766	13.9160	14.2639	14.6205	14.9860	15.3606	15.7447
317	14.5482	14.9119	15.2847	15.6668	16.0584	16.4599	16.8714
320	16.6846	17.1017	17.5292	17.9675	18.4167	18.8771	19.3490
321	17.3355	17.7689	18.2131	18.6685	19.1352	19.6135	20.1039
322	18.1762	18.6306	19.0964	19.5738	20.0631	20.5647	21.0788

Range	H	I	J	K	L	M	N	O
312	13.6010	13.9410	14.2896	14.6468	15.0130	15.3883	15.7730	16.1673
314	15.4478	15.8340	16.2298	16.6356	17.0515	17.4778	17.9147	18.3626
315	15.4478	15.8340	16.2298	16.6356	17.0515	17.4778	17.9147	18.3626
316	16.1383	16.5417	16.9553	17.3792	17.8136	18.2590	18.7155	19.1833
317	17.2932	17.7255	18.1687	18.6229	19.0885	19.5657	20.0548	20.5562
320	19.8327	20.3285	20.8368	21.3577	21.8916	22.4389	22.9999	23.5749
321	20.6065	21.1216	21.6497	22.1909	22.7457	23.3143	23.8972	24.4946
322	21.6058	22.1459	22.6996	23.2671	23.8487	24.4450	25.0561	25.6825

SECTION 2. A schedule of standard pay ranges established for classifications for ***variable, seasonal and/or intermittent*** positions that are City employees and treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 20, 2014 - December 18, 2015

Range	A	B	C	D	E	F	G
405	7.2500	7.4313	7.6170	7.8075	8.0026	8.2027	8.4078
406	8.1934	8.3982	8.6083	8.8234	9.0440	9.2701	9.5019
407	8.5051	8.7177	8.9357	9.1591	9.3881	9.6228	9.8634
408	8.8359	9.0568	9.2832	9.5154	9.7532	9.9970	10.2470
409	9.1966	9.4265	9.6622	9.9038	10.1513	10.4051	10.6652
410	9.5741	9.8135	10.0587	10.3103	10.5680	10.8322	11.1030
411	9.9562	10.2051	10.4602	10.7218	10.9898	11.2645	11.5462
412	10.3837	10.6433	10.9093	11.1820	11.4617	11.7481	12.0419
414	11.2868	11.5690	11.8582	12.1547	12.4586	12.7700	13.0893
415	11.7898	12.0845	12.3866	12.6963	13.0137	13.3390	13.6726
416	12.3154	12.6233	12.9389	13.2624	13.5939	13.9337	14.2820
417	12.8746	13.1965	13.5264	13.8646	14.2112	14.5665	14.9307

Range	H	I	J	K	L	M	N	O
405	8.6180	8.8334	9.0543	9.2806	9.5126	9.7504	9.9942	10.2441
406	9.7394	9.9829	10.2325	10.4883	10.7505	11.0193	11.2947	11.5771
407	10.1100	10.3626	10.6218	10.8873	11.1595	11.4385	11.7245	12.0175
408	10.5032	10.7658	11.0348	11.3108	11.5936	11.8833	12.1805	12.4849
409	10.9319	11.2052	11.4853	11.7724	12.0667	12.3685	12.6776	12.9945
410	11.3806	11.6651	11.9567	12.2556	12.5620	12.8761	13.1980	13.5280
411	11.8349	12.1307	12.4340	12.7449	13.0675	13.3900	13.7248	14.0679
412	12.3429	12.6515	12.9678	13.2920	13.6243	13.9649	14.3140	14.6719
414	13.4165	13.7519	14.0957	14.4481	14.8093	15.1795	15.5590	15.9480
415	14.0143	14.3648	14.7238	15.0919	15.4692	15.8559	16.2524	16.6587
416	14.6392	15.0051	15.3802	15.7647	16.1588	16.5629	16.9769	17.4013
417	15.3039	15.6865	16.0787	16.4806	16.8926	17.3149	17.7478	18.1915

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SECTION 3. A schedule of standard pay ranges established for positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 20, 2014 – December 18, 2015

Range	A	B	C	D	E	F	G
602	7.9284	8.1267	8.3299	8.5381	8.7515	8.9704	9.1946
606	8.6522	8.8684	9.0902	9.3174	9.5503	9.7891	10.0338
607	8.9813	9.2057	9.4359	9.6718	9.9136	10.1616	10.4156
608	9.3306	9.5637	9.8029	10.0481	10.2992	10.5567	10.8206
609	9.7114	9.9542	10.2031	10.4582	10.7196	10.9876	11.2623
610	10.1101	10.3628	10.6219	10.8874	11.1596	11.4385	11.7246
611	10.5136	10.7764	11.0457	11.3220	11.6051	11.8952	12.1926
612	10.9649	11.2391	11.5199	11.8080	12.1033	12.4057	12.7160
613	11.4226	11.7081	12.0008	12.3008	12.6083	12.9236	13.2467
614	11.9186	12.2166	12.5221	12.8351	13.1560	13.4848	13.8220
615	12.4498	12.7611	13.0800	13.4070	13.7423	14.0858	14.4380
616	13.0048	13.3300	13.6632	14.0048	14.3548	14.7137	15.0816
617	13.5953	13.9352	14.2837	14.6408	15.0068	15.3819	15.7665
618	14.2226	14.5781	14.9426	15.3161	15.6991	16.0915	16.4936
619	14.8876	15.2597	15.6413	16.0323	16.4332	16.8438	17.2650
620	15.5755	15.9648	16.3640	16.7731	17.1924	17.6222	18.0627
621	16.3319	16.7402	17.1586	17.5876	18.0274	18.4779	18.9400
622	17.1215	17.5496	17.9882	18.4381	18.8990	19.3714	19.8557
623	17.9518	18.4005	18.8605	19.3321	19.8153	20.3108	20.8186
624	18.8456	19.3169	19.7998	20.2947	20.8021	21.3221	21.8552
625	19.7843	20.2789	20.7858	21.3055	21.8381	22.3840	22.9437
626	20.7803	21.2998	21.8323	22.3781	22.9376	23.5111	24.0989
627	21.8362	22.3822	22.9416	23.5153	24.1030	24.7056	25.3233
630	25.2980	25.9304	26.5787	27.2432	27.9243	28.6224	29.3380

Range	H	I	J	K	L	M	N	O
602	9.4245	9.6600	9.9016	10.1492	10.4029	10.6629	10.9294	11.2028
606	10.2846	10.5418	10.8053	11.0755	11.3524	11.6361	11.9270	12.2252
607	10.6759	10.9427	11.2164	11.4968	11.7843	12.0788	12.3809	12.6902
608	11.0912	11.3684	11.6526	11.9439	12.2426	12.5485	12.8624	13.1838
609	11.5439	11.8325	12.1283	12.4314	12.7422	13.0609	13.3873	13.7220
610	12.0177	12.3181	12.6260	12.9417	13.2651	13.5969	13.9369	14.2852
611	12.4974	12.8097	13.1300	13.4584	13.7948	14.1396	14.4931	14.8554
612	13.0339	13.3597	13.6938	14.0361	14.3870	14.7466	15.1154	15.4932
613	13.5779	13.9172	14.2651	14.6218	14.9874	15.3620	15.7461	16.1397
614	14.1676	14.5217	14.8848	15.2569	15.6383	16.0293	16.4300	16.8408
615	14.7989	15.1690	15.5481	15.9367	16.3351	16.7435	17.1622	17.5913
616	15.4587	15.8451	16.2412	16.6472	17.0634	17.4901	17.9272	18.3755
617	16.1606	16.5647	16.9787	17.4032	17.8382	18.2842	18.7414	19.2099
618	16.9061	17.3288	17.7620	18.2061	18.6612	19.1277	19.6059	20.0961
619	17.6966	18.1391	18.5925	19.0573	19.5338	20.0221	20.5227	21.0358
620	18.5144	18.9773	19.4517	19.9379	20.4365	20.9473	21.4709	22.0077
621	19.4135	19.8988	20.3963	20.9062	21.4289	21.9645	22.5136	23.0764
622	20.3521	20.8609	21.3824	21.9170	22.4649	23.0266	23.6022	24.1922
623	21.3391	21.8725	22.4193	22.9798	23.5543	24.1431	24.7466	25.3654
624	22.4017	22.9616	23.5357	24.1240	24.7271	25.3454	25.9790	26.6284
625	23.5172	24.1052	24.7077	25.3255	25.9586	26.6076	27.2728	27.9546
626	24.7012	25.3188	25.9518	26.6006	27.2656	27.9472	28.6459	29.3620
627	25.9564	26.6054	27.2705	27.9523	28.6511	29.3674	30.1016	30.8540
630	30.0714	30.8231	31.5937	32.3836	33.1931	34.0230	34.8736	35.7455

SECTION 4. A schedule of standard pay ranges established for ***Airport Safety*** positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 20, 2014 - December 18, 2015

Range	A	B	C	D	E	F	G
691*							
24 Hour Shift	13.0446	13.3706	13.7050	14.0477	14.3989	14.7588	15.1277
40 Hour Week	18.2625	18.7190	19.1869	19.6666	20.1582	20.6622	21.1788
692*							
24 Hour Shift	14.3490	14.7077	15.0755	15.4525	15.8386	16.2346	16.6404
40 Hour Week	20.0887	20.5908	21.1057	21.6333	22.1741	22.7285	23.2967

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	15.5060	15.8936	16.2909	16.6982	17.1156	17.5434	17.9820	18.4315
40 Hour Week	21.7082	22.2509	22.8073	23.3774	23.9618	24.5609	25.1749	25.8042
692*								
24 Hour Shift	17.0565	17.4829	17.9199	18.3680	18.8272	19.2979	19.7802	20.2749
40 Hour Week	23.8791	24.4761	25.0879	25.7152	26.3581	27.0169	27.6924	28.3848

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 19, 2015 - December 23, 2016

Range	A	B	C	D	E	F	G
691*							
24 Hour Shift	13.2077	13.5378	13.8763	14.2233	14.5789	14.9433	15.3168
40 Hour Week	18.4907	18.9530	19.4268	19.9125	20.4102	20.9205	21.4436
692*							
24 Hour Shift	14.5284	14.8916	15.2639	15.6456	16.0366	16.4376	16.8484
40 Hour Week	20.3398	20.8482	21.3695	21.9037	22.4512	23.0126	23.5879

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	15.6998	16.0922	16.4945	16.9069	17.3295	17.7627	18.2068	18.6619
40 Hour Week	21.9796	22.5291	23.0924	23.6696	24.2614	24.8679	25.4895	26.1267
692*								
24 Hour Shift	17.2697	17.7015	18.1439	18.5976	19.0626	19.5391	20.0274	20.5284
40 Hour Week	24.1776	24.7820	25.4015	26.0366	26.6876	27.3546	28.0385	28.7396

Hourly rates in this pay range that are designated “24-Hour Shift” are for ***Airport Safety*** positions assigned to work 24-hour shifts with schedules based on a 27-day work period. The rates designated “40-Hour Week” are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

SECTION 5. A schedule of standard pay ranges established for commissioned and non-commissioned positions in the ***Police Department*** that are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 20, 2014 – December 18, 2015

Range	A	B	C	D	E	F	G
712	18.2079	18.6631	19.1297	19.6080	20.0982	20.6006	21.1156
714	19.5119	19.9997	20.4997	21.0121	21.5375	22.0760	22.6279
722	20.5469						
723	21.5151	22.0529	22.6042	23.1692	23.7485	24.3423	24.9508
724	23.6371	24.2279	24.8336	25.4544	26.0907	26.7431	27.4116
725*	25.9936	26.6434	27.3094	27.9922	28.6920	29.4094	30.1446
727*	---	---	---	---	---	31.3730	32.1573

Range	H	I	J	K	L	M	N	O
712	21.6435	22.1847	22.7392	23.3077	23.8903	24.4876	25.0999	25.7273
714	23.1935	23.7733	24.3677	24.9769	25.6014	26.2413	26.8973	27.5699
722								
723	25.5745	26.2140	26.8692	27.5410	28.2295	28.9353	29.6586	30.4001
724	28.0970	28.7993	29.5193	30.2573	31.0137	31.7891	32.5838	33.3984
725*	30.8981	31.6706	32.4624	33.2739	34.1059	34.9584	35.8325	36.7283
727*	32.9612	33.7854	34.6298	35.4956	36.3829	37.2925	38.2248	39.1805

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 19, 2015 – December 16, 2016

Range	A	B	C	D	E	F	G
712	18.4355	18.8964	19.3688	19.8531	20.3494	20.8581	21.3796
714	19.7558	20.2497	20.7559	21.2748	21.8067	22.3519	22.9107
722	20.8037						
723	21.7840	22.3286	22.8867	23.4588	24.0454	24.6466	25.2627
724	23.9325	24.5307	25.1440	25.7726	26.4169	27.0774	27.7542
725*	26.3185	26.9765	27.6508	28.3421	29.0506	29.7770	30.5214
727*	---	---	---	---	---	31.7652	32.5592

Range	H	I	J	K	L	M	N	O
712	21.9140	22.4620	23.0234	23.5990	24.1890	24.7937	25.4136	26.0489
714	23.4835	24.0705	24.6723	25.2891	25.9214	26.5693	27.2335	27.9145
722								
723	25.8942	26.5417	27.2051	27.8852	28.5824	29.2970	30.0294	30.7801
724	28.4482	29.1593	29.8883	30.6355	31.4014	32.1865	32.9911	33.8158
725*	31.2844	32.0665	32.8682	33.6899	34.5322	35.3954	36.2804	37.1874
727*	33.3732	34.2077	35.0627	35.9393	36.8377	37.7587	38.7026	39.6702

*Hourly rates in this pay range are for law enforcement positions assigned to work a 42.5-hour per week schedule

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SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 17, 2016 – December 15, 2017

Range	A	B	C	D	E	F	G
712	18.7121	19.1798	19.6593	20.1509	20.6547	21.1710	21.7003
714	20.0521	20.5535	21.0673	21.5939	22.1338	22.6872	23.2544
722	21.1157						
723	22.1108	22.6635	23.2300	23.8107	24.4060	25.0163	25.6416
724	24.2915	24.8987	25.5212	26.1592	26.8131	27.4836	28.1706
725*	26.7133	27.3811	28.0655	28.7672	29.4864	30.2237	30.9792
727*	---	---	---	---	---	32.2416	33.0476

Range	H	I	J	K	L	M	N	O
712	22.2427	22.7989	23.3688	23.9530	24.5518	25.1656	25.7948	26.4397
714	23.8357	24.4316	25.0424	25.6684	26.3102	26.9679	27.6420	28.3332
722								
723	26.2826	26.9398	27.6131	28.3035	29.0111	29.7364	30.4798	31.2418
724	28.8749	29.5967	30.3366	31.0950	31.8724	32.6693	33.4860	34.3231
725*	31.7536	32.5475	33.3612	34.1952	35.0502	35.9263	36.8246	37.7452
727*	33.8738	34.7208	35.5886	36.4784	37.3903	38.3251	39.2832	40.2653

*Hourly rates in this pay range are for law enforcement positions assigned to work a 42.5-hour per week schedule

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SECTION 6. A schedule of standard pay ranges established for commissioned positions in the ***Fire Department*** in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 20, 2014 – December 18, 2015

Range	A	B	C	D	E	F	G
821	17.5747	---	---	---	---	---	---
824	22.1682	22.7224	23.2904	23.8727	24.4695	25.0812	25.7082
827* 24 Hr.	17.5564	17.9953	18.4451	18.9062	19.3789	19.8634	20.3600
827* 40 Hr.	24.5789	25.1934	25.8232	26.4688	27.1305	27.8088	28.5040
891* 24 Hr.	14.3269	14.6851	15.0523	15.4286	15.8142	16.2096	16.6149
891* 40 Hr.	20.0577	20.5592	21.0731	21.6000	22.1400	22.6934	23.2607
892* 24 Hr.	15.8343	16.2303	16.6360	17.0519	17.4782	17.9152	18.3630
892* 40 Hr.	22.1682	22.7224	23.2904	23.8727	24.4695	25.0812	25.7082
893* 24 Hr.	17.5564	17.9953	18.4451	18.9062	19.3789	19.8634	20.3600
893* 40 Hr.	24.5789	25.1934	25.8232	26.4688	27.1305	27.8088	28.5040

Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
824	26.3510	27.0097	27.6850	28.3770	29.0865	29.8137	30.5590	31.3229
827* 24 Hr.	20.8690	21.3908	21.9255	22.4736	23.0355	23.6114	24.2016	24.8066
827* 40 Hr.	29.2166	29.9471	30.6957	31.4631	32.2497	33.0559	33.8823	34.7293
891* 24 Hr.	17.0302	17.4560	17.8924	18.3397	18.7981	19.2681	19.7498	20.2436
891* 40 Hr.	23.8422	24.4384	25.0494	25.6756	26.3174	26.9754	27.6498	28.3410
892* 24 Hr.	18.8221	19.2927	19.7750	20.2694	20.7761	21.2955	21.8278	22.3735
892 *40 Hr.	26.3510	27.0097	27.6850	28.3770	29.0865	29.8137	30.5590	31.3229
893* 24 Hr.	20.8690	21.3908	21.9255	22.4736	23.0355	23.6114	24.2016	24.8066
893* 40 Hr.	29.2166	29.9471	30.6957	31.4631	32.2497	33.0559	33.8823	34.7293

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 19, 2015 – December 23, 2016

Range	A	B	C	D	E	F	G
821	17.7944	---	---	---	---	---	---
824	22.4453	23.0064	23.5815	24.1711	24.7753	25.3947	26.0296
827* 24 Hr.	17.7758	18.2202	18.6757	19.1426	19.6212	20.1117	20.6145
827* 40 Hr.	24.8862	25.5083	26.1460	26.7996	27.4696	28.1564	28.8603
891* 24 Hr.	14.5060	14.8686	15.2404	15.6214	16.0119	16.4123	16.8225
891* 40 Hr.	20.3085	20.8162	21.3365	21.8700	22.4167	22.9771	23.5515
892* 24 Hr.	16.0323	16.4331	16.8440	17.2651	17.6967	18.1391	18.5926
892* 40 Hr.	22.4453	23.0064	23.5815	24.1711	24.7753	25.3947	26.0296
893* 24 Hr.	17.7758	18.2202	18.6757	19.1426	19.6212	20.1117	20.6145
893* 40 Hr.	24.8862	25.5083	26.1460	26.7996	27.4696	28.1564	28.8603

Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
824	26.6804	27.3473	28.0310	28.7318	29.4501	30.1864	30.9410	31.7145
827* 24 Hr.	21.1299	21.6581	22.1995	22.7545	23.3234	23.9065	24.5041	25.1167
827* 40 Hr.	29.5818	30.3214	31.0794	31.8564	32.6528	33.4691	34.3058	35.1634
891* 24 Hr.	17.2431	17.6742	18.1160	18.5689	19.0331	19.5090	19.9967	20.4966
891* 40 Hr.	24.1403	24.7438	25.3625	25.9965	26.6464	27.3126	27.9954	28.6952
892* 24 Hr.	19.0574	19.5338	20.0222	20.5227	21.0358	21.5617	22.1007	22.6532
892 *40 Hr.	26.6804	27.3473	28.0310	28.7318	29.4501	30.1864	30.9410	31.7145
893* 24 Hr.	21.1299	21.6581	22.1995	22.7545	23.3234	23.9065	24.5041	25.1167
893* 40 Hr.	29.5818	30.3214	31.0794	31.8564	32.6528	33.4691	34.3058	35.1634

*****Hourly rates in this pay range that are designated “24-Hour Shift” are for fire protection positions assigned to work hour shifts with schedules based on a 27-day work period. The rates designated “40-Hour Week” are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

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SECTION 7. A schedule of standard pay ranges established for professional positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 20, 2014 – December 18, 2015

Range	A	B	C	D	E	F	G
925	18.5747	19.0391	19.5150	20.0029	20.5030	21.0156	21.5409
926	20.7803	21.2998	21.8324	22.3782	22.9377	23.5110	24.0989
927	21.8362	22.3822	22.9416	23.5153	24.1030	24.7056	25.3232
928	22.9280	23.5014	24.0889	24.6912	25.3084	25.9411	26.5894
929	24.0746	24.6764	25.2933	25.9255	26.5737	27.2382	27.9190

Range	H	I	J	K	L	M	N	O
925	22.0795	22.6315	23.1973	23.7772	24.3716	24.9809	25.6054	26.2456
926	24.7020	25.3188	25.9518	26.6006	27.2656	27.9472	28.6459	29.3620
927	25.9564	26.6054	27.2705	27.9523	28.6511	29.3673	30.1014	30.8540
928	27.2544	27.9356	28.6341	29.3499	30.0838	30.8359	31.6067	32.3969
929	28.6171	29.3324	30.0658	30.8174	31.5879	32.3776	33.1869	34.0167

SECTION 8. <u>Other Provisions</u>

a. Unless otherwise indicated in the schedule contained in Sections 1 through 8 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:

(1) Commissioned officers of the Police Department who are required to wear uniforms while on duty will be issued a complete uniform. All uniform items issued under the uniform program shall remain the property of the City of Wichita.

(2) Commissioned Police Department Personnel, as well as Warrant Officers and Crime Scene Investigators shall be allowed up to a maximum of $700.00 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. Uniformed employees may expend up to $350.00 of the allowance for civilian attire each year. This provision applies below the rank of Deputy Police Chief. It does not apply to civilianized positions that are not required to be in uniform.

(3) All members of the Reserve Police Force may, at the discretion of the City Manager, be paid up to but not exceeding the sum of $60.00 per year, in accordance with the clothing maintenance and allowance program promulgated and administered by the City Manager, which program may be revised and amended.

(4) Commissioned officers of the Fire Department who are required to wear uniforms while on duty will be paid up to but not exceeding the additional sum of $650.00. This provision applies to positions below the rank of Deputy Fire Chief.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items that the City Manager may authorize.

(5) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.

(6) Service Officers, Security Screeners and Security Officers in the Police Department shall be allowed up to a maximum of $450.00 in department credit or vouchers for replacement of uniforms in accordance with Departmental Policy. No allowance shall be paid in the year of initial uniform issue or any subsequent year in which all new uniforms are issued.

The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of $125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed $150.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

(7) Commissioned officers of the Police Department who have received a degree from a four-year College or university will receive $110.00 per month for a bachelor's degree or $135.00 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved the Department Director and the City Manager. These employees are not eligible for the Tuition Reimbursement program.

(8) Commissioned members of the Fire Department shall receive education pay of $25.00 per month for associate's degree or $50.00 per month for a bachelor's degree or $75.00 per month for a master's degree in Fire Science from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement program.

(9) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive education pay of $110.00 per month for a bachelor's degree in the fields of Fire Science or Administrative Justice, or as approved by Airport Management. Employees hired before January 1, 2014 will receive $50.00 per month for a bachelor's degree or $75.00 per month for a master's degree from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department, if earned prior to January 1, 2014. These employees are not eligible for the Tuition Reimbursement program.

(10) Police Department personnel who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Special Duty Pay, not to exceed $60.00 per pay period in which at least ten (10) flight hours are logged. Special Duty Pay also applies to Police Department personnel who are certified/trained and assigned to bomb duty, clandestine labs, canine or SWAT duty; they shall be compensated $60.00 per pay period in addition to their regular pay. An employee may receive only one category of Special Duty Pay.

(11) IAFF-represented Fire Department personnel who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional $35.00 per pay period. This provision also applies to Fire Battalion Chiefs who qualify. Credentialed Paramedics will receive $86.10 per pay period. An employee may receive only one category of Special Duty Pay.

(12) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive $35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician (EMT) course.

(13) Police Officers who are assigned to Field Training Officer duty shall be entitled to an additional $1.25 per hour while actually assigned to the training of newly commissioned officers and newly commissioned reserve police officers. This shall occur only during the training cycle or remedial training cycle established for such new officers (or such training cycle as may be approved by the Chief of Police). Police Sergeants who are assigned to a Police Field Training Sergeant duty shall be entitled to an additional $1.15 per hour while actually assigned to supervise the training of newly commissioned officers and newly commissioned reserve police officers. This pay shall only occur during the training cycle or remedial training cycle established for such new officers (or

such Training cycle as may be approved by the Chief of Police).

(14) FOP-represented employees who opt to take and pass an annual fitness test will receive a $100.00 bonus for each year in which they pass the test.

(15) Sports Officials, if City employees, will be paid on a per game basis with pay ranging from $18.00 to $60.00 per game. Individual rates depend on the specific sport and/or certification level of the official.

(16) Shift differential will be paid at a rate of $0.75 per hour for hours actually worked between 6:00 p.m. and 6:00 a.m. for full-time non-exempt employees represented by the Service Employees' International Union or by Employees' Council.

The following work time will be used to differentiate between shifts for employees in the Fire Department represented by the International Association of Fire fighters:

1st Shift: From	4:00 a.m. to 2:59 p.m.
2nd Shift: From	3:00 p.m. to 9:59 p.m.
3rd Shift: From	10:00 p.m. to 3:59 a.m.

The following work time will be used to differentiate between shifts for employees represented by the Fraternal Order of Police:

1st Shift: From:	6:00 a.m.	To: 10:00 a.m.
2nd Shift: From:	10:00 a.m.	To: 5:00 p.m.
3rd Shift: From:	5:00 p.m.	To: 11:00 pm.
4th Shift: From:	11:00 p.m.	To: 6:00 a.m.

Employees represented by the Fraternal Order of Police shall receive $0.75 per hour shift differential for 2nd, 3rd and 4th shift, in addition to regular wages.

Employees of the Fire Department represented by the International Association of Fire Fighters who work a 40 hour week will receive $0.15 per hour differential for 2nd shift and $0.25 per hour for 3rd shift.

(17) An employee who is put on standby status shall be compensated at the rate of $1.00 per hour for every hour on standby status.

(18) Allowance for travel expenses or for the use of personally owned vehicles may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager. Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

(19) In recognition of long and faithful service the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed $2.00 times the total years of service, per month, e.g., $2.00 X 10 years of service = $20.00 per month payment. For employees with over eleven years accumulative City employment, the payment shall be $5.00 times the total years of service per month, e.g., $5.00 X 12 years of service = $60.00 per month in payment. Refer to the Memorandum of Agreement for longevity pay for Teamsters Union Local #795 (Transit) positions.

(20) The City Manager may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four weeks, or in accordance with approved Memoranda of Agreement with recognized employee organizations.

(21) If an employee moves into a new classification because of a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the

employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

b. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.

c. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.

d. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.

e. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.

f. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.

g. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.

h. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.

i. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.

j. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 9. Ordinance No**. 49-633** is hereby repealed.

SECTION 10. This ordinance shall take effect on December 20, 2014 and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this 16th day of December.

_____

Carl Brewer, Mayor

Attest: _____

_____

Karen Sublett, City Clerk

Approved as to form:

_____

Sharon Dickgrafe, Interim Director of Law

Revised
12-8-2014

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Agreement between Kansas Gas and Electric Company d/b/a Westar Energy and City of Wichita for Renewal of Franchise Agreement Addressing the Right to Construct, Operate and Maintain Electric Transmissions

INITIATED BY: Department of Law/City Manager's Office

AGENDA: New Business

Recommendation: Approve the agreement with Westar and approve first reading of the new ordinance.

Background: Kansas Gas and Electric Company d/b/a Westar Energy ("Westar") is an electric company that has requested a renewal of its franchise agreement with the City of Wichita. The city has maintained a franchise agreement, through an enacted ordinance, with Westar for many years. The proposed current franchise agreement maintains similar language to previous agreements. Westar is already an integral part of the community and therefore the renewal of the franchise agreement essentially maintains the status of an already existing relationship between the parties.

Analysis: Key provisions of the Franchise Agreement include the following terms:

- The rate of payment has increased from 5% to 6% of Westar gross receipts***. The additional 1% will be used towards already existing tree maintenance issues, which is mutually beneficial to both parties.***
- Term of the agreement is twenty (20) years with reopeners for increases in rates as well as renegotiating based on changes in circumstances but will always reopen on the fifth, tenth and fifteenth year if the city desires to increase rates.
- Control of the City Right of Way is stronger for the City of Wichita.
- ***Westar must put all transmission lines underground in all new downtown developments that require underground placement. Westar must also place existing transmission lines underground on a mutually agreed upon schedule and plan.***
- Westar must relocate for public (non-private) development projects at its own cost every five (5) years. The city is responsible for costs of relocation if such request occurs prior to five (5) years.
- Westar will follow local rules for aesthetics and planning policies within areas of historic and/or location importance.

Financial Considerations: The agreement will provide the City of Wichita with 6% gross receipts with a reporting and payment process on a monthly basis.

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

Recommendations/Actions: It is recommended that the City Council approve the agreement, approve the ordinance and authorize the Mayor to sign.

Attachments: Franchise Agreement.

KANSAS GAS AND ELECTRIC COMPANY dba WESTAR ENERGY 132005

ORDINANCE NO. 49-913

AN ORDINANCE OF THE CITY OF WICHITA, GRANTING TO KANSAS GAS AND ELECTRIC COMPANY, A KANSAS CORPORATION, DOING BUSINESS AS WESTAR ENERGY, AN ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ELECTRIC TRANSMISSION, DISTRIBUTION AND STREET LIGHTING FACILITIES WITHIN THE CORPORATE LIMITS OF THE CITY OF WICHITA, KANSAS.

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

Section 1. Definitions.

(a) For purposes of this Franchise, the following words and phrases shall have the meanings given herein:

City as the Grantor – shall mean the City of Wichita, Kansas.

Company as the Grantee – shall mean Kansas Gas and Electric Company, doing business as Westar Energy.

Distributed or Distribution – shall mean all sales, distribution, or transportation by the Company or by others through the Facilities of the Company in the Right-of-Way to any consumer for use within the City.

Downtown Area - shall mean the area described as follows: Starting at a point on the east bank of the Arkansas River at Douglas, thence northerly along said bank of the River to Second Street; thence northeasterly to Greenway Boulevard; following said boulevard northerly to Central; following Central northeasterly to its junction with Waco; thence north on Waco to Pine, east on Pine to Market. south on Market to Central, east on Central to Washington, south on Washington to Waterman, west on Waterman to St. Francis, south on St. Francis to Kellogg, West on Kellogg to the east bank of

the River; thence northerly following the east bank of the River to the point of beginning on Douglas.

Electric Utility Service- shall mean and include:

(i) all sales of electricity to all Customers at retail within the corporate limits of the City;

(ii) ancillary or unbundled electric services provided to all Customers at retail within the corporate city limits of the City when sold separately from kWh which shall include, but not be limited to: reactive supply and voltage control; scheduling; system control and dispatch; regulation and frequency response; energy imbalance; operating reserves; supplemental reserves, and spinning reserves; and

(iii) transmission and distribution of electricity when sold separately from energy to any person located within the city limits of the City.

"Electric Utility System" or "System" - shall mean an electric power system installed and operated in the City in compliance with applicable rules and regulations of the Federal Energy Regulatory Commission (FERC) and Kansas Corporation Commission (KCC), and their successors, which shall include, but not be limited to, the generation, transmission and distribution facilities, equipment and administrative services necessary to provide electric service for any use in the City, and such extensions, additions or reductions as may hereafter be made.

Facilities – shall mean all electric distribution lines, substations, works, and plants together with all necessary appurtenances thereto.

Gross receipts – shall mean any and all compensation and other consideration derived by the Company from any Distribution of Electric Utility Service to a consumer for any use within the City, including domestic, commercial and industrial purposes, through charges as provided in tariffs filed and approved, and including without limitation interruptible sales and single sales; and all revenues from any operation or use of any or all of the Facilities in the Right-of-Way by others. Such term shall not include revenues from certain miscellaneous charges and accounts, including but not limited to delayed or late payment charges, connection and disconnection fees, reconnection fees, customer project contributions, returned check charges, and temporary service charges.

Public Improvement – shall mean any existing or contemplated public facility, building, or capital improvement project, financed by the City, including without limitation, streets, alleys, sidewalks, sewer, water, drainage, Right-of-Way improvement, and Public Projects.

Public Project – shall mean any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature.

Public Project for Private Development – shall mean a Public Project, or that portion thereof, arising solely from a request or requirement of a third (3rd) party that primarily benefits a third (3rd) party.

Right-of-Way – shall mean present and developed streets, alleys, rights-of-way dedicated or acquired right-of-way interest in the real property that is developed, and public easements, including easements dedicated to the City in plats of the City for streets and alleys but not including any Utility Easement.

Street Right-of-Way – shall mean the entire width between property lines of land, property, or an interest therein of every way publicly maintained, dedicated right-of-way where any part thereof is open to the use of the public for purposes of vehicular traffic, including street, avenue, boulevard, highway, expressway, alley, or any other public way for vehicular travel by whatever name.

Utility Easement – shall mean an easement owned by or dedicated to the City for the purpose of providing the Company and other utilities access to customers and users of any utility service.

(b) Definitions maintained in the parties' prior agreement, Franchise Ordinance 45-987, shall apply to any terms of dispute that are not specifically defined herein.

Section 2. Grant.

There is hereby granted to Company, the non-exclusive right, privilege, and franchise to construct, maintain, extend, and operate its Facilities in, through, and along the Right-of-Way of the City for the purpose of supplying electric energy to the City and the inhabitants thereof for the full term of this Franchise; subject, however, to the terms and conditions herein set forth. Nothing in this grant shall be construed to franchise or authorize the use of the Company's Facilities or the Right-of-Way by the Company or others, for any purpose not related to the provision of electric energy. The Company may not allow a

subsidiary, affiliate, or a third (3rd) party to acquire rights to occupy the Rights-of-Way under this Franchise; provided, that nothing in this section shall prevent Company from allowing the use of its Facilities by others when such use is compensated to the City under the provisions of a franchise granted by the City to any such third party.

The Company must revise its franchise fee payments due to any expansion or reduction by annexation or contraction within a reasonable time after receipt of notice from the City, but in no event later than thirty (30) calendar days after receipt of such notice.

Section 3. Term.

a. The term of this Franchise shall be twenty (20) years from the effective date of this Ordinance.

b. Upon 60 days advance written notice by the City, the franchise fee percentage rate may be changed on the fifth, tenth or fifteenth anniversary of the effective date of this Ordinance.

c. Upon written request of either the City or the Company, the franchise shall be reopened and renegotiated at any time upon any of the following events:

1. Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

2. Change in the structure or operation of the electrical energy industry or the City which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City;

3. Any new or amended contract entered into by either party that materially affects this franchise agreement;

4. Any other material and unintended change or shift in the economic benefit to the City or a change the Company did not anticipate upon accepting the grant of this Franchise; or

5 Any other mutually agreed upon reason.

d. Amendments under this section, if any, shall be made by ordinance as prescribed by statute. The franchise shall remain in effect according to its terms pending completion of any review or renegotiation pursuant to subsection (c).

Section 4. Compensation to the City.

a. In consideration of and as compensation for the franchise hereby granted to the Company by the City, the Company shall make an accounting on a monthly basis of all Gross Receipts it has earned within City Limits during the preceding month. The Company shall pay the City:

A monthly sum equal to six percent (6%) of the Gross Receipts received for the preceding month; and the above sum shall be adjusted for uncollectible receivables and for receivables which are later collected.

b. Payment of the compensation above shall be effective on the first day of the first month after final passage and approval by the City and

acceptance by the Company. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance 45-987. Such payments shall be made to the City under procedures, which are mutually agreed to by the Company and the City within thirty (30) days of the last day of the month to which such accounting shall apply.

c. Notwithstanding anything to the contrary in this Franchise, the fee provided for in this Section 4 shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the city detailing the annexed area.

d. Company will use commercially reasonable efforts to ensure the accuracy of its records and of the determination of the amount of Gross Receipts subject to the fee provided for in this Section 4. In the event and to the extent the accounting rendered to the City by the Company is found to be incorrect due to Company's failure to use commercially reasonable efforts as provided herein, then payment shall be made on the corrected amount within 30 days of discovery of the mistake, it being agreed that the City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or later found to be incorrect. The Company agrees that all of its books, records, documents, contracts and agreements as may be reasonably necessary for an effective compliance review of this Ordinance shall upon reasonable notice and at all reasonable times be opened to the inspection and examination of the officers of the City and its duly authorized agents, auditor, and employees for the purpose of verifying said

accounting. Notwithstanding the obligation herein, the Company shall have the right to require the reasonable protection of proprietary information of the Company.

e. Both parties have a mutual interest in increasing the quality and quantity of appropriate trees in the City right-of-way, while reducing reoccurring line clearance pruning and educating and improving communications with landowners and Westar customers concerning areas where street ROW and Westar utility easement are in the same location.

The City shall put forth a good faith effort to utilize 1% of the Gross Receipts towards its tree maintenance program through the City of Wichita Parks and Recreation Forestry and Reforestation Department. To accomplish this good faith effort, the City Forestry section will commit to the utilization of the 1% of the Gross Receipts to hiring employees, purchasing, planting, and all maintenance of trees that follow the “Right Tree, Right Place” principals when the tree location is within a utility easement and/or right-or-way. Should funds from the 1% of Gross Receipts exceed the commitment referenced above, trees and other maintenance projects for other ROW or publicly controlled property under the jurisdiction of Park and Recreation will be selected as deemed appropriate by the Forestry section.

Section 5. Payment and Charges.

The payments and compensation herein provided shall not be in lieu of all other licenses, permits, taxes, charges, and fees. Additionally, the usual general property taxes and special ad valorem property assessments, sales and excise taxes, or charges made for privileges which are not connected with the electric

energy business, will be imposed on the Company and are not covered by the payments herein.

Section 6. Use of Right-of-Way.

a. The use of the Right-of-Way under this Franchise by the Company shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to use, placement, location, or management of utilities located in the City's Right-of-way. In addition, the Company shall be subject to all laws, rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to permits, fees, sidewalk and pavement cuts, utility location, construction coordination, screening, and other requirements on the use of the Right-of-Way; provided, however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, policy, resolution, or ordinance proposed, adopted, or promulgated by the City. Further, the Company shall comply with the following:

b. The Company's use of the Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose. The Company shall coordinate the installation of its Facilities in the Right-of-Way in a manner which minimizes adverse impact on Public Improvements, as reasonably determined by the City. Where installation is not otherwise regulated, the

Facilities shall be placed with adequate clearance from such Public Improvements so as not to conflict with such Public Improvement.

c All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Right-of-Way damaged or removed by the Company in its activities under this Franchise shall be fully repaired or replaced promptly by the Company without cost to the City, however, when such activity is a joint project of utilities or franchise holders, the expenses thereof shall be prorated among the participants, and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto.

d. Except in the event of an emergency, as reasonably determined by the Company, the Company shall comply with all laws, rules, regulations, policies, resolutions, or ordinances now or hereinafter adopted or promulgated by the City relating to any construction, reconstruction, repair, or relocation of Facilities which would require any street closure which reduces traffic flow. Except in the event of an emergency, the Company is required to obtain individual permitting approval from the City Engineer prior to engaging in actual construction of its specific Facilities within the Right-of-Way. City shall provide a response to the permit request within 10 days of the date the request is made. Notwithstanding the foregoing exception all work, including emergency work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected.

e. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete

information regarding the location of its Facilities located within the Right-of-Way when requested by the City or its authorized agents for a Public Project. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents, or authorized contractors. The Company shall designate and maintain an agent, familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in the Right-of-Way during and for the design of Public Improvements. At the request of the Company, the City may include design for Facilities in the design of Public Projects. Also at the request of the Company, the City and/or its contractor(s) or agent(s) shall provide accurate and timely field locations of proposed Public Projects in the event the Company is required to install new and/or relocate its Facilities.

f. The Company shall promptly locate, remove, relocate, or adjust any Facilities located in the Right-of-Way if notified by the City for a Public Project. Such location removal, relocation, or adjustment for a particular Public Project shall be performed by the Company without expense to the City, its employees, agents, or authorized contractors, and shall be specifically subject to rules and regulations of the City pertaining to such. If additional location, removal, relocation, or adjustment is the result of the inaccurate or mistaken information of the Company, the Company shall be responsible for costs associated with such without expense to the City. Likewise, if additional location, removal, relocations or adjustment is the result of inaccurate or mistaken information of the City, the City shall reimburse the Company for any additional expense necessarily incurred by the Company directly due to such inaccurate or mistaken information.

The Company shall only be responsible for removal, relocation, or adjustment of Facilities located in the Right-of-Way at the Company's sole cost once each five (5) years for that particular facility. The City shall reimburse the Company for the removal, relocation, or adjustment of the Company's Facilities located in the Right-of-Way if required before the expiration of five (5) years from the date of the last relocation, removal, or adjustment of that particular facility.

g. The Company shall not be responsible for the expenses of relocation to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance. The expenses attributable to such a project shall be the responsibility of the third (3rd) party upon the request and appropriate documentation of the Company. Before such expenses may be billed to the third (3rd) party, the Company shall be required to coordinate with the third (3rd) party and the City on the design and construction to ensure that the work required is necessary and done in a cost effective manner.

h. The City shall continue to provide a location in the Right-of-Way for the Company's Facilities as part of a Public Project, assuming the space is available and practical for use, provided that the Company has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project. If space is not available or practical for use, City shall use good faith efforts to provide a location in an alternate Right-of-Way for the Company's Facilities.

i. Prior to the Company's installation of Facilities in the Right-of-Way and after it provides the City with its proposed plans for the Facilities, the City may in its reasonable discretion designate certain locations or

Facilities in the Right-of-Way to be excluded from use by Company for its Facilities, if in the reasonable judgment of the City Engineer the Facility or location is incompatible with the proposed Facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other Facilities that have been designated or planned for use by the Company due to engineering, technological, proprietary, aesthetics, or legal limitations or restrictions as may be reasonably determined by the City. The City shall provide a written explanation for any denial for a particular location and shall work with the Company to identify suitable alternatives.

At least ten (10) business days before the beginning of any installation, removal or relocation of its Facilities greater in length than 660 feet the Company shall submit detailed plans of the proposed action to the City Engineer. The City Engineer shall, within ten (10) business days of receipt of such plans, either approve the plans or inform the Company of the reasons for disapproval. The Company shall designate a responsible contact person with whom representatives of the City Engineer can communicate on all matters relating to Facilities installation and maintenance.

j It shall be the responsibility of the Company to take adequate measures to protect and defend its Facilities in the Right-of-Way from harm or damage. If the Company fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City. The Company shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind

arising out of the failure of the Company to perform any of its obligations under this Ordinance. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures including calling for utility locations through Kansas One Call and exercising due caution when working near the Company's Facilities.

k. All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities in the Right-of-Way shall be in accordance with applicable present and future federal, state, and City laws and regulations, including but not limited to the most recent standards of the Kansas Corporation Commission and U.S. Department of Transportation. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Franchise may be additional to or stricter than such minimum standards.

l. The City encourages the conservation of the Right-of-Way by the sharing of space by all utilities. Notwithstanding provisions of this Franchise prohibiting third (3rd) party use, to the extent required by federal or state law, the Company will permit any other franchised entity by an appropriate grant, or a contract, or agreement negotiated by the parties, to use any and all Facilities constructed or erected by the Company.

m. Permission is hereby granted to the Company to trim trees upon and overhanging the right-of-way and utility easements. The Company shall perform line clearance work in accordance with regulations established under OSHA 29 CFR 1910.269. All pruning operations shall be performed by personnel qualified to perform the work and in accordance with the latest versions of ANSI

Z133.1 (Safety Requirements for Pruning, Repairing, Maintaining and Removing Trees, and Cutting Brush) and ANSI A300 (Part 1) (Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance). For routine trimming operations, customers shall be contacted at least one (1) week in advance by either personal contact or by informational door hanger.

n. The design, location, and nature of all Facilities to be placed in the Right-of-Way shall be subject to the reasonable review and approval of the City Engineer. Anything placed onto the Facilities is subject to reasonable review and approval of the City Engineer. This is a means to properly manage and control all Right-of-Way usage in the City, and to protect the public aesthetics, health, safety, and welfare. The review and approval is to ensure efficient coordination relating to Right-of-Way use relating to public and private utilities and to evaluate the configuration and size of Facilities that may be located in the Right-of-Way.

o. All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities in the Right-of- Way shall be in accordance with applicable present and future federal, state, and City law and regulation, including but not limited to the most recent standards of the Kansas Corporation Commission and the Kansas Department of Transportation, or such substantive equivalents as may hereafter be adopted or promulgated. The standards established in this paragraph are minimum standards and the requirements established or referenced in this franchise may be in addition to or stricter than such minimum standards.

p. If the Company, in its sole discretion, determines that it has spare ducts in its underground conduits, or spare pins, crossarms, or space on any of its poles not then necessary for the provision of Electric Utility Service, and not needed for future anticipated load growth or Emergencies, the Company may permit the City to use one such duct in each conduit, or reasonable spaces on poles, or both, for the City's police and fire alarm wires. traffic control wires or cable, fiber-optic lines connecting City facilities, or other similar, appropriate non-commercial uses, provided that such use by the City is in compliance with the National Electric Safety Code and at the expense of the City. If the Company constructs or extends additional conduits or erects additional poles, the City, at the City's sole expense, may require the Company to provide one such duct in each conduit, or reasonable space on poles, or both, for the City's own use as aforesaid.

q. The City reserves the right to lay, and permit to be laid, storm sewer, gas, water, wastewater and other pipe lines, cables, and conduits, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under the Right-of-Way occupied by the Company. The City also reserves the right to change, in any manner, any curb, sidewalk, highway, alley, public way or street. In permitting such work to be done, the City shall meet all applicable codes. The City shall not be liable to the Company for any damage so occasioned, but nothing herein shall relieve any other Person from responsibility for damages to the Facilities of the Company due to negligence.

r. All new electric distribution facilities installed in the Downtown Area shall be installed underground. Additionally, all replacement or upgrading of electric distribution facilities in the Downtown Area shall be installed underground. The City may request any portions of Company's electric distribution facilities in the Downtown Area that are not presently underground to be placed underground at no cost to the City. The City shall provide reasonable written notice to the Company of the City's request that such electric distribution facilities be placed underground. Upon mutual agreement between the City and the Company regarding the request, the Company shall undertake the removal and replacement of such electric distribution facilities to underground locations on a schedule and under terms mutually agreed to by the City and Company.

s. For Facilities installed in any new subdivision within the City, Westar shall follow any applicable City Ordinance regarding installation of above-ground or underground Facilities.

Section 7. Indemnity and Hold Harmless.

a. The Company shall indemnify and hold and save the City, its officers, employees, agents, and authorized contractors, harmless from and against all claims, damages, expense, liability, and costs including reasonable attorney fees, to the extent occasioned in any manner by the Company's occupancy of the Right-of-Way. In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the Right-of-Way by Facilities of the Company, then upon notice by the City to the Company, the Company shall assume responsibility for the defense of such actions at the cost of the Company, subject to the option of the City to appear and defend.

b. The Company shall maintain throughout the term of this franchise insurance insuring the City and the Company with regard to all damages set forth in paragraph (a) of this section, in the minimum amounts of:

(i) $1,000,000 for bodily injury or death to a person, $3,000,000 for property damage resulting from any one accident;

(ii) $50,000 for property damage resulting from any one accident;

(iii) $1,000,000 for all other types of liability.

Should Company elect to self-insure for this purpose, the Company shall possess a certificate of authority from the Kansas Insurance Commissioner.

Section 8. Right of Assignment.

This Franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made.

Section 9. Option to Acquire.

The City shall have the option at any time after the taking effect of this franchise, to acquire title to the wiring, poles, conduits, lamps, and other appurtenances (exclusive of the power house and generating equipment) which may be at said time used or useful exclusively in any street lighting of the City. Such property and facilities shall be sold to the City by Company, its successors or assigns, at a price determined by the formula identified in K.S.A. 66-1,176(c). Nothing herein shall be construed to in any manner preclude or prevent the City from acquiring title by any means authorized by law to any part, portion or all of the electric property of the Company, its successors or assigns or preclude or

prevent Company from selling its street lighting system to a third party or give City a right of first refusal or option of any kind in connection with such a transaction. In the event Company sells its said street lighting system to a third party, the provisions of this Section shall be null and void and of no further effect.

Section 10. Termination and Forfeiture of Franchise.

The City reserves the right to terminate the franchise and all rights and privileges of the Company hereunder, in the event of a material failure on the part of the Company, its successors or assigns, to comply with any of the provisions of this ordinance, or if the Company, its successors or assigns, should do or cause to be done any material act or thing prohibited by or in violation of the terms of this ordinance. In such event, the Company, its successors and assigns, shall forfeit all rights and privileges granted by this ordinance and all rights hereunder shall cease, terminate and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings:

(a) Before the City terminates the franchise, it shall first serve a written notice upon the Company, and upon the trustee or trustees in any deed of trust securing bonds of the Company of record in Sedgwick County, Kansas, or the office of the Secretary of State of Kansas, by mailing notice to the Company and to such trustee or trustees to the address designated in such trust deed.

(b) The Company shall have sixty (60) calendar days thereafter in which to comply with the conditions of this franchise.

(c) If, at the end of such sixty day period, the City determines that the conditions of such franchise have not been complied with by the Company and that such franchise is subject to termination by reason thereof the City, in order to terminate such franchise, shall enact an ordinance setting out the grounds upon which the franchise is to be terminated.

(d) If within thirty (30) calendar days after the effective date of said ordinance the Company shall not have instituted an action, either in the District Court of Sedgwick County, Kansas, or some other court of competent jurisdiction to determine whether or not the Company has violated the terms of this franchise and that the franchise is subject to termination by reason thereof, such franchise shall be terminated at the end of such thirty day period.

(e) If within such thirty day period the Company does institute an action, as above provided, to determine whether or not Company has violated the terms of this franchise and that the franchise is subject to termination by reason thereof and prosecutes such action to final judgment with due diligence, then, in that event, in case the court finds that the franchise is subject to termination by reason of the violation of its terms, this franchise shall terminate thirty (30) calendar days after such final judgment is rendered.

In the event of a final adjudication of bankruptcy of the Company under Title 11 of the United States Code, the City shall have full power and authority to terminate, revoke, and cancel any and all rights granted under this franchise.

Section 11. Acceptance of Terms by Company.

Within thirty (30) days after the final passage and approval of this Ordinance, the Company shall file with the City Clerk of the City its acceptance in writing of the provisions, terms and conditions of this Ordinance. This Ordinance shall constitute a non-exclusive contract between the City and the Company.

Section 12. Conditions of Franchise.

This non-exclusive franchise, grant, and privilege is granted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

Section 13. Reservation of Rights.

The City specifically reserves its right and authority as a Customer of the Company and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning the Company's rates and services to ensure the rendering of efficient Electric Utility Service at reasonable rates, and the maintenance of the Company's property in good repair and the Company reserves its right to resist such participation.

In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the

State of Kansas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

Section 14. Notices.

Except in Emergencies, all notices by either the City or the Company to the other shall be made by either depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. Emergency notices shall be provided by telephone, with written notice immediately following by facsimile. All notices shall be addressed to the City as follows:

City Clerk
455 N. Main Street
Wichita, Kansas 67202-1635

Notice to Company shall be addressed to the Company as follows:

Vice President, Customer Relations
818 S. Kansas Ave.
Topeka, KS 66612

Notice shall be given as required by the terms of this ordinance and for all Emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by City or Company.

Section 15. Non-Waiver Provision.

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

Section 16. Invalidity of Ordinance.

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining provisions of this Ordinance.

Section 17. Governing Law; Venue.

a. Nothing in this franchise shall be considered as a surrender by the City of its right and power to use and relocate the use of its Right-of-Way.

b. The obligations and undertakings of both parties hereto shall be performed at Wichita, Sedgwick County. Kansas. In the event that any legal proceeding is brought to enforce the terms of this franchise, the same shall be brought in State or Federal courts, as appropriate, having jurisdiction for Sedgwick County, Kansas.

Section 18. Effective Date of Ordinance.

This Ordinance shall take effect and be in force on the first day of the first month after its passage and approval by the City, acceptance by the Company, and publication in the official city newspaper.

Section 19. Repeal of Conflicting Ordinances.

Ordinance No. 45-987, which heretofore granted a non-exclusive franchise to the Company, and which became a contract between the City and the Company in accordance with its terms, and all other ordinances and resolutions or parts thereof inconsistent or in conflict with the terms hereof, are hereby canceled, annulled, repealed, and set aside.

PASSED and APPROVED by the Governing Body on the 16th day of December, 2014.

_____
Mayor Carl Brewer

ATTEST:

_____
Karen Sublett, City Clerk

_____
Sharon Dickgrafe Interim Director of Law

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: St. Francis and Commerce between Waterman and Kellogg (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the design concept and revised budget.

Background: On September 14, 2010, the City Council approved an agreement with Baughman Company for development of a design concept for improvements to St. Francis and Commerce between Waterman and Kellogg. On March 21, 2012, the City's Design Council recommended approval of the proposed design concept. On April 2, 2012, the District I Advisory Board sponsored a neighborhood hearing on the project. The Board voted unanimously to recommend approval of the project. The project was put on hold in 2012 as the City Council prioritized other projects in the downtown area, including the parking garage at 215 South Market.

Analysis: The concept designs provided by Baughman included various options for reconstructing St. Francis and Commerce from Kellogg to Waterman. As the design concepts were being developed, interconnections for both vehicles and pedestrians between St. Francis and Commerce were identified and conversion of St. Francis from Waterman to Lincoln to a two way street was recommended. Additionally, art and aesthetic elements were considered and various parking layouts for the rail yard between the existing Burlington Northern Santa Fe (BNSF) railroad tracks and the buildings on the east side of Commerce were studied as well.

The concept designs initially indicated the rail yard parking area would need to be a private initiative, however, discussions between area business owners and City staff held in recent months revealed constructing an alley and public parking would provide a mutual benefit for both. A developer and adjacent property owner recently acquired the land and platting it would provide the necessary right-of-way. Baughman developed a conceptual design for the parking area. The proposed project will construct the parking area and convert St. Francis, from Waterman to Lincoln, to a two-way street by adding striping and signage. Construction is planned to begin in spring 2015 and be completed in late 2015.

