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**FINAL**  
**CITY COUNCIL**  
**CITY OF WICHITA**  
**KANSAS**

City Council Meeting  
09:00 a.m. August 12, 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 August 5, 2014

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**AWARDS AND PROCLAMATIONS**

None

**I. PUBLIC AGENDA**

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

1. Bonita Gooch - Let the People Vote.

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**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.)*

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**COUNCIL BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

None

**IV. NEW COUNCIL BUSINESS**

1. Petition Calling for Election to Adopt Ordinance Establishing Civil Penalty for Possession of Marijuana and Drug Paraphernalia.

RECOMMENDED ACTION: Take no action on petition and proposed ordinance.

2. Affordable Airfares Funding Agreement with Sedgwick County.

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures, and authorize any necessary budget adjustments.

3. 2014 Community Services Block Grant Application.

RECOMMENDED ACTION: Approve the revised 2014 Community Services Block Grant funding application and authorize the necessary signatures.

4. Project Access Contract - 2014.

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

5. 2015 Annual Operating Budget and Revisions to the 2014 Budget.

RECOMMENDED ACTION: Close the public hearing and: 1) approve the 2015 budgets and the second reading of the necessary budget ordinances, including those for the Tax Increment Financing (TIF) Districts and the Self-supporting Municipal Improvement District (SSMID); 2) approve amending the 2014 budget for the Sewer Fund; 3) approve the joint agreements with Sedgwick County; 4) approve the use of local funds derived from property within the corporate limits for the Wichita State University Board of Trustees (Interlocal Agreement between the City and County); and 5) approve necessary budget adjustments, expenditure control levels, and budget administration procedures.

(10:00 or soon thereafter)

6. General Obligation Sales Tax Improvement Bond Sale.

RECOMMENDED ACTION: 1) Award the sale of Bonds to the best bidder for such series, subject to approval of the final sizing terms 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 Resolution.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

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

**V. NON-CONSENT PLANNING AGENDA**

None

**HOUSING AGENDA**

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

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

**VI. NON-CONSENT HOUSING AGENDA**

1. 2014 Flat Rent Schedule – Public Hearing Public Housing Program.

RECOMMENDED ACTION: Approve the 2014 Flat Rent schedule for the Public Housing Program.

**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**

1. **Change Order No. 19 - New Terminal Program - Wichita Mid-Continent Airport.**

**(PULLED PER CITY MANAGER)**

2. **Air Capital Terminal 3 (ACT 3) - Supplemental Agreement No. 24, Terminal Design Amendments - Wichita Mid-Continent Airport.**

**(PULLED PER CITY MANAGER)**

3. **Supplemental Agreement No. 7 - AECOM Program Management and Construction Management Services - Air Capital Terminal 3 (ACT 3) Program.**

**(PULLED PER CITY MANAGER)**

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**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 August 11, 2014.

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

2. Applications for Licenses:

<u>Special Event</u>	<u>2014</u>	<u>Address</u>
Kidzcope, Inc	August 31, 2014	Farm and Art Market Plaza 835 East 1st
BlackTop National	August 22, 23, 24, 2014	Kennedy Plaza

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
Mark Ryan	Two Brother BBQ**	300 South Greenwich Road
Hanh Bui	Saigon Restaurant**	1103 North Broadway
<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Mohammad Arifur Rahman	BP Food Mart Inc. ***	323 West 31st South

\*\*General/Restaurant (need 50% or more gross revenue from sale of food)

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

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

4. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Paving Improvements for Messiah Baptist Church Fourth Addition. (District II)  
b. Improvements to Casa Bella Second and Third Additions. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Agreements/Contracts:

- a. Design Services Agreement for Southern Shores Addition. (District IV)

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

7. Change Order:

- a. Change Order No. 10 for BP C1 72nd Street Transmission Main.

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

8. Minutes of Advisory Boards/Commissions

Board of Park Commissioners, June 9, 2014  
Wichita Employees' Retirement System, June 18, 2014  
Police and Fire Retirement System, June 25, 2014  
Board of Appeals of Plumbers and Gas Fitters, June 4th, 2014

RECOMMENDED ACTION: Receive and file.

9. Purchase Option, Lee Real Estate, Inc. (District II)

RECOMMENDED ACTION: Adopt the Resolution approving the Special Warranty Deed , Bill of Sale, Termination and Release of Lease Agreement and to convey the property to Lee Aerospace, LLC and authorize the necessary signatures.

10. Contracts and Agreements for July 2014.

RECOMMENDED ACTION: Receive and file.

11. Contract for Providing Background Investigations.

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

12. Contract for Applicant Tracking Services.

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

13. Sidewalk Repair Assessment Program.

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

14. Funding for HOME Program Administration.

RECOMMENDED ACTION: Approve the transfer of \$23,475 from program income receipts, to support HOME program administration costs.

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

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

16. HOME Program: Housing Development Loan Program Funding. (Districts I and VI)

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

17. Purchase Order Change for Purchase of Buses.

RECOMMENDED ACTION: Approve the selection of the Gillig LLC for the purchase of ten buses and to authorize the purchasing manager to execute a purchase order.

17a. Approval of Local Match for Federal Transit Administration Ladders of Opportunity Initiative.

RECOMMENDED ACTION: Approve the local match of 20% of the project total upon FTA approval and retroactive submission of the grant application.

18. Second Reading Ordinances: (First Read August 5, 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. \*ZON2014-00009 – City Zone Change from LC Limited Commercial to OW Office-Warehouse with a Protective Overlay on Property Generally Located South of Kellogg Drive on the West Side of Hydraulic Avenue.  
(District I)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change with the provisions of Protective Overlay-288 (simple majority vote required); authorize the Mayor to sign the ordinance and place the ordinance on first reading.

20. \*ZON2014-00011 – City Zone Change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on Property Generally Located South of Central Avenue, East of West Street, on the Southeast corner of St. Louis and McComas Streets. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change (simple majority vote required); authorize the Mayor to sign the ordinance and place the ordinance on first reading.

21. \*VAC2013-00038 - Request to Vacate a Portion of a Platted Street Right-of-Way on Property Generally Located West of McLean Boulevard on the South Side of Maple Street. (District IV)

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

22. \*VAC2014-00012 - Request to Vacate a Platted Street Side Yard Setback on Property Generally Located North of Central Avenue on the Southeast Corner of Rock Road and Killarney Court. (District II)

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

23. \*VAC2014-00019 - Request to Vacate a Platted Easement on Property Generally Located North of Wassall Street, East of Washington Avenue, on the North Side of Larkin Drive. (District III)

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

## **II. CONSENT HOUSING AGENDA ITEMS**

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

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

24. \*2014 Utility Allowances - Public Housing Program.

RECOMMENDED ACTION: Review and approve the 2014 revised utility allowances for the Public Housing Program.

## **II. CONSENT AIRPORT AGENDA ITEMS**

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

None

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council

**SUBJECT:** Petition Calling for Election to Adopt Ordinance Establishing Civil Penalty for Possession of Marijuana and Drug Paraphernalia

**INITIATED BY:** Law Department / City Clerk

**AGENDA:** New Business

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**Recommendation:** Take no action on petition and proposed ordinance.

**Background:** K.S.A. 12-3013 provides a procedure for citizens to submit a proposed ordinance to the governing body of a municipality for passage by a petition signed by twenty-five percent (25%) of the electors who voted in the last city election.

A petition calling for the City to “remove all criminal penalties for possession of one ounce or less of cannabis/marijuana for adult personal or medical use and possession of paraphernalia, and that a maximum civil fine of \$25.00 shall be implemented for possession of cannabis/marijuana and possession of paraphernalia for adults” was filed with the City Clerk on July 24, 2014. (Exhibit A) The Sedgwick County Election Office verified that the petition failed to contain the necessary signatures of twenty-five percent (25%) of the qualified electors who voted in the last city election to require the City Council to consider the proposed ordinance. (Exhibit B) The petition was forty seven (47) signatures short of the number of signatures necessary to place the ordinance on a ballot.

**Analysis:** The City Council has five options:

- Take no action;
- Request an advisory election;
- Pass the proposed ordinance;
- Direct staff to draft a comparable ordinance;
- Seek citizen engagement on issues and concerns implicated by the passage of ordinance.

Since the petition failed to garner the necessary number of signatures, no further action is required by the City Council. However, as an alternative, the City Council may consider one of the following actions:

- **Call for an Advisory Election.**

As the petition failed to garner enough signatures, the City may not call for a binding special question election pursuant to K.S.A. 12-3013.

The City may, by use of its Home Rule Authority, call for an advisory election. The Sedgwick County Election Commissioner has indicated that she would be agreeable to hold an advisory election. However, due to staffing and voting equipment limitations, this election cannot occur during the general election in November. The soonest an advisory election could occur would be January or February of 2015. All costs of the election would be borne by the City. Estimates of

these costs are \$40,000 to \$60,000 depending upon the number of polling locations and if advanced voting was authorized. If a mail ballot option is chosen, these costs would rise to \$175,000 to \$200,000

The question on the advisory election ballot would be whether the City should retain its current criminal penalties for possession of marijuana and/or paraphernalia or whether the City should exercise its Home Rule Authority and enact an ordinance which would recognize the use of medical marijuana or personal use of marijuana of one ounce or less, or a similar question to be approved by the Council.

- **Pass the proposed ordinance.**

This option is not recommended. As proposed, the ordinance lacks specificity and is potentially unconstitutionally vague. If the ordinance is passed based on the petition, arguably the requirements of K.S.A. 12-3013 could be imposed. The statute precludes the amendment or repeal of the adopted ordinance by the City Council for a period of ten years.

- **Direct legal staff to return with an alternative ordinance.**

The legality of any such proposed ordinance is questionable as any reduced civil penalty would conflict with state law. K.S.A. 21-5706 and K.S.A. 21-5709 establish that possession of marijuana and drug paraphernalia are criminal offenses with a fine not to exceed \$2,500 and/or imprisonment of up to twelve (12) months in the Sedgwick County Jail.

Generally, a city may not enact legislation which is less restrictive than state law. Any such ordinance would be subject to legal challenge.

- **Direct staff to initiate a community engagement process.**

City staff could conduct a community engagement process to ascertain the full benefit, impact and/or implications to the community resulting from the passage of any propose reduction of criminal penalties for marijuana.

**Financial Considerations:** Costs of an advisory election would range from \$60,000 to \$200,000 depending upon scope of election.

**Legal Considerations:** The City Council cannot call for a binding city election on the proposed ordinance. Any election called by the council would be limited to an advisory election. Any proposed ordinance establishing penalties for possession of marijuana less than those established by state law would be in conflict with state law and unenforceable.

**Recommendations/Actions:** Take no action on petition and proposed ordinance.



Historic Courthouse • 510 North Main, Suite 101 • Wichita, Kansas 67203  
Telephone (316) 660-7100 • Fax (316) 660-7125 • [www.sedgwickcounty.org/elections](http://www.sedgwickcounty.org/elections)

RECEIVED

AUG 8 '14

Certificate of Commissioner of Elections

CITY CLERK OFFICE

I, Tabitha Lehman, Commissioner of Elections of Sedgwick County, Kansas, do hereby certify that my staff and I have reviewed the petition signature pages received by me on July 25, 2014 and have found the following:

- The petition pages contain the signatures of 2,881 qualified electors of the City of Wichita, 47 short of the required 2,928.
- The petition may contain the signatures of more qualified electors of the City, but determination of the same cannot be made from the information contained in the petition.

Witness my hand and official seal this 8th day of August, 2014

Tabitha Lehman  
Commissioner of Elections  
Sedgwick County, Kansas

**PETITION**

I, the undersigned, a qualified elector of the City of Wichita, Kansas, request that the following proposed ordinance, without alteration, be passed or referred to a vote the electors pursuant to the provisions of Chapter 25-3601 of the Kansas Statutes:

Shall the following be adopted?

**BE IT ORDAINED that in Wichita, Kansas, the municipal code shall be amended to remove all criminal penalties for possession of one ounce or less of cannabis/marijuana for adult personal or medical use and possession of paraphernalia; and that a maximum civil fine of \$25.00 shall be implemented for possession of cannabis/marijuana and possession of paraphernalia for adults.**

*I have personally signed this petition. I am a registered elector of the state of Kansas and of city of Wichita and my residence address is correctly written after my name.*

	Signature of Signer	Printed Name of Signer	Street Address	City of Residence	Date
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

STATE OF KANSAS )  
 County of Sedgwick ) ss:

I am the circulator of this petition and a resident of the state of Kansas and possess the qualifications of an elector of the state of Kansas. I believe the statements made herein and that each signature appended to the paper is the genuine signature of the person whose name it purports to be.

\_\_\_\_\_  
 (Signature of Circulator)

\_\_\_\_\_  
 (Circulator's residence address)

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_.

Notary Public

My appointment expires:

Seal

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council

**SUBJECT:** Affordable Airfares Funding Agreement with Sedgwick County

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

---

**Recommendation:** Approve the agreement.

**Background:** Since 2002, the City of Wichita and later Sedgwick County entered into annual revenue guarantee agreements with AirTran Airways, and in 2007 with Frontier Airlines. This affordable airfares program has resulted in over \$500 million in cost savings to businesses and individuals flying in and out of Wichita Mid-Continent Airport.

In 2012, AirTran was acquired by Southwest Airlines. In June 2013, AirTran ceased operations at Mid-Continent Airport and Southwest began operating daily flights from Wichita to Dallas, Chicago and Las Vegas, pursuant to an affordable airfares revenue agreement with Sedgwick County.

Starting in 2006, the State of Kansas has provided up to \$5,000,000 per year in state funding to support affordable airfares in Kansas. The state funding requires a local match, which has been jointly funded by the City and Sedgwick County. State funding has been provided to Sedgwick County to defray most of the cost of the revenue guarantees for the state fiscal year that began July 1, 2014. As in past years, the local match will be provided under the terms of the attached Transportation Services Agreement between the City and Sedgwick County.

**Analysis:** On July 23, 2014, the Sedgwick County Board of County Commissioners approved a renewal of the contract with Southwest Airlines for air service to Dallas, Chicago, and Las Vegas with a revenue guarantee capped at \$6,500,000 for the period from July 1, 2014 through June 30, 2015. The revenue guarantee is based on stated costs of operating Boeing 737 jet service between Wichita and the three destinations, plus five percent. The County's commitment is to pay Southwest the difference between these cost calculations and Southwest's customer revenue for these flights. Whenever Southwest collects revenue in amounts greater than costs, the excess revenue is carried forward to offset County revenue guarantees in subsequent reporting periods. The agreement also provides that Southwest can add service to other cities, and apply the County's revenue guarantee to those flights.

The state funding for the Southwest contract is \$4,750,000, which leaves \$1.75 million to be funded from local sources. The agreement between the City and County will provide up to \$875,000 of City funding to offset half of the County's contractual obligation not funded by the state. The attached agreement between Wichita and Sedgwick County is the same form as an agreement entered into one year ago.

**Financial Considerations:** Funding for the City's share of costs under the 2014-2015 transportation service agreement with Sedgwick County will come from funds appropriated for that purpose in the Economic Development Fund.

**Legal Considerations:** The attached funding agreement between the City and County has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the agreement and authorize the necessary signatures, and authorize any necessary budget adjustments.

**Attachments:** Transportation Service Agreement between the Sedgwick County and the City of Wichita;  
Transportation Service Agreement between the Sedgwick County and Southwest Airlines.

## **SEDGWICK COUNTY – CITY OF WICHITA TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of August, 2014, by and between the CITY OF WICHITA, KANSAS, hereinafter referred to as "City," and SEDGWICK COUNTY, KANSAS, hereinafter referred to as "County."

WHEREAS, County has requested that Southwest Airlines ("Southwest") operate daily round-trip flight service subject to the terms and conditions hereinafter set forth; and

WHEREAS, Southwest has entered an agreement with County to operate flight service upon the terms and conditions hereinafter set forth (attached hereto and made a part hereof as Appendix A); and

WHEREAS, County has submitted a request to City for joint funding of said flight service; and

WHEREAS, City finds that maintaining competitive airfares for this community will benefit both residents and businesses of Wichita and provide an economic benefit to all citizens; and

WHEREAS, the purpose of this agreement is to state the terms and conditions under which City will provide said funding.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. SERVICE(S). County will fulfill its obligations as set forth in Appendix A (the "Southwest Transportation Services Agreement"), and in doing so will fully enforce Southwest's contractual obligations to County at no cost to the City. County will in turn provide City copies of or access to all documents and information received by County relating to Southwest pursuant to the Southwest Funding Agreement.

2. STATUS OF COUNTY. County and City agree that service(s) rendered under this agreement are rendered by County as a self-governing entity, and not as an officer, agency, agent or employee of City. City supplies funding to County under this agreement as a secondary source of funding to support the service(s) described in Paragraph One (1) above, because of the benefit of the service(s) to residents of Wichita.

3. TERM. The term of this agreement shall commence July 1, 2014 and shall terminate on June 30, 2015.

4. TERMINATION. This contract may be terminated in whole or in part by either party, for any reason, upon thirty days written notice to the other party, stating the reasons for the termination and the effective date of the termination. Whether this contract is canceled by City or County, County shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and

Payment have been met by County.

5. COMPENSATION. In consideration for the service(s) described in Paragraph 1 above, provided by County for residents of Wichita, City shall cause payment to be made to County in the amount of \$875,000.00 within 15 days of execution of this Agreement. Payment shall be made to County only for service(s) described in Paragraph 1 of this agreement.

The City's payment obligation hereunder is expressly contingent upon the County's full performance of its payment obligations under the Southwest Transportation Services Agreement. The City's payment obligation shall in no event exceed the sum of \$875,000.00, and to the extent that a lesser aggregate sum is due under the Southwest Transportation Services Agreement due to decreased required subsidy, then the County shall promptly repay the unused portion of funding to the City and the City shall be deemed to have fully performed its obligations hereunder.

6. FUNDING PURPOSE. County shall apply all compensation received from City toward no purpose other than to fulfill County's obligation to Southwest as set forth in Appendix A "Southwest Transportation Services Agreement".

7. CASH BASIS AND BUDGET LAWS. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

8. MONTHLY REPORTS. Upon request, County shall furnish to City copies of the reconciled block hour reports it receives from Southwest.

9. INTEREST OF PUBLIC OFFICIALS AND OTHERS. No officer or employee of City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects such person's personal interest or the interest of any corporation, partnership, or association, other than the Wichita Airport Authority, in which such person is directly or indirectly interested, nor shall any officer or employee of City, any member of its governing body or any other public official have any interest, direct or indirect, in this agreement or the proceeds thereof.

10. TRANSFER OR MODIFICATION. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be set forth in writing and signed by both parties.

11. APPLICABLE LAW. This agreement shall be construed in accordance with the laws of the State of Kansas.

12. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. County shall comply with all applicable local, state and federal laws, and regulations, and applicable service standards, in carrying out this agreement, regardless of whether those legal requirements are specifically referenced in this agreement. Equal Opportunity and Affirmative Action: In carrying out this contract, County shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. County shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, County shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If County fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, County shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by City.

D. If County 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, County shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by City.

E. County shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the City cumulatively total \$5,000.00 or less during the fiscal year of the City pursuant to K.S.A. 44-1031(c).

13. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto.

14. INCORPORATION OF APPENDICES. APPENDIX A - "Southwest Transportation Services Agreement" is attached hereto and made a part hereof as if fully set out herein.

IN WITNESS WHEREOF, City and County have executed this contract as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

ATTEST:

\_\_\_\_\_  
KELLY B. ARNOLD, County Clerk

\_\_\_\_\_  
DAVID M. UNRUH, Chairman  
First District

APPROVED AS TO FORM:

CITY OF WICHITA, KANSAS

\_\_\_\_\_  
RICHARD EUSON  
County Counselor

\_\_\_\_\_  
CARL BREWER, Mayor

\_\_\_\_\_  
KAREN SUBLETT, City Clerk

\_\_\_\_\_  
SHARON L. DICKGRAFE, Interim City  
Attorney & Director of Law

APPENDIX A – SOUTHWEST TRANSPORTATION SERVICES AGREEMENT

## TRANSPORTATION SERVICES AGREEMENT

This Transportation Services Agreement (this "Agreement") made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between Southwest Airlines Co. ("Southwest"), and Sedgwick County, Kansas (the "County"; and together with Southwest, the "Parties", and each a "Party").

### WITNESSETH:

WHEREAS, the County has requested that Southwest operate flight services between Mid Continent Airport in Wichita, Kansas ("ICT") and certain other airports that Southwest serves, to be agreed upon by the County and Southwest; and

WHEREAS, Southwest has agreed to operate flight services between ICT and (a) Chicago Midway International Airport in Chicago, Illinois ("MDW"), (b) Dallas Love Field in Dallas, Texas ("DAL"), and (c) McCarran International Airport in Las Vegas, Nevada ("LAS", and together with MDW and DAL, the "Destinations", and each a "Destination"), subject to and upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual obligations and undertakings hereinafter set forth, the Parties agree as follows:

1. Effective July 1, 2014, Southwest will operate daily scheduled flight service between ICT and (a) MDW, (b) DAL, and (c) LAS, initially, as outlined on Exhibit A (the "Services"). The Parties agree that the Timetable attached hereto as Exhibit A sets forth the model of the services to be provided hereunder. The flight frequencies set forth in Exhibit A shall be the number of flights initially to be provided between each Destination and ICT and may be adjusted by Southwest to address market, weekend, and seasonal changes in demand. The flight times and aircraft type set forth in Exhibit A may be varied by Southwest from time-to-time.
2. Southwest will determine the fare levels and inventory allocations by fare level for all Services. Southwest agrees to use its normal marketing, promotion, revenue management systems, and passenger services at ICT and in-flight passenger amenities for the Services.
3. Southwest will include the Services provided herein in its published flight schedules and in its regular marketing, advertising, and distribution programs.
4. Southwest agrees to periodically consult with the County on the promotional efforts and performance of the Services.
5. The County shall not use the name, logo, or any other identifying images or marks of Southwest in any advertising material, promotional material, or other similar promotional activity of any sort or kind, whether undertaken directly or indirectly by the County, without the prior written consent of Southwest.
6. Southwest will be responsible for all operating expenses related to the Services provided herein, including, but not limited to, aircraft, crew, maintenance, insurance, fuel, ground services, reservations, and normal distribution. Southwest's operations pursuant to this Agreement, and its continuing obligations hereunder will be conducted under the authority of Southwest's air carrier certificate or operating certificate issued by the Federal Aviation Administration ("FAA") and under the economic authority issued to Southwest by the Department of Transportation. Southwest may and will only operate the Services in accordance with rules and regulations issued by the FAA, as such may be amended from time to time. Southwest will at all times have operational control of the aircraft.

7. In exchange for the Services, as provided in Paragraph 1, the County shall guarantee to Southwest the following minimum gross passenger revenues for each Block Hour (as hereinafter defined) (the "Block Hour Guarantee"):

- A. For Services between ICT and DAL, the Block Hour Guarantee shall not be less than (i) Seven Thousand Three Hundred Six and No/100 Dollars (\$7,306.00), (ii) plus the applicable Fuel Adjustment or less the applicable Fuel Credit, (iii) plus five percent (5%) of the combined amount of 7.A(i) and (ii).
- B. For Services between ICT and MDW, the Block Hour Guarantee shall not be less than (i) Six Thousand Three Hundred Twenty Three and No/100 Dollars (\$6,323.00), (ii) plus the applicable Fuel Adjustment or less the applicable Fuel Credit, (iii) plus five percent (5%) of the combined amount of 7.B(i) and (ii).
- C. For Services between ICT and LAS, the Block Hour Guarantee shall not be less than (i) Five Thousand Nine Hundred One and No/100 Dollars (\$5,901.00), (ii) plus the applicable Fuel Adjustment or less the applicable Fuel Credit, (iii) plus five percent (5%) of the combined amount of 7.C(i) and (ii).

Such amounts may be adjusted from time to time in accordance with Paragraph 9 of this Agreement.

8. Subject to any weekend or seasonal changes in demand, Southwest agrees to provide a minimum of four (4) flights each day, total, between ICT and one of more of the Destinations.

9. In order to reflect changes in the cost of providing the Services due to variations of fuel prices, the Block Hour Guarantee will be adjusted as follows:

- A. The Parties hereby establish a base "all-in" fuel price of Two and 75/100 Dollars (\$2.75) per gallon (the "Base Fuel Price").
- B. Each month, Southwest shall determine whether the actual all-in price of a gallon of fuel for each Block Hour was more or less than the Base Fuel Price, and shall make the following adjustments:
  - i. if the actual all-in price of a gallon of fuel for a Block Hour was more than the Base Fuel Price, Southwest shall add Eight Dollars (\$8.00) to the Block Hour Guarantee for each cent (\$0.01) for which the actual fuel price was more than the Base Fuel Price for that Block Hour (the "Fuel Adjustment"); or
  - ii. if the actual all-in price of a gallon of fuel for a Block Hour is less than the Base Fuel Price, Southwest shall subtract Eight Dollars (\$8.00) from the Block Hour Guarantee for each cent (\$0.01) for which the actual fuel price was less than the Base Fuel Price for that Block Hour (the "Fuel Credit").

10. Southwest shall calculate each "Block Hour" in accordance with its standard procedures. The estimated Block Hours between each Destination and ICT is as follows:

- A. Between DAL and ICT, Seventy (70) minutes (1 and 1/6 Block Hours);
- B. Between MDW and ICT, One Hundred Ten (110) minutes (1 and 5/6 Block Hours); and
- C. Between LAS and ICT, One Hundred Fifty (150) minutes (2 and 1/2 Block Hours).

Southwest and County agree that the estimated Block Hours for each Destination are based on optimum routings, forecast winds, and historical taxi times. The Parties agree that the above Block Hours are a seasonal estimate only and that actual Block Hours will vary by date and time due to uncontrollable factors such as weather conditions and air traffic control. Southwest reserves the right to adjust Block Hours as necessary to ensure schedule integrity. County agrees that Southwest's determination of actual Block Hours will be the basis for the Block Hour Guarantee, subject to periodic audits by the County as herein provided.

11. In addition to or in combination with those Destinations specified in Exhibit A, County agrees that Southwest may provide flights between ICT and other cities served by Southwest. Such flights will be included in the definitions of Services in this Agreement and shall be included in the Block Hour Guarantee. The amount of the Block Hour Guarantee and any other specific terms for each additional destination shall be set forth in a letter amendment to this Agreement, which shall be executed by Southwest and the County. The County agrees that with respect to any additional Services provided under this Agreement, Southwest will have the right to establish the initial scheduled Block Hours for the purposes of determining the Block Hour Guarantee and that all such scheduled Block Hours may be adjusted under the terms set forth herein.

12. At the end of each calendar month, Southwest will determine whether its actual, aggregate gross passenger revenues from ticket sales for Services between ICT the Destinations were less than the aggregate Block Hour Guarantee amounts ("Block Hour Shortfall") or greater than the aggregate Block Hour Guarantee amounts ("Block Hour Surplus"). The Block Hour Shortfall and Block Hour Surplus will be calculated by comparing the actual, monthly aggregate gross passenger revenue to aggregate Block Hour Guarantee amounts.

- A. In the event a Block Hour Shortfall occurs in any calendar month during the term of this Agreement, Southwest will provide a written report to the County setting forth the Block Hour Shortfall and the date(s) and route(s), associated with the Block Hour Shortfall. The report will contain the total gross passenger segment revenue and actual Block Hours per such flight(s) determined in accordance with Southwest's standard accounting procedures. Within thirty (30) days of its receipt of the Block Hour Shortfall report, the County will remit, in U.S. dollars, by wire transfer to Southwest, an amount equal to the Block Hour Shortfall.
- B. For any month in which there is a Block Hour Surplus, the amount of the Block Hour Surplus will be carried forward as a credit and applied to any Block Hour Shortfalls in subsequent months and/or contract periods.

Notwithstanding any other provision herein to the contrary, the County's obligations hereunder to remit to Southwest the Block Hour Shortfall(s) shall not exceed \$6,500,000.00 per year during the term of this Agreement.

13. The County shall have the right to require an audit of only those records of Southwest which relate to the accuracy of the Block Hour Shortfall, as calculated by Southwest. Such audits shall be performed by an independent third party audit firm, selected by mutual agreement of the Parties. The firm shall be engaged by Southwest, and the County shall reimburse Southwest the cost of such audit, up to an aggregate amount of \$25,000.00 per year. All such records of Southwest are proprietary materials of Southwest and the County shall keep any and all information contained therein confidential to the fullest extent permissible under the statutes of the State of Kansas relating to open records and open meetings. In the event of an audit, both the third party audit firm and County shall sign separate confidentiality agreements provided by Southwest, and Southwest shall determine what confidential information may be given to the County.

14. Southwest may terminate this Agreement upon thirty (30) calendar days' written notice if the County fails to remit the Block Hour Shortfall in substantial compliance with the terms of this Agreement and/or if changes in any applicable governmental regulations preclude operations with Southwest's existing fleet of aircraft.

15. The County may terminate this Agreement upon written notice to Southwest if Southwest reduces service

below the level described herein; if more than fifty percent (50%) of the outstanding voting stock of Southwest is sold to another airline; if Southwest files a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights; if Southwest consents to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights; or if an order is entered for relief against Southwest or a receiver, trustee or custodian is appointed for all or a substantial part of the property or assets of Southwest in any involuntary proceeding, and such order and/or appointment continues unstayed for any period of ninety (90) consecutive calendar days.

16. Either Party may terminate this Agreement upon written notice to the other Party in the event this Agreement is found to violate any laws, rules, regulations, or ordinances applicable to the County, Southwest, or the City of Wichita or any airport authority, or in the event any suit or other proceeding is brought which seeks or threatens to restrain or prohibit the transactions contemplated by this Agreement, seeks to obtain damages, or involves a claim that the consummation of which would result in the violation of any law, decree, or regulation of any governmental authority having appropriate jurisdiction.

17. The County or Southwest may terminate this Agreement at any time upon seventy five (75) calendar days' written notice.

18. The term of this Agreement shall commence on July 1, 2014, and shall terminate on June 30, 2015.

19. It is the intent of the Parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (the "Cash Basis Law") or the Kansas Budget Law (K.S.A. 79-2925) (the "Budget Law"). Therefore, notwithstanding anything to the contrary herein contained, the County's obligations under this Agreement are to be construed in a manner that assures that the County is at all times not in violation of the Cash Basis Law or the Budget Law. Accordingly, the County's obligations hereunder will be subject to sufficiency of annual appropriations.

20. Southwest and County each agree to defend, indemnify and hold harmless the other, and each other's respective officers, directors and employees from and against any and all claims, damages, liabilities, losses, proceedings, judgments, costs and expenses (including without limitation reasonable attorney's fees) arising out of the performance by each of its obligations hereunder, except that, any indemnification by the County or Southwest pursuant to this provision shall not exceed 1.5 times the maximum annual contribution of \$6,500,000 by the County set out in Paragraph 13 above. The foregoing indemnity shall survive any expiration or termination of this Agreement.

21. All notices, demands, requests, consents, and approvals by either Party to this agreement shall be made in writing and sent by U.S. mail, or by recognized overnight courier, or by hand delivery, or by facsimile transmission (if confirmed by mail, overnight courier or hand delivery). All such notices shall be addressed as follows:

If to the County:

Chief Financial Officer  
Sedgwick County  
525 N. Main, Ste. 823  
Wichita, KS67203  
Tel: (316) 660-7591  
Fax.: (316) 383-7729

With a copy to:

Sedgwick County Counselor  
525 N. Main, Suite 359  
Wichita, Kansas 67203  
Tel: (316) 660-9340  
Fax: (316) 383-7007

If to Southwest:

Southwest Airlines, Co.  
Vice President-Airport Affairs  
P.O. Box 36611  
Dallas, TX 75235  
Tel: (214)-792-4365  
Fax: (214)-792-4224

22. This Agreement and any issue arising out of or relating to the Parties' relationship hereunder shall be governed by, and construed in accordance with the laws of the State of Kansas.

23. This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof, and any and all prior agreements, arrangements, understandings, or representations, oral or written, are merged into and superseded by the terms of this Agreement. This Agreement cannot be altered, amended or modified except by a writing signed by an authorized representative of each Party.

24. The obligations and undertakings set forth herein are severable, such that if any provision hereof is found to be invalid or unenforceable, such invalid or unenforceable provisions shall not affect the validity or enforceability of the remaining provisions.

25. Failure to insist on strict compliance with any provisions hereof by either Party shall not constitute a waiver of compliance with such provision nor preclude either Party from demanding strict compliance in the future.

26. This Agreement may not be assigned by either Party hereto.

27. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

28. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. In carrying out this Agreement, Southwest shall not deny any of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 et seq.

- A. Southwest shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this agreement because of race, religion, color, sex, disability, national origin, or ancestry.
- B. In all solicitations or advertisements for employees, Southwest shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- C. If Southwest fails to comply with the provisions of K. S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Southwest shall be deemed to have breached this contract and it may be canceled, terminated or

suspended, in whole or in part, by County.

- D. If Southwest 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, Southwest shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
- E. Southwest shall include the provisions of Subparagraphs A through D inclusively of this Paragraph 28 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- F. The provisions of this Paragraph 28 shall not apply to a contract entered into by a contractor who:  
1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

29. Each Party's obligation to perform under this Agreement shall be suspended if and for so long as the non-performance of such obligation shall be directly caused by a strike, lockout, labor trouble, act of God, inability to secure materials, restrictive governmental laws or regulations, enemy action, war, national emergency, riot, fire, or other similar exigency not the fault of the Party obligated.

30. The Parties each represent to each other that they have the right, power, legal capacity, and authority to enter into and perform their respective obligations under this Agreement, and no approvals or consents of any persons other than the Parties hereto are necessary in connection with it. The execution and delivery of this Agreement by the Parties has been duly authorized by the Parties' respective boards of directors or commissioners.

*Remainder of Page Intentionally Left Blank  
Signature Page Follows*

IN WITNESS WHEREOF, the Parties hereto affix their duly authorized signatures as of the date set forth on the first page of this Agreement.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

ATTEST:

\_\_\_\_\_  
David M. Unruh, Chairman  
Commissioner, First District

\_\_\_\_\_  
KELLY ARNOLD, County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
RICHARD A. EUSON, County Counselor

SOUTHWEST AIRLINES CO.

  
\_\_\_\_\_  
Bob Montgomery  
Vice President-Airport Affairs

**EXHIBIT "A"**

Southwest will operate the following service between Wichita and Chicago, Dallas, and Las Vegas.

**Wichita – Origin:**

<u>FLT</u>	<u>ORIG</u>	<u>DEST</u>	<u>Dept</u>	<u>Arr</u>	<u>Frequency</u>
4	ICT	LAS	1005	1040	12345 7
458	ICT	MDW	1050	1240	12345 7
4137	ICT	DAL	1250	1400	12345 7
34	ICT	MDW	1740	1920	12345 7
3778	ICT	DAL	2020	2130	12345 7

**Wichita--Destination:**

<u>FLT</u>	<u>ORIG</u>	<u>DEST</u>	<u>Dept</u>	<u>Arr</u>	<u>Frequency</u>
4137	LAS	ICT	0755	1220	12345
4	DAL	ICT	0825	0935	12345
4783	MDW	ICT	0835	1020	12345 7
34	DAL	ICT	1600	1710	12345 7
3778	MDW	ICT	1805	1950	12345 7

The flight frequencies set out in the timetables are representative of the flights to be provided in the identified city pair markets and may be adjusted to address overall market, weekend and seasonal changes in demand. The flight times set out in the timetable may be varied from time-to-time in accordance with Southwest's usual procedures and operational requirements.

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council

**SUBJECT:** 2014 Community Services Block Grant Application

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** New Business

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**Recommendation:** Approve the revised 2014 Community Services Block Grant funding application and authorize the necessary signatures.

**Background:** The Community Services Block Grant (CSBG) is a Federal funding source which supports programs to address the needs of persons who have low incomes. CSBG funds are administered by the Kansas Housing Resources Corporation and are awarded by formula to Community Action Programs (CAPs) throughout the state. For over 30 years the City of Wichita has been a CAP and received CSBG funding for Wichita and Sedgwick County. The Wichita Sedgwick County Community Action Partnership (WSCCAP) is a division of the Housing and Community Services Department and administers the CSBG program locally.

The Community Services Block Grant Review Committee (Review Committee) is the official administering board for CSBG and as such is required to fully participate in the development, planning, and implementation and evaluation of programs and operations supported by CSBG funds. These requirements are set forth in policies established by the Kansas Housing Resources Corporation (KHRC).

According to the U.S. Department of Health and Human Services, Community Services Block Grant funding is designed to alleviate the causes and conditions of poverty in communities. The Department further notes that CSBG funding supports projects that:

- Lessen poverty in communities
- Address the needs of low-income individuals including the homeless, migrants and the elderly
- Provide services and activities addressing employment, education, better use of available income, housing, nutrition, emergency services and/or health

**Analysis:** An annual application is required for receipt of CSBG funds. The process for completing an application begins when KHRC staff provides the WSCCAP with a preliminary budget allocation for the next year. Staff prepares and submits to the Review Committee, an analysis of prior year program expenses and outcomes, and anticipated needs for the next funding year. The Review Committee meets to discuss and prepare recommendations for the budget application. The recommendations are forwarded to the City Manager and City Council for final approval prior to submission to KHRC.

On December 18, 2013, the City was advised by KHRC that the 2014 CSBG funding amount would be \$782,042, which is \$216,217 less than the 2013 allocation of \$998,259. On January 14, 2014, the KHRC advised that the allocation may increase as a result of the budget passed by Congress, however grantees were told to prepare budget applications with the original estimate.

The Review Committee met and discussed funding priorities for 2014 and because of the reduced allocation, recommended a reduction in funds for employment and training. However they agreed that if additional funds became available that such funds should be designated for employment and training which is needed to support the new WSCCAP anti-poverty model. When staff presented the proposed budget to the City Council on February 4, 2014, the Council approved the budget and endorsed the idea that future funds be allocated to employment and training.

KHRC approved the budget on March 21, 2014. On July 22, 2014, KHRC advised that the FFY 2014 CSBG allocation for Wichita/Sedgwick County would increase by \$125,313 to \$907,355. Based on the City Council's approval of the recommendation to place additional funds in employment and training, the following chart reflects current and new funding.

	<b>Current – 2013</b>	<b>Approved: Feb. 4, 2014</b>	<b>Revised: July, 2014</b>
Employment & Training	\$202,000	\$35,361	\$160,674

Recipients of CSBG-funded services must have income that does not exceed 125% of the federal poverty level, must live in Wichita/Sedgwick County, and must be 18 years of age or older.

As presented and discussed in the February 4, 2014 Council meeting, staff is preparing a Request for Proposals (RFP) seeking service providers to: provide employment, education and training services to individuals and families who meet CSBG Program eligibility guidelines, and provide supportive services to help alleviate barriers that are preventing them from becoming self-sufficient. Selection recommendation(s) will be submitted to the City Council for approval.

The revised FFY 2014 CSBG grant application must be submitted to KHRC by August 20, 2014.

**Financial Considerations:** No general funds are obligated by the application.

**Legal Considerations:** The Law Department has approved the revised 2014 Community Services Block Grant application as to form.

**Recommendation/Action:** It is recommended that the City Council approve the revised 2014 Community Services Block Grant funding application and authorize the necessary signatures.

**Attachments:** None.

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council  
**SUBJECT:** Project Access Contract - 2014  
**INITIATED BY:** Housing and Community Services Department  
**AGENDA:** New Business

---

**Recommendation:** Approve the Project Access contract and authorize the necessary signatures.

**Background:** Project Access is a community-based and physician-led program to expand access to medical services for low-income, uninsured local residents. This is accomplished through public and private sector partnerships that coordinate donated medical services by linking physicians, social service and public agencies, hospitals, clinics, and area pharmacies, and by providing funds to purchase medications prescribed by participating doctors.

The City of Wichita has provided financial support for Project Access since 1999 through contracts with the Central Plains Regional Health Care Foundation, Inc. (CPRHCF). The funding source is the Community Services Block Grant (CSBG). Since Project Access is the only local program which provides this combination of services, the City has received authorization from the Kansas Housing Resource Corporation to contract with CPRHCF as a sole source vendor for these services.

From September 1999 through June 30, 2014, \$3.65 million in CSBG funds have been provided to the Project Access program. Program staff report that they have coordinated medical/dental care and services for 12,070 individuals as well as provided access to prescriptions and medical supplies, as summarized below:

- 361,933 prescriptions worth over \$8.5 million (includes purchased and donated items);
- donated physician and dental services worth over \$41.6 million; and
- donated hospital services worth over \$120.1 million.

**Analysis:** The City and CPRHCF entered into the one-year current contract on September 1, 2013.

From September 1, 2013 through June 30, 2014, 3,709 individuals have received donated medical/dental care and services coordinated by Project Access staff who report:

- 22,536 prescriptions were purchased for over \$107,773 in CSBG program funds;
- pharmaceutical companies have donated over \$276,036 in prescription medicines in partnership with the Project Access program;
- coordination of donated physician and dental services worth over \$3 million; and
- coordination of donated hospital services worth over \$34 million.

The above data reflects the participation of 623 physicians, 39 dentists, eight hospitals and 85 pharmacies in the Project Access program.

The current contract will expire on August 31, 2014, and there are no renewal options. According to past reports from the Kansas Health Institute analyzed by Project Access staff, there are approximately 68,000 adults who are uninsured in Sedgwick County. To help meet this need, the Kansas Housing Resources Corporation has approved the CSBG budget allocation to support Project Access and staff is recommending that City Council approve the contract. If approved, the contract period will be September 1, 2014 through August 31, 2015.

**Financial Considerations:** An allocation of \$175,000 was submitted with the City's 2014 Community Services Block Grant budget to the Kansas Housing Resources Corporation (KHRC) on February 4, 2014. KHRC approved the budget on March 21, 2014. No City general operating funds are obligated by this contract.

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

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

**Attachments:** Contract document

**COMMUNITY SERVICES BLOCK GRANT**

**CONTRACT**

THIS CONTRACT entered into this 1<sup>st</sup> day of September 2014 by and between the City of Wichita, Kansas (hereinafter referred to as the CITY) and the Central Plains Regional Health Care Foundation, Inc. (hereinafter referred to as the DELEGATE AGENCY).

WITNESSETH THAT:

WHEREAS, the CITY desires to enter into a contract with the DELEGATE AGENCY for the provision of certain services necessary to implement a Community Services Block Grant (CSBG) program in Wichita and Sedgwick County; and

WHEREAS, the cooperation of the CITY and the DELEGATE AGENCY is essential for successful implementation of the Project Access component;

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

SECTION 1. SCOPE OF SERVICES. The DELEGATE AGENCY, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the CITY and as outlined per Exhibit B.

SECTION 2. TIME OF PERFORMANCE. This contract shall cover services performed or to be performed by the DELEGATE AGENCY commencing September 1, 2014 and ending August 31, 2015. The services of the DELEGATE AGENCY are to commence as soon as practicable on the date of this contract and shall be undertaken and completed in such sequence as to assure their expeditious completion no later than the termination date of the contract.

SECTION 3. CONTRACT COMPLIANCE. The DELEGATE AGENCY agrees to perform contract services in accordance with the provisions of this contract, the Community Services Block Grant Program as defined in Title VI, Subtitle B of the Omnibus Budget Reconciliation Act and in revisions thereto (hereinafter referred to as the ACT), the Federal and State rules and regulations issued pursuant to the ACT, the Federal, State, and local laws and ordinances, the goals, objectives and requirements of the local Community Action Plan (hereinafter referred to as the PLAN) and all such general and special assurances included therein, and all correspondence and directives from the Kansas Housing Resources Corporation, the state level agency administering the CSBG Program and hereinafter referred to as KHRC, and the City's Wichita Sedgwick County Community Action Partnership (hereinafter referred to as WSCCAP) Manager.

SECTION 4. ESTABLISHMENT AND MAINTENANCE OF RECORDS. The DELEGATE AGENCY shall establish and maintain records as prescribed by the KHRC and/or the CITY, with respect to all matters covered by this contract. At a minimum, the DELEGATE AGENCY shall comply with the record retention and custodial requirements set forth in this Section.

A. Record Retention Policy.

The DELEGATE AGENCY shall retain all records pertinent to this contract, including but not limited to: financial, statistical, property, and participant records and supporting documents, for a period of three (3) years, subject to the qualifications set forth in Paragraph B.

B. Retention Periods.

1. The retention period will begin on the date of submission by the DELEGATE AGENCY of the annual or final expenditure report, whichever applies to the particular grant, except that the DELEGATE AGENCY shall retain records for nonexpendable property for a period of three (3) years after final disposition of the property.
2. The DELEGATE AGENCY must request in writing prior approval from the CITY for the destruction of any records relating to this contract.
3. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the regular three year period, whichever is later.

SECTION 5. ALLOWABLE COSTS. Funds generated under this contract may only be expended for purposes permitted under the provisions of the Federal and State Rules and Regulations pertaining to the ACT. Adjustments in the authorized expenditure budget included as Exhibit C may be requested by the DELEGATE AGENCY and will be considered and, if approved by the Manager of WSCCAP, transacted in accordance with this contract's SECTION 22. Modification of Contract procedures herein provided. All such requests should be approved in writing with appropriate signatures obtained prior to the DELEGATE AGENCY incurring any unbudgeted expenditures or obligating unbudgeted funds for such expenditures. The City reserves the right to deny reimbursement for unbudgeted expenditures or obligations for which prior written approval has not been obtained.

SECTION 6. DOCUMENTATION OF COSTS. All contract costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges.

SECTION 7. REPORTS AND INFORMATION. The DELEGATE AGENCY, at such times and in such forms as the KHRC and/or the CITY may require, shall furnish to the KHRC and/or the CITY such statements, records, reports, data, and information as the KHRC and/or the CITY may request pertaining to matters covered by this contract. All reports, information, data, and other related materials, prepared or assembled by the DELEGATE AGENCY under this contract, are subject to the requirements of confidentiality set forth in K.S.A. 45-201 et seq.

Federal Financial Accountability and Transparency Act (FFATA)

I. Reporting Subawards and Executive Compensation.

1. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, [Pub. L. 111-5](#)) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.
  - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrc.gov>.

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- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
  3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
2. Reporting Total Compensation of Recipient Executives.
  1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
    - i. the total Federal funding authorized to date under this award is \$25,000 or more;
    - ii. in the preceding fiscal year, you received—
      - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](http://www.usc.gov), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
    - i. As part of your registration profile at <http://www.ccr.gov>.
    - ii. By the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Subrecipient Executives.
  1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
    - i. in the subrecipient's preceding fiscal year, the subrecipient received—

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(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](#), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

- 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions. For purposes of this award term:

- 1. Entity means all of the following, as defined in 2 CFR part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;

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- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_\_ .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

SECTION 8. AUDITS AND INSPECTIONS. The DELEGATE AGENCY shall as required by the KHRC, CITY, State of Kansas, and/or Comptroller General of the United States make available for examination, to the KHRC, CITY, State of Kansas, and/or Comptroller General of the United States or their designated and authorized representative(s), all its records and data for the purpose of making audits, examinations, excerpts, and transcriptions.

SECTION 9. PROCUREMENT STANDARDS. The standards to be used for the procurement of supplies, equipment, and other materials and services with this contract's funds are those described in the Office of Management and Budget (OMB) Circular A-102, Grants Management Common Rules or in OMB Circular A-110, Subpart C, as applicable. These standards must be applied in accordance with procedures set forth in the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements," as provided in Exhibit A attached hereto. Further, the DELEGATE AGENCY shall avoid conflicts of interest, real or apparent, by observing the following requirements.

Purchase of American-Made Equipment and Products. In accordance with the sense of Congress relative to purchase of American-Made Equipment and Products, to the greatest extent practicable, all equipment and products purchased with funds made available under this contract should be American-made.

A. Code of Conduct.

The DELEGATE AGENCY shall maintain a written code or written standards of conduct that will govern the performance of its officers, employees, or agents in contracting with or otherwise procuring supplies, equipment, construction, or services with funds provided pursuant to this contract. These standards shall provide that no officer, employee, or agent shall:

1. Solicit or accept gratuities, favors, or anything of monetary value from suppliers or potential suppliers, including subcontractors under sub-recipient contracts; or
2. Participate in the selection, award, or administration of a procurement supported by contract funds subject to this section, where to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for award:
  - a) the officer, employee, or agent;
  - b) any member of his or her immediate family;
  - c) his or her partner; or
  - d) a person or organization that employs, or is about to employ, any of the above.

SECTION 10. 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, physical handicap, sex or age. [Reference Title VI of the Civil Rights Act of 1964 (Public Law 88-352)]. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the DELEGATE AGENCY receiving funds pursuant to this contract.

- B. The DELEGATE AGENCY further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements" as provided in Exhibit A attached hereto.

**SECTION 11. TRAFFICKING IN PERSONS.**

- 1. Provisions applicable to a recipient that is a private entity.
  - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      - 1. Associated with performance under this award; or
      - 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.
- 2. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

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3. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    2. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

**SECTION 12. 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 13. ASSIGNABILITY. The DELEGATE AGENCY shall not assign any interest in this contract without prior written consent of the CITY.

SECTION 14. COPYRIGHTS. If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to regulations of the KHRC. The CITY and/or the KHRC reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

SECTION 15. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the CITY and the KHRC for determination by the CITY and/or the KHRC as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest. All such determinations are subject to regulation of the KHRC.

SECTION 16. SECTARIAN ACTIVITY PROHIBITED. The funds provided under this contract shall not be used for the construction, operation, or maintenance of any facility used, or to be used, for sectarian instruction or as a place for religious worship.

SECTION 17. SMOKING PROHIBITIONS. In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

SECTION 18. POLITICAL ACTIVITY PROHIBITED.

- A. None of the funds, materials, property or services provided directly 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 5 USC 15.

SECTION 19. 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 or appropriations pending before the Congress of the United States of America, the Legislature of the State of Kansas, or the Wichita City Council.

SECTION 20. PAYMENTS.

- A. Compensation and Method of Payment. Compensation and method of payment from the CITY to the DELEGATE AGENCY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the CITY.
- B. Total Payments. Total payments to the DELEGATE AGENCY from the CITY will not exceed \$175,000 as cited in the total of Exhibit C, attached.

- C. Restriction on Disbursements. No contract funds shall be disbursed to a DELEGATE AGENCY or contractor except pursuant to a written contract that incorporates by reference the general conditions of this contract.
- D. Unearned Payments. Under this contract unearned payments shall be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the KHRC at any time; or if the Community Services Block Grant funds to the City of Wichita under the ACT are suspended or terminated.

SECTION 21. MODIFICATION OF CONTRACT. As a result of additional requirements, the CITY may require modification of this contract. The DELEGATE AGENCY agrees to accept this contract with the understanding that the contract may be modified. In the event the DELEGATE AGENCY is unable to comply with the required contract modification the CITY shall be notified by the DELEGATE AGENCY within 10 days, at which time the CITY may declare this contract canceled and proceed under the contract cancellation provisions herein provided. Further, in the event the DELEGATE AGENCY is unable to meet the contractual goals and/or obligations as specified herein or in any subsequent contract amendment, the DELEGATE AGENCY may request modification of the contract. Any request for modification of the contract by the DELEGATE AGENCY must be provided to the CITY in writing and must state the reason(s) and provide justification. Any modifications to this contract shall be in accordance with the following provisions:

- A. To provide necessary flexibility for the most effective execution of this project, subject to B. and C. below, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any contract modification must be approved in writing by both the CITY and the DELEGATE AGENCY.
- B. Any line item changes to the approved budget per Exhibit C must be requested and justified in writing. Line item changes exceeding \$25,000 must be presented to and approved by the City Council.
- C. Prior to any financial or programmatic change that would substantially alter the original intent of the contract, a written amendment shall be approved and signed by all signatories to the original contract and by the City Council.

SECTION 22. CONTRACT CANCELLATION. The City shall conduct a periodic and ongoing evaluation of the adequacy of performance of any or all sections of this contract by the DELEGATE AGENCY or its subcontractor. In the event of any failure of the DELEGATE AGENCY or its subcontractor to achieve 85% of the scheduled program goals as set forth in Exhibit B, the CITY reserves the right to require replanning or other appropriate action, which may involve reduction or deobligation of funds or cancellation of this contract; however, any of these actions shall not relieve the DELEGATE AGENCY of the requirement to achieve 100% of the performance goals by the termination date of this agreement.

Cancellation shall be effected by the CITY's notice of cancellation to the DELEGATE AGENCY, which shall specify the reasons for cancellation and the date upon which such cancellation becomes effective. Upon receipt of notice of cancellation the DELEGATE AGENCY shall: (1) discontinue further commitments of contract funds; (2) promptly cancel all subcontractors and agreements utilizing funds under this contract; (3) settle with the approval of the CITY all outstanding claims arising from such cancellation; and (4) submit, within a period of time to be specified by the CITY, a cancellation settlement proposal which shall include a final statement of the contract.