Financial Considerations: The 2011-2020 Adopted Capital Improvement Program (CIP) includes funding for the two arterial street projects of Commerce, Kellogg to Waterman and St. Francis, Kellogg to Waterman. The Commerce project was originally allotted $2,110,000 in General Obligation (GO) bond funding. The St. Francis project was originally allotted $1,280,000 in GO bond funding and $830,000 in Tax Increment Financing (TIF), for a total of $2,110,000. The combined total GO bond funding for both projects is $3,390,000.

On September 14, 2010, the City Council approved $130,000 in GO bonding for the St. Francis and Commerce projects, leaving $3,260,000 in GO funding available in the CIP for both projects. On February 25, 2014, the City Council approved the transfer of $2,835,000 in GO bond funding from the Commerce and St. Francis projects to fund repairs to the parking garage at 215 South Market. This transfer left $425,000 in GO bond funding in the CIP for the Commerce and St. Francis projects.

Favorable bids were received for the garage repairs, resulting in an estimated $2,565,000 in project savings. Staff requests $1.5 million of the garage project savings be utilized to design and construct the improvements to St. Francis and the parking area east of Commerce. Staff also requests a waiver of City Council Policy No. 2 regarding the use of project savings to allow this transfer of funds. With the previously initiated project budget of $130,000 for design services, the addition of the $1.5 million from the garage project and the remaining $425,000 available in the CIP will bring the total GO project budget to $2,055,000 and will allow for payment of design fees, construction and staff oversight costs.

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

Recommendation/Actions: It is recommended that the City Council approve the design concept and revised budget, waive City Council Policy No. 2 regarding the use of project savings, adopt the resolution, and authorize the necessary signatures.

Attachments: Map, budget sheets, and resolution.

707029

RESOLUTION NO. 14-354

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:

Design, acquisition of right-of-way, utility relocation, administration, and construction of improvements to St. Francis and Commerce, between Waterman and Kellogg (472-84935).

(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; and

WHEREAS, the Project has been previously authorized pursuant to Ordinance No. 48-836, this Resolution is intended to supplement that Ordinance and to authorize the Project pursuant to the Act.

BE IS 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 **$2,055,000** in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; and plans and specification to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or 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 reimbursed expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. 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 December 9, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

Project Request

◉CIP ○Non-CIP CIP YEAR: 2013-2014 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-84935

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: Dec 9, 2014 REQUEST DATE:

PROJECT # : 210494 PROJECT TITLE: St Francis and Commerce

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: St Francis and Commerce

OCA # : 707029 OCA TITLE: St Francis and Commerce

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

PROJECT MANAGER: Paul Gunzelman PHONE #: 268-4393

○NEW BUDGET ◉REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$130,000.00	$1,925,000.00	$2,055,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$130,000.00	$1,925,000.00	$2,055,000.00

Expense Object Level 3			
2999 Contractuals	$130,000.00	$1,925,000.00	$2,055,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$130,000.00	$1,925,000.00	$2,055,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

◉CIP ○Non-CIP CIP YEAR: 2010 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: N/A

FUND: 435 Public Improvements

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: Dec 9, 2014 REQUEST DATE:

PROJECT # : 435478 PROJECT TITLE: South Market St Garage Repair and Renovation

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: South Market St Garage Repair and Renovation

OCA # : 795001 OCA TITLE: South Market St Garage Repair and Renovation

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

PROJECT MANAGER: Jeff Myers PHONE #: 268-4406

○NEW BUDGET ◉REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$9,685,000.00	($1,500,000.00)	$8,185,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$9,685,000.00	($1,500,000.00)	$8,185,000.00

Expense Object Level 3			
2999 Contractuals	$9,685,000.00	($1,500,000.00)	$8,185,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$9,685,000.00	($1,500,000.00)	$8,185,000.00

NOTES:

Project savings transferred to 707029

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Agenda Item No. IV-10

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Request for Honorary Over-Naming of a Section of West Pine Street. (District VI)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the waiver of City Council Policy 13 allowing an honorary over-naming of a commercial street section, approve the over-naming request, and authorize the street blade installation.

Background: On July 7, 2014, Wichita resident Anthony "Tony" Bove passed away at the age of 93. Mr. Bove was a resident of Wichita for 55 years and was involved in a number of charitable efforts, both as an employee and volunteer. On August 18, 2014, Tony Bove's nephew Joe Bove contacted the City Manager's Office to explore the option of renaming a street or facility after his uncle due the contributions he made to the City during his lifetime. Staff recommended submission of an over-naming request for the street section of West Pine Street between North Water and North Main to be called "Tony Bove Ave."

Analysis: Tony Bove held administrative positions in the Wichita YMCA in the 1950s and 1960s, served as the Director of Public Relations for the United Way in the 1980s, and was an active volunteer for the Midway-Kansas Chapter of the Red Cross. His Red Cross contributions included development and training of disaster relief positions. Mr. Bove was honored as the Red Cross Volunteer of the Year in 2007. Mr. Bove was also instrumental in the development of a car service for members of the First Presbyterian Church, where he was also a member. Personal and professional references all speak highly of Mr. Bove and his contributions. In addition to his professional and volunteer pursuits, Mr. Bove also served as a World War II pilot, flying 62 missions in the European Theater.

All of the organizations that Mr. Bove had a role with indicated that they fully supported Joe Bove's over-naming request. The suggested street section borders the downtown Red Cross building and a Sedgwick County parking garage. Sedgwick County staff has no objection to the over-naming request. City Council Policy 13 currently allows for the over-naming of residential streets, thus a waiver to allow action on a commercial street section is required. Over-naming is an honorary designation and no postal, map or other addressing designations will be involved. Pursuant to City policy, an over-naming would be in effect for 20 years, after which time the request must be resubmitted for Council approval.

Financial Considerations: There is no financial impact for the City of Wichita. Based on the City Council policy, any costs of producing the street name blades is borne by the requester.

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

Recommendations/Actions: It is recommended that the City Council approve the waiver and over-naming request to authorize the installation of two "Tony Bove Avenue" street blades at either end of the designated section of West Pine Street.

Attachments: Over-naming request submitted by Joe Bove.

PROPOSAL FOR OVER-NAMING STREET

HONORING ANTHONY "TONY" BOVE

I am sending this proposal of over-naming of a street for approval by the Mayor's Office. This proposal and over-naming is in honor of Anthony "Tony" Bove, a resident of Wichita for 55 years, who passed away this past July 7, 2014. I have gone through the proper steps for this over-naming, and have received a detailed report (attached) from the City Manager's office, on my uncle's work and history of service to the City of Wichita, the city he loved dearly.

Tony Bove was involved with many organizations in the City of Wichita. They included the YMCA, The Red Cross, The United Way, Wichita Civitan , and the First Presbyterian Church of Wichita. His altruism did not stop with just these outstanding organizations, but with many more organizations, voluntarily giving of himself for the City of Wichita. Even though he was a senior citizen himself, Tony Bove enjoyed helping with the city's Senior Services. He also contributed his time to the Disabled Veteran's, and was involved with the Special Olympics. He was part of the Mason's organization. He has been recognized by the Salvation Army with a lifetime achievement award.

The Street I am proposing for the over-naming is the area of **W. Pine St.** between **N. Water and N. Main Streets**. This borders the south end of one of the central Red Cross Branches. The over-naming I am proposing is **Tony Bove Avenue.**

The organizations with whom Tony worked most closely, The Red Cross, The YMCA, and First Presbyterian Church of Wichita, have all said they would support the over-naming of a street in honor of Tony Bove.

I do understand the financial obligation of purchasing the street sign to the correct specifications, and that all maintenance goes along with this obligation. I also understand that the vendor for this street sign is to be a vendor who is approved by the City of Wichita.

Please consider this proposal in honor of Tony Bove. He loved Wichita very much. He lived a life of service, first to his country, and then to the city he chose as his home. I believe it would be appropriate for the city to recognize Tony's service and dedication which he so generously gave. His children and I would consider this a great honor. If there is any additional information needed please do not hesitate to contact me.

I also would like to thank the City's Manager's office for taking me seriously when I asked for their help to find some way to honor a man I believe to be deserving of recognition. They did a thorough job investigating my Uncle's achievements. Their efforts are very much appreciated by me and the rest of the Bove family.

Joseph Bove

9220 Lichtenauer Drive

Apt 564

Lenexa KS 66219

913-638-3340

Jerseyjoe26@gmail.com

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: North Industrial Corridor (NIC) Redevelopment District – Tax Increment Financing Extension Ordinance (Districts I and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the ordinance to amend Ordinance No. 43-009 for a non-substantial change that will extend the duration of the North Industrial Corridor (NIC) Redevelopment District Tax Increment Financing (TIF) district 10 years from November 14, 2015 to November 14, 2025 (NIC TIF Extension Ordinance).

Background: NIC is a remediation project for a very large and complex groundwater pollution site with more than 4,000 acres of commercial, industrial and residential properties within its boundaries. The groundwater pollution is a result of historical use of industrial chemicals by a number of different parties. The City is bound by a settlement agreement with the Kansas Department of Health & Environment (KDHE) to manage the site-wide groundwater remediation. The official Corrective Action Decision (CAD) issued by KDHE lays out the remediation requirements. The remediation system required in the CAD consists of a series of groundwater extraction wells, groundwater treatment systems, and monitoring natural breakdown of contamination. Per the City's Settlement Agreement with the KDHE, the remedial systems will need to operate and the groundwater monitored until KDHE determines that the remediation goals have been achieved. The Feasibility Study projected that portions of the remediation and treatment system may need to operate for a period of up to 70 years.

TIF districts are established for 20 year terms, and there may be one 10-year extension with the approval of the taxing districts (City of Wichita, Sedgwick County, and USD 259). The NIC TIF expires on November 15, 2015 absent an approved extension. This extension will expire on November 14, 2025. Remediation costs associated with cleanup of contamination at the NIC site are projected to extend well beyond the initial 20 year period necessitating the 10 year TIF extension.

Analysis: Under Superfund status, property values in the area dropped approximately 40%. With the KDHE Agreement, property values were restored to pre-Superfund values. Values have since increased from $53,000,000 to $93,000,000. The cumulative property tax revenue protected through 2025 is estimated to be $68,000,000 to $186,000,000.

In order to extend the NIC TIF, the City of Wichita has obtained approval from the other two taxing authorities. On October 13, 2014 the USD 259 School Board unanimously voted to approve and on November 19, 2014, the Sedgwick County Board of County Commission unanimously voted to approve the NIC TIF extension.

Financial Considerations: The NIC fund includes the NIC Tax Increment Financing allocations and settlements. Initial costs for the remedial action ranged from $43 million for the preferred remedial action to $84 million if contingency cleanup measures are required by KDHE. Settlements with individual

responsible parties and TIF fund interest are the other sources dedicated to paying ongoing remediation costs. General Obligation debt would likely become necessary if TIF funds are insufficient to pay for long-term remediation costs.

Legal Considerations: The Law Department has reviewed and approved the NIC TIF Extension Ordinance as to form.

Recommendation/Action: It is recommended that the City Council approve the NIC TIF Extension Ordinance and authorize the necessary signatures.

Attachments:

- NIC TIF Extension Ordinance

(First Published in the Wichita Eagle on December 19, 2014)

OCA #148656.

ORDINANCE NO. 49-910

AN ORDINANCE AMENDING ORDINANCE No. 43-009 OF THE CITY OF WICHITA, KANSAS RELATING TO A NON-SUBSTANTIAL CHANGE TO THE COMPREHENSIVE PLAN FOR THE NORTH INDUSTRIAL CORRIDOR REDEVELOPMENT DISTRICT

WHEREAS, the City of Wichita and the Kansas Department of Health and Environment entered into a Settlement Agreement for the Remedial Investigation and Feasibility Study, and Remedial Design and Remedial Action, dated November 14, 1995 ("Settlement Agreement"), as the consent decree for the area known as the North Industrial Corridor Site location in Wichita, Kansas; and

WHEREAS, the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City") has heretofore, pursuant to K.S.A. 12-1770 *et seq*. (the "Act") and Resolution R-96-072 (adopted March 5, 1996), designated the North Industrial Corridor Redevelopment District Area to be a blighted area and proposed a district plan for the redevelopment of such district, and pursuant to Ordinance No. 43-009 (adopted March 19, 1996) approved the creation and set boundaries of such district; and

WHEREAS, Resolution R-96-283 (adopted July 9, 1996) set for August 13, 1996 the public hearing for consideration of the redevelopment project plan for the North Industrial Corridor Redevelopment District, and Section 6 of such Resolution contained language stating that it was determined and notice thereby given that the City may, as part of the redevelopment project plan, issue full faith and credit tax increment bonds to finance the costs of such plan, in whole or on part; and,

WHEREAS, the Governing Body conducted such public hearing on August 13, 1996, and following such hearing adopted Ordinance No. 43-195 on August 20, 1996 approving the redevelopment comprehensive plan for the project area within the North Industrial Corridor Redevelopment District; and,

WHEREAS, the redevelopment project for the North Industrial Corridor Redevelopment District must be completed within 20 years of the date of the Settlement Agreement unless such date is extended under the provisions of K.S.A. 12-1771a(g), as amended; and,

WHEREAS, the remediation required for the North Industrial Corridor Redevelopment Project is expected to go beyond the time and costs projected at the time of the adoption of the project plan; and,

WHEREAS, the Governing Body is being requested to extend the North Industrial Corridor Redevelopment District pursuant to K.S.A. 12-1771a, as amended; and,

WHEREAS, City of Wichita desires to extend the North Industrial Corridor Redevelopment Project for a maximum of 10 years beyond the original 20 years as authorized by K.S.A. 12-1771a(g), as amended; and,

WHEREAS, the North Industrial Corridor Redevelopment Project is funded in part with the proceeds of a tax decrement diverted from ad valorem taxes levied by each year by the taxing entities - City of Wichita; Sedgwick County; USD 259 pursuant to K.S.A. 12-1771a, as amended; and,

WHEREAS, K.S.A. 12-1771a(g), as amended, requires written approval by the governing body of the City of Wichita, Sedgwick County, and USD 259 in order for the extension of the North Industrial Corridor Redevelopment District to be valid; and,

WHEREAS, per K.S.A. 12-1771a(g), as amended, the governing bodies of Sedgwick County, and USD 259 have approved the extension of the North Industrial Corridor Redevelopment District; and,

WHEREAS, the completion of the comprehensive plan for the North Industrial Corridor Redevelopment District will enhance our community, preserve property values, and make possible the continued economic development and other initiatives within the boundaries of the District;

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

Section 1. The comprehensive plan for the redevelopment project located in the North Industrial Corridor Redevelopment District as approved by Ordinance 43-009, adopted March 19, 1996, is hereby extended 10 years beyond the original completion date, pursuant to K.S.A. 12-1771a(g), as amended.

Section 2. This ordinance shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this date _____ 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon Dickgrafe, Interim Director of Law

Agenda Item No. IV-12

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and Members of the City Council

SUBJECT: Water and Sewer Utility Revenue Bonds, Series 2014B

INITIATED BY: Finance Department

AGENDA: New Business

Recommendation: Approve the bid.

Background: The City is offering for sale one series of Water and Sewer Utility Revenue Bonds (Series 2014B) in an amount not to exceed $13,340,000 for the purpose of providing permanent financing for capital improvement projects of the Water and Sewer Utilities.

Analysis: The estimated principal amount for the bonds is based on an amount necessary to primarily reimburse expenditures, pay for costs of issuance and provide funding for required bond reserves. The debt is structured in such a way that it allows for inter-generational equity by spreading a portion of the costs out to a total of 20 years, the typical term for utility debt.

Bids will be accepted electronically through ***PARITY*** Electronic Bid Submission System on December 9, 2014 until 10:00 a.m. CT in the Finance Conference Room, at which time the bids will be publicly opened. No bids will be accepted after the 10:00 a.m. deadline. The bids will be verified, tabulated and presented to the City Council at its earliest convenience following the tabulation of the bids. By law, the City must award the sale of the bonds to the bidder whose proposed interest rates result in the lowest true interest cost.

Financial Considerations: The Series 2014B Bonds will mature serially over 20 years and will be paid from revenues of the Water and Sewer Utilities. The Series 2014B Bonds will be callable on and after October 1, 2024 at par.

Legal Considerations: The authorizing Ordinances and Resolutions have been prepared by Bond Counsel and approved as to form by the Law Department, subject to tabulation and approval of bids and the insertion of final terms and sizing approved by the City Manager, his designee or the Director of Finance.

Recommendations/Actions: It is recommended that the City Council: (1) award the sale of the bonds subject to approval of the final sizing terms of the bonds by the City Manager, his designee or the Director of Finance; (2) pass the Bond Ordinance on a Declaration of Emergency basis; and (3) adopt the Bond Ordinance and Resolution and authorize the publication of the Bond Ordinance.

Attachments: Bond Ordinance
Bond Resolution
Request for Declaration of Emergency

Gilmore & Bell, P.C.
10/30/2014

ORDINANCE NO. 49-901

OF

THE CITY OF WICHITA, KANSAS

PASSED

DECEMBER 9, 2014

WATER AND SEWER UTILITY REVENUE BONDS
SERIES 2014B

JLN\600809.131\BASICDOCS (10-30-14)

ORDINANCE NO. 49-901

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2014B, OF THE CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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

WHEREAS, the City Council (the "Governing Body") of the City has heretofore by Ordinance No. 39-888, adopted 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 provisions of the Act, to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the Utility, provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues derived by the City from the operation of the Utility; and

WHEREAS, the Governing Body has heretofore by various resolutions, duly adopted, found and determined it to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend or enlarge the Utility (the "Projects"), and found and determined it to be necessary and advisable to issue revenue bonds pursuant to the provisions of the Act in order to pay the costs thereof; and

WHEREAS, the Governing Body caused to be published in the City's official newspaper, notices of the City's intention to construct the Projects and issue such revenue bonds determined necessary by the aforesaid resolutions; and within the 15-day period after the publication of each such notice as required by the Act, no written protest was filed in the Office of the City Clerk against the Projects and the issuance of such revenue bonds, and the City is, therefore, now authorized to construct the Projects and to issue said revenue bonds; and

WHEREAS, other than the Outstanding Parity Bonds, the City does not have outstanding any bonds payable from the Net Revenues of the Utility; and

WHEREAS, the Governing Body hereby finds and determines that each and all of the conditions precedent to the issuance of additional Revenue bonds on a parity with and co-equal in priority and lien to the existing revenue bond indebtedness of the Utility have, or can and will be satisfied prior to or upon the issuance of such additional revenue bonds; and

WHEREAS, the Governing Body hereby finds it necessary and desirable to provide for the issuance and delivery of the Series 2014B Bonds payable from Net Revenues of the Utility and to authorize and provide for the execution and delivery of certain agreements and supporting documents.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-620 *et seq*. and K.S.A. 10-1201 *et seq*., as amended by Charter Ordinance No. 211, all as amended and supplemented from time to time.

"Additional Bonds" means any bonds secured by the Revenues hereafter issued pursuant to the Bond Resolution.

"Additional Indebtedness" means, collectively, Additional Bonds and Additional Obligations.

"Additional Obligations" means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

"Bond Reserve Account" means the Water and Sewer Utility Bond Service Reserve Account.

"Bond Resolution" means collectively the Outstanding Parity Bond Resolutions, the Series 2014B Bond Resolution and any supplemental resolution authorizing any Additional Indebtedness.

"Bond Reserve Account" means the Water and Sewer Utility Bond Service Reserve Account.

"Bonds" means, collectively, Outstanding Parity Bonds, the Series 2014B Bonds and any Additional Bonds.

"City" means the City of Wichita, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

"Current Expenses" means, as applied to either component of the Utility, the Issuer's reasonable and necessary current expenses of operation, repair and maintenance, and shall include, without limiting the generality of the foregoing, (a) all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, (b) all administrative expenses, (c) any reasonable payments to pension or retirement funds properly chargeable to each component of the Utility, (d) insurance premiums, (e) engineering expenses relating to operation, repair and maintenance, (f) legal expenses, (g) any lawful fiscal agency commissions and expenses in connection with the payment of the principal of and the interest and any redemption premium on Outstanding Bonds, (h) any taxes which may be lawfully imposed on either component of the Utility or the income therefrom and reserves for such taxes, (i) the expenses of collecting rates, fees and charges for the use of and for the services furnished or to be furnished by the Utility, (j) if required by law, the payment of the principal of and the interest on outstanding bonds and other obligations heretofore issued by the Issuer or by improvement districts heretofore annexed by the City to pay the cost of any portion of the Utility to the extent that the special assessments and taxes pledged for the payment of such principal and interest shall be insufficient for such purposes and to the extent that such payment shall not be made from the Improvement Account, and (k) any other expenses required to be paid by the Issuer under the provisions of this Resolution or by law. "Current Expenses" shall ***not*** include any reserves for extraordinary

maintenance or repair, or any allowance for depreciation, the Payment to the City, or any deposits or transfers to the credit of the Principal and Interest Account, the Bond Reserve Account, the Depreciation and Replacement Account or the Improvement Account.

"Depreciation and Replacement Account" means the Water and Sewer Utility Depreciation and Replacement Account.

"Fiscal Year means the twelve month period ending on December 31.

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

"Gross Revenues" means all income and revenues derived and collected by the Issuer from the operation of the Utility, including investment and rental income, net proceeds from business interruption insurance and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Utility Indebtedness, but excluding non-cash contributions capital contributions, any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

"Improvement Account" means the Water and Sewer Utility Improvement Account.

"Issuer" means the City and any successors or assigns.

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

"Net Revenues" means, for the period of determination, the amount of the excess of Gross Revenues deposited to the credit of the Revenue Fund, over the Current Expenses of the respective components of the Utility paid from the Revenue Fund during such period; such amount specifically excluding Debt Service Requirements paid, depreciation, amortization and capital expenditures for improvements to the Utility.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"Outstanding Parity Bonds" means the Outstanding Series 2000 Bonds, Series 2005B Bonds, Series 2006 Bonds, Series 2008A Bonds, Series 2009 Bonds, Series 2010 Bonds, Series 2011A Bonds, Series 2012A Bonds and Series 2014A Bonds.

"Outstanding Parity Bond Resolution" means the ordinances and resolutions authorizing the issuance of the Outstanding Parity Bonds.

"Parity Bonds" means the Outstanding Parity Bonds, the Series 2014B Bonds, and any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Series 2014B Bonds with respect to the Net Revenues.

"Parity Indebtedness" means, collectively, the Parity Bonds and Parity Obligations.

"Parity Obligations" means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

"Payment to the City" shall mean the payment to the City's general fund as a payment for operation of the Utility. The amount of the annual Payment to the City shall be governed by the terms of such ordinances of the City which are then in effect with respect to the then outstanding Utility Indebtedness.

"Project" shall mean, collectively, the repairs, alterations, extensions, reconstructions, enlargements or improvements to the Utility referred to in the Preamble hereto and any Substitute Project.

"Series 2000 Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2000, dated June 1, 2000.

"Series 2005B Bonds" means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2005B, dated August 17, 2005.

"Series 2006 Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2006, dated December 1, 2006.

"Series 2008A Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2008A, dated April 1, 2008.

"Series 2009 Bonds" means, collectively, the Series 2009A Bonds and the Series 2009B Bonds.

"Series 2009A Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2009A, dated June 30, 2009.

"Series 2009B Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2009B (Taxable Under Federal Law), dated June 30, 2009.

"Series 2010 Bonds" means, collectively, the Series 2010A Bonds and the Series 2010B Bonds.

"Series 2010A Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2010A, dated October 15, 2010.

"Series 2010B Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2010B (Taxable Under Federal Law), dated October 15, 2010.

"Series 2011A Bonds" means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2011A, dated November 17, 2011.

"Series 2012A Bonds" mean the Issuer's Water and Sewer Utility Revenue Bonds, Series 2012A, dated May 1, 2012.

"Series 2014A Bonds" means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2014A, dated August 1, 2014.

"Series 2014B Bond Reserve Subaccount" shall mean the Water and Sewer Utility Revenue Bonds, Series 2014B, Bond Reserve Subaccount created within the Bond Reserve Account.

"Series 2014B Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2014B, dated December 1, 2014, authorized by this Ordinance.

"State" means the State of Kansas.

"**Substitute Project**" means a substitute or additional project of the Utility authorized in the manner set forth in the Bond Resolution.

"Utility" shall mean the combined City of Wichita, Kansas Water Utility and Sewer Utility, and any improvements, extensions and enlargements thereto hereafter constructed or acquired.

"Utility Indebtedness" means collectively the Bonds and any Additional Obligations which are secured by an interest in, the Gross Revenues.

Section 2. Authorization of the Series 2014B Bonds. There shall be issued and hereby are authorized and directed to be issued the Water and Sewer Utility Revenue Bonds, Series 2014B, of the City in the principal amount of $13,340,000*, for the purpose of providing a portion of the funds to: (a) pay all or a portion of the costs of the Project; (b) make a deposit to the Series 2014B Bond Reserve Subaccount; and (c) pay costs of issuance of the Series 2014B Bonds.

Section 3. Security for the Series 2014B Bonds. The Series 2014B Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2014B Bonds. The Series 2014B Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2014B Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2014B Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2014B Bonds, all of which Series 2014B Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2014B Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Series 2014B Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Indebtedness. The Series 2014B Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Indebtedness; and the Parity Indebtedness shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2014B Bonds.

Section 4. Terms, Details and Conditions of the Series 2014B Bonds. The Series 2014B Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Utility, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Gross Revenues sufficient to (a) pay Current Expenses; (b) pay the principal of and interest on the Utility Indebtedness as and when the same become due; and (c) provide reasonable

and adequate reserves for the payment of the Parity Bonds and the interest thereon and for the protection and benefit of the Utility as provided in this Ordinance and the Bond Resolution. The Bond Resolution may establish requirements in excess of the requirements set forth herein.

Section 6. Further Authority. The Mayor, City Manager, Director of Finance, City Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Series 2014B Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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PASSED by the City Council of the City of Wichita, Kansas, on December 9, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director of
Law and City Attorney

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JLN\600809.131\BASICDOCS (10-30-14)

Gilmore & Bell, P.C.
10/30/2014

RESOLUTION NO. 14-370

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

DECEMBER 9, 2014

$13,340,000*
WATER AND SEWER UTILITY REVENUE BONDS
SERIES 2014B

JLN\600809.131\BASICDOCS (10-30-14)

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms 1

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2014B Bonds. 19
Section 202. Description of the Series 2014B Bonds. 19
Section 203. Designation of Paying Agent and Bond Registrar. 19
Section 204. Method and Place of Payment of the Bonds. 20
Section 205. Registration, Transfer and Exchange of Bonds. 20
Section 206. Execution, Registration, Authentication and Delivery of Bonds. 21
Section 207. Mutilated, Lost, Stolen or Destroyed Bonds. 22
Section 208. Cancellation and Destruction of Bonds Upon Payment 22
Section 209. Book-Entry Bonds; Securities Depository. 23
Section 210. Nonpresentment of Bonds 24
Section 211. Calculation of Debt Service Requirements. 24
Section 212. Preliminary and Final Official Statement. 26
Section 213. Sale of the Series 2014B Bonds. 26

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. 27
Section 302. Selection of Bonds to be Redeemed. 28
Section 303. Notice and Effect of Call for Redemption. 29

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. 31

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Creation of Funds and Accounts. 31
Section 502. Deposit of Series 2014B Bond Proceeds. 32
Section 503. Application of Moneys in the Rebate Fund. 32
Section 504. Application of Moneys in the Costs of Issuance Account. 33

Section 505. Application of Moneys in the Project Fund. 33
Section 506. Substitute Project; Reallocation of Proceeds. 33

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. 33
Section 602. Application of Moneys in Funds and Accounts. 34
Section 603. Transfer of Funds to Paying Agent. 36
Section 604. Payments Due on Saturdays, Sundays and Holidays. 36

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposits and Investment of Moneys. 36

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Efficient and Economical Operation. 37
Section 802. Rate Covenant. 37
Section 803. Restrictions on Mortgage or Sale of Utility. 37
Section 804. Insurance. 38
Section 805. Books, Records and Accounts. 39
Section 806. Annual Budget. 39
Section 807. Annual Audit. 40
Section 808. Right of Inspection. 40
Section 809. Performance of Duties and Covenants. 41
Section 810. Report on Utility Condition. 41

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Prior Lien Bonds. 41
Section 902. Parity Indebtedness. 41
Section 903. Subordinate Lien Indebtedness. 43
Section 904. Refunding Indebtedness. 43

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Remedies. 43
Section 1002. Limitation on Rights of Owners. 46
Section 1003. Remedies Cumulative. 46
Section 1004. No Obligation to Levy Taxes. 47
Section 1005. Control of Remedies Upon an Event of Default and Event of Insolvency. 47

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. 47

ARTICLE XII

TAX COVENANTS

Section 1201. General Covenants. 48
Section 1202. Survival of Covenants. 48

ARTICLE XIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 1301. Disclosure Requirements. 48
Section 1302. Failure to Comply with Continuing Disclosure Requirements. 48

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Amendments. 49
Section 1402. Notices, Consents and Other Instruments by Owners. 50
Section 1403. Notices. 50
Section 1404. Inconsistent Provisions. 51
Section 1405. Electronic Transactions. 51
Section 1406. Further Authority. 51
Section 1407. Severability. 51
Section 1408. Governing Law. 51
Section 1409. Effective Date. 51

EXHIBIT A – FORM OF SERIES 2014B BONDS A-1

RESOLUTION NO. 14-370

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2014B, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 49-[___] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Series 2014B Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Series 2014B Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein and in the Outstanding Parity Bond Resolutions, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-620 *et seq*. and K.S.A. 10-1201 *et seq*., as amended by Charter Ordinance No. 211, all as amended and supplemented from time to time.

"Additional Bonds" means any bonds secured by the Gross Revenues hereafter issued pursuant to the Bond Resolution; provided that any General Obligation Indebtedness shall not constitute Additional Bonds.

"Additional Obligations" means any leases or other obligations of the Issuer payable from the Gross Revenues, other than the Bonds.

"Annual Budget" means with respect to the Utility, the City's budget of estimated receipts and expenditures on account of all Funds and Accounts created under the provisions of the Bond Resolution, including a budget of Current Expenses, for any Fiscal Year and adopted pursuant to the provisions of ***Section 806*** of the Bond Resolution.

"Assured Guaranty" means Assured Guaranty Corp., a Maryland corporation, or any successor thereto.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Authorized Investments" shall mean, as long as the Pre-2008 Bonds are Outstanding, any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the Issuer pursuant to the Bond Resolution:

(a) obligations of any of the following Federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export - Import Bank
- Farmers Home Administration
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration;

(b) bonds, notes or other evidences of indebtedness rated *"AA "* by Standard & Poor's, and *"Aa2"* by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(c) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities in direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation;

(d) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State or of any agency, instrumentality or local governmental unit of the State which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (1) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's, or any successors thereto; or (2) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(e) investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard &Poor’s

(f) Repurchase agreements secured by direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation; and

(g) Receipts evidencing ownership interests in securities or portions thereof in direct obligations of the United States Government or any agency thereof or obligations of the Federal National Mortgage Association, Federal Home Loan Banks or Federal Home Loan Mortgage Corporation.

and thereafter shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative:

(a) investments authorized by K.S.A. 12-1675 and amendments thereto;

(b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto;

(c) direct obligations of the United States Government or any agency thereof;

(d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto;

(e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c);

(f) obligations of the federal national mortgage association, federal home loan banks or the federal home loan mortgage corporation;

(g) repurchase agreements for securities described in (c) or (f);

(h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's;

(i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f);

(j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f);

(k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same;

(l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and

interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f); or

(m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer, all as may be further restricted or modified by amendments to applicable State law.

"Balloon Indebtedness" means Long-Term Indebtedness, 25% or more of the original principal amount of which becomes due (either by maturity or mandatory redemption) during any consecutive twelve-month period, if such principal amount becoming due is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period.

"Beneficial Owner" of Bonds includes any Owner of Bonds and any other Person who, directly or indirectly has the investment power with respect to any such Bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Bond Insurance Policy" means the municipal bond insurance policy or financial guaranty insurance policy issued by the Bond Insurer concurrently with the delivery of any Utility Indebtedness guaranteeing the scheduled payment when due of the principal of and interest on such Utility Indebtedness.

"Bond Insurer" means: (a) FGIC with respect to the Series 2000 Bonds and the Series 2005B Bonds; (b) FSA with respect to the Series 2006 Bonds; (c) Assured Guaranty with respect to the Series 2008A Bonds; and (d) with respect to Additional Indebtedness, the entity set forth in the supplemental resolution authorizing the Additional Indebtedness.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means: (a) with respect to the Series 2014B Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Bond Registrar in the supplemental resolution authorizing such Additional Bonds.

"Bond Reserve Account" means the Water and Sewer Utility Bond Service Reserve Account.

"Bond Reserve Requirement" means, collectively, the bond reserve requirement for each series of Outstanding Parity Bonds, the Series 2014B Bond Reserve Requirement and any bond reserve requirement for any subsequent series of Parity Bonds.

"Bond Resolution" means collectively the Outstanding Parity Bond Resolutions, the Series 2014B Bond Resolution and any supplemental resolution authorizing any Additional Indebtedness.

"Bonds" means, collectively, Outstanding Parity Bonds, the Series 2014B Bonds and any Additional Bonds.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"City" means the City of Wichita, Kansas.

"City Manager" means the duly appointed and acting City Manager of the Issuer or, in the Manager's absence, the duly appointed Deputy, Assistant or Acting City Manager of the Issuer.

"Clerk" means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

"**Consultant**" means the Consulting Engineer, the Independent Accountant or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by the Bond Resolution.

"Consulting Engineer" means an independent engineer or engineering firm or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public utilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by the Bond Resolution.

"Costs of Issuance" means all costs of issuing any series of Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving financial ratings on any series of Bonds, and any premiums or expenses incurred in obtaining any credit enhancement.

"Costs of Issuance Account" means Costs of Issuance Account for Water and Sewer Utility Revenue Bonds, Series 2014B.

"Current Expenses" means, as applied to either component of the Utility, the Issuer's reasonable and necessary current expenses of operation, repair and maintenance, and shall include, without limiting the generality of the foregoing, (a) all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, (b) all administrative expenses, (c) any reasonable payments to pension or retirement funds properly chargeable to each component of the Utility, (d) insurance premiums, (e) engineering expenses relating to operation, repair and maintenance, (f) legal expenses, (g) any lawful fiscal agency commissions and expenses in connection with the payment of the principal of and the interest and any redemption premium on Outstanding Bonds, (h) any taxes which may be lawfully imposed on either component of the Utility or the income therefrom and reserves for such taxes, (i) the expenses of collecting rates, fees and charges for the use of and for the services furnished or to be furnished by the Utility, (j) if required by law, the payment of the principal of and the interest on outstanding bonds and other obligations heretofore issued by the Issuer or by improvement districts heretofore annexed by the City to pay the cost of any portion of the Utility to the extent that the special assessments and taxes pledged for the payment of such principal and interest shall be insufficient for such purposes and to the extent that such payment shall not be made from the

Improvement Account, and (k) any other expenses required to be paid by the Issuer under the provisions of this Resolution or by law. "Current Expenses" shall ***not*** include any reserves for extraordinary maintenance or repair, or any allowance for depreciation, the Payment to the City, or any deposits or transfers to the credit of the Principal and Interest Account, the Bond Reserve Account, the Depreciation and Replacement Account or the Improvement Account.

"Dated Date" means, with respect to the Series 2014B Bonds, December 1, 2014.

"Debt Service Coverage Ratio" means, for any Fiscal Year: (a) with respect to the rate covenants, the ratio determined by dividing (i) a numerator equal to the Net Revenues Available for Debt Service for such Fiscal Year by (ii) a denominator equal to the Debt Service Requirements for such Fiscal Year; and (b) with respect to Additional Indebtedness, the ratio determined by dividing (i) a numerator equal to the average Net Revenues Available for Debt Service for the two (2) prior Fiscal Years by (ii) a denominator equal to the Maximum Annual Debt Service; provided that with respect to Additional Indebtedness that are proposed to be Parity Indebtedness, Debt Service Requirements on Subordinate Lien Obligations and General Obligation Indebtedness shall be disregarded.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means, so long as the Pre-2008 Bonds are Outstanding, any of the following obligations:

(a) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized by with obligations described in the following (b); or

(b) Direct obligations (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America;

and thereafter shall mean:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Depreciation and Replacement Account" means the Water and Sewer Utility Depreciation and Replacement Account.

"Depreciation and Replacement Account Requirement" means an amount equal fifteen percent (15%) of the Operating Revenues of the Utility for the preceding Fiscal Year

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Director of Finance" means the duly appointed and acting Director of Finance of the Issuer or, in the Director's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

"Disclosure Undertaking" means the Issuer's Omnibus Continuing Disclosure Undertaking for Utility Indebtedness relating to certain obligations contained in the SEC Rule.

"Discount Indebtedness" means Long-Term Indebtedness that is originally sold at a price (excluding accrued interest, but without deduction of any underwriters' discount) of less than 75% of the maturity amount including the amount of principal and interest to accrete at maturity of such Long-Term Indebtedness.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Utility Indebtedness shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise; or

(b) Payment of any installment of interest on any Utility Indebtedness shall not be made when the same shall become due; or

(c) The Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) Any substantial part of the Utility shall be destroyed or damaged to the extent of impairing its efficient operation or adversely affecting its Gross Revenues and the Issuer shall not within a reasonable time commence the repair, replacement or reconstruction thereof and proceed thereafter to complete with reasonable dispatch the repair, replacement or reconstruction thereof; or

(e) Final judgment for the payment of money shall be rendered against the Issuer as a result of the ownership, control or operation of the Utility and any such judgment shall not be discharged within one hundred twenty (120) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to stay the execution of or levy under such judgment, order, decree or process or the enforcement thereof; or

(f) An order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or receivers of the Utility or any part thereof or of the Gross Revenues thereof, or if such order or decree, having been entered without the consent or acquiescence of the Issuer, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof; or

(g) Any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the Net Revenues Available for Debt Service; or

(h) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in Utility Indebtedness or in the Bond Resolution (other than the covenants relating to continuing disclosure) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of Utility Indebtedness then Outstanding; or

In determining whether an Event of Default shall have occurred with respect to the due and prompt payment of the Debt Service Requirements on any Insured Bonds no effect shall be given to payments made under any Bond Insurance Policy.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"FGIC" means Financial Guaranty Insurance Company, or any successor thereto.

"Financeable Costs" means the amount of expenditure for a Project which has been duly authorized by action of the Governing Body to be financed by Utility Indebtedness, less: (a) the amount of any Utility Indebtedness of the Issuer which is currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"FSA" means Financial Security Assurance Inc., a New York stock insurance company, or any successor thereto.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in the Bond Resolution.

"General Obligation Indebtedness" means any of the Issuer's general obligation bonds issued for improvements to the Utility.

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

"Gross Revenues" means all income and revenues derived and collected by the Issuer from the operation of the Utility, including investment and rental income, net proceeds from business interruption insurance and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Utility Indebtedness, but excluding non-cash contributions capital contributions, any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

"Improvement Account" means the Water and Sewer Utility Improvement Account.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by the Bond Resolution.

"Index Rate" means the rate of interest set forth in *The Bond Buyer* Revenue Bond Index (or, in the event that *The Bond Buyer* does not compile such index or ceases publication, another comparable publication recognized in the municipal bond market) published for the week immediately preceding the date of determination.

"Insured Bonds" means any Utility Indebtedness of which the scheduled payment of principal and interest is guaranteed by a Bond Insurance Policy.

"Interest Payment Date(s)" means: (a) with respect to the Series 2014B Bonds, the Stated Maturity of an installment of interest on the Series 2014B Bonds which shall be April 1 and October 1 of each year, commencing April 1, 2015; (b) with respect to the Outstanding Parity Bonds, the Stated Maturity of an installment of interest on such Outstanding Parity Bond Resolutions, and (c) with respect to Additional Indebtedness, the Stated Maturity of an installment of interest on such Additional Indebtedness, as set forth in the supplemental resolution authorizing such Additional Indebtedness.

"Interim Indebtedness" means Utility Indebtedness having a term not less than one year, and not in excess of five years, incurred or assumed in anticipation of being refinanced or refunded with Long-Term Indebtedness.

"Issue Date" means the date when the Issuer delivers any series of Utility Indebtedness to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Long-Term Indebtedness" means Utility Indebtedness having an original stated maturity or term greater than five years, or renewable or extendible at the option of the debtor for a period greater than one year from the date of original issuance or incurrence thereof.

"Maturity" when used with respect to any Utility Indebtedness means the date on which the principal of such Utility Indebtedness becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Maximum Annual Debt Service" means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year; provided that the Debt Service Requirements in the final Stated Maturity of any series of Utility Indebtedness shall be reduced by the value of cash and Permitted Investments on deposit in the Bond Reserve Subaccount for such series, so long as the Bond Reserve Subaccount for such Utility Indebtedness is maintained at the Bond Reserve Requirement.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Net Proceeds" shall mean any insurance proceeds or condemnation awards, paid with respect to the Utility, remaining after the payment therefrom of all expenses incurred in the collection thereof.

"Net Revenues" means, for the period of determination, the amount of the excess of Gross Revenues deposited to the credit of the Revenue Fund, over the Current Expenses of the respective components of the Utility paid from the Revenue Fund during such period; such amount specifically excluding Debt Service Requirements paid, depreciation, amortization and capital expenditures for improvements to the Utility.

"Net Revenues Available for Debt Service" means the Net Revenues.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

Series 2014B Bonds:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201

Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

Series 2014B Bonds:

[Purchaser Series 2014B]
[Address]
[City, State] [ZIP]
Fax:

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York 10007

Standard & Poor's Ratings Services, a division of
McGraw Hill Financial Inc.
55 Water Street, 38th Floor
New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Series 2014B Bonds.

"Operating Revenues" shall mean the Gross Revenues, less investment income and less Current Expenses.

"Ordinance" means Ordinance No. 49-[___] of the Issuer authorizing the issuance of the Series 2014B Bonds, as amended from time to time.

"Outstanding" means, when used with reference to any Utility Indebtedness, as of a particular date of determination, all Utility Indebtedness theretofore, authenticated and delivered, except the following Utility Indebtedness:

(a) Utility Indebtedness theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to the Bond Resolution;

(b) Utility Indebtedness deemed to be paid in accordance with the provisions of the Bond Resolution;

(c) Utility Indebtedness in exchange for or in lieu of which other Utility Indebtedness has been authenticated and delivered under the Bond Resolution; and

(d) Utility Indebtedness, the principal or interest of which has been paid by the Bond Insurer.

"Outstanding Parity Bond Resolution" means the ordinances and resolutions authorizing the issuance of the Outstanding Parity Bonds.

"Outstanding Parity Bonds" means the Outstanding Series 2000 Bonds, Series 2005B Bonds, Series 2006 Bonds, Series 2008A Bonds, Series 2009 Bonds, Series 2010 Bonds, Series 2011A Bonds, Series 2012A Bonds and Series 2014A Bonds.

"Owner" when used with respect to any Utility Indebtedness means the Person in whose name such Utility Indebtedness is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of the Bond Resolution, and the Owner of the Utility Indebtedness, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Utility Indebtedness.

"Parity Bonds" means the Outstanding Parity Bonds, the Series 2014B Bonds, and any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Series 2014B Bonds with respect to the Net Revenues.

"Parity Indebtedness" means, collectively, the Parity Bonds and Parity Obligations.

"Parity Obligations" means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

"Parity Resolution" means, collectively, the Outstanding Parity Bond Resolution, the Series 2014B Bond Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means: (a) with respect to the Outstanding Parity Bonds and the Series 2014B Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Indebtedness, the entity designated as Paying Agent in the supplemental resolution authorizing such Additional Indebtedness.

"Payment to the City" shall mean the payment to the City's general fund as a payment for operation of the Utility. The amount of the annual Payment to the City shall be governed by the terms of such ordinances of the City which are then in effect with respect to the then outstanding Utility Indebtedness.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Pre-2008 Bonds" means, collectively, the Series 2000 Bonds, the Series 2005B Bonds and the Series 2006 Bonds.

"Pre-2009 Bonds" means, collectively, the Pre-2008 Bonds and the Series 2008A Bonds.

"Pre-2010 Bonds" means, collectively, the Pre-2009 Bonds and the Series 2009 Bonds.

"Pre-2014 Bonds" means, collectively, the Pre-2009 Bonds, the Series 2009 Bonds, the Series 2010 Bonds, the Series 2011A Bonds and the Series 2012A Bonds.

"Principal and Interest Account" shall mean the Water and Sewer Utility Principal and Interest Account.

"Project Costs" shall mean, as applied to the Projects, any and all costs and expenses incurred in connection with the acquisition or construction of the Projects, and shall include, without intending thereby to limit or restrict any proper definition of such words under the provisions of the Act, the following:

(a) Obligations incurred for labor and to contractors, builders and materialmen in connection with the construction of the Projects, for machinery and equipment, and for the restoration of property damaged or destroyed in connection with such construction;

(b) Taxes or other municipal or governmental charges lawfully levied or assessed during construction upon the Projects or any property acquired therefor, and premiums on insurance (if any) in connection with the Projects during the construction thereof;

(c) Fees and expenses of engineers, including the Consulting Engineers, for studies, surveys and estimates, engineering, and the preparation of plans and supervision of construction, as well as for the performance of all other duties of engineers in relation to the acquisition and construction of the Projects or the issuance of financing therefor;

(d) Expenses of administration properly chargeable to the Projects, legal expenses and fees, financing charges, costs of audits and of preparing and issuing the Bonds, and all other items of expense not elsewhere in this definition specified but incident to the acquisition and construction of the Projects and the placing of the same in operation and to the acquisition of real estate, franchises and rights-of-way therefor, including abstracts of title and title insurance, and the financing thereof, including specifically the Costs of Issuance;

(e) The costs of acquiring by purchase, if such purchase shall be deemed expedient, and the amount of award or final judgment in or any settlement or compromise of any proceedings to acquire by condemnation, such property, lands, property rights, rights-of-way, franchises, easements and other interests in land as may be deemed necessary or convenient for the acquisition or construction of the Projects, or the operation thereof, options and partial payments thereon, and the amount of any damages incident to or consequent upon the acquisition or construction of the Projects; and

(f) Any obligation or expense heretofore or hereafter incurred by the City and any amounts heretofore or hereafter advanced by the City or by any agency of the State or the Federal Government for

any of the foregoing purposes, specifically including the payment and retirement of any temporary financing which may have previously been issued for any individual Project.

"Project" shall mean, collectively, the repairs, alterations, extensions, reconstructions, enlargements or improvements to the Utility referred to in the Ordinance and any Substitute Project.

"Project Funds," with respect to the Series 2014 Bonds, shall mean, collectively, the Series 2014B Sewer Projects Fund and the Series 2014B Water Projects Fund.

"Purchase Price" means, with respect to the Series 2014B Bonds, 100% of the principal amount of the Series 2014B Bonds plus accrued interest to the date of delivery, plus a premium of $[_____].

"Purchaser" means, with respect to the Series 2014B Bonds, [Purchaser Series 2014B], [City, State], the original purchaser of the Series 2014B Bonds, and any successor and assigns.

"Put Indebtedness" means Long-Term Indebtedness which is (a) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, at the option of the holder thereof, prior to its stated maturity date, or (b) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, other than at the option of the holder, prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund, or other than by reason of acceleration upon the occurrence of an Event of Default under this Bond Resolution.

"Rating Agency" means any company, agency or entity that provides financial ratings for any Utility Indebtedness.

"Rebate Fund" means the Rebate Fund for Water and Sewer Revenue Bonds, Series 2014B.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" when used with respect to any Utility Indebtedness to be redeemed means the date fixed for the redemption of such Utility Indebtedness pursuant to the terms of the Bond Resolution.

"Redemption Price" when used with respect to any Utility Indebtedness to be redeemed means the price at which such Utility Indebtedness is to be redeemed pursuant to the terms of the Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunding Indebtedness" means Utility Indebtedness issued for the purpose of refunding any Outstanding Utility Indebtedness.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 212*** hereof.

"Revenue Fund" means the Water and Sewer Utility Revenue Fund.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 2000 Bond Resolution" means the Issuer's Ordinance No. 44-663, which authorized the Series 2000 Bonds.

"Series 2000 Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2000, dated June 1, 2000.

"Series 2005B Bond Resolution" means collectively the Issuer's Ordinance No. 46-634 and Resolution No. 05-406, which authorized the Series 2005B Bonds.

"Series 2005B Bonds" means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2005B, dated August 17, 2005.

"Series 2006 Bond Resolution" means collectively the Issuer's Ordinance No. 47-300 and Resolution No. 06-609, which authorized the Series 2006 Bonds.

"Series 2006 Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2006, dated December 1, 2006.

"Series 2008A Bond Resolution" means collectively the Issuer's Ordinance No. 47-866 and Resolution No. 08-170, which authorized the Series 2008A Bonds.

"Series 2008A Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2008A, dated April 1, 2008.

"Series 2009 Bonds" means, collectively, the Series 2009A Bonds and the Series 2009B Bonds.

"Series 2009 Bond Resolution" means collectively the Issuer's Ordinance No. 48-351 and Resolution No. 09-174, which authorized the Series 2009 Bonds.

"Series 2009A Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2009A, dated June 30, 2009.

"Series 2009B Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2009B (Taxable Under Federal Law), dated June 30, 2009.

"Series 2010 Bond Resolution" means collectively the Issuer's Ordinance No. 48-834 and Resolution No. 10-257, which authorized the Series 2010 Bonds.

"Series 2010 Bonds" means, collectively, the Series 2010A Bonds and the Series 2010B Bonds.

"Series 2010A Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2010A, dated October 15, 2010.

"Series 2010B Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2010B (Taxable Under Federal Law), dated October 15, 2010.

"Series 2011A Bond Resolution" means collectively the Issuer's Ordinance No. 49-148 and Resolution No. 11-260, which authorized the Series 2011A Bonds.

"Series 2011A Bonds" means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2011A, dated November 17, 2011.

"Series 2012A Bond Resolution" means collectively the Issuer's Ordinance No. 49-266 and Resolution No. 12-090 which authorized the Series 2012A Bonds.

"Series 2012A Bonds" mean the Issuer's Water and Sewer Utility Revenue Bonds, Series 2012A, dated May 1, 2012.

"Series 2014A Bond Resolution" means collectively the Issuer's Ordinance No. 49-786 and Resolution No. 14-188 which authorized the Series 2014A Bonds.

"Series 2014A Bonds" means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2014, dated August 1, 2014.

"Series 2014B Bond Reserve Requirement" shall mean a sum equal to greater of the amount of interest which shall become due and payable on the Series 2014B Bonds during the next Fiscal Year (determined in each year) or the maximum amount of interest which shall become due and payable on the Series 2014B Bonds in any subsequent year, except that, in no event shall the amount of the 2014B Bond Reserve Requirement ever exceed the amount which is the lesser of ten percent (10%) of the original principal amount of the Series 2014B Bonds (determined as of the date of issuance of the Series 2014B Bonds), the maximum annual principal and interest requirements on the Series 2014B Bonds (determined as of the date of issuance of the Series 2014B Bonds), or one hundred twenty-five percent (125%) of the average annual debt service on the Series 2014B Bonds (determined as of the date of issuance of the Series 2014B Bonds).

"Series 2014B Bond Reserve Subaccount" shall mean the Water and Sewer Utility Revenue Bonds, Series 2014B, Bond Reserve Subaccount created within the Bond Reserve Account.

"Series 2014B Bond Resolution" means collectively the Issuer's Ordinance and Resolution, which authorized the Series 2014B Bonds.

"Series 2014B Bonds" means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2014, dated December 1, 2014, authorized and issued by the Issuer pursuant to the Ordinance and the Bond Resolution.

"Series 2014B Costs of Issuance Account" shall mean the Water and Sewer Utility Revenue Bonds, Series 2014B, Costs of Issuance Account created by this Resolution.

"Series 2014B Principal and Interest Subaccount" shall mean the Water and Sewer Utility Revenue Bonds, Series 2014B, Principal and Interest Subaccount created by this Resolution within the Principal and Interest Account.

"Series 2014B Sewer Projects" means the Sewer Utility projects financed, in whole or in part, by the Series 2014B Bonds, as described in the Series 2014B Bond Resolution.

"Series 2014B Sewer Utility Projects Fund" means the Sewer Utility Projects Fund for the Series 2014B Bonds.

[**"Series 2014B-[_____] Term Bonds"** means the Series 2014B Bonds scheduled to mature in the year [____].

“Series 2014B-[_____] Term Bonds” means the Series 2014B Bonds scheduled to mature in the year [____].]

“Series 2014B Water Projects” means the Water Utility projects financed, in whole or in part, by the Series 2014B Bonds, as described in the Series 2014B Bond Resolution.

“Series 2014B Water Utility Projects Fund” means the Water Utility Projects Fund for the Series 2014B Bonds.

“Sewer Utility” shall mean and include the sanitary sewer system now owned and operated by the City, and consisting of sewage disposal works, sewers, drains, pumping plants, force mains, service connections, canals, ponds, machinery, equipment and other property appurtenant thereto and any improvements, extensions and enlargements to the Sewer Utility hereafter constructed or acquired.

“Short-Term Indebtedness” means Utility Indebtedness having an original maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

“Special Record Date” means the date fixed by the Paying Agent pursuant to ***Section 207*** hereof for the payment of Defaulted Interest.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc., [City, State], a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Standard & Poor's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Utility Indebtedness or any installment of interest thereon means the date specified in such Utility Indebtedness and the Bond Resolution as the fixed date on which the principal of such Utility Indebtedness or such installment of interest is due and payable.

“Subordinate Indebtedness” means, collectively the Subordinate Lien Bonds and Subordinate Lien Obligations

“Subordinate Lien Bonds” means any Additional Bonds payable from the Revenues, and issued on a subordinate lien basis to any Parity Bonds.