SECTION 23. TERMINATION CLAUSE. Upon breach of the contract by the DELEGATE AGENCY, the CITY by giving written notification may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through 28 or referenced therein, exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. This

contract may also be terminated by mutual agreement of the parties or because the CITY's Community Services Block Grant funding is not appropriated or it is, or is to be, terminated or defunded. If contract termination occurs, as a result of factors other than breach of the contract terms by the DELEGATE AGENCY, the contract cancellation procedure set forth in Sections 21 and 22 of this contract shall take effect.

SECTION 24. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the DELEGATE AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.), as amended.

SECTION 25. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT. All parties to this contract shall comply with all provisions contained in the Americans with Disabilities Act of 1990, as amended.

SECTION 26. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the DELEGATE AGENCY, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the CITY 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 DELEGATE AGENCY pursuant to this contract.

SECTION 27. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COSTS PRINCIPLES. During the administration of this contract, the DELEGATE AGENCY shall comply with and adhere to applicable Office of Management and Budget (OMB) Circulars, as revised, which may include OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," OMB Circular No. A-21, "Cost Principles for Educational Institutions," OMB Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments," and OMB Circular A-87, "Cost Principles for State and Local Governments." In particular, the DELEGATE AGENCY shall assure compliance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," which sets out audit requirements and specifies records must be available for review or audit by appropriate officials.

SECTION 28. PUBLICITY. "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources."

SECTION 29. RENEGOTIATION. This contract may be renegotiated in the event additional or alternate sources of funding become available during the term of the contract.

SECTION 30. APPENDICES. All documents or exhibits referenced herein, all amendments or mutually agreed upon modification(s) made and signed by all parties to this contract, and all exhibits referenced below and attached hereto are hereby incorporated in this contract and made a part thereof as though fully set forth herein.

Exhibit A	Revised Non-Discrimination & Equal Employment Opportunity/Affirmative Action Requirements
Exhibit B	Performance Criteria, Contract Objectives
Exhibit C	Detail of Budget
Exhibit D	Contractual Provisions Attachment
Exhibit E	Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-free Workplace Requirements

**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 hereunder.
  
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
  
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity

or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
  2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PERFORMANCE CRITERIA  
CONTRACT OBJECTIVES

It is mutually agreed by and between the City of Wichita, Kansas (hereinafter referred to as the CITY) and the Central Plains Regional Health Care Foundation, Inc. (hereinafter referred to as the DELEGATE AGENCY) that it is the intent of this contract to provide physician-authorized medications, medical supplies and durable medical equipment to persons with incomes at or below 125% of federal poverty guidelines. The geographic area to be served under this contract includes all areas within the county limits of Sedgwick County, Kansas.

FIRST, the DELEGATE AGENCY understands and agrees that performance under this contract will be evaluated by the CITY's Wichita Sedgwick County Community Action Partnership (hereinafter referred to as the WSCCAP).

SECOND, the DELEGATE AGENCY shall notify the WSCCAP whenever it is unable to provide the quantity or quality of service required under this contract. Upon such notification, the WSCCAP shall determine whether such inability will require a modification or cancellation of the contract or a reduction in the payments to the DELEGATE AGENCY.

THIRD, it is understood that DELEGATE AGENCY records used in preparation of all reports submitted pursuant to this agreement are subject to review by the CITY and/or its agent to ensure the accuracy and validity of the information reported. The WSCCAP will conduct onsite monitoring visits at least annually.

FOURTH, the DELEGATE AGENCY understands and agrees that the \$175,000 in Community Services Block Grant Program funds shall be the maximum amount provided by the CITY under this contract per Exhibit C. Costs exceeding \$175,000 shall be born in full by the DELEGATE AGENCY.

CONTRACT PROVISIONS SPECIFIC TO THE PROJECT'S SCOPE OF SERVICES

The CITY and the DELEGATE AGENCY mutually understand and agree to the following provisions under this contract:

1. The DELEGATE AGENCY is solely responsible for the certification of eligible applicants for physician-authorized medications and/or durable medical supplies.
2. The DELEGATE AGENCY will process at least 17,780 physician-authorized medications through local pharmacies and other providers as appropriate; 70 percent (or 910) of total patients served will fall within the CSBG program guidelines; and 70 percent (or \$9,240,000) of total leveraged donated medical services will be provided to CSBG-eligible patients.
3. Through a contractual agreement with the Central Plains Health Care Partnership's Project Access, CSBG funds are used to provide only physician-authorized medications, medical supplies and durable medical equipment to persons with incomes at or below 125% of federal poverty guidelines. Project Access coordinates the health care needs of Wichita area low-income individuals with medical service providers willing to provide the care at no or reduced cost. Consequently, low income individuals will be able to obtain the medical care they need. No DELEGATE AGENCY equipment or materials may be purchased.
4. The DELEGATE AGENCY agrees that all payments under this contract shall be in accordance with established budgeting, purchasing, and accounting procedures of the CITY.
5. The DELEGATE AGENCY agrees to make written requests to the CITY for cost-reimbursement during the contract period. This is a cost-reimbursement contract. Disbursement of funds under this contract may be requested only for necessary, reasonable, and allowable costs described therein, and for which the DELEGATE AGENCY has made payment during the period of performance set forth in Section 2. The City agrees to reimburse the DELEGATE AGENCY for such costs, and payment shall be made upon receipt of a request for reimbursement form, CSBG 2014/2015 Cost Control Statement accompanied by a monthly progress report from the DELEGATE AGENCY specifying the services performed and expenses incurred. All requests for reimbursement must be accompanied by an invoice which identifies the address to which payment should be remitted, documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.), the names of clients who received the services, and other supporting documentation. Supporting documentation must be accompanied by an agency payment voucher providing this information and a

copy of the signed check with which the payment was made. Requests for Reimbursement must be received by the 20<sup>th</sup> day of the month following the month during which the expenditure was paid.

6. The DELEGATE AGENCY agrees to claim reimbursement only from the City under this Agreement and not for any portion of its obligations that have been paid by another source of revenue.
7. The DELEGATE AGENCY agrees that CSBG funds shall not be disbursed except pursuant to a written contract, which incorporates by reference the general conditions of this Agreement. Disbursements may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated.
8. The DELEGATE AGENCY agrees that all payments made are subject to its compliance with this Agreement. Any breach of the contract is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
9. The DELEGATE AGENCY agrees that closeout billings must be submitted before August 31, 2015. If not submitted, the unexpended funds shall revert to the City of Wichita.
10. The DELEGATE AGENCY agrees to provide fiscal reports, listing financial expenditure information in the detail required for the City to determine the financial status of the project and the amount of funds expended for applicants served during the reporting time period. The CITY will specify in writing the reporting periods for the fiscal reports and the dates that they are due.
11. The DELEGATE AGENCY agrees to provide such demographic reports as are determined necessary by the CITY and the Kansas Housing Resources Corporation.



CONTRACTUAL PROVISIONS ATTACHMENT

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

"The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

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 September 2010.

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.

AGREEMENT WITH KANSAS LAW:

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

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.

DISCLAIMER OF LIABILITY:

Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

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 canceled, 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 the ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of the preceding paragraph (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.

ACCEPTANCE OF CONTRACT:

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

ARBITRATION, DAMAGES, WARRANTIES:

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

REPRESENTATIVE'S AUTHORITY TO CONTRACT:

By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

RESPONSIBILITY FOR TAXES:

The State of Kansas 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.

INSURANCE:

The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

INFORMATION:

No provisions 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.

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."

EXHIBIT – E

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS

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Lobbying: This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

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The undersigned contractor certifies that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing, Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Community Services Block Grant, Project Access

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Drug-Free Workplace: This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
  2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
  3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
  4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
  5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
  6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
    - Controlled substance** means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
    - Conviction** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
    - Criminal drug statute** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
    - Employee** means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All *direct charge* employees; (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees or subrecipients or subcontractors in covered workplaces).
- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;

Community Services Block Grant, Project Access

- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to an y employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c) , (d), (e) and (f).

Community Services Block Grant, Project Access

Central Plains Regional Health Care Foundation, Inc.

Contract Number \_\_\_\_\_.

\_\_\_\_\_  
Thomas Bloxham, M.D., President

\_\_\_\_\_  
Date

CITY OF WICHITA

\_\_\_\_\_  
Carl Brewer, Mayor  
City of Wichita

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Sharon L. Dickgrafe  
Interim Director of Law and City Attorney

\_\_\_\_\_  
Date

**City of Wichita  
City Council Meeting  
August 12, 2014**

**TO:** Mayor and City Council  
**SUBJECT:** 2015 Annual Operating Budget and Revisions to the 2014 Budget  
**INITIATED BY:** City Manager’s Office  
**AGENDA:** New Business

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**Recommendations:** Approve the 2015 proposed and 2014 amended budgets, and the City-County joint agreements.

**Background:** The 2015 Proposed Budget was formulated with citizen input and feedback from the City Council during workshop sessions, meetings with neighborhood associations and District Advisory Boards, and through social media efforts. The City Council has held public hearings on the proposed 2015 budget. On July 15, 2014, the City Council placed the budget ordinances on first reading, authorized the publication of the hearing notices, and set August 12, 2014 as the official budget hearing and adoption date.

**Analysis:** The proposed 2015 operating budget was officially published with expenditures totaling \$577,877,808 (which does not include internal service funds, capital projects, grant funds, trust funds or interfund transactions). Interfund transactions and appropriated reserves increase this amount to \$732,052,107. The inclusion of trust funds results in an additional \$87,456,239, increasing total expenditures to \$819,508,346.

The total taxes levied for the General Fund and Debt Service Fund equal \$102,796,161, including \$75,918,454 for the General Fund and \$26,877,707 for the Debt Service Fund. The total estimated mill levy of 32.509 mills remains unchanged from the 2014 budget, subject to the County Clerk’s finalization of the assessed valuation and the certification of the mill levies later this year. The SSMID Fund is included in the proposed budget, with taxes levied totaling \$569,781, assuming a mill levy rate of 6.02 mills, a slight decrease from the 2014 levy of 6.04.

The 2015 Budget also includes a total of nine TIF Funds, two environmental TIFs (Gilbert & Mosley and North Industrial Corridor) and seven economic development TIFs (East Bank, 21<sup>st</sup> & Grove, Old Town Cinema, Northeast Redevelopment, Ken Mar, Center City and Douglas and Hillside). A combined \$6,308,965 is estimated to be derived from property tax increments.

**Jointly Funded Budgets.** The General Fund includes City of Wichita contributions to the jointly funded City-County budgets, as identified in the table below.

2015 Proposed Budget	City Share	County Share	Other Revenue	Total Revenue
<b>Flood Control</b>	\$1,035,066	\$1,035,066	\$0	\$2,070,132
<b>Metropolitan Area Planning</b>	\$740,341	\$740,341	\$187,801	\$1,668,483

It is necessary for the City Council to approve joint agreements to continue these functions. The County Commission is expected to likewise approve the County share of these functions.

**2014 Revised Budget.** In addition to action on the 2015 Proposed Budget, it is requested that action be taken to amend last year's 2014 Adopted Budget – as contained in the current proposed budget submitted to the City Council. One change is required. Sewer Fund expenditures will increase by \$1,264,959 in 2014, due to additional contractual costs associated with sewage treatment improvements. These costs are the result of an agreement with KDHE.

**Budget Administration** - To implement the 2014 Revised Budget, staff will take steps as outlined on pages 44-47 of the Proposed Budget, to ensure that the policy direction of the City Council is implemented. These steps include: establishing expenditure control levels for each department; processing administrative budget adjustments in specific cases to implement Council direction; transferring amounts between funds as included in the Council approved budget, subject to available funding; establishing authorized position counts based on positions approved and funding within the 2014 Revised Budget; and processing internal service fund charges consistent with the Adopted Budget and policy direction. Subsequent to the Council adoption of the budget, staff will prepare and submit budget certification forms with necessary adjustments to comply with state requirements.

**Financial Considerations:** Approval of the publication of the notice of formal hearing on July 15, 2014 set the maximum dollars that may be expended in each fund. The City Council may reduce expenditures required (and proposed tax dollars to be levied), but may not increase expenditures previously established and published.

**Legal Considerations:** Publication requirements of State law for the final (formal) public hearing have been met. Following final Council action on the proposed budget, proper certification will be made of the property taxes to be levied in conformity with State law. The proposed City/County agreements and resolutions have been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and:

- (1) Approve the 2015 budgets and the second reading of the necessary budget ordinances, including those for the Tax Increment Financing (TIF) Districts and the Self-supporting Municipal Improvement District (SSMID);
- (2) Approve amending the 2014 budget for the Sewer Fund;
- (3) Approve the joint agreements with Sedgwick County;
- (4) Approve the use of local funds derived from property within the corporate limits for the Wichita State University Board of Trustees (Interlocal Agreement between the City and County); and
- (5) Approve necessary budget adjustments, expenditure control levels, and budget administration procedures.

**Attachments:**

Interlocal Agreement – Planning  
Interlocal Agreement – Flood Control

AGREEMENT

between

CITY OF WICHITA, KANSAS

and

SEDGWICK COUNTY, KANSAS

for

WICHITA-SEDGWICK COUNTY FLOOD CONTROL

WHEREAS, it is necessary that agreement on the joint funding and management of the Wichita-Sedgwick County Flood Control operation become effective as of January 1, 2015; and

WHEREAS, pursuant to K.S.A. 19-3301 et seq., contracts have previously been approved creating a Flood Control operation.

NOW, THEREFORE, the City of Wichita and the County of Sedgwick agree as follows:

In funding the budget year 2015, the County shall contribute the sum of \$1,035,066, and the City shall contribute the sum of \$1,035,066.

All revenues, fees, charges or assessments collected by the Flood Control operation shall be credited to the County and City in the same percentage as their respective annual operations contributions. The remaining unencumbered funds at the end of the year 2015 shall be distributed back to the parties in the same proportion.

All aspects of the operation and administration for the Wichita-Sedgwick County Flood Control operation will continue the same as in the year 2014.

This Agreement is intended to supplement all previous budget agreements regarding the Wichita-Sedgwick County Flood Control operation and to the extent any provisions shall conflict, the terms and provisions thereof shall control.

IN WITNESS THEREOF, the Board of County Commissioners of Sedgwick County, Kansas, has approved this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Commissioners present and voting:

DAVID M. UNRUH  
TIM R. NORTON  
KARL PETERJOHN  
RICHARD RANZAU  
JAMES SKELTON

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

ATTEST:

\_\_\_\_\_  
David M. Unruh, Chairman  
First District

\_\_\_\_\_  
Kelly Arnold, County Clerk

\_\_\_\_\_  
Tim R. Norton, Commissioner  
Second District

APPROVED AS TO FORM:

\_\_\_\_\_  
Karl Peterjohn, Commissioner  
Third District

\_\_\_\_\_  
Richard A. Euson  
County Counselor

\_\_\_\_\_  
Richard Ranzau, Commissioner  
Fourth District

\_\_\_\_\_  
James Skelton, Commissioner  
Fifth District

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IN WITNESS WHEREOF, the City of Wichita, Kansas has approved this

Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

City of Wichita, KANSAS

By \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Sharon Dickgrafe, Interim Director of Law

AGREEMENT

between

CITY OF WICHITA, KANSAS

and

SEDGWICK COUNTY, KANSAS

For

WICHITA-SEDGWICK COUNTY METROPOLITAN PLANNING DEPARTMENT

WHEREAS, it is necessary that agreement on the joint funding and management of the Wichita-Sedgwick County Metropolitan Planning Department become effective as of January 1, 2015; and

WHEREAS, there have previously been adopted ordinances and resolutions as required by former K.S.A. 12-716, et seq., creating a Joint Planning Department.

NOW THEREFORE, the City of Wichita and the County of Sedgwick agree as follows:

In funding the budget year 2015, the County shall contribute the sum of \$740,341, and the City shall contribute the sum of \$740,341.

All revenues, fees, charges or assessments collected by the Wichita-Sedgwick County Metropolitan Area Planning Department shall be credited to the County and City in the same percentage as their respective annual contributions. The remaining unencumbered funds at the end of the year 2015 shall be distributed back to the parties in the same proportion.

All aspects of operation and administration for the Wichita-Sedgwick County Metropolitan Area Planning Department will continue the same as in year 2014, except that no salary increase shall be granted to the Director of the Wichita-Sedgwick County Metropolitan Area Planning Department absent review and recommendation by the Sedgwick County Board of County Commissioners.

This agreement is intended to supplement all previous budget agreements regarding the Wichita-Sedgwick County Metropolitan Area Planning Department and to the extent any provisions shall conflict, the terms and provisions thereof shall control.

IN WITNESS THEREOF, the Board of County Commissioners of Sedgwick County, Kansas, has approved this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Commissioners present and voting:

DAVID M. UNRUH \_\_\_\_\_  
TIM R. NORTON \_\_\_\_\_  
KARL PETERJOHN \_\_\_\_\_  
RICHARD RANZAU \_\_\_\_\_  
JAMES SKELTON \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

ATTEST:

\_\_\_\_\_  
David M. Unruh, Chairman  
First District

\_\_\_\_\_  
Kelly Arnold, County Clerk

\_\_\_\_\_  
Tim R. Norton, Commissioner  
Second District

APPROVED AS TO FORM:

\_\_\_\_\_  
Karl Peterjohn, Commissioner  
Third District

\_\_\_\_\_  
Richard A. Euson  
County Counselor

\_\_\_\_\_  
Richard Ranzau, Commissioner  
Fourth District

\_\_\_\_\_  
James Skelton, Commissioner  
Fifth District

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IN WITNESS WHEREOF, the City of Wichita, Kansas has approved this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 2014.

City of Wichita, KANSAS

By \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Sharon Dickgrafe, Interim Director of Law

**City of Wichita  
City Council Meeting  
August 12, 2014**

**TO:** Mayor and City Council Members

**SUBJECT:** General Obligation Sales Tax Improvement Bond Sale

**INITIATED BY:** Department of Finance

**AGENDA:** New Business

---

**Recommendation:** Approve the bid.

**Background:** The City is offering for sale one series of General Obligation Sales Tax Bonds, Series 2014 in the principal amount not to exceed \$72,365,000. The bonds are being issued to permanently finance freeway improvements.

**Analysis:** The proceeds from the sale of the Series 2014 Bonds will be used for reimbursement of previously incurred expenses to finance Kellogg and other freeway improvements.

Bids will be accepted electronically via **PARITY** Electronic Bid Submission System until 10:00 a.m. CT in the Finance Conference Room. The bids will be verified, tabulated and presented to the City Council at its earliest convenience following tabulation of the bids. By law, the City must award the sale of each series of the Bonds and Notes to the best conforming bidder.

**Financial Considerations:** The Series 2014 General Obligation Sales Tax Bonds will mature serially over 15 years and will be paid from the City's portion of funds derived from a one percent (1%) county-wide retailers' sales tax that is dedicated by Ordinance 41-815 to paying the costs of road, highway and bridge improvements, including right-of-way acquisitions. The Series 2014 Bonds are callable at par on and after October 1, 2023.

**Legal Considerations:** The Law Department has approved the form of the ordinance and resolution which have been prepared by Bond Counsel. On the sale date, Bond Counsel will review the bids for conformity to the bid conditions contained in the Official Notice of Sale and will report any irregularities in the bids to the Finance Department.

**Recommendations/Actions:** It is recommended that the City Council: (1) award the sale of Bonds to the best bidder for such series, subject to approval of the final sizing terms 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 Resolution.

**Attachments:** Request for Declaration of Emergency  
Resolution Authorizing Issuance of Bonds  
Ordinance Authorizing Issuance of Bonds

**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, August 12, 2014, of an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX BONDS, SERIES 2014, OF THE CITY OF WICHITA, KANSAS; PLEDGING CERTAIN SALES TAX REVENUES TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE NOT PAID FROM SALES TAX REVENUES; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

The general nature of such public emergency is due to bond market expectations that the authorization of the issuance of the Series 2014 Bonds occur on the same date bids are received and to enable the City to deliver the Series 2014 Bonds authorized by said Ordinance on September 1, 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 August 12, 2014.

---

Carl Brewer, Mayor

(Seal)

ATTEST:

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Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

---

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

**RESOLUTION NO. 14-227**

**OF**

**THE CITY OF WICHITA, KANSAS**

**ADOPTED**

**AUGUST 12, 2014**

**GENERAL OBLIGATION SALES TAX BONDS  
SERIES 2014**

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**RESOLUTION NO. 14-227**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION SALES TAX BONDS, SERIES 2014, 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 2014 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 2014 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, 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, particularly Article 12, Section 5 thereof, and statutes of the State of Kansas including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.* and K.S.A. 12-187 *et seq.*, all as amended and supplemented.

**“Additional Bonds”** means any bonds secured by the Pledged Revenues hereafter issued pursuant to the Bond Resolution.

**“Authorized Denomination”** means \$5,000 or any integral multiples thereof.

**“Authorized Investments”** shall mean, as long as the Series 2007 and Series 2009A 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.

**“Average Annual Debt Service”** means the average annual Debt Service Requirements, as computed for the then current or any future Fiscal Year.

**“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 the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

**“Bond and Interest Fund”** means the Bond and Interest Fund of the Issuer for its general obligation 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: (a) with respect to the Series 2007 Bonds, the financial guaranty insurance policy issued by the MBIA; and (b) with respect to Additional Bonds, the municipal bond insurance policy, financial guaranty bond or financial guaranty insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

**“Bond Insurer”** means: (a) with respect to the Series 2007 Bonds, MBIA; and (b) with respect to Additional Bonds, the entity set forth in the supplemental resolution authorizing such Additional Bonds.

**“Bond Payment Date”** means any date on which principal of or interest on any Bond is payable.

**“Bond Purchase Agreement”** means with respect to Additional Bonds, the Bond Purchase Agreement between the Issuer and the Purchaser of such Additional Bonds.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

**“Bond Registrar”** means the State Treasurer, and any successors and assigns.

**“Bond Resolution”** means this resolution relating to the Bonds.

**“Bond Registrar”** means: (a) with respect to the Outstanding Parity Bonds and the Series 2014 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 Resolution”** means collectively: (a) the Outstanding Parity Bond Resolutions; (b) the Series 2014 Bond Resolution; and (c) any ordinance and/or resolution approved by the Governing Body authorizing the issuance of any series of Additional Bonds, as amended from time to time.

**“Bonds”** means collectively: (a) the Outstanding Parity Bonds; (b) the Series 2014 Bonds; and (c) 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.

**“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 facilities, 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 or the SEC Rule, 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 the Costs of Issuance Account for General Obligation Sales Tax Bonds, Series 2014 created pursuant to *Section 501* hereof.

**“Dated Date”** means, with respect to the Series 2014 Bonds, September 1, 2014.

**“Debt Service Account”** means the Debt Service Account for General Obligation Sales Tax Bonds, Series 2014 created within the Bond and Interest Fund pursuant to *Section 501* hereof.

**“Debt Service Coverage Ratio”** means, for any period of determination with respect to Additional Bonds, the ratio determined by dividing (a) a numerator equal to the Pledged Revenues for such period by (b) a denominator equal to the Average Annual Debt Service on all Parity Bonds then Outstanding and proposed to be issued.

**“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 Series 2007 and Series 2009A 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.

**“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 of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance or Finance Manager of the Issuer.

**“Disclosure Undertaking”** means the Issuer’s master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation bonds of the Issuer issued after December 2, 2010, as implemented by Ordinance Number 49-078 of the Issuer.

**“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.

**“DTC Representation Letter”** means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a 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 Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) 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 the Bonds then Outstanding.

**“Federal Tax Certificate”** means the Issuer's Federal Tax Certificate for the Tax-Exempt Bonds, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Financeable Costs”** means the amount of expenditure for a Project which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation sales tax bonds, less: (a) the amount of any temporary obligations of the Issuer which are currently Outstanding and available to pay such Financeable Costs; (b) the amount of any Bonds of the Issuer which is currently Outstanding and available to pay such Financeable Costs; and (c) 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.

**“Funds and Accounts”** means funds and accounts created pursuant to or referred to in *Section 501* hereof.

**“General Obligation Sales Tax Bonds”** means any Bonds which constitute general obligations of the Issuer.

**“Governing Body”** means the duly elected and/or appointed and acting persons comprising the City Council of the City.

**“Gross Sales Tax Revenues”** all revenues received by the Issuer from the collection of the Sales Tax, before any payments, disbursements or expenditures made therefrom.

**“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 this 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.

**“Interest Payment Date(s)”** means: (a) with respect to the Series 2014 Bonds, the Stated Maturity of an installment of interest on the Series 2014 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 Bonds which are April 1 and October 1 of each year; and (c) with respect to Additional Bonds, the Stated Maturity of an installment of interest on such Additional Bonds, as set forth in the supplemental bond resolution authorizing such Additional Bonds.

**“Interim Indebtedness”** means Bonds 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 Bonds to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

**“Long-Term Indebtedness”** means Bonds having an original stated maturity or term greater than one year, 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 Bond means the date on which the principal of such Bond 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.

**“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 with notice to the Bond Insurer.

**“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:

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 2014 Bonds:

[Purchaser Name]  
[Purchaser Address]  
[City, State]  
Fax: [Fax]

- (d) To the Rating Agency(ies):

Moody's Municipal Rating Desk  
7 World Trade Center  
250 Greenwich Street  
23rd Floor  
New York, New York 10007

Standard & Poor's Ratings Services,  
a division of McGraw Hill Financial Inc.  
55 Water Street, 38th Floor  
New York, New York 10004

- (f) To the Bond Insurer:

MBIA Insurance Corporation  
113 King Street  
Armonk, New York 10504

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.
- (e) With respect to the Bond Insurer, any Vice President - Attn: Insured Portfolio Management-Surveillance, with a copy to its General Counsel.

**“Official Statement”** means the Issuer’s Official Statement relating to the Series 2014 Bonds.

**“Ordinance”** means Ordinance No. 49-[\_\_\_\_] of the Issuer authorizing the issuance of the Series 2014 Bonds, as amended from time to time.

**“Outstanding”** means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article XI* hereof;
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder; and
- (d) Bonds, the principal or interest of which has been paid by the Bond Insurer.

**“Outstanding Parity Bond Debt Service Accounts”** means the principal and interest accounts for the Outstanding Parity Bonds, established in the Outstanding Parity Bond Resolutions.

**“Outstanding Parity Bond Resolutions”** means, collectively: (a) with respect to Outstanding Series 2007 Bonds, Ordinance No. 47-577 and Resolution No. 07-524; (b) with respect to the Series 2009A Bonds, Ordinance No. 48-297 and Resolution No. 09-064; (c) with respect to the Series 2010A Bonds, Ordinance No. 48-798 and Resolution No. 10-223; (d) with respect to Series 2011A Bonds, Ordinance No. 49-092 and Resolution No. 11-231; (e) with respect to Series 2011B Bonds, Ordinance No. 49-093 and Resolution No. 11-232; (f) with respect to the Series 2012D Bonds, Ordinance No. 49-357 and Resolution No. 12-228; and (g) with respect to the Series 2012E Bonds, Ordinance No. 49-358 and Resolution No. 12-229.

**“Outstanding Parity Bonds”** means the Outstanding Series 2007 Bonds, Series 2009A Bonds, Series 2010A Bonds, Series 2011A Bonds, Series 2011B Bonds, Series 2012D Bonds and Series 2012E Bonds.

**“Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

**“Parity Bond Debt Service Accounts”** means collectively: (a) the Outstanding Parity Bond Debt Service Accounts; (b) the Debt Service Account; and (c) the debt service accounts established for Additional Bonds issued as Parity Bonds.

**“Parity Bonds”** means collectively: (a) the Outstanding Parity Bonds; (b) the Series 2014 Bonds; and (c) any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Bonds described in (a) and (b) hereof with respect to the Pledged Revenues.

**“Parity Bonds Resolution”** means collectively: (a) the Series 2014 Bond Resolution; (b) the Outstanding Parity Bond Resolutions; and (c) the ordinances and/or resolutions under which any Parity Bonds are hereafter issued.

**“Parity General Obligation Bonds”** means collectively: (a) the Outstanding Parity Bonds; (b) the Series 2014 Bonds; and (c) any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Bonds described in (a) and (b) hereof with respect to the Pledged Revenues and are also general obligations of the Issuer.

**“Parity Revenue Bonds”** means any Additional Bonds hereafter issued pursuant to the Bond Resolution standing on a parity and equality with the Parity Bonds with respect to the Pledged Revenues and are payable and secured only by the Pledged Revenues.

**“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 Series 2014 Bonds and the Outstanding Parity Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Paying Agent in the supplemental bond resolution authorizing such Additional Bonds.

**“Pledged Revenues”** means: (a) the Revenues; and (b) investment earnings on such Revenues (except any investment earnings required to be deposited into the Rebate Fund pursuant to the Federal Tax Certificate).

**“Project Fund”** means the the Project Fund for General Obligation Sales Tax Bonds, Series 2014 created pursuant to *Section 501* hereof.

**“Purchase Price”** means, with respect to the Series 2014 Bonds, 100% of the principal amount thereof[, plus a premium of \$[\_\_\_\_\_], plus any accrued interest from the Dated Date to the Issue Date.

**“Purchaser”** means [Purchaser Name], [City, State], the original purchaser of the 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 the Bond Resolution.

**“Rating Agency”** means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for any series of the Bonds.

**“Rebate Fund”** means the Rebate Fund for General Obligation Sales Tax Bonds, Series 2014 created pursuant to *Section 501* hereof.

**“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”** means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

**“Redemption Price”** means, when used with respect to any Bond to be redeemed, the price at which such Bond 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 Bonds”** means Bonds issued for the purpose of refunding any Outstanding Bonds.

**“Replacement Bonds”** means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 210* hereof.

**“Revenues”** means 50% of the Gross Sales Tax Revenues.

**“Sales Tax”** means the one percent (1%) county-wide retailers' sales tax imposed by Sedgwick County, Kansas pursuant to the Act and an election held in 1985.

**“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 2007 Bonds”** means the General Obligation Sales Tax Bonds, Series 2007, dated October 1, 2007, authorized and issued by the Issuer in the original principal amount of \$40,500,000, pursuant to the Series 2007 Bond Resolution.

**“Series 2009A Bonds”** means the General Obligation Sales Tax Refunding Bonds, Series 2009A, dated April 1, 2009, authorized and issued by the Issuer in the original principal amount of \$28,385,000, pursuant to the Series 2009A Bond Resolution.

**“Series 2010A Bonds”** means the General Obligation Sales Tax Refunding Bonds, Series 2010A, dated September 15, 2010, authorized and issued by the Issuer in the original principal amount of \$21,420,000, pursuant to the Series 2010A Bond Resolution.

**“Series 2011A Bonds”** means the General Obligation Sales Tax Bonds, Series 2011A, dated October 1, 2011, authorized and issued by the Issuer in the original principal amount of \$8,755,000, pursuant to the Series 2011A Bond Resolution.

**“Series 2011B Bonds”** means the General Obligation Sales Tax Refunding Bonds, Series 2011B, dated October 1, 2011, authorized and issued by the Issuer in the original principal amount of \$16,240,000, pursuant to the Series 2011B Bond Resolution.

**“Series 2012D Bonds”** means the General Obligation Sales Tax Bonds, Series 2012D, dated November 1, 2012, authorized and issued by the Issuer in the original principal amount of \$18,540,000, pursuant to the Series 2012D Bond Resolution.

**“Series 2012E Bonds”** means the General Obligation Sales Tax Refunding Bonds, Series 2012E, dated November 1, 2012, authorized and issued by the Issuer in the original principal amount of \$22,865,000, pursuant to the Series 2012E Bond Resolution.

**“Series 2014 Bonds”** means the General Obligation Sales Tax Bonds, Series 2014, authorized and issued by the Issuer pursuant to the Ordinance and the Series 2014 Bond Resolution.

**“Series 2014 Bond Resolution”** means collectively, the Ordinance and this resolution authorizing the issuance of the Series 2014 Bonds, as amended from time to time.

[ **“Series 2014 Term Bonds”** means the Series 2014 Bonds scheduled to mature in the year [\_\_\_\_]. ]

**“Short-Term Indebtedness”** means Bonds 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 *Article II* hereof for the payment of Defaulted Interest.

**“Standard & Poor's”** means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., 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 with notice to the Bond Insurer.

**“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 Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

**“Subordinate Lien Bonds”** means any Additional Bonds issued and payable from, and secured by a lien on the Pledged Revenues, which lien is junior to that of any Parity Bonds.

**“Substitute Projects”** means the substitute or additional projects of the Issuer described in *Article V* hereof.

**“Tax-Exempt Bonds”** means any Bonds, the interest on which is excludable from gross income for federal income tax purposes.

**“Term Bonds”** means any Bonds designated as Term Bonds in the Bond Resolution.

**“Treasurer”** means the duly appointed and/or elected Treasurer of the Issuer 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.

**“Variable Rate Indebtedness”** means any Bonds 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 Bond Resolution authorizing such Bonds.

“Value” means, as long as the Series 2007 Bonds, Series 2009A Bonds, Series 2010A Bonds, Series 2011A and Series 2011B Bonds are outstanding, 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 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 of 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;

*and thereafter* shall mean the amortized cost of an obligation or the market value thereof, whichever is lower.

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Series 2014 Bonds.**

The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$72,635,000\*, for the purpose of providing funds to: (a) pay a portion of the costs of the Projects; and (b) pay Costs of Issuance. The Series 2014 Bonds shall be Parity Bonds, Tax-Exempt Bonds and shall constitute Long-Term Indebtedness.

**Section 202. Description of the Series 2014 Bonds.**

The Series 2014 Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Series 2014 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:

[SERIAL BONDS]

<u>Stated Maturity</u> <u>October 1</u> 2015	<u>Principal</u> <u>Amount</u> \$	<u>Annual Rate</u> <u>of Interest</u> _____%	<u>Stated Maturity</u> <u>October 1</u> 2029	<u>Principal</u> <u>Amount</u> \$	<u>Annual Rate</u> <u>of Interest</u> _____%
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2029

[TERM BONDS

<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>
<b><u>October 1</u></b>	<b><u>Amount</u></b>	<b><u>of Interest</u></b>
2029	\$ _____	_____ %]

The Series 2014 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 204** hereof. The Series 2014 Bonds shall be issued as Book-Entry-Only Bonds and administered in accordance with the provisions of **Section 210** hereof.

Each of the Series 2014 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 2014 Bonds and Bond Registrar with respect to the registration, transfer and exchange of Series 2014 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 2014 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 Cede & Co. or 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 therefore 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. 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.

**Section 206. 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 *Article III* 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 this *Article II*.

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 Bond Insurer or] 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 207. 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 Bond Registrar for authentication.

The Series 2014 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 Series 2014 Bonds that may be issued hereunder at any one time. No 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 2014 Bond shall be conclusive evidence that such Series 2014 Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Series 2014 Bonds to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. 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 209. 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 210. Book-Entry Bonds; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. Any series of Bonds may 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.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this Section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(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 an Authorized Denominations and form as provided herein.

**Section 211. 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 (4) 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 212. Preliminary and Final Official Statement.** The Preliminary Official Statement for the Series 2014 Bonds, dated July 15, 2014, is hereby ratified and approved. The Official Statement for the Series 2014 Bonds 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 Official Statement as so supplemented, amended and completed, and the use and public distribution of the 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 Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Series 2014 Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Series 2014 Bonds.** The sale of the Series 2014 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 2014 Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

**Section 214. 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 702** 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 702** 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 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 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 702**; 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 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.

(c) ***Debt Service Requirements on Variable Rate Indebtedness.*** 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, all as set forth in a certificate of a Consultant, delivered to the Issuer.

## ARTICLE III

### REDEMPTION OF BONDS

#### Section 301. Redemption by Issuer.

***Optional Redemption.*** At the option of the Issuer, Series 2014 Bonds maturing on October 1 in the years 2024, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on October 1, 2023, and thereafter, as a whole or in part (selection of maturities and the amount of 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 to the Redemption Date.

**[Mandatory Redemption.** [(a) \_\_\_\_ *Term Bonds.*] The [\_\_\_\_] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such [\_\_\_\_] Term Bonds:

<b><u>Principal Amount</u></b>	<b><u>Year</u></b>
\$	
	*

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\*Final Maturity

[(b) 2029 *Term Bonds.*] The 2029 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on October 1 in each year, the following principal amounts of such 2029 Term Bonds:

<b><u>Principal Amount</u></b>	<b><u>Year</u></b>
\$	
	2029*

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\*Final Maturity

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.]

**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 Registrar. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds and the Bond Insurer. 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 the 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 2014 Bonds shall be general obligations of the Issuer payable as to the principal of, premium, if any, and interest from a pledge of the Pledged Revenues and, if not so paid and to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Series 2014 Bonds as the same become due.

The covenants and agreements of the Issuer contained herein and in the Series 2014 Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2014 Bonds, all of which Series 2014 Bonds shall be of equal rank and without preference or priority of one Series 2014 Bond over any other Series 2014 Bond in the application of the funds herein pledged to the payment of the principal of, premium, if any, and interest on the Series 2014 Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in the Ordinance and this Bond Resolution. The Series 2014 Bonds shall stand on a parity of lien and shall be equally and ratably secured with respect to the payment of the principal of, premium, if any, and interest from the Pledged Revenues with any Parity Bonds. The Series 2014 Bonds shall not have any priority with respect to the payment of principal of, premium, if any, and interest from said Pledged Revenues or otherwise over the Parity Bonds; and the Parity Bonds shall not have any priority with respect to the payment of principal of, premium, if any, and interest from said Pledged Revenues or otherwise over the Series 2014 Bonds.

**Section 402. Levy and Collection of Annual Tax.** The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Series 2014 Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the

principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

## **ARTICLE V**

### **ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS**

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Project Fund for General Obligation Sales Tax Bonds, Series 2014.
- (b) Debt Service Account for General Obligation Sales Tax Bonds, Series 2014 (within the Bond and Interest Fund).
- (c) Rebate Fund for General Obligation Sales Tax Bonds, Series 2014.
- (d) Costs of Issuance Account for General Obligation Sales Tax Bonds, Series 2014.

The Funds and Accounts established herein shall be administered in accordance with the provisions of the Series 2014 Bond Resolution so long as the Series 2014 Bonds are Outstanding.

The following Funds and Accounts previously created are hereby ratified:

- (a) Revenue Fund;
- (b) Outstanding Parity Bond Debt Service Accounts;
- (c) Construction Fund; and
- (d) Any other Funds and Accounts established by the Outstanding Parity Bond Resolutions.

The Funds and Accounts ratified herein shall be administered in accordance with the provisions of the Bond Resolution so long as any Parity Bonds are Outstanding.

**Section 502. Deposit of Series 2014 Bond Proceeds.** The net proceeds received from the sale of the Series 2014 Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest and any excess proceeds received from the sale of the Series 2014 Bonds shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay Costs of Issuance shall be deposited in the Costs of Issuance Account.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Project Fund.

**Section 503. Application of Moneys in the Project Fund.** Moneys in the Project Fund shall be used for the sole purpose of: (a) paying the costs of the Projects, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the Governing Body; (b) paying Costs of Issuance; and (c) transferring any amounts to the Rebate Fund required by this *Article V*.

Withdrawals from the Project Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Projects shall be supported by a certificate executed by the Director of Finance stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Projects, any surplus remaining in the Project Fund shall be deposited in the Debt Service Account.

**Section 504. Substitution of Projects; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Series 2014 Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of sales tax/general obligation bonds to pay the cost of the Substitute Projects has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Series 2014 Bonds to pay the Financeable Costs of the Substitute Projects has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Series 2014 Bonds to include the Substitute Projects; and (4) the use of the proceeds of the Series 2014 Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Series 2014 Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Series 2014 Bond proceeds among all Projects financed by the Series 2014 Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Series 2014 Bonds allocated to any Project to exceed the Financeable Costs of the Project; and (3) the reallocation will not adversely affect the tax-exempt status of the Series 2014 Bonds under State or federal law.]

**Section 505. 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 Bonds, shall be transferred to the Project Fund until completion of the Projects and thereafter to the Debt Service Account.

**Section 506. 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 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 arbitrage rebate, 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 2014 Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article XI* hereof, the obligation to pay arbitrage rebate 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 2014 Bonds.

## ARTICLE VI

### COLLECTION AND APPLICATION OF SALES TAX REVENUES

**Section 601. Gross Sales Tax Revenues.** The Issuer covenants and agrees that from and after the delivery of the Series 2014 Bonds, and continuing as long as any of the Bonds remain Outstanding, all of the Gross Sales Tax Revenues shall as and when received by the Issuer be promptly paid and deposited as follows: (a) 50% of such Gross Sales Tax Revenues shall be deposited into the Issuer's General Fund; and (b) the Revenues shall be deposited into the Revenue Fund.

**Section 602. Revenue Fund.**

Amounts in the Revenue Fund 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 any Parity Resolution.

**Section 603. Application of Moneys in Funds and Accounts.** The Issuer covenants and agrees so long as any of the Bonds shall remain Outstanding, it will on the first day of each month after receipt by the Issuer of any Revenues, all of the moneys then held in the Revenue Fund in the following order, as follows:

(a) ***Parity Bond Debt Service Accounts.***

(1) ***Series 2014 Debt Service Account.*** An amount (less accrued credits or other amounts transferred into the Debt Service Account) necessary to: (i) provide the proportionate amount of the next maturing interest on the Series 2014 Bonds; and (ii) an equal proportionate amount of the next maturing principal on the Series 2014 Bonds; to the end that at all times one (1) month prior to maturity of interest or principal, on the Series 2014 Bonds, there shall be sufficient moneys in the Bond Debt Service Account for the payment of the maturing interest and principal on the Series 2014 Bonds. The amounts transferred and credited to the Debt Service Account shall be used solely and exclusively for the payment of principal of and interest on the Series 2014 Bonds when the same shall become due and payable. In addition thereto, there shall be transferred to the

Debt Service Account sufficient sums to pay any fees and expenses of the Bond Registrar and Paying Agent for the Series 2014 Bonds.

Any amounts deposited in the Debt Service Account in accordance with *Section 502(a)* hereof shall be credited against the Issuer's payment obligations as set forth in this subsection.

(2) *Other Parity Bonds Debt Service Accounts.* A Parity Bond Debt Service Account will be established for each series of other Parity Bonds. An amount (less accrued credits or other amounts transferred into such Parity Bond Debt Service Account) necessary to: (i) provide the proportionate amount of the next maturing interest on the Parity Bonds; and (ii) an equal proportionate amount of the next maturing principal on the Parity Bonds; to the end that at all times one (1) month prior to maturity of interest or principal, on the Parity Bonds, there shall be sufficient moneys in the appropriate Parity Bond Debt Service Account for the payment of the maturing interest and principal on such Parity Bonds. All such transfers shall be made on a parity basis among all Parity Bond Debt Service Accounts. The amounts transferred and credited to the various Parity Bond Debt Service Accounts shall be used solely and exclusively for the payment of principal of and interest on the respective Parity Bonds when the same shall become due and payable. In addition thereto, there shall be transferred to the various debt service accounts sufficient sums to pay any fees and expenses of the registrars and paying agents for such Parity Bonds.

All such transfers shall be made on a parity basis among the Debt Service Account and all Parity Bond Debt Service Accounts.

(b) *Debt Service Accounts-Subordinate Lien Bonds.* An amount (less accrued credits or other amounts transferred into such accounts) necessary to: (i) provide the proportionate amount of the next maturing interest on the Subordinate Lien Bonds; and (ii) an equal proportionate amount of the next maturing principal on the Subordinate Lien Bonds; to the end that at all times one (1) month prior to maturity of interest or principal, on the Subordinate Lien Bonds, there shall be sufficient moneys in the appropriate debt service account for the payment of the maturing interest and principal on such Subordinate Lien Bonds. The amounts required to be paid and credited to the debt service account(s) for Subordinate Lien Bonds 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 Bonds.

(d) *Construction Fund.* After all payments and credits required at the time to be made under the provisions of paragraph (a), (b) and (c) have been made, all moneys remaining in the Revenue Fund shall be paid and credited to the Construction Fund. Moneys in the Construction Fund may be expended and used for the following purposes as determined by the Governing Body:

(1) Paying the cost of other road, highway and bridge projects in the City and related right-of-way acquisition;

(2) Preventing default in, anticipating payments into or increasing the amounts in debt service accounts for any Bonds; and

(3) If no other funds are available, calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at the best price obtainable not exceeding the redemption price, any Bonds, including principal, interest and redemption premium, if any.

**No Other Use of Pledged Revenues.** So long as any Bonds are Outstanding, no Pledged Revenues shall be diverted to the general governmental or municipal functions of the Issuer or applied in any manner other as set forth in the Bond Resolution.

**Section 604. Transfer of Funds to Paying Agent.** The Director of Finance, or designate, is authorized and directed to withdraw from the Parity Bonds Debt Service Accounts and the debt service accounts for any Subordinate Lien Bonds sums sufficient to pay both principal or Redemption Price of and interest on Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. 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 the Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys. Any moneys or investments remaining in the Parity Bonds Debt Service Accounts and the debt service accounts for any Subordinate Lien Bonds after the retirement of all such Bonds shall be transferred and paid into the Bond and Interest Fund.

**Section 605. 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.

**Section 606. Nonpresentment.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bonds have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bonds 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 Bonds, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under the Bond Resolution or on, or with respect to, said Bonds. If any Bonds are not presented for payment within six years following the date when such Bonds become due at Maturity, the Paying Agent shall repay to the Issuer the funds theretofore held by it for payment of such Bonds, and such Bonds 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.

## ARTICLE VII

### ADDITIONAL BONDS

**Section 701. Senior Lien Bonds.** The Issuer covenants and agrees that so long as any of the Parity Bonds remain Outstanding, the Issuer will not issue any Bonds payable out of the Pledged Revenues or any part thereof which are superior to the Parity Bonds with respect to the lien on the Pledged Revenues.

**Section 702. Parity Bonds.** The Issuer covenants and agrees that it will not issue any Bonds which stand on a parity or equality of lien against the Pledged Revenues with the Parity Bonds unless the following conditions are met:

(a) The issuance of the Parity Bonds is permitted by laws of the State;

(b) The Issuer shall not be in default in the payment of the Debt Service Requirements on any Parity Bonds 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 or any Parity Resolution (unless such Bonds are being issued to provide funds to cure such default) nor shall any other Event of Default have occurred and be continuing;

(c) The Issuer shall authorize such issuance of Parity Bonds by ordinance or resolution approved by the Governing Body, which ordinance or resolution shall contain substantially the same terms, conditions, covenants and procedures as are established in the existing Bond Resolution and shall designate the type of Parity Bonds to be issued (*i.e.* Parity General Obligation Bonds or Parity Revenue Bonds); and

(d) The Issuer shall deliver the following:

(1) **Long-Term Indebtedness.** A certificate signed by the Mayor and Director of Finance evidencing that the Debt Service Coverage Ratio for a 12-month period immediately preceding the issuance of such Long-Term Indebtedness shall be not less than 1.10, including the Long-Term Indebtedness proposed to be issued; provided that:

(i) for the purpose of calculating the amount of such Pledged Revenues, that any period of 12 consecutive months out of the 18-month period next preceding the issuance of such Long-Term Indebtedness may be used; and

(ii) if prior to the issuance of such Long-Term Indebtedness, the Governing Body has pledged an additional percentage of the Gross Sales Tax or available revenues from another legally authorized sales tax as Pledged Revenues, which did not constitute Pledged Revenues at the commencement of such 18-month period, the amount of Pledged Revenues utilized to calculate the Debt Service Coverage Ratio may be increased for such period in an amount equal to 100% of the estimated increase in such Pledged Revenues had such increase been in effect for the entire 18-month period.

(2) **Short-Term Indebtedness.** A certificate signed by the Mayor and Director of Finance evidencing any *one* of the following:

(i) The principal amount of all Outstanding Short-Term Indebtedness does not exceed 15% of the Pledged 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 15 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 15-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 Mayor and Director of Finance 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 in 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 15 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 15-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

Additional Bonds issued under the conditions hereinbefore set forth shall stand on a parity with the Parity Bonds and shall enjoy complete equality or lien on and claim against the Pledged Revenues, and the Issuer may make equal provision for paying the Debt Service Requirements on such Bonds out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts for the payment of the Debt Service Requirements on such Bonds and the interest thereon out of moneys in the Revenue Fund.

**Section 703. Subordinate Lien Bonds.** Nothing shall prohibit or restrict the right of the Issuer to issue Subordinate Lien Bonds for any lawful purpose and to provide that the Debt Service Requirements on such Subordinate Lien Bonds shall be payable out of the Pledged Revenues, provided the Issuer shall satisfy the requirement for the issuance of Parity Bonds other than the Debt Service Coverage Ratio shall be not less than 1.00. If at any time the Issuer shall be in default in paying any Debt Service Requirements of Parity Bonds, or if the Issuer is in default in making any payments required to be made by it under the Bond Resolution, the Issuer shall make no payments of any Debt Service Requirements on any Subordinate Lien Bonds until said default or defaults shall be cured.

**Section 704. Refunding Bonds.** The Issuer shall have the right under the provisions of any law then available, without complying with the provisions relating to Parity Bonds above, to refund any Bonds then Outstanding, and the Refunding Bonds so issued shall enjoy complete equality of pledge as did the Bonds being refunded.

## ARTICLE VIII

### DEPOSIT AND INVESTMENT OF MONEYS

**Section 801. Deposits and Investment of Moneys.**

(a) Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law.

(b) Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate, in Authorized 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 was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

(c) The Value of any Fund or Account shall be determined as of the final Stated Maturity of each Fiscal Year that the Bonds remain Outstanding and may be made in conjunction with redemption of any Bonds.

**ARTICLE IX**

**GENERAL COVENANTS AND PROVISIONS**

The Issuer covenants and agrees with each of the Owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid it will comply with each of the following covenants:

**Section 901. Performance of Duties and Covenants.** So long as any Bonds are Outstanding, the Issuer will faithfully and punctually perform all duties and obligations with respect to the Sales Tax s and the Pledged Revenues now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Bond Resolution.

**Section 902. Maintenance of Sales Tax.** The Issuer covenants that, to the extent of its control, it will cause the Sales Tax to be maintained and collected as provided by the Act in order to generate the Pledged Revenues sufficient to pay the principal of, premium, if any, and interest on the Bonds, as an when the same shall become due and payable. The City hereby further covenants that it will take no action of any kind which would in any manner impair or delay the collection of the Sales Tax or which might otherwise adversely affect the Pledged Revenues, and in the event any litigation, claim or proceeding shall be commenced in any form or tribunal under which the Sales Tax may be challenged or the pledge of the Pledged Revenues pursuant to this Ordinance or the Bond Resolution, or which in any other way may adversely affect the collection of the Pledged Revenues by the City sufficient to pay the principal of, premium, if any, or interest on the Bonds, the City shall take all action necessary to contest such litigation or proceeding to the extent the City has standing to contest such litigation or proceedings and is otherwise permitted by law to take such action.

**Section 903. Books, Records and Accounts.** The Issuer will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the Issuer) in which complete and correct entries will be made of all dealings and transactions of or in relation to the Gross Sales Tax Revenues. Such accounts shall show the amount of Gross Sales Tax Revenues received, the application of the Pledged Revenues, and all financial transactions in connection with the Pledged Revenues. Said

books shall be kept by the Issuer according to standard accounting principles applicable to municipalities. Quarterly comparative reports shall be made to the Governing Body relative to the Pledged Revenues.

**Section 904. Inspection by Owners.** Any Owner shall have the right at all reasonable times to inspect the books, records and accounts required to be maintained hereunder and shall be furnished by the Clerk with all information concerning the Sales Tax and the Pledged Revenues therefrom which an Owner may reasonably request.

## ARTICLE X

### DEFAULT AND REMEDIES

**Section 1001. Remedies.** The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds then Outstanding. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of Parity Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

**Section 1002. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained in the Bond Resolution and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds of any series shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the Funds and Accounts pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in the Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in the Bond Resolution, or to enforce any right, except in the manner provided in the Bond Resolution, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds. Nothing in the Bond Resolution or in the Bonds shall affect or impair the obligations of the Issuer to pay on the respective Maturities thereof, the Debt Service Requirements to the respective Owners thereof or affect or impair the right of action of any Owner to enforce payment of the Bonds held by such Owner, or to reduce to judgment its claim against the Issuer for payment of Debt Service Requirements without reference to or consent of any other Owner.