“Subordinate Lien Obligations” means any Additional Obligations payable from, and secured by a lien on, the Revenues, which lien is junior to that of any Parity Obligations.

“**Substitute Project**” means a substitute or additional project of the Utility authorized in the manner set forth in this Resolution.

"Term Bonds" means any Bonds designated as Term Bonds in this Bond Resolution or in any supplemental resolution authorizing the issuance of Additional Bonds.

"Treasurer" means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

"Utility" shall mean the combined City of Wichita, Kansas Water Utility and Sewer Utility, and any improvements, extensions and enlargements thereto hereafter constructed or acquired.

"Utility Indebtedness" means collectively the Bonds and any Additional Obligations which are secured by an interest in, the Gross Revenues.

"Value" means, for purposes of the Bond Resolution, the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

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

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

(c) as to certificates of deposit and bankers acceptances -- the face amount thereof, plus accrued interest.

Provided, however, that when the Pre-2010 Bonds are no longer Outstanding, "Value" shall be the amortized cost of an obligation or the market cost thereof, whichever is lower. Should the value of the Authorized Investments be required for any other legal purpose, the Value shall be calculated in accordance with the applicable laws and regulations.

"Variable Rate Indebtedness" means any Utility Indebtedness which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such Utility Indebtedness.

"Water Utility" shall mean and include the waterworks system now owned and operated by the Issuer and consisting of real estate, water rights, purification and pumping plants, reservoirs, mains, wells, pipelines, meters, hydrants, service connections, machinery, equipment and other property appurtenant thereto, and any improvements, extensions and enlargements to the Water Utility hereafter constructed or acquired.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2014B Bonds. The Series 2014B Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $13,340,000*, for the purpose of providing a portion of the funds to: (a) pay Project Costs; (b) make a deposit to the Series 2014B Bond Reserve Subaccount; and (b) pay Costs of Issuance. The Series 2014B Bonds shall be Parity Bonds and shall constitute Long-Term Indebtedness.

Section 202. Description of the Series 2014B Bonds. The Series 2014B Bonds shall consist of fully registered bonds in Authorized Denominations, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Series 2014B Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment, prior to their Stated Maturities as provided in ***Article III*** hereof and shall bear interest at the rates per annum as follows:

Stated Maturity October 1	Principal Amount	Annual Rate of Interest	Stated Maturity October 1	Principal Amount	Annual Rate of Interest
2015	$580,000		2025	$655,000	
2016	530,000		2026	670,000	
2017	540,000		2027	690,000	
2018	555,000		2028	710,000	
2019	565,000		2029	735,000	
2020	575,000		2030	765,000	
2021	590,000		2031	790,000	
2022	605,000		2032	815,000	
2023	615,000		2033	845,000	
2024	635,000		2034	875,000	

The Series 2014B Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 208*** hereof. The Series 2014B Bonds shall be issued as Book-Entry-Only Bonds and administered in accordance with the provisions of ***Section 212*** hereof.

Each of the Series 2014B Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***Exhibit A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq*.

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Series 2014B Bonds and Bond Registrar with respect to the registration, transfer and exchange of the Series 2014B Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Series 2014B Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right

to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner or (b) in the case of an interest payment to any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of

the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Section 303*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to ***Section 208*** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the

Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Paying Agent for authentication.

The Series 2014B Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***Exhibit A*** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Series 2014B Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Series 2014B Bond shall be conclusive evidence that such Series 2014B Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Series 2014B Bond to the Purchaser upon instructions of the Issuer or its representative.

Section 207. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the

Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 209. Book-Entry Bonds; Securities Depository. Any series of Bonds may be issued as Book-Entry-Only Bonds. If so, such series of Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 210. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 211. Calculation of Debt Service Requirements.

(a) ***Debt Service Requirements on Balloon, Put, Short-Term and Interim Indebtedness***.

(1) The principal of Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under ***Section 902*** hereof, or Interim Indebtedness shall be deemed due and payable at its Stated Maturity; provided, however, that at the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal deemed payable on Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under ***Section 902*** hereof, or Interim Indebtedness, shall be deemed to be payable as set forth below:

(A) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency) to refinance such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(B) If the Issuer has entered into a binding agreement providing for the deposit by the Issuer with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency), in trust (herein called a "Special Redemption Fund") of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, when due from the sums so deposited and investment earnings realized thereon, then the principal amount of the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(C) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term

Indebtedness or Interim Indebtedness, other than those referred to in subsections (A) and (B) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the Owners of Utility Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(D) Such Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness may be deemed to be Utility Indebtedness which, at the date of its original incurrence, was payable over a term not to exceed twenty (20) years in equal annual installments of principal and interest at the Index Rate.

A Consultant shall deliver to the Issuer a certificate stating that it is reasonable to assume that installment obligations of such term of the Issuer can be incurred and stating the interest rate then applicable to installment obligations of such term of comparable quality. Interim Indebtedness may be deemed to be Indebtedness which, at the date of its original incurrence, would meet the conditions specified in the statement of the Consultant as required in ***Section 902****;* provided that the Consultant shall for each annual period that the Debt Service Requirement is computed, provide a supplemental statement that at such period, the certifications contained in the statement are reasonable.

(2) Interest that is payable prior to the Stated Maturity of any Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness shall be taken into account for such appropriate period in computation of Debt Service Requirements. Interest payable at maturity or early redemption on Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may either be amortized over the anticipated maturity or such longer period as is permitted under ***Section 902*** or ***Section 214(a)(1)(D)*** or may be treated as principal payable on the principal maturity date of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness.

(3) In measuring compliance with the applicable tests hereunder in connection with incurring Put Indebtedness and generally for purposes of determining the Debt Service Requirements relating thereto, Put Indebtedness shall be deemed to mature based upon the actual amortization requirements for the Put Indebtedness, only to the extent that the Issuer has a commitment to refinance such Put Indebtedness.

(b) ***Debt Service Requirements on Discount Indebtedness.*** At the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal and interest deemed payable on Discount Indebtedness shall be deemed to be payable as set forth below:

(1) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency) to refinance such Discount Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Discount Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(2) If the Issuer has entered into a binding agreement providing for the deposit with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of

the holding company of which such bank or financial institution is the principal subsidiary, are then rated "A" or better by any Rating Agency), in trust (herein called a "Special Redemption Fund") of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Discount Indebtedness, or a portion thereof, and providing for the payment of such principal amount when due from the sums so deposited, and investment earnings realized thereon, then the Discount Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(3) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Discount Indebtedness, other than those referred to in subsections (1) and (2) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the holders of Utility Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Discount Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(4) As of any time the maturity amount represented by Discount Indebtedness shall be deemed to be the accreted value of such Indebtedness computed on the basis of a constant yield to maturity.

When calculating interest requirements on Variable Rate Indebtedness which bears a variable rate of interest for periods as to which the rate of interest has not been determined, the rate of interest on Outstanding Variable Rate Indebtedness shall be the average annual rate of interest which was payable on such Variable Rate Indebtedness during the twelve (12) months immediately preceding the date as of which the calculation is made; and the rate of interest on Variable Rate Indebtedness to be incurred (or incurred less than twelve (12) months preceding such date) shall be the average annual rate of interest which would have been payable on such Variable Rate Indebtedness had it been outstanding for a period of twelve (12) months immediately preceding the date as of which the calculation is made, as evidenced in a certificate of a Consultant, delivered to the Issuer.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated October [__], 2014, is hereby ratified and approved. The final Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Director of Finance are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Series 2014B Bonds.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Series 2014B Bonds. The sale of the Series 2014B Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Series 2014B Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Bond Resolution, upon payment of the Purchase Price.

Section 214. Parity Bond Certification. The Issuer hereby represents and covenants that the Series 2014B Bonds directed to be issued by this Resolution are so issued in full compliance with the restrictions and conditions upon which the Issuer may issue Additional Bonds which stand on a parity of lien with the Net Revenues with the Parity Indebtedness heretofore issued and Outstanding, as set forth and contained in the Outstanding Parity Bond Resolution, and that the Series 2014B Bonds herein directed to be issued are so issued in all respects on a parity and equality with the Parity Indebtedness heretofore issued and Outstanding.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. The Bonds shall be subject to redemption and payment prior to their Stated Maturity, as follows:

(a) ***Optional Redemption***.

(1) *Series 2014B Bonds*. At the option of the Issuer, Series 2014B Bonds maturing on October 1, in the years 2025 and thereafter will be subject to redemption and payment prior to their Stated Maturity on October 1, 2024, and thereafter as a whole or in part (selection of maturities and the amount of Series 2014B Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

(2) *Additional Bonds*. Additional Bonds are subject to redemption and payment prior to Stated Maturity in accordance with the provisions of the supplemental resolution authorizing the issuance of such Additional Bonds.

(b) ***Mandatory Redemption***.

(1) *General*. The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited

on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

(2) [*The Series 2014B Term Bonds*. [There are **no** Series 2014B Term Bonds.

(2)]*The Series 2014B-[_____] Term Bonds*. The Issuer shall from the payments specified in *Error! Reference source not found.**(b)*** hereof which are to be deposited into the 2014B Principal and Interest Subaccount redeem on October 1 in each year, the following principal amounts of Series 2014B-[_____] Term Bonds:

Principal Amount	**Year**
	*

*Final Maturity]

[(3)]*The Series 2014B-[_____] Term Bonds*. The Issuer shall from the payments specified in *Error! Reference source not found.**(b)*** hereof which are to be deposited into the 2014B Principal and Interest Subaccount redeem on October 1 in each year, the following principal amounts of Series 2014B-[_____] Term Bonds:

Principal Amount	**Year**
	*

*Final Maturity

Section 302. Selection of Bonds to be Redeemed.
Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a

minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Insurer and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of any series of Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is

expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Series 2014B Bonds shall be special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2014B Bonds. The Series 2014B Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2014B Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2014B Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2014B Bonds, all of which Series 2014B Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2014B Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. The Series 2014B Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Indebtedness. The Series 2014B Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Indebtedness; and the Parity Indebtedness shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2014B Bonds.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Series 2014B Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Principal and Interest Subaccount for Water and Sewer Utility Revenue Bonds, Series 2014B;

(b) Bond Reserve Subaccount for Water and Sewer Utility Revenue Bonds, Series 2014B;

(c) Rebate Fund for Water and Sewer Utility Revenue Bonds, Series 2014B;

(d) Costs of Issuance Account for Water and Sewer Utility Revenue Bonds, Series 2014B;

(e) Sewer Utility Projects Fund for Water and Sewer Utility Revenue Bonds, Series 2014B; and

(f) Water Utility Projects Fund for Water and Sewer Utility Revenue Bonds, Series 2014B.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Series 2014B Bond Resolution so long as the Series 2014B Bonds are Outstanding.

The following separate Funds and Accounts created and established in the treasury of the Issuer are hereby ratified and confirmed:

(a) Water and Sewer Utility Revenue Fund;

(b) Water and Sewer Utility Bond Reserve Account;

(c) Water and Sewer Utility Depreciation and Replacement Account;

(d) Water and Sewer Utility Improvement Account;

(e) Principal and Interest Subaccounts for Outstanding Parity Bonds; and

(f) Bond Reserve Subaccounts for Outstanding Parity Bonds.

The Funds and Accounts referred to in this paragraph shall be administered in accordance with the provisions of Bond Resolution so long as the Utility Indebtedness is Outstanding.

Section 502. Deposit of Series 2014B Bond Proceeds. The net proceeds received from the sale of the Series 2014B Bonds shall be deposited simultaneously with the delivery of the Series 2014B Bonds as follows:

(a) Any accrued interest and excess proceeds received from the sale of the Series 2014B Bonds shall be deposited in the Series 2014B Principal and Interest Subaccount.

(b) An amount necessary to pay Costs of Issuance shall be shall be deposited in the Series 2014B Costs of Issuance Account.

(c) An amount necessary to bring the Series 2014B Bond Reserve Subaccount to the Series 2014B Bond Reserve Requirement shall be deposited in the 2014B Bond Reserve Subaccount.

(d) An amount necessary to pay the costs of the Series 2014B Sewer Projects shall be deposited in the Series 2014B Sewer Utility Projects Fund.

(e) An amount necessary to pay the costs of the Series 2014B Water Projects shall be deposited in the Series 2014B Water Utility Projects Fund.

Section 503. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Series 2014B Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the rebatable arbitrage, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Series 2014B Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Revenue Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular ***Article XI*** hereof, the obligation to pay rebatable arbitrage to the United States of America and to comply

with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Series 2014B Bonds.

Section 504. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Series 2014B Bonds, shall be transferred to the Issuer for deposit into the Series 2014B Principal and Interest Subaccount.

Section 505. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used for the sole purpose of : (a) paying Project Costs; (b) for paying Costs of Issuance, if necessary; (c) paying interest on the Series 2014B Bonds during construction of the Project, if necessary; and (d) transferring any amounts required to be deposited into the Rebate Fund. Withdrawals from the Project Fund for payment of Project Costs shall be supported by a certificate or statement of the Director of Finance that such payment is being made for a purpose within the scope of the Bond Resolution and is a proper Project Cost. Authorizations for withdrawals for other purposes shall be supported by a certificate of the Director of Finance stating that such payment is being made for a purpose within the purpose of the Bond Resolution. Upon completion of the Project, any surplus remaining in the Project Fund shall be deposited in the Series 2014B Principal and Interest Subaccount.

Section 506. Substitute Project; Reallocation of Proceeds. The Issuer may elect for any reason to substitute or add other Utility improvements to be financed with proceeds of the Series 2014B Bonds provided the following conditions are met: (a) the Substitute Project and the issuance of Bonds to pay the cost of the Substitute Project has been duly authorized by the Governing Body in accordance with the laws of the State; (b) a resolution authorizing the use of the proceeds of the Series 2014B Bonds to pay the Financeable Costs of the Substitute Project has been duly adopted by the Governing Body pursuant to this Section, (c) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Series 2014B Bonds to include the Substitute Project; and (d) the use of the proceeds of the Series 2014B Bonds to pay the Financeable Cost of the Substitute Project will not adversely affect the tax status of the Series 2014B Bonds under State or federal law.

The Issuer may reallocate expenditure of Series 2014B Bond proceeds among all Projects financed by the Series 2014B Bonds; provided the following conditions are met: (a) the reallocation is approved by the Governing Body; (b) the reallocation shall not cause the proceeds of the Series 2014B Bonds allocated to any Project to exceed the Financeable Costs of the Project; and (c) the reallocation will not adversely affect the tax-exempt status of the Series 2014B Bonds under State or federal law.

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Series 2014B Bonds, and continuing as long as any of the Utility Indebtedness remain Outstanding, all of the Gross Revenues shall as and when received be paid and deposited into the Revenue Fund. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, Funds and Accounts of the Issuer and shall not be commingled with any other moneys, revenues, Funds and Accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Bond Resolution, except as may be modified by the provisions of the Outstanding Parity Bond Resolutions.

Section 602. Application of Moneys in Funds and Accounts. The Issuer covenants and agrees that from and after the delivery of the Series 2014B Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) ***Operation and Maintenance***. The cost of Current Expenses shall be paid currently as bills accrue. Such amount as may be necessary in the opinion of the Governing Body to pay the reasonable and proper Current Expenses for the ensuing sixty (60) days may be retained and accumulated in the Revenue Fund before making transfers to other Funds and Accounts.

Parity Resolutions. The following transfers shall be made on a parity of lien basis with the transfers and requirements of the Bond Resolution with respect to any Parity Indebtedness, and the term Parity Obligations shall be substituted for Bonds, as appropriate.

(b) ***Principal and Interest Account***. There shall next be paid and credited on the first day of each month to the Principal and Interest Account, for credit to the respective Subaccounts thereof, a proportionate amount necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Parity Bonds. All amounts paid and credited to the various Principal and Interest Subaccounts shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of respective Parity Bonds as and when the same become due at Maturity and on each Interest Payment Date.

Any amounts deposited in the Principal and Interest Account in accordance with ***Section 502(a)*** hereof shall be credited against the Issuer's payment obligations as set forth in subsection (b) of this Section.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Principal and Interest Account and to the subaccounts established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service accounts in proportion to the respective principal amounts of said series of Parity Bonds at the time Outstanding which are payable from the moneys in said Principal and Interest Subaccounts.

(c) ***Bond Reserve Account***. There shall next set aside and credited monthly to the Bond Reserve Account, for the credit of the respective subaccounts thereof as appropriate, the amount, if any, required to restore the Bond Reserve Account to the Bond Reserve Requirement. Except as hereinafter provided, all amounts paid and credited to the Bond Reserve Account shall be expended and used by the Issuer solely to prevent any default in the payment of interest on or principal of the Parity Bonds on any Maturity date or Interest Payment Date if the moneys in the respective Principal and Interest Subaccounts are insufficient to pay the Debt Service Requirements of said Parity Bonds as they become due. So long as the Bond Reserve Account aggregates the Bond Reserve Requirement, no further payments into said Account shall be required, but if the Issuer is ever required to expend and use a part of the moneys in any subaccount for the purpose herein authorized and such expenditure reduces the amount of such subaccount below the Bond Reserve Requirement for such subaccount, or if the Value of the any such subaccount is below the Bond Reserve Requirement, the Issuer shall make monthly payments into such subaccount so that such subaccount shall again aggregate the Bond Reserve Requirement within twelve (12) months of such deficiency.

(d) ***Debt Service Accounts-Subordinate Lien Indebtedness***. There shall next be paid and credited monthly to the debt service account(s) for any Subordinate Lien Indebtedness, to the extent

necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Subordinate Lien Indebtedness. The amounts required to be paid and credited to the debt service account(s) for any Subordinate Lien Indebtedness shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Subordinate Lien Indebtedness.

(e) ***Depreciation and Replacement Account***. There shall next be paid and credited monthly to the Depreciation and Replacement Account minimum monthly amounts to the end that the Depreciation and Replacement Account will reach the Depreciation and Replacement Account Requirement within a period of thirty (30) months from the date of the first such transfer. Except as hereinafter provided, moneys in the Depreciation and Replacement Account shall be expended and used by the Issuer for the purpose of: (1) making extraordinary maintenance and repairs to the Utility, (2) making capital improvements in and to the Utility, and (3) keeping the Utility in good repair and working order so that it may continue in effective and efficient operation. If no other funds are available therefor, moneys in the Depreciation and Replacement Account may be used to pay Current Expenses. After the Depreciation and Replacement Account aggregates the Depreciation and Replacement Account Requirement, no further payments into the Depreciation and Replacement Account shall be required, but if the Issuer is ever required to expend a part of the moneys in the Depreciation and Replacement Account for its authorized purposes and such expenditure reduces the amount of the Depreciation and Replacement Account below the Depreciation and Replacement Requirement, then the Issuer shall resume and continue minimum monthly payments into the Depreciation and Replacement Account aggregates the Depreciation and Replacement Requirement within a period of eighteen (18) months of such deficiency.

(f) ***General Obligation Indebtedness***. There shall next be paid and credited monthly to such of the Issuer's funds or accounts determined by the Director of Finance, proportionate monthly amounts equal to the Debt Service Requirements on General Obligation Indebtedness accruing in the next twelve (12) months.

(g) ***Payment to the City***. There shall next be paid and credited monthly to such of the Issuer's funds or accounts determined by the Director of Finance, proportionate monthly amounts equal to the next required Payment to the City.

(h) ***Improvement Account***. All moneys in the Revenue Fund on each January 1 not required for payment of the Current Expenses and all transfers required by subsections (a) to (f) hereof for the next ninety (90) days shall be credited to the Improvement Account. When the Pre-2014 Bonds are no longer Outstanding, transfers from the Revenue Fund to the Improvement Fund may be made on a monthly basis in such amounts as may be determined by the Director of Finance. Moneys in the Improvement Account may be expended and used for the following purposes:

(1) Paying the Current Expenses.

(2) Paying the cost of extending, enlarging or improving the Utility.

(3) Preventing default in, making payments into or increasing the amounts in any of the Funds and Accounts or other payments required by subsections (a) to (g) hereof

(4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at fair market value, any Utility Indebtedness or General Obligation Indebtedness.

(5) Any other lawful purpose in connection with the operation of the Utility and benefiting the Utility.

(6) To make transfers to the Revenue Fund.

(i) ***Deficiency of Payments into Funds and Accounts***. If at any time the Gross Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available Gross Revenues, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 603. Transfer of Funds to Paying Agent. The Treasurer of the Issuer shall withdraw from the Principal and Interest Account, and, to the extent necessary to prevent a default in the payment of either principal of or interest on the Utility Indebtedness, from the Bond Reserve Account, and the Improvement Account, sums sufficient to pay the principal of and interest on the Utility Indebtedness as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposits and Investment of Moneys.

(a) Moneys in each of the Funds and Accounts shall be deposited and shall be adequately secured as provided by the laws of the State.

(b) Moneys held in any Fund or Account may be invested in accordance with the Bond Resolution and the Federal Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such Fund or Account was established; and provided, further, that Authorized Investments in the Bond Reserve Account shall have an average aggregate weighted term to maturity not greater than five years. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account, other than earnings required to be deposited into the Rebate Fund pursuant to the Federal Tax Certificate. All earnings on investments held in the Bond Reserve Account shall accrue to and become a part of the Bond Reserve Account until the amount on deposit in the Bond Reserve Account shall aggregate the Bond Reserve Requirement; thereafter, all such earnings shall be credited to the Principal and Interest Account. All earnings on investments held in the Depreciation and Replacement Account shall accrue to and become a part of the Depreciation and Replacement Account until the amount on deposit in the Depreciation and Replacement Account shall

aggregate the Depreciation and Replacement Requirement; thereafter, all such earnings shall be credited to the Revenue Fund.

(c) The Value of any Fund or Account shall be determined at the end of each calendar month. Such valuation shall also be made in conjunction with redemption of any Utility Indebtedness.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Owners of any of the Utility Indebtedness that so long as any of the Utility Indebtedness remain Outstanding and unpaid it will comply with each of the following covenants:

Section 801. Efficient and Economical Operation. The Issuer will continuously own and will operate the Utility as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order.

Section 802. Rate Covenant. The Issuer, in accordance with and subject to applicable legal requirements, will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the Utility as will produce Gross Revenues sufficient to: (a) pay the Current Expenses; (b) pay the Debt Service Requirements on the Utility Indebtedness as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) provide reasonable and adequate reserves for the payment of the Utility Indebtedness and for the protection and benefit of the Utility as provided in the Bond Resolution; and (d) enable the Issuer to have in each Fiscal Year, a Debt Service Coverage Ratio of not less than 1.20 on all Parity Indebtedness at the time Outstanding; 1.00 on all Subordinate Lien Indebtedness at the time Outstanding; 1.00 on all General Obligation Indebtedness at the time Outstanding; and 1.00 with respect to the Payment to the City; provided however, in determining the Net Revenues Available for Debt Service, estimated additional net income to be derived from rate increases in effect and being charged prior to the end of the applicable Fiscal Year, as determined by the Consultant, may be taken into account, and that, without giving effect to any such adjustments from rate increases, the Debt Service Coverage Ratio shall be not less than 1.00 of the current Fiscal Year's Debt Service Requirements for all Utility Indebtedness.

The Issuer will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under the provisions of the Bond Resolution. If in any Fiscal Year, Net Revenues Available for Debt Service are an amount less than as hereinbefore provided, the Issuer will make adjustments to such rates, fees and charges to bring the Utility into compliance with this covenant. It shall be the policy of the Issuer that the rates, fees and charges established for the Water Utility and the Sewer Utility shall each be sufficient to provide Net Revenues Available for Debt Service with respect to Utility Indebtedness issued for improvements to each such component of the Utility which meet the coverage requirements set forth herein to the extent reasonably practical.

Section 803. Restrictions on Mortgage or Sale of Utility. The Issuer will not mortgage, pledge or otherwise encumber the Utility or any part thereof, nor will it sell, lease or otherwise dispose of the Utility or any material part thereof; provided, however, the Issuer may:

(a) sell at fair market value any portion of the Utility which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the Utility, and in the event of sale, the Issuer will apply the proceeds to either (1) redemption of Outstanding Utility Indebtedness in accordance with the provisions governing repayment of Utility Indebtedness in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the Utility as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(c) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with ***Article IX*** hereof; or

(d) sell, lease or convey all or substantially all of the Utility to another entity or enter into a management contract with another entity if:

(1) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Code § 501(c)(3), and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding Utility Indebtedness according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Bond Resolution;

(2) If there remains unpaid any Utility Indebtedness which bears interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such Utility Indebtedness, would not cause the interest payable on such Utility Indebtedness to become includable in gross income under the Code;

(3) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Bond Resolution;

(4) Such transferee entity possesses such licenses to operate the Utility as may be required if it is to operate the Utility; and

(5) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

(6) The Issuer receives the written consent of the Bond Insurer.

Section 804. Insurance. The Issuer will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Utility as would be carried by a privately owned utility with similar property and performing similar functions, insofar as the properties are of an insurable nature; and in the event of loss or damage, the Issuer will use the Net Proceeds of such insurance to reconstruct or replace the damaged or destroyed property, or if such reconstruction or replacement be unnecessary, then such Net Proceeds shall be used in redeeming or paying off Outstanding Utility Indebtedness, in accordance with their call provisions. The Issuer also will carry general liability

insurance in amounts not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the State's tort claims act or other similar future law (currently $500,000.00 per occurrence). In lieu of the foregoing, the Issuer may establish a self-insurance program which will provide substantially the same protection for the Owners.

Section 805. Books, Records and Accounts. As long as any Utility Indebtedness are Outstanding, the Issuer shall keep proper and separate books of records and accounts in which complete and correct entries shall be made showing the Gross Revenues collected for services by the Utility and all sums expended in the operation thereof and all sums deposited in the Funds and Accounts above mentioned and all disbursements, transfers and transactions relating to the Utility as a whole, and to the several components of the Utility separately. The books and accounts shall be kept in accordance with generally accepted accounting principles.

The Utility shall make comparative quarterly reports to the Office of the City Manager relative to Utility incomes, Utility expenses and net income from operations. If any such quarterly report shall disclose that the Issuer will not have available the necessary funds for carrying out and complying with all of the requirements of this Resolution, then the Issuer shall within sixty (60) days proceed to cause to be charged and collected rates, fees and charges for the use and services of the Utility which will provide adequate funds to meet such requirements.

Section 806. Annual Budget. The Issuer shall prepare an Annual Budget in its customary form estimating anticipated expenditures and income and containing a statement relative to the amounts of insurance being carried and to be carried. As long as the Pre-2009 Bonds are Outstanding, the Annual Budget shall contain normal budgetary items, including:

(a) An estimate of the receipts from the Utility during the next ensuing Fiscal Year.

(b) A statement of the estimated cost of operating the Utility during the next ensuing Fiscal Year.

(c) A statement of any anticipated unusual expenses for the Utility during the next Fiscal Year.

(d) A statement of any necessary replacements to the Utility which may be anticipated during the next Fiscal Year.

(e) A statement of the amount of principal and interest to be paid on Outstanding Utility Indebtedness and any General Obligation Indebtedness to be paid from Gross Revenues of the Utility during the next Fiscal Year.

(f) A statement of the total estimated expenditures to be made from the Gross Revenues of the Utility during the next Fiscal Year.

(g) A statement of the estimated Net Revenues Available for Debt Service during the next Fiscal Year.

As long as the Pre-2009 Bonds are Outstanding, copies of the Annual Budget shall be mailed to the Underwriter and to the Bond Insurer, if any, within thirty (30) days after the same are received by the Issuer.

Section 807. Annual Audit. The Issuer shall annually cause an audit to be made by an Independent Accountant of the operation of the Utility, which audit shall be open to public inspection and shall be completed within six (6) months after the completion of the Fiscal Year. If the audit shall disclose that proper provision has not been made for carrying out and complying with all of the requirements of this Resolution, then the Issuer shall within sixty (60) days proceed to cause to be charged and collected rates, fees and charges for the use of services of the Utility which will provide adequate funds to meet all such requirements.

As long as the Pre-2009 Bonds are Outstanding, the audit shall include the following information:

(a) A classified statement of the Gross Revenues received, the expenditures for operation and maintenance, the expenditures for all other purposes, the net Operating Revenues and the amount of any capital expenditures made from such Operating Revenues during the year.

(b) A complete balance sheet of the Fiscal Year's operations, particularly indicating the amount of moneys set aside for the various Funds and Accounts as herein provided for.

(c) A statement showing all Outstanding Utility Indebtedness which have been called, purchased, matured or paid during the year and a statement of all interest thereon paid during the year.

(d) A statement of the number of customers served by the Utility at the end of the year.

(e) A statement of the gross amount of insurance carried on the Utility's properties, showing the names of the insurers, the expiration dates of the policies and the premiums thereon.

(f) A statement by the auditor of any recommendations suggested as to financial procedures and accounting practices employed by the Issuer.

(g) A statement of the Net Revenues Available for Debt Service of the Utility.

(h) A statement of any amounts to be deposited in the Rebate Account.

As long as the Pre-2009 Bonds are Outstanding, copies of such audit shall be mailed to the Underwriter, to the Bond Insurer, if any, and to the Kansas Bank Commissioner within thirty (30) days after the same are received by the Issuer.

As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review the report of such audit, and if the audit report discloses that proper provision has not been made for all of the requirements of this Bond Resolution and the Act, the Issuer will promptly cure such deficiency and will promptly proceed to modify the rates and charges to be charged for the use and services furnished by the Utility or take such other action as may be necessary to adequately provide for such requirements.

Section 808. Right of Inspection. The Owner of any Bond or such Owner's duly authorized attorney, accountant or investment counselor and, the Bond Insurer, if any, shall have the right at all reasonable times during normal business hours to inspect the any records, accounts or data relating thereto in accordance with State law.

Section 809. Performance of Duties and Covenants. The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the Utility now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Bond Resolution.

Section 810. Report on Utility Condition. The Issuer shall annually cause a qualified employee of the Issuer to make an examination of and report on the condition and operations of the Utility. Not less than every three (3) years, the Issuer will cause the Consulting Engineers to make an examination and written report on the condition and operation of the Utility, such report to include recommendations as to any changes in such operation deemed desirable. Such report shall also make references to any unusual or extraordinary items of maintenance and repair and any extensions, enlargements or improvements that may be needed in the period prior to the preparation of the next consultant's report required by this Section. A copy of such report will be filed with the Clerk.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Prior Lien Bonds. So long as any of the Parity Bonds remain Outstanding, the Issuer will not issue any Utility Indebtedness payable out of the Gross Revenues which are superior to the Parity Indebtedness with respect to the lien on the Net Revenues.

Section 902. Parity Indebtedness. The Issuer will not issue any Utility Indebtedness which stands on a parity or equality of lien against the Net Revenues with the Parity Indebtedness unless the following conditions are met:

(a) The Issuer shall not be in default in the payment of the Debt Service Requirements on any Parity Indebtedness at the time Outstanding or in making any payment at the time required to be made into the respective Funds and Accounts created by and referred to in the Bond Resolution (unless such Utility Indebtedness is being issued to provide funds to cure such default) nor shall any other Event of Default have occurred and be continuing;

(b) The Issuer shall deliver the following:

(1) *Long-Term Indebtedness*. A certificate signed by the Issuer evidencing that the Debt Service Coverage Ratio for the two (2) Fiscal Years immediately preceding the issuance of such Utility Indebtedness, as reflected by information provided by the Independent Accountant, shall be not less than 1.20, including the Utility Indebtedness proposed to be issued. In the event that the Issuer has instituted any increase in rates for the use and services of the Utility and such increase shall not have been in effect during the full two (2) Fiscal Years immediately preceding the issuance of such proposed Utility Indebtedness, the additional Net Revenues Available for Debt Service which would have resulted from the operation of the Utility during said two (2) preceding Fiscal Years had such rate increase been in effect for the entire period may be added to the stated Net Revenues for the calculation of the Debt Service Coverage Ratio, provided that such estimated additional Net Revenues shall be determined by a Consultant.

(2) *Short-Term Indebtedness*. A certificate signed by the Issuer evidencing any ***one*** of the following:

(i) The principal amount of all Outstanding Short-Term Indebtedness does not exceed 15% of the Gross Revenues for the most recently ended Fiscal Year for which financial information is available from the Independent Accountant;

(ii) The Short-Term Indebtedness could be incurred assuming it was Long-Term Indebtedness.

(iii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Short-Term Indebtedness prior to its Stated Maturity and the conditions are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Short-Term Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(3) *Interim Indebtedness*. A certificate signed by the Issuer evidencing any ***either*** of the following:

(i) The Interim Indebtedness could be incurred assuming it was Long-Term Indebtedness.

(ii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Interim Indebtedness prior to its Stated Maturity and the conditions are met with respect to such Interim Indebtedness when it is assumed that such Interim Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Interim Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(c) When the issuance of Utility Indebtedness of equal stature and priority is permitted by the laws of the State.

(d) With respect to the issuance of Additional Bonds, an additional deposit to the Bond Reserve Account shall be made to bring the Bond Reserve Account to an amount equal to the Bond Reserve Requirement.

(e) The ordinance and/or resolution authorizing such Utility Indebtedness shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in the Bond Resolution.

Additional Utility Indebtedness issued under the conditions hereinbefore set forth shall stand on a parity with other Parity Indebtedness and shall enjoy complete equality or lien on and claim against the Net Revenues, and the Issuer may make equal provision for paying the Debt Service Requirements on such Utility Indebtedness out of the Revenue Fund and may likewise provide for the creation of

reasonable debt service accounts and debt service reserve accounts for the payment of the Debt Service Requirements on such Utility Indebtedness and the interest thereon out of moneys in the Revenue Fund.

Section 903. Subordinate Lien Indebtedness. Nothing shall prohibit or restrict the right of the Issuer to issue Subordinate Lien Indebtedness for any lawful purpose in connection with the operation of and benefiting the Utility and to provide that the Debt Service Requirements on such Subordinate Lien Indebtedness shall be payable out of the Net Revenues Available for Debt Service, provided at the time of the issuance of such Subordinate Lien Indebtedness the Issuer is not in default in the performance of any covenant or agreement contained in the Bond Resolution (unless such Utility Indebtedness shall be issued to cure such default and shall be junior and subordinate to the Parity Indebtedness) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Indebtedness, or of the Issuer is in default in payment of Current Expenses, Debt Service Requirements on Parity Indebtedness or transfers required by the Bond Resolution prior to the payment of Debt Service Requirements on Subordinate Lien Indebtedness, the Issuer shall make no payments of Debt Service Requirements on said Subordinate Lien Indebtedness until said default or defaults be cured.

Section 904. Refunding Indebtedness. The Issuer shall have the right, without complying with the provisions of ***Section 902*** hereof, to issue Refunding Indebtedness for the purpose of refunding any of the Utility Indebtedness under the provisions of any law then available, and the Refunding Indebtedness so issued shall enjoy complete equality of pledge as did the Utility Indebtedness that was refunded.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Remedies. The Bond Resolution and all of the provisions thereof shall constitute a contract between the Issuer, the Bond Insurer and each of the Owners of Utility Indebtedness, and any such Owner may by suit, action, mandamus, injunction or other proceeding, either at law or in equity, enforce and compel performance of all duties, obligations and conditions determined and required by the Bond Resolution, subject to the limitations of hereinafter set forth; provided however, that no Owner of Subordinate Indebtedness shall have the ability to impair the rights of Owners of Parity Indebtedness. Upon the happening and continuance of any Event of Default, then and in every such case any Owner may proceed, subject to the provisions of the Bond Resolution, to protect and enforce the rights of the Owners by a suit, action or special proceeding in equity, or at law, either for the specific performance of any covenant or agreement contained therein or in aid or execution of any power therein granted or for the enforcement of any proper legal or equitable remedy as such Owner shall deem most effectual to protect and enforce such rights.

Anything in the Bond Resolution to the contrary notwithstanding, if at any time moneys in the Principal and Interest Account shall not be sufficient to pay the interest on or the principal of the Utility Indebtedness as the same shall become due and payable, such moneys, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Section or otherwise, shall be applied as follows:

(a) If the principal of all the Parity Indebtedness shall not have become due and payable, all such moneys shall be applied:

first: to the payment of the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable,

and, if the amount available shall not be sufficient to pay in full any particular installments, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Parity Indebtedness which shall have become due and payable (other than Parity Indebtedness called for redemption for the payment of which moneys are held pursuant to the provisions of the Bond Resolution), in the order of their due dates, with interest on the principal amount of such Parity Indebtedness at the respective rates specified therein from the respective dates upon which such Parity Indebtedness` became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Parity Indebtedness due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Parity Indebtedness, to the purchase and retirement of the Parity Indebtedness and to the redemption of the Parity Indebtedness, all in accordance with the provisions of the Bond Resolution.

(b) If the principal of all of the Parity Indebtedness shall have become due and payable, all such moneys shall be applied:

first: to the payment to the persons entitled thereto of all installments of interest due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness, and then to the payment of any interest due and payable after maturity on the Parity Indebtedness, ratably, to the person entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness; and

second: to the payment of the principal of the Parity Indebtedness, ratably, to the persons entitled thereto, without preference or priority of any Parity Indebtedness over any other Parity Indebtedness.

(c) If the principal of all the Subordinate Lien Indebtedness shall not have become due and payable, all such moneys shall be applied:

first: to the payment of the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installments, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference

except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Subordinate Lien Indebtedness which shall have become due and payable (other than Subordinate Lien Indebtedness called for redemption for the payment of which moneys are held pursuant to the provisions of the Bond Resolution), in the order of their due dates, with interest on the principal amount of such Subordinate Lien Indebtedness at the respective rates specified therein from the respective dates upon which such Subordinate Lien Indebtedness` became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Subordinate Lien Indebtedness due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Subordinate Lien Indebtedness, to the purchase and retirement of the Subordinate Lien Indebtedness and to the redemption of the Subordinate Lien Indebtedness, all in accordance with the provisions of the Bond Resolution.

(d) If the principal of all of the Subordinate Lien Indebtedness shall have become due and payable, all such moneys shall be applied:

first: to the payment to the persons entitled thereto of all installments of interest due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness, and then to the payment of any interest due and payable after maturity on the Subordinate Lien Indebtedness, ratably, to the person entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness; and

second: to the payment of the principal of the Subordinate Lien Indebtedness, ratably, to the persons entitled thereto, without preference or priority of any Subordinate Lien Indebtedness over any other Subordinate Lien Indebtedness.

Whenever moneys are to be applied by the Issuer pursuant to the foregoing provisions, such moneys shall be applied at such times, and from time to time, as the Director of Finance, in his or her sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the deposit of such moneys with the Paying Agent in trust for the proper purpose shall constitute proper application by the Issuer; and the Issuer shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such moneys, so long as the Issuer acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Resolution as may be applicable at the time of application by the Director of Finance. Whenever the Director of Finance shall exercise such discretion in applying such moneys, she shall fix the date (which shall be an Interest Payment Date unless she shall deem another date more suitable) upon which such

application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Director of Finance shall give such notice as she may deem appropriate of the fixing of any such date, and shall not be required to make payment to the Owner of any unpaid Utility Indebtedness until the same shall be surrendered to the Paying Agent for appropriate endorsement, or for cancellation if fully paid.

In case any proceeding taken by any Owner on account of any default shall have been discontinued or abandoned for any reason, then and in every such case the Issuer and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceedings had been taken. No Owner of any of any Utility Indebtedness shall have any right in any manner whatever to affect, disturb or prejudice the security of the Bond Resolution or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the same class of Utility Indebtedness. No remedy herein conferred on the Owners is intended to be exclusive of any other remedy or remedies, and each and every remedy conferred shall be cumulative and shall be in addition to every other remedy given hereunder and under the Act or now or hereafter existing at law or in equity or by statute. No delay or omission of any Owner to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Owners may be exercised from time to time and as often as may be deemed expedient.

Section 1002. Limitation on Rights of Owners. No Owner of any Utility Indebtedness shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Bond Resolution or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) an Event of Default shall have occurred, (b) the Owners of twenty-five percent (25%) in aggregate principal amount of same class of the Utility Indebtedness then Outstanding shall have made written request to the Issuer, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (c) the Issuer shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case, at the option of the Issuer, to be conditions precedent to the execution of the powers and trusts of the Bond Resolution, and to any action or cause of action for the enforcement of the Bond Resolution, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners of the Utility Indebtedness shall have any right in any manner whatsoever to affect, disturb or prejudice the Bond Resolution by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of the Utility Indebtedness then Outstanding. Nothing in the Bond Resolution contained shall, however, affect or impair the right of any Owner to payment of Debt Service Requirements on any Utility Indebtedness at and after the maturity thereof or the obligation of the Issuer to pay the Debt Service Requirements on each of the Utility Indebtedness issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Utility Indebtedness expressed.

Section 1003. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any

remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners shall be restored to their former positions and rights, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 1004. No Obligation to Levy Taxes. Nothing contained in this Bond Resolution shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Utility Indebtedness.

Section 1005. Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Insured Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Insured Bonds.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When any or all of the Utility Indebtedness, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in the Bond Resolution and the pledge of the Gross Revenues hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Utility Indebtedness, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of the Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Utility Indebtedness or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal or Redemption Price of said Utility Indebtedness and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until: (a) the Issuer has elected to redeem such Utility Indebtedness, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with the Bond Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Utility Indebtedness, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Utility Indebtedness, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of the Bond Resolution. The Issuer shall notify the Bond Insurer of any defeasance of any Insured Bonds insured by the Bond Insurer.

Notwithstanding anything in the Bond Resolution to the contrary, in the event that the principal and/or interest due on the Insured Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Insured Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

ARTICLE XII

TAX COVENANTS

Section 1201. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series 2014B Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Series 2014B Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 1202. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Series 2014B Bonds pursuant to ***Article XI*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE XIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 1301. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1302. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Utility Indebtedness or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Utility Indebtedness then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Utility Indebtedness;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Utility Indebtedness;

(c) permit preference or priority of any Utility Indebtedness over any other Utility Indebtedness;

(d) reduce the percentage in principal amount of Utility Indebtedness required for the written consent to any modification or alteration of the provisions of this Bond Resolution; or

(e) permit the creation of a lien on the Revenues prior or equal to the lien of the Parity Indebtedness.

Any provision of the Utility Indebtedness or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Utility Indebtedness at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Project, to reallocate proceeds of the Series 2014B Bonds among Projects, to provide for a Substitute Project, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Utility Indebtedness or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Utility Indebtedness or a prospective purchaser or owner of any Utility Indebtedness authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Bond Insurer and the Owners of the Utility Indebtedness then Outstanding. It shall not be necessary to note on any of the Outstanding Utility Indebtedness any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Utility Indebtedness or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1402. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Utility Indebtedness, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Utility Indebtedness, the amount or amounts, numbers and other identification of Utility Indebtedness, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Utility Indebtedness Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Utility Indebtedness owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Utility Indebtedness which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Utility Indebtedness so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Utility Indebtedness and that the pledgee is not the Issuer.

Section 1403. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent and the Bond Insurer. The Issuer, the Paying Agent, the Bond Insurer and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other

reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1404. Inconsistent Provisions. In case any one or more of the provisions of the Series 2014B Bond Resolution or of the Utility Indebtedness issued hereunder shall for any reason be inconsistent with the provisions of the Outstanding Parity Bond Resolutions or the Parity Indebtedness: (a) the provisions of any Outstanding Parity Bond Resolution adopted prior to the Series 2014B Bond Resolution shall prevail with respect to Parity Indebtedness issued prior in time, so long as such Parity Indebtedness is Outstanding; and (b) the provisions of the Series 2014B Bond Resolution shall prevail with respect to any Parity Bond Resolution adopted subsequent to the Series 2014B Bond Resolution, so long as any Parity Indebtedness issued under the Series 2014B Bond Resolution is Outstanding.

Section 1405. Electronic Transactions. The issuance of the Series 2014B Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1406. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1407. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1408. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1409. Effective Date.
This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas, on December 9, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director
of Law and City Attorney

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 14-[___] (the "Bond Resolution") of the City of Wichita, Kansas, adopted by the Governing Body on December 9, 2014, as the same appears of record in my office, and that the Bond Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: December 9, 2014.

_____
Karen Sublett, City Clerk

EXHIBIT A
(FORM OF SERIES 2014B BONDS)

REGISTERED NUMBER ___ **REGISTERED $_____**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
WATER AND SEWER UTILITY REVENUE BOND
SERIES 2014B

Interest Rate:	Maturity Date:	Dated Date: December 1, 2014	CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing April 1, 2015 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Series 2014B Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Series 2014B Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Series 2014B Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Series 2014B Bond on any Interest Payment Date shall be paid to the person in whose name this Series 2014B Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the

Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner or, (b) in the case of an interest payment to any Registered Owner of $500,000 or more in aggregate principal amount of Series 2014B Bonds, by electronic transfer to such Registered Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Series 2014B Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

ADDITIONAL PROVISIONS OF THIS SERIES 2014B BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Series 2014B Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Series 2014B Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation, and that provision has been duly made for the collection and segregation of the Gross Revenues of the Water and Sewer Utility (the "Utility") and for the application of the same as provided in the hereinafter defined Bond Resolution.

IN WITNESS WHEREOF, the Issuer has caused this Series 2014B Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal) _____(facsimile)_____
Mayor

ATTEST:

By _____(facsimile)_____
Clerk

JLN\600809.131\BASICDOCS (10-30-14)

Gilmore & Bell, P.C.
10/30/2014

REQUEST FOR DECLARATION OF EMERGENCY

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

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, December 9, 2014, of an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2014B, OF THE CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

The general nature of such public emergency is due to bond market expectations that the authorization of the issuance of the Series 2014B Bonds occur on the same date bids are received and to enable the City to deliver the Series 2014B Bonds authorized by said Ordinance on December 23, 2014.

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

EXECUTED at Wichita, Kansas on December 9, 2014.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim Director of
Law and City Attorney

JLN\600809.131\BASICDOCS (10-30-14)

Wichita, Kansas
December 8, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel Fellow representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated December 1, 2014, were read and on motion approved.

Bids were opened December 5, 2014, pursuant to advertisements published on:

Redbud Multi-Use Path (east of Hydraulic, north of 9th) (87TE-0353-01/472-85007/707035/ 211500) Traffic to be maintained during construction using flagpersons and barricades. (District III)

Cornejo and Sons, LLC - $2,066,741.25 Group 1
$87,099.00 Group 2 Add Alternate
$2,153,840.25 Total Bid

Sycamore Bicycle Boulevard (Douglas and Sycamore to Orient and Euclid) 87TE-0622-01/472-85113 (707056)

Bids Rejected

2014 Sanitary Sewer Reconstruction Phase 13 (north of Kellogg, east of Seneca) (468-84992/ 620719/664024) Traffic to be maintained during construction using flagpersons and barricades. (District I,VI)

Forshee Plumbing LLC - $127,335.00

2014 CIP Concrete Street Repairs Phase 1 (north of 63rd Street South, east of 135th Street West) (472-85133/707062/132726/636246/620701/133116/211526/132726/771633/664006/133116) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III)

Vogts-Parga Construction LLC - $260,435.50 (Engineer's Estimate)

Graystone from the north line of Lot 3, Block B, north to the south line of Summerfield; Summerfield from the west line of Graystone, east to the east line of Terhune, on Terhune from the south line of Summerfield, south to the north line of Lot 1, Block F, and on Sundance, from the east line of Terhune east to the east line of the plat and that sidewalk be constructed on one side of Graystone, Summerfield, Terhune, and Sundance to serve Stonebridge 2nd and 3rd Additions (north of 13th Street North, west of 159th Street East) (472-84593/766309/490327) Traffic to be maintained during construction using flagpersons and barricades. (District II)

Kansas Paving Company - $292,889.50

Water Distribution System to serve Tallgrass Villas Addition (north of 21st Street North, east of Rock Road) (448-90645/735517/470190) Traffic to be maintained during construction using flagpersons and barricades. Lateral 93, Main 22, War Industries Sewer to serve Tallgrass Villas Addition (north of 21st Street North, east of Rock Road) (468-84986/744375/480067) Traffic to be maintained during construction using flagpersons and barricades. Storm Water Sewer #686 to serve Tallgrass Villas Addition (north of 21st Street North, east of Rock Road) (468-84987/751527/485418) Traffic to be maintained during construction using flagpersons and barricades. (District II)

Mies Construction - $12,430.00 Group 1
$30,735.00 Group 2
$62,650.00 Group 3
$105,815.00 Total Bid

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

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

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITES: Sedan, Sport Utility, Cargo Van, Pickup Truck.

Don Hattan Chevrolet Inc.* - Groups 1, 2, 3, 5, 6,7,8,9 & 14 Base Bid With All Options
Davis Moore Auto Group * - Groups 4 & 13 Base Bid All Options
Rusty Eck Ford Inc.* - Groups 10, 11, 12, 15, & 16 Base Bid With All Options

*Estimate – Contract approved on unit cost basis; refer to attachments.

VARIOUS DEPARTMENTS, BOARDS AND AGENCIES/Asphalt, Hot and Cold Mix.

Conspec Inc dba Kansas Paving* - $494,000.00

*Estimate – Contract approved on unit cost basis; refer to attachments.

PUBLIC WORKS AND UTILITIES DEPARMENT/SEWER MAINTENANCE DIVISION: High Pressure Sewer Cleaners 56,000 GVW.

Key Equipment and Supply Company - $566,800.00 Base Bid
Included Option 1
Included Option 3
<$50,000.00> Option 4 Deduct

PARK AND RECREATION DEPARMENT/ FORESTRY DIVISION: Trees, Ornamental and Shade.

Defer one week

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITES: 20,000 GVW Step Van/58,000 GVWR Dump Truck.

Omaha Truck Center -$105,927.00 Group 1 Base Bid
$15,951.00 Group 1 Option 1
$14,863.00 Group 1 Option 2

Roberts Truck Center LLC - $128,492.00 Group 2 Base Bid
<$35,000.00> Group 2 Option 1 Deduct
Included Group 2 Option 2
Included Group 2 Option 3

PUBLIC WORKS AND UTILITIES DEPARMENT/SEWER MAINTENANCE DIVISION: Deck Crane 9 Ton.

Kirby-Smith Machinery Inc. - $141,720.00

HOUSING AND COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING DIVISION: Interior and Exterior Modifications One House.

New Windows for America LLC - $26,250.00

PUBLIC WORKS AND UTILITIES/FLEET AND FACILITIES, STREET MAINTENANCE, STORM WATER DIVISIONS: Uniform Rental-Public Works and Utilities.

Defer one week

PARK AND RECREATION DEPARTMENT/RECREATION DIVISON: Exercise Equipment.

Defer one week

VARIOUS DEPARTMENTS, BOARDS AND AGENCIES/Automotive and Commercial Batteries.

Bids rejected (Rescind Award 11/24/2014)

PUBLIC WORKS AND UTILITIES/WATER PRODUCTION AND PUMPING DIVISION: Replace Limitorque Actuators for ASR.

Mead Obrien Inc. *- $60,135.00

*Purchases Utilizing Sole Source of Supply Ordinance No. 35-856 Section 2. (b)

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: December 8, 2014

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

November 21, 2014

Redbud Multi-Use Path (east of Hydraulic, north of 9th) – Public Works & Utilities Department/Engineering Div.

Cornejo & Sons, LLC	**Group 1**	**$2,066,741.25**
	Group 2 (Add Alternate)	**$87,099.00**
	Aggregate Bid Total	**$2,153,840.25**

December 5, 2014

Sycamore Bicycle Boulevard (Douglas and Sycamore to Orient and Euclid) – Public Works & Utilities Department/Engineering Division **(All Bids Rejected)**

2014 Sanitary Sewer Reconstruction Phase 13 (north of Kellogg, east of Seneca) – Public Works & Utilities Department/Engineering Division

Forshee Plumbing, LLC **$127,335.00**

2014 CIP Concrete Street Repairs Phase 1 (north of 63rd Street South, east of 135th Street West) – Public Works & Utilities Department/Engineering Division

Vogts-Parga Construction, LLC **(Engineer's Estimate)** **$260,435.50**

Paving – Graystone, Summerfield, Terhune and Sundance (north of 13th Street North, west of 159th Street East) – Public Works & Utilities Department/Engineering Division

Kansas Paving Company **$292,889.50**

Water Distribution System – *Public Works & Utilities Department/Engineering Division*

Mies Construction	**Group 1 – Water Distribution System**	**$12,430.00**
	Group 2 – Lateral 93, Main 22, WIS	**30,735.00**
	Group 3 – SWS #686	**62,650.00**
	Aggregate Bid Total	**$105,815.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

December 5, 2014

Sedans, Sport Utility, Cargo Vans, and Pickup Trucks – Public Works & Utilities Department/Fleet & Facilities Division (See Exhibit B for Itemized Pricing in the Formal Bid Report)

Don Hattan Chevrolet, Inc.	**Groups 1, 2, 3, 5, 6, 7, 8, 9 & 14 Base Bid with All Options**
Davis Moore Auto Group	**Groups 4 & 13 Base Bid with All Options**
Rusty Eck Ford, Inc.	**Groups 10, 11, 12, 15 & 16 Base Bid with All Options**

Asphalt, Hot & Cold Mix – Various Departments, Boards & Agencies (See Exhibit C for Itemized Pricing in the Formal Bid Report)

Conspec, Inc. dba Kansas Paving **$494,000.00**

High Pressure Sewer Cleaners Mounted on 56,000 GVW Extended Cab & Chassis – Public Works & Utilities Department/Sewer Maintenance Division

Key Equipment & Supply Company	**Base Bid**	**$566,800.00**
	Option 1 (Per Each)	**Included**
	Option 3 (Per Each)	**Included**
	Option 4 (Deduct) (Per Each)	**<$50,000.00>**

Trees, Ornamental & Shade – Park & Recreation Department/Forestry Division

(Defer to December 15, 2014)

20,000 GVW Step Van and 58,000 GVWR Dump Truck – Public Works & Utilities Dept./Fleet & Facilities Div.