**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

**Section 1004. Delay or Omission Not Waiver.** No waiver by the Owner of any default or breach of duty or contract by the Issuer shall extend to or affect any subsequent Event of Default or breach of duty or contract by the Issuer or shall impair any rights or remedies therefor available to the Owners. No delay or omission of any Owner to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or as an acquiescence therein. Every substantive right, power and remedy given by the Bond Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any suit, action or other proceedings taken by any Owner on account of any Event of Default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owner, then in every such case the Issuer and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such suit, action or other proceedings had been brought or taken.

## ARTICLE XI

### DEFEASANCE

**Section 1101. Defeasance.** When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in the Bond Resolution and all other rights granted thereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, 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 Bonds 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 Bonds 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 Bonds, and (b) either notice of such redemption has been given in accordance with the Bond Resolution, 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.

Notwithstanding anything in the Bond Resolution to the contrary, in the event that the Debt Service Requirements due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the 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 2014 Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance 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 2014 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 2014 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, the provisions of 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. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

**Section 1401. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of the 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 Bonds 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 Bond; (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond; (c) permit preference or priority of any Bond over any other Bond; (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of the Bond Resolution; or permit the creation of a lien on the Pledged Revenues prior or equal to the lien of the Parity Bonds.

Any provision of the Bonds 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 Bonds 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 Projects, to reallocate proceeds of the Bonds among Projects, to provide for Substitute Projects, 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 Series 2014 Bonds 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 Bond or a prospective purchaser or owner of any Bond 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 Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds 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 Bonds, 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 Bonds, the amount or amounts, numbers and other identification of Bonds, 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 Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds 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 Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds 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 Bonds 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. The Issuer, the Paying Agent 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 Bond Resolution or of the Series 2014 Bonds issued thereunder shall for any reason be inconsistent with the provisions of the Parity Resolution or the Parity Bonds: (a) the provisions of any prior Parity Resolutions shall prevail with respect to Parity Bonds issued thereunder, so long as such Parity Bonds are Outstanding; and (b) the provisions of the subsequent Bond Resolutions shall prevail with respect to any Parity Resolution adopted subsequent thereto, so long as such Parity Bonds issued thereunder are Outstanding.

**Section 1405. Electronic Transactions.** The issuance of the 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.

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on August 12, 2014.

(SEAL)

---

Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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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 August 12, 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: August 12, 2014.

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Karen Sublett, City Clerk

**ORDINANCE NO. 49-810**

**OF**

**THE CITY OF WICHITA, KANSAS**

**PASSED**

**AUGUST 12, 2014**

---

**GENERAL OBLIGATION SALES TAX BONDS  
SERIES 2014**

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**ORDINANCE NO. 49-810**

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION SALES TAX BONDS, SERIES 2014, OF THE CITY OF WICHITA, KANSAS; PLEDGING CERTAIN SALES TAX REVENUES TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE NOT PAID FROM SALES TAX REVENUES; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

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**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**, Sedgwick County, Kansas (the “County”) pursuant to the authority of K.S.A. 12-187 *et seq.* (the “Act”), imposes a one percent (1%) retailers' sales tax within the County (the “Sales Tax”); and

**WHEREAS**, pursuant to the Act, the City is the recipient of funds derived from the Sales Tax and is authorized pursuant to K.S.A. 12-195b to issue general obligation bonds secured by a pledge of the Sales Tax, provided certain procedural requirements contained in the Act are satisfied and the City obtains a comprehensive feasibility study showing that the City’s revenues from the Sales Tax will be sufficient to retire such bonds; and

**WHEREAS**, pursuant to the Act, the City Council (the “Governing Body”) of the City has heretofore passed Ordinance No. 41-815 pledging one-half of the City’s receipts from the Sales Tax for the purpose of financing the costs of road, highway and bridge projects in the City and related right-of-way acquisition (collectively, the “Improvements”); and

**WHEREAS**, the City is authorized under the laws of the State of Kansas to issue general obligation bonds to construct the Improvements; and

**WHEREAS**, the Governing Body has heretofore adopted Resolution No. 14-151 declaring it necessary to issue sales tax/general obligation bonds for the purpose of paying \$90,000,000 of the costs of the Improvements (the “Projects”) and related interest and financing costs, said sales tax/general obligation bonds to be general obligations of the City to be paid and secured by a pledge of fifty percent (50%) of City’s revenues from the Sales Tax, and, if not so paid, from ad valorem taxes which may be levied by the City for such purpose without limit as to rate or amount; and

**WHEREAS**, Resolution No. 14-151 was published in *The Wichita Eagle*, the official newspaper of the City on June 6, 2014 and June 13, 2014 and no sufficient protest was filed against the Projects or the sales tax/general obligation bonds in accordance with the provisions of the Act; and

**WHEREAS**, none of such sales tax/general obligation bonds heretofore authorized have been issued and the City proposes to issue a portion of the sales tax/general obligation bonds so authorized to pay a portion of the costs of the Projects and related interest and financing costs; and

**WHEREAS**, the City does not have outstanding any Bonds other than the Outstanding Parity Bonds (as said terms are hereinafter defined); and

**WHEREAS**, the City may issue Additional Bonds which constitute Parity Bonds (as said terms are hereinafter defined) upon the satisfaction of certain conditions; and

**WHEREAS**, prior to or simultaneously with the issuance of the sales tax/general obligations authorized herein, such conditions will be satisfied; and

**WHEREAS**, the Governing Body has advertised the sale of such sales tax/general obligation bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such sales tax/general obligation bonds to the best bidder.

**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, particularly Article 12, Section 5 thereof, and statutes of the State of Kansas including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 12-187 *et seq.*, all as amended and supplemented.

**“Additional Bonds”** means any bonds secured by the Pledged Revenues hereafter issued pursuant to the Bond Resolution.

**“Bond and Interest Fund”** means the Bond and Interest Fund of the City for its general obligation bonds.

**“Bond Resolution”** means collectively: (a) the Outstanding Parity Bond Resolutions; (b) the Series 2014 Bond Resolution; and (c) any ordinance and/or resolution approved by the Governing Body authorizing the issuance of any series of Additional Bonds, as amended from time to time.

**“Bonds”** means collectively: (a) the Outstanding Parity Bonds; (b) the Series 2014 Bonds; and (c) 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.

**“Director of Finance”** means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance or Finance Manager of the Issuer.

**“Governing Body”** means the duly elected and/or appointed and acting persons comprising the City Council of the City.

**“Gross Sales Tax Revenues”** all revenues received by the Issuer from the collection of the Sales Tax, before any payments, disbursements or expenditures made therefrom.

**“Mayor”** means the duly elected and acting Mayor of the Issuer, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

**“Mayor”** means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

**“Ordinance”** means this Ordinance authorizing the issuance of the Series 2014 Bonds.

**“Outstanding Parity Bonds”** means the Outstanding Series 2007 Bonds, Series 2009A Bonds, Series 2010A Bonds, Series 2011A Bonds, Series 2011B Bonds, Series 2012D Bonds and Series 2012E Bonds.

**“Parity Bonds”** means, collectively: (a) the Outstanding Parity Bonds; (b) the Series 2014 Bonds; and (c) any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Bonds described in (a) and (b) hereof with respect to the Pledged Revenues.

**“Pledged Revenues”** means: (a) the Revenues; and (b) investment earnings on such Revenues (except any investment earnings required to be rebated to the United States).

**“Projects”** means the road, highway and bridge projects in the City and related right-of-way acquisition, referred to in the preamble to is Ordinance and any Substitute Projects.

**“Revenues”** means 50% of the Gross Sales Tax Revenues.

**“Sales Tax”** means the one percent (1%) county-wide retailers' sales tax imposed by Sedgwick County, Kansas pursuant to the Act and an election held in 1985.

**“Series 2007 Bonds”** means the General Obligation Sales Tax Bonds, Series 2007, dated October 1, 2007, authorized and issued by the Issuer in the original principal amount of \$40,500,000.

**“Series 2009A Bonds”** means the General Obligation Sales Tax Refunding Bonds, Series 2009A, dated April 1, 2009, authorized and issued by the Issuer in the original principal amount of \$28,385,000.

**“Series 2010A Bonds”** means the General Obligation Sales Tax Refunding Bonds, Series 2010A, dated September 15, 2010, authorized and issued by the Issuer in the original principal amount of \$21,420,000.

**“Series 2011A Bonds”** means the General Obligation Sales Tax Bonds, Series 2011A, dated October 1, 2011, authorized and issued by the Issuer in the original principal amount of \$8,755,000.

**“Series 2011B Bonds”** means the General Obligation Sales Tax Refunding Bonds, Series 2011B, dated October 1, 2011, authorized and issued by the Issuer in the original principal amount of \$16,240,000.

**“Series 2012D Bonds”** means the General Obligation Sales Tax Bonds, Series 2012D, dated November 1, 2012, authorized and issued by the Issuer in the original principal amount of \$18,540,000.

**“Series 2012E Bonds”** means the General Obligation Sales Tax Refunding Bonds, Series 2012E, dated November 1, 2012, authorized and issued by the Issuer in the original principal amount of \$22,865,000.

**“Series 2014 Bonds”** means the General Obligation Sales Tax Bonds, Series 2014, authorized and issued by the Issuer pursuant to this Ordinance and the Series 2014 Bond Resolution.

**“Series 2014 Bond Resolution”** means collectively, the Ordinance and the resolution adopted by the Governing Body authorizing the issuance of the Series 2014 Bonds, as amended from time to time.

**“Substitute Projects”** means the substitute or additional projects of the Issuer described in the Series 2014 Bond Resolution.

**Section 2. Authorization of the Series 2014 Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Sales Tax Bonds, Series 2014, of the City in the principal amount of \$72,635,000\*, for the purpose of providing funds to: (a) pay a portion of the costs of the Projects; and (b) pay costs of issuance of the Series 2014 Bonds.

**Section 3. Security for the Series 2014 Bonds.** The Series 2014 Bonds shall be general obligations of the City payable as to principal of, premium, if any, and interest by a pledge of the Pledged Revenues and if not so paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 4. Pledge of Pledged Revenues; Covenants re Sales Tax.** The City hereby pledges the Pledged Revenues to the payment of the principal of, premium, if any, and interest on the Series 2014 Bonds. The covenants and agreements of the City contained herein and in the Series 2014 Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2014 Bonds, all of which Series 2014 Bonds shall be of equal rank and without preference or priority of one Series 2014 Bond over any other Series 2014 Bond in the application of the funds herein pledged to the payment of the principal of, premium, if any, and interest on the Series 2014 Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Series 2014 Bonds shall stand on a parity of lien and shall be equally and ratably secured with respect to the payment of the principal of, premium, if any, and interest from the Pledged Revenues with any Parity Bonds. The Series 2014 Bonds shall not have any priority with respect to the payment of principal of, premium, if any, and interest from said Pledged Revenues or otherwise over the Parity Bonds; and the Parity Bonds shall not have any priority with respect to the payment of principal of, premium, if any, and interest from said Pledged Revenues or otherwise over the Series 2014 Bonds.

The City hereby covenants that, to the extent of its control, it will cause the Sales Tax to be maintained and collected as provided by the Act in order to generate the Pledged Revenues sufficient to pay the principal of, premium, if any, and interest on the Bonds, as and when the same shall become due and payable. The City hereby further covenants that it will take no action of any kind which would in any manner impair or delay the collection of the Sales Tax or which might otherwise adversely affect the Pledged Revenues, and in the event any litigation, claim or proceeding shall be commenced in any form or tribunal under which the Sales Tax may be challenged or the pledge of the Pledged Revenues pursuant to this Ordinance or the Bond Resolution, or which in any other way may adversely affect the collection of the Pledged Revenues by the City sufficient to pay the principal of, premium, if any, or interest on the Bonds, the City shall take all action necessary to contest such litigation or proceeding to the extent the

City has standing to contest such litigation or proceedings and is otherwise permitted by law to take such action.

**Section 5. Levy and Collection of Annual Tax.** The Governing Body shall annually, to the extent necessary, after applying the Pledged Revenues pledged herein, make provision for the payment of principal of, premium, if any, and interest on the Series 2014 Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of, premium, if any, and interest on the Series 2014 Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund and appropriate various accounts therein.

If at any time said taxes are not collected in time to pay the principal of or interest on the Series 2014 Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

**Section 6. Terms, Details and Conditions of the Series 2014 Bonds.** The Series 2014 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.

**Section 7. 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, and 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 8. Governing Law.** This Ordinance and the Series 2014 Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 9. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing body and publication in the official City newspaper.

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**PASSED** by the City Council of the City of Wichita, Kansas, on August 12, 2014.

(SEAL)

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

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**City of Wichita  
City Council Meeting  
August 12, 2014**

**TO:** Wichita Housing Authority Board

**SUBJECT:** 2014 Flat Rent Schedule – Public Hearing Public Housing Program

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Wichita Housing Authority (Non-Consent)

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**Recommendation:** Open the Public Hearing, receive comments, review and approve the 2014 Flat Rent schedule for the Public Housing Program.

**Background:** The Quality Housing and Work Responsibilities Act of 1998 allows Public Housing tenants to choose annually, whether to pay rent based on their income (generally up to 30% of the adjusted income), or to pay a flat rent which was formerly based on the private unassisted rental value of the unit. Families experiencing hardships are allowed to switch from paying flat rents to income based rents. Incomes of families paying flat rents must be reviewed not less than once every three years; incomes of families paying income-based rents must continue to be reviewed once a year.

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. In such instances it is believed that paying income-based rent would be financially burdensome.

The 2014 Appropriations Act changed a long-standing rule (24CFR 960.253) and approach of basing Public Housing flat rents on private unassisted market rate units and property conditions including property locations, number of bedrooms, building material quality and amenities if any. The 2014 Appropriations Act now requires that flat rents be at least 80% of Fair Market Rents, but the annual increases must be phased in to ensure that a household's rental payments do not increase by more than 35% per year as a result of this change.

On March 4, 2014, the City of Wichita City Council approved the changes to Wichita Housing Authority (WHA) Public Housing flat rents required by the 2014 Appropriations Act.

On May 19, 2014, the U. S. Department of Housing and Urban Development (HUD) published Notice PIH 2014-12 as interim implementation guidance for Sections 210 and 243 of Title II of P.L. 113-76, the Consolidated Appropriations Act of 2014. That notice changed flat rent calculations from purely market based to not less than 80% of the area's Fair Market Rent (FMR). It requires all Public Housing Authorities to make significant amendments to their PHA Annual Plans, update the flat rent policy in their Admissions and Continued Occupancy Plan (ACOP), and offer the new flat rent and applicable income-based rent to all new admissions to the program within 90 days of formally adopting the new flat rents, but not later than October 31, 2014. New flat rents will be offered to existing tenants at the annual recertification and allow them to choose between paying flat rent and income-based rent.

Before this new law was enacted, tenants who chose to pay flat rent did not receive a utility allowance. Notice PIH 2014-12 requires PHAs to subtract an amount for tenant paid utilities from the 80 percent of FMR figure.

**Analysis:** HUD determined that all PHA's needed to make significant amendments to their PHA Annual Plans regardless of what the PHA's significant amendment policy required. WHA reviewed the significant amendment with the Tenant Advisory Board, advertised the amendment in the Wichita Eagle and posted the document on the Housing and Community Services website and initiated a 45-day comment period. On June 30, 2014, staff mailed a copy of the table comparing existing flat rents to proposed flat rents which includes an adjustment for a utility allowance to all WHA Public Housing tenants to ensure they were aware of the proposed changes. Tenant notification only requires a 30-day review and comment period. At this time no comments have been received from tenants or the public.

In compliance with HUD regulations, the proposed flat rate increases are less than the mandated 80% of fair market rent, and to increase to that level would exceed the HUD directive that rent increases not increase by more than 35%.

Following approval of the new flat rents the WHA will amend its ACOP with the following language:

WHA will calculate flat rents using a rent reasonableness methodology, as defined in 24 CFR Part 960.253(b), for determining the flat rent based on the market rent of comparable units in the private, unassisted rental market. Such a reasonable method will consider the location, quality, size, unit type, unit age, and any amenities. If the flat rent, as determined by the rent reasonableness study, is at least 80 percent of the FMR, WHA shall set flat rents at the amount determined by the rent reasonableness study. If the flat rent, as determined by the rent reasonableness study, is less than 80 percent of the FMR, WHA will set flat rents at no less than 80 percent of the FMR, subject to the utilities adjustment in section 3 of Notice PIH 2014-12. If the FMR decreases from the previous year, WHA, may but is not required to lower the flat rent amount to 80 percent of the FMR.

This description of flat rent policies will be included in the WHA Annual Plan and in documents that are available for a public hearing as applicable. At all new admissions, WHA will permit the family to choose between the flat rent amount and the income-based rent. For families that are already paying the flat rent amount, WHA will offer any changes to the flat rent amount at the next annual recertification, and permit the family to choose between the flat rent amount and the income-based rent, subject to the phase-in requirements of the Notice.

Upon issuance of new FMRs by HUD, WHA will determine if the current flat rent is at least 80% of the new FMR, update the flat rent amounts if necessary to meet the 80% requirement within a reasonable time but no later than 90 days of HUD publication of the new FMR.

The following schedule references housing units by size and by AMP. This corresponds to the Asset Management financing model which HUD implemented in 2007.

**Wichita Housing Authority  
2014 Proposed Flat Rent Schedule  
Notice PIH 2014-12 (HA)**

<b>AMP 1</b>	<b>Unit Size</b>	<b>80% of FMR</b>	<b>Tenant Paid Utilities</b>	<b>PIH Notice 2014-12 Proposed Flat Rent</b>	<b>Previous Flat Rents</b>	<b>35% Increase</b>	<b>WHA Proposed 2014 Flat Rents</b>
Greenway	1 BR	445	<37>	408	275	371	325
	2 BR	592	<42>	550	350	472	425
McLean	1 BR	445	<37>	408	275	371	325
	2 BR	592	<42>	552	350	472	425
<b>AMP 2</b>							
Rosa Gragg	1 BR	445	<97>	348	275	371	325
Bernice Hutcherson	1 BR	445	<97>	348	275	371	325
<b>AMP 3 and AMP 4 Single-family Units</b>							
	2 BR	592	<149>	443	350	472	472
	3 BR	817	<180>	637	425	573	573
	4 BR	900	<220>	680	475	641	641
	5 BR	1,034	<252>	782	525	708	708
	6 BR	1,170	<267>	903	550	742	742

**Financial Considerations:** Higher flat rents will benefit Wichita Public Housing operating revenues, which are generated by tenant rents and HUD Operating Subsidies.

**Legal Considerations:** The Law Department has reviewed and approved the 2014 Flat Rent Schedule as to form.

**Recommendation/Action:** It is recommended that the Wichita Housing Authority Board approve the 2014 Flat Rent schedule for the Public Housing Program.

**Attachment:** None.

Wichita, Kansas  
August 11, 2014  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> 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, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated August 4, 2014, were read and on motion approved.

Bids were opened August 8, 2014, pursuant to advertisements published on:

**K-96 and Hillside-Oliver Traffic Signals (K-96 and Hillside, K-96 and Oliver)**

Bids rejected

**135th Street West, Maple to Central Paving Improvements (135th Street West, Maple to Central) (472-84308/706938/636303/205404/774072) See Special Provisions. (District V)**

Conspec, Inc. dba Kansas Paving - \$3,331,338.59 Base Bid  
\$1,000.00 Add Alternate 2  
\$3,332,338.59 Bid Total

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/ TRAFFIC MAINTENANCE DIVISION:  
LED Traffic Signal Lamps.**

Defer one week

**PUBLIC WORKS AND UTILITIES DEPARTMENT/PRODUCTION AND PUMPING  
DIVISION: Exploratory/Rebuild Work Clearstory Area.**

Caro Construction Company Inc. - \$4,980.00 Base Bid  
\$600.00 Add Alternate 1

**PUBLIC WORKS AND UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION:  
Concrete Pads.**

Salina Concrete Products Inc.\* - \$82,000.00  
\*Estimate – Contract approved on unit cost basis; refer to attachments.

**MUNICIPAL COURT: Audio/Visual Equipment.**

Defer one week

**PUBLIC WORKS AND UTILITIES DEPARTMENT/ MAINTENANCE DIVISION: Snow Plow  
Blades.**

Foley Equipment Company Inc. -\$14,297.50 Group 1  
Valk Manufacturing Company - \$11,187.50 Group 2

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

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

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

## FORMAL BID REPORT

TO: Robert Layton, City Manager  
 DATE: August 11, 2014

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER****August 8, 2014**

K-96 and Hillside-Oliver Traffic Signals (K-96 and Hillside, K-96 and Oliver) – Public Works & Utilities  
 Department/Engineering Division **(All Bids Rejected)**

135<sup>th</sup> Street West, Maple to Central – Public Works & Utilities Department/Engineering Division

<b>Conspec, Inc. dba Kansas Paving</b>	<b>Base Bid</b>	<b>\$3,331,338.59</b>
	<b>Alternate No. 2 (Add)</b>	<b>\$1000.00</b>
	<b>Aggregate Bid Total</b>	<b><u>\$3,332,338.59</u></b>

**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****August 8, 2014**

LED Traffic Signal Lamps – Public Works & Utilities Department/Traffic Maintenance Division  
**(Defer to August 18, 2014)**

Exploratory/Rebuild Work Clearstory Area – Public Works & Utilities Department/Production & Pumping  
 Division

<b>Caro Construction Co., Inc.</b>	<b>Base Bid</b>	<b>\$4,980.00</b>
	<b>Alternate No. 1 (Add)</b>	<b>\$600.00</b>

Concrete Pads – Public Works & Utilities Department/Water Distribution Division

<b>Salina Concrete Products, Inc. (See Exhibit B for Itemized Pricing in the Formal Bid Report)</b>		<b>\$82,000.00</b>
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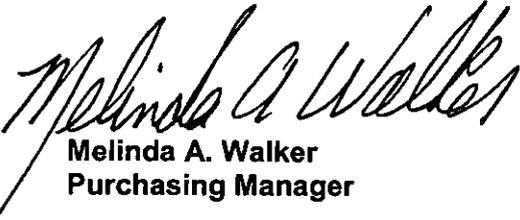
Audio/Visual Equipment – Municipal Court

**(Defer to August 18, 2014)**

Snow Plow Blades – Public Works & Utilities Department/Maintenance Division

<b>Foley Equipment Co., Inc.</b>	<b>(Group 1)</b>	<b>\$14,297.50</b>
<b>Valk Manufacturing Company</b>	<b>(Group 2)</b>	<b>\$11,187.50</b>

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

  
 Melinda A. Walker  
 Purchasing Manager

## FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: August 11, 2014

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER****August 8, 2014**K-96 and Hillside-Oliver Traffic Signals (K-96 and Hillside, K-96 and Oliver) – Public Works & Utilities  
Department/Engineering Division **(All Bids Rejected)**135<sup>th</sup> Street West, Maple to Central – Public Works & Utilities Department/Engineering Division

<b>Conspec, Inc. dba Kansas Paving</b>	<b>Base Bid</b>	<b>\$3,331,338.59</b>
	<b>Alternate No. 2 (Add)</b>	<b>\$1000.00</b>
	<b>Aggregate Bid Total</b>	<b><u>\$3,332,338.59</u></b>

**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****August 8, 2014**

LED Traffic Signal Lamps – Public Works &amp; Utilities Department/Traffic Maintenance Division

**(Defer to August 18, 2014)**Exploratory/Rebuild Work Clearstory Area – Public Works & Utilities Department/Production & Pumping  
Division

<b>Caro Construction Co., Inc.</b>	<b>Base Bid</b>	<b>\$4,980.00</b>
	<b>Alternate No. 1 (Add)</b>	<b>\$600.00</b>

Concrete Pads – Public Works &amp; Utilities Department/Water Distribution Division

<b>Salina Concrete Products, Inc. (See Exhibit B for Itemized Pricing in the Formal Bid Report)</b>		<b>\$82,000.00</b>
---	--	--------------------

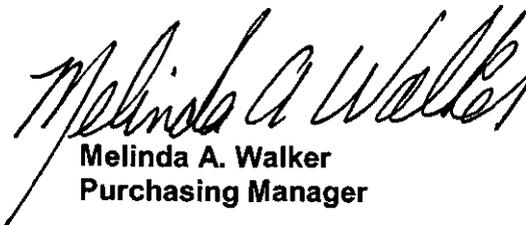
Audio/Visual Equipment – Municipal Court

**(Defer to August 18, 2014)**

Snow Plow Blades – Public Works &amp; Utilities Department/Maintenance Division

<b>Foley Equipment Co., Inc.</b>	<b>(Group 1)</b>	<b>\$14,297.50</b>
<b>Valk Manufacturing Company</b>	<b>(Group 2)</b>	<b>\$11,187.50</b>

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



Melinda A. Walker  
Purchasing Manager

**PAVING BID TABULATION SUMMARY**

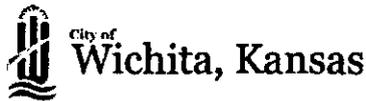
BOARD OF BIDS - August 8, 2014

**RQ440812**

<b>FB440137</b>		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
<b>K-96 and Hillside-Oliver Traffic Signals</b>					\$821,574.00
<b>(K-96 and Hillside, K-96 and Oliver)</b>	BID BOND				
	ADDENDA	0			
<b>472-85174 (707074)</b>					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Pavers, Inc.
<b>K-96 and Hillside-Oliver Traffic Signals</b>				\$684,035.00	\$698,487.25
<b>(K-96 and Hillside, K-96 and Oliver)</b>	BID BOND				X
	ADDENDA	0			
<b>472-85174 (707074)</b>					
		Engineer's Construction Estimate			
<b>K-96 and Hillside-Oliver Traffic Signals</b>					
<b>(K-96 and Hillside, K-96 and Oliver)</b>	BID BOND				
	ADDENDA	0			
<b>472-85174 (707074)</b>					
		Engineer's Construction Estimate			
<b>K-96 and Hillside-Oliver Traffic Signals</b>					
<b>(K-96 and Hillside, K-96 and Oliver)</b>	BID BOND				
	ADDENDA	0			
<b>472-85174 (707074)</b>					
<b>REJECT BIDS</b>					

CHECKED BY: HP  
 REVIEWED BY: PS





**BID RESULTS**

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

**Vendor Group Line**

**Solicitation:** FB440129      **LED Traffic Signal Lamps**      **Close Date/Time:** 8/8/2014 10:00 AM CST

**Solicitation Type:** Formal Bid

[Return to the Bid List](#)

**Award Method:** Group

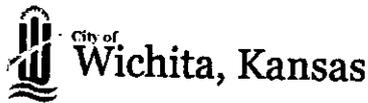
**Department:** Public Works & Utilities

**Responses:** 6

Vendors	Complete	Bid Total	City Comments
MID-AMERICAN SIGNAL	Complete	\$213,780.00	Defer to 8-18-14 Public Works & Utilities Dept./Traffic Maintenance Division
PINKLEY SALES CO	Complete	\$219,270.00	
TRASTAR INC.	Complete	\$229,492.00	
GADES SALES CO INC	Complete	\$245,690.00	
EXCELLENCE OPTO INC	Partial	\$164,200.00	
GENERAL TRAFFIC EQUIPMENT CORPORATION	Partial	\$207,000.00	

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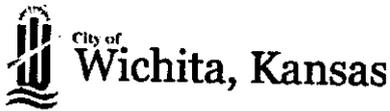
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**  
**Solicitation:** FB440132      **Exploratory/Rebuild Work Clearstory Area**      **Close Date/Time:** 8/8/2014 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Water Production & Pumping Division      **Responses:** 4

Vendors	Complete	Bid Total	City Comments
CARO CONSTRUCTION CO INC	Complete	\$5,580.00	Award 8-12-14 Base Bid with Alternate 1 Public Works & Utilities Dept./Production & Pumping Division
SKY CONTRACTING COMPANY INC	Complete	\$6,200.00	
BAUER & SON CONSTRUCTION CO INC	Complete	\$8,377.00	
DONDLINGER & SONS CONSTRUCTION CO INC	Complete	\$20,010.00	

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

**Vendor Group Line**  
**Solicitation:** FB440132      **Exploratory/Rebuild Work Clearstory Area**      **Close Date/Time:** 8/8/2014 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Water Production & Pumping Division      **Responses:** 4  
**Go to:**

**Line 001 | Base Bid:** Labor, material, and equipment for exploratory/rebuild work at the Water Treatment Plant clearstory area, 1815 W. Pine, as per drawing and specifications.

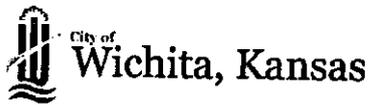
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CARO CONSTRUCTION CO INC	1	Lump Sum	\$4,980.0000	\$4,980.00	Complete	
SKY CONTRACTING COMPANY INC	1	Lump Sum	\$6,200.0000	\$6,200.00	Complete	
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	\$7,577.0000	\$7,577.00	Complete	
DONDLINGER & SONS CONSTRUCTION CO INC	1	Lump Sum	\$18,900.0000	\$18,900.00	Complete	

**Line 002 | Alternate No. 1:** In lieu of reusing existing masonry units at exterior conditions for patching/replacing, provide new masonry units to match existing. Amount to ADD/DEDUCT to the Base Bid. Indicate on the bid form if this alternate is an ADD or a DEDUCT to the Base Bid.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SKY CONTRACTING COMPANY INC	1	Lump Sum	\$0.0000	\$0.00	Complete	
CARO CONSTRUCTION CO INC	1	Lump Sum	\$600.0000	\$600.00	Complete	Add
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	\$800.0000	\$800.00	Complete	
DONDLINGER & SONS CONSTRUCTION CO INC	1	Lump Sum	\$1,110.0000	\$1,110.00	Complete	ADD

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

**Vendor Group Line**

**Solicitation:** FB440133

**Concrete Pads**

**Close Date/Time:** 8/8/2014 10:00 AM CST

**Solicitation Type:** Formal Bid

[Return to the Bid List](#)

**Award Method:** Aggregate Cost

**Department:** Public Works & Utilities

**Responses:** 2

Vendors	Complete	Bid Total
SALINA CONCRETE PRODUCTS INC	Complete	\$82,000.00
CONSPEC INC DBA KANSAS PAVING	Complete	\$175,000.00

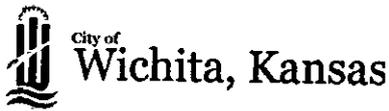
**City Comments**

Award 08/12/2014 Public Works & Utilities Department/Water Distribution Division

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EXHIBIT B



**BID RESULTS**

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

**Vendor Group Line**  
**Solicitation:** FB440133      **Concrete Pads**      **Close Date/Time:** 8/8/2014 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Public Works & Utilities      **Responses:** 2  
**Go to:**

**Line 001** | 1' X 1' X 4" Concrete Pad 4" Thick ONLY Price to include delivery on pallets and the unloading of pallets.

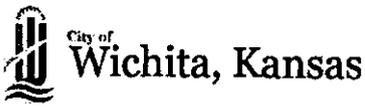
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SALINA CONCRETE PRODUCTS INC	2000	Each	\$22.2500	\$44,500.00	Complete	
CONSPEC INC DBA KANSAS PAVING	2000	Each	\$50.0000	\$100,000.00	Complete	

**Line 002** | 3' X 3' X 4" Concrete Pad with Integral Rebar Hook Price to include delivery on pallets and the unloading of pallets.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SALINA CONCRETE PRODUCTS INC	1000	Each	\$37.5000	\$37,500.00	Complete	
CONSPEC INC DBA KANSAS PAVING	1000	Each	\$75.0000	\$75,000.00	Complete	

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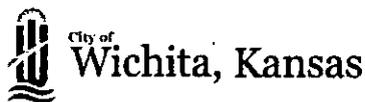
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**  
**Solicitation:** FB440134   **Audio/Visual Equipment**   **Close Date/Time:** 8/8/2014 10:00 AM CST  
**Solicitation Type:** Formal Bid   **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Municipal Court   **Responses:** 1

Vendors	Complete	Bid Total	City Comments
CONFERENCE TECHNOLOGIES, INC.	Complete	\$35,000.00	Defer to 8/18/14 Municipal Court

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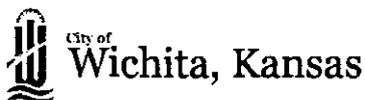
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**  
**Solicitation:** FB440135      **Snow Plow Blades**      **Close Date/Time:** 8/8/2014 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Group  
**Department:** Public Works Maintenance Division      **Responses:** 3

Vendors	Complete	Bid Total	City Comments
VALK MANUFACTURING COMPANY	Complete	\$27,437.50	Award 08/12/2014 Group 2 Public Works & Utilites Department/Maintenance Division
WELBORN SALES INC	Complete	\$37,893.75	
FOLEY EQUIPMENT CO INC	Partial	\$14,297.50	Award 08/12/2014 Group 1 Public Works & Utilites Department/Maintenance Division

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This page summarizes bids by the totals for each group listed on the solicitation.

**Vendor Group Line**  
**Solicitation:** FB440135      **Snow Plow Blades**      **Close Date/Time:** 8/8/2014 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Group  
**Department:** Public Works Maintenance Division      **Responses:** 3  
**Go to:** 1

**Group 1**

Vendors	Complete	Group Total Net Bid
FOLEY EQUIPMENT CO INC	Complete	\$14,297.50
VALK MANUFACTURING COMPANY	Complete	\$16,250.00
WELBORN SALES INC	Complete	\$20,562.50

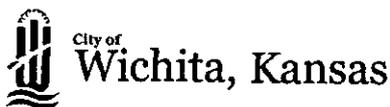
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**Group 2**

Vendors	Complete	Group Total Net Bid
VALK MANUFACTURING COMPANY	Complete	\$11,187.50
WELBORN SALES INC	Complete	\$17,331.25
FOLEY EQUIPMENT CO INC	In-Complete	\$0.00

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

**Vendor Group Line**

**Solicitation:** FB440135      **Snow Plow Blades**      **Close Date/Time:** 8/8/2014 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Group  
**Department:** Public Works Maintenance Division      **Responses:** 3  
**Go to:** 001

**Line 001** | GROUP 1: 5' Snow Plow Blades \* 5' X 8" X 5/8" \* Hardened or Heat Treated Steel \* Counter Sunk \* Standard Highway Punch Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Contact Don Craddock at 268-4091 or 655-5170 with questions.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	250	Each	\$57.1900	\$14,297.50	Complete	Some edges are in stock, but the remainder of the order will take 60-90 days.
VALK MANUFACTURING COMPANY	250	Each	\$65.0000	\$16,250.00	Complete	Manufacturer Valk Model 5'x8"x5/8"
WELBORN SALES INC	250	Each	\$82.2500	\$20,562.50	Complete	mfg. is ESCO

**Line 002** | GROUP 2: 10' Snow Plow Blades \* 120" (10') X 8" X 1/2" \* Hi Carbon Steel \* Cut for 5/8" Plow Bolts \* Standard Highway Punch \* Flat (Square Edge) Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Contact Don Craddock at 268-4091 or 655-5170 with questions.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VALK MANUFACTURING COMPANY	125	Each	\$89.5000	\$11,187.50	Complete	Manufacturer Valk Model 120"(10') x8"x1/2"
WELBORN SALES INC	125	Each	\$138.6500	\$17,331.25	Complete	Mfg is ESCO
FOLEY EQUIPMENT CO INC					No Bid.	

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**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL AUGUST 12, 2014**

- a. 2014 Sanitary Sewer Reconstruction Phase 8 (north of Harry, east of Seneca) (468-84974/620710/664015) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,IV) - \$239,000.00
- b. 2014 CIP/Contract Maintenance Thermal Crack Repairs Phase 5 (Various Locations) (472-85138/707063/132726/211527/132726) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - \$790,765.0

To be Bid:

July 25, 2014

**PRELIMINARY ESTIMATE of the cost of:**  
2014 Sanitary Sewer Reconstruction Phase 8  
(north of Harry, east of Seneca)

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

<b>LUMP SUM BID ITEMS</b>		
1	Pipe, SS 8"	2,336 lf
2	Pipe Removed (8")	2,336 lf
3	Point Repair (Site 4 - pipe only)	1 LS
4	MH Shallow, SS (4')	5 ea
5	MH Shallow, SS (4') (in pvmt)	1 ea
6	MH Standard, SS (4')	2 ea
7	MH Frame & Cover, Replaced	8 ea
8	MH Bench & Invert, Rem & Replaced	1 ea
9	MH Removed	8 ea
10	MH Abandoned	2 ea
11	MH Abandoned (in pavement)	3 ea
12	Pavement Rem (asphalt parking lot)	90 lf
13	Conc Pvmt Rem & Repl (slab at shed)	12 lf
14	Concrete Pvmt Removed & Replaced	31 lf
15	Concrete Approach Rem & Replaced	25 lf
16	Fill, Sand (flushed & vibrated)	60 lf
17	Site Clearing	1 LS
18	Site Restoration	1 LS
<b>MEASURED QUANTITY BID ITEMS</b>		
19	Service Reconnection, Sewer (4")	35 ea
20	Service Reconnection, Sewer (6")	24 ea
21	Conc Sidewalk Rem & Repl (Site 10)	50 lf
22	BMP, Erosion Control Mat	40 sy
23	BMP, Back of Curb Protection	20 lf
24	BMP, Silt Fence	20 lf

**Construction Subtotal**

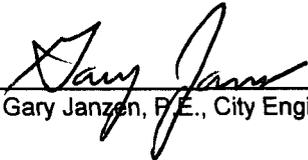
Engineering & Inspection  
Administration (3%)  
Publication

**Total Estimated Cost**

\$239,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
\_\_\_\_\_  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

**PRELIMINARY ESTIMATE of the cost of:**  
2014 CIP/CM Thermal Crack Repairs Phase 5  
(Various Locations)

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

**MEASURED QUANTITY BID ITEMS**

1	2.0" Partial Depth Asphalt Repair (BM-2)(PG64-22)	250	tn
2	Full Depth Asphalt Repair (BM-2)(PG64-22)	250	tn
3	Full Depth Thermal Crack Repair (BM-2)(PG64-22)	1,509	lf
4	Thermal Crack Repair (Standard Duty)(2.5' wide)	33,295	lf
5	Thermal Crack Repair (Heavy Duty)(2.5' wide)	10,500	lf

**Construction Subtotal**

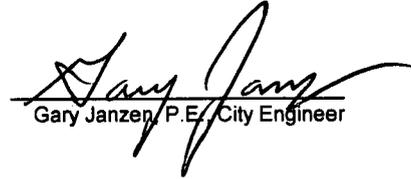
Engineering & Inspection  
Administration  
Publication  
Contingency

**Total Estimated Cost**

\$790,765.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

211527/132726 (707063/132726) 472-85138

Page \_\_\_\_\_

EXHIBIT

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council

**SUBJECT:** Paving Improvements for Messiah Baptist Church Fourth Addition (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the revised petition and adopt the amending resolution.

**Background:** On May 20, 2014, the City Council approved a petition for paving improvements to serve Messiah Baptist Church Addition, located north of 21<sup>st</sup> Street North, east of K-96. The City has agreed to pay for a portion of the project since the improvements were not constructed with or allowed for during construction of 21<sup>st</sup> Street North. The developer has submitted a revised petition to reflect the split financial responsibility. The signature on the petition represents 100% of the improvement district. The petition is valid per Kansas Statute.

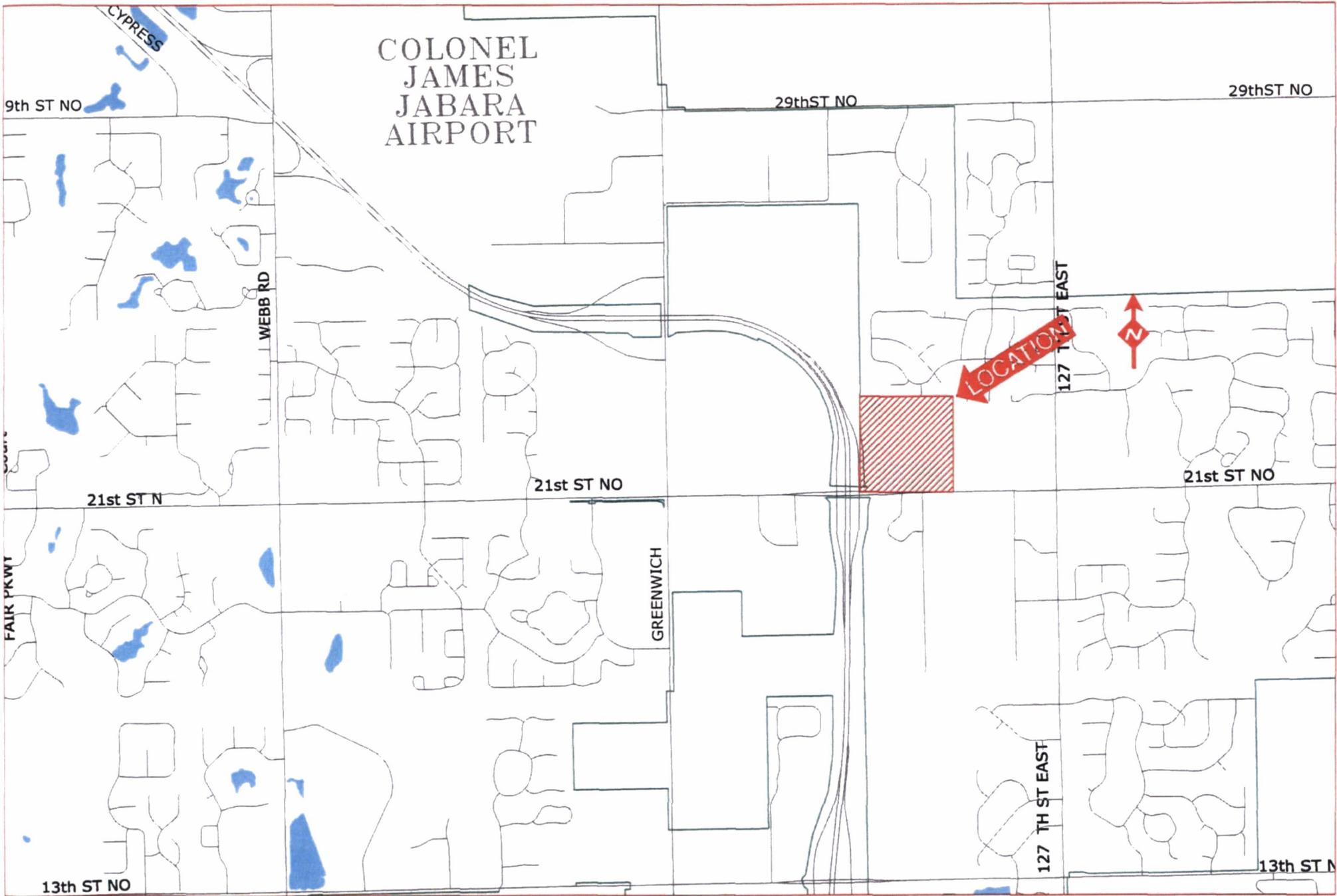
**Analysis:** The project will provide a westbound deceleration lane for traffic on 21<sup>st</sup> Street North. The improvements are an in-fill to an existing commercial development located north of 21<sup>st</sup> Street North, east of K-96.

**Financial Considerations:** The petition total remains \$180,000 as previously approved. The City will pay for \$16,000 and the improvement district will be assessed for the remainder. The funding source for the City's share is General Obligation bonds.

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

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

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



# Project Request

CIP    Non-CIP

NEIGHBORHOOD IMPROVEMENT    ORDERED BY WCC    PETITION   PETITION PERCENTAGE: 100

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

FUND: 400 Street Improvements   SUBFUND: 490 Paving N.I.   ENGINEERING REFERENCE #: 472-85168

COUNCIL DISTRICT: 02 Council District 2   DATE COUNCIL APPROVED: Aug 12, 2014   REQUEST DATE: \_\_\_\_\_

PROJECT #: 490325   PROJECT TITLE: 21st St N Turn Lanes for MBC 4th Addn

PROJECT DETAIL #: 01   PROJECT DETAIL DESCRIPTION: 21st St N Turn Lanes for MBC 4th Addn

OCA #: 766307   OCA TITLE: 21st St N Turn Lanes for MBC 4th Addn

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
9730 S.A. Bonds	\$180,000.00	(\$16,000.00)	\$164,000.00
9720 G.O. Bonds	\$0.00	\$16,000.00	\$16,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$180,000.00	\$0.00	\$180,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$180,000.00	\$0.00	\$180,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	<b>\$180,000.00</b>	<b>\$0.00</b>	<b>\$180,000.00</b>

NOTES:

**SIGNATURES REQUIRED**

Print Form

DIVISION HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

\$

**PAVING PETITION**  
**TURN LANES**

**RECEIVED**  
**11 17 2014**  
**CITY-ENGINEERING**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**MESSIAH BAPTIST CHURCH 4<sup>TH</sup> ADDITION**  
Lot 1, Block A;

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

- (a) That there be constructed within the area described above, a left turn lane on 21<sup>st</sup> Street North for eastbound traffic and a deceleration lane for westbound traffic into NewSpring Church to serve the area described above. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement is One Hundred Eighty Thousand Dollars (\$180,000.00) exclusive of the cost of interest on borrowed money, with Sixteen Thousand Dollars (\$16,000.00) payable by the City at large; and the remainder 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 1 percent per month from and after February 1, 2014.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

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

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements 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 in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. 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 comes first.

5. 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.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>MESSIAH BAPTIST CHURCH 4<sup>TH</sup> ADDITION</u> Lot 1, Block A; Messiah Baptist Church 4 <sup>th</sup> Addition, an addition to Wichita, Sedgwick County, Kansas.	NEWSRING CHURCH INC.  	7/10/14
	By: <u>Billy Poore, Executive Pastor</u>	

**MESSIAH BAPTIST CHURCH 4<sup>TH</sup> ADDITION  
PAVING TURN LANES PETITION  
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
AC Pavement Widening	730	SY	\$ 65.00		\$ 47,450.00
Curb and Gutter	617	LF	\$ 25.00		\$ 15,425.00
Base Coarse	730	SY	\$ 8.00		\$ 5,840.00
Sidewalk (New)	2150	SF	\$ 3.50		\$ 7,525.00
Sidewalk (Demo)	2150	SF	\$ 2.00		\$ 4,300.00
Relocate Water Box	1	LS	\$ 5,000.00		\$ 5,000.00
Street Markings	1	LS	\$ 3,000.00		\$ 3,000.00
Curb and Gutter Removal	470	LF	\$ 3.00		\$ 1,410.00
Excavation	200	CY	\$ 15.00		\$ 3,000.00
Sawcut and Mill	430	LF	\$ 6.00		\$ 2,580.00
Traffic Control	1	LS	\$ 7,500.00		\$ 7,500.00
Mobilization and Restoration	1	LS	\$ 8,000.00		\$ 8,000.00
				<b>Contingencies @ 20% +/-</b>	\$ 22,206.00
				<b>Construction Total</b>	\$ 133,236.00
				<b>35% Engineering, Administration, Etc.</b>	\$ 46,632.60
				<b>TOTAL</b>	\$ 179,868.60

**For Petition Use \$180,000.00**

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.  
Company

*[Handwritten Signature]*  
Authorized Signature

411 N. Webb Road

Wichita, Kansas  
Address

316-684-9600  
Telephone



Sworn to and subscribed before me this 16 day of July 20 14

*[Handwritten Signature]*  
Deputy City Clerk

766307

First Published in the Wichita Eagle on August 15, 2014

**RESOLUTION NO. 14-222**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **LEFT TURN LANE ON 21ST STREET NORTH FOR EASTBOUND TRAFFIC AND A DECELERATION LANE FOR WESTBOUND TRAFFIC INTO NEWSRING CHURCH (NORTH OF 21ST STREET NORTH, EAST OF K-96) 472-85168** 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 **LEFT TURN LANE ON 21ST STREET NORTH FOR EASTBOUND TRAFFIC AND A DECELERATION LANE FOR WESTBOUND TRAFFIC INTO NEWSRING CHURCH (NORTH OF 21ST STREET NORTH, EAST OF K-96) 472-85168** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 14-138 adopted on **May 20, 2014** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct a **left turn lane on 21st Street North for eastbound traffic and a deceleration lane for westbound traffic into NewSpring Church (north of 21st Street North, east of K-96) 472-85168.**

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Eighty Thousand Dollars (\$180,000)** exclusive of interest on financing and administrative and financing costs, with Sixteen Thousand Dollars (\$16,000) payable by the City at large; and the remainder 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 **February 1, 2014**, exclusive of the costs of temporary financing.

SECTION 4. 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:

**MESSIAH BAPTIST CHURCH 4TH ADDITION**

Lot 1, Block A

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. 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 6. 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 7. 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 8. 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 (the "Act").

SECTION 9. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

SECTION 10. 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 11. 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 12th day of

August, 2014.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
SHARON L. DICKGRAFE  
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

RESOLUTION NO. 14-225

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90503 (NORTH OF PAWNEE, WEST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90503 (NORTH OF PAWNEE, WEST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **10-294** adopted on **November 16, 2010** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90503 (north of Pawnee, west of 127th St. East)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Forty-Three Thousand Dollars (\$43,000)** exclusive of interest on financing and administrative and financing costs, with 100 percent of the total cost 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 **July 1, 2014**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Nine Thousand Eight Hundred Sixteen Dollars (\$9,816).

SECTION 4. 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:

CASA BELLA 3<sup>RD</sup> ADDITION  
Lots 19 through 32, Block 1  
Lots 1 through 14, Block 2

CASA BELLA 2<sup>ND</sup> ADDITION  
Lot 17, Block 1  
Lots 7 through 8, Block 2

SECTION 5. 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.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That the following lots in Casa Bella 3<sup>rd</sup> Addition and Casa Bella 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas shall each pay 1/31 of the total cost of the improvement district:

CASA BELLA 3<sup>RD</sup> ADDITION  
Lots 19 through 32, Block 1  
Lots 1 through 14, Block 2

CASA BELLA 2<sup>ND</sup> ADDITION

Lot 17, Block 1

Lots 7 through 8, Block 2

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 6. 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 7. 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 8. 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 9. 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 12th day of August, 2014.