Omaha Truck Center dba Truck Center Companies	**Group 1 – Base Bid**	**$105,927.00**
	Group 1 - Option 1 (Add) (Per Each)	**$15,951.00**
	Group 1 - Option 2	**$14,863.00**

Roberts Truck Center, LLC dba Summit Truck Group	**Group 2 – Base Bid**	**$128,492.00**
	Group 2 – Option 1 (Deduct) (Per Each)	**<$35,000.00>**
	Group 2 – Option 2 (Per Each)	**Included**
	Group 2 – Option 3 (Per Each)	**Included**

Deck Crane 9 Ton – Public Works & Utilities Department/Sewer Maintenance Division
Kirby-Smith Machinery, Inc. **$141,720.00**

Interior & Exterior Modifications at One (1) Single Family Site Unit at 2114 E. Murdock – Housing & Community Services Department/Public Housing Division
New Windows for America, LLC **$26,250.00**

Uniform Rental – Public Works & Utilities Department/Fleet & Facilities, Street Maintenance and Storm Water Divisions **(Defer to December 15, 2014)**

Exercise Equipment – Park & Recreation Department/Recreation Division
(Defer to December 15, 2014)

Automotive & Commercial Batteries – Various Departments, Boards & Agencies
(Rescind Award of November 24, 2014) (All Bids Rejected)

Replace Limitorque Actuators for ASR – Public Works & Utilities Department/Production & Pumping Division
Mead Obrien, Inc. **Sole Source of Supply, Ordinance No. 35-856, Section 2(b)** **$60,135.00**

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

Clarence Rose
for **Melinda A. Walker**
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - November 21, 2014

RQ441133/RQ441134

FB440205		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons LLC
Redbud Multi-Use Path	**Group 1**	*$2,160,048.00*			$2,066,741.25
ADD ALTERNATE	**Group 2**				$87,099.00
(east of Hydraulic, north of 9th)	BID BOND				X
87TE-0353-01/472-85007 (707035)	ADDENDA	3			X
TOTAL BID		2,160,048.00			2,153,840.25
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Redbud Multi-Use Path	**Group 1**	$2,160,048.00			
ADD ALTERNATE	**Group 2**				
(east of Hydraulic, north of 9th)	BID BOND				
87TE-0353-01/472-85007 (707035)	ADDENDA	3			
TOTAL BID		2,160,048.00			
		Engineer's Construction Estimate			
Redbud Multi-Use Path	**Group 1**	$2,160,048.00			
ADD ALTERNATE	**Group 2**				
(east of Hydraulic, north of 9th)	BID BOND				
87TE-0353-01/472-85007 (707035)	ADDENDA	3			
TOTAL BID		2,160,048.00			
		Engineer's Construction Estimate			
Redbud Multi-Use Path	**Group 1**	$2,160,048.00			
ADD ALTERNATE	**Group 2**				
(east of Hydraulic, north of 9th)	BID BOND				
87TE-0353-01/472-85007 (707035)	ADDENDA	3			
TOTAL BID		2,160,048.00			

CHECKED BY: KP

REVIEWED BY: PS

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - December 5, 2014

RQ441180

FB440211		Engineer's Construction Estimate	Cillessen & Sons	Action Safety Supply Co.	Traffic Control Services Inc.
Sycamore Bicycle Boulevard			$70,165.00	$93,898.75	$138,800.00
(Douglas and Sycamore to Orient and Euclid)	BID BOND		X	X	X
	ADDENDA	1	X	X	X
87TE-0622-01/472-85113 (707056)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Sycamore Bicycle Boulevard					
(Douglas and Sycamore to Orient and Euclid)	BID BOND				
	ADDENDA	1			
87TE-0622-01/472-85113 (707056)					
		Engineer's Construction Estimate			
Sycamore Bicycle Boulevard					
(Douglas and Sycamore to Orient and Euclid)	BID BOND				
	ADDENDA	1			
87TE-0622-01/472-85113 (707056)					
		Engineer's Construction Estimate			
Sycamore Bicycle Boulevard					
(Douglas and Sycamore to Orient and Euclid)	BID BOND				
	ADDENDA	1			
87TE-0622-01/472-85113 (707056)					
REJECT BIDS					

CHECKED BY: KP

REVIEWED BY: RS

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - December 5, 2014

RQ441274

FB440233		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
2014 Sanitary Sewer Reconstruction Phase 13		$275,700.00		$180,936.00	$170,607.50
(north of Kellogg, east of Seneca)	BID BOND				
468-84992	ADDENDA	0			
(620719)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction Co. Inc.	Forshee Plumbing LLC
2014 Sanitary Sewer Reconstruction Phase 13		$275,700.00	$148,763.00	$145,844.00	$127,335.00
(north of Kellogg, east of Seneca)	BID BOND			X	X
468-84992	ADDENDA	0			
(620719)					
		Engineer's Construction Estimate	Danco Enterprises Inc.		
2014 Sanitary Sewer Reconstruction Phase 13		$275,700.00	$145,845.00		
(north of Kellogg, east of Seneca)	BID BOND		X		
468-84992	ADDENDA	0			
(620719)					
		Engineer's Construction Estimate			
2014 Sanitary Sewer Reconstruction Phase 13		$275,700.00			
(north of Kellogg, east of Seneca)	BID BOND				
468-84992	ADDENDA	0			
(620719)					

CHECKED BY: KP

REVIEWED BY: PJ

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - December 5, 2014

RQ441275

FB440236		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
2014 CIP Concrete Street Repairs Phase 1		$260,435.50		$228,910.20	
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85133 (707062/132726/636246/620701/133116)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Vogts-Parga Construction LLC
2014 CIP Concrete Street Repairs Phase 1		$260,435.50		$416,349.00	$219,193.50
(north of 63rd Street South, east of 135th Street West)	BID BOND				X
	ADDENDA	0			
472-85133 (707062/132726/636246/620701/133116)					
		Engineer's Construction Estimate	PPJ Construction		
2014 CIP Concrete Street Repairs Phase 1		$260,435.50	$222,746.00		
(north of 63rd Street South, east of 135th Street West)	BID BOND		X		
	ADDENDA	0			
472-85133 (707062/132726/636246/620701/133116)					
		Engineer's Construction Estimate			
2014 CIP Concrete Street Repairs Phase 1		$260,435.50			
(north of 63rd Street South, east of 135th Street West)	BID BOND				
	ADDENDA	0			
472-85133 (707062/132726/636246/620701/133116)					

CONTRACT AWARDED FOR ENGINEER'S ESTIMATE $260,435.50

CHECKED BY: KP

REVIEWED BY: PH

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - December 5, 2014

RQ441276

FB440234		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
Graystone, Summerfield, Terhune and Sundance		$310,445.00	$333,558.55		$343,372.08
(north of 13th Street North, west of 159th Street East)	BID BOND				
	ADDENDA	2			
472-84593 (766309)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Graystone, Summerfield, Terhune and Sundance		$310,445.00		$292,889.50	
(north of 13th Street North, west of 159th Street East)	BID BOND				
	ADDENDA	2			
472-84593 (766309)					
		Engineer's Construction Estimate			
Graystone, Summerfield, Terhune and Sundance		$310,445.00			
(north of 13th Street North, west of 159th Street East)	BID BOND				
	ADDENDA	2			
472-84593 (766309)					
		Engineer's Construction Estimate			
Graystone, Summerfield, Terhune and Sundance		$310,445.00			
(north of 13th Street North, west of 159th Street East)	BID BOND				
	ADDENDA	2			
472-84593 (766309)					

CHECKED BY: KP

REVIEWED BY: PS

WATER BID TABULATION SUMMARY

BOARD OF BIDS - December 5, 2014

RQ441277

FB440235		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System 448-90645 (470190)	Group 1	$18,890.00	$13,055.00	$18,470.00	$12,430.00
Lat 93, Main 22, WIS 468-84986 (744375)	Group 2	$32,985.00	$43,748.00	$42,716.00	$30,735.00
SWS #686 468-84987 (751527)	Group 3	$76,266.00	$72,199.00	$67,605.00	$62,650.00
Tallgrass Villas Addition	BID BOND				
	ADDENDA	0			
BID TOTAL		$128,141.00	129,002.00	128,791.00	105,815.00

		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Water Distribution System 448-90645 (470190)	Group 1	$18,890.00	$18,269.00	$14,759.00	$14,770.00
Lat 93, Main 22, WIS 468-84986 (744375)	Group 2	$32,985.00	$32,137.00	$36,862.00	$34,173.00
SWS #686 468-84987 (751527)	Group 3	$76,266.00	$69,775.00	$66,513.00	$75,218.00
Tallgrass Villas Addition	BID BOND				
	ADDENDA	0			
BID TOTAL		$128,141.00	120,181.00	118,134.00	124,161.00

		Engineer's Construction Estimate	Danco Enterprises Inc.	Forshee Plumbing LLC	
Water Distribution System 448-90645 (470190)	Group 1	$18,890.00	$14,600.00	$14,650.00	
Lat 93, Main 22, WIS 468-84986 (744375)	Group 2	$32,985.00	$54,792.00	$40,902.00	
SWS #686 468-84987 (751527)	Group 3	$76,266.00	$73,865.00	$71,365.00	
Tallgrass Villas Addition	BID BOND		X	X	
	ADDENDA	0			
BID TOTAL		$128,141.00	143,257.00	126,917.00	

		Engineer's Construction Estimate			
Water Distribution System 448-90645 (470190)	Group 1	$18,890.00			
Lat 93, Main 22, WIS 468-84986 (744375)	Group 2	$32,985.00			
SWS #686 468-84987 (751527)	Group 3	$76,266.00			
Tallgrass Villas Addition	BID BOND				
	ADDENDA	0			
BID TOTAL		$128,141.00			

CHECKED BY: KP

REVIEWED BY: SS

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440220

Sedan SportUtility CargoVan PickupTruck

Close Date/Time: 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Public Works and Utilities

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
DAVIS MOORE AUTO GROUP	Partial	$1,045,262.00	Award 12/9/14 Grps 4 & 13 Base Bid with All Options Public Works & Utilities Dept/Fleet & Facilities
RUSTY ECK FORD INC	Partial	$1,073,602.00	Award 12/9/14 Grps 10,11,12,15 & 16 Base Bid w/ All Options Public Works Dept/Fleet & Facilities
DON HATTAN CHEVROLET INC	Partial	$1,460,625.00	Award 12/9/14 Grps 1,2,3,5,6,7,8,9 & 14 Base Bid w/ All Options Public Works/Fleet & Fac Grp 16 DNMS

Top of the Page

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440220

Sedan SportUtility CargoVan PickupTruck

Close Date/Time: 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Return to the Bid List

Award Method: Group

Department: Public Works and Utilities

Responses: 3

Go to: 001

Line 001 | GROUP 1: New Unused Current Model 2WD Sport Utility Vehicle
Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	7	Each	$19,500.0000	$136,500.00	Complete	Chevrolet Equinox
DAVIS MOORE AUTO GROUP	7	Each	$20,078.0000	$140,546.00	Complete	Chevrolet Equinox One Maint Manual - 150
RUSTY ECK FORD INC	7	Each	$20,537.0000	$143,759.00	Complete	Ford Escape 2015

Line 002 | GROUP 1 - OPTION # 1 Four Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	1	Each	$0.0000	$0.00	Complete	N/A
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	
RUSTY ECK FORD INC	1	Each	$2,811.0000	$2,811.00	Complete	

Line 003 | GROUP 1 - OPTION # 2 All Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$0.0000	$0.00	Complete	N/A
DAVIS MOORE AUTO GROUP	1	Each	$1,610.0000	$1,610.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,800.0000	$1,800.00	Complete	

Line 004 | GROUP 1 - OPTION # 3 Amber LED Hide Away Strobe Lights in the Front and Rear Turn Signals

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	1	Each	$1,386.0000	$1,386.00	Complete	
RUSTY ECK FORD INC	1	Each	$1,422.0000	$1,422.00	Complete	

DON HATTAN CHEVROLET INC	1	Each	$1,550.0000	$1,550.00	Complete

Line 005 | GROUP 1 - OPTION # 4 Amber LED Top Mounted Strobe Light

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	1	Each	$434.0000	$434.00	Complete	
RUSTY ECK FORD INC	1	Each	$454.0000	$454.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$600.0000	$600.00	Complete	

Line 006 | GROUP 1 - OPTON # 5 Laptop Mount by JOTO Desk Installed. Model 425-5020R. Contact Information is rweyer@jottodesk.com or Approved Equal

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$438.0000	$438.00	Complete	
DAVIS MOORE AUTO GROUP	1	Each	$510.0000	$510.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$700.0000	$700.00	Complete	

Line 007 | GROUP 2: New Unused Current Model 2WD Sport Utility Vehicle GVWR 7,000
Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$30,500.0000	$30,500.00	Complete	Chevrolet Tahoe
RUSTY ECK FORD INC				**No Bid.**		
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 008 | GROUP 2 - OPTION # 1 Left Hand Spot Light

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$465.0000	$465.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 009 | GROUP 2 - OPTION # 2 Four Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$2,500.0000	$2,500.00	Complete	
RUSTY ECK FORD INC				**No Bid.**		
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 010 | GROUP 2 - OPTION # 3 LED Hideaway Lights in Headlights and Rear Turn Lights

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$475.0000	$475.00	Complete	
DAVIS MOORE AUTO GROUP					**No Bid.**	
RUSTY ECK FORD INC					**No Bid.**	

Line 011 | GROUP 2 - OPTION # 4 Both Front Fenders, Hood, Bumpers, and Rear Section Shall Be Painted Black. All Four Doors and Roof Shall Be Painted White.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$2,850.0000	$2,850.00	Complete	
RUSTY ECK FORD INC					**No Bid.**	
DAVIS MOORE AUTO GROUP					**No Bid.**	

Line 012 | GROUP 2 - OPTION # 5 Factory Standard Black

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	Standard
DAVIS MOORE AUTO GROUP					**No Bid.**	
RUSTY ECK FORD INC					**No Bid.**	

Line 013 | GROUP 2 - OPTION # 6 Fleet Key, Vehicles Shall Be Keyed Alike - THIS ITEM HAS BEEN DELETED. NO BID THIS ITEM

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	
RUSTY ECK FORD INC					**No Bid.**	
DAVIS MOORE AUTO GROUP					**No Bid.**	

Line 014 | GROUP 2 - OPTION # 7 Police Package

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$1,800.0000	$1,800.00	Complete	
DAVIS MOORE AUTO GROUP					**No Bid.**	
RUSTY ECK FORD INC					**No Bid.**	

Line 015 | GROUP 2 - OPTION # 8 Underbody Skid Plate Running From Behind Front Bumper to First Cross Member

Vendors	QTY	UOM	Price	Extended	Complete	Comments

				Cost	
DON HATTAN CHEVROLET INC	1	Each	$150.0000	$150.00	Complete
RUSTY ECK FORD INC				No Bid.	
DAVIS MOORE AUTO GROUP				No Bid.	

Line 016 | GROUP 2 - OPTION # 9 Wiring for Horn/Siren Circuit

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$75.0000	$75.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		
RUSTY ECK FORD INC				No Bid.		

Line 017 | GROUP 2 - OPTION # 10 Wiring for Grille Lamps and Speaker

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$125.0000	$125.00	Complete	
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTO GROUP				No Bid.		

Line 018 | GROUP 2 - OPTION # 11 Flasher System Headlamp and Tail Lamp

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$525.0000	$525.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		
RUSTY ECK FORD INC				No Bid.		

Line 019 | GROUP 2 - OPTION # 12 Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	White/Black/Gray/Silver
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTO GROUP				No Bid.		

Line 020 | GROUP 2 - OPTION # 13 Power Lockout (Rear Door Locks Inoperative/Only Open From Outside)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$100.0000	$100.00	Complete	

DAVIS MOORE AUTO GROUP	**No Bid.**
RUSTY ECK FORD INC	**No Bid.**

Line 021 | GROUP 3: New Unused Current Model 8,600 GVW Min. Extended Wheel Base Cargo Van
Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	2	Each	$24,700.0000	$49,400.00	Complete	Chevrolet Express 2500 Ext Cargo Van
RUSTY ECK FORD INC				**No Bid.**		
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 022 | GROUP 3 - OPTION # 1 LED Hideaway Strobes in Headlight and Taillight Housing Model VTX609A LED Whelen

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$1,285.0000	$1,285.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 023 | GROUP 3 - OPTION # 2 Light Stick (Arrow Board) Installed Over Rear Doors Must Be Whelen Super LED Model TACF 8SLED Arrow Board.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$1,550.0000	$1,550.00	Complete	
RUSTY ECK FORD INC				**No Bid.**		
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 024 | GROUP 3 - OPTION # 3 Vechicle Must Be Equipped with Amber Round 12-24V LED Strobe Light Mounted on Top, Center, Front of Van

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$675.0000	$675.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 025 | GROUP 3 - OPTION # 4 Electronically Controlled Drivers Seat

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$325.0000	$325.00	Complete	
RUSTY ECK FORD INC				**No Bid.**		

DAVIS MOORE AUTO GROUP	**No Bid.**

Line 026 | GROUP 3 - OPTION # 5 MCT Laptop Stand

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$1,250.0000	$1,250.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 027 | GROUP 3 - OPTION # 6 The Installation of a Mavron AVL-9 Animal Transport System. If This Option Is Taken, Then It is the Responsibility of the Winning Bidder to Drop Ship the Vehicle to Mavron INC. for the Installation of the AVL-9. Once the Vehicle is Finished, It Will Be Dropped Shipped Back to the City of Wichita. All Shipping Cost Will Be the Responsibility of the Winning Bidder.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$19,000.0000	$19,000.00	Complete	180 Days from Receipt of Chassis
RUSTY ECK FORD INC				**No Bid.**		
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 028 | GROUP 4: New Unused Current Model Full Size Police Four (4) Door RWD Sedan
Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	20	Each	$27,550.0000	$551,000.00	Complete	Dodge Charger One Main Manual - 150
RUSTY ECK FORD INC				**No Bid.**		
DON HATTAN CHEVROLET INC				**No Bid.**		

Line 029 | GROUP 4 - OPTION # 1 Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	1	Each	$0.0000	$0.00	Complete	
DON HATTAN CHEVROLET INC				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 030 | GROUP 4 - OPTION # 2 Trunk Air Circulation Fan from Package

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	1	Each	$80.0000	$80.00	Complete	
RUSTY ECK FORD INC				**No Bid.**		

DON HATTAN CHEVROLET INC	**No Bid.**

Line 031 | GROUP 4 - OPTION # 3 Left Hand Spot Light with LED Bulbs

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	1	Each	$321.0000	$321.00	Complete	
DON HATTAN CHEVROLET INC				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 032 | GROUP 4 - OPTION # 4 Minimum 5.7L V8 Engine

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	1	Each	$1,985.0000	$1,985.00	Complete	
RUSTY ECK FORD INC				**No Bid.**		
DON HATTAN CHEVROLET INC				**No Bid.**		

Line 033 | GROUP 4 - OPTION # 5 Eight Speed Transmission

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	1	Each	$0.0000	$0.00	Complete	N/A
DON HATTAN CHEVROLET INC				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 034 | GROUP 4 - OPTION # 6 Civilian Model

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	1	Each	$24,274.0000	$24,274.00	Complete	
RUSTY ECK FORD INC				**No Bid.**		
DON HATTAN CHEVROLET INC				**No Bid.**		

Line 035 | GROUP 5: New Unused Current Model One Ton Extended Wheel Base Cargo Van
Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$26,750.0000	$26,750.00	Complete	Chevrolet Express 3500 Ext Cargo Van
RUSTY ECK FORD INC				**No Bid.**		
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 036 | GROUP 5 - OPTION # 1 Ladder Rack: Weather Guard Aluminum Drop Down Ladder Rack EZ-Glide System or Approved Equal

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$1,850.0000	$1,850.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 037 | GROUP 5 - OPTION # 2 Shelving: Weather Guard Plumber/HVAC Package or Approved Equal

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$4,000.0000	$4,000.00	Complete	
RUSTY ECK FORD INC				**No Bid.**		
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 038 | GROUP 5 - OPTION # 3 Insulation for Cargo and Passenger Area to Include Walls and Ceilings 1/2" Reflective Type

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$2,650.0000	$2,650.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 039 | GROUP 5 - OPTION # 4 LED Hideway Strobes in Headlight and Tail Light Housing Model VTX609A LED Whelen

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$1,400.0000	$1,400.00	Complete	
RUSTY ECK FORD INC				**No Bid.**		
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 040 | GROUP 5 - OPTION # 5 Light Stick (Arrow Board) Intalled Over Rear Doors Must Be Whelen Super LED Model TACF 85LED Arrow Board

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$1,650.0000	$1,650.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 041 | GROUP 5 - OPTION # 6 Bulk Head Behind Driver and Passenger Area

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$750.0000	$750.00	Complete	
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTO GROUP				No Bid.		

Line 042 | GROUP 5 - OPTION # 7 One (1) Amber Round 12-24V LED Strobe Light Mounted on Top, Center, Front of Van

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$625.0000	$625.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		
RUSTY ECK FORD INC				No Bid.		

Line 043 | GROUP 5 - OPTION # 8 Full Body Window Package in Addition to Pop-Out Windows on Rear Doors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$550.0000	$550.00	Complete	
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTO GROUP				No Bid.		

Line 044 | GROUP 5 - OPTION # 9 Pipe Rack Mounted on Top of Van

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$950.0000	$950.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		
RUSTY ECK FORD INC				No Bid.		

Line 045 | GROUP 5 - OPTION # 10 3.7L Engine Minimum

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	($700.0000)	($700.00)	Complete	4.8 V/8 Non Flex Fuel
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTO GROUP				No Bid.		

Line 046 | GROUP 5 - OPTION # 11 Whelen Model JE2AAAA Light Bar. Light Bar Shall Include Rear, Side, and Front LED Amber Strobes and Controller

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

DON HATTAN CHEVROLET INC	1	Each	$2,950.0000	$2,950.00	Complete
DAVIS MOORE AUTO GROUP				No Bid.	
RUSTY ECK FORD INC				No Bid.	

Line 047 | GROUP 6: New Unused Current Model Extended Cab 2WD Compact Size Truck
Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	2	Each	$21,500.0000	$43,000.00	Complete	Chevrolet Colorado
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTO GROUP				No Bid.		

Line 048 | GROUP 6 - OPTION # 1 Towing Package with Heavy Duty Receiver Hitch (Tow Package to Include 7 Pin Trailer Plug Wired to the Rear of the Vehicle) Includes Trailer Brakes

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$500.0000	$500.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		
RUSTY ECK FORD INC				No Bid.		

Line 049 | GROUP 6 - OPTION # 2 Four Wheel Drive with Electronic Touch Control

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$4,000.0000	$4,000.00	Complete	
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTO GROUP				No Bid.		

Line 050 | GROUP 6 - OPTION # 3 Crew Cab

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$1,500.0000	$1,500.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		
RUSTY ECK FORD INC				No Bid.		

Line 051 | GROUP 6 - OPTION # 4 Multiple Factory Standard Colors with Clear Coat

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	White/Black/Silver/Gray

RUSTY ECK FORD INC	**No Bid.**
DAVIS MOORE AUTO GROUP	**No Bid.**

Line 052 | GROUP 6 - OPTION # 5 3.6 Liter Engine

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$1,200.0000	$1,200.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 053 | GROUP 6 - OPTION # 6 LED Hideway Strobes in Headlight and Tail Light Housings

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$1,400.0000	$1,400.00	Complete	
RUSTY ECK FORD INC				**No Bid.**		
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 054 | GROUP 6 - OPTION # 7 Lockable Hinged Tonneau Bed Cap

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$1,500.0000	$1,500.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 055 | GROUP 6 - OPTION # 8 Topper with Side and Rear Flip Open Windows

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$2,000.0000	$2,000.00	Complete	
RUSTY ECK FORD INC				**No Bid.**		
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 056 | GROUP 6 - OPTION # 9 Bed to be Line X Below the Rails

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$500.0000	$500.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 057 | GROUP 6 - OPTION # 10 Dual Vision DV231 Secure Recording Device with 32GB SDHC, Mounted to Upper Center of Vehicle Windshield, Light to be Mounted Above Recording Device. A Backup Camera Shall Be Installed to the Rear of Vehicle and Shall Be Connected to the DV231 for Recording. Contact Joe Legget at www.roscovision.com

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$3,250.0000	$3,250.00	Complete	
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTO GROUP				No Bid.		

Line 058 | GROUP 6 - OPTION # 11 Whelen Model JE2AAAA Light Bar, Overall Length to be 56.25". Light Bar Shall Include (4) CON3 LED Strobes on the Front with (2) Alley Lights and (2) Take Down Lights and TACTACD1 Controller.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$2,950.0000	$2,950.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		
RUSTY ECK FORD INC				No Bid.		

Line 059 | GROUP 6 - OPTION # 12 3" Tubular Stainless Steel Step Bar Assist Steps

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$500.0000	$500.00	Complete	
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTO GROUP				No Bid.		

Line 060 | GROUP 7: New Unused Current Model Full Size Police Four (4) Door Sedan
Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	13	Each	$20,100.0000	$261,300.00	Complete	Chevrolet Impala Police
DAVIS MOORE AUTO GROUP				No Bid.		
RUSTY ECK FORD INC				No Bid.		

Line 061 | GROUP 7 - OPTION # 1 Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	Silver/Black/White/Gray
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTO GROUP				No Bid.		

Line 062 | GROUP 7 - OPTION # 2 Headlamp and Tail Lamp Flashing System

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$450.0000	$450.00	Complete	
DAVIS MOORE AUTO GROUP					**No Bid.**	
RUSTY ECK FORD INC					**No Bid.**	

Line 063 | GROUP 7 - OPTION # 3 Left Side "A" Pillar Spot Lamp

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$350.0000	$350.00	Complete	
RUSTY ECK FORD INC					**No Bid.**	
DAVIS MOORE AUTO GROUP					**No Bid.**	

Line 064 | GROUP 7 - OPTION # 4 Grille Lamps and Siren Speaker Wiring

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$170.0000	$170.00	Complete	
DAVIS MOORE AUTO GROUP					**No Bid.**	
RUSTY ECK FORD INC					**No Bid.**	

Line 065 | GROUP 7 - OPTION # 5 Horn/Siren Circuit Wiring

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$75.0000	$75.00	Complete	
RUSTY ECK FORD INC					**No Bid.**	
DAVIS MOORE AUTO GROUP					**No Bid.**	

Line 066 | GROUP 7 - OPTION # 6 Inoperable Inside Rear Door Handles, Locks, and Window Switches

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$160.0000	$160.00	Complete	
DAVIS MOORE AUTO GROUP					**No Bid.**	
RUSTY ECK FORD INC					**No Bid.**	

Line 067 | GROUP 7 - OPTION # 7 Fleet Key

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

DON HATTAN CHEVROLET INC	1	Each	$50.0000	$50.00	Complete
RUSTY ECK FORD INC				**No Bid.**	
DAVIS MOORE AUTO GROUP				**No Bid.**	

Line 068 | GROUP 7 - OPTION # 8 Ignition Controlled Trunk Release

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$45.0000	$45.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 069 | GROUP 7 - OPTION # 9 Victory Red

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	N/A
RUSTY ECK FORD INC				**No Bid.**		
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 070 | GROUP 7 - OPTION # 10 Bi Fuel/CNG or Gasoline

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	N/A
DAVIS MOORE AUTO GROUP				**No Bid.**		
RUSTY ECK FORD INC				**No Bid.**		

Line 071 | GROUP 8: New Unused Current Model Cargo Van GVW 7,300 Min.
Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	3	Each	$21,900.0000	$65,700.00	Complete	Chevrolet Express 2500 Cargo Van
RUSTY ECK FORD INC	3	Each	$22,987.0000	$68,961.00	Complete	Ford Transit Low Roof 2015
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 072 | GROUP 8 - OPTION # 1 Ladder Rack: Weather Guard Aluminum Drop Down Ladder Rack EZ-Glide System or Approved Equal

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,665.0000	$1,665.00	Complete	

DON HATTAN CHEVROLET INC	1	Each	$1,850.0000	$1,850.00	Complete
DAVIS MOORE AUTO GROUP			**No Bid.**		

Line 073 | GROUP 8 - OPTION # 2 Shelving: Weather Guard Plumber/HVAC Package or Approved Equa

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$3,685.0000	$3,685.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$4,200.0000	$4,200.00	Complete	
DAVIS MOORE AUTO GROUP			**No Bid.**			

Line 074 | GROUP 8 - OPTION # 3 Insulation for Cargo and Passenger Area to Include Walls and Ceilings 1/2" Reflective Type

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$2,448.0000	$2,448.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$2,700.0000	$2,700.00	Complete	
DAVIS MOORE AUTO GROUP			**No Bid.**			

Line 075 | GROUP 8 - OPTION # 4 LED Hideway Strobes in Headlight and Tail Light Housing Model VTX609A LED Whelen

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,287.0000	$1,287.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,300.0000	$1,300.00	Complete	
DAVIS MOORE AUTO GROUP			**No Bid.**			

Line 076 | GROUP 8 - OPTION # 5 Light Stick (Arrow Board) Intalled Over Rear Doors Must Be Whelen Super LED Model TACF 85LED Arrow Board

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,437.0000	$1,437.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,625.0000	$1,625.00	Complete	
DAVIS MOORE AUTO GROUP			**No Bid.**			

Line 077 | GROUP 8 - OPTION # 6 Bulk Head Behind Driver and Passenger Area

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$596.0000	$596.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$750.0000	$750.00	Complete	

DAVIS MOORE AUTO GROUP				No Bid.		

Line 078 | GROUP 8 - OPTION # 7 Vehicle Must Be Equipped with One (1) Amber Round 12-24V LED Strobe Light Mounted on Top, Center, Front of Van

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$488.0000	$488.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$625.0000	$625.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 079 | GROUP 8 - OPTION # 8 Full Body Window Package in Addition to Pop-Out Windows on Rear Doors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$380.0000	$380.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$650.0000	$650.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 080 | GROUP 8 - OPTION # 9 Pipe Rack Mounted on Top of Van

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$767.0000	$767.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$925.0000	$925.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 081 | GROUP 8 - OPTION # 10 3.5L Engine Minimum

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	Standard
RUSTY ECK FORD INC	1	Each	$0.0000	$0.00	Complete	No Charge
DAVIS MOORE AUTO GROUP				No Bid.		

Line 082 | GROUP 8 - OPTION # 11 3/4 Ton Cargo Van

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	
RUSTY ECK FORD INC	1	Each	$1,138.0000	$1,138.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 083 | GROUP 8 - OPTION # 12 Whelen Model JE2AAAA Light Bar. Light Bar Shall Include Rear, Side, and Front LED Amber Strobes and Controller.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$2,668.0000	$2,668.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$3,000.0000	$3,000.00	Complete	
DAVIS MOORE AUTO GROUP			**No Bid.**			

Line 084 | GROUP 8 - OPTION # 13 GoLight Stryker LED Remote Control 320,000 Candlepower Spotlight, Black in Color Mounted to the Roof

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$877.0000	$877.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,050.0000	$1,050.00	Complete	
DAVIS MOORE AUTO GROUP			**No Bid.**			

Line 085 | GROUP 8 - OPTION # 14 1,500 Watt Power Inverter

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,890.0000	$1,890.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$2,100.0000	$2,100.00	Complete	
DAVIS MOORE AUTO GROUP			**No Bid.**			

Line 086 | GROUP 8 - OPTION# 15 Weather Guard Shelving Street Side Model # 9645-3-01, 9912-3-01, 9918-3-01, 9912-3-01, 9344-3-01, Curb Side Model # 9645-3-01, 9912-3-01, and A/C Tech All Aluminum Cabinet 50" Tall x 18" Wide x 18" Depth. SHELVING MODEL NUMBERS MAY CHANGE DEPENDING ON THE VEHICLE TYPE PURCHASED. All Shelving and Cabinets Shall Be Installed Using Bolts and Lock Nuts (SHEET METAL SCREWS WILL NOT BE ACCEPTED)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$6,287.0000	$6,287.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$6,600.0000	$6,600.00	Complete	
DAVIS MOORE AUTO GROUP			**No Bid.**			

Line 087 | GROUP 8 - OPTION # 16 Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	White - Standard Gray-Add 150 Silver-Add 150 Blue-Add 150
RUSTY ECK FORD INC	1	Each	$0.0000	$0.00	Complete	Standard No Charge Vermillion Red/White/School Bus Yellow

DAVIS MOORE AUTO GROUP			No Bid.			

Line 088 | GROUP 9: New Unused Current Model Two Wheel Drive, 6,400 GVW Regular Cab, Eight Foot Bed Pickup Truck Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$20,200.0000	$20,200.00	Complete	Chevrolet 1500 Reg Cab
RUSTY ECK FORD INC	1	Each	$20,538.0000	$20,538.00	Complete	Ford F150 2015
DAVIS MOORE AUTO GROUP			No Bid.			

Line 089 | GROUP 9 - OPTION # 1 Extended Cab with a Standard Six Foot Minimum Bed

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$2,600.0000	$2,600.00	Complete	
RUSTY ECK FORD INC	1	Each	$3,448.0000	$3,448.00	Complete	
DAVIS MOORE AUTO GROUP			No Bid.			

Line 090 | GROUP 9 - OPTION # 2 Extended (Super) Cab with a Standard Eight Foot Minimum Bed

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	N/A
RUSTY ECK FORD INC	1	Each	$4,468.0000	$4,468.00	Complete	
DAVIS MOORE AUTO GROUP			No Bid.			

Line 091 | GROUP 9 - OPTION # 3 Crew Cab with a Standard 5 1/2 Foot Minimum Bed.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$5,300.0000	$5,300.00	Complete	
RUSTY ECK FORD INC	1	Each	$5,598.0000	$5,598.00	Complete	
DAVIS MOORE AUTO GROUP			No Bid.			

Line 092 | GROUP 9 - OPTION # 4 Rhino Lining, Under Rail, Including Tailgate

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$600.0000	$600.00	Complete	
RUSTY ECK FORD INC	1	Each	$630.0000	$630.00	Complete	
DAVIS MOORE AUTO GROUP			No Bid.			

Line 093 | GROUP 9 - OPTION # 5 Directional Arrow Stick Model: Whelen LED Arrow Board Model TACF-85 with 35 Foot Cord (Placement will be Determined at Time of Build).

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,467.0000	$1,467.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,650.0000	$1,650.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 094 | GROUP 9 - OPTION # 6 Headache Rack, RKI Model WG 10 or Approved Equal.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$687.0000	$687.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$850.0000	$850.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 095 | GROUP 9 - OPTION # 7 LED Hideaway Strobes in Front Headlights Housing and Rear Tail Light Housing. Color to be Determined at Build. Contact Mike Nordick at 316-268-4040.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,286.0000	$1,286.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,500.0000	$1,500.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 096 | GROUP 9 - OPTION # 8 Four Wheel Drive with Electronic Touch Control

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$3,600.0000	$3,600.00	Complete	
RUSTY ECK FORD INC	1	Each	$4,428.0000	$4,428.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 097 | GROUP 9 - OPTION # 9 Fiberglass Topper with Lockable Swing Up Side and Rear Windows Painted to Match Truck (Colors May Vary). Windows Shall be Glass

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,820.0000	$1,820.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$2,100.0000	$2,100.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 098 | GROUP 9 - OPTION # 10 Whelen Model JE2AAAA Light Bar, Overall Length to be 56.25". Light Bar Shall Include (4) four CON3 LED Strobes on the Front with (2) two Alley Lights and (2) two Take Down Lights and a

TACTACD1 Controller

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$2,688.0000	$2,688.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$3,000.0000	$3,000.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 099 | GROUP 9 - OPTION # 11 Aluminum Tread Plate Standard Saddle Box with Lockable Lid

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$797.0000	$797.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$900.0000	$900.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 100 | GROUP 9 - OPTION # 12 Full Size Bed Slide Tray with 12" Removable Sides and End

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,364.0000	$1,364.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,450.0000	$1,450.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 101 | GROUP 9 - OPTION # 13 Cloth Seats Must be Adjustable Forward and Backward as well as Reclining

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$0.0000	$0.00	Complete	Standard
DON HATTAN CHEVROLET INC	1	Each	$125.0000	$125.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 102 | GROUP 9 - OPTION # 14 Whelen SX8BBRR 48.5" LFL Liberty Series Light Bar Installed on Cab of Truck

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$4,288.0000	$4,288.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$4,600.0000	$4,600.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 103 | GROUP 9 - OPTION # 15 Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	Silver/White/Black/Red/Gray/ Brownstone
RUSTY ECK FORD INC	1	Each	$0.0000	$0.00	Complete	Race Red/Blue Jeans/Silver
DAVIS MOORE AUTO GROUP				No Bid.		

Line 104 | GROUP 9 - OPTION # 16 Cloth Bucket Seats Must be Adjustable Forward and Backward as well as Reclining

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$240.0000	$240.00	Complete	N/A on Regular Super Duty and Crew Cab Bucket Seat
DON HATTAN CHEVROLET INC	1	Each	$2,800.0000	$2,800.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 105 | GROUP 9 - OPTION # 17 5.0L Minimum Engine with Active Fuel Management

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,360.0000	$1,360.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,800.0000	$1,800.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 106 | GROUP 9 - OPTION # 18 Victory or Race Red

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$0.0000	$0.00	Complete	Race Red
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	Standard
DAVIS MOORE AUTO GROUP				No Bid.		

Line 107 | GROUP 9 - OPTION # 19 Lockable Bed Cap

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,298.0000	$1,298.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,500.0000	$1,500.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 108 | GROUP 9 - OPTION # 20 3" Tubular Stainless Steel Nerf Bars

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$392.0000	$392.00	Complete	

DON HATTAN CHEVROLET INC	1	Each	$600.0000	$600.00	Complete
DAVIS MOORE AUTO GROUP	No Bid.				

Line 109 | GROUP 10: New Unused Current Model Two Wheel Drive, 10,400 GVW Regular Cab and Chasis w/Standard Bed Pickup Truck Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	5	Each	$31,857.0000	$159,285.00	Complete	Ford F350 Super Duty 11000 GVW
DON HATTAN CHEVROLET INC	5	Each	$32,100.0000	$160,500.00	Complete	Chevrolet 3500 Reg Cab
DAVIS MOORE AUTO GROUP	No Bid.					

Line 110 | GROUP 10 - OPTION # 1 Extended Cab, Quad Cab or Double Cab

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$3,188.0000	$3,188.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$3,200.0000	$3,200.00	Complete	
DAVIS MOORE AUTO GROUP	No Bid.					

Line 111 | GROUP 10 - OPTION # 2 Crew Cab

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$4,187.0000	$4,187.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$4,300.0000	$4,300.00	Complete	
DAVIS MOORE AUTO GROUP	No Bid.					

Line 112 | GROUP 10 -OPTION # 3 Four Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$3,000.0000	$3,000.00	Complete	
RUSTY ECK FORD INC	1	Each	$3,243.0000	$3,243.00	Complete	
DAVIS MOORE AUTO GROUP	No Bid.					

Line 113 | GROUP 10 - OPTION# 4 Tommy Lift, G2 Series W 55 x 42 Inch Platform

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$4,289.0000	$4,289.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$4,900.0000	$4,900.00	Complete	

DAVIS MOORE AUTO GROUP				No Bid.		

Line 114 | GROUP 10 - OPTION # 5 Headache Rack, RKI Model WG 10 or Approved Equal

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$855.0000	$855.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,200.0000	$1,200.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 115 | GROUP 10 - OPTION # 6 Pipe Rack Which Inables Hauling 20 Foot Pieces

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,967.0000	$1,967.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$2,100.0000	$2,100.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 116 | GROUP 10 - OPTION # 7 Tool Box 24" X 18" X 18" Painted Black/Left Loose

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$224.0000	$224.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$450.0000	$450.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 117 | GROUP 10 - OPTION # 8 Utility Body (Wheel Base Shall Be Adjusted for This Option). See Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$8,500.0000	$8,500.00	Complete	
RUSTY ECK FORD INC	1	Each	$8,563.0000	$8,563.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 118 | GROUP 10 - OPTION # 9 Aluminum Tread Plate Standard Saddle Box with Lockable Lid

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$787.0000	$787.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$950.0000	$950.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 119 | GROUP 11: New Unused Current Model Pickup Trucks 2x2 9,500 GVW Regular Cab and Chassis
Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	8	Each	$23,837.0000	$190,696.00	Complete	Ford F250 Super Duty 10000 GVW
DON HATTAN CHEVROLET INC	8	Each	$24,300.0000	$194,400.00	Complete	Chevrolet 2500 Reg Cab
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 120 | GROUP 11 - OPTION # 1 Extended Cab, Quad Cab, or Double Cab with a Standard Six Foot Minimum Bed

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$2,000.0000	$2,000.00	Complete	
RUSTY ECK FORD INC	1	Each	$2,080.0000	$2,080.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 121 | GROUP 11 - OPTION # 2 Extended Cab, Quad Cab, or Double Cab with a Standard Eight Foot Minimum Bed

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$2,379.0000	$2,379.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$2,400.0000	$2,400.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 122 | GROUP 11 - OPTION # 3 Crew Cab with a Standard 5 1/2 Foot Minimum Bed

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$3,496.0000	$3,496.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$3,500.0000	$3,500.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 123 | GROUP 11 - OPTION # 4 Rhino Lining, Under Rail, Including Tailgate

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$610.0000	$610.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$850.0000	$850.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 124 | GROUP 11 - OPTION # 5 Directional Arrow Stick Model: Whelen LED Arrow Board Model TACF-85 with 35 Foot Cord (Placement Will BE Determined at Time of Build).

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,488.0000	$1,488.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,650.0000	$1,650.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 125 | GROUP 11 - OPTION # 6 Headache Rack, RKI Model WG 10 or Approved Equal

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$625.0000	$625.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$850.0000	$850.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 126 | GROUP 11 - OPTION # 7 LED Hideaway Strobes in Front Headlights Housing and Rear Tail Light Housing. Color to be Determined at Build. Contact Mike Nordick at 316-268-4040.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,297.0000	$1,297.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,600.0000	$1,600.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 127 | GROUP 11 - OPTION # 8 Four Wheel Drive with Electronic Touch Control

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$2,600.0000	$2,600.00	Complete	
RUSTY ECK FORD INC	1	Each	$3,193.0000	$3,193.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 128 | GROUP 11 - OPTION # 9 Fiberglass Topper with Lockable Swing Up Side and Rear Windows Painted to Match Truck (Colors May Vary). Windows Shall be Glass

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,820.0000	$1,820.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$2,100.0000	$2,100.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 129 | GROUP 11 - OPTION # 10 Whelen Model JE2AAAA Light Bar, Overall Length to be 56.25". Light Bar Shall Include (4) CON3 LED Strobes on the Front with (2) Alley Lights and (2) Take Down Lights and a TACTACD1 Controller

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

RUSTY ECK FORD INC	1	Each	$2,738.0000	$2,738.00	Complete
DON HATTAN CHEVROLET INC	1	Each	$2,950.0000	$2,950.00	Complete
DAVIS MOORE AUTO GROUP				**No Bid.**	

Line 130 | GROUP 11 - OPTION # 11 Aluminum Tread Plate Standard Saddle Box with Lockable Lid

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$798.0000	$798.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$950.0000	$950.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 131 | GROUP 11 - OPTION # 12 Full Size Bed Slide Tray with 12" Removable Sides and End

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,364.0000	$1,364.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,500.0000	$1,500.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 132 | GROUP 11 - OPTION# 13 Whelen SX8BBRR 48.5" LFL Liberty Series Light Bar Installed on Cab of Truck

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$4,341.0000	$4,341.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$4,500.0000	$4,500.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 133 | GROUP 11 - OPTION # 14 Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	White/Silver/Black/Red/ Brownstone/Tungsten
RUSTY ECK FORD INC	1	Each	$0.0000	$0.00	Complete	Vermillion Red/Ingot Silver/ Gem Green/ Blue Jeans
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 134 | GROUP 11 - OPTION # 15 Bucket Seats

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$488.0000	$488.00	Complete	Vinyl on Reg Cab and Cloth on Super Duty

DON HATTAN CHEVROLET INC	1	Each	$4,200.0000	$4,200.00	Complete
DAVIS MOORE AUTO GROUP				No Bid.	

Line 135 | GROUP 11 - OPTION # 16 6.0L Minimum Engine with Active Fuel Management

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	Standard
RUSTY ECK FORD INC	1	Each	$0.0000	$0.00	Complete	Standard 6.2 V.8
DAVIS MOORE AUTO GROUP				No Bid.		

Line 136 | GROUP 11 - OPTION # 17 Victory Red or Vermillion Red

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$0.0000	$0.00	Complete	Vermillion Red
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 137 | GROUP 11 - OPTION # 18 Lockable Bed Cap

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,385.0000	$1,385.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,500.0000	$1,500.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 138 | GROUP 11 - OPTION # 19 1,500 LB Capacity Tommy Lift Gate

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$4,600.0000	$4,600.00	Complete	
RUSTY ECK FORD INC	1	Each	$5,459.0000	$5,459.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 139 | GROUP 11 - OPTION # 20 Topper Knapheide Model KKL83B or Approved Equal, Painted to Match Chassis

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$4,900.0000	$4,900.00	Complete	
RUSTY ECK FORD INC	1	Each	$5,535.0000	$5,535.00	Complete	
DAVIS MOORE AUTO						

GROUP				No Bid.		

Line 140 | GROUP 11 - OPTION # 21 Front Mounted Brush Guards Westin Model HDX or Approved Equal, Black

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$874.0000	$874.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,200.0000	$1,200.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 141 | GROUP 11 - OPTION # 22 Flood Lights Mounted on Ends of Headache Rack Manually Operated 200,000 Candle Watt Minimum

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$893.0000	$893.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,100.0000	$1,100.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 142 | GROUP 11 - OPTION # 23 3" Tubular Stainless Steel Nerf Bars

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$392.0000	$392.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$600.0000	$600.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 143 | GROUP 11 - OPTION # 24 Utility Body. See Specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$11,237.0000	$11,237.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$11,600.0000	$11,600.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 144 | GROUP 12: New Unused Current Model Mid Size Sedan Four (4) door
Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	5	Each	$19,539.0000	$97,695.00	Complete	Ford Fusion SE Model 2015
DON HATTAN CHEVROLET INC	5	Each	$19,700.0000	$98,500.00	Complete	Chevrolet Malibu
DAVIS MOORE AUTO GROUP	5	Each	$22,850.0000	$114,250.00	Complete	Chevrolet Malibu One Maint Manual - 150

Line 145 | GROUP 12 - OPTION # 1 Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	Silver/White/Gray/Blue/ Champagne
RUSTY ECK FORD INC	1	Each	$0.0000	$0.00	Complete	Met Silver/Black
DAVIS MOORE AUTO GROUP	1	Each	$0.0000	$0.00	Complete	Silver Ice/White/Ashen Gray/Champagne/ Atlantis Blue

Line 146 | GROUP 13: New Unused Current Model 2WD 16,000 GVW Single Cab Dual Wheel with Stake Side Flat Bed and Lift Gate Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	1	Each	$50,227.0000	$50,227.00	Complete	Ram 4500 One Maint Manual - 150
RUSTY ECK FORD INC	1	Each	$51,797.0000	$51,797.00	Complete	Ford F 450 Super Duty 2015
DON HATTAN CHEVROLET INC				**No Bid.**		

Line 147 | GROUP 13 - OPTION # 1 6.7 Liter Diesel. If This Option is Taken Then A Six Speed Transmission and Dual Batteries is Required.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$7,673.0000	$7,673.00	Complete	
DAVIS MOORE AUTO GROUP	1	Each	$9,072.0000	$9,072.00	Complete	
DON HATTAN CHEVROLET INC				**No Bid.**		

Line 148 | GROUP 13 - OPTION # 2 Extended Cab, Quad Cab, or Double Cab.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	1	Each	$0.0000	$0.00	Complete	Only Regular and Crew
RUSTY ECK FORD INC	1	Each	$2,387.0000	$2,387.00	Complete	
DON HATTAN CHEVROLET INC				**No Bid.**		

Line 149 | GROUP 13 - OPTION # 3 Crew Cab

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	1	Each	$3,300.0000	$3,300.00	Complete	
RUSTY ECK FORD INC	1	Each	$3,392.0000	$3,392.00	Complete	
DON HATTAN CHEVROLET INC				**No Bid.**		

Line 150 | GROUP 13 - OPTION # 4 Four Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTO GROUP	1	Each	$3,100.0000	$3,100.00	Complete	
RUSTY ECK FORD INC	1	Each	$3,264.0000	$3,264.00	Complete	
DON HATTAN CHEVROLET INC				No Bid.		

Line 151 | GROUP 14: New Unused Current Model 13,200 GVWR Cab & Chassis with 11 Foot Stake Bed Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	3	Each	$36,500.0000	$109,500.00	Complete	Chevrolet 3500 Reg Cab
RUSTY ECK FORD INC				No Bid.		
DAVIS MOORE AUTO GROUP				No Bid.		

Line 152 | GROUP 14 - OPTION # 1 Minimum 6.6 Liter Displacement Diesel HD Fuel System Equipped with Anti-Moisture System to Include Filter, Dash Warning Light, Heavy Duty Cooling System, with Protection to -25 Degrees F. If This Option is Selected, Then Dual Batteries are Required.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$7,400.0000	$7,400.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		
RUSTY ECK FORD INC				No Bid.		

Line 153 | GROUP 15: New Unused Current Model 16,000 GVW Regular Cab and Chassis with Two (2) Cubic Yard Dump Bed w/Three (3) Cubic Yard Ends Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	2	Each	$66,213.0000	$132,426.00	Complete	Ford F 450 2015
DAVIS MOORE AUTO GROUP	2	Each	$66,773.0000	$133,546.00	Complete	Ram 4500 One Maint Manual - 150
DON HATTAN CHEVROLET INC				No Bid.		

Line 154 | GROUP 15 - OPTION # 1 Minimum 6.7 Liter Displacement Diesel HD Fuel System Equipped with Anti-Moisture System to Include Filter, Dash Warning Light, Siphoning Sytem, and Dual Alternators. If This Option is Taken, Then a Six Speed Transmission and Dual Batteries are Required.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$7,673.0000	$7,673.00	Complete	
DAVIS MOORE AUTO GROUP	1	Each	$9,621.0000	$9,621.00	Complete	
DON HATTAN CHEVROLET INC				No Bid.		

Line 155 | GROUP 16: New Unused Current Model 7 Passenger 2WD Sport Utility Vehicle

Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$24,700.0000	$24,700.00	Complete	Chevrolet Traverse
RUSTY ECK FORD INC	1	Each	$29,483.0000	$29,483.00	Complete	Ford Explorer 2015
DAVIS MOORE AUTO GROUP				No Bid.		

Line 156 | GROUP 16 - OPTION # 1 Four Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	N/A
RUSTY ECK FORD INC	1	Each	$1,847.0000	$1,847.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 157 | GROUP 16 - OPTION # 2 All Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$0.0000	$0.00	Complete	N/A
DON HATTAN CHEVROLET INC	1	Each	$2,600.0000	$2,600.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 158 | GROUP 16 - OPTION # 3 Hide Away Strobe Lights in the Front and Rear Turn Signals

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,386.0000	$1,386.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,650.0000	$1,650.00	Complete	
DAVIS MOORE AUTO GROUP				No Bid.		