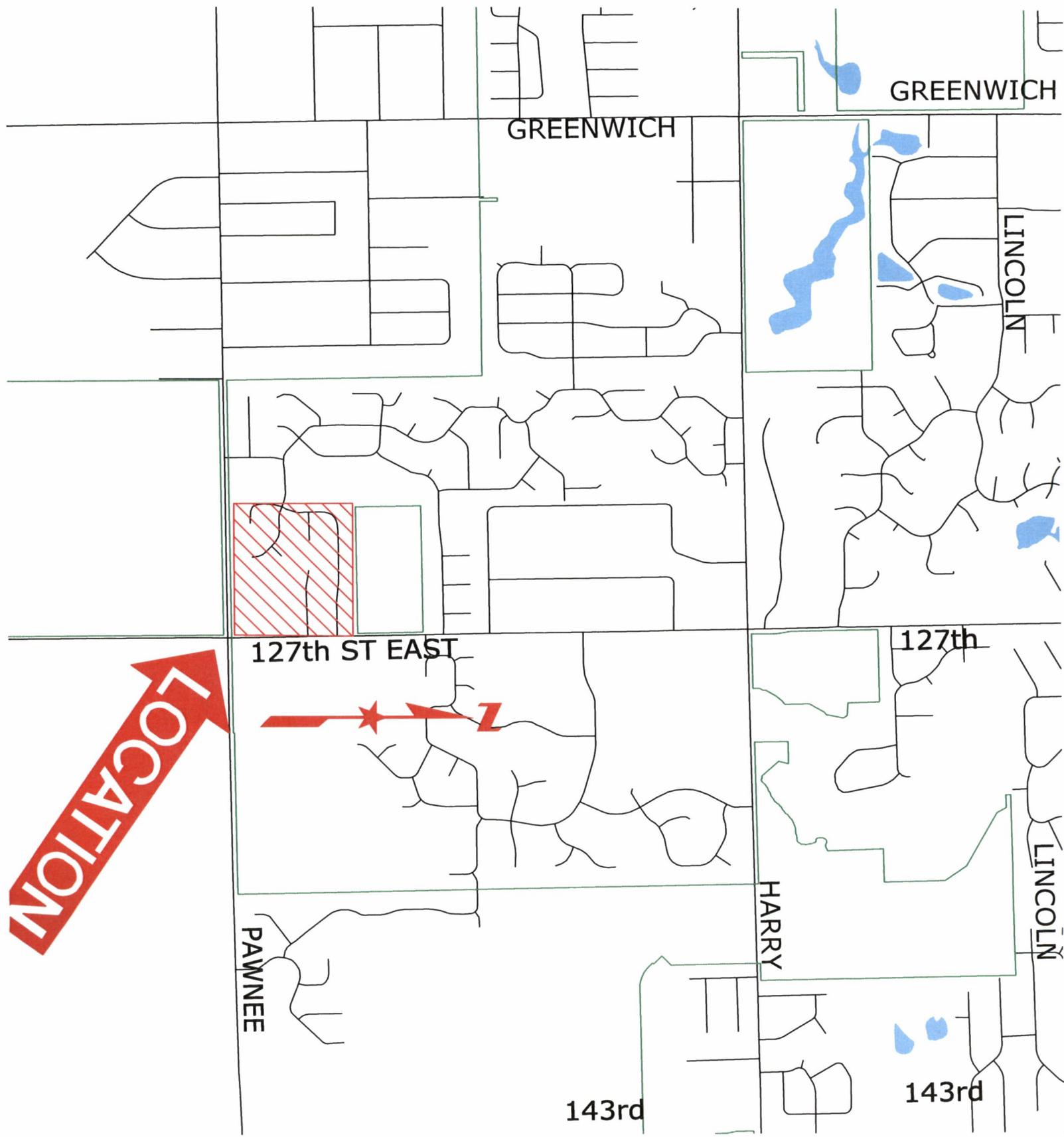
\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

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



# Project Request

CIP    Non-CIP

NEIGHBORHOOD IMPROVEMENT    ORDERED BY WCC    PETITION   PETITION PERCENTAGE: 100

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

FUND: 400 Street Improvements   SUBFUND: 490 Paving N.I.   ENGINEERING REFERENCE #: 472-84946

COUNCIL DISTRICT: 02 Council District 2   DATE COUNCIL APPROVED: Aug 12, 2014   REQUEST DATE: \_\_\_\_\_

PROJECT #: \_\_\_\_\_   PROJECT TITLE: Casa Bella for Casa Bella 2nd & 3rd Additions

PROJECT DETAIL #: 01   PROJECT DETAIL DESCRIPTION: Casa Bella for Casa Bella 2nd & 3rd Additions

OCA #: \_\_\_\_\_   OCA TITLE: Casa Bella for Casa Bella 2nd & 3rd Additions

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

PROJECT MANAGER: Julianne Kallman   PHONE #: 268-4236

NEW BUDGET    REVISED BUDGET

## REVENUE

## EXPENSE

<b>Object Level 3</b>	<b>Budget</b>	<b>Object Level 3</b>	<b>Budget</b>
<u>9730 S.A. Bonds</u>	<u>\$352,000.00</u>	<u>2999 Contractuals</u>	<u>\$352,000.00</u>
_____	\$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:**   \$352,000.00

**EXPENSE TOTAL:**   \$352,000.00

NOTES: Hold for LOC

Print Form

### SIGNATURES REQUIRED

DIVISION HEAD: \_\_\_\_\_   DATE: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_   DATE: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_   DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_   DATE: \_\_\_\_\_

# Project Request

CIP    Non-CIP

NEIGHBORHOOD IMPROVEMENT    ORDERED BY WCC    PETITION   PETITION PERCENTAGE: 100

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

FUND: 480 Sewer Improvements N.I.   SUBFUND: 480 Sanitary Sewers N.I.   ENGINEERING REFERENCE #: 468-84719

COUNCIL DISTRICT: 02 Council District 2   DATE COUNCIL APPROVED: Aug 12, 2014   REQUEST DATE: \_\_\_\_\_

PROJECT #: \_\_\_\_\_   PROJECT TITLE: Lat 7, M 18, FMC for Casa Bella 2nd & 3rd Additions

PROJECT DETAIL #: 01   PROJECT DETAIL DESCRIPTION: Lat 7, M 18, FMC for Casa Bella 2nd & 3rd Additions

OCA #: \_\_\_\_\_   OCA TITLE: Lat 7, M 18, FMC for Casa Bella 2nd & 3rd Additions

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

PROJECT MANAGER: Julianne Kallman   PHONE #: 268-4236

NEW BUDGET    REVISED BUDGET

## REVENUE

## EXPENSE

<b>Object Level 3</b>	<b>Budget</b>	<b>Object Level 3</b>	<b>Budget</b>
<u>9730 S.A. Bonds</u>	<u>\$56,000.00</u>	<u>2999 Contractuals</u>	<u>\$56,000.00</u>
_____	\$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:**   \$56,000.00

**EXPENSE TOTAL:**   \$56,000.00

NOTES: Hold for LOC

Print Form

### SIGNATURES REQUIRED

DIVISION HEAD: \_\_\_\_\_   DATE: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_   DATE: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_   DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_   DATE: \_\_\_\_\_

# Project Request

CIP    Non-CIP

NEIGHBORHOOD IMPROVEMENT    ORDERED BY WCC    PETITION   PETITION PERCENTAGE: 100

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

FUND: 470 Water Improvements N.I.   ENGINEERING REFERENCE #: 448-90503

COUNCIL DISTRICT: 02 Council District 2   DATE COUNCIL APPROVED: Aug 12, 2014   REQUEST DATE: \_\_\_\_\_

PROJECT #: \_\_\_\_\_   PROJECT TITLE: WDS 90503 for Casa Bella 2nd & 3rd Additions

PROJECT DETAIL #: 01   PROJECT DETAIL DESCRIPTION: WDS 90503 for Casa Bella 2nd & 3rd Additions

OCA #: \_\_\_\_\_   OCA TITLE: WDS 90503 for Casa Bella 2nd & 3rd Additions

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

PROJECT MANAGER: Julianne Kallman   PHONE #: 268-4236

NEW BUDGET    REVISED BUDGET

## REVENUE

## EXPENSE

<b>Object Level 3</b>	<b>Budget</b>	<b>Object Level 3</b>	<b>Budget</b>
<u>9730 S.A. Bonds</u>	<u>\$43,000.00</u>	<u>2999 Contractuals</u>	<u>\$43,000.00</u>
_____	\$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:**   \$43,000.00

**EXPENSE TOTAL:**   \$43,000.00

NOTES: Separate benefit fee \$9,816  
Hold for LOC

Print Form

### **SIGNATURES REQUIRED**

DIVISION HEAD: \_\_\_\_\_   DATE: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_   DATE: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_   DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_   DATE: \_\_\_\_\_

RECEIVED

JUL 15 '14

CITY CLERK OFFICE

PAVING PETITION – PHASE 2

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

CASA BELLA 3<sup>RD</sup> ADDITION

Lots 19-32, Block 1  
Lots 1-14, Block 2

CASA BELLA 2<sup>ND</sup> ADDITION

Lot 17, Block 1  
Lot 7-8, Block 2

472-84946  
Revised

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

- (a) That there be constructed pavement on **CASA BELLA**, from the southwest lot line of Lot 7, Block 2 Casa Bella 2nd Addition to the west line of 127th Street East.

That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary, and sidewalks to be constructed on one side of all through, non cul-de-sac streets.

- (b) That the estimated and probable cost of the foregoing improvement being Three Hundred and Fifty-Two Thousand Dollars (\$352,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after July 1, 2014.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In

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

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

That the following lots in Casa Bella 3<sup>rd</sup> Addition and Casa Bella 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas shall each pay 1/31 of the total cost of the improvement district:

**CASA BELLA 3<sup>RD</sup> ADDITION**

Lots 19-32, Block 1  
Lots 1-14, Block 2

**CASA BELLA 2<sup>ND</sup> ADDITION**

Lot 17, Block 1  
Lot 7-8, Block 2

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

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

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 comes 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

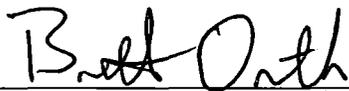
owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

**CASA BELLA 3<sup>RD</sup> ADDITION**

Lots 19-32, Block 1  
Lots 1-14, Block 2

  
\_\_\_\_\_  
Brett Orth, Member  
Tara Developers, LLC

**CASA BELLA 2<sup>ND</sup> ADDITION**

Lot 17, Block 1  
Lot 8, Block 2

  
\_\_\_\_\_  
Brett Orth, Member  
Tara Developers, LLC

Lot 7, Block 2

  
\_\_\_\_\_  
Eugene Vitarelli  
Tara Development Inc.



**SANITARY SEWER PETITION – PHASE 2**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**CASA BELLA 3<sup>RD</sup> ADDITION**

Lots 1-14, Block 2

**CASA BELLA 2<sup>ND</sup> ADDITION**

Lot 7-8, Block 2

*Lot 7, Main 18, FMC  
468-84719  
Revised*

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, 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 foregoing improvements being Fifty Six Thousand Dollars (\$56,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after July 1, 2014.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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

That the following described lots in Casa Bella 3<sup>rd</sup> Addition and Casa Bella 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas shall each pay 1/16 of the total cost payable by the improvement district:

**CASA BELLA 3<sup>RD</sup> ADDITION**

Lots 1-14, Block 2

**CASA BELLA 2<sup>ND</sup> ADDITION**

Lot 7-8, Block 2

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.
- (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. 12-1013, 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 which 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
-------------------	-----------	------

**CASA BELLA 3<sup>RD</sup> ADDITION**

Lots 1-14, Block 2

  
\_\_\_\_\_  
Brett Orth, Partner  
Tara Developers, LLC

**CASA BELLA 2<sup>ND</sup> ADDITION**

Lot 7, Block 2

  
\_\_\_\_\_  
Eugene Vitarelli  
Tara Development Inc.

Lot 8, Block 2

  
\_\_\_\_\_  
Brett Orth, Partner  
Tara Developers, LLC

**AFFIDAVIT**

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

Kunt LL  
Name

924 N. Main, Wichita, KS 67203  
Address

(316) 264-8008  
Telephone number

Sworn to and subscribed before me this 15 day of July, 2013.



[Signature]  
Deputy City Clerk

RECEIVED

JUL 15 '14

CITY CLERK OFFICE

**WATER DISTRIBUTION SYSTEM PETITION- PHASE 2**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**CASA BELLA 3<sup>RD</sup> ADDITION**

Lots 19-32, Block 1  
Lots 1-14, Block 2

**CASA BELLA 2<sup>ND</sup> ADDITION**

Lot 17, Block 1  
Lot 7-8, Block 2

448-90503  
Revised

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Forty-Three Thousand Dollars (\$43,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata rate of 1 percent per month from and after July 1, 2014.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Ninety-Eight Hundred Sixteen Dollars (\$9,816.00).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to

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

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

That the following lots in Casa Bella 3<sup>rd</sup> Addition and Casa Bella 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas shall each pay 1/31 of the total cost of the improvement district:

**CASA BELLA 3<sup>RD</sup> ADDITION**

Lots 19-32, Block 1

Lots 1-14, Block 2

**CASA BELLA 2<sup>ND</sup> ADDITION**

Lot 17, Block 1

Lot 7-8, Block 2

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

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

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.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

**CASA BELLA 3<sup>RD</sup> ADDITION**

Lots 19-32, Block 1  
Lots 1-14, Block 2

  
\_\_\_\_\_  
Brett Orth, Member  
Tara Developers, LLC

**CASA BELLA 2<sup>ND</sup> ADDITION**

Lot 17, Block 1  
Lot 8, Block 2

  
\_\_\_\_\_  
Brett Orth, Member  
Tara Developers, LLC

Lot 7, Block 2

  
\_\_\_\_\_  
Eugene Vitarelli  
Tara Development Inc.

**AFFIDAVIT**

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



\_\_\_\_\_  
Name

924 N. Main, Wichita, KS 67203

\_\_\_\_\_  
Address

(316) 264-8008

\_\_\_\_\_  
Telephone number

Sworn to and subscribed before me this 15 day of July, 2013.



  
\_\_\_\_\_  
Deputy City Clerk

132019

First Published in the Wichita Eagle on August 15, 2014

RESOLUTION NO. 14-223

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **CASA BELLA**, FROM THE SOUTHWEST LOT LINE OF LOT 7, BLOCK 2 CASA BELLA 2<sup>ND</sup> ADDITION TO THE WEST LINE OF 127<sup>TH</sup> STREET EAST (NORTH OF PAWNEE, WEST OF 127TH ST. EAST) 472-84946 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 **CASA BELLA**, FROM THE SOUTHWEST LOT LINE OF LOT 7, BLOCK 2 CASA BELLA 2<sup>ND</sup> ADDITION TO THE WEST LINE OF 127<sup>TH</sup> STREET EAST (NORTH OF PAWNEE, WEST OF 127TH ST. EAST) 472-84946 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 10-298 adopted on **November 16, 2010** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on **Casa Bella**, from the southwest lot line of Lot 7, Block 2 Casa Bella 2<sup>nd</sup> Addition to the west line of 127<sup>th</sup> Street East (north of Pawnee, west of 127th St. East) 472-84946 Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to **Three Hundred Fifty-Two Thousand Dollars (\$352,000)** 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 **July 1, 2014**, exclusive of the costs of temporary financing.

SECTION 4. 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:

**CASA BELLA 3RD ADDITION**

Lots 19 through 32, Block 1

Lots 1 through 14, Block 2

**CASA BELLA 2ND ADDITION**

Lot 17, Block 1

Lots 7 through 8, Block 2

SECTION 5. 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.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That the following lots in Casa Bella 3<sup>rd</sup> Addition and Casa Bella 2<sup>nd</sup> Addition Wichita, Sedgwick County, Kansas shall each pay 1/31 of the total cost of the improvement district.

**CASA BELLA 3RD ADDITION**

Lots 19 through 32, Block 1

Lots 1 through 14, Block 2

**CASA BELLA 2ND ADDITION**

Lot 17, Block 1

Lots 7 through 8, Block 2

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said

driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. 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 7. 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 8. 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 9. 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 12th day of August, 2014.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
SHARON L. DICKGRAFE, INTERIM CITY ATTORNEY &  
DIRECTOR OF LAW

RESOLUTION NO. 14-224

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 7, MAIN 18, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 127TH ST. EAST) 468-84719** 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 7, MAIN 18, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 127TH ST. EAST) 468-84719** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 10-296** adopted on **November 16, 2010** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 7, Main 18, Four Mile Creek Sewer (north of Pawnee, west of 127th St. East) 468-84719**.

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Fifty-Six Thousand Dollars (\$56,000)** 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 **July 1, 2014**, exclusive of the costs of temporary financing.

SECTION 4. 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:

**CASA BELLA 3RD ADDITION**

Lots 1 through 14, Block 2

**CASA BELLA 2ND ADDITION**

Lots 7 through 8, Block 2

SECTION 5. 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 method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That the following described lots in Casa Bella 3<sup>rd</sup> Addition and Casa Bella 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas shall each pay 1/16 of the total cost payable by the improvement district:

**CASA BELLA 3RD ADDITION**

Lots 1 through 14, Block 2

**CASA BELLA 2ND ADDITION**

Lots 7 through 8, Block 2

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 6. 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 7 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 8. 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 9. 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 12th day of August, 2014.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
SHARON L. DICKGRAFE, INTERIM CITY ATTORNEY &

DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on August 15, 2014

RESOLUTION NO. 14-225

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90503 (NORTH OF PAWNEE, WEST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90503 (NORTH OF PAWNEE, WEST OF 127TH ST. EAST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **10-294** adopted on **November 16, 2010** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90503 (north of Pawnee, west of 127th St. East)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Forty-Three Thousand Dollars (\$43,000)** exclusive of interest on financing and administrative and financing costs, with 100 percent of the total cost 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 **July 1, 2014**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Nine Thousand Eight Hundred Sixteen Dollars (\$9,816).

SECTION 4. 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:

CASA BELLA 3<sup>RD</sup> ADDITION

Lots 19 through 32, Block 1

Lots 1 through 14, Block 2

CASA BELLA 2<sup>ND</sup> ADDITION

Lot 17, Block 1

Lots 7 through 8, Block 2

SECTION 5. 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.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That the following lots in Casa Bella 3<sup>rd</sup> Addition and Casa Bella 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas shall each pay 1/31 of the total cost of the improvement district:

CASA BELLA 3<sup>RD</sup> ADDITION

Lots 19 through 32, Block 1

Lots 1 through 14, Block 2

CASA BELLA 2<sup>ND</sup> ADDITION

Lot 17, Block 1

Lots 7 through 8, Block 2

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 6. 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 7. 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 8. 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 9. 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 12th day of August, 2014.

---

CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

---

SHARON L. DICKGRAFE, INTERIM CITY ATTORNEY &  
DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council

**SUBJECT:** Design Services Agreement for Southern Shores Addition (District IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the agreement.

**Background:** On June 17, 2014, the City Council approved a petition for paving improvements to serve a new residential development on the northwest corner of Seneca and 55<sup>th</sup> Street South.

**Analysis:** The proposed agreement between the City and Baughman Company provides for design of the improvements. In accordance with Administrative Regulation 1.10, Baughman is an engineering consultant upon whom the City and developer mutually agree for this work, and, as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

**Financial Considerations:** Payment to Baughman will be on a lump sum basis of \$25,300, and will be paid by special assessments.

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

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

**Attachments:** Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

SOUTHERN SHORES ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**DODGE** from the north line of 55<sup>th</sup> Street South to the west line of Maywood; **MAYWOOD** from the west line of Dodge, east to the east line of the plat; **MAYWOOD COURT** from the south line of Maywood, south to and including the cul-de-sac; **DODGE COURT** (Lots 12 through 17, Block A), from the east line of Dodge, east to and including the cul-de-sac; **DODGE COURT** (Lots 18 through 23, Block A) from the east line of Dodge, east to and including the cul-de-sac, and sidewalk on one side of Dodge and Maywood, Southern Shores Addition (west of Seneca, north of 55<sup>th</sup> Street South) (Project No. 472-85172).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Southern Shores Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents,

servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit "A"; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit "A".
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 85172                      \$ 25,300

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the project.
  - 4. A major change in the scope of services for the project.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

*St. J. Decker*  
Interim City Attorney

BAUGHMAN COMPANY, P.A.

*N. Brent Wooten*  
N. Brent Wooten, P.E.  
President

ATTEST:

*Koogy Thomas*

## EXHIBIT "A"

### SCOPE OF SERVICES Southern Shores Addition (west of Seneca, north of 55<sup>th</sup> Street South) (Project No. 472-85172)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1 to Exhibit "A".

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit "A".
3. Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the project, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY'S Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1 to Exhibit "A". The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.
8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform

all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**

9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A", also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**
16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
  - (a) Field check plans of the project for distribution to utilities by **August 25, 2014**
  - (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **September 8, 2014**

## Attachment No. 1 to Exhibit "A" – Scope of Services

### Plan Submittal

*Water* projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Storm Water Division  
455 N. Main 8<sup>th</sup> Floor  
Wichita, KS 67202

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate. Bidding erosion control as "1 LS" is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

## **Attachment No. 2 to Exhibit "A" – CIP Scope of Services**

### **Required Plan Coordinate Information**

#### **Arterial Street Projects & Infill (Existing Neighborhoods)**

##### **I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

##### **II. WATER LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

##### **III. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

##### **IV. PAVING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

**THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.**

## **Sub-Division Projects**

### **I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

### **II. WATER DISTRIBUTION SYSTEM**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

### **III. WATER SUPPLY LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

### **IV. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

### **V. MASS GRADING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
  - centerline @ 100' Sta on tangent sections
  - pc/pt points & 50' along curves
- special drainage swales
  - pc/pt points, pi's & 50' Sta in between
- ponds
  - any grades breaks between pond bottom and rear property line
  - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

## VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

**In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.**

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- **ELEVATION SHALL BE TO TOP OF ROCK BASE.**
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs

- **Curve Tables** – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- **Should be able to accurately scale off of plans**

**Attachment No. 3 to Exhibit "A" – Scope of Services**

Project Name

**Utility Location Verification Non-CIP Project**

Projected Bid Date:

UTILITY: \_\_\_\_\_ Checked by \_\_\_\_\_ on \_\_\_\_\_

**Utility Location:**

- None in Project Limits       In Project Limits, No Relocation Necessary  
 Utility will need to relocate       Other (please describe)

**Briefly Describe Type and Location of Facilities within Project:**

\_\_\_\_\_  
\_\_\_\_\_

Estimate Time for Relocation:  < 3 months  3-6 months  6-9 months  > 9 months

Weather Sensitive:  Yes  No If yes, please explain: \_\_\_\_\_

**Utility Plan Review:**

Correct as Shown  Corrections needed  Attachments provided for Consultant

**Corrections necessary on plan sheets:**

\_\_\_\_\_  
\_\_\_\_\_

Additional Information requested from Consultant: \_\_\_\_\_

\_\_\_\_\_

Please email this form on or before \_\_\_\_\_ to: \_\_\_\_\_

**If relocation is necessary:**

Estimated clear date: \_\_\_\_\_

Completed by \_\_\_\_\_ (utility representative) on \_\_\_\_\_ (date)

**Upon completion of relocation:**

Relocation complete on: \_\_\_\_\_

Completed by \_\_\_\_\_ (utility representative) on \_\_\_\_\_ (date)

**Attachment No.4 to Exhibit "A" - Scope of Services**

Individual Project Name (i.e., Amidon, 21st to 29th Street North)												
Current Date	2007 Proj. No.	City Design Manager	Consultant	Date of First UDC	Date of Second UDC	Date of Plan Revision	Date of Second Plan Revision	R/W Purchased Y/N	Date Utilities started R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)	
2/21/2013	1111111 / 222222	Kallman	A. Bohn	2/21/2013	2/21/2013			No				
Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Encasement (Y/N)	Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date					
<b>Westar (Distribution)</b>												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
<b>Westar (Transmission)</b>												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

<b>KGS</b>
<b>Location in Project:</b> (Describe Existing Facilities)
<b>Relocation Needs:</b>
<b>Comments:</b>
<b>Blank / File:</b>
<b>Location in Project:</b> (Describe Existing Facilities)
<b>Relocation Needs:</b>
<b>Comments:</b>
<b>AT&amp;T</b>
<b>Location in Project:</b> (Describe Existing Facilities)
<b>Relocation Needs:</b>
<b>Comments:</b>

Cost
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

<p style="text-align: right;">Stormwater</p>
<p>Location in Project: (Describe Existing Facilities)</p>
<p>Relocation Needs:</p>
<p>Comments:</p>
<p>Other</p>
<p>Location in Project: (Describe Existing Facilities)</p>
<p>Relocation Needs:</p>
<p>Comments:</p>

**EXHIBIT "B"**

**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, suppli-

er, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita  
City Council Meeting  
August 12, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 10 for BP C1 72<sup>nd</sup> Street Transmission Main (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

**Recommendation:** Approve the change order.

**Background:** On July 13, 2010, the City Council approved a contract with Wildcat Construction in the amount of \$8,679,356 to construct a water transmission pipeline to serve the City’s surface water treatment plant and well field. The Notice to Proceed was issued on August 10, 2010.

The following change orders have been processed or approved by the City Council to-date:

No.	Date Processed or Approved	Work Provided	Amount
1	March 8, 2011	Remove sand from existing transmission line.	\$30,000
2	September 20, 2011	Remove rip-rap from Eagle Drainage District channel.	\$4,860
3	October 19, 2011	Quantity adjustments based on revised amounts of required materials.	\$3,787
4	December 13, 2011	Remove City Directive Allowance amount from contract.	(\$660,000)
5	February 10, 2012	Extend contract completion date by 243 days until May 1, 2012 to allow contractor to continue work until the completion of a related bid package.	\$0
6	June 27, 2012	Extend contract completion date by 91 days until July 31, 2012 to allow the contractor to continue work on road maintenance.	\$0
7	August 27, 2012	Clean snails from pipeline and reduce road work.	\$0
8	March 4, 2013	Replace air-release valves and reduce road maintenance equipment.	\$0
9	March 4, 2014	Install chlorine injection equipment, air-release valves on 48” cross connect pipeline, and reduce road maintenance.	4,330
10	August 12, 2014	Replace 54” Isolation Valves on 66” Transmission Main	779,748
Total of all change orders processed to-date			\$162,725
Revised contract amount to-date			\$8,842,081

**Analysis:** This contract is one of several to construct pipelines, replace pipelines, and rehabilitate pipelines in and around the City’s well field. The air release valves on the main transmission pipelines have been nonfunctional for a long time and restricted the water flow capacity. The air release valves will restore the capacity of the pipelines. To replace the air release valves it is necessary to isolate sections of the pipelines, but the isolation valves do not function.

Previously, Change Order No. 8 provided for replacement of air release valves on the western transmission pipeline in the well field and the transmission pipelines to the water treatment plant. By reducing the amount of road maintenance in the contract, Change Order No. 8 was a net change of zero dollars.

In addition to other previous work, Change Order No. 9 provided for replacement of air release valves on the 48 inch cross connect pipeline in the well field. By reducing the amount of road maintenance further, Change Order No. 9 was a net increase of \$4,330.

Now, Change Order No. 10 provides for the replacement of isolation valves on the transmission pipeline from the well field to the water treatment plant. The existing isolation valves on the transmission pipeline to the treatment plant do not function. The isolation valves are being replaced to allow isolation of pipeline sections, which allows the replacement of the air release valves. The net increase of Change Order No. 10 is \$779,748.

**Financial Considerations:** The cost of the isolation valves in Change Order No. 10 is \$779,748, bringing the total contract amount to \$8,842,081. This change order, plus previous change orders, represents a 1.87% increase of the original contract amount and is within the 25% of contract cost limit set by City Council policy. Funding for the additional work is available within the existing approved budget.

**Legal Considerations:** The Law Department has reviewed and approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve Change Order No. 10 and authorize the necessary signatures.

**Attachments:** Change Order No. 10.



**To: Wildcat Construction Co.**

**Project: BP C1 72<sup>nd</sup> Street**

**Change Order No.: 1010**

**Transmission Main**

**Purchase Order No.: 030567**

**Project No.: FB030003**

**CHARGE TO OCA No.: 633972**

**OCA No.: 633972**

**PPN: 7880014**

**Please perform the following extra work at a cost not to exceed \$ 779,748.00**

**Additional Work:**

The following items are more fully described in the Scope of Work Dated August 21, 2014.

Item A: Engineering & Pre-Planning to develop a sequence, schedule, and contingency plans.

Item B: Removal and replacement of 4 x 54" Valves. Have a pipe crew on standby to execute contingency plans.

Item C: Materials - 4 x 54" Valves and associated fittings.

Item D: Contingency materials for one valve location to replace 66" PCCP and all necessary fittings.

Item E: Contingency Action No. 1 (1 location) - Labor and Equipment to remove and replace the minimum quantity of 66" PCCP as necessary to repair any failure in the existing 66" pipe that connects to the valves.

Item F: Contingency Action No. 2 (1 location) - Labor and Equipment to remove and replace the 66" PCCP thru the valve vault without installing the valves.