Line 159 | GROUP 16 - OPTION # 4 Top Mounted Strobe Light

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$434.0000	$434.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$650.0000	$650.00	Complete	
DAVIS MOORE AUTO GROUP				*No Bid.*		

Line 160 | GROUP 16 - OPTION # 5 Laptop Mount by JOTO Desk Installed. Contact Information is rweyer@jottodesk.com or Approved Equal.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

RUSTY ECK FORD INC	1	Each	$420.0000	$420.00	Complete
DON HATTAN CHEVROLET INC	1	Each	$650.0000	$650.00	Complete
DAVIS MOORE AUTO GROUP				**No Bid.**	

Line 161 | GROUP 10 - OPTION # 10 Dual Rear Wheels

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$1,800.0000	$1,800.00	Complete	
RUSTY ECK FORD INC	1	Each	$2,110.0000	$2,110.00	Complete	Duals 17 Tires
DAVIS MOORE AUTO GROUP				**No Bid.**		

Line 162 | GROUP 11 - OPTION # 25 Telescopic Sliding Roof PN: TSR96D38J or Approved Equal

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RUSTY ECK FORD INC	1	Each	$1,584.0000	$1,584.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,750.0000	$1,750.00	Complete	
DAVIS MOORE AUTO GROUP				**No Bid.**		

Top of the Page

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440223 **Asphalt, Hot & Cold Mix** **Close Date/Time:** 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Purchasing Department

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
CONSPEC INC DBA KANSAS PAVING	Complete	$494,000.00	Award 12/09/14 Various Departments, Boards & Agencies
CORNEJO & SONS LLC	Complete	$506,675.00	

Top of the Page

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440223 **Asphalt, Hot & Cold Mix** **Close Date/Time:** 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Group

Department: Purchasing Department **Responses:** 2

Go to: 001

Line 001 | COLD POLYMERIZED ASPHALTIC CONCRETE MIX - AT PLANT Summer Pricing Apr 1st - Nov 30th

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONSPEC INC DBA KANSAS PAVING	50	Ton	$95.0000	$4,750.00	Complete	
CORNEJO & SONS LLC	50	Ton	$96.5000	$4,825.00	Complete	

Line 002 | COLD POLYMERIZED ASPHALTIC CONCRETE MIX - AT PLANT Winter Pricing Dec 1st - Mar 31st

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CORNEJO & SONS LLC	50	Ton	$105.0000	$5,250.00	Complete	
CONSPEC INC DBA KANSAS PAVING	50	Ton	$105.0000	$5,250.00	Complete	

Line 003 | COLD POLYMERIZED ASPHALTIC CONCRETE MIX - DELIVERED TO 2901 E 33RD NORTH Summer Pricing Apr 1st - Nov 30th

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CORNEJO & SONS LLC	200	Ton	$101.0000	$20,200.00	Complete	
CONSPEC INC DBA KANSAS PAVING	200	Ton	$102.0000	$20,400.00	Complete	

Line 004 | COLD POLYMERIZED ASPHALTIC CONCRETE MIX - DELIVERED TO 2901 E 33RD NORTH Winter Pricing Dec 1st - Mar 31st

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONSPEC INC DBA KANSAS PAVING	200	Ton	$107.0000	$21,400.00	Complete	
CORNEJO & SONS LLC	200	Ton	$110.0000	$22,000.00	Complete	

Line 005 | COLD POLYMERIZED ASPHALTIC CONCRETE MIX - DELIVERED TO 5801 W 3RD ST Summer Pricing Apr 1st - Nov 30th

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CORNEJO & SONS LLC	200	Ton	$101.0000	$20,200.00	Complete	
CONSPEC INC DBA KANSAS PAVING	200	Ton	$102.0000	$20,400.00	Complete	

Line 006 | COLD POLYMERIZED ASPHALTIC CONCRETE MIX - DELIVERED TO 5801 W 3RD ST Winter Pricing Dec 1st - Mar 31st

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONSPEC INC DBA KANSAS PAVING	200	Ton	$107.0000	$21,400.00	Complete	
CORNEJO & SONS LLC	200	Ton	$110.0000	$22,000.00	Complete	

Line 007 | COLD POLYMERIZED ASPHALTIC CONCRETE MIX - DELIVERED TO 1801 S MCLEAN BLVD Summer Pricing Apr 1st - Nov 30th

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONSPEC INC DBA KANSAS PAVING	200	Ton	$102.0000	$20,400.00	Complete	
CORNEJO & SONS LLC	200	Ton	$102.0000	$20,400.00	Complete	

Line 008 | COLD POLYMERIZED ASPHALTIC CONCRETE MIX - DELIVERED TO 1801 S MCLEAN BLVD Winter Pricing Dec 1st - Mar 31st

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CORNEJO & SONS LLC	200	Ton	$111.0000	$22,200.00	Complete	
CONSPEC INC DBA KANSAS PAVING	200	Ton	$125.0000	$25,000.00	Complete	

Line 009 | COLD POLYMERIZED ASPHALTIC CONCRETE MIX - DELIVERED TO 1825 S MCLEAN BLVD Summer Pricing Apr 1st - Nov 30th

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CORNEJO & SONS LLC	200	Ton	$102.0000	$20,400.00	Complete	
CONSPEC INC DBA KANSAS PAVING	200	Ton	$120.0000	$24,000.00	Complete	

Line 010 | COLD POLYMERIZED ASPHALTIC CONCRETE MIX - DELIVERED TO 1825 S MCLEAN BLVD Winter Pricing Dec 1st - Mar 31st

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CORNEJO & SONS LLC	200	Ton	$111.0000	$22,200.00	Complete	
CONSPEC INC DBA KANSAS PAVING	200	Ton	$125.0000	$25,000.00	Complete	

Line 011 | HOT MIX ASPHALT - AT PLANT Summer Pricing Apr 1st - Nov 30th

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONSPEC INC DBA KANSAS PAVING	3000	Ton	$50.0000	$150,000.00	Complete	
CORNEJO & SONS LLC	3000	Ton	$51.0000	$153,000.00	Complete	

Line 012 | HOT MIX ASPHALT - AT PLANT Winter Pricing Dec 1st - Mar 31st

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONSPEC INC DBA	3000	Ton	$52.0000	$156,000.00	Complete	

KANSAS PAVING

CORNEJO & SONS LLC	3000	Ton	$58.0000	$174,000.00	Complete

Top of the Page

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440225

High Pressure Sewer Cleaners 42,000 GVW

Close Date/Time: 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 1

Vendors	Complete	Bid Total	City Comments
KEY EQUIPMENT & SUPPLY CO	Complete	$519,337.00	Award 12-9-14 Base Bid with Options 1, 3 & 4 Public Works & Utilities Dept/Sewer Maintenance Div.

Top of the Page

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440225

High Pressure Sewer Cleaners 42,000 GVW

Close Date/Time: 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Go to: 001

Return to the Bid List

Responses: 1

Line 001 | Base Bid: New Current Model High Pressure Sewer Cleaner Mounted on 56,000 GVW Extended Cab & Chassis. Sewer Cleaner Manufacturer:_____ Model:_____ Year:_____ Cab & Chassis Manufacturer:_____ Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KEY EQUIPMENT & SUPPLY CO	2	Each	$283,400.0000	$566,800.00	Complete	Sewer Equipment Co of America 800HPR 2015 and Freightliner M2 106 2016

Line 002 | Option 1: Video Back Up Camera for Vehicle. Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KEY EQUIPMENT & SUPPLY CO	1	Each	$0.0000	$0.00	Complete	Included

Line 003 | Option 2: Rear Suspension System- Chalmers or Haulmax Rear Suspension System (heavy duty rubber type suspension only, no leaf spring type suspension will be allowed). Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KEY EQUIPMENT & SUPPLY CO	1	Each	$2,537.0000	$2,537.00	Complete	

Line 004 | Option 3: Provide ECO Style High Pressure Cleaner in Lieu of Standard High Pressure Cleaner. Cost per Vehicle.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KEY EQUIPMENT & SUPPLY CO	1	Each	$0.0000	$0.00	Complete	Included

Line 005 | Option 4: Trade-In Allowance for One (1) 2001 Freightliner with 2009 SECA HPC Cleaner 42,000 GVW, City Equipment Number 10-0312. Deduct Amount.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KEY EQUIPMENT & SUPPLY CO	1	Each	($50,000.0000)	($50,000.00)	Complete	

Top of the Page

City of Wichita, Kansas

BID RESULTS

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

Vendor Group Line

Solicitation: FB440226 **Trees, Ornamental & Shade** **Close Date/Time:** 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Parks

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
JOHN DEERE LANDSCAPES	Complete	$60,095.00	Defer to 12/15/2014 Park & Recretion Dept/Forestry Division
JOHNSONS GARDEN CENTER INC	Partial	$52,846.25	

Top of the Page

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440227

20,000 GVW Step Van/58,000 GVWR Dump Trk

Close Date/Time: 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
OMAHA TRUCK CENTER dba Truck Center Companies	Complete	$232,802.00	Award 12-9-14 Group 1 Base Bid with Option 1 & 2 PW&U/ Fleet & Facilities Div
ROBERTS TRUCK CENTER LLC dba Summit Truck Group	Partial	$93,492.00	Award 12-9-14 Group 2 Base Bid with Options 1-3 PW&U/Fleet & Facilities Div

Top of the Page

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440227

20,000 GVW Step Van/58,000 GVWR Dump Trk

Close Date/Time: 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Return to the Bid List

Award Method: Group

Department: Public Works Fleet & Facilities

Responses: 2

Go to: 001

Line 001 | Group 1- Base Bid: New Current Model 20,000 GVW Step Van Manufacturer:_____ Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	$105,927.0000	$105,927.00	Complete	Freightliner MT 55 2015
ROBERTS TRUCK CENTER LLC				No Bid.		

Line 002 | Group 1- Option 1: Compressor

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	$15,951.0000	$15,951.00	Complete	
ROBERTS TRUCK CENTER LLC				No Bid.		

Line 003 | Group 1- Option 2: Custom Shelving Package. Lump Sum Amount.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Lump Sum	$14,863.0000	$14,863.00	Complete	
ROBERTS TRUCK CENTER LLC				No Bid.		

Line 004 | Group 1- Option 3: Trade-In Allowance for One (1) 2006 Freightliner MT55 Step Van, City ID No. 001248, Serial No. 4UZAARBW06CX13555.. Deduct Amount.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	($3,800.0000)	($3,800.00)	Complete	
ROBERTS TRUCK CENTER LLC				No Bid.		

Line 005 | Group 2- Base Bid: New Current Model 58,000 GVWR Cab & Chassis with New Current Model Twelve (12) Cubic Yard Dump Bed with Fourteen (14) Cubic Yard Ends to be Installed Complete (Supplement A) Cab & Chassis Manufacturer:_____ Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

ROBERTS TRUCK CENTER LLC	1	Each	$128,492.0000	$128,492.00	Complete	2016 International 7400
OMAHA TRUCK CENTER	1	Each	$134,861.0000	$134,861.00	Complete	Freightliner M2 106 2016

Line 006 | Group 2- Option 1: Trade-In Allowance for 2005 Freightliner M2106, Serial No. 1FVHCYDJ75HV60378, City ID No. 000837. Deduct Amount.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	($35,000.0000)	($35,000.00)	Complete	
OMAHA TRUCK CENTER	1	Each	($35,000.0000)	($35,000.00)	Complete	

Line 007 | Group 2- Option 2: Engine Programmed to Shut Off After Five Minutes of Idling

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	$0.0000	$0.00	Complete	Included
ROBERTS TRUCK CENTER LLC	1	Each	$0.0000	$0.00	Complete	Included

Line 008 | Group 2- Option 3: Air Operated Tailgate

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	$0.0000	$0.00	Complete	Included
OMAHA TRUCK CENTER	1	Each	$0.0000	$0.00	Complete	Included

Top of the Page

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440229 **Deck Crane 9 Ton** **Close Date/Time:** 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities **Responses:** 1

Vendors	Complete	Bid Total	City Comments
KIRBY-SMITH MACHINERY INC	Complete	$141,720.00	Award 12-9-14 Public Works & Utilities Dept/Sewer Maintenance Division

Top of the Page

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440230 **Interior & Ext Modifications One House** **Close Date/Time:** 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Housing and Community Services

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
NEW WINDOWS FOR AMERICA LLC	Complete	$26,250.00	Award 12-9-14 Housing & Community Services Dept/Public Housing Division
ARAMBULA CONSTRUCTION CO INC	Complete	$28,870.00	
S & A CONSTRUCTION INC	Complete	$31,952.00	

Top of the Page

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440232 **Uniform Rental-Public Works & Utilities** **Close Date/Time:** 12/5/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works and Utilities

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
ARAMARK UNIFORM & CAREER APPAREL GRP INC	Complete	$1,035.11	Defer to 12/15/14 PW&U/Fleet & Facilities, Street Maintenance, Storm Water Divisions
UNIFIRST CORPORATION	Complete	$1,668.30	

Top of the Page

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440217 **Exercise Equipment** **Close Date/Time:** 11/21/2014 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Group

Department: Parks **Responses:** 4

Vendors	Complete	Bid Total	City Comments
PRO MAXIMA MFG LTD	Complete	$69,250.00	Defer to 12/15/14 Park & Recreation Dept./Recreation Division
ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	Complete	$72,755.44	
MID STATES FITNESS	Complete	$96,376.00	
BSN SPORTS INC	Partial	$17,501.24	

Top of the Page

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440222 **Automotive & Commercial Batteries** **Close Date/Time:** 11/21/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Purchasing Department

Return to the Bid List

Responses: 5

Vendors	Complete	Bid Total	City Comments
ALLIED ENERGY AND BATTERY INC	Complete	$53,169.00	Rescind Award of 11-24-14; Reject All Bids 12-9-14 Various Departments, Boards & Agencies
POORMAN AUTOMOTIVE WAREHOUSE	Complete	$56,388.00	
BATTCO ENTERPRISES LLC	Complete	$59,016.33	
ALLPAK BATTERY	Complete	$61,597.00	
OREILLY AUTOMOTIVE STORES INC	Partial	$82,842.38	

Top of the Page

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December 8, 2014

Purchases Utilizing Sole Source of Supply

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

SUBJECT: Replace Limitorque Actuators for ASR

2 each – Limitorque L120-10 *Isolatiion* valve actuator
8 each – Limitorque L120-10 Down Tube valve actuator
2 each – Limitorque L120-10 Flow control valve actuator
1 each – Limitorque L120-10 Blowdown valve actuator

FOR A TOTAL OF $60,135.00

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

Department: PUBLIC WORKS & UTILITIES/Water Production & Pumping Division

Vendor	Reference Authority	Cost
Mead Obrien Inc.	Ordinance No. 35-856 Section 2 (b)	$60,135.00

To the City Council
Wichita, Kansas

Date of CC	12/9/2014
(OCA/PROJ)	766312/472-84949
(PPN)	490-333

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve The Woods 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 $271,440

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 _____, 2014.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of paving improvements to serve The Woods Addition (District V) (472-84949/766312/490-333) – Total Estimated Cost $271,440.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 9, 2014

PRELIMINARY ESTIMATE of the cost of paving improvements to serve The Woods Addition (District V) (472-84949/766312/490-333) – Total Estimated Cost $271,440.

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Petition for Improvements to USD 259 Fourth Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition and adopt the resolution.

Background: The signature on the petition represents 100% of the improvement district. The petition is valid per Kansas Statute 12-6a01.

Analysis: The project will provide sanitary sewer improvements required for a new commercial development located north of Pawnee, west of 143rd Street East.

Financial Considerations: The petition total is $96,000 and the funding source is special assessments.

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

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

Attachments: Map, budget sheet, petition, and resolution.

132019

First Published in the Wichita Eagle on December 12, 2014

RESOLUTION NO. 14-355

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 442, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 143RD STREET EAST) 468-84994** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 442, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 143RD STREET EAST) 468-84994** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 442, Four Mile Creek Sewer (north of Pawnee, west of 143rd Street East) 468-84994.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ninety-Six Thousand Dollars ($96,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2014**, exclusive of the costs of temporary financing.

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

USD 259 4TH ADDITION
Lot 1, Block 1

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1, USD 259 4TH ADDITION shall pay 100 percent of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of December, 2014.

_____
CARL BREWER, MAYOR

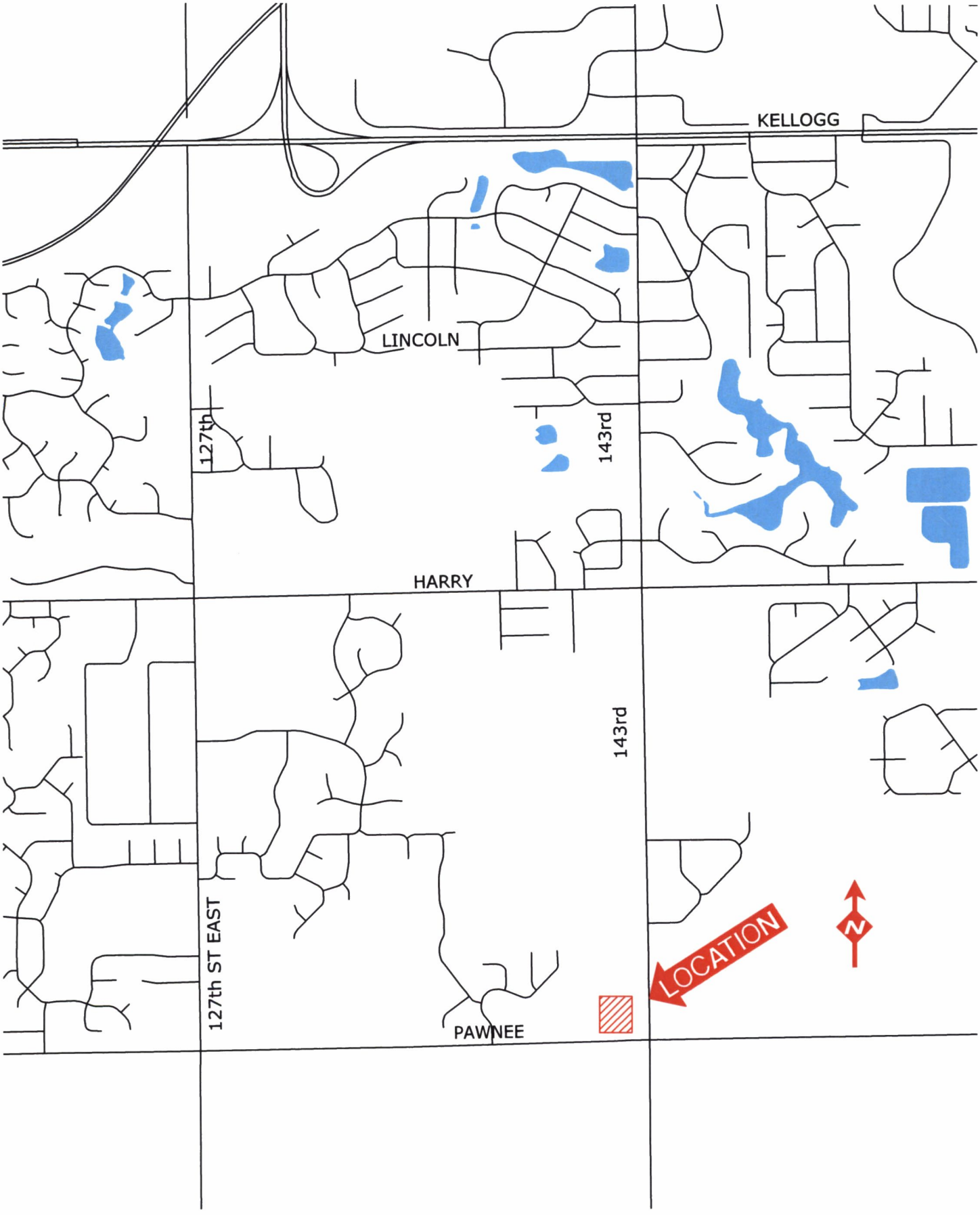
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW & CITY ATTORNEY


KELLOGG
LINCOLN
127th
143rd
HARRY
143rd
127th ST EAST
PAWNEE
LOCATION
N

Project Request

○ CIP ◉ Non-CIP

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

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

ENGINEERING REFERENCE #: 468-84994

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

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Dec 9, 2014 REQUEST DATE:

PROJECT # : 480068 PROJECT TITLE: Lat 442, FMC for USD259 4th Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Lat 442, FMC for USD259 4th Addition

OCA # : 744376 OCA TITLE: Lat 442, FMC for USD259 4th Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$96,000.00	2999 Contractuals	$96,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$96,000.00	**EXPENSE TOTAL:**	$96,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

RECEIVED

OCT 24 '14

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members: Lateral 442 Four Mile Creek

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

468- 84994

USD 259 4TH ADDITION
Lot 1, Block 1

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

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

(b) That the estimated and probable cost of the lateral sanitary sewer is Ninety-Six Thousand Dollars ($96,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after November 1, 2014.

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

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

(d) That the method of assessment of all costs of the improvements for which the improvement district is liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1, USD 259 4TH ADDITION shall pay 100 percent of the total cost of the improvements.

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
USD 259 4TH ADDITION Lot 1, Block 1	Unified School District 259 By: Sheril Logan Sheril Logan, President	

SEAL OF USD 259
WICHITA PUBLIC SCHOOLS
Sedgwick County KS USA

Mike Willms

AFFIDAVIT

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

Donald R. Howard
Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 24 day of October 2014.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Jenis Edwards
Deputy City Clerk

USD 259 4th Addition

Wichita, Sedgwick County, Kansas

SANITARY SEWER PETITION

Benefit District:
Lot 1, Block 1

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
10" Pipe	1490	L.F.	$32.00	$47,680.00
Stubs	1	EA.	$250.00	$250.00
Manholes	4	EA.	$3,500.00	$14,000.00
Maintain Existing BMPs	1	L.S.	$1,500.00	$1,500.00
Easement Grading	1	L.S.	$2,000.00	$2,000.00
Seeding	1	L.S.	$1,500.00	$1,500.00
Site Clearing and Restoration	1	L.S.	$4,000.00	$4,000.00
Subtotal				$70,930.00
+ 35 % Design, Insp., & Administration				$24,825.50
Total				$95,755.50

Petition Amount **$96,000**

10/15/2014
SS

Agenda Item No. II-5a

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Community Events – Ballet Wichita Nutcracker Student Matinees (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter Barbra Chamberlin, Operations Manager for Ballet Wichita, is coordinating the bus parking for the Ballet Wichita Nutcracker Student Matinees with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Ballet Wichita Nutcracker Student Matinees December 11-12, 2014 10:00 am – 1:00 pm

- Century II Drive, South Main Street to Douglas Avenue
- Century II Drive, Douglas Avenue to South Cancun Street
- Tianepantia Drive, South Main Street to South Cancun Street
- South Cancun Street, Tianepantia Drive to English Street
- West Douglas Avenue, South Main Street to Century II Drive, left turn lane only

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

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

Legal Consideration: There are no legal considerations.

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

Agenda Item No. II-6a

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Hold Harmless Agreement (Easement Encroachment) (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: Unified School District No. 259 (USD 259) made improvements to the practice fields at West High School at Lincoln and Osage, including placement of a goal post within a 20-foot sanitary sewer easement.

Analysis: The proposed agreement allows USD 259 to leave the goal post in its current placement within the utility easement. It further allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of any future sanitary sewer line or any other infrastructure owned by the Utility and from claims resulting from maintenance, replacement or upgrade of lines, manholes, and or other City property in the easement. USD 259 waives all right of action in law arising out of the encroachment into the easement.

Financial Considerations: There are no financial considerations associated with the City Council's approval of this agreement.

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

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

Attachment: Hold Harmless Agreement.

185017-9811

HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this_____day of _____, 2014, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND Unified School District 259_, hereinafter called "OWNER"

WITNESSETH:

WHEREAS, the public has been granted an Easement, herein after described as a platted Sanitary Sewer Easement lying within West High School 2nd Addition, Wichita, Sedgwick County Kansas.

WHEREAS, the Owner desires to occupy and construct a Goal Post over the previously described said Easement, to wit, hereinafter referred to as **Tract "A"** (see attached Exhibit showing proposed encroachment and location).

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

(1) The City hereby agrees to permit the Owner to occupy and construct improvements, over and across the aforesaid Easement.

(2) The Owner agrees that it will not begin construction of the improvement on, over and across the said Easement without first obtaining the City's written approval of any and all plans and specifications for such improvement.

(3) In the event of an emergency or situation in which extensive notice is not feasible, that requires a repair and/or maintenance of any public utility within the Easement, and the same repair and/or maintenance is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the City may remove or damage any structure on the easement, with the Owner being responsible to pay the costs to replace that portion of the structure within the Easement. In any other event that any public utility within the easement is planned or requires repair and/or maintenance and the same construction or repair is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the Owner shall be obligated to either (a) allow the City to remove or damage any structure on the Easement, with the Owner being responsible to pay the costs to replace that portion of the structure within the Easement; (b) remove the said encroachment and clear the Easement; or (c) pay the costs of tunneling under the encroachment to permit repair and/or maintenance of the public utility. After being notified by the City of the planned repair, maintenance or construction, the Owner shall have thirty (30) days to notify the City of its option and, if removal of the structure was selected, to complete the removal. If the Owner fails to remove the structure or agree to pay the costs of tunneling under the encroachment within thirty (30) days, the City may remove or damage any structure on the Easement, with the Owner being responsible to pay the costs to replace that portion of the structure within the Easement. The time to select an option or remove the structure may be extended by the City in writing.

(4) The Owner agrees to protect and indemnify the City and adjacent property owners against any increased cost that may accrue to them due to the necessity of construction of greater distance to avoid connecting beneath any improvements that may be built on, over and across said Easement. In the event the Owner fails to provide such indemnification, the Owner agrees that the City may assess any cost incurred by it against the property of the Owner. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.

(5) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure within Tract "A" and which injury and/or damage is caused by the presence of the encroachment into Tract "A". The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees,

agents and contractors, in connection with the inspection, repair and/or maintenance of the utility within the above described Easement.

(6) This Agreement may be terminated by the City upon failure of the Owner to comply with all of the terms of this Agreement.

(7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure contemplated by this agreement is in existence.

(8) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

Unified School District 259

Sheril Logan

Owner

SEAL OF USD 259 WICHITA PUBLIC SCHOOLS Sedgwick County KS USA

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 10th day of November, 2014, before me, a Notary Public, in and fore said county and state, came Sheril Logan, BOE President, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the District.

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

Mike Willome

Notary Public
My Commission Expires: 6-9-15

MIKE WILLOME
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 6-9-15

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor
City

ATTEST:

_____
City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this_____day of _____, 2014, before me, a Notary Public, in and fore said county and state, came, Carl Brewer, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

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

_____

Notary Public
My Commission Expires: _____

Approved as to Form

Sharon L. Dickgrafe, APM

Sharon L. Dickgrafe,
Interim city Attorney and Director of Law

Agenda Item No. II-7a

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement for Improvements to the 37th Street North and Hillside Intersection (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreement.

Background: On March 15, 2013, the City Council approved a development agreement between the City of Wichita and Koch Industries for the relocation of 37th Street North. In addition to the relocation of 37th Street, the City agreed to include a project in the Capital Improvement Program (CIP) to make improvements to the intersection of 37th Street North and Hillside.

On July 15, 2014, the City Council approved an agreement with Professional Engineering Consultants to design improvements to the intersection of 37th Street North and Hillside. On October 6, 2014, the District I Advisory Board sponsored a neighborhood hearing on the project. The Board voted unanimously to recommend approval of the project. The City Council approved the design concept on December 2, 2014.

Analysis: The proposed supplemental agreement provides for final design services based on the approved concept. Improvements include construction of dual southbound left turn lanes, upgrading the traffic signals to accommodate the dual left turn lanes, pedestrian signal improvements, construction of sidewalk south of 37th on Hillside, and drainage improvements north of the intersection. Additional signage will provide a northbound right turn lane.

Financial Considerations: The approved design fee to date is $9,800. The cost of the final design work is $31,000, bringing the total design fee to $40,800. Funding is available in the existing budget of $45,000, which was approved by the City Council on July 15, 2014, and is funded by General Obligation (GO) bonds.

Construction funding for this project is not included in the 2011-2020 Adopted CIP. GO bond funding of $1,000,000 will need to be programmed in the next CIP**,** which is currently under development. The project will be returned to the City Council at a later date for approval of construction funding.

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

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

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT #1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 15, 2014

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated July 15, 2014) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to 37TH Street North & Hillside.

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

37th Street North & Hillside
Phase II, Plan Development

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **$31,000.00**.

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

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the original Contract, 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 _____, 2014.

BY ACTION OF THE CITY COUNCIL

_____

Carl Brewer, City Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon Dickgrafe / MW

Sharon Dickgrafe, Interim City Attorney
and Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Principal

(Name and Title)

ATTEST:

Richard A. Schlitt

Secretary / Treasurer

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

October 22, 2014

Mr. Paul Gunzelman, P.E.
Assistant City Engineer
Wichita City Hall, 7th Floor Engineering
455 N. Main Street
Wichita, KS. 67202

Reference: Supplemental Agreement No. 1
37th Street North and Hillside
COW Project No. 472-85161 (707068)
PEC Project No. 32-14136-0042

Dear Mr. Gunzelman:

In accordance with Exhibit "A", Paragraph B, of the agreement dated July 15, 2014 between the City of Wichita and Professional Engineering Consultants, P.A., per your request we are submitting a Scope of Services and fee for additional services to be performed on the above referenced project. Exhibit A-1 attached hereto summarizes the additional scope of services for Supplemental Agreement No. 1 for the project.

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

Original Contract:	$9,800.00
Supplemental Agreement No. 1	
Item 1 (Phase II - Plan Development)	**$31,000.00**
Grand Total (Lump Sum)	**$40,800.00**

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

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Joe Surmeier, P.E.
Principal, Transportation Division

JPS/kah

Encl: As noted

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

Exhibit "A-1"

SCOPE OF SERVICES (Additional)
For
37th STREET NORTH AND HILLSIDE
(Project No. 472-85161)

1. Proceed with Phase II Plan Development based on the preliminary design concept that was approved by the City and that meets the criteria of the prior agreement between the City and Koch Industries to provide dual southbound left turns and a northbound right turn on Hillside. Design elements will include, but not be limited to, the following:
    - Widen Hillside by 1-lane to the west.
    - Upgrade the traffic signal system to accommodate new lane configurations and current ADA standards.
    - Modify existing storm sewer systems, as required, to account for the pavement widening.
    - Extend sidewalks from the intersection to the south on both sides of Hillside to connect to existing walks.
    - Prepare right-of-way/easement tract maps and legal descriptions as needed for the City's use in acquisitioning.

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement for Improvements to K-96 and Hoover (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the supplemental agreement.

Background: On January 27, 2009, the City Council approved an agreement with Professional Engineering Consultants, P.A. (PEC) in the amount of $110,507, to develop design concepts for a new, full interchange at K-96 and Hoover. The project was then placed on hold due to lack of area development and funding. Design work was reactivated in January 2014 due to the significant development now projected for the area, especially in the southeast quadrant. The following supplemental agreements have been approved for the project to date:

SA No.	Date Approved	Services Provided	Cost
Original Design Agreement	January 27, 2009	Original concept design agreement	$110,507
1	January 7, 2014	Break in access study required by the Kansas Department of Transportation (KDOT), as well as analysis of a more affordable, partial interchange concept.	$20,000
2	January 28, 2014	Full design services based on a partial interchange concept, as well as fulfillment of permit requirements and utility relocation coordination.	$480,000
		Total approved design funding:	$610,507

Analysis: Geotechnical investigations, analysis, and reports are required for the pavement design of the two proposed ramps that will connect Hoover and K-96 to and from the east. The geotechnical work is also required by KDOT for use in designing the proposed tower light footing. When the original agreement was entered into in 2009, it was not standard practice to provide this type of work through a formal agreement. City standards have since been changed which now require approval of the proposed supplemental agreement for $15,850 in order to obtain the geotechnical services.

Financial Considerations: Payment to PEC will be on a lump sum basis of $15,850, which will bring the total contract cost to $626,357. Funding is available within the existing budget of $900,000, which is funded by Local Sales Tax and General Obligation bonds, and was approved by the City Council on January 28, 2014. Funding for construction is available in the 2011-2020 Adopted Capital Improvement Program through deferment of two other arterial street projects. The proposed deferment was presented to the City Council along with the January 28, 2014 budget approval. The project will be returned to the City Council at a later date for approval of the construction funding.

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

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

Attachments: Supplemental Agreement No. 3.

SUPPLEMENTAL AGREEMENT NO. 3

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JANUARY 27, 2009

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated January 27, 2009) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the **K-96 & HOOVER INTER-CHANGE IMPROVEMENTS** (Project No. 472 84780).

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:

Perform geotechnical investigations and field study of the two proposed ramps at K-96 and Hoover (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 lump sum fee amount of **$15,850.**

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 by _____;

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

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 _____, 2014.

CITY OF WICHITA

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Sharon Dickgrafe, Interim City Attorney
and Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

_____, Principal

(Name and Title)

ATTEST:

Richard A. Schlitt

Secretary / Treasurer

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

October 28, 2014

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

Reference: Supplemental Agreement No. 3
K-96 & Hoover Interchange Improvements
COW Project No. 472-84780
PEC Project No. 32-08807-001-0042

Dear Mr. Janzen:

In accordance with Paragraph IV. B.2. of the agreement dated January 27, 2009 between the City of Wichita and Professional Engineering Consultants, P.A., per your request we are submitting a Scope of Services and fee for additional services to be performed on the above referenced project. Exhibit A-1 attached hereto summarizes the additional scope of services for Supplemental Agreement No. 3 for the project.

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

Original Contract	$110,507.00
Supplemental Agreement No. 1	$20,000.00
Supplemental Agreement No. 2	$480,000.00
Supplemental Agreement No. 3	
Item 1 (Geotech Investigations)	$13,350.00
Item 2 (Geotech Field Survey)	$2,500.00
Total Supplemental Agreement No. 3	**$15,850.00**
Grand Total (Lump Sum)	**$626,357.00**

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

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Joe Surmeier, P.E.
Principal, Transportation Division

JPS/tac

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

SCOPE OF SERVICES (Additional)
For
K-96 & HOOVER INTERCHANGE IMPROVEMENTS
(Project No. 472-84780)

1. The ENGINEER shall perform the geotechnical investigations necessary to provide pavement design for the two proposed ramps connecting Hoover and K-96 to and from the East. In addition, the ENGINEER shall perform the geotechnical investigations required by KDOT for their use in designing the proposed tower light footing to be located near the exit ramp gore. Altogether, this work will include, but not be limited, to the following items:

    a) 8 geotechnical borings along the proposed entrance ramp alignment at depths ranging from 5-20 feet.
    b) 7 geotechnical borings along the proposed exit ramp alignment at depths ranging from 5-20 feet.
    c) 1 geotechnical boring at the proposed tower light location at a depth of 30 feet and provide the engineering geology report to the KDOT for their use in footing design.
    d) 2 cores of existing highway pavement at the ramp tie-in locations to mainline K-96 Highway.
    e) Analyze the geology of each boring and provide the pavement design for the ramps.

2. The ENGINEER shall provide the field survey services needed to identify the precise locations of all borings and cores listed above.

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Change Order No. 3 for 135th Street West, Maple to Central (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On August 8, 2014, a contract with Kansas Paving was approved in the amount of $3,332,339 for improvements to 135th Street West between Maple and Central. The following change orders have been processed for this project to date:

Change Order	Date Processed or Approved	Provided	Cost
No. 1	September 2, 2014	Internal record keeping purposes to separate the encumbrances for the waterline construction work from the paving improvements.	$0.00
No. 2	October 21, 2014	Lowered an existing waterline five feet below plan elevation to accommodate a storm sewer outfall within the project. The contract completion time was extended six days.	$23,727
		Original contract	$3,332,339
		Total contract cost to date	$3,356,066

Analysis: The existing water main serving the domestic and fire service vaults for 211 North 135th Street is in conflict with the proposed pavement. Record information referenced during design was inaccurate. A new water main must be constructed under the new street and adjacent storm water sewer. This extra work will extend the contract completion time by two weeks.

Financial Considerations: The cost of the extra work is $28,514 and brings the total contract amount to $3,384,580. This and the previous change orders represent 1.6% of the original contract amount, which is within the 25% of contract cost limit set by City Council policy. Water Utility funding is available in the existing budget, which was approved by the City Council on August 5, 2014.

Legal Considerations: The Law Department has reviewed and approved the change order as to form. The change order is within the 25% of contract cost limit set by City Council policy.

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

Attachments: Change Order No. 3.

October 20, 2014

PUBLIC WORKS-ENGINEERING **CHANGE ORDER**

To: Conspec, Inc. d/b/a Kansas Paving

Project: 135th Street West, Maple to Central

Change Order No.: 3
Purchase Order No.: 440669
CHARGE TO OCA No.: 636303

Project No.: 472-84308
OCA No.: 706938/636303
PPN: 205404/774072

Please perform the following extra work at a cost not to exceed **$28,514.25**

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.

Additional Work: Reconstruct water service to existing vaults at 211 N. 135th W.
Reason for Additional Work: The existing water main serving the domestic and fire service vaults for 211 N. 135th Street is in conflict with the proposed pavement. Record information was not accurate on the existing elevation of the water service. A new eight inch water main needs constructed under the new street and adjacent storm water sewer. Work includes new valves outside the vault, bends, tees, reducers, and restraint devices on every fitting. Extend project duration so 2-way traffic is open by February 28, 2015 and final road surfacing and sidewalks are completed by May 7, 2015.

Line #	KDOT #	Item	Bid	Qty	Unit Price	Extension
New	N.A.	Reconstruct WL vault service	Negotiated	1 LS	$28,514.25	$28,514.25
New	N.A.	Calendar date extension	Negotiated	1 LS	$0.00	$0.00

CIP Budget Amount:	$4,145,000.00 (706938) $80,000.00 (636303)	**Original Contract Amt.:**	**$3,332,338.59**
Consultant: Schwab-Eaton		Current CO Amt.:	$28,514.25
Total Exp. & Encum. To Date:	**$38,007.98**	**Amt. of Previous CO's:**	**$23,726.80**
CO Amount:	**$28,514.25**	**Total of All CO's:**	**$52,241.05**
Unencum. Bal. After CO:	**$13,477.77**	**% of Orig. Contract / 25% Max.:**	**1.56%**
		Adjusted Contract Amt.:	**$3,384,579.64**

Recommended By: GB

Steve Degenhardt, P.E. Date
Construction Division Manager

Approved:

Gary Janzen, P.E. Date
City Engineer

Approved:

Contractor Date

Approved

Alan King Date
Director of Public Works & Utilities

Approved as to Form:

_____ _____
Sharon L. Dickgrafe Date
Interim Director of Law and City Attorney

By Order of the City Council:

_____ _____
Carl Brewer Date
Mayor

Attest:_____
City Clerk

Agenda Item No. II-9

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: 2015 and 2016 Kansas Night Time Seat Belt Enforcement Program

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the application.

Background: Since 2003, the Wichita Police Department has participated in the Kansas Department of Transportation's Impaired Driving Deterrence Program and Special Traffic Enforcement Program, which provides overtime pay for officers enforcing DUI laws. This will be the third year for the Wichita Police Department to participate in the effectiveness of Night Time Seat Belt Enforcement and the impact it will have on the reduction of traffic fatalities and serious injuries in the community. The program is designed to help local law enforcement agencies dedicate time and resources to increase awareness of the dangers of not wearing seat belts after dark when a driver's chances of being involved in a critical collision increases. The program will emphasize enforcement efforts coupled with a public education and awareness component designed to increase seat belt use. The enforcement aspect of the program requires the utilization of monthly night time patrols which will stop drivers for primary seat belt violations. During the second year of the program the Police Department stopped 309 drivers during the enforcement times. As a result the Department issued 156 adult restraint violations, 4 child violations (up to 13 years of age), three youth violations (14-17 years of age), 12 driver's license violations, 25 miscellaneous violations, and three DUI's. The Department also educated the public on the use of seatbelts as a way to reduce injuries and fatalities on the streets through the use of public service announcements and by providing the media with results from each special project.

The grant application has already been signed by the Mayor and submitted in order to meet the deadline, pursuant to authority under Administrative Regulation 2.4, where delay would invalidate the grant.

Analysis: The Wichita Police Department has a comprehensive traffic safety plan that was implemented in conjunction with the reorganization of the Traffic Section that began in 2001. Participation in this program will allow the Police Department to supplement normal staffing and routine enforcement efforts with additional, dedicated traffic enforcement personnel. Public education opportunities will accompany the enforcement exercises to heighten awareness, modify perceptions, and increase night time seat belt compliance.

Financial Considerations: The Kansas Department of Transportation will reimburse the Police Department for overtime incurred while performing the patrols. The grant application includes funding of $7,290 for 2015 and $7,830 for 2016. No local match is required.

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

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

Attachments: Copy of completed application.

Application for Nighttime Seatbelt Enforcement Program

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

General Agency Information

City of Wichita - Police Department	**Interim Chief Nelson Mosley**	**Lt. Eric Bastian**
1. Name of Applicant Agency	7. Name of Agency Head	11. Name of Project Contact Person
455 N. Main / **Wichita** / **67202**	**316-268-4158**	**316-350-3444** / **(316) 210-5698**
2. Mailing Address / 3. City / 4. Zip Code	8. Agency Head Phone #	12. Contact phone / 13. Cell Phone
Same	**316-858-7751**	**(316) 858-7505**
5. Street Address, if Post Office Box entered above	9. Agency Head FAX #	14. Contact Person Fax #
Mayor Carl Brewer	**NMosley@wichita.gov**	**Ebastian@wichita.gov**
6. Person duly authorized to commit the city or county to contracts	10. Agency Head E-mail Address	15. Contact person E-Mail Address

The **Night-time Seatbelt Enforcement Program** (NSEP) consists of a maximum of **9** overtime enforcement activities over the period, October 1 through September 30. The grant amount is predicated on the use of **4** officers and **1** supervisor per **4-hour** *enforcement activity, and is calculated* using the average officer/supervisor wage amounts provided by the grantee.

Important: Participating agencies who are also enrolled in the Special Traffic Enforcement Program (STEP) are asked to not schedule NSEP activities during, or close to, STEP enforcement campaigns in an effort to encourage the greatest possible officer participation in those campaigns.

Reimbursement Arrangements

16. Desired reimbursement method: *(If direct deposit, see instructions below this box.)	**Direct Deposit**
17. Reimbursement checks should be made payable to:	**City of Wichita - Police Department**
18. Reimbursement checks will be mailed to the address above unless a different one is entered here. Also any financial contact person for the grant is listed here.	**Debbie Nguyen/(316) 268-4115**
19. Federal Employee ID No. (FEIN):	**48-6000653**
20. Data Universal Numbering System (DUNS) No.:	**043063460**
21. System for Award Management (SAM) *Expiration Date:*	**9/17/2015**

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

KDOT AWARD INFORMATION

Length of Contract:	This Year:	10/1/2014	9/30/2015
	Full Period:	10/1/2014	9/30/2016
KDOT Assigned Contract No:	**OP-1472-15**		
KDOT Assigned Funding Source	**Section 405 b OP Funds**		
KDOT Assigned Local Benefit %	**100% Local Benefit**		

CPMS Prefix:	K	Vendor ID	

Approved Budget (From Page 2)

Expense	FY 2015	FY 2016
Personnel Services	$ 7,290	$ 7,830
Grant Amount.....	$ 7,290	$ 7,830

Required Applicant Signatures

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

X 11/24/14
Authorizing City or County Official: **Mayor Carl Brewer** — Date

X 11/24/14
LE Agency Head: **Interim Chief Nelson Mosley** — Date

KDOT Approval

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

X

Chris Bortz, Bureau of Transportation Safety & Technology

Application for Nighttime Seatbelt Enforcement Program

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

Proposed Budget for Nighttime SB Enforcement

October 1, 2014 thru September 30, 2016

City of Wichita - Police Department

Overtime Rates - Year 1			
Staff	Base Hrly Pay	Overtime Multiplier	Overtime Pay Amt
Officers	$25.00	150%	$37.50
Supervisor	$35.00	150%	$52.50

Overtime Rates - Year 2			
Staff	Base Hrly Pay	Overtime Multiplier	Overtime Pay Amt
Officers	$27.00	150%	$40.50
Supervisor	$37.00	150%	$55.50

NSEP Allocation Amounts

(9 activities @ 4 officers and 1 supervisor for 4 hrs. per activity)

Year 1	**$7,290**
Year 2	***$7,830***

KANSAS DEPARTMENT OF TRANSPORTATION

HIGHWAY SAFETY PROJECT AGREEMENT WITH A GOVERNMENT AGENCY

Nighttime Seatbelt Enforcement Program

PARTIES:

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

Hereinafter, referred to as the "Secretary."

and:

Interim Chief Nelson Mosley
City of Wichita - Police Department

Hereinafter, referred to as the "Project Agency."

Collectively referred to as the "Parties."

PURPOSE:

To promote highway safety improvement. This highway safety improvement is identified by the project number and city or county listed above, hereinafter referred to as the "Project." The Project is further described in the Nighttime Seatbelt Enforcement Program (NSEP) application.

EFFECTIVE DATE:

The Parties shall be mutually obligated to perform in accordance with this Agreement as of: **October 1, 2014**

TERMS OF THE AGREEMENT

Article I - THE SECRETARY AGREES:

1) *To reimburse the Project Agency for the added salary expense incurred in the performance of this Project Agreement in an* amount not to exceed that which is provided in the NSEP application. This first year amount is:

$7,290

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

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

Article II - THE PROJECT AGENCY AGREES:

1) To furnish the necessary personnel, facilities, and such other professional services as may be required to perform the additional law enforcement patrol activities directed at non-compliance with Kansas adult and child occupant restraint statutes in accordance with terms of the NSEP campaign requirements as issued by the Secretary.

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

3) To complete the Project by: **September 30, 2016**

4) That the agency has, operates under, or will have in place within one year, a policy which requires employees to comply with stipulations of the Kansas Safety Belt Use (K.S.A. 8-2503) and Child Passenger Safety (K.S.A. 8-1344) Acts when engaged in official travel by public or private vehicle. A model policy is available from KDOT (785-296-3618) upon request.

5) That it is reasonable for KDOT to expect an average of at least two (2) enforcement contacts per reimbursed hour of enforcement by the Project Agency over the term of each NSEP year.

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

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

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

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

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

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

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

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

13) If they have not already done so, the Project Agency shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc (D & B) by telephone (currently 866-705-5711) or the Internet (currently http://fedgov.dnb.com/webform).

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

Article III - THE PARTIES AGREE:

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

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

3) The NSEP application, Attachment 1, is incorporated by reference and made a part of this Agreement.

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

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

6) The provisions found in the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto as Attachment 4, are hereby incorporated in this contract and made a part thereof.

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

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

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

10) The goal of this contract is to reduce death and injury on Kansas roads. A strategic combination of education and enforcement plays a vital role in achieving this reduction.

LOCAL AUTHORIZING OFFICIALS

X

Mayor Carl Brewer

X Nelson L. Mosley

Interim Chief Nelson Mosley

KANSAS DEPARTMENT OF TRANSPORTATION

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

Revised 10/23/2014

Approved as to Form:

By: Sharon L. Dickgrafe/EA

Interim City Attorney & Director of Law

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

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

CLARIFICATION

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

Nondiscrimination Clauses

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

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

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

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

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

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

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

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

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

(7) Disadvantaged Business Obligation:

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

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

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

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

(9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract,

(Revised 9/29/11)

KDOT Traffic Safety Contract No: OP-1472-15

KANSAS DEPARTMENT OF TRANSPORTATION
Certification of the Project Agency

I hereby certify that I am Interim Chief Nelson Mosley and am the duly authorized representative of the City of Wichita - Police Department and that neither I, nor the above agency I here represent, has:

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

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

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

except as here expressly stated (if any):

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

X Nelson L. Mosley
Interim Chief Nelson Mosley
City of Wichita - Police Department

11/20/14
Date:

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

Attachment No. 4

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

1st day of October, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Construction Funding for Improvements to Amidon, 21st to 29th Streets North (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budget for construction and adopt the resolution.

Background: On March 20, 2012, the City Council approved a design concept for improvements to Amidon between 21st and 29th Streets North. Design work, right-of-way acquisition, and utility relocation are complete. Construction is slated to begin in early 2015.

Analysis: Amidon will be reconstructed to provide two lanes of traffic in each direction and a continuous center left turn lane. Sidewalks will be constructed along both sides of Amidon and a new pedestrian signal will be installed south of 24th Street. The intersections at 21st, 25th, and 29th Streets will be reconstructed with new traffic signals and left turn lanes at all four approaches, and a new traffic signal will be installed at the New Leaf and Twin Lakes entrance south of 21st Street.

One lane of traffic in each direction will be maintained for the duration of the project and left turns will be prohibited as necessary.

Financial Consideration: The existing budget, which was approved by the City Council on November 5, 2013, is $1,770,000 funded by General Obligation (GO) bonds. An additional $6 million in GO bond funding is available in the 2011-2020 Adopted Capital Improvement Program in 2014 for construction. The additional funding will bring the total project budget to $7,770,000 and will provide for payment of design fees, right-of-way-acquisition and utility relocation costs, construction costs, and City staff costs for administration and oversight.

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

Recommendation/Action: It is recommended that the City Council approve the revised budget, approve the 3% change order limit, adopt the resolution, and authorize all necessary signatures, including those for the acquisition or granting of easements, utility relocation agreements, and all required permits.

Attachments: Map, budget sheet and resolution.

Gilmore & Bell, P.C.
05/12/2014

RESOLUTION NO. 14-356

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:

Design, right-of-way-acquisition and utility relocation costs, construction costs, and City staff costs for administration and oversight on Amidon, between 21st and 29th Streets North (472-84914).

(collectively, 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 $7,770,000 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 the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Project Management. For this Project, change orders may be approved by the City Manager or Purchasing Manager without prior Council approval if cumulatively less than fifty thousand dollars ($50,000), which level is set under the authority of Charter Ordinance 222.

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 December 9, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe
Interim Director of Law and City Attorney

29th ST NO
AMIDON
LOCATION
N
25th ST NO
21st ST NO
AMIDON
MERIDIAN
ST PAUL

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2014 CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #: 472-

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 06 Council District 6 DATE COUNCIL APPROVED: Nov 4, 2014 REQUEST DATE:

PROJECT # : 210488 PROJECT TITLE: Amidon, 21st to 29th Streets North

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Amidon, 21st to 29th Streets North

OCA # : 707023 OCA TITLE: Amidon, 21st to 29th Streets North

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	$1,770,000.00	$6,000,000.00	$7,770,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$1,770,000.00	$6,000,000.00	$7,770,000.00

Expense Object Level 3			
2999 Contractuals	$1,770,000.00	$6,000,000.00	$7,770,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$1,770,000.00	$6,000,000.00	$7,770,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: 2015 Reconstruction or Rehabilitation of Aged Sanitary Sewers (S-4) and Water Mains Replacement or Relocation (W-67) (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the projects and adopt the resolutions.

Background: The 2011-2020 Adopted Capital Improvement Program (CIP) includes funding for annual projects for replacing or rehabilitating failing water and sewer infrastructure.

Analysis: The Reconstruction or Rehabilitation of Aged Sanitary Sewers Program helps to replace or rehabilitate sewers that have failed or are found to be in critical condition as a result of unexpected and unplanned stoppages and backups, as well as decrease inflow and infiltration into the system. The Water Mains Replacement or Relocation Program decreases the number of unexpected water main breaks, brings undersized mains to current standards as a result of unplanned changes in the system, and improves fire protection. This program replaces water lines that have failed or have been determined to be in critical condition after multiple breaks and are beyond the means of City crews to repair. Both programs support the rehabilitation or replacement of infrastructure that is unforeseen, an emergency, or too small to be included as a standalone project in the 10 year CIP.

These projects are also heavily utilized to fund unexpected relocation and reconstruction of existing facilities as part of CIP paving and bridge projects. Both programs reduce maintenance costs and improve customer service.

As the funding for both programs is used for unplanned, yet necessary improvements, a list of projects is not available.

Financial Considerations: The approved CIP contains the following funding for 2015:

$5,400,000 for Reconstruction or Rehabilitation of Aged Sanitary Sewers (S-4)
$1,500,000 for Water Mains Replacement or Relocation (W-67)

The projects will be funded from future revenue bonds or sewer utility and water utility cash reserves.

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

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

Attachments: Resolutions and Notices of Intent.

Gilmore & Bell, P.C.
10/09/2013

RESOLUTION NO. 14-357

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

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

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

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

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

2015 Water Distribution Mains Replacement (W-67)

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

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications 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 estimated cost of the Project, including related design and engineering expenses is $1,500,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $1,620,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on December 9, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrage, Interim Director of Law

(Published in ***The Wichita Eagle***, on December 12, 2014.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 14-357, duly adopted December 9, 2014, has 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, which is owned and operated by the City (the "Utility"), in the following manner:

2015 Water Distribution Mains Replacement (W-67)

(the "Project") at an estimated cost, including related design and engineering expenses of $1,500,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $1,620,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on December 9, 2014.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

Gilmore & Bell, P.C.
10/09/2013

RESOLUTION NO. 14-358

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

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

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

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

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

2015 Reconstruction or Rehabilitation of Aged Sanitary Sewers (S-4)

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

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications 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 estimated cost of the Project, including related design and engineering expenses is $5,400,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $5,832,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on December 9, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim City
Attorney and Director of Law

(Published in ***The Wichita Eagle***, on December 12, 2014.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 14-358, duly adopted December 9, 2014, has 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, which is owned and operated by the City (the "Utility"), in the following manner:

2015 Reconstruction or Rehabilitation of Aged Sanitary Sewers (S-4)

(the "Project") at an estimated cost, including related design and engineering expenses of $5,400,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $5,832,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on December 9, 2014.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: City Facility Roof Replacements (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project initiation and adopt the bonding resolution.

Background: The 2011-2020 Capital Improvement Program (CIP) contains $416,000 in 2013 for replacements to aged roof systems on City facilities. The use of the funding would allow complete replacement or major improvements to existing roofs on selected City facilities as approved by the City Council.

Analysis: The 2011-2020 CIP was approved by the City Council on March 6, 2012. This agenda item is to initiate the budgeted 2013 funds and make this project available for planned roof system replacements/improvements. The facilities selected would be based on criteria that stresses existing leakage/failure, investment return for the selected repairs and facility usage criteria. Planned locations are Goldenrod Recreation Center, Museum of World Treasures, and Woodard Recreation Center. The project would be administered by the Fleet and Facilities Division of Public Works and Utilities.

Financial Considerations: The City Facility Roof Replacement program is included in the 2011-2020 CIP at $416,000 for 2013. The funding source is general obligation bonds.

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

Recommendation/Action: It is recommended that the City Council approve the project initiation, adopt the bonding resolution and authorize the necessary signatures.

Attachments: CIP Sheet and bonding resolution.

Gilmore & Bell, P.C.
05/12/2014

RESOLUTION NO. 14-359

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:

Roof Replacements on City Facilities. Locations including but not limited to Goldenrod Recreation Center, Museum of World Treasures, and Woodard Recreation Center.

(That would provide for the replacement or substantial improvement of City Facility roof systems at selected locations, collectively, 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 $416,000 in accordance with plans and specifications therefor prepared under the direction of the Fleet & Facilities Superintendent and approved by the Governing Body; said plans and specifications to be placed on file in the office of the Fleet & Facilities Superintendent.

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 the date which is 60 days before the date of adoption of this Resolution, 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 December 9, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon Dickgrafe, Interim Director of
Law and City Attorney

Project Request

(•) CIP ( ) Non-CIP CIP YEAR: 2014 CIP #: 2011-2020 CIP

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #:

FUND: 435 Public Improvements

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: REQUEST DATE: Nov 17, 2014

PROJECT # : 435482 PROJECT TITLE: City Facility Roof Replacements

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: City Facility Roof Replacements

OCA # : 795005 OCA TITLE: City Facility Roof Replacements

PERSON COMPLETING FORM: Megan McCall PHONE #: 268-4093

PROJECT MANAGER: Rick Stubbs PHONE #: 268-4119

(•) NEW BUDGET ( ) REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9720 G.O. Bonds	$416,000.00	2999 Contractuals	$416,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$416,000.00	**EXPENSE TOTAL:**	$416,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: DATE: 11-17-14

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

Agenda Item No. II-13

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Litigation

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of $14,000 as a full settlement of the subject litigation.

Background: This matter arises from a lawsuit filed by Rock Island Studios, Inc. for alleged damages caused by an encroachment to its property by a City owned structure, City Arts located at 334 N. Mead.

Analysis: The claimant has offered to accept a lump sum payment of $14,000 as full settlement of all his claims against the City of Wichita for the encroachment caused by footings of the City Arts' structure. Part of the settlement amount includes the granting of an easement to the City for the encroachment. Due to the uncertainty and risk of the judgment at trial, the Law Department recommends acceptance of the offer.

Financial Considerations: Funding for this settlement payment is available from the City's Self Insurance Fund.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of $14,000.

Recommendations/Actions: It is recommended that the City Council authorize payment of $14,000 as full settlement of all possible claims arising out of the events which are the subject of this litigation.

Attachments: None

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: 2014-15 First Program Year Action Plan Amendment

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the amendment to the 2014-15 First Program Year Action Plan, and authorize the necessary requests for bids, funding agreements, contracts and signatures.

Background: On May 6, 2014, the City Council approved the 2014-2018 Consolidated Plan and First Program Year Action Plan for submission to the U.S. Department of Housing and Urban Development. The plan included a recommendation to allocate $200,000 from unexpended Community Development Block Grant (CDBG) funds for neighborhood stabilization activities. The plan did not specify specific projects however included the following types of activities: capital improvements such as infrastructure; improvements to parks and public facilities; home repair and neighborhood improvement projects; and other public service activities.

On May 13, 2014 a neighborhood stabilization project was approved in District I which allocated CDBG funds in the amount of $50,000 for improvements to Dr. Glen Dey Park. No additional neighborhood stabilization projects or allocations were identified prior to submission of the First Program Year Action Plan to HUD.

Three additional neighborhood stabilization projects have now been identified in an amount totaling $432,020. This amount includes the $150,000 remaining from the 2014-15 allocation, and $282,020 which has been designated for neighborhood stabilization projects in prior program years, but for which specific projects were not identified.

The purpose of this action is to amend the 2014-15 First Program Year Action Plan to identify individual neighborhood stabilization projects and CDBG allocation amounts, now totaling $482,020.

Analysis: Three neighborhood stabilization projects have now been identified, utilizing a total of $432,020 previously unallocated CDBG funds. Memoranda of Understanding have been developed with various City departments for project implementation, as detailed below:

- District IV Street Paving – Department of Public Works & Utilities will implement a project to pave portions of Dora and Everett streets. The total estimated project cost of $380,000 includes CDBG funds in the amount of $317,020. This project is contingent upon identification of additional funding sources.

- District I Hazardous Sidewalk Replacement – Department of Public Works & Utilities will implement a project to repair or replace portions of hazardous sidewalk on 11th Street between Grove and Volutsia, utilizing CDBG funds in an amount not to exceed $35,000.

- District III Friendship Park improvements – Department of Parks & Recreation will implement a project to improve the basketball courts, soccer fields and sidewalks utilizing CDBG funds in an amount not to exceed $80,000.

Financial Considerations: All CDBG funds for these activities have been awarded by the U.S. Department of Housing and Urban Development. The District IV street paving project is contingent upon the identification of an estimated $62,980 from other sources. No General funds are involved with this action.

Legal Considerations: The Law Department has reviewed and approved the Memoranda of Understanding as to form.

Recommendations/Actions: It is recommended that the City Council approve the amendment to the 2014-15 First Program Year Action Plan, and authorize the necessary requests for bids, funding agreements, contracts and signatures.

Attachments:
2014-15 Allocation Spreadsheet (Amended)
Memoranda of Understanding

2014-2015 CONSOLIDATED PLAN FINAL ALLOCATION, REVISED DECEMBER 9, 2014

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

*This amount from prior year unallocated funds

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

* This total includes $79,000 unallocated funds

COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization	2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 RECOMMENDATION	2014-15 COUNCIL ALLOCATION
Funds Available for Reallocation	**$321,000** *	**$0**	**$0**	**$482,020** *	**$482,020** *
- DI Dey Park Improvements				$50,000	$50,000
- DI Sidewalk Replacements				$35,000	$35,000
- DIII Friendship Park Improvements				$80,000	$80,000
- DIV Street Paving				$317,020	$317,020
Total - Neighborhood Initiatives	**$321,000** *	**$0**	**$0**	**$482,020** *	**$482,020** *

*This amount from prior year unallocated funds

2014-2015 CONSOLIDATED PLAN FINAL ALLOCATION, REVISED DECEMBER 9, 2014

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

* Total amount from prior year unallocated funds

** This total includes unallocated funds

COMMUNITY DEVELOPMENT BLOCK GRANT Program Administration - CAP is 20% of annual allocation	2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 RECOMMENDATION	2014-15 COUNCIL ALLOCATION
Housing and Community Services	**$439,020**	**$414,993**	**$464,511**	**$458,609**	**$458,609**
- CDBG Indirect Costs	$118,660	$54,993	$59,511	$84,124	$84,124
- CDBG Program Management Total Allocation	$315,360	$355,000	$400,000	$369,485	$369,485
- Fair Housing Initiatives	$5,000	$5,000	$5,000	$5,000	$5,000
Planning Department	**$25,000**	**$25,000**	**$25,000**	**$25,000**	**$25,000**
- Mandated Consolidated Plan Activities					
Total - Planning and Admin.	**$464,020**	**$439,993**	**$489,511**	**$483,609**	**$483,609**
UNALLOCATED TOTAL	**$527,496**	**$0**	**$116,527**	**$562,020**	**$562,020**
ANNUAL ALLOCATION - CDBG	**$2,579,615**	**$2,569,751**	**$2,780,875**	**$2,624,109**	**$2,679,109**
GRAND TOTAL - CDBG	**$3,107,111**	**$2,569,751**	**$2,897,402**	**$3,186,129**	**$3,241,129**

2014-2015 CONSOLIDATED PLAN FINAL ALLOCATION, REVISED DECEMBER 9, 2014

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

HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO Set Aside Projects	2011-12 COUNCIL ALLOCATION	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 PRELIMINARY RECOMMENDATION	2014-15 COUNCIL ALLOCATION
CHDO Set Aside - Total Allocation	**$339,049** *	**$288,461**	**$266,959**	**$300,000**	**$300,000**
Amount from Annual Allocation	$300,000	$288,461	$266,959	$300,000	**$300,000**
Amount from Prior Year Unallocated	$39,049	$0	$0	$0	**$0**
Mennonite Housing Rehab Services (MHRS) - Single Family Home Development	$176,144	$149,270	$175,000	$186,900	$186,900
Power CDC - Single Family Home Development	$162,905	$130,730	$91,959	$0	$0
Universal Design	$0	$8,461	$0	$0	$0
Unallocated CHDO Set Aside Funding	$0	$0	$0	$113,100	$113,100
Total CHDO Set Aside Projects	**$339,049** -	**$288,461**	**$266,959**	**$300,000**	**$300,000**
Subtotal - HOME & CHDO Set Aside Projects					
**This amount includes $39,049.22 re-allocated from prior year unspent CHDO funds*					
UNALLOCATED TOTAL	**$39,049** *	**$0**	**$0**	**$0**	**$0**
ANNUAL ALLOCATION - HOME	**$1,605,229**	**$1,225,275**	**$1,227,906**	**$123,857**	**$1,238,857**
GRAND TOTAL - HOME	**$1,644,278**	**$1,225,275**	**$1,227,906**	**$1,238,857**	**$1,238,857**

2014-2015 CONSOLIDATED PLAN FINAL ALLOCATION, REVISED DECEMBER 9, 2014

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

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

THE CITY OF WICHITA

DATE: December 9, 2014

TO: Alan King, Director of Public Works & Utilities

FROM: Mary K. Vaughn, Director of Housing & Community Services

SUBJECT: Memorandum of Understanding
Hazardous Sidewalk Replacement, District I

This Memorandum of Understanding (MOU) serves as the formal basis for assumption of the following performance requirements by the Department of Public Works & Utilities using funds provided under the Housing and Community Development Act of 1974, as amended.

It is mutually agreed between the Director of Housing & Community Services and the Director of Public Works & Utilities that the Department of Public Works & Utilities will furnish all services necessary to carry out the Hazardous Sidewalk Replacement project in the City's Neighborhood Revitalization Area specified in Attachment A, Performance Criteria.

In addition, the Department of Public Works & Utilities will undertake the project and stay within the $35,000 budget using Community Development Block Grant (CDBG) funding as stated in Attachment B, Budget Detail.

During the administration of activities covered by this Memorandum, the Department of Public Works & Utilities agrees to comply with all applicable laws, regulations and policies of the United States, the State of Kansas and the City of Wichita, including, but not limited to, the following:

1. <u>Community Development Block Grant</u>
   a. Housing and Community Development Act of 1974, as amended
   b. 24 CFR Part 570
   c. City of Wichita Administrative Regulation No. 63

3. <u>Equal Opportunity</u>
   a. Title VI, Civil Rights Act of 1964.
   b. Section 109, Housing and Community Development Act of 1974, as amended.
   c. Executive Order 11246, as amended.
   d. Section 504 of the Rehabilitation Act of 1973, as amended and The Fair Housing Act. Accessibility Notice (Attachment D)
   e. City of Wichita Administrative Regulation No. 23.

4. <u>Section 3</u>
   a. Section 3, Housing and Urban Development Act of 1968, as amended (Attachment E).
   b. City of Wichita Administrative Regulation No 1.5

5. <u>Grant Administration</u>
   a. City of Wichita Administrative Regulation No. 2.4

6. Historic Preservation
   a. National Historic Preservation Act of 1966, as amended.
   b. National Environmental Policy Act of 1969.
   c. Preservation of Historical and Archaeological Data Act of 1974, amended.
   d. 24 CFR Part 58.

7. Other
   a. Federal Labor Standards.
   b. Clean Air Act, as amended.
   c. Lead-Based Paint Poisoning Prevention Act, as amended (note: requires certifications be retained in project files).
   d. 24 CFR Part 35 - Lead-based Paint Poisoning Prevention in Certain Residential Structures.
   e. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition Policies Act.
   f. City of Wichita Administrative Regulation 1.2
   g. City of Wichita Relocation and Anti-displacement Plan (one-for-one housing replacement).
   h. HUD Expenditure Guidelines.

Department of Housing & Community Services will review all changes, modifications, deletions or additions to the Memorandum of Understanding prior to being sent to the City Manager or City Council.

Any significant change in scope and intent of this Memorandum of Understanding shall be considered and approved or disapproved by all parties. A significant change is defined as a change in program intent, program beneficiaries, basic program guidelines, and any budget or funding change over $10,000. Any change approved by the City Council shall have the full force and effect as all other provisions of this Memorandum of Understanding as though originally fully set out herein and shall be codified by a formal amendment.

Changes or amendments to this Memorandum of Understanding not submitted to the City Council for approval must be in writing and have the written approval of all signatories of this agreement.

Approval by the Director of Housing & Community Services and the City Manager constitutes a directive to implement this project.

This Memorandum of Understanding shall remain in force until August 3, 2015.

APPROVED: ***DATE***

Mary K. Vaughn
Director of Housing & Community Services

Alan King
Director of Public Works & Utilities

Robert Layton
City Manager

APPROVED AS TO FORM:

Sharon L. Dickgrafe, Interim
Director of Law and City Attorney
City of Wichita

Attachment A

Community Development Block Grant-R
PERFORMANCE CRITERIA

The Department of Public Works & Utilities shall utilize CDBG funds in the amount of $35,000 to perform all services necessary to complete the removal and replacement of hazardous sidewalks, as funding permits, in the City's Neighborhood Revitalization Areas (Attachment C).

This activity is eligible under 24 CFR 570.201(c), public facilities and improvements meeting the HUD National Objective on a Low Mod Area Benefit under 24 CFR 570.208(1)(i). (Attachment C).

SCOPE OF SERVICES:

1. The Department of Public Works & Utilities will provide project oversight and coordination within the project budget and provide the Department of Housing & Community Services with all contracts between the City and subcontractors for review before being submitted to Law or the City Manager.

2. All projects funded with CDBG funds will require an Environmental Review by the Metropolitan Area Planning Department. The Department of Public Works & Utilities will request such a review and ensure that it is completed prior to any expenditure of funds. Any changes in the scope or alternate locations of work to be performed will require an Environmental Review update. All requests for Environmental Review must include the following information:

    - Requesting department
    - Funding source
    - Description of work to be performed
    - Address or legal description of property

3. The Department of Public Works & Utilities will develop specifications and Purchasing will bid this project and encourage Emerging Business Enterprises (EBE) to participate.

4. The Department of Public Works will develop specifications which include Federal Labor Standards, opportunities for EBE participation and Section 3 requirements. Bids will be solicited through Purchasing. The specifications shall require the contractor to supply all equipment, material, and services necessary to complete the job, including labor, and will warrant the work for a period of time commensurate with the type of improvement and industry standards**.** Prior to sending bid specifications, Public Works & Utilities will provide Housing & Community Services with a copy of the bid specifications to ensure all necessary federal forms are included.

    A. Federal Labor Standards - Housing & Community Services Department will obtain a wage decision from HUD to apply to this project. The wage decision provided by HUD must be included in the bid specifications.
    B. Emerging Business Enterprises – The Purchasing Department shall enhance opportunities for qualified Emerging Business Enterprises by increasing their representation in the

competitive base of contractors from which the City regularly purchases goods and services and ensure that all suppliers have equal access to the City's purchasing opportunities.

The Purchasing Department must demonstrate affirmative action to encourage EBEs participation per 24 CFR 570.506(g)(6) and report to the Department of Housing & Community Services the level of participation using Attachment E.

C. Section 3 of the HUD Act of 1968 – Department of Public Works & Utilities must comply with 24 CFR Part 135, Section 3 of the HUD Act of 1968, as amended, which requires that, to the greatest extent feasible, employment and other economic opportunities shall be directed to low and very low income persons, and to business concerns which provide economic opportunities to such persons.

Contractors and subcontractors with contracts over $100,000 shall maintain information as indicated on HUD form 2516 (Attachment E) and submit such information annually to the Department of Public Works & Utilities and on completion of the project or by August 3, 2015, whichever comes first. The Department of Public Works & Utilities shall provide a copy of all HUD-2516 forms submitted to Housing & Community Services.

Section 3 Goals

The City of Wichita in accordance with 24 CFR Part 135, has established goals for CDBG assisted projects. All Section 3 covered contracts shall include the Section 3 clause as shown in Attachment E. Consistent with existing Federal, State and local laws and regulations, the City of Wichita has set the following goals to comply with the Section 3 requirements:

- Committing to employ Section 3 residents at a rate of 30% of the aggregate of new hires for housing and community development assisted projects;
- Committing to contract a minimum of 10% of the total dollar amount of all other Section 3 covered contracts, such as community development infrastructure improvements or professional services;
- Committing to a minimum of 3% of the total dollar amount of all other Section 3 covered contracts.

Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of CDBG funds for the following activities:

- Housing construction
- Housing rehabilitation
- Other public construction

5. The Department of Public Works & Utilities will schedule a pre-bid and pre-construction conference to review and explain applicable EEO/AA, Federal Labor Standards and Section 3 requirements. The Department of Public Works & Utilities must also document the affirmative steps to enhance opportunities for EBEs. Such affirmative steps may include, but not limited to, technical assistance that is open to all businesses.

6. The Department of Public Works & Utilities will verify satisfaction through Housing & Community Services that the contractor and its subcontractors have provided all necessary documentation and complied with all HUD regulations, before making final payment.

7. The Department of Public Works & Utilities will ensure construction is completed according to the extent funds are available. Substitutions or additions can be made as long as the budget contained herein is not exceeded and the substitutions or additions meet all CDBG project eligibility requirements. Substitutions or additions will require prior written approval from Housing & Community Services.

8. The Department of Public Works & Utilities will ensure that all of the contractor's necessary paperwork and documentation for CDBG requirements and Davis-Bacon compliance has been submitted to Housing & Community Services before final payment is made.

9. Any failure of the subrecipients to live up to the terms of their contract are to be immediately reported to Housing & Community Services with the following information: Agency Name, Address, Program Name, Date of Infraction, Detailed report of infraction(s), Actions taken or planned to resolve the violation.

BUDGET:

The total budget amount for this project shall not exceed $35,000 available from CDBG as specified in the budget detail and explanation (Attachment B). It is understood and agreed by and between the Director of Housing & Community Services and the Director of Public Works & Utilities that if the cost of the work to be performed is greater than the amount allocated, work will be accomplished to the extent that funds are available.

All payroll reports will document each project's organizational cost account (OCA) number and the total number of hours worked each day for each OCA as required by the Office of Management and Budget's OMB Circular No. A-87. Charges to Federal awards for salaries and wages, whether treated as direct or indirect costs, will be based on payrolls documented in accordance with generally accepted practice of the governmental unit and approved by the responsible official(s) of the governmental unit.

TIMETABLE:

Project Phasing	Phase 1
Environmental Review	March 2, 2015
Completion of Specification	March 27, 2015
Advertise for Bids	April 1, 2015
Pre-Bid Conference	April 20, 2015
Bid Opening	April 24, 2015
Contract Award Date	April 28, 2015
Pre-Construction Meeting	May 5, 2015
Work Order (Construction Start Date)	May 11, 2015
Construction Completion Date	June 15, 2015

REPORTS:

Upon award of the contract, the Department of Public Works & Utilities will furnish the Department of Housing & Community Services with a Contract and Subcontract Activity Report (Attachment D) identifying all activity on the project and the Emerging Business Enterprise involvement with such contracts.

Upon completion of construction, and before August 3, 2015 the Department of Public Works & Utilities will furnish Housing & Community Services a final list of work completed.

CDBG EXPENDITURE STANDARDS

The City of Wichita is required to meet timely expenditure standards. Failure to meet the timeliness expenditure standards will subject the City to a mandatory reduction of 100% the CDBG amount which is in excess of the HUD timeliness standard.

All CDBG funded projects will be monitored at least annually to determine if CDBG funded activities are being carried out in a timely manner including timely expenditure rates. All subrecipients administering CDBG funded projects that do not meet the basic expenditure standard at the end of the first quarter will be notified. Each Subgrantee receiving a notice will be required to submit a corrective action plan to the Department of Housing & Community Services explaining the actions to be undertaken to correct the CDBG expenditure rates. Subrecipients will have until the end of the second quarter to rectify the issue.

Ninety days into the project Housing & Community Services will re-evaluate untimely projects. If the re-evaluation indicates that CDBG expenditure rates do not meet the provisions of this section, Housing & Community Services may take corrective action by recapturing project funds from the project and reallocating those funds to another eligible activity. Projects with continuing timeliness issues will be evaluated monthly and budget reduction adjustments will be made as necessary.

OTHER REQUIREMENTS

All procurement will be accomplished according to City of Wichita and HUD purchasing policies and procedures in accordance with CFR Part 85.

The Department of Public Works & Utilities shall record all program transactions into the City's financial system according to procedures established by the Controller's Office.

The Department of Public Works & Utilities shall establish and maintain accounting records specifically for the CDBG funds. Original documentation supporting all expenditures and other program records will be retained for five years after the final audit of expenditures made under this agreement. Records shall also be maintained documenting performance indicated in monthly reports and are subject to review by City staff.

All CDBG funded projects will be monitored at least annually to determine if CDBG funded activities are being carried out in accordance with the applicable Code of Federal Regulations.

Attachment B

BUDGET DETAIL

FUND	DEPT./DIVISION	PROJECT	PROJECT-OCA
Community Development Block Grant-R	Housing and Community Services – Community Investments	Hazardous Sidewalk Replacement	

Account Classification			Budget
PERSONAL SERVICES			
01	110	Salaries	
	1100	Bi-Weekly Wages	
	1101	Longevity	
	1205	Auto Allowance	
	1208	Cellular Phone Allowance	
	140	Employee Benefits	
	1400	FICA	
	1401	Employees Pension	
	1403	Worker's Compensation	
	1404	Unemployment Compensation	
	1405	Group Health Insurance	
	1406	Group Life Insurance	
TOTAL			
CONTRACTUAL SERVICES			
02	2200	PBX – Line Charges	
	2201	PBX – Instrument Charges	
	2203	Long Distance Service	
	2207	Postage – Regular	
	2301	Meals/Lodging Allowance	
	2302	Out of Town Registration	
	2304	Training Consultants	
	2308	Transportation Out of Town	
	2505	Contractor	30,650
	2600	Data Center Charges	
	2902	Advertising	200
	2917	Printing & Photocopying	
	2999	Other Contractuals	
TOTAL			**$30,850**
OTHER			
05	5308	Engineering overhead	4,150
TOTAL			**4,150**
GRAND TOTAL			**$35,000**

Attachment C, CDBG Project Map showing Sidewalk Replacements

Attachment D

U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice: CPD-05-10

Issued: November 3, 2005
Expires: November 3, 2006

SUBJECT: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability,

be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance (24 CFR 8.3). For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction – 24 CFR Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities (24 CFR 8.21(a)).

Alterations to facilities -- Part 8 requires to the maximum extent feasible that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible if doing so would impose undue financial and administrative burdens on the operation of the recipients program or activity (24 CFR 8.21 (b)).

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities (24 CFR 8.21 (c)).

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities 24 CFR 8.21(c)(1)). Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program (24 CFR 8.21(c)(iii)).

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property. However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of a historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program (24 CFR 8.21(c)(2)(ii)).

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided (24 CFR 8.32). For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; hearing-impaired, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement; however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment (see 24 CFR Part 8, Subpart B).

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA. HUD shares enforcement responsibility with the Department of Justice for Title II, and is designated the lead Federal agency for all programs, service and regulatory activities relating to state and local public housing and housing assistance and referral. The Equal Employment Opportunity Commission investigates administrative complaints involving Title I. For further information regarding The U.S. Department of Justice enforcement of Title II of the ADA, please visit http://www.ADA.gov.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment. These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR 35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR 35.151(c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR 35.151(e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR 35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and “commercial” facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is

operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS) (24 CFR 570.614). In practice, buildings built to meet the requirements of Section 504 and the ADA will conform to the requirements of the ABA.

Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. Nonetheless, recipients who have not completed a self-evaluation are encouraged to conduct a self-evaluation to be in compliance with this requirement under these regulatory provisions.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face,

but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with the regulations at Section 504 or Title II and Title III of the ADA.

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/offices/fheo/disabilities/sect504.cfm).** Additional assistance and information may be obtained by contacting the local HUD Office of Community Planning and Development and the Office of Fair Housing and Equal Opportunity. Below is a list of the phone numbers for these offices.

ATTACHMENT E

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 135--ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS--Table of Contents

Subpart B--Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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

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

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

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

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

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

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

Section 3 Compliance - Instructions

Section 3 Compliance is a Federal requirement and final payment cannot be made until pages 1 and 2 of attached "Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects", [HUD form 60002 (4/98)] have been completed and submitted to Community Investments, Housing & Community Services, 332 N Riverview, Wichita, KS 67203 (462-3723).

1. Section 3 applies to all housing rehabilitation, housing construction and other public construction contracts in excess of $100,000.

2. Section 3 resident means:
   a. a public housing resident; or
   b. an individual who resides in the metropolitan area in which the section 3 assistance is expended (City of Wichita) who is:
      i. low income (80% of median income).
   ii. very low income (50% of median income).
      iii. 30% of median income

3. Section 3 business concern means a business concern:
   a. that 51 percent or more of the business is owned by section 3 residents; or
   b. whose permanent, full time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
   c. that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of a section 3 business concern (a. and b. above).

4. Contractor/Subcontractor may demonstrate compliance by:
   a. Committing to employ section 3 residents as 30 percent of the aggregate number of new hires.
   b. Committing to contract with section 3 business concerns as 10 percent of the total dollar amount of all Section 3 covered contracts for work arising in connection with housing rehabilitation, housing construction and other public construction.

Section 3 covered contracts do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

5. Record keeping/reporting:
   Reports on HUD Form 60002 are to be submitted at the completion of the project or annually as of June 30th.

Examples of records Contractors/Subcontractors should maintain to show activity and results under Section 3.

1. Copies of advertisements for training and employment opportunities;

2. Lists of Section 3 residents who inquired about or actually applied for training or employment opportunities;

3. Copies of any procurement procedures conducted by the recipient;

4. Any evidence that, to the greatest extent feasible, steps have been taken to include Section 3 business concerns in opportunities arising from Section 3 - related activities;

5. Copies of strategies designed to implement Section 3, including records of solicitation mailing lists and direct solicitations of bids or proposals;

6. Records of bid evaluations and selections;

7. Copies of notifications of awards to grantees and contractors;

8. Documentation of pre-construction conferences;

9. Copies of letters to community organizations related to Section 3 recruiting or business development;

10. Photographs of signs or notices posted for Section 3 recruiting or business development;

11. Record of income levels of persons hired;

12. Documentation and correspondence concerning Section 3-related complaints; and

13. Records of contact made with unions or contractor's associations.

Fiscal Year 2014 Median Income Family Limits
Wichita, Kansas

PROGRAM	**1 Person**	**2 Persons**	**3 Persons**	**4 Persons**	**5 Persons**	**6 Persons**	**7 Persons**	**8 Persons**
30% of Median	$13,850	$15,800	$17,790	$23,850	$27,910	$31,970	$36,030	$40,090
50% of Median	$23,100	$26,400	$29,700	$32,950	$35,600	$38,250	$40,900	$43,500
80% of Median	$36,900	$42,200	$47,450	$52,700	$56,950	$61,150	$65,350	$69,600

THE CITY OF WICHITA

DATE: December 9, 2014

TO: Alan King, Director of Public Works & Utilities

FROM: Mary K. Vaughn, Director of Housing & Community Services

SUBJECT: Memorandum of Understanding
District IV Street Paving

This Memorandum of Understanding (MoU) serves as the formal basis for assumption of the following performance requirements by the Department of Public Works & Utilities using funds provided under the Housing and Community Development Act of 1974, as amended.

It is mutually agreed between the Director of Housing & Community Services and the Director of Public Works & Utilities that the Department of Public Works & Utilities will furnish all services necessary to carry out the street paving project in the City's Neighborhood Revitalization Area, 2200 block of Dora and 1900 block of Everett, as specified in Attachment A, Performance Criteria, and detailed in map Attachment C.

In addition, the Department of Public Works will undertake the project and stay within the $380,000 project budget using $317,020 Community Development Block Grant (CDBG) funding as stated in Attachment B, Budget Detail. This project and the utilization of CDBG funding is contingent upon the identification of additional funding from other sources.

During the administration of activities covered by this Memorandum, the Department of Public Works & Utilities agrees to comply with all applicable laws, regulations and policies of the United States, the State of Kansas and the City of Wichita, including, but not limited to, the following:

1. Community Development Block Grant
   a. Housing and Community Development Act of 1974, as amended
   b. 24 CFR Part 570
   c. City of Wichita Administrative Regulation No. 63

3. Equal Opportunity
   a. Title VI, Civil Rights Act of 1964.
   b. Section 109, Housing and Community Development Act of 1974, as amended.
   c. Executive Order 11246, as amended.
   d. Section 504 of the Rehabilitation Act of 1973, as amended and The Fair Housing Act. Accessibility Notice (Attachment D)
   e. City of Wichita Administrative Regulation No. 23.

4. Section 3
   a. Section 3, Housing and Urban Development Act of 1968, as amended (Attachment E).
   b. City of Wichita Administrative Regulation No 1.5

5. Grant Administration
   a. City of Wichita Administrative Regulation No. 2.4

6. Historic Preservation
   a. National Historic Preservation Act of 1966, as amended.
   b. National Environmental Policy Act of 1969.
   c. Preservation of Historical and Archaeological Data Act of 1974, amended.
   d. 24 CFR Part 58.

7. Other
   a. Federal Labor Standards.
   b. Clean Air Act, as amended.
   c. Lead-Based Paint Poisoning Prevention Act, as amended (note: requires certifications be retained in project files).
   d. 24 CFR Part 35 - Lead-based Paint Poisoning Prevention in Certain Residential Structures.
   e. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition Policies Act.
   f. City of Wichita Administrative Regulation 1.2
   g. City of Wichita Relocation and Anti-displacement Plan (one-for-one housing replacement).
   h. HUD Expenditure Guidelines.

Department of Housing & Community Services will review all changes, modifications, deletions or additions to the Memorandum of Understanding prior to being sent to the City Manager or City Council.

Any significant change in scope and intent of this Memorandum of Understanding shall be considered and approved or disapproved by all parties. A significant change is defined as a change in program intent, program beneficiaries, basic program guidelines, and any budget or funding change over $25,000. Any change approved by the City Council shall have the full force and effect as all other provisions of this Memorandum of Understanding as though originally fully set out herein and shall be codified by a formal amendment.

Changes or amendments to this Memorandum of Understanding not submitted to the City Council for approval must be in writing and have the written approval of all signatories of this agreement.

Approval by the Director of Housing & Community Services and the City Manager constitutes a directive to implement this project.

This Memorandum of Understanding shall remain in force until December 31, 2016.

APPROVED: ***DATE***

Mary K. Vaughn
Director of Housing & Community Services

Alan King
Director of Public Works & Utilities

Robert Layton
City Manager

APPROVED AS TO FORM:

Sharon L. Dickgrafe
Interim Director of Law and City Attorney

Attachment A

Community Development Block Grant-R
PERFORMANCE CRITERIA

The Department of Public Works & Utilities shall utilize CDBG funds in the amount of $317,020, and additional project funds in an amount not to exceed a total of $380,000 to perform all services necessary to complete the concrete paving of the 2200 block of Dora and the 1900 block of Everett, as illustrated on the map (Attachment C)

This activity is eligible under 24 CFR 570.201(c), public facilities and improvements meeting the HUD National Objective on a Low Mod Area Benefit under 24 CFR 570.208(1)(i). (Attachment C).

SCOPE OF SERVICES:

1. The Department of Public Works & Utilities will provide project oversight and coordination within the project budget and provide the Department of Housing & Community Services with all contracts between the City and subcontractors for review before being submitted to Law or the City Manager.

2. All projects funded with CDBG funds will require an Environmental Review by the Metropolitan Area Planning Department. The Department of Public Works & Utilities will request such a review and ensure that it is completed prior to any expenditure of funds. Any changes in the scope or alternate locations of work to be performed will require an Environmental Review update. All requests for Environmental Review must include the following information:

    - Requesting department
    - Funding source
    - Description of work to be performed
    - Address or legal description of property

3. The Department of Public Works & Utilities will develop specifications and Purchasing will bid this project and encourage Emerging Business Enterprises (EBE) to participate.

4. The Department of Public Works will develop specifications which include Federal Labor Standards, opportunities for EBE participation and Section 3 requirements. Bids will be solicited through Purchasing. The specifications shall require the contractor to supply all equipment, material, and services necessary to complete the job, including labor, and will warrant the work for a period of time commensurate with the type of improvement and industry standards**.** Prior to sending bid specifications, Public Works & Utilities will provide Housing & Community Services with a copy of the bid specifications to ensure all necessary federal forms are included.

    A. Federal Labor Standards - Housing & Community Services Department will obtain a wage decision from HUD to apply to this project. The wage decision provided by HUD must be included in the bid specifications.
    B. Emerging Business Enterprises – The Purchasing Department shall enhance opportunities

for qualified Emerging Business Enterprises by increasing their representation in the competitive base of contractors from which the City regularly purchases goods and services and ensure that all suppliers have equal access to the City's purchasing opportunities.

The Purchasing Department must demonstrate affirmative action to encourage EBEs participation per 24 CFR 570.506(g)(6) and report to the Department of Housing & Community Services the level of participation using Attachment E.

C. Section 3 of the HUD Act of 1968 – Department of Public Works & Utilities must comply with 24 CFR Part 135, Section 3 of the HUD Act of 1968, as amended, which requires that, to the greatest extent feasible, employment and other economic opportunities shall be directed to low and very low income persons, and to business concerns which provide economic opportunities to such persons.

Contractors and subcontractors with contracts over $100,000 shall maintain information as indicated on HUD form 2516 (Attachment E) and submit such information annually to the Department of Public Works and on completion of the project or by December 31, 2016, whichever comes first. The Department of Public Works & Utilities shall provide a copy of all HUD-2516 forms submitted to Housing & Community Services.

Section 3 Goals

The City of Wichita in accordance with 24 CFR Part 135, has established goals for CDBG assisted projects. All Section 3 covered contracts shall include the Section 3 clause as shown in Attachment E. Consistent with existing Federal, State and local laws and regulations, the City of Wichita has set the following goals to comply with the Section 3 requirements:

- Committing to employ Section 3 residents at a rate of 30% of the aggregate of new hires for housing and community development assisted projects;
- Committing to contract a minimum of 10% of the total dollar amount of all other Section 3 covered contracts, such as community development infrastructure improvements or professional services;
- Committing to a minimum of 3% of the total dollar amount of all other Section 3 covered contracts.

Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of CDBG funds for the following activities:

- Housing construction
- Housing rehabilitation
- Other public construction

5. The Department of Public Works & Utilities will schedule a pre-bid and pre-construction conference to review and explain applicable EEO/AA, Federal Labor Standards and Section 3 requirements. The Department of Public Works must also document the affirmative steps to enhance opportunities for EBEs. Such affirmative steps may include, but not limited to, technical assistance that is open to all businesses.

6. The Department of Public Works & Utilities will verify satisfaction through Housing & Community Services that the contractor and its subcontractors have provided all necessary documentation and complied with all HUD regulations, before making final payment.

7. The Department of Public Works & Utilities will ensure construction is completed according to the extent funds are available. Substitutions or additions can be made as long as the budget contained herein is not exceeded and the substitutions or additions meet all CDBG project eligibility requirements. Substitutions or additions will require prior written approval from Housing & Community Services.

8. The Department of Public Works & Utilities will ensure that all of the contractor's necessary paperwork and documentation for CDBG requirements and Davis-Bacon compliance has been submitted to Housing & Community Services before final payment is made.

9. Any failure of the subrecipients to live up to the terms of their contract are to be immediately reported to Housing & Community Services with the following information: Agency Name, Address, Program Name, Date of Infraction, Detailed report of infraction(s), Actions taken or planned to resolve the violation.

BUDGET:

The total budget amount for this project shall not exceed $380,000, of which $317,020 is available from CDBG as specified in the budget detail and explanation (Attachment B). It is understood and agreed by and between the Director of Housing & Community Services and the Director of Public Works & Utilities that utilization of CDBG funds is contingent upon the identification of additional funding sources adequate to assure the completion of the project.

All payroll reports will document each project's organizational cost account (OCA) number and the total number of hours worked each day for each OCA as required by the Office of Management and Budget's OMB Circular No. A-87. Charges to Federal awards for salaries and wages, whether treated as direct or indirect costs, will be based on payrolls documented in accordance with generally accepted practice of the governmental unit and approved by the responsible official(s) of the governmental unit.

TIMETABLE:

Project Phasing	Phase 1
Environmental Review	February 1, 2015
Completion of Specification	July 1, 2015
Advertise for Bids	July 15, 2015
Pre-Bid Conference	July 20, 2015
Bid Opening	July 24, 2015
Contract Award Date	August 3, 2015
Pre-Construction Meeting	August 10, 2015
Work Order (Construction Start Date)	August 17, 2015
Construction Completion Date	October 16, 2015

The timetable provided is the best available based on current information and subject to change due to its reliance upon the Engineering firm hired to design plans.

REPORTS:

Upon award of the contract, the Department of Public Works & Utilities will furnish the Department of Housing & Community Services with a Contract and Subcontract Activity Report (Attachment D) identifying all activity on the project and the Emerging Business Enterprise involvement with such contracts.

Upon completion of construction, and before December 31, 2016 Department of Public Works & Utilities will furnish Housing & Community Services a final list of work completed.

CDBG EXPENDITURE STANDARDS

The City of Wichita is required to meet timely expenditure standards. Failure to meet the timeliness expenditure standards will subject the City to a mandatory reduction of 100% the CDBG amount which is in excess of the HUD timeliness standard.

All CDBG funded projects will be monitored at least annually to determine if CDBG funded activities are being carried out in a timely manner including timely expenditure rates. All subrecipients administering CDBG funded projects that do not meet the basic expenditure standard at the end of the first quarter will be notified. Each Subgrantee receiving a notice will be required to submit a corrective action plan to the Department of Housing & Community Services explaining the actions to be undertaken to correct the CDBG expenditure rates. Subrecipients will have until the end of the second quarter to rectify the issue.

Ninety days into the project Housing & Community Services will re-evaluate untimely projects. If the re-evaluation indicates that CDBG expenditure rates do not meet the provisions of this section, Housing & Community Services may take corrective action by recapturing project funds from the project and reallocating those funds to another eligible activity. Projects with continuing timeliness issues will be evaluated monthly and budget reduction adjustments will be made as necessary.

OTHER REQUIREMENTS

All procurement will be accomplished according to City of Wichita and HUD purchasing policies and procedures in accordance with CFR Part 85.

The Department of Public Works & Utilities shall record all program transactions into the City's financial system according to procedures established by the Controller's Office.

The Department of Public Works & Utilities shall establish and maintain accounting records specifically for the CDBG funds. Original documentation supporting all expenditures and other program records will be retained for five years after the final audit of expenditures made under this agreement. Records shall also be maintained documenting performance indicated in monthly reports and are subject to review by City staff.

All CDBG funded projects will be monitored at least annually to determine if CDBG funded activities are being carried out in accordance with the applicable Code of Federal Regulations.

Attachment B

BUDGET DETAIL

FUND	DEPT./DIVISION	PROJECT	PROJECT-OCA
Community Development Block Grant	Housing and Community Services – Community Investments	Street Paving	

Account Classification			Budget
PERSONAL SERVICES			
01	110	Salaries	
	1100	Bi-Weekly Wages	
	1101	Longevity	
	1205	Auto Allowance	
	1208	Cellular Phone Allowance	
	140	Employee Benefits	
	1400	FICA	
	1401	Employees Pension	
	1403	Worker's Compensation	
	1404	Unemployment Compensation	
	1405	Group Health Insurance	
	1406	Group Life Insurance	
TOTAL			**$0**
CONTRACTUAL SERVICES			
02	2200	PBX – Line Charges	
	2201	PBX – Instrument Charges	
	2203	Long Distance Service	
	2207	Postage – Regular	
	2301	Meals/Lodging Allowance	
	2302	Out of Town Registration	
	2304	Training Consultants	
	2308	Transportation Out of Town	
	2505	Contractor	0.
	2600	Data Center Charges	
	2902	Advertising	0.
	2917	Printing & Photocopying	
	2999	Other Contractuals	
TOTAL			**$317,020**
OTHER			
05	5308	Overhead	0
TOTAL			$0
GRAND TOTAL			**$317,020.00**

This page left blank intentionally. Insert **Attachment C, CDBG FY14-15 Project Map showing streets to be paved**

Attachment D

U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice: CPD-05-10

Issued: November 3, 2005
Expires: November 3, 2006

SUBJECT: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination

under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance (24 CFR 8.3). For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction – 24 CFR Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities (24 CFR 8.21(a)).

Alterations to facilities -- Part 8 requires to the maximum extent feasible that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible if doing so would impose undue financial and administrative burdens on the operation of the recipients program or activity (24 CFR 8.21 (b)).

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities (24 CFR 8.21 (c)).

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities 24 CFR 8.21(c)(1)). Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program (24 CFR 8.21(c)(iii)).

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property. However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of a historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program (24 CFR 8.21(c)(2)(ii)).

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided (24 CFR 8.32). For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; hearing-impaired, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement; however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment (see 24 CFR Part 8, Subpart B).

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA. HUD shares enforcement responsibility with the Department of Justice for Title II, and is designated the lead Federal agency for all programs, service and regulatory activities relating to state and local public housing and housing assistance and referral. The Equal Employment Opportunity Commission investigates administrative complaints involving Title I. For further information regarding The U.S. Department of Justice enforcement of Title II of the ADA, please visit http://www.ADA.gov.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment. These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR 35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR 35.151(c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR 35.151(e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR 35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and “commercial” facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is

operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS) (24 CFR 570.614). In practice, buildings built to meet the requirements of Section 504 and the ADA will conform to the requirements of the ABA.

Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. Nonetheless, recipients who have not completed a self-evaluation are encouraged to conduct a self-evaluation to be in compliance with this requirement under these regulatory provisions.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face,

but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with the regulations at Section 504 or Title II and Title III of the ADA.

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/offices/fheo/disabilities/sect504.cfm).** Additional assistance and information may be obtained by contacting the local HUD Office of Community Planning and Development and the Office of Fair Housing and Equal Opportunity. Below is a list of the phone numbers for these offices.

ATTACHMENT E

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 135--ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS--Table of Contents

Subpart B--Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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

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

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

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

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

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

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

Section 3 Compliance - Instructions

Section 3 Compliance is a Federal requirement and final payment cannot be made until pages 1 and 2 of attached "Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects", [HUD form 60002 (4/98)] have been completed and submitted to Community Investments, Housing & Community Services, 332 N Riverview, Wichita, KS 67203 (462-3723).

1. Section 3 applies to all housing rehabilitation, housing construction and other public construction contracts in excess of $100,000.

2. Section 3 resident means:
   a. a public housing resident; or
   b. an individual who resides in the metropolitan area in which the section 3 assistance is expended (City of Wichita) who is:
      i. low income (80% of median income).
   ii. very low income (50% of median income).
      iii. 30% of median income

3. Section 3 business concern means a business concern:
   a. that 51 percent or more of the business is owned by section 3 residents; or
   b. whose permanent, full time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
   c. that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of a section 3 business concern (a. and b. above).

4. Contractor/Subcontractor may demonstrate compliance by:
   a. Committing to employ section 3 residents as 30 percent of the aggregate number of new hires.
   b. Committing to contract with section 3 business concerns as 10 percent of the total dollar amount of all Section 3 covered contracts for work arising in connection with housing rehabilitation, housing construction and other public construction.

Section 3 covered contracts do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

5. Record keeping/reporting:
   Reports on HUD Form 60002 are to be submitted at the completion of the project or annually as of June 30th.

Examples of records Contractors/Subcontractors should maintain to show activity and results under Section 3.

1. Copies of advertisements for training and employment opportunities;

2. Lists of Section 3 residents who inquired about or actually applied for training or employment opportunities;

3. Copies of any procurement procedures conducted by the recipient;

4. Any evidence that, to the greatest extent feasible, steps have been taken to include Section 3 business concerns in opportunities arising from Section 3 - related activities;

5. Copies of strategies designed to implement Section 3, including records of solicitation mailing lists and direct solicitations of bids or proposals;

6. Records of bid evaluations and selections;

7. Copies of notifications of awards to grantees and contractors;

8. Documentation of pre-construction conferences;

9. Copies of letters to community organizations related to Section 3 recruiting or business development;

10. Photographs of signs or notices posted for Section 3 recruiting or business development;

11. Record of income levels of persons hired;

12. Documentation and correspondence concerning Section 3-related complaints; and

13. Records of contact made with unions or contractor's associations.

Fiscal Year 2014 Median Income Family Limits
Wichita, Kansas

PROGRAM	**1 Person**	**2 Persons**	**3 Persons**	**4 Persons**	**5 Persons**	**6 Persons**	**7 Persons**	**8 Persons**
30% of Median	$13,850	$15,800	$17,800	$19,750	$21,350	$22,950	$24,500	$26,200
50% of Median	$23,100	$26,400	$29,700	$32,950	$35,600	$38,250	$40,900	$52,200
80% of Median	$36,900	$42,200	$47,450	$52,700	$56,950	$61,150	$65,350	$69,600

THE CITY OF WICHITA

DATE: December 9, 2014

TO: Troy Houtman, CPRE, Director of Park & Recreation

FROM: Mary K. Vaughn, Director of Housing & Community Services

SUBJECT: Memorandum of Understanding
Friendship Park Improvements, District III
1329 S. Terrace, Wichita, Kansas

This Memorandum of Understanding (MoU) serves as the formal basis for assumption of the following performance requirements by the Department of Park & Recreation using funds provided under the Housing and Community Development Act of 1974, as amended.

It is mutually agreed between the Director of Housing & Community Services and the Director of Park & Recreation that the Department of Park & Recreation will furnish all services necessary to carry out the Friendship Park Improvement Project at 1329 S. Terrace. Improvements shall include a basketball court and soccer field, with sidewalks.

In addition, the Department of Park and Recreation will undertake the project and stay within the $80,000 budget using $80,000 in Community Development Block Grant (CDBG) funding as stated in Attachment B, Budget Detail.

During the administration of activities covered by this Memorandum, the Department of Park & Recreation agrees to comply with all applicable laws, regulations and policies of the United States, the State of Kansas and the City of Wichita, including, but not limited to, the following:

1. <u>Community Development Block Grant</u>
   a. Housing and Community Development Act of 1974, as amended
   b. 24 CFR Part 570
   c. City of Wichita Administrative Regulation No. 63

3. <u>Equal Opportunity</u>
   a. Title VI, Civil Rights Act of 1964.
   b. Section 109, Housing and Community Development Act of 1974, as amended.
   c. Executive Order 11246, as amended.
   d. Section 504 of the Rehabilitation Act of 1973, as amended and The Fair Housing Act. Accessibility Notice (Attachment D)
   e. City of Wichita Administrative Regulation No. 23.

4. <u>Section 3</u>
   a. Section 3, Housing and Urban Development Act of 1968, as amended (Attachment E).
   b. City of Wichita Administrative Regulation No 1.5

5. Grant Administration
   a. City of Wichita Administrative Regulation No. 2.4

6. Historic Preservation
   a. National Historic Preservation Act of 1966, as amended.
   b. National Environmental Policy Act of 1969.
   c. Preservation of Historical and Archaeological Data Act of 1974, amended.
   d. 24 CFR Part 58.

7. Other
   a. Federal Labor Standards.
   b. Clean Air Act, as amended.
   c. Lead-Based Paint Poisoning Prevention Act, as amended (note: requires certifications be retained in project files).
   d. 24 CFR Part 35 - Lead-based Paint Poisoning Prevention in Certain Residential Structures.
   e. 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition Policies Act.
   f. City of Wichita Administrative Regulation 1.2
   g. City of Wichita Relocation and Anti-displacement Plan (one-for-one housing replacement).
   h. HUD Expenditure Guidelines.

Department of Housing & Community Services will review all changes, modifications, deletions or additions to the Memorandum of Understanding prior to being sent to the City Manager or City Council.

Any significant change in scope and intent of this Memorandum of Understanding shall be considered and approved or disapproved by all parties. A significant change is defined as a change in program intent, program beneficiaries, basic program guidelines, and any budget or funding change over $10,000. Any change approved by the City Council shall have the full force and effect as all other provisions of this Memorandum of Understanding as though originally fully set out herein and shall be codified by a formal amendment.

Changes or amendments to this Memorandum of Understanding not submitted to the City Council for approval must be in writing and have the written approval of all signatories of this agreement.

Approval by the Director of Housing & Community Services and the City Manager constitutes a directive to implement this project.

This Memorandum of Understanding shall remain in force until December 31, 2015.

APPROVED: ***DATE***

Mary K. Vaughn
Director of Housing & Community Services

Troy Houtman, CPRE
Director of Park & Recreation

Robert Layton
City Manager

APPROVED AS TO FORM:

Sharon L. Dickgrafe, Interim Director of Law and City Attorney

Attachment A

Community Development Block Grant-R
PERFORMANCE CRITERIA

The Department of Park & Recreation shall utilize CDBG funds in the amount of $80,000 towards the basketball court, soccer field, and sidewalk improvements at Friendship Park.

This activity is eligible under 24 CFR 570.201(c), public facilities and improvements meeting the HUD National Objective on a Low Mod Area Benefit under 24 CFR 570.208(1)(i). (Attachment C).

SCOPE OF SERVICES:

1. The Department of Park & Recreation will provide project oversight and coordination within the project budget and provide the Department of Housing & Community Services with all contracts between the City and subcontractors for review before being submitted to Law or the City Manager.

2. All projects funded with CDBG funds will require an Environmental Review by the Metropolitan Area Planning Department. The Department of Park & Recreation will request such a review and ensure that it is completed prior to any expenditure of funds. Any changes in the scope or alternate locations of work to be performed will require an Environmental Review update. All requests for Environmental Review must include the following information:

    - Requesting department
    - Funding source
    - Description of work to be performed
    - Address or legal description of property

3. The Department of Park & Recreation will develop specifications and Purchasing will bid this project and encourage Emerging Business Enterprises (EBE) to participate.

4. The Department of Park & Recreation will develop specifications which include Federal Labor Standards, opportunities for EBE participation and Section 3 requirements. Bids will be solicited through Purchasing. The specifications shall require the contractor to supply all equipment, material, and services necessary to complete the job, including labor, and will warrant the work for a period of time commensurate with the type of improvement and industry standards**.** Prior to sending bid specifications, Park & Recreation will provide Housing & Community Services with a copy of the bid specifications to ensure all necessary federal forms are included.

    A. Federal Labor Standards - Housing & Community Services Department will obtain a wage decision from HUD to apply to this project. The wage decision provided by HUD must be included in the bid specifications.

B. Emerging Business Enterprises – The Purchasing Department shall enhance opportunities for qualified Emerging Business Enterprises by increasing their representation in the competitive base of contractors from which the City regularly purchases goods and services and ensure that all suppliers have equal access to the City's purchasing opportunities.

The Purchasing Department must demonstrate affirmative action to encourage EBEs participation per 24 CFR 570.506(g)(6) and report to the Department of Housing & Community Services the level of participation using Attachment E.

C. Section 3 of the HUD Act of 1968 – Department of Park & Recreation must comply with 24 CFR Part 135, Section 3 of the HUD Act of 1968, as amended, which requires that, to the greatest extent feasible, employment and other economic opportunities shall be directed to low and very low income persons, and to business concerns which provide economic opportunities to such persons.

Contractors and subcontractors with contracts over $100,000 shall maintain information as indicated on HUD form 2516 (Attachment E) and submit such information annually to the Department of Park & Recreation and on completion of the project or by December 31, 2014 whichever comes first. The Department of Park & Recreation shall provide a copy of all HUD-2516 forms submitted to Housing & Community Services.

Section 3 Goals

The City of Wichita in accordance with 24 CFR Part 135, has established goals for CDBG assisted projects. All Section 3 covered contracts shall include the Section 3 clause as shown in Attachment E. Consistent with existing Federal, State and local laws and regulations, the City of Wichita has set the following goals to comply with the Section 3 requirements:

- Committing to employ Section 3 residents at a rate of 30% of the aggregate of new hires for housing and community development assisted projects;
- Committing to contract a minimum of 10% of the total dollar amount of all other Section 3 covered contracts, such as community development infrastructure improvements or professional services;
- Committing to a minimum of 3% of the total dollar amount of all other Section 3 covered contracts.

Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of CDBG funds for the following activities:

- Housing construction
- Housing rehabilitation
- Other public construction

5. The Department of Park & Recreation will schedule a pre-bid and pre-construction

conference to review and explain applicable EEO/AA, Federal Labor Standards and Section 3 requirements. The Department of Park & Recreation must also document the affirmative steps to enhance opportunities for EBEs. Such affirmative steps may include, but not limited to, technical assistance that is open to all businesses.

6. The Department of Park & Recreation will verify satisfaction through Housing & Community Services that the contractor and its subcontractors have provided all necessary documentation and complied with all HUD regulations, before making final payment.

7. The Department of Park & Recreation will ensure construction is completed according to the extent funds are available. Substitutions or additions can be made as long as the budget contained herein is not exceeded and the substitutions or additions meet all CDBG project eligibility requirements. Substitutions or additions will require prior written approval from Housing & Community Services.

8. The Department of Park & Recreation will ensure that all of the contractor's necessary paperwork and documentation for CDBG requirements and Davis-Bacon compliance has been submitted to Housing & Community Services before final payment is made.

9. Any failure of the subrecipients to live up to the terms of their contract are to be immediately reported to Housing & Community Services with the following information: Agency Name, Address, Program Name, Date of Infraction, Detailed report of infraction(s), Actions taken or planned to resolve the violation.

BUDGET:

The total budget amount for this project shall not exceed $80,000, with $80,000 available from CDBG as specified in the budget detail and explanation (Attachment B). It is understood and agreed by and between the Director of Housing & Community Services and the Co-Director of Public Works & Utilities that if the cost of the work to be performed is greater than the amount allocated, work will be accomplished to the extent that funds are available.

All payroll reports will document each project's organizational cost account (OCA) number and the total number of hours worked each day for each OCA as required by the Office of Management and Budget's OMB Circular No. A-87. Charges to Federal awards for salaries and wages, whether treated as direct or indirect costs, will be based on payrolls documented in accordance with generally accepted practice of the governmental unit and approved by the responsible official(s) of the governmental unit.

TIMETABLE:

Project Phasing	Phase 1
Environmental Review	5/12/2014
Completion of Specification	12/31/2014
Advertise for Bids	1/30/2015
Pre-Bid Conference	2/11/2015
Bid Opening	3/6/2015
Contract Award Date	3/17/2015
Pre-Construction Meeting	4/1/2015
Work Order (Construction Start Date)	4/8/2015
Construction Completion Date	7/8/2015

ENVIRONMENTAL REVIEW REQUIREMENTS:

Any and all mitigation requirements identified as part of the Environmental Assessment performed by the City Planning Department must be completed as specified.

REPORTS:

Upon award of the contract, the Department of Park & Recreation will furnish the Department of Housing & Community Services with a Contract and Subcontract Activity Report (Attachment D) identifying all activity on the project and the Emerging Business Enterprise involvement with such contracts.

Upon completion of construction, and before Decemeber 31, 2015 the Department of Park & Recreation will furnish Housing & Community Services a final list of work completed.

CDBG EXPENDITURE STANDARDS

The City of Wichita is required to meet timely expenditure standards. Failure to meet the timeliness expenditure standards will subject the City to a mandatory reduction of 100% the CDBG amount which is in excess of the HUD timeliness standard.

All CDBG funded projects will be monitored at least annually to determine if CDBG funded activities are being carried out in a timely manner including timely expenditure rates. All subrecipients administering CDBG funded projects that do not meet the basic expenditure standard at the end of the first quarter will be notified. Each Subgrantee receiving a notice will be required to submit a corrective action plan to the Department of Housing & Community Services explaining the actions to be undertaken to correct the CDBG expenditure rates. Subrecipients will have until the end of the second quarter to rectify the issue.

Ninety days into the project Housing & Community Services will re-evaluate untimely projects. If the re-evaluation indicates that CDBG expenditure rates do not meet the provisions of this section, Housing & Community Services may take corrective action by recapturing project funds from the project and reallocating those funds to another eligible activity. Projects with continuing

timeliness issues will be evaluated monthly and budget reduction adjustments will be made as necessary.

OTHER REQUIREMENTS

All procurement will be accomplished according to City of Wichita and HUD purchasing policies and procedures in accordance with CFR Part 85.

The Department of Park & Recreation shall record all program transactions into the City's financial system according to procedures established by the Controller's Office.

The Department of Park & Recreation shall establish and maintain accounting records specifically for the CDBG funds. Original documentation supporting all expenditures and other program records will be retained for five years after the final audit of expenditures made under this agreement. Records shall also be maintained documenting performance indicated in monthly reports and are subject to review by City staff.

All CDBG funded projects will be monitored at least annually to determine if CDBG funded activities are being carried out in accordance with the applicable Code of Federal Regulations.

Attachment B

BUDGET DETAIL

FUND	DEPT./DIVISION	PROJECT	PROJECT-OCA
Community Development Block Grant-R	Housing and Community Services – Community Investments	Hazardous Sidewalk Replacement	

Account Classification			Budget
PERSONAL SERVICES			
01	110	Salaries	
	1100	Bi-Weekly Wages	
	1101	Longevity	
	1205	Auto Allowance	
	1208	Cellular Phone Allowance	
	140	Employee Benefits	
	1400	FICA	
	1401	Employees Pension	
	1403	Worker's Compensation	
	1404	Unemployment Compensation	
	1405	Group Health Insurance	
	1406	Group Life Insurance	
TOTAL			
CONTRACTUAL SERVICES			
02	2200	PBX – Line Charges	
	2201	PBX – Instrument Charges	
	2203	Long Distance Service	
	2207	Postage – Regular	
	2301	Meals/Lodging Allowance	
	2302	Out of Town Registration	
	2304	Training Consultants	
	2308	Transportation Out of Town	
	2505	Contractor	77,350
	2600	Data Center Charges	
	2902	Advertising	250
	2917	Printing & Photocopying	
	2999	Other Contractuals	
TOTAL			**$77,600**
OTHER			
05	5308	Overhead	2,400
TOTAL			$2,400
GRAND TOTAL			**$80,000**

Attachment C, Project Map showing Sidewalk Replacements

U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice: CPD-05-10

Issued: November 3, 2005
Expires: November 3, 2006

SUBJECT: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary

of the assistance (24 CFR 8.3). For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction – 24 CFR Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities (24 CFR 8.21(a)).

Alterations to facilities -- Part 8 requires to the maximum extent feasible that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible if doing so would impose undue financial and administrative burdens on the operation of the recipients program or activity (24 CFR 8.21 (b)).

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities (24 CFR 8.21 (c)).

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities 24 CFR 8.21(c)(1)). Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program (24 CFR 8.21(c)(iii)).

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property. However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of a historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program (24 CFR 8.21(c)(2)(ii)).

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided (24 CFR 8.32). For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; hearing-impaired, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement; however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment (see 24 CFR Part 8, Subpart B).

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA. HUD shares enforcement responsibility with the Department of Justice for Title II, and is designated the lead Federal agency for all programs, service and regulatory activities relating to state and local public housing and housing assistance and referral. The Equal Employment Opportunity Commission investigates administrative complaints involving Title I. For further information regarding The U.S. Department of Justice enforcement of Title II of the ADA, please visit http://www.ADA.gov.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment. These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR 35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR 35.151(c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR 35.151(e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR 35.105)

The Department of Justice offers technical assistance on Title II through its web page at **www.usdoj.gov/crt/ada/taprog.htm,** and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY).** The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS) (24 CFR 570.614). In practice, buildings built to meet the requirements of Section 504 and the ADA will conform to the requirements of the ABA.

Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. Nonetheless, recipients who have not completed a self-evaluation are encouraged to conduct a self-evaluation to be in compliance with this requirement under these regulatory provisions.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with the regulations at Section 504 or Title II and Title III of the ADA.

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page **(http://www.hud.gov/offices/fheo/disabilities/sect504.cfm).** Additional assistance and information may be obtained by contacting the local HUD Office of Community Planning and Development and the Office of Fair Housing and Equal Opportunity. Below is a list of the phone numbers for these offices.

ATTACHMENT E

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 135--ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS--Table of Contents

Subpart B--Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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

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

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

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

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

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

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work

to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Compliance - Instructions

Section 3 Compliance is a Federal requirement and final payment cannot be made until pages 1 and 2 of attached "Economic Opportunities for Low- and Very Low-Income Persons in Connection with Assisted Projects", [HUD form 60002 (4/98)] have been completed and submitted to Community Investments, Housing & Community Services, 332 N Riverview, Wichita, KS 67203 (462-3723).

1. Section 3 applies to all housing rehabilitation, housing construction and other public construction contracts in excess of $100,000.

2. Section 3 resident means:
   a. a public housing resident; or
   b. an individual who resides in the metropolitan area in which the section 3 assistance is expended (City of Wichita) who is:
      i. low income (80% of median income).
   ii. very low income (50% of median income).
      iii. 30% of median income

3. Section 3 business concern means a business concern:
   a. that 51 percent or more of the business is owned by section 3 residents; or
   b. whose permanent, full time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
   c. that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications of a section 3 business concern (a. and b. above).

4. Contractor/Subcontractor may demonstrate compliance by:
   a. Committing to employ section 3 residents as 30 percent of the aggregate number of new hires.
   b. Committing to contract with section 3 business concerns as 10 percent of the total dollar amount of all Section 3 covered contracts for work arising in connection with housing rehabilitation, housing construction and other public construction.

Section 3 covered contracts do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

5. Record keeping/reporting:
   Reports on HUD Form 60002 are to be submitted at the completion of the project or annually as of June 30th.

Examples of records Contractors/Subcontractors should maintain to show activity and results under Section 3.

1. Copies of advertisements for training and employment opportunities;

2. Lists of Section 3 residents who inquired about or actually applied for training or employment opportunities;

3. Copies of any procurement procedures conducted by the recipient;

4. Any evidence that, to the greatest extent feasible, steps have been taken to include Section 3 business concerns in opportunities arising from Section 3 - related activities;

5. Copies of strategies designed to implement Section 3, including records of solicitation mailing lists and direct solicitations of bids or proposals;

6. Records of bid evaluations and selections;

7. Copies of notifications of awards to grantees and contractors;

8. Documentation of pre-construction conferences;

9. Copies of letters to community organizations related to Section 3 recruiting or business development;

10. Photographs of signs or notices posted for Section 3 recruiting or business development;

11. Record of income levels of persons hired;

12. Documentation and correspondence concerning Section 3-related complaints; and

13. Records of contact made with unions or contractor's associations.

Fiscal Year 2013 Median Income Family Limits
Wichita, Kansas

HUD FY 2013 INCOME LIMITS
City of Wichita, Kansas

FAMILY SIZE	EXTREMELY LOW 30% OF MEDIAN	VERY LOW INCOME 50% OF MEDIAN	LOW INCOME 80% OF MEDIAN
1	$13,300	$22,150	$35,400
2	$15,200	$25,300	$40,450
3	$17,100	$28,450	$45,500
4	$18,950	$31,600	$50,550
5	$20,500	$34,150	$54,600
6	$22,000	$36,700	$58,650
7	$23,500	$39,200	$62,700
8	$25,050	$41,750	$66,750

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: HOME Program; Housing Development Loan Program Funding (District III)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Housing Development Loan Program funding allocation.

Background: On May 6, 2014, the City Council approved final allocations for the 2014-2015 first program year action plan. That plan included $250,000 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding is available for non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The program funding must be utilized within the boundaries of the City's Redevelopment Incentives Area (RIA), Neighborhood Revitalization Area (NRA) or Local Investment Areas (LIA), as described in the Neighborhood Revitalization Plan adopted by the City Council. Requests for funding under the program are received on an open application basis.

Analysis: HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant buyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of construction from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is $95,550. Lower values in existing neighborhoods in the City's targeted areas often result in homes being sold for less than the cost of construction.

All homes constructed with HOME funding through the HDLP must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Jakub's Ladder, Inc. (Jakub's Ladder), a non-profit organization, has submitted a HDLP application to construct a new home on a vacant lot at 1828 S. Santa Fe, within the South Central Local Investment Area. Jakub's Ladder has identified a buyer who has entered into an agreement to purchase the home and has obtained a formal commitment for long-term financing.

Financial Considerations: The total project cost is estimated to be $132,660. HOME funding for the proposed project will be $45,027 including a 5% contingency, and will be provided in the form of a zero-interest, forgivable development subsidy loan. HOME funding will be used to cover some of the subcontracting expenses involved in home construction, such as excavation, foundation construction, mechanical items, site improvements, as well as developer fees.

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

Recommendations/Actions: It is recommended that the City Council approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

Attachment: Funding agreement.

FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Jakub's Ladder, Inc.,

A Non-Profit Housing Developer

HOME Investment Partnerships
Program

2014 Housing Development Loan Program Funding

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

No._____

AGREEMENT

THIS CONTRACT, dated December 9, 2014, 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 Jakub's Ladder, Inc., a non-profit Developer, hereinafter referred to individually as the Developer).

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

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

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

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

SECTION 1. SCOPE OF SERVICES. The Developer 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 Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such

sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by December 31, 2015, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer 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 Developer 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 Developer, 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 Developer 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, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer 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 Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from

occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (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 Developer receiving funds pursuant to this contract.

B. The Developer 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 Developer 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 Developer has fifteen or more employees, the Developer 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 Developer'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 subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u

(Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

3. The Developer 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 Developer 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 Developer 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 Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer 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 Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper 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 or construction of residential property containing less than twelve units, the Developer 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, and 40 U.S.C. 276c) 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. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer 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 more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer 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 Developer 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 Developer 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 Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their 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 Developer 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 Developer's compliance with The Rehabilitation Act. Such notices shall state the Developer'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 Developer 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 Developer, 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 Developer will not exceed $45,027.00 as referenced in Exhibit B. Contract payments above $45,027.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer 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 Developer, 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 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer 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 Developer 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. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental

conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. 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.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

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/developer 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 Developer 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 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, 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 Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

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

(b) Developer'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 developer shall not be required to establish an accrual accounting system. The Developer 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 Developer 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 developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. 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 Developer, 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 Developer 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 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer 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 Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer 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 Developer 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 Developer 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 Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer 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 Developer 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 Developer 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 Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. 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 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer 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 and Community Services Department,

payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials (24 CFR 92.251), or be certified to be Energy Star compliant. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. 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.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

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

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

Jakub's Ladder, Inc.

_____
Signature

_____
Title of Jakub's Ladder Officer

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Sharon L. Dickgrafe Date
Interim Director of Law and City Attorney

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 Jakub's Ladder, Inc., hereinafter referred to as the "City" and "Developer", that execution of this contract obligates the Developer to the following performance requirements.

In return for the $45,027 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

1828 S. Santa Fe, Wichita, Kansas

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

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

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

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Unfinished Basement: $85,700

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Basement with One Bath, One Bedroom Finished in Basement: $90,450

Single-Story, 2-Bedroom, One Bath, Two-Car Garage, Two Bedrooms, One Bath Finished In Basement: $92,200

Single-Story, 3-Bedroom, One Bath, Two Car Garage, Full Unfinished Basement: $95,550

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

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

I. Project Requirements

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

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

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

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

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

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes,

purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

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

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

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

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

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

III. Administration

The Jakub's Ladder, Inc. President/C.E.O. will supervise operations and administration on a day-to-day basis. The Jakub's Ladder, Inc. Board of Directors is ultimately responsible for program administration.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $45,027 in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $45,027.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency.)

	$ 45,027.00
TOTAL	$ 45,027.00

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

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

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

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment

will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

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

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

A. Project Requirements

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

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

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

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

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

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

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

2 Bedroom: $740 - $198 (Utility Allowance) = $542.00

3 Bedroom: $856 - $234 (Utility Allowance) = $622.00

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

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other

electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

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

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

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

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

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

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

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

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years,

beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

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

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

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

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

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

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

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

3. Send notices of housing availability (using form approved by the City) to

agencies from a list provided by the City.

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

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

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

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

8. The Owner will provide, for the year ending June 30 of each year, beginning June 30, 2015, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

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

B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2015, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

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

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

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

VI. Conditions Precedent to Construction

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

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

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

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

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

E. Provide evidence that ownership interest in the property vests in Jakub's Ladder, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)

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

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

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

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

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

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

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

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The

Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

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

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

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

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

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

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

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

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

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

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

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

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

VIII. Program Evaluation

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

IX. Project Close-Out

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

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency ($2,144.00.))	$ 45,027.00
TOTAL	$ 45,027.00

Exhibit D

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	6,500.00
(B) Plus: Construction (Hard) Costs Including Demolition	105,500.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	6,000.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter "0.00" if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	2,600.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	120,600.00
(G) Plus: Developer Fee (__10__%) of (F)	12,060.00
(H) Total Per-Unit Cost (F + G)	132,660.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	89,777.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
(K) Project Subsidy (Gap Financing) Required, per unit (H – I – J)	42,883.00
(L) Gap Financing Contingency (5% X K)	2,144.00
(M) HOME (Gap) Financing	45,027.00

Sources	**Amount**	**Uses**	**Amount**
Construction Financing	71,662.00	Acquisition Costs	6,500.00
		Project "Soft" Costs	6,000.00
HOME (Gap) Financing	45,027.00	Construction Costs	105,500.00
Repayment of Subsidy Loans	18,115.00	Site Improvements	2,600.00
		Developer Fee	12,060.00
		5% Contingency	2,144.00
TOTAL	134,804.00	**TOTAL**	134,804.00

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: HOME Program Funding Agreement Amendment; 2013 Boarded-up House Program (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the amendment to the funding agreement to extend the project completion period to December 31, 2015 and authorize the necessary signatures.

Background: On June 18, 2013, the City Council allocated $100,000 for the Boarded-up House Program from the City's 2013 HOME Investment Partnerships Program (HOME) grant, in connection with the 2013-2014 fifth program year action plan. The City Council also approved a funding agreement with Mennonite Housing Rehabilitation Services, Inc. (Mennonite Housing) and Power CDC, Inc. (Power CDC) in the amount of $100,000, for the acquisition and demolition of two blighted, vacant homes with new single-family homes to be constructed on each site. New homes constructed with funding provided under the agreement are to be sold to income-eligible, owner-occupant home buyers, with down payment and closing costs assistance loans to be provided through the City's HOMEownership 80 Program.

Analysis: Mennonite Housing and Rehabilitation Services completed the first home in 2014; it was sold in August and is now occupied by an eligible family. The second home to be completed under the funding agreement is located at 1111 N. Madison, and is currently under construction by Mennonite Housing. The current funding agreement expires December 31, 2014. Extension of the agreement is requested to allow for completion of construction, site improvements and sale of the home. The requested extension date is December 31, 2015. This request is compliant with HOME program regulations.

Financial Considerations: The amendment to the funding agreement does not require additional funding.

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

Recommendations/Actions: It is recommended that the City Council approve the amendment to the funding agreement to extend the project completion period to December 31, 2015 and authorize the necessary signatures.

Attachments: Funding agreement amendment.

AMENDMENT TO FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT

A
PARTICIPATING JURISDICTION
And

Mennonite Housing Rehabilitation Services, Inc.

and

Power Community Development Corporation

HOME Investment Partnerships Program

2013 Boarded-up House Program Funding

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

This contract amendment is entered into December 9, 2014 and dated to be effective December 9, 2014, between the City of Wichita (hereinafter referred to as the CITY) and Mennonite Housing Rehabilitation Services, Inc., and Power Community Development Corporation, hereinafter hereinafter referred to as the "Developers".

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated August 1, 2013, and effective the date executed by the Mayor of the City of Wichita, August 22, 2013, in the amount of $100,000, in which the Developers agreed to undertake an affordable housing program involving the acquisition of property and construction of single-family homes.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective August 22, 2013, and executed August 22, 2013, and the intent of this amendment, entered into December 9, 2014 and dated to be effective December 9, 2014, hereby agree, covenant, and contract with each other that, effective December 9, 2014, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

SECTION 2. TIME OF PERFORMANCE. The services of the Developers are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by December 31, 2015, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 32. FEES. The Developers cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

EXHIBIT B, SECTION IV. CONVERSION TO RENTAL PROJECTS. Section IV of the original Exhibit B to the original agreement dated to be effective August 22, 2013 is replaced with the modified text of Section IV as set forth in the Exhibit B attached hereto.

Mennonite Housing Rehabilitation Services, Inc.

_____
Signature

_____
Title of Officer Date

Power Community Development Corporation

_____
Signature

_____
Title of Officer Date

CITY OF WICHITA

By_____
Carl Brewer, Mayor Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Sharon L. Dickgrafe Date
Interim Director of Law and City Attorney

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

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

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

A. Project Requirements

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

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

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

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

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

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

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

2 Bedroom: $740 - $198 (Utility Allowance) = $542.00

3 Bedroom: $856 - $234 (Utility Allowance) = $622.00

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

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

maintained throughout the construction and rental period

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

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

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

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

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

8. The Owner will provide, for the year ending June 30 of each year, beginning June 30, 2015, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: Skywalk Improvements to the Market Street Parking Garage (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the additional scope of work to the previously approved project and adopt the bonding resolution.

Background: The City Council approved the expenditure of $9,685,000 on March 25, 2014 for structural repairs and other improvements to the parking garage located at 215 South Market. After receipt of favorable bids for the structural repairs/improvements along with projected costs for the remaining necessary interior renovations, the expected repair cost for the entire structure is now estimated to be $6,560,000.

The existing skywalks that extend from the garage and cross Market and William Streets were not part of the original repair plan. Public Works & Utilities staff have prepared cost data for the renovation of these elements, as well as creating sidewalk display amenities along William Street.

Analysis: The skywalks were reviewed by a structural engineering consultant in 2009 and found to be in good condition structurally. The interior and exterior fascia of the skywalks is in need of complete renovation. The proposed improvements to the skywalks would link the newly refurbished parking garage to the Sutton and State office buildings, improving the projected occupancy of these buildings while increasing the demand for parking within the garage. The skywalks require a new roof, window replacements, exterior wall and underside sheathing repairs, interior lighting, floor finish, and wall coverings. The cost to refurbish the skywalks is estimated to be $430,000.

The street level improvements along William Street would renovate the recessed niche elements of the parking garage structure into glazed enclosures for marketing and/or informational displays. These areas currently have no defined use. The cost to renovate the niche spaces is estimated to be $130,000.

Financial Considerations: The original funding level for the repairs to the parking garage was $9,685,000. The additional work outlined for the skywalks and street level displays total $560,000. With the revised parking garage construction now estimated to be $6,560,000, the new total expenditures are estimated to be $7,120,000. The additional monies to fund the entire garage improvements came from the Commerce Arts District improvement project and approximately $1.5 million in projected savings from the garage will revert back to that project. Staff requests a waiver of City Council Policy No. 2 regarding the use of project savings to allow this transfer of funds. The funding source is general obligation bonds.

Legal Considerations: The attached bonding resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the revised project scope, adopt the bonding resolution and authorize the necessary signatures.

Attachments: Amended bonding resolution, architectural renderings of garage, skywalk, and street level improvements.

RESOLUTION NO. 14-360

A RESOLUTION AMENDING RESOLUTION NO. 14-092 OF THE CITY OF WICHITA, KANSAS, WHICH AMENDED SECTIONS 1 AND 2 OF RESOLUTION NO. 14-048 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 (PARKING GARAGE – 215 S. MARKET).

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. 14-048, as amended on March 25, 2014, by Resolution No. 14-092, authorized financing of the costs of labor, material, and equipment for the repair and stabilization of a City-owned, nine-level public parking garage structure providing approximately 550 parking spaces, located at 215 S. Market in the City, including design plans and engineering consultation, in an estimated amount of $9,685,000, but costs have come in substantially below such estimate; and

WHEREAS, the City now wishes to enlarge the scope of the project, to include renovation of the street level niche spaces in the garage façade to serve as glazed enclosures for marketing and/or informational displays, and to also include renovation and repair of the existing skywalks connecting the garage to the Sutton and State Office Buildings;

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

Section 1. **Amendment**. ***Section 1*** of Resolution No. 14-092 is hereby amended to read as follows:

> **Section 1**. **Amendment**. ***Sections 1 and 2*** of Resolution No. 14-048 are hereby amended to read as follows:
>
> > **Section 1**. **Project Authorization.** It is hereby authorized, ordered and directed that the project, including the costs of design plans and engineering consultation, labor, material, and equipment for the repair and stabilization of a City-owned nine-level public parking structure providing approximately 550 parking spaces and located at 215 S. Market in the City (the "Garage"), renovation of the street level niche spaces in the façade of the Garage to serve as glazed enclosures for marketing and/or informational displays, and also the renovation and repair of the existing skywalks connecting the Garage to the Sutton and State Office Buildings (collectively, the "Project"), be completed at an estimated cost of $8,185,000, in accordance with specifications prepared or approved by 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 are authorized to be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures authorized by Resolution No. 14-048 made on or after the date which was 60 days before the date of adoption of Resolution No. 14-048 and to reimburse additional expenditures authorized by Resolution No. 14-092 or by this

Resolution, which were made 60 days before the date of adoption of the respective authorizing Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. Repealer; Ratification. Section 1 of Resolution No. 14-092 is hereby repealed and the rest and remainder of the operative text of Resolution No. 14-092 is hereby ratified and confirmed.

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 December 9, 2014.

(SEAL)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Sharon Dickgrafe, Interim Director of
Law and City Attorney

MARKET ST.
215

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215
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Second Reading Ordinances for December 9, (first read on December 2, 2014)

A. **Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet. (District IV)**

ORDINANCE NO. 49-890

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AND THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

B. **Public Hearing and Issuance of Industrial Revenue Bonds, Cessna Aircraft Company. (Districts III and IV)**

ORDINANCE NO. 49-891

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES V, 2014 (CESSNA AIRCRAFT CORPORATION) FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AS WELL AS TO FINANCE THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; APPROVING THE EXERCISE OF THE OPTION OF TO PURCHASE CERTAIN RELATED IMPROVEMENTS AND EQUIPMENT PURCHASED WITH THE PROCEEDS OF THE CITY OF WICHITA, KANSAS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES VIII, 2004; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

C. **Public Hearing and Issuance of Industrial Revenue Bonds, High Touch/One Twenty South Main, LLC. (District I)**

ORDINANCE NO. 49-892

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES VII, 2014 (HIGH TOUCH, INC. PROJECT) FOR THE PURPOSE OF THE ACQUISITION, REMODELING AND EQUIPPING AN EXISTING COMMERCIAL FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

D. <u>Approval of Economic Development Incentive Agreement, Apex Engineering International, LLC.</u> (District VI)

ORDINANCE NO. 49-893

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A FORGIVABLE LOAN AGREEMENT AND PROMISSORY NOTE BY AND BETWEEN APEX ENGINEERING INTERNATIONAL, LLC AND THE CITY OF WICHITA, KANSAS.

E. <u>Adoption of the 2012 International Mechanical Code.</u>

ORDINANCE NO. 49-896

AN ORDINANCE AMENDING SECTIONS 5.A.040, 5.1.010, AND ALSO CREATING SECTIONS 5.1.175 & 5.1.215, OF THE WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

F. <u>Adoption of the 2014 National Electrical Code.</u>

ORDINANCE NO. 49-897

AN ORDINANCE AMENDING SECTIONS 4.A.080, 4.1.020, 4.1.110, 4.2.010, 4.2.070, 4.2.125, 4.2.170, 4.2.175 AND 4.2.220; DELETING SECTIONS 4.2.185 AND 4.2.190; CREATING SECTIONS 4.2.055, 4.2.205 AND 4.2.240; AND REPEALING THE ORIGINALS OF SECTIONS 4.A.080, 4.1.020, 4.1.110, 4.2.010, 4.2.070, 4.2.125, 4.2.170, 4.2.175, 4.2.185, 4.2.190 AND 4.2.220; OF THE WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

G. <u>Adoption of the 2012 Uniform Plumbing Code</u>.

ORDINANCE NO. 49-898

AN ORDINANCE AMENDING SECTIONS 3.A.040, 3.1.010, 3.1.020, 3.1.050, 3.1.060, 3.1.070, 3.1.085, 3.1.090, 3.1.100, 3.1.110, 3.1.120, 3.1.130, 3.1.150, 3.1.180, 3.1.190, 3.1.200, AND 3.1.210; AND REPEALING THE ORIGINALS OF SECTIONS 3.A.040, 3.1.010, 3.1.020, 3.1.050, 3.1.060, 3.1.070, 3.1.085, 3.1.090, 3.1.100, 3.1.110, 3.1.120, 3.1.130, 3.1.150, 3.1.180, 3.1.190, 3.1.200, AND 3.1.210; ALSO CREATING SECTIONS 3.1.215., 3.1.216, 3.1.217, 3.1.218, 3.1.219 OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

H. <u>SUB2014-00005 -- Plat of Hoover Industrial Park Addition located on the Southeast Corner of K-96 Highway and Hoover Road.</u> (County)

ORDINANCE NO. 49-899

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

I. <u>Plat of Falcon Falls 5th Addition located on the North Side of 45th Street North, on the West Side of Hillside.</u> (District I)

ORDINANCE NO. 49-900

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

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: ZON2014-00024 – Request for a Zone Change from General Office and Multi-Family Residential to General Commercial on Property Generally Located Southwest of Topeka and Murdock Avenues (District VI)

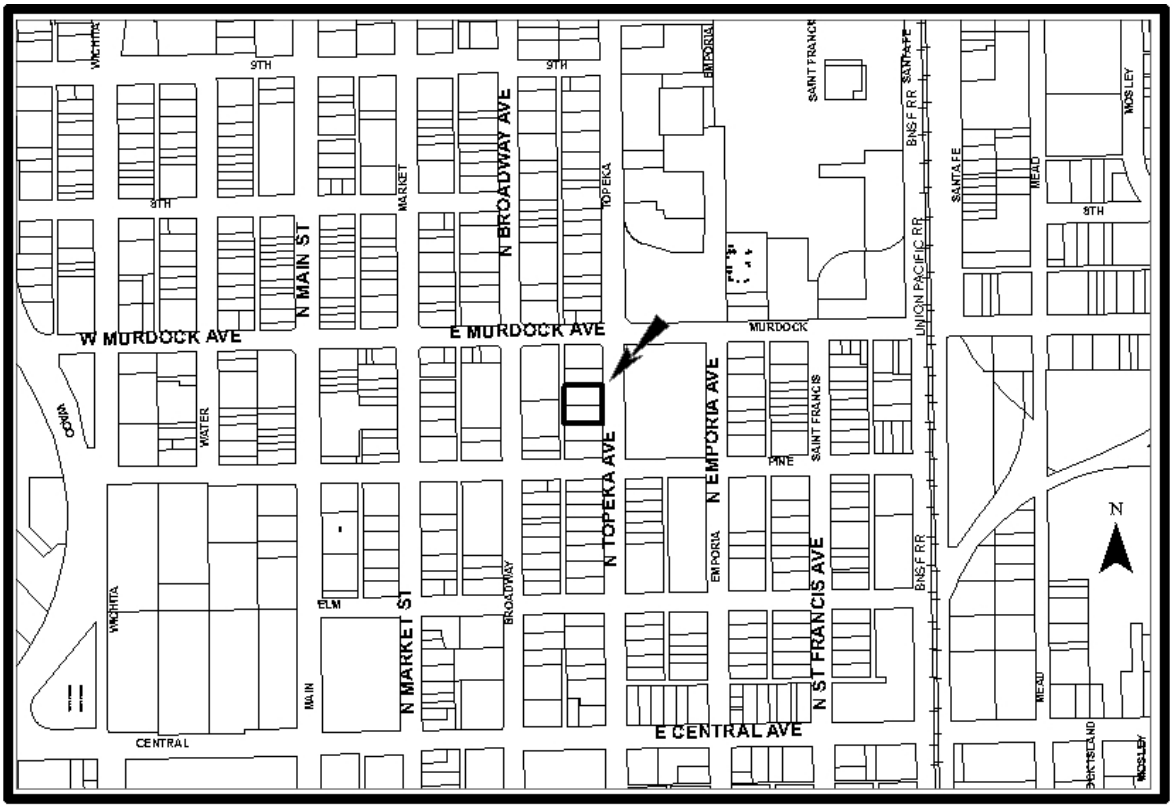
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (10-0).

DAB Recommendation: District Advisory Board VI recommended approval of the request (7-0).

MAPD Staff Recommendation: The Metropolitan Area Planning Department staff recommended approval of the request.



Background: The applicants are requesting GC General Commercial zoning on the GO General Office and B Multi-Family Residential zoned subject site, which is located south of Murdock Avenue on the west side of Topeka Avenue. If approved the vacant subject site will become part of a new and larger QuickTrip (QT) convenience store with multiple gas pumps. The new QT convenience store will replace the current GC zoned QT convenience store (with multiple gas pumps), which is located west of the subject site, across a paved alley. A convenience store is permitted by right in the GC zoning district.

A recently cleared and now vacant GC zoned property abuts the north side of the site. A small LC Limited Commercial zoned one-story commercial building (built 1927) and undeveloped LC and B zoned lands are located further north of the subject site, across Murdock Avenue. Northeast, across Murdock Avenue, and east of the site, across Topeka Avenue, are GO and GC zoned Via Christi-St. Francis buildings (built 2000, 2004 and 2006) and their open parking lots. These medical buildings are part of the Via Christi-St. Francis medical complex, which is the dominant development in the area. The Via Christi-St. Francis medical complex covers roughly an area from Pine Street to 10th Street North (five and a half blocks) and from Santa Fe Avenue to Topeka Avenue (four blocks). A B zoned single-family residence (built 1902) abuts the south side of the site. The adjacent south and southwestern (across a paved alley) properties are zoned B and GC and are developed with four (4) two-three story apartments (built 1900, 1924 and 1930) and undeveloped land. As already noted a GC zoned QT convenience store (built 1989) is currently located west, across a paved alley, from the subject site.

Analysis: On November 3, 2014, District Advisory Board (DAB) VI considered and approved (7-0) the request. There were no protests against the request at the DAB VI meeting.

On November 6, 2014, the Metropolitan Area Planning Commission (MAPC) considered the request. There were no protests at the MAPC meeting. The MAPC voted 8-0 to approve the request. Planning staff has received no valid protest and received no calls protesting the request.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council concur with the findings of the MAPC and approve the zoning and place the ordinance on first reading (simple majority vote required).

Attachments:

- MAPC minutes
- DAB memo
- Ordinance

OCA 150004

ORDINANCE NO. 49-907

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

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2014-00024

Zone change to GC General Commercial ("GC") zoning on an approximately 0.466-acres property described as:

Lots 54, 56, and Lot 52, EXCEPT the south 15 feet of said Lot 52, on Topeka Avenue, J.P. Hilton's Addition to the City of Wichita, Sedgwick County, Kansas,
TOGETHER WITH
The north 25 feet of Lot 48, all of Lot 50, and the south half of Lot 52, on Topeka Avenue, J.P. Hilton's Addition to Wichita, Sedgwick County, Kansas; generally located a block east of Broadway Avenue, south of Murdock Avenue on the west side of Topeka Avenue.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

_____
Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Sharon Dickgrafe, Interim City Attorney

EXCERPT MINUTES OF THE NOVEMBER 6, 2014 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2014-00024 - Betzen Family Trust & Quiktrip West, Inc., (owners/applicants) / MKEC c/o Brian Lindebak (agent) request a City zone change from GO General Office and B Multi family to GC General Commercial on property described as:

Lots 54, 56, and Lot 52, EXCEPT the south 15 feet of said Lot 52, on Topeka Avenue, J.P. Hilton's Addition to the City of Wichita, Sedgwick County, Kansas,
TOGETHER WITH
The north 25 feet of Lot 48, all of Lot 50, and the south half of Lot 52, on Topeka Avenue, J.P. Hilton's Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicants are requesting GC General Commercial zoning on the GO General Office and B Multi-Family Residential zoned subject site, which is located south of Murdock Avenue on the west side of Topeka Avenue. If approved the vacant subject site will become part of a new and larger QuickTrip (QT) convenience store. A GC zoned 24-hour, seven days a week QT convenience store with multiple gas pumps is currently located west, across a paved alley, from the subject site. A convenience store is permitted by right in the GC zoning district.

A recently cleared and now vacant GC zoned property abuts the north side of the site. A small LC Limited Commercial zoned one-story commercial building (built 1927) and undeveloped LC and B zoned lands are located further north of the subject site, across Murdock Avenue. Northeast, across Murdock Avenue, and east of the site, across Topeka Avenue, are GO and GC zoned Via Christi-St. Francis buildings (built 2000, 2004 and 2006) and their open parking lots. These medical buildings are part of the Via Christi-St. Francis medical complex, which is the dominant development in the area. The Via Christi-St. Francis medical complex covers roughly an area from Pine Street to 10th Street North (five and a half blocks) and from Santa Fe Avenue to Topeka Avenue (four blocks). A B zoned single-family residence (built 1902) abuts the south side of the site. The adjacent south and southwestern (across a paved alley) properties are zoned B and GC and are developed with four (4) two-three story apartments (built 1900, 1924 and 1930) and undeveloped land. As already noted a GC zoned QT convenience store (built 1989) is currently located west, across a paved alley, from the subject site.

CASE HISTORY: The subject properties, Lots 54, 56, and Lot 52, except the south 15 feet of said Lot 52, and the north 25 feet of Lot 48, all of Lot 50, and the south half of Lot 52 on Topeka Avenue, all in the J.P. Hilton's Addition to the City of Wichita was recorded with the Sedgwick County Register of Deeds January 1, 1870. The subject properties and the adjacent QT convenience store site/property are being replatted, SUB2014-00035, and are on today's November 6, 2014, agenda for consideration by the MAPC. Planning staff has spoken to several citizens about the proposed zoning. Their concerns included, but are not limited to, an increase of vagrants in the area and their impact on their adjacent apartments as a result of a larger QT.

ADJACENT ZONING AND LAND USE:

NORTH: GC, LC, B, GO	Undeveloped land, small commercial building, vacant land, hospital/medical facilities
SOUTH: GC, B	Single-family residence, apartments, vacant land

WEST: GC	Convenience store
EAST: GC	Medical facilities

PUBLIC SERVICES: The site is proposed to have: two drives onto Broadway Avenue (old US Highway 81), a paved two-way, four-lane arterial, and a drive onto Murdock Avenue, a paved two-way, four lane arterial with a center turn lane, and two drives onto Topeka Avenue, a paved one-way south, two-lane arterial. The current QT has one drive each onto Broadway and Murdock Avenues. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "urban residential" uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The GC zoning district is not compatible with the urban residential category. The purpose of the GC zoning district is to accommodate retail, commercial, office and other complementary land uses. The GC District is generally compatible with the "regional commercial" designation of the Wichita-Sedgwick County Comprehensive Plan. A 24-hour, seven days a week convenience store with multiple gas pumps is first permitted in the LC zoning district, which is a more restrictive commercial zoning district than the requested GC zoning. The LC zoning district is generally compatible with the "local Commercial" or regional commercial designations of the Wichita-Sedgwick County Comprehensive Plan.

The B and GO zoned subject properties are sandwiched between GO and GC zoning on its east (Via Christi-St. Francis medical facilities), west (the QT convenience store) and north sides (recently cleared and now vacant QT owned property). The proposed expansion of the eastern adjacent GC zoned QT is more in character with the area's most recent development (Via Christi -St. Francis medical complex) than the remaining single-family residence abutting the south side of the site, along Topeka Avenue. The area's apartments are not out of character with the area and its zoning.

The subject sites are located in the Center City Neighborhood Plan, which was adopted in February 2000. The Plan does note that the more recent developments along Broadway Avenue, including the west adjacent QT, have been automobile oriented. The Plan also notes that commercial/retail development is a high priority. The redevelopment and expansion of the QT (via the company's newest building style and layout) onto the subject site may provide an improvement to the visual impact of the area as well as providing improved access into and out of the QT site.

RECOMMENDATION: The request would allow all of the QT properties to be under one zoning and allow for the replacement of the existing QT site into a larger building and site. In the past the MAPC has supported the expansion of existing businesses, which is what the requested zoning would facilitate. Based on the information available prior to the public hearing, MAPD staff recommends the application for GC zoning be APPROVED, subject to a replat within a year.

This recommendation is based on the following findings:

(1) **The zoning, uses and character of the neighborhood:** A recently cleared and now vacant GC zoned property abuts the north side of the site. A small LC Limited Commercial zoned one-story commercial building (built 1927) and undeveloped LC and B zoned lands are located further north of the subject site, across Murdock Avenue. Northeast, across Murdock Avenue, and east of the site, across Topeka Avenue, are GO and GC zoned Via Christi-St. Francis buildings (built 2000, 2004 and 2006) and their open parking lots. These medical buildings are part of the Via Christi-St. Francis medical complex, which is the dominant development in the area. The Via Christi-St. Francis medical complex roughly covers an area from Pine Street to 10th Street North (five and a half blocks) and from Santa Fe Avenue to Topeka Avenue (four blocks). A B zoned single-family residence (built 1902) abuts the south side of the site. The adjacent south and southwestern (across a paved alley) properties are zoned B and GC and are developed with four (4) two-three story apartments (built 1900, 1924 and 1930) and undeveloped land. As already noted a GC zoned QT convenience store (built 1989) is currently located west, across a paved alley, from the subject site.

(2) **The suitability of the subject property for the uses to which it has been restricted:** The B and GO zoned subject properties could be developed for residential uses, as well as office and medical services, which would not be out of character with the area. The current zoning does not allow retail or a convenience store which would prevent the redevelopment and expansion of the QT property.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested GC zoning would allow for the redevelopment and expansion of a use (QT convenience store) that has been in the area since at least 1989. The requested zoning, creates a larger QT site that would allow for easier access in and out of the site, as well as improve internal circulation and parking. This proposed redevelopment has perhaps the City's largest medical complex (Via Christi-St. Francis) as a neighbor which generates substantial vehicular traffic through the area and which does use and would continue to use the QT facility. Police would need to address the neighbor's concerns about an increase in of vagrants in the area and their impact on their adjacent apartments as a result of a larger QT.

(4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval would allow a larger site for the QT which would allow for easier access in and out of the site, as well as improve internal circulation and parking. The current site is tight with no access onto Topeka Avenue. The two drives onto Topeka Avenue offer two more points of access in and out of the current site. Access onto the current site is a drive onto Murdock Avenue and another onto Broadway Avenue. The proposed drives onto Topeka Avenue relieves vehicular pressure on the Broadway and Murdock Avenue drives. Denial of the request could impose a financial hardship on the owner.

(5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "urban residential" uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this

category. The GC zoning district is not compatible with the urban residential category. The purpose of the GC zoning district is to accommodate retail, commercial, office and other complementary land uses. The GC District is generally compatible with the "regional commercial" designation of the Wichita-Sedgwick County Comprehensive Plan. A 24-hour, seven days a week convenience store with multiple gas pumps is first permitted in the LC zoning district, which is a more restrictive commercial zoning district than the requested GC zoning. The LC zoning district is generally compatible with the "local commercial" or regional commercial designations of the Wichita-Sedgwick County Comprehensive Plan.

The B and GO zoned subject properties are sandwiched between GO and GC zoning on its east (Via Christi-St. Francis medical facilities), west (the QT convenience store) and north sides (recently cleared and vacant land). The proposed expansion of the eastern adjacent GC zoned QT is more in character with the area's most recent development (Via Christi-St. Francis medical complex) than the remaining south abutting single-family residence located along Topeka Avenue. The area's apartments are not out of character with the area and its zoning.

The subject sites are located in the Center City Neighborhood Plan, which was adopted February 2000. The Plan does note that the more recent developments, including the west adjacent QT, have been automobile oriented. The Plan also notes that commercial/retail development is a high priority. The redevelopment and expansion of the QT (via the company's newest building style and layout) onto the subject may provide an improvement to the visual impact of the area as well as providing improved access into and out of the QT site.

(6) **Impact of the proposed development on community facilities:** All services are in place and any increased demand on community facilities can be handled by current infrastructure.

BILL LONGENCKER, Planning Staff presented the Staff Report.

FOSTER mentioned pedestrian traffic and that this was an anchor and very important commercial use for a lot of neighbors in the area. He mentioned work he has done in other parts of the State where pedestrian planning is required for commercial sites to provide pedestrian access to buildings. He asked about convenient pedestrian access from the parking lot on this project.

LONGNECKER commented that nothing special has been done regarding pedestrian traffic. He said the only discussion about pedestrian traffic he has heard was at the DAB VI meeting where there was discussion about vagrants congregating at the site and using the alley. He said there was also discussion regarding the bike lanes along Topeka Avenue. He said those comments were passed on to the Traffic Engineer and bicycle Planner, Scott Wadle.

FOSTER said sometimes the screening requirements of the Landscape Ordinance get in the way of pedestrian access.

LONGNECKER commented that the applicant and agent were present with an exhibit of the site plan and could address any specific concerns.

MCKAY asked if the City required sidewalks on both sides of the street.

MILLER said sidewalks are required on all arterial streets. He said painted pedestrian access is also required within CUPs; however, the Code does not require either of those for single user sites. He asked Commissioner Foster if he was looking for some form of painted walkway through the parking lot to the building as a condition of approval.

FOSTER said he wanted some safe type of pedestrian access to the building.

BRIAN LINDEBAK, MKEC, 411 NORTH WEBB ROAD, AGENT FOR THE APPLICANT introduced Truitt Priddy, Real Estate Project Manager for QuikTrip.

TRUITT PRIDDY, REAL ESTATE PROJECT MANAGER, QUIKTRIP said they planned on providing pedestrian access on the north side of the property through the landscape buffer. He said the access will be stripped and in accordance with requirements of the American's with Disabilities Act. He said there will also be access on the other side of the store. He asked if the Commission had something else in mind.

LINDEBAK added that sidewalks are planned for the entire perimeter of the store.

FOSTER asked about the location of the bicycle path.

PRIDDY indicated that the bike path will be on the East side of the store along Topeka Avenue.

PAUL GUNZELMAN, ASSISTANT CITY ENGINEER said there will be a parking area adjacent to the curb line, a two and one half-foot buffer area and a five-foot bike lane on the west side of Topeka.

MOTION: To approve subject to the staff recommendation.

MCKAY moved, **B. JOHNSON** seconded the motion, and it carried (10-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC

FROM: Martha Sanchez, Community Liaison, District VI

SUBJECT: ZON2014-00024 Applicant **Betzen Family Trust & Quiktrip West Inc.** are requesting General Commercial (GC) zoning change. The site is approximately 0.466 acres in size, zoned "B" Multi-Family Residential and General Office (GO) and is located at a block east of Broadway Avenue, south of Murdock Avenue on the west side of Topeka Avenue

DATE: November 3, 2014

On Monday, November 3, 2014 the District VI Advisory Board considered a request for a zone change from Multi-Family Residential and General Office (GO) to General Commercial (GC).

The DAB Members were provided with the MAPD staff report with a recommendation to approve.

Bill Longnecker, MAPD explained that the 0.466 site would be remodeled for an existing Quick Trip Store to the New Generation Quick Trip 24 hour convenience store and fuel center. The site will have two drives onto Broadway Ave, a single drive onto Murdock Ave and two drives onto Topeka Ave. The applicants have also chosen to abate their portion of the alley way and voluntarily install a screened fenced. The applicant was present to answer any questions.

Council Member Miller mentioned that the applicant has met with the Midtown Historical Neighborhood Association to seek input and answer any concerns and has received recommended board approval for the zone change.

DAB: Will the new development effect the proposed bike path on Topeka Ave? **A:** No.

The DAB members voted 7-0 to recommend approval of the zone change.

Please review this information when **ZON2014-00024** is considered.

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

SUBJECT: ZON2014-00025 and CUP2014-00032 – Zone change from SF-5 Single-family Residential and General Office to Limited Commercial and Community Unit Plan Amendment DP-7 to Create New Parcels, Add Uses and Redistribute Development Standards on Property Located Northwest of the Intersection of North 21st Street West and North Amidon Avenue (District VI)

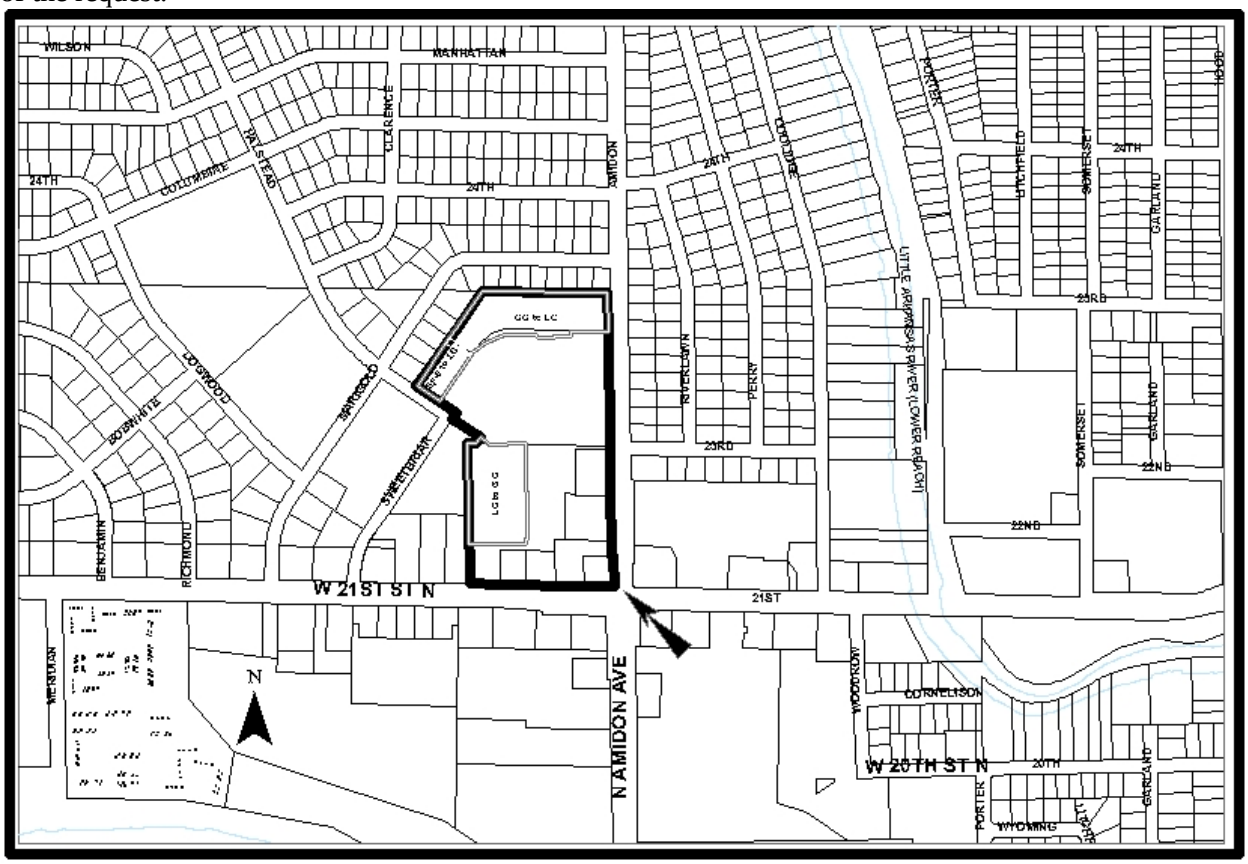
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The Metropolitan Area Planning Commission recommended approval of the request (10-0).

DAB Recommendation: District Advisory Board VI recommended approval of the request (7-1).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



Background: The subject site is located at the northwest corner of North 21st Street West and North Amidon Avenue, and currently contains 18.75 acres that are zoned General Commercial (GC), Limited Commercial (LC), General Office (GO) and Single-Family Residential (SF-5), subject to the development standards contained in the Sweetbriar Shopping Center Community Unit Plan (CUP) DP-7. Currently CUP DP-7 is divided into five parcels that permit the following uses: retail shops, restaurants, office service stores, repair shops, commercial schools and storage garages (self-service warehouse).

A number of changes are proposed to the CUP:

1) The applicant proposes to add .29 acre to the overall area of the CUP, giving the CUP a total area of 19.04 acres. The added acreage is located primarily in proposed Parcel 1 that is located in the southeast corner of the CUP, currently contains a "loan or cash for title" establishment and is unplatted. The property on which the "loan or cash for title" establishment is located was not included within the boundary of the original CUP.

2) The proposed CUP is to be divided into 12 parcels instead of five. Parcel 1 of the existing CUP contains 15.19 acres, and is proposed to be divided into eight other parcels varying in size from 4.54 acres to .34 acre.

3) Uses proposed to be allowed in all parcels except Parcel 10 include all uses permitted by right in the LC zoning district except for: adult entertainment establishment, cemetery, convalescent care facility, single-family residential, group home, recycling processing center, reverse vending machine, utility, construction sales and service, nightclub in the city, vehicle repair limited and general, asphalt or concrete plant.

4) Proposed Parcel 4B, which currently contains Sutherlands Building Materials, is proposed to be rezoned from LC to GC to permit a larger area for outdoor storage of materials and equipment than is allowed in the LC zoning district. Parcel 4B is proposed to permit "construction sales and service" and the outdoor storage of materials and equipment ordinarily associated with construction and sales services activities, and also home improvement stores, and all uses permitted in Parcels 4A and 4C. Material and equipment stored outside shall be screened from view from public streets. The outdoor storage of heavy equipment (such as front end loaders, tractors, backhoes, bobcats, trenchers, etc.) typically associated with construction sales and service activities as well as the outdoor storage of unpackaged rock, soil, gravel or sand or similar raw materials is prohibited.

The Wichita-Sedgwick County Unified Zoning Code (UZC) defines "construction sales and service" as an establishment engaged in the retail or wholesale of materials used in the construction and or maintenance of buildings or other structures and or grounds, as well as the outdoor storage of construction equipment or materials on lots other than construction sites. Typical uses include lumberyards, home improvement centers or lawn and garden supply stores. (UZC, Article II, Section II-B.3.n)

5) It is proposed to rezone from SF-5 to LC the 121 feet by 251 feet of the westernmost portion of proposed Parcel 9, currently used for parking.

6) Proposed Parcel 10, developed with self-storage warehouses, is to be rezoned from GO to LC. Uses proposed for Parcel 10 include: self-service warehouse, general office, parking and two-family residential or multi-family residential dwelling units.

7) Building setbacks are proposed to be 35 feet along 21st Street West and North Amidon Avenue (General Provision 7). Currently DP-7's setbacks along 21st Street West and North Amidon vary between 35 feet and 100 feet. The UZC requires all main buildings or structures to be set back at least 35 feet from all street right-of-way lines or alleys (UZC, Article III, Section III-C.2.b(2)(a)1)). Fifteen-foot setbacks are shown along the northern and western property lines except for one section that has a 25-foot setback. (The applicant is advised that the building code or the fire code may require greater separation than 15 feet and those codes supersede

8) General Provision 6.A should be modified to read: Loading and work areas adjoining residential areas shall be screened from ground view. Loading and work areas located within 150 feet of a public street shall be screened from ground level view. Screening of existing unscreened loading and work areas are grandfathered. Screening for existing unscreened loading and work areas shall be required until the parcel has remodeling or redevelopment that exceeds 50 percent of the parcels appraised value, has a 30 percent increase in floor area.

9) General Provision 12.B. Access controls shall be as shown on the plat.

The property has a screening wall along the north and western property lines that screen the center's commercial uses from abutting and adjacent residential uses. A 25-foot waterline easement runs diagonally through the center of the CUP. There are 20-foot building setbacks associated with the water line easement.

Land located to the north of the application area is zoned SF-5 and developed with single-family residences. Properties located to the west are zoned SF-5, Multi-family Residential (B) and LC, and are developed with a club or neighborhood swimming pool, single-family residences, fast food restaurants and a church. Properties located to the south, across North 21st Street West are zoned LC subject to a CUP, and are developed with a variety of uses, such as a bank, discount box store or fast food restaurants. Land to the east, across Amidon Avenue is developed with a grocery store, a vacant retail store, an office and single-family residential.

A replat of the application area, including the unplatted tract identified as proposed Parcel 1, has been submitted, and is named the Sweetbriar Second Addition.

Analysis: On November 3, 2014, District Advisory Board (DAB) VI voted 7-0 to approve the request. One member of the public asked if the western driveway to the shopping center was going to be closed.

On November 6, 2014, the Metropolitan Area Planning Commission (MAPC) approved (10-0) the request. No one from the public was present to speak about the request.

No protests have been submitted; therefore, the request can be approved with a simple majority vote.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone changes and CUP amendments and place the ordinance on first reading (simple majority vote required).

Attachments: CUP drawing, MAPC minutes, DAB memo and ordinance.

OCA 150004

ORDINANCE NO. 49-908

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

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2014-00025 (associated with CUP2014-00032)

Zone change request from GO General Office (GO) to LC Limited Commercial (LC) described as a tract of land lying within a portion of Lot 2, Block A, Sweetbriar Addition and Replat of part of Benjamin Hills Second Addition, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:
BEGINNING at the northeast corner of said Lot 2, thence along the east line said Lot 2, on a Kansas coordinate system south zone bearing of S01°00'23"E, 164.58 feet; thence S89°25'24"W, 42.83 feet; thence N89°16'19"W, 115.94 feet; thence S01°27'20"W, 20.19 feet; thence S45°51'07"W, 5.26 feet; thence N88°39'26"W, 66.62 feet; thence S28°08'18"W, 6.93 feet; thence N89°13'51"W, 70.47 feet; thence N35°53'05"W, 12.88 feet; thence N88°48'29"W, 128.86 feet; thence S71°44'22"W, 10.35 feet; thence S65°56'27"W, 80.22 feet; thence S55°02'56"W, 114.23 feet; thence N55°59'54"W, 104.61 feet to the northwesterly line of said Lot 2; thence along said northwesterly line, N34°06'17"E, 279.55 feet to the northwest corner of said Lot 2; thence along the north line of said Lot 2, S88°52'05"E, 543.66 feet to the POINT OF BEGINNING. Said tract contains 125,116.43 square feet or 2.872 acres of land more or less. The tract is part of Parcel 10, CUP DP-7.

Zone change request from LC Limited Commercial (LC) to GC General Commercial (GC) described as a tract of land lying in a portions of Lots 1 and 2, Block A, Sweetbriar Addition and Replat of Benjamin Hills Second Addition, Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows: COMMENCING at the southeast corner of the Southwest Quarter, Section 6, Township 27 South, Range 1 East, of the Sixth Principal Meridian, thence on a Kansas coordinate system of 1983 south zone bearing, along the south line of said Southwest Quarter, N88°53’29”W, 667.88 feet; thence N01°06’31”E, 50.00 feet to the southwest corner of said Lot 1; thence along the west line of said Lot 1, N01°00'22”W, 170.64 feet to the POINT OF BEGINNING; thence continuing along said west line on said bearing, N01°00'22”W, 129.49 feet; thence continuing along said west line, N01°02'42”W, 311.63 feet to a northwest corner of said Lot 1; thence along a northerly line of said Lot 1, S88°44'29”E, 36.42 feet; thence along a westerly line of said Lot 2, N34°10'56”E, 30.03 feet to a southwesterly corner of said Lot 2; thence S55°38'36”E, 52.09 feet; thence N88°59’47”E, 154.93 feet; thence S01°00'13”E, 413.98 feet; thence N88°53’29”W, 5.04 feet; thence S01°00'13”E, 20.29 feet; thence S88°59’47”W, 245.83 feet to the POINT OF BEGINNING. Said tract CONTAINS: 110,012 square feet or 2.526 acres of land, more or less. The tract is Parcel 4B, CUP DP-7.

Zone change request SF-5 Single-family Residential (SF-5) to LC Limited Commercial (LC) on a tract of land lying in a portion of Lot 2, Block A, Sweetbriar Addition and Replat of Benjamin Hills Second Addition, Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows: COMMENCING at the southeast corner of the Southwest Quarter, Section 6, Township 27 South, Range 1 East, of the Sixth Principal Meridian, thence on a Kansas coordinate system of 1983 south zone bearing, along the east line of said Southwest

Quarter, N01°00'13”W, 867.81 feet; thence S88°59'47”W, 50.00 feet to a point on the east line of said Lot 2; thence S88°59’47”W, 113.63 feet; thence S01°00'14”E, 21.78 feet; thence S88°59’47”W, 36.00 feet; thence S88°59’47”W, 153.00 feet; thence N01°00'13”W, 50.76 feet; thence S88°59’47”W, 379.28 feet; thence S34°11'54”W, 53.77 feet to a point on the westerly line of said Lot 2; thence along said westerly lines of said Lot 2 for the next three courses, N55°48'06”W, 25.03 feet to the POINT OF BEGINNING; thence continuing along said bearing, N55°48'06”W, 119.88 feet; thence N34°06'17”E, 249.90 feet; thence S55°53'23”E, 119.88 feet; thence S34°06'17”W, 250.09 feet to the POINT OF BEGINNING. Said tract CONTAINS: 29,969 square feet or 0.688 acres of land, more or less. The tract is part of Parcel 9, CUP DP-7.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 16th day of December, 2014.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Sharon Dickgrafe, Interim City Attorney

DEVELOPMENT GUIDELINES

1. Area: The total development contains 19.04 acres of land more or less.

2. Parcel Descriptions:

Parcel 1
Gross Area: 16,278 sq. ft. or 0.374 acres
Maximum Building Height: 35 Feet
Maximum Building Coverage: 4,883 sq. ft. or 30%
Gross Floor Area Ratio: 5,697 sq. ft. or 35%

Parcel 2
Gross Area: 57,222 sq. ft. or 1.314 acres
Maximum Building Height: 35 Feet
Maximum Building Coverage: 17,167 sq. ft. or 30%
Gross Floor Area Ratio: 20,028 sq. ft. or 35%

Parcel 3
Gross Area: 14,863 sq. ft. or 0.341 acres
Maximum Building Height: 35 Feet
Maximum Building Coverage: 4,459 sq. ft. or 30%
Gross Floor Area Ratio: 5,202 sq. ft. or 35%

Parcel 4A, 4B, 4C
Gross Area: 218,898 sq. ft. or 5.025 acres
Maximum Building Height: 35 Feet
Maximum Building Coverage: 77,000 sq. ft. or 35%
Gross Floor Area Ratio: 87,560 sq. ft. or 40%

Parcel 5
Gross Area: 41,059 sq. ft. or 0.943 acres
Maximum Building Height: 35 Feet
Maximum Building Coverage: 12,317 sq. ft. or 30%
Gross Floor Area Ratio: 14,371 sq. ft. or 35%

Parcel 6
Gross Area: 31,689 sq. ft. or 0.727 acres
Maximum Building Height: 35 Feet
Maximum Building Coverage: 9,507 sq. ft. or 30%
Gross Floor Area Ratio: 11,091 sq. ft. or 35%

Parcel 7
Gross Area: 27,421 sq. ft. or 0.629 acres
Maximum Building Height: 35 Feet
Maximum Building Coverage: 8,226 sq. ft. or 30%
Gross Floor Area Ratio: 9,597 sq. ft. or 35%

Parcel 8
Gross Area: 99,174 sq. ft. or 2.277 acres
Maximum Building Height: 35 Feet
Maximum Building Coverage: 34,710 sq. ft. or 35%
Gross Floor Area Ratio: 39,670 sq. ft. or 40%

Parcel 9
Gross Area: 197,715 sq. ft. or 4.539 acres
Maximum Building Height: 35 Feet
Maximum Building Coverage: 69,200 sq. ft. or 35%
Gross Floor Area Ratio: 79,070 sq. ft. or 40%

Parcel 10
Gross Area: 125,116 sq. ft. or 2.872 acres
Maximum Building Height: 35 Feet
Maximum Building Coverage: 50,000 sq. ft. or 40%

3. The following uses are permitted for all Parcels within the C.U.P.:
   A. ALLOWABLE USES: Parcels 1, 2, 3, 4A, 4C, 5, 6, 7, 8, 9 allow for all uses permitted within the Limited Commercial Zoning District (LC), except the uses listed below: Additionally, Restaurants serving liquor are allowed, provided that food is the primary service of the establishment.
      EXCLUDED USES: No Parcels within this C.U.P. shall allow use of Adult Entertainment Establishment, Cemetery,Convalescent care facility, Single Family and Group Home, Recycling Process Center, Reverse Vending Machine, Utility, Construction Sales and Service, Nightclub, Vehicle Repair (Limited and General), Asphalt or Concrete Plant.
   B. Parcel 4B allows for the following General Commercial Zoning District (GC) uses listed below:
      Construction Sales and Services and Outdoor Storage of Materials and Equipment ordinarily associated with Construction Sales and Services Activities, and also Home Improvement Stores, and also all uses permitted in Parcel 4A and 4C. Material and Equipment sales stored outside shall be screened from view from public streets. The outdoor storage of heavy equipment (such as front end loaders, tractors, backhoes, bobcats, trenchers, etc.) typically associated with construction sales and service activities as well as the outdoor storage of unpackaged rock, soil, gravel or sand or similar raw materials is prohibited.
   C. Parcel 10 is allowed Self-Service Storage, Office (General), Parking, and two-family residential or multi-family residential dwelling units.
   D. Unless previously stated above, the uses permitted by the C.U.P. are only those uses permitted by right and not by conditional use unless specifically identified.

4. Title:
   The transfer of the title on all or any portion of the land included in the Community Unit Plan does not constitute a termination of the plan or any portion thereof; but said plan shall run with the land for commercial development and be binding upon the present owners, their successors, and assigns. However, the Director of the MABCD, with the concurrence of the Zoning Administrator, may approve minor adjustments to the conditions in this overlay without filing a formal ordinance amendment.

5. Landscaping for this site shall be required as follows:
   A. Landscaped street yards, buffers, and parking lot landscaping and Screening - Shall be in accordance with the City of Wichita Landscape Ordinance, unless otherwise stated below.
   B. Along the westerly boundary of Parcel 9 and along the westerly and north boundary of Parcel 10, the existing landscaping buffer and wall shall remain and continue to be maintained.
   C. Should re-developement occur the applicable Parcel(s) shall require a landscape plan prepared by a Kansas licensed Landscape Architect indicating the type, location, and specifications of all plant material. Such landscape plans shall be submitted to the MAPD for review and approval prior to issuance of any building permit(s).

6. Screening for this site shall be required as follows:
   A. Loading and work areas located within 150 feet of a public streets shall be screened from ground level view. Screening of existing unscreened loading and work areas are grandfathered. Screening for existing unscreened loading and work areas shall be required until the parcel has remodeling or redevelopment that exceeds 50 percent of the parcels appraised value, has a 30 percent increase in floor area.
   B. Outdoor display and storage shall be subject to all conditions of Article III, Sec. III-B.3.e. provided however, existing unscreened outdoor storage areas are grandfathered and will not be required until the parcel has remodeling or redevelopment that exceeds 50 percent of the parcels appraised value, has a 30 percent increase in floor area.
   C. Screening adjacent to existing Single Family Zoning District (SF-5) property is provided by existing concrete wall. No additional screening shall be required on the adjoining property line to said Single Family Zoning District (SF-5) property adjoining Parcels 4B, 8, 9, and 10.

7. Setbacks:
   Building setbacks along 21st Street and Amidon Avenue shall be 35 feet. Unless otherwise shown on this C.U.P., setbacks shall be per the Wichita-Sedgwick County Unified Zoning Code. If contiguous Parcels are developed under the same ownership, setbacks between those Parcels are not required, provided appropriate fire walls and/or building separations are provided.

8. Signs: As permitted under the Sign Code of the City of Wichita, additionally, the following conditions apply:
   A. All parcels shall adhere to the requirements of the Sign Code for the City of Wichita, except as provided herewith.
   B. Property frontage along 21st Street shall be allowed a total of 590 Sq.Ft. of pylon/monument/pole signage. Property frontage along Amidon Avenue shall be allowed a total of 2,224 Sq.Ft. of pylon/monument/pole signage.
   C. No flashing, animated or moving, portable, billboard, banner, off-site, or pennant signs shall be permitted.
   D. Eleven monument signs are permitted: Seven along Amidon Avenue and four along 21st Street. Standalone development identification signs shall count against the above total allowed monument signs. Development identification signs may also have tenant signage.
   E. The minimum distance between monument signs shall be 100 feet, except tenant signs may be located a minimum distance of 50 feet when adjacent to a development identification only sign.
   F. Building signage shall be permitted within the C.U.P. Building signage shall be limited to 20% of the wall area with no single tenant sign exceeding 400 square feet in area.
   G. Accent lighting of monument and directional/way-finding signs shall be permitted.
   H. Window signage shall be limited to 25% of window area.
   I. Directional signs are permitted and shall not exceed 10 square feet in area each.

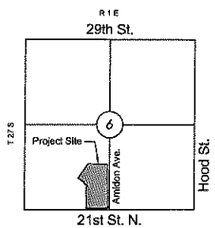
9. Lighting:
   A. Lighting shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Section IV.
   B. All Parcels shall share similar or consistent parking lot lighting elements (i.e. fixtures, poles and lamps and etc.), as approved by the Director of the MABCD.
   C. All lighting shall be shielded to direct light disbursement in a downward direction and directed away from residential areas.
   D. Replacement or future light poles located within 100' of a residential use shall be limited to 15' in height. All other light poles, including above ground bases, shall be limited to 28 feet in height.

10. Parking:
    All Parcels, shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Section IV, with the exception of Parcel 4B and Parcel 9. Parcel 4B shall utilize 183 parking stalls included in Parcel 4A and Parcel 4C at a ratio of 2.6 stalls per 1000 square feet (a reduction from 210 stalls per code). Parcel 9 shall utilize 194 existing parking stalls at a ration of 2.9 stalls per 1000 square feet (a reduction from 201 stalls per code).

11. No occupancy permits shall be issued for any development without services by municipal water and sewer services.

12. The following transportation improvements and Parcel access shall be provided:
    A. Cross-lot circulation agreements shall be required to assure internal vehicular movement between Parcels within the C.U.P
    B. Access controls shall be as shown on the plat (Sweetbriar Second Addition).

13. Any major changes within this Community Development Plan shall be submitted to the Planning Commission and the Governing Body for their consideration. Amendments, adjustments, or interpretations to the C.U.P. shall be done in accordance with the Unified Zoning Code.



VICINITY MAP

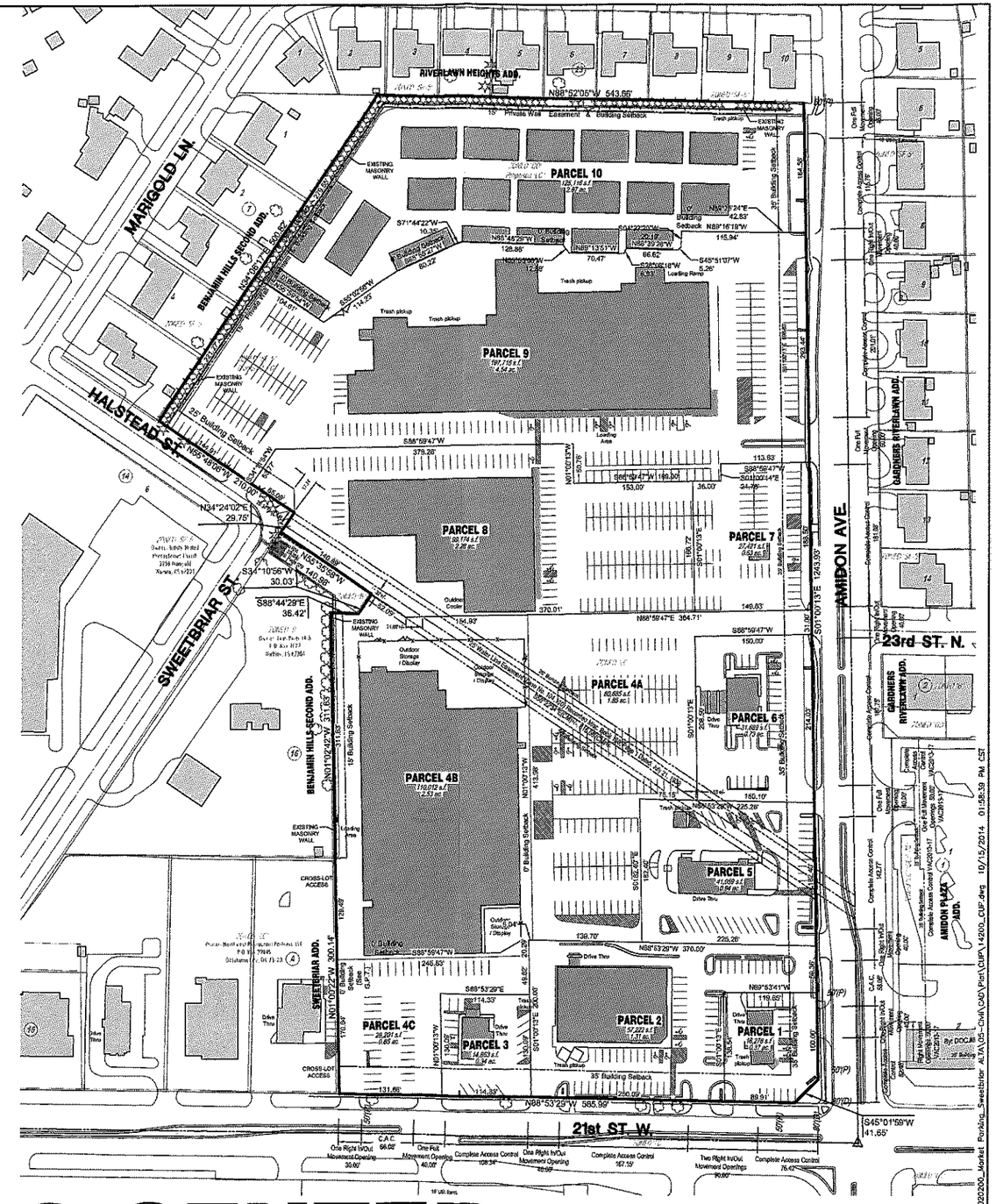
LEGAL DESCRIPTION

Sweetbriar Second Addition an addition to Wichita, Sedgwick County, Kansas.

LEGEND

- Existing Trees
- Existing Evergreens
- Existing Masonry Wall
- Existing Building/Structure

0 20 40 60 80 120 160



COMMUNITY UNIT PLAN DP-7

SWEETBRIAR SHOPPING CENTER

DEVELOPER / OWNER: Amidon 1 LLC / Market Parking, Inc., 1701 N. Waterfront Parkway Wichita, KS 67206 (316) 685-5341

Amendment CUP2014-32/ZON2014-25 Nov. 6, 2014
Revised: Jan. 10, 1983
Revised: Nov. 19, 1982
Revised: March 26, 1982
Revised: May 13, 1981
Revised: Feb. 10, 1981

MKEC
Wichita, KS • 316.684.9600

MKEC Engineering, Inc.
411 N. Webb Rd.
Wichita, KS 67206

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CUP 2014-32
ZON 2014-25
WCC 12-9-14

EXCERPT MINUTES OF THE NOVEMBER 6, 2014 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: CUP2014-00032 and ZON2014-00025 - Amidon 1 LLC andMarket Parking, Inc (Mike Boyd) / MKEC Engineering, Inc. request a City zone change from SF-5 Single family Residential and GO General Office to LC Limited Commercial, and from LC Limited Commercial to GC General Commercial and City CUP Community Unit Plan Amendment to DP-7 to create new parcels and amend development provisions, on property described as:

Parcel 1:
Lots 1 and 2, Block A, in Sweetbriar Addition and Replat of Part of Benjamin Hills Second Addition, Wichita, Sedgwick County, Kansas

Parcel 2:
The South 180 feet of the East 170 feet of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 6, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, except the East 40 feet and the South 50 feet for street.

BACKGROUND: The subject site is located at the northwest corner of North 21st Street West and North Amidon Avenue, and currently contains 18.75 acres that are zoned General Commercial (GC), Limited Commercial (LC), General Office (GO) and Single-Family Residential (SF-5), subject to the development standards contained in the Sweetbriar Shopping Center Community Unit Plan (CUP) DP-7. Currently CUP DP-7 is divided into five parcels that permit the following uses: retail shops, restaurants, office service stores, repair shops, commercial schools and storage garages (self-service warehouse).

A number of changes are proposed to the CUP:

1) The applicant proposes to add .29 acre to the overall area of the CUP, giving the CUP a total area of 19.04 acres. The added acreage is located primarily in proposed Parcel 1 that is located in the southeast corner of the CUP, currently contains a "loan or cash for title" establishment and is unplatted. The property on which the "loan or cash for title" establishment is located was not included within the boundary of the original CUP.

2) The proposed CUP is to be divided into 12 parcels instead of five. Parcel 1 of the existing CUP contains 15.19 acres, and is proposed to be divided into eight other parcels varying in size from 4.54 acres to .34 acre.

3) Uses proposed to be allowed in all parcels except Parcel 10 include all uses permitted by right in the LC zoning district except for: adult entertainment establishment, cemetery, convalescent care facility, single-family residential, group home, recycling processing center, reverse vending machine, utility, construction sales and service, nightclub in the city, vehicle repair limited and general, asphalt or concrete plant.

4) Proposed Parcel 4B, which currently contains Sutherlands Building Materials, is proposed to be rezoned from LC to GC to permit a larger area for outdoor storage of materials and equipment

than is allowed in the LC zoning district. Parcel 4B is proposed to permit "construction sales and service" and the outdoor storage of materials and equipment ordinarily associated with construction and sales services activities, and also home improvement stores, and all uses permitted in Parcels 4A and 4C. Material and equipment stored outside shall be screened from view from public streets. The outdoor storage of heavy equipment (such as front end loaders, tractors, backhoes, bobcats, trenchers, etc.) typically associated with construction sales and service activities as well as the outdoor storage of unpackaged rock, soil, gravel or sand or similar raw materials is prohibited.

The Wichita-Sedgwick County Unified Zoning Code (UZC) defines "construction sales and service" as an establishment engaged in the retail or wholesale of materials used in the construction and or maintenance of buildings or other structures and or grounds, as well as the outdoor storage of construction equipment or materials on lots other than construction sites. Typical uses include lumberyards, home improvement centers or lawn and garden supply stores. (UZC, Article II, Section II-B.3.n)

5) It is proposed to rezone from SF-5 to LC the 121 feet by 251 feet of the westernmost portion of proposed Parcel 9, currently used for parking.

6) Proposed Parcel 10, developed with self-storage warehouses, is to be rezoned from GO to LC. Uses proposed for Parcel 10 include: self-service warehouse, general office, parking and two-family residential or multi-family residential dwelling units.

7) Building setbacks are proposed to be 35 feet along 21st Street West and North Amidon Avenue (General Provision 7). Currently DP-7's setbacks along 21st Street West and North Amidon vary between 35 feet and 100 feet. The UZC requires all main buildings or structures to be set back at least 35 feet from all street right-of-way lines or alleys (UZC, Article III, Section III-C.2.b(2)(a)1)). Fifteen-foot setbacks are shown along the northern and western property lines except for one section that has a 25-foot setback. (The applicant is advised that the building code or the fire code may require greater separation than 15 feet and those codes supersede

8) General Provision 6.A should be modified to read: Loading and work areas adjoining residential areas shall be screened from ground view. Loading and work areas located within 150 feet of a public street shall be screened from ground level view. Screening of existing unscreened loading and work areas are grandfathered. Screening for existing unscreened loading and work areas shall be required until the parcel has remodeling or redevelopment that exceeds 50 percent of the parcels appraised value, has a 30 percent increase in floor area.

9) General Provision 12.B. Access controls shall be as shown on the plat.

The property has a screening wall along the north and western property lines that screen the center's commercial uses from abutting and adjacent residential uses. A 25-foot waterline easement runs diagonally through the center of the CUP. There are 20-foot building setbacks associated with the water line easement.

Land located to the north of the application area is zoned SF-5 and developed with single-family residences. Properties located to the west are zoned SF-5, Multi-family Residential (B) and LC, and are developed with a club or neighborhood swimming pool, single-family residences, fast

food restaurants and a church. Properties located to the south, across North 21st Street West are zoned LC subject to a CUP, and are developed with a variety of uses, such as a bank, discount box store or fast food restaurants. Land to the east, across Amidon Avenue is developed with a grocery store, a vacant retail store, an office and single-family residential.

A replat of the application area, including the unplatted tract identified as proposed Parcel 1, has been submitted, and is named the Sweetbriar Second Addition.

CASE HISTORY: The Sweetbriar Gardens Commercial CUP was established in June of 1965. The CUP has been amended seven times previously. The most recent amendment was in 1998 and permitted additional self-storage warehousing. The Sweetbriar Addition was recorded in 1965.

ADJACENT ZONING AND LAND USE:

North: SF-5; single-family residential
South: LC subject to a CUP; shopping center with discount box store, bank, fast food restaurants and offices
East: LC, GO and SF-5; grocery store, retail sales, office and single-family residences
West: SF-5, B and LC; single-family residences, club or neighborhood swimming pool, church and fast food restaurants

PUBLIC SERVICES: The site is served by municipal services. North 21st Street West is a paved four-lane arterial street with raised medians at and near the intersection of 21st Street and North Amidon Avenue. North Amidon Avenue also a four-lane arterial with raised medians at or near the intersection of Amidon Avenue and 21st Street West. Improvements to Amidon Avenue are anticipated in 2015.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide Map indicates the site is appropriate for "local commercial" uses. The "local commercial" category contains concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw.

RECOMMENDATION: Based upon the information available at the time the report was prepared, staff recommends approval of the zone changes and amendments to CUP DP-7 subject to completing the replat of the application area and the development guidelines and graphics depicted on the face of the proposed CUP and the following conditions:

A. The applicant shall record a document with the Register of Deeds indicating that this tract (referenced as CUP DP-7) includes special conditions for development on this property.
B. Unless specifically modified, the development shall comply with all applicable ordinances, regulations or codes, including but not limited to zoning, fire, building and sanitation.
C. The applicant shall submit four final copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Land located to the north of the application area is zoned SF-5 and developed with single-family residences. Properties located to the west are zoned SF-5, Multi-family Residential (B) and LC, and are developed with a club or neighborhood swimming pool, single-family residences, fast food restaurants and a church. Properties located to the south, across North 21st Street West are zoned LC subject to a CUP, and are developed with a variety of uses, such as a bank, discount box store or fast food restaurants. Land to the east, across Amidon Avenue is developed with a grocery store, a vacant retail store, an office and single-family residential.

2. The suitability of the subject property for the uses to which it has been restricted: The Sweetbriar Gardens Commercial CUP DP-7 and its LC zoning was established in June of 1965. The site could continue to be economically viable as currently zoned; however, the proposed zone changes and CUP amendments address existing tenant needs (larger outside storage and display) or clean up potential zoning issues (self-service warehouses in GO zoning and commercial parking on SF-5 zoned property).

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The zoning for the site was approved in 1965 and has been operating as a commercial center since that time. The proposed zone changes and CUP amendments address existing tenant needs (larger outside storage and display), clean up potential zoning issues (commercial parking on SF-5 zoned property), provide the center with uniform commercial zoning (GO and SF-5 zoned portions rezoned to LC) and the creation of additional parcels, which creates additional development sites. The requested changes should not detrimentally impact nearby property owners to any greater extent than the existing development.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of the request represents a gain to the public in that it contributes to the existing center's long term economic opportunity. Denial would presumably represent a loss in economic opportunity.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide Map indicates the site is appropriate for "local commercial" uses. The "local commercial" category contains concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The uses currently located and/or allowed by the proposed CUP meet the plan's designation.

6. Impact of the proposed development on community facilities: Existing or proposed improvements are in place to address anticipated demands.

DALE MILLER, Planning Staff presented the Staff Report.

MOTION: To approve subject to the staff recommendation.

DENNIS moved, **RAMSEY** seconded the motion, and it carried (10-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC

FROM: Martha Sanchez, Community Liaison, District VI

SUBJECT: CUP2014-00032 and ZON2014-00025 Request of rezone Parcel 4B from Limited Commercial to General Commercial; rezone a portion of Parcel 9 from Single-Family Residential to Limited Commercial and rezone Parcel 10 from General Office to Limited Commercial.

DATE: November 3, 2014

On Monday, November 3, 2014 the District VI Advisory Board considered a request for a re-zoning of several parcels located at the northwest corner of North 21st Street West and North Amidon Ave.

The DAB Members were provided with the MAPD staff report with a recommendation to approve.

Member of the DAB and the public asked the following questions:
DAB: Will re-zoning affect parking at the shopping center? **A:** At this site there are areas that are over served and some that are under served. Parking concerns will be addressed in the platting stage.
Public: Will the entrance located on the southwest side of the property be closed off? **A:** No

The DAB members voted 7-0 to recommend approval for the rezoning of the parcels.

Please review this information when **CUP2014-00032 and ZON2014-00025** is considered.

City of Wichita
City Council Meeting
December 9, 2014

TO: Mayor and City Council

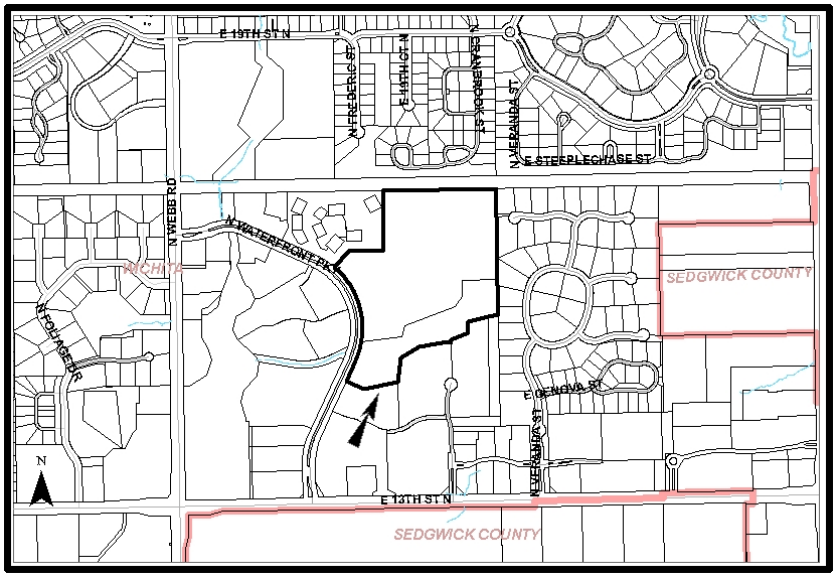
SUBJECT: SUB2013-00034 -- Plat of The Waterfront Seventh Addition located North of 13th Street North, East of Webb Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site consists of 44 lots on 33.38 acres. A zone change (ZON2012-00015) has been approved from Limited Industrial (LI) to General Office (GO).

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for water, sewer, drainage, street lighting and paving improvements. The applicant has submitted Restrictive Covenants to provide for the ownership and maintenance responsibilities of the reserves being platted, and to limit the site to residential uses. The applicant has provided a Restrictive Covenant restricting the use of a 15-foot street, drainage and utility easement adjoining a narrow street right-of-way. The site is within the noise impact area of Colonel James Jabara Airport; therefore the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution.

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

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

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

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

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachments: Certificate of Petitions.
Restrictive Covenants.
Avigational Easement.
Ordinance.
Resolutions.

COPY

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, The Waterfront Holding Co., LLC, a Kansas limited liability company, owner of The Waterfront Seventh Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving Improvements
4. Storm Water Sewer Improvements
5. Street Lighting Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within The Waterfront Seventh Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 14 day of November, 2014.

The Waterfront Holding Co., LLC

By: Johnny Stevens

Johnny Stevens, Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 14th day of November, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Johnny Stevens as Manager of The Waterfront Holding Co., LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

Notary Public

(My Appointment Expires: 9-20-2018)

SANDRA M. STEVENS
NOTARY PUBLIC
My Appt. Exp. 09-20-2018
STATE OF KANSAS

Approved as to form:

Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 14th day of November, 2014, by The Waterfront Holding Co., LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

THE WATERFRONT SEVENTH ADDITION
Lots 1 through 33, Block A
Lots 1 through 11, Block B

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", and "K", The Waterfront Seventh Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserves "A", "B", and "C" are hereby reserved for open space, landscaping, streets, utilities, street lighting, drainage purposes, and entry monuments.

Reserve "D" is hereby reserved for open space, landscaping, streets, utilities, street lighting, and drainage purposes.

Reserves "E" and "H" are hereby reserved for open space, landscaping, utilities as confined to easements, street lighting, drainage purposes, streets as confined to easement, including sidewalks, and entry monuments.

Reserve "F" is hereby reserved for open space, landscaping, berms, street lighting, entry monuments, drainage purposes, streets as confined to easement, including sidewalks, utilities as confined to easements, and walls as confined to easements.

Reserve "G" is reserved for open space, landscaping, entry monuments, sidewalks, berms, street lighting, drainage purposes, and utilities as confined to easements.

Reserve "I" is hereby reserved for open space, landscaping, berms, sidewalks, hike and bike trails, drainage purposes, and utilities as confined to easements.

Reserve "J" is hereby reserved for open space, landscaping, berms, sidewalks, hike and bike trails, drainage purposes, lakes, and utilities as confined to easements.

Reserve "K" is hereby reserved for open space, landscaping, berms, sidewalks, streets as confined to easements, drainage purposes, and utilities as confined to easements.

Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", and "K" shall be owned and maintained by the current owner, and/or their successors, assigns, and/or a Lot Owner's Association.

2. That a Lot Owner's Association may be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", and "K", as designated on the plat of The Waterfront Seventh Addition, may be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Lot Owner's Association being formed shall provide specific pertinent language requiring that the Lot Owner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", and "K", in The Waterfront Seventh Addition under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owner's Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in The Waterfront Seventh Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in THE WATERFRONT SEVENTH ADDITION, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

The Waterfront Holding Co., LLC

By: _____
Johnny Stevens, Manager

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this 14th day of November, 2014. before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Johnny Stevens, as Manager of The Waterfront Holding Co., LLC, a Kansas limited liability company, 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, for and on behalf of the limited liability company.

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

_____
Notary Public

(My Commission Expires: 9-20-2018)

SANDRA M. STEVENS
NOTARY PUBLIC
My Appt. Exp. 09-20-2018
STATE OF KANSAS

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 14 day of November, 2014, by The Waterfront Holding Co., LLC, a Kansas Limited Liability Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

THE WATERFRONT SEVENTH ADDITION
Lots 1 through 33, Block A
Lots 1 through 11, Block B

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15 foot street, drainage and utility easement and the 18 foot street, drainage and utility easement.

NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of grade, fences, earth berms, and mass plantings shall be prohibited within the said easement. Furthermore, the Declarant hereby agrees that any planting within the said easement shall be reviewed by the City Forestry Division, prior to installation.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land, and is binding on all successors in title to all Lots, as platted in said The Waterfront Seventh Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the date and year first above written.

The Waterfront Holding Co., LLC

By: _____
Johnny Stevens, Manager

K

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this 14th day of November, 2014. before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Johnny Stevens, as Manager of The Waterfront Holding Co., LLC, a Kansas limited liability company, 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, for and on behalf of the limited liability company.

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

Notary Public

(My Commission Expires: 9-20-2018)

SANDRA M. STEVENS
NOTARY PUBLIC
My Appt. Exp. 09-20-2018
STATE OF KANSAS

APPROVED AS TO FORM:

Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

COPY

RESTRICTIVE COVENANT

THIS DECLARATION made this 14th day of November, 2014, by The Waterfront Holding Co., LLC, a Kansas limited liability company, the "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

THE WATERFRONT SEVENTH ADDITION
Lots 1 through 33, Block A
Lots 1 through 11, Block B

WHEREAS, the Declarant's property is located near Colonel James Jabara Airport and is accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said property and may affect the health and/or wellbeing of the property's users, and

WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property.

NOW, THEREFORE, Declarant hereby declares that THE WATERFRONT SEVENTH ADDITION, Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita and/or Sedgwick County codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification

shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas

Executed the date and year first above written.

The Waterfront Holding Co., LLC

By: _____
Johnny Stevens, Manager

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this 14th day of November, 2014. before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Johnny Stevens, as Manager of The Waterfront Holding Co., LLC, a Kansas limited liability company, 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, for and on behalf of the limited liability company.

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

_____
Notary Public

(My Commission Expires: 9-20-2018)

SANDRA M. STEVENS
NOTARY PUBLIC
My Appt. Exp.
09-20-2018
STATE OF KANSAS

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

COPY

RESTRICTIVE COVENANT

THIS NOTICE made this 14th day of November, 2014, by The Waterfront Holding Co., LLC, a Kansas limited liability company, owner, hereinafter call "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

THE WATERFRONT SEVENTH ADDITION
Lots 3 through 33, Block A
Lots 1 through 11, Block B

WHEREAS, the above-described real property is presently zoned "GO" General Office zoning district and is proposed as residential lots in a portion of The Waterfront Seventh Addition, and,

WHEREAS, the Declarant has voluntarily chosen to impose a use restriction upon the subject property in order to guarantee that the use and maintenance of the property will be harmonious with the neighboring residential lots adjacent to The Waterfront Seventh Addition.

NOW, THEREFORE, the Declarant does hereby restrict the above-described real property to following use:

1. The only uses allowed within said Lots 3 through 33, Block A, and Lots 1 through 11, Block B, The Waterfront Seventh Addition will be residential uses.

This restriction shall not be altered, amended or terminated without a public hearing before the Wichita-Sedgwick County Planning Commission and the appropriate governing body. Notice of such hearings shall be given as would be required by law for a zoning change on the property. This restriction shall become null and void upon the approval of a zone change to SF-5 Single Family by the appropriate governing body.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita and/or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This notice shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title for the above-described tracts located in Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above.

The Waterfront Holding Co., LLC

By: _____
Johnny Stevens, Manager

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this 14th day of November, 2014. before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Johnny Stevens, as Manager of The Waterfront Holding Co., LLC, a Kansas limited liability company, 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, for and on behalf of the limited liability company.

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

_____
Notary Public

(My Commission Expires: 9-20-2018)

SANDRA M. STEVENS
NOTARY PUBLIC
My Appt. Exp. 09-20-2018
STATE OF KANSAS

APPROVED AS TO FORM:

_____
Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

COPY

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 14 day of November, 2014, by The Waterfront Holding Co., LLC, a Kansas limited liability company, GRANTOR hereof, does hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following-described real estate, to-wit:

THE WATERFRONT SEVENTH ADDITION
Lots 1 through 33, Block A
Lots 1 through 11, Block B

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

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code Sect. 40102, and shall include air space needed to insure aircraft safety during take-off and landing.

To have and to hold said easement forever.

The Waterfront Holding Co., LLC

By: Johnny Stevens

Johnny Stevens, Manager

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this 14th day of November, 2014. before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Johnny Stevens, as Manager of The Waterfront Holding Co., LLC, a Kansas limited liability company, 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, for and on behalf of the limited liability company.

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

Notary Public

(My Commission Expires: 9-20-2018)

SANDRA M. STEVENS
NOTARY PUBLIC
My Appt. Exp. 09-20-2018
STATE OF KANSAS

APPROVED AS TO FORM:

Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

(OCA150004 BID)

Published in The Wichita Eagle on December 19th, 2014

ORDINANCE NO. 49-909

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

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00015

Zone change request from LI Limited Industrial to GO General Office on property described as:

Lots 1-33, Block A, Lots 1-11, Block B, Reserves A through I, Reserve K, The Waterfront Seventh Addition, Wichita, Sedgwick County, Kansas.

Generally located North of 13th Street North, East of Webb Road.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 16th day of December, 2014.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

_____

Sharon Dickgrafe, Interim
Director of Law & City Attorney

132019

First Published in the Wichita Eagle on December 12, 2014

RESOLUTION NO. 14-361

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 62, MAIN 24, WAR INDUSTRIES SEWER (NORTH OF 13TH STREET NORTH, EAST OF WEBB) 468-85002** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 62, MAIN 24, WAR INDUSTRIES SEWER (NORTH OF 13TH STREET NORTH, EAST OF WEBB) 468-85002** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 62, Main 24, War Industries Sewer (north of 13th Street North, east of Webb) 468-85002.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eighteen Thousand Dollars ($18,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2014,** exclusive of the costs of temporary financing.

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

THE WATERFRON SEVENTH ADDITION
Lots 1 and 2, Block A

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1and 2, Block A, THE WATERFRONT SEVENTH ADDITION, shall each pay 1/2 of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

132019

First Published in the Wichita Eagle on December 12, 2014

RESOLUTION NO. 14-362

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 63, MAIN 24, WAR INDUSTRIES SEWER (NORTH OF 13TH STREET NORTH, EAST OF WEBB) 468-85003** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 63, MAIN 24, WAR INDUSTRIES SEWER (NORTH OF 13TH STREET NORTH, EAST OF WEBB) 468-85003** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 63, Main 24, War Industries Sewer (north of 13th Street North, east of Webb) 468-85003.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Two Hundred Forty-Eight Thousand Dollars ($248,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2014,** exclusive of the costs of temporary financing.

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

THE WATERFRON SEVENTH ADDITION
Lots 3 through 33, Block A
Lots 1 through 11, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 3 through 33, Block A, and Lots 1 through 11, Block B, THE WATERFRONT SEVENTH ADDITION, shall each pay 1/42 of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

132019

First Published in the Wichita Eagle on December 12, 2014

RESOLUTION NO. 14-363

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **RED OAKS FROM THE SOUTH LINE OF RED OAKS COURT, NORTH TO THE WEST LINE OF SUMMERFIELD; ON SUMMERFIELD FROM THE WEST LINE OF RED OAKS, EAST AND SOUTH TO THE NORTH LINE OF CRESTWOOD; ON CRESTWOOD FROM THE EAST LINE OF RED OAKS, EAST TO THE EAST LINE OF SUMMERFIELD; ON CRESTWOOD COURT FROM THE SOUTH LINE OF CRESTWOOD SOUTH TO THE SOUTH LINE OF LOT 10, BLOCK A; AND ON RED OAKS COURT FROM THE WEST LINE OF RED OAKS, WEST TO AND INCLUDING THE CUL-DE-SAC (NORTH OF 13TH STREET NORTH, WEST OF WEBB) 472-85188** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **RED OAKS FROM THE SOUTH LINE OF RED OAKS COURT, NORTH TO THE WEST LINE OF SUMMERFIELD; ON SUMMERFIELD FROM THE WEST LINE OF RED OAKS, EAST AND SOUTH TO THE NORTH LINE OF CRESTWOOD; ON CRESTWOOD FROM THE EAST LINE OF RED OAKS, EAST TO THE EAST LINE OF SUMMERFIELD; ON CRESTWOOD COURT FROM THE SOUTH LINE OF CRESTWOOD SOUTH TO THE SOUTH LINE OF LOT 10, BLOCK A; AND ON RED OAKS COURT FROM THE WEST LINE OF RED OAKS, WEST TO AND INCLUDING THE CUL-DE-SAC (NORTH OF 13TH STREET NORTH, WEST OF WEBB) 472-85188** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on **Red Oaks from the south line of Red Oaks Court, north to the west line of Summerfield; on Summerfield from the west line of Red Oaks, east and south to the north line of Crestwood; on Crestwood from the east line of Red Oaks, east to the east line of Summerfield; on Crestwood Court from the south line of Crestwood south to the south line of Lot 10, Block A; and on Red Oaks Court from the west line of Red Oaks, west to and including the cul-de-sac (north of 13th Street North, west of Webb) 472-85188.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Four Hundred Ten Thousand Dollars ($410,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2014**, exclusive of the costs of temporary financing.

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

THE WATERFRONT SEVENTH ADDITION

Lots 3 through 33, Block A
Lots 1 through 11, Block B

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 3 through 33, Block A, and Lots 1 through 11, Block B, THE WATERFRONT SEVENTH ADDITION shall each pay 1/42 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 9th day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

First Published in the Wichita Eagle on December 12, 2014

RESOLUTION NO. 14-364

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **ONE-HALF OF RED OAKS FROM THE EAST LINE OF WATERFRONT PARKWAY, EAST AND NORTH TO THE SOUTH LINE OF RED OAKS COURT (NORTH OF 13TH STREET NORTH, WEST OF WEBB) 472-85189** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **ONE-HALF OF RED OAKS FROM THE EAST LINE OF WATERFRONT PARKWAY, EAST AND NORTH TO THE SOUTH LINE OF RED OAKS COURT (NORTH OF 13TH STREET NORTH, WEST OF WEBB) 472-85189** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on **one-half of Red Oaks from the east line of Waterfront Parkway, east and north to the south line of Red Oaks Court (north of 13th Street North, west of Webb) 472-85189.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Sixteen Thousand Dollars ($116,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2014**, exclusive of the costs of temporary financing.

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

THE WATERFRONT SEVENTH ADDITION
Lots 1 and 2, Block A

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 and 2, Block A, THE WATERFRONT SEVENTH ADDITION shall each pay 1/2 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 9th day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

First Published in the Wichita Eagle on December 12, 2014

RESOLUTION NO. 14-365

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **ONE-HALF OF RED OAKS FROM THE EAST LINE OF WATERFRONT PARKWAY, EAST AND NORTH TO THE SOUTH LINE OF RED OAKS COURT (NORTH OF 13TH STREET NORTH, WEST OF WEBB) 472-85190** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **ONE-HALF OF RED OAKS FROM THE EAST LINE OF WATERFRONT PARKWAY, EAST AND NORTH TO THE SOUTH LINE OF RED OAKS COURT (NORTH OF 13TH STREET NORTH, WEST OF WEBB) 472-85190** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on **one-half of Red Oaks from the east line of Waterfront Parkway, east and north to the south line of Red Oaks Court (north of 13th Street North, west of Webb) 472-85190.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Sixteen Thousand Dollars ($116,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2014**, exclusive of the costs of temporary financing.

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

THE WATERFRONT SEVENTH ADDITION
Lots 3 through 33, Block A
Lots 1 through 11, Block B

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 3 through 33, Block A, and Lots 1 through 11, Block B, THE WATERFRONT SEVENTH ADDITION shall each pay 1/42 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 9th day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

First Published in the Wichita Eagle on December 12, 2014

RESOLUTION NO. 14-366

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **STREET LIGHTING SYSTEM IN RED OAKS COURT, SUMMERFIELD, AND CRESTWOOD WITHIN THE WATERFRONT SEVENTH ADDITION (NORTH OF 13TH STREET NORTH, WEST OF WEBB) 472-85191** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A **STREET LIGHTING SYSTEM IN RED OAKS COURT, SUMMERFIELD, AND CRESTWOOD WITHIN THE WATERFRONT SEVENTH ADDITION (NORTH OF 13TH STREET NORTH, WEST OF WEBB) 472-85191** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a **street lighting system in Red Oaks Court, Summerfield, and Crestwood within The Waterfront Seventh Addition (north of 13th Street North, west of Webb) 472-85191.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Forty-Eight Thousand Dollars ($148,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2014**, exclusive of the costs of temporary financing.

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

THE WATERFRONT SEVENTH ADDITION
Lots 1 through 33, Block A
Lots 1 through 11, Block B

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 3 through 33, Block A, and Lots 1 through 11, Block B, THE WATERFRONT SEVENTH

ADDITION shall each pay 1/60 of the total cost of the improvements; and Lots 1 and 2, Block A, THE WATERFRONT SEVENTH ADDITION shall each pay 9/60 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 9th day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

First Published in the Wichita Eagle on December 12, 2014

RESOLUTION NO. 14-367

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 688 (NORTH OF 13TH STREET NORTH, WEST OF WEBB) 468-85004** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 688 (NORTH OF 13TH STREET NORTH, WEST OF WEBB) 468-85004** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Sewer No. 688 (north of 13th Street North, west of Webb) 468-85004.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Four Thousand Dollars ($304,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2014**, exclusive of the costs of temporary financing.

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

THE WATERFRONT SEVENTH ADDITION
Lots 3 through 33, Block A
Lots 1 through 11, Block B

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size/and or value: Lots 3 through 33, Block A, and Lots 1 through 11, Block B, THE WATERFRONT SEVENTH ADDITION shall each pay 1/42 of the total cost of the improvements.

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

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

SECTION 6. That the City Engineer shall prepare plans and specifications for said

improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

132019

First Published in the Wichita Eagle on December 12, 2014

RESOLUTION NO. 14-368

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90653 (NORTH OF 13TH STREET NORTH, EAST OF WEBB)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90653 (NORTH OF 13TH STREET NORTH, EAST OF WEBB)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90653 (north of 13th St. North, east of Webb).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eighteen Thousand Dollars ($18,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2014**, exclusive of the costs of temporary financing.

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

THE WATERFRONT SEVENTH ADDITION
Lots 1 and 2, Block A

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1and 2, Block A, THE WATERFRONT SEVENTH ADDITION, shall each pay 1/2 of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

132019

First Published in the Wichita Eagle on December 12, 2014

RESOLUTION NO. 14-369

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90654 (NORTH OF 13TH STREET NORTH, EAST OF WEBB)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90654 (NORTH OF 13TH STREET NORTH, EAST OF WEBB)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90654 (north of 13th St. North, east of Webb).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ninety-Nine Thousand Dollars ($99,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2014**, exclusive of the costs of temporary financing.

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

THE WATERFRONT SEVENTH ADDITION
Lots 3 through 33, Block A
Lots 1 through 11, Block B

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 3 through 33, Block A, Lots 1 through 11, Block B, THE WATERFRONT SEVENTH ADDITION, shall each pay 1/42 of the total cost of the improvements.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of December, 2014.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
SHARON DICKGRAFE, INTERIM
DIRECTOR OF LAW & CITY ATTORNEY

City of Wichita
City Council Meeting
December 9, 2014

TO: Wichita Housing Authority Board

SUBJECT: Board Resolution Approving 2015 Project-Based Budget

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Adopt the resolution approving the Public Housing Project-Based budget for 2015 and authorize the necessary signatures.

Background: The U.S. Department of Housing and Urban Development (HUD) has adopted Public Housing Operating Fund Rule 24 CFR 990, which includes two major provisions. It establishes the "Operating Fund Program," which is a formula for determining operating subsidy, and it requires Public Housing Authorities that operate 250 or more dwelling units to use asset management as their business model. Under the final rule, the Housing Authority Board is required to adopt a resolution approving the budget in project-based format using HUD form 52574.

Analysis: Implementation of Asset Management is expected to lead to better management oversight of public housing by providing more information about the operating costs and performance level of each public housing project.

Financial Considerations: This action establishes the estimated 2015 funding for Public Housing in the project-based budget format, which includes four Asset Management Projects (AMPs) and the Central Office Cost Center (COCC). Following are the totals for each project:

AMP 1	Greenway Manor and McLean Manor	$860,185
AMP 2	Rosa Gragg and Bernice Hutcherson	$200,239
AMP 3	Scattered Sites	$1,174,240
AMP 4	Scattered Sites	$1,004,384
COCC		$1,890,870

Legal Considerations: The required forms have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended the Wichita Housing Authority Board adopt the resolution approving the Public Housing Project-Based budget for 2015 and authorize the necessary signatures.

Attachments:
HUD Form-52574 – PHA Board Resolution

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 04/30/2016)

Public reporting burden for this collection of information is estimated to average 10 minutes 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 collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: PHA Code:

PHA Fiscal Year Beginning: Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

☐ Operating Budget (for COCC and all Projects) approved by Board resolution on:

☐ Operating Budget submitted to HUD, if applicable, on:

☐ Operating Budget revision approved by Board resolution on:

☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name:	Signature:	Date:

City of Wichita
City Council Meeting
December 9, 2014

TO: Wichita Housing Authority Board

SUBJECT: 2015 Payment Standards – Section 8 Housing Choice Voucher Program

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommendation: Approve the 2015 payment standards for the Section 8 Housing Choice Voucher Program to be effective on February 1, 2015 for new and relocating clients and effective March 1, 2015 for current clients as determined by their annual recertification dates.

Background: The Quality Housing and Work Responsibility Act (QHWRA) of 1998 requires housing authorities to establish Section 8 Housing Choice Voucher payment standards between 90% and 110% of the Fair Market Rents (FMRs) published by the U.S. Department of Housing and Urban Development (HUD), for applicable bedroom/unit sizes. The payment standards are used to calculate the amount of the monthly subsidy paid to landlords, and take into account tenant-paid utilities. The QHWRA also includes a provision that tenants initially receiving Section 8 tenant-based rental assistance may not be required to pay more than 40% of their adjusted monthly income for rent and utilities.

HUD published a notice of Fair Market Rents (FMRs), effective October 1, 2014. These FMRs are calculated to be at the 40th percentile of rents in the Wichita area, and include an allowance for utilities.

Analysis: In order to determine appropriate payment standards for the Section 8 Housing Choice Voucher Program, staff reviewed requests for tenancy and actual rents for the months of January through October 2014, and calculated an average rent payment. As a results of staff review, the following table reflects the 2014 FMR and the proposed payment standards for 2015:

Bedroom Size	0	1	2	3	4	5	6
FMR (10/1/2014)	$439	544	723	997	1099	1263	1428
2015 Payment Standard	$482	598	795	1096	1153	1237	1399

Financial Considerations: The proposed payment standards will enable the Section 8 Housing Choice Voucher Program to assist as many households as possible. There will be no effect on City general funds.

Legal Considerations: The Law Department has reviewed the 2015 payment standards and has approved them as to form.

Recommended Action: It is recommended that the Wichita Housing Authority Board approve the 2015 payment standards for the Section 8 Housing Choice Voucher Program to be effective on February 1, 2015 for new and relocating clients and effective March 1, 2015 for current clients as determined by their annual recertification dates.

Attachments: None.

Wichita, Kansas
December 8, 2014
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel Fellow representing the City Manager's Office and Janis Edwards, Deputy City Clerk.

Minutes of the regular meeting dated December 1, 2014, were read and on motion approved.

Bids were opened November 21, 2014, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: Reconstruction Terminal Apron PH 4 (A).

Wildcat Construction Company Inc. -$493,853.00 Base Bid
$500.00 Group 1 Alternate 1

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: December 8, 2014

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS
November 21, 2014

Reconstruction of Terminal Apron - Phase 4 (Part A) – Wichita Airport Authority/Engineering Division (Deferred from November 24, 2014)

Wildcat Construction Company, Inc.	**Base Bid**	**$493,853.00**
	Alternate 1 (Add)	**$500.00**

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

Clarence Rose
for **Melinda A. Walker**
Purchasing Manager

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB440218

Reconstruction Terminal Apron PH 4 (A)

Close Date/Time: 11/21/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Airport Engineering

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
WILDCAT CONSTRUCTION CO INC	Complete	$494,353.00	Award 12-9-14 Base Bid w/Alternate 1 Wichita Airport Authority/Engineering Division
CORNEJO & SONS LLC	Complete	$640,853.00	

BIDS ARE WITHIN THE ENGINEERS ESTIMATE

Top of the Page

Engineer's Estimate: $550,271.00

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City of Wichita, Kansas

BID RESULTS

Registration **Solicitations** **Document Inquiry** **Login** **Help**

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor **Group** **Line**

Solicitation: FB440218

Reconstruction Terminal Apron PH 4 (A)

Close Date/Time: 11/21/2014 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Airport Engineering

Go to: 1

Return to the Bid List

Responses: 2

Group 1

Vendors	Complete	Group Total Net Bid
WILDCAT CONSTRUCTION CO INC	Complete	$493,853.00
CORNEJO & SONS LLC	Complete	$639,853.00

Group 1: Alternate 1

WILDCAT CONSTRUCTION CO INC	Complete	$500.00
CORNEJO & SONS LLC	Complete	$1,000.00

Top of the Page

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