**Reason for Additional Work:** The air-release valves on the 66" raw water transmission main are inoperable. Without the air-release valves, the capacity of the transmission main is reduced. They have experienced extensive corrosion, and rupture of these valves would prevent delivery of raw water. Temporary patches are on two of the air-release valves and are unlikely to last through extreme cold weather. Under the existing contract the air-release valves are to be replaced. To isolate sections of the pipeline for repair of the air-release valves, the isolation valves must be operated. The isolation valves are also inoperable. This change order will be used to replace the 54" isolation valves.

<b>Item</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
Engineering & Pre-work Plannings	Nego'd	1 LS	\$62,000.00	\$62,000.00
54" Valve Installation	Nego'd	4 Each	\$69,000.00	\$276,000.00
54" Valve Assembly, Materials	Nego'd	4 Each	\$54,390.75	\$217,563.00
Contingency 66" PCCP Materials	Nego'd	1 LS	\$139,385.00	\$139,385.00
Contingency Action No. 1	Nego'd	1 LS	\$46,800.00	\$46,800.00
Contingency Action No. 2	Nego'd	1 LS	\$38,000.00	\$38,000.00

**TOTAL: \$779,748.00**

CIP Budget Amount: \$65,572,168	Original Contract Amt.: \$8,679,356.00
<b>Consultant: CDM Engineering</b>	<b>Current CO Amt.: \$779,748.00</b>
<b>Exp. &amp; Encum. To Date: 61,658,638.24</b>	<b>Amt. of Previous CO's: (\$617,023.39)</b>
<b>CO Amount: \$779,748.00</b>	<b>Total of All CO's: \$162,724.61</b>
<b>Unencum. Bal. After CO: \$3,133,781.76</b>	<b>% of Orig. Contract / 25% Max.: 1.87%</b>
	<b>Adjusted Contract Amt.: \$8,842,080.61</b>



City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council

**SUBJECT:** Purchase Option (Lee Real Estate, Inc.) (District II)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

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**Recommendation:** Adopt the Resolution and authorize the necessary signatures.

**Background:** On December 1, 1999, and December 18, 2003, the City of Wichita issued three Industrial Revenue Bond series (IRBs) in an aggregate amount of \$5.4 million on behalf of Lee Aerospace, Inc. The bonds financed the acquisition of machinery and equipment and the construction of a new manufacturing and corporate headquarters located at 9323 and 9333 E. 34<sup>th</sup> Street North, near 34<sup>th</sup> Street North and Webb Road for Lee Aerospace (formerly Triumph Aerospace).

The City received notice from Lee Real Estate, Inc. of its intention to exercise the IRB purchase option and requests approval of the conveyance of the IRB-financed property. The bonds have matured.

**Analysis:** Under the provisions of the IRB Lease between Lee Real Estate, Inc. (“Tenant”) and the City, the Tenant has the option, if all outstanding bonds and fees have been paid, to purchase the facilities from the City of Wichita for the sum of \$1,000. The Tenant has made final payment on the bonds which has been confirmed by the trustee.

**Financial Considerations:** The City has received payment of the \$1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

**Legal Considerations:** The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Bill of Sale, Special Warranty Deed and Termination and Release of Lease Agreement, and the delivery of such documents have been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council adopt the Resolution approving the Special Warranty Deed, Bill of Sale, Termination and Release of Lease Agreement and to convey the property to Lee Aerospace, LLC and authorize the necessary signatures.

**Attachments:** Resolution, Special Warranty Deed, Bill of Sale, Termination and Release of Lease

**RESOLUTION NO. 14-226**

**A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO CONVEY CERTAIN REAL PROPERTY TO LEE REAL ESTATE, INC., AND PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.**

**WHEREAS**, the City has previously issued its Industrial Revenue Bonds (Lee Aerospace Project) Series V, 1999 in an aggregate principal amount of \$1,200,000 for the purpose of providing funds to acquire, construct and equip a corporate headquarters and manufacturing facility located in Wichita, Kansas.

**WHEREAS**, the Bonds were issued pursuant to Ordinance No. 44-441, passed and approved by the governing body of the City on December 14, 1999 (the "Ordinance"); and

**WHEREAS**, in connection with the issuance of the Bonds, the City, as lessor (the "Landlord"), and Lee Real Estate, Inc., as lessee (the "Lessee"), entered into a Lease Agreement dated as of December 1, 1999 (the "Lease"), a notice of which was filed of record at Film 2001, Page 0288 in the records of the Sedgwick County Register of Deeds; and

**WHEREAS**, the City has previously issued its Industrial Revenue Bonds (Lee Aerospace Project) Series VI, 1999 in an aggregate amount of \$3,000,000 for the purpose of providing funds to acquire, construct and equip a corporate headquarters and manufacturing facility located in Wichita, Kansas; and

**WHEREAS**, the Bonds were issued pursuant to Ordinance No. 44-442, passed and approved by the governing body of the City on December 14, 1999 (the "Ordinance"); and

**WHEREAS**, in connection with the issuance of the Bonds, the City, as lessor (the "Landlord"), and Lee Real Estate, Inc., as lessee (the "Lessee"), entered into a Lease Agreement dated as of December 1, 1999 (the "Lease"), a notice of which was filed of record at Film 2001, Page 0280 in the records of the Sedgwick County Register of Deeds; and

**WHEREAS**, the City has previously issued its Industrial Revenue Bonds (Lee Aerospace Project) Series X, 2003 in an aggregate amount of \$1,200,000 for the purpose of providing funds to acquire, construct and equip a corporate headquarters and manufacturing facility located in Wichita, Kansas.

**WHEREAS**, the Bonds were issued pursuant to Ordinance No. 45-939, passed and approved by

the governing body of the City on December 16, 2003 (the "Ordinance"); and

**WHEREAS**, in connection with the issuance of the Bonds, the City, as lessor (the "Landlord"), and Lee Real Estate, Inc., as lessee (the "Lessee"), entered into the First Supplemental Lease Agreement dated as of December 1, 2003 (the "Lease"), a notice of which was filed of record at Film 2844, Page 0980 in the records of the Sedgwick County Register of Deeds; and

**WHEREAS**, the Lessee has paid in full, on or before April 25, 2014, all of the Bonds; and

**WHEREAS**, following the payment in full of all of the Bonds, the Lessee has requested that the City convey title to the Projects to Lee Real Estate, Inc., following the payment of the sum of \$1,000 and all other payments required by the Lease;

**WHEREAS**, the City desires to convey said Project to the Lessee upon satisfaction of the conditions specified herein.

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

**Section 1. Approval of Conveyance.** The conveyance by the City of the personal property described in the Bill of Sale, if any, attached hereto and incorporated herein by reference (with such technical changes in such description as may be necessary to correct or update it) is hereby approved, upon the terms and conditions set forth herein.

**Section 2. Authorization of Documents.** The governing body hereby authorizes and approves the Termination and Release of Lease Agreement, attached hereto as Exhibit A, and the Special Warranty Deed, attached hereto as Exhibit B, in substantially the forms presented to and reviewed by the governing body of the City at this meeting and attached to this Resolution (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

**Section 3. Execution of Documents.** The Mayor is hereby authorized and directed to execute the Bill of Sale, Termination and Release of Lease Agreement and the Special Warranty Deed, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City.

**Section 4. Delivery of Documents.** The Mayor, City Clerk, or other staff of the City, is hereby authorized and directed to deliver the Bill of Sale, Termination and Release of Lease Agreement, and Special Warranty Deed conditioned upon satisfactory evidence that the Tenant has made payment of (i) any fees due the Paying Agent; (ii) any other payments required by the Lease; and, (iii) \$1,000, as required by the Lease, and an appropriate certification by the Paying Agent as to the redemption and payment of all the Bonds.

**Section 5. Further Authority.** The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project,

terminate all interest of the City in the Project and carry out the intent of this Resolution.

**ADOPTED** by the governing body of the City of Wichita, Kansas, this \_\_\_\_ day of August, 2014.

CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

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

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437(e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

### **SPECIAL WARRANTY DEED**

THIS INDENTURE, made on this \_\_\_\_\_ of August, 2014, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the “Grantor”), and Lee Real Estate, Inc., a Kansas corporation (the “Grantee”).

WITNESSETH: That Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor’s interest in the real property situated in Sedgwick County, Kansas, described as follows:

Parcel 1: All of Lot 20, COMOTARA INDUSTRIAL PARK FIFTH ADDITION, an addition to Wichita, Sedgwick County, Kansas, except the north 245’ of the west 145’.

Parcel 2: All of Lot 21, COMOTARA INDUSTRIAL PARK FIFTH ADDITION, an addition to Wichita, Sedgwick County, Kansas, except the north 245’ of the east 145’.

Parcel 3: The north 245’ of the east 145’ of Lot 21. COMOTARA INDUSTRIAL PARK FIFTH ADDITION, an addition to Wichita, Sedgwick County, Kansas.

**THE IMPROVEMENTS:** all buildings and improvements now or hereafter constructed, located or installed upon the Land pursuant to the Lease, and constituting the “Improvements” as referred to in said Leases dated December 1, 1999 and December 1, 2003.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF WICHITA, KANSAS

By: \_\_\_\_\_  
Carl Brewer, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS            )  
  )SS  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor of the City of Wichita, Kansas, and Karen Sublett, City Clerk of such city, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita Kansas, as the free act of such City.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

Approved as to Form:

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

## **EXHIBIT B**

### **BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto Lee Real Estate, Inc., (the "Grantee"), all of its interest in the following goods and chattels, viz:

All buildings, improvements, fixtures, machinery, equipment, furnishings and other personal property purchased with the proceeds of the City of Wichita, Kansas, Industrial Revenue Bonds, Series V, 1999 (Lee Real Estate, Inc.) in the original aggregate principal amount of \$1,200,000 and Series VI, 1999 (Lee Real Estate, Inc.) in the original aggregate principal amount of \$3,000,000 and constituting the "Improvements" pursuant to the terms of a certain Lease dated as of December 1, 1999, between the Grantor and Grantee (the "Lease") including, but not limited to the following:

Office Furniture and Equipment

Manufacturing:

- Autoclave
- Compressors
- Vacuum Pumps
- Forming Oven
- Laser
- Computers
- Cad / Cam Systems
- Nitrogen Generator

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and (iv) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game, casino-style gambling; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the \_\_\_\_\_ day of August, 2014.

CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Carl Brewer, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS            )  
  )SS:  
SEDGWICK COUNTY         )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of August, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita, Kansas, as the free act of such City.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_  
Approved as to Form:

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

## TERMINATION AND RELEASE OF LEASES

THIS TERMINATION AND RELEASE OF LEASES dated as of the \_\_\_\_\_ day of August, 2014, by and among the City of Wichita, Kansas, a municipal corporation (the "City"), Lee Real Estate, Inc., a Kansas corporation (the "Tenant") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its office located in the City of St. Louis, Missouri (the "Trustee");

### W I T N E S E T H:

WHEREAS, the City heretofore leased to the Tenant certain real property and improvements pursuant to a Lease dated as of December 1, 1999 (the "Lease"), by and between the City and the Tenant, a Notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County on December 30, 1999 on Film 2001, Page 0288; and,

WHEREAS, the City heretofore leased to the Tenant certain real property and improvements pursuant to a Lease dated as of December 1, 1999 (the "Lease"), by and between the City and the Tenant, a Notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County on December 30, 1999 on Film 2001, Page 0280; and,

WHEREAS, the City heretofore leased to the Tenant certain real property and improvements pursuant to a Supplemental Lease dated as of December 1, 2003 (the "Lease"), by and between the City and the Tenant, a Notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County on December 19, 2003 on Film 2844, Page 0980; and,

WHEREAS, said Leases were assigned by the City to the Trustee pursuant to the Indenture (hereinafter defined); and

WHEREAS, the property covered by the Leases consists of the following:

THE LAND. (a) The following described real estate located in Sedgwick County, Kansas, to wit:

Parcel 1: All of Lot 20, COMOTARA INDUSTRIAL PARK FIFTH ADDITION, an addition to Wichita, Sedgwick County, Kansas, except the north 245' of the west 145'.

Parcel 2: All of Lot 21, COMOTARA INDUSTRIAL PARK FIFTH ADDITION, an addition to Wichita, Sedgwick County, Kansas, except the north 245' of the east 145'.

Parcel 3: The north 245' of the east 145' of Lot 21, COMOTARA INDUSTRIAL PARK FIFTH ADDITION, an addition to Wichita, Sedgwick County, Kansas.

Said real property described constituting the "Land" as referred to in said Lease; and

(b) The property described above, together with any equipment and alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of the Series V, 1999 Lease, Series V, 1999 Indenture; Series VI, 1999 Lease, Series VI, 1999 Indenture; Series VI, 2003 Lease and Series VI, 2003 constitute the "Project" more specifically described as follows:

(1) The Series V 1999 Project. All machinery and equipment and other property acquired with the proceeds of the Series V Bonds, including but not limited to the following:

Office Furniture and Equipment  
Manufacturing:  
Autoclave  
Compressors  
Vacuum Pumps  
Forming Oven  
Laser  
Computers  
Cad / Cam Systems  
Nitrogen Generator

(2) The Series VI 1999 Project. The improvements constituting a portion of the Series VI 1999 Project consist of a facility, occupying approximately 38,000 square feet and constructed of steel and concrete with EIFS exterior, for the manufacture of aircraft windows and windshields and manufacturing and support processes incidental thereto.

(3) The Series VI 2003 Additions. The Series VI 2003 Additions consist of a located approximately 100 feet northeast of the building constituting a part of the Series VI 1999 Project, occupying approximately 18,000 square feet and constructed of steel and concrete with EIFS exterior, for the manufacture of aircraft windows and windshields and aircraft subassemblies and support processes incidental thereto.

WHEREAS, the City previously had outstanding its Industrial Revenue Bonds, Series V, 1999 (Lee Real Estate) in the original aggregate principal amount of \$1,200,000, dated December 1, 1999 (the "Bonds"); and

WHEREAS, the City previously had outstanding its Industrial Revenue Bonds, Series VI, 1999 (Lee Real Estate) in the original aggregate principal amount of \$3,000,000, dated December 1, 1999 (the "Bonds"); and

WHEREAS, the City previously had outstanding its Industrial Revenue Bonds, Series VI, 2003 (Lee Real Estate) in the original aggregate principal amount of \$1,200,000, dated December 1, 1999 (the "Bonds"); and

WHEREAS, all Outstanding Bonds have been paid in full, and no Bonds remain Outstanding under the Trust Indentures dated as of December 1, 1999 (Series V, 1999), December , 1999 (Series VI, 1999) and December 1, 2003 (Series VI, 2003) (the "Indentures") by and between the City and the Trustee, authorizing and securing the Bonds; and,

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Leases, and the above described Notice of Lease and Assignment of Leases are hereby terminated and released.

*[Remainder of this page left blank intentionally]*

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF WICHITA, KANSAS

[Seal]

By: \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, a notary public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
\_\_\_\_\_

Lee Real Estate, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, a notary public in and for said County and State, came \_\_\_\_\_, \_\_\_\_\_ of Lee Real Estate, Inc., a Kansas corporation, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public

My appointment expires:  
  
\_\_\_\_\_

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF KANSAS        )  
                                  )  
COUNTY OF SEDGWICK )

Now on this \_\_\_ day of May, 2014, before me the undersigned, a Notary Public, in and for the country and province aforesaid, came \_\_\_\_\_, a \_\_\_\_\_ of The Bank of New York Mellon Trust Company, N.A., the same person who executed as such \_\_\_\_\_ the foregoing instrument in writing on behalf of the Trustee, and he/she duly acknowledged the execution of the same for himself/herself and for the Trustee for the uses and purposes therein set forth. In witness whereof I have set my hand and official seal on the day and year written above.

\_\_\_\_\_  
Notary Public

My appointment expires:  
  
\_\_\_\_\_

**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
JULY 2014**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Asbestos Survey & Related Services	7/31/2015	Precision Environmental Group, Inc.	Various	8/17/2010 - 7/31/2011	Last option
Boots - Pro-Warrington Style 4132 - Structural Firefighting	7/31/2015	Morning Pride Mfg. dba Honeywell First Responder Products	Fire	8/7/2012 - 7/31/2013	Last option
Calcium Chloride Pellets 94%-97%, 50# Bags	7/31/2014	Dart Seasonal Products, Inc.	Public Works & Utilities	8/1/2013 - 7/31/2014	2 - 1 year options
CO2 Tank Assembly Rental & Chemical	7/31/2015	Airgas MidSouth	Public Works & Utilities	8/1/2012 - 7/31/2013	Last option
Drug Testing Services	7/31/2015	BI Incorporated	Municipal Court	8/1/2013 - 7/31/2014	3 - 1 year options
Ferric Sulfate (Liquid)	7/31/2015	Chemtrade Chemicals US LLC	Public Works & Utilities	8/1/2013 - 7/31/2014	1 - 1 year option
Filters- A/C & Furnace	7/31/2015	Wichita Air Filter Supply	Various	8/7/2012 - 7/31/2013	Last option
Graphic Design Services for City 7	7/31/2015	Digital Media Networks of Kansas, LLC	City Manager	8/5/2011 - 7/31/2012	1 - 1 year option
Independent Financial Analysis on Developers for Development Projects Within Downtown Wichita	7/31/2014	Springsted Incorporated	City Manager	7/20/2011 - 7/31/2012	Last option
Janitorial Services for Housing & Community Services Office Located at 322 N Riverview	7/31/2015	21st Century Cleaning Service	Housing & Community Services	8/1/2013 - 7/31/2014	1 - 1 year option
Lamps - Miniature Bulbs, Sealed Beam, Light Emitting Diode (LED) Bulbs	7/31/2015	Poorman Automotive Warehouse	Various	8/1/2012 - 7/31/2013	Last option
Life Safety Systems Test and Inspection	7/31/2015	Kansas Fire Equipment Co Inc	Public Works & Utilities	8/6/2013 - 7/31/2014	1 - 1 year option
Meters - Badger Meters with ADE Registers, Itron ERTs and Various Meter Repair Parts - Group 2	7/31/2015	National Meter and Automation, Inc.	Public Works & Utilities	8/7/2012 - 7/31/2013	Last option
Meters - Badger Meters with ADE Registers, Itron ERTs and Various Meter Repair Parts - Groups 1 & 3	7/31/2015	Midwest Meter, Inc.	Public Works & Utilities	8/7/2012 - 7/31/2013	Last option
Mow, Edge & Trim Services - Water Distribution Facility	7/31/2015	Dragonfly Lawn & Tree Care LLC	Public Works & Utilities	8/1/2012 - 7/31/2013	Last option
Peroxide Regenerated Iron Sulfide Control Process	7/31/2014	US Peroxide LLC	Public Works & Utilities	8/6/2013 - 7/31/2014	4 - 1 year options
Publication of Legal Notices	7/31/2015	The Wichita Eagle	City Manager	8/1/2013 - 7/31/2014	1 - 1 year option
Reprographic Services	7/31/2014	Tarrant, Inc. dba Quik Print	Various	8/1/2013 - 7/31/2014	2 - 1 year options
Signs - Tee & Advertising Signs for Golf Courses	7/31/2014	Nu-Line Signs	Park & Recreation	8/1/2012 - 7/31/2013	1 - 1 year option
Sodium Hypochlorite	7/31/2015	Brenntag Southwest, Inc.	Public Works & Utilities	8/1/2013 - 7/31/2014	1 - 1 year option
Tires-Lease of Transit Mileage Tires (for Buses)	7/13/2015	Bridgestone Americas Tire Operations LLC	Transit	7/14/2010 - 7/13/2013	Last option
Waterwork Supplies - Group 1	7/31/2015	Wichita Winwater Works Company	Public Works & Utilities	8/7/2012 - 7/31/2013	Last option
Waterworks Supplies - Groups 1, 4 & 5	7/31/2015	HD Supply Waterworks, Ltd.	Public Works & Utilities	11/19/2013 - 7/31/2014	Last option
Waterworks Supplies - Group 2	7/31/2015	Wichita Winwater Works Company	Public Works & Utilities	11/19/2013 - 7/31/2014	Last option
Waterworks Supplies - Group 3	7/31/2015	D. C. & B. Supply, Inc.	Public Works & Utilities	11/19/2013 - 7/31/2014	Last option

**PROFESSIONAL CONTRACTS UNDER \$25,000  
JULY 2014**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000  
DIRECT PURCHASE ORDERS FOR JULY 2014**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
People Services Center Inc.	DP440504	Software Maintenance/Support	\$26,600.00		

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council  
**SUBJECT:** Contract for Providing Background Investigations  
**INITIATED BY:** Human Resources Department  
**AGENDA:** Consent Agenda

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**Recommendation:** Approve the Contract.

**Background:** The City of Wichita uses the services of a private contractor for background checks of applicants and employees. The contract of the current contractor, American DataBank, expires on August 31, 2014.

On Friday April 4, 2014, a Request for Proposals was issued. Eleven proposals were received. A committee convened on May 1, 2014 to evaluate the proposals. Based on the evaluations and needs of the organization, a short-list of the top four candidates was comprised. Those four vendors were invited to take part in a telephone interview on June 9, 2014. As a result of the interviews, HireRight was selected as the successful vendor.

Based on their ability to allow applicants to enter their identification information where is currently a time consuming effort completed by staff. Thus extensive hours of customer service availability and their competitive pricing.

**Analysis:** The HireRight investigations will include nation-wide criminal and driving records, sex offender registries, and in some cases, education, professional certifications, and credit checks. Under the contract, most investigations will be completed within 24 to 72 hours.

**Financial Considerations:** The annual cost for these services, based on past activity, are estimated at up to \$74,000 per year. Background checks are budgeted within each hiring department. Although the new contract contains more investigation items, technology advancements have reduced the cost of each background check.

**Legal Considerations:** The Law Department has reviewed and approved the contract as to form. The contract will be for one year with annual renewable options for four (4) years.

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

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council  
**SUBJECT:** Contract for Applicant Tracking Services  
**INITIATED BY:** Human Resources Department  
**AGENDA:** Consent Agenda

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**Recommendation:** Approve the contract extension.

**Background:** In October 2009, the City of Wichita began utilizing the services of NEOGOV, a web-based applicant tracking system. NEOGOV has for the last four years provided the organization with excellent customer service for all of our hiring needs.

**Analysis:** Recently, because of some outdated testing software, the Human Resources Department partnered with NEOGOV and their 3<sup>rd</sup> party vendor to update and enhance our testing software. This enhancement will aid us in providing the proper test for positions, thus allowing departments to interview the best qualified applicants. This computer based software is currently the same as the Sedgwick County Human Resources Office uses to test their applicants.

The contract for NEOGOV is scheduled to expire on August 31, 2014. However, due to this recent integration of the testing software, we would like to have this contract extended for an additional year.

**Financial Considerations:** The current contract was approved in 2009, with the only change reflecting the cost of the testing software, which is \$6,718 per year.

**Legal Considerations:** The Law Department has reviewed and approved the amended contract as to form. The contract will be for one year with no additional options.

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

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council

**SUBJECT:** Sidewalk Repair Assessment Program (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the assessments and place the ordinance on first reading.

**Background:** State law and City policy provide that sidewalk maintenance is the responsibility of abutting property owners. When sidewalk trip hazards are identified, property owners are required to repair the sidewalk as appropriate. Sidewalk repairs must be completed by a licensed contractor or the City's contractor. Property owners utilizing the City's contractor have the opportunity to spread the repair cost over a five-year period as a special assessment.

Sidewalks are condemned in all districts and listed in a logical order for the contractor to repair. The attached lists include sidewalk repairs completed in all districts.

**Analysis:** An ordinance has been prepared establishing authority to use special assessment funding for the repaired sidewalks.

**Financial Considerations:** Statements of Charges will be mailed to the property owners on August 22, 2014. Assessments paid within 30 days of the statement date are not charged interest. If unpaid, the principal and interest will be spread over a five-year period and placed on the 2015 tax roll.

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

**Attachments:** Property lists for special assessments and ordinance.

<u>Geo Code#</u>	<u>PIN #</u>	<u>Property Address</u>	<u>Total Cost</u>	<u>District</u>
A-19627	00559344	4200 block of N Meridian, E side of Meridian across from Bachman Drive	1567.60	6
D-59756	00540566	9802 W Westlakes Parkway	727.28	5
D-41365	00244106	12002 W Ridgepoint (on 119th)	590.00	5
D-41327	00244068	12009 W Autumn Ridge (on 119th)	583.76	5
D-41329	00244070	12017 W Autumn Ridge (on 119th)	282.16	5
D-41331	00244072	12025 W Autumn Ridge (on 119th)	174.00	5
D-37357	00239258	1530 N Coach House (on 119th)	178.16	5
D-35536	00237211	1503 N Pine Grove (on 119th)	402.80	5
D-35531	00237206	1533 N Pine Grove (on 119th)	174.00	5
D-39488-1	00242047	10404 W Central (on Maize)	868.52	5
D-37035	00238910	10330 W Central	278.00	5
D-27220	00228090	802 N Maize	169.84	5
D-34116	00235562	east side of Maize south of Harvest Lane	1205.68	5
D-34084	00235527	1135 N Denene (on Maize)	644.08	5
D-34083	00235526	1143 N Denene (on Maize)	1798.48	5
D-29635	00230675	1323 N Denene (on Maize)	254.08	5
D-29635-1	00230676	1325 N Denene (on Maize)	250.96	5
D-29626-2	00230663	10221 W 13th St N	163.60	5
D-29695	00230740	1396 N Valleyview (on 13th)	134.48	5
D-28755	00229752	10008 W Briarwood (on 13th)	413.20	5
D-26671	00227504	1356 N Murray Ct (on 13th)	390.32	5
D-26687	00227520	9324 W Briarwood (on 13th)	278.00	5
D-46296	00249275	1701 N Woodchuck (on 16th)	735.60	5
D-46295	00249274	1702 N Redbarn Circle (on 16th)	232.24	5
D-46283	00249262	1701 N Redbarn Circle (on 16th)	800.08	5
D-29002	00230006	9801 W 10th St N	1635.20	5
D-46282	00249261	8110 W 16th Ct N (on 16th)	280.08	5
D-46270	00249249	8158 W 16th Ct N (on 16th)	696.08	5
D-46269	00249248	8202 W 16th Ct N (on 16th)	694.00	5
D-46257	00249236	8250 W 16th Ct N (on 16th)	910.32	5
D-46256	00249235	1702 N Socora (on 16th)	488.08	5
D-46243	00249222	1701 N Socora (on 16th)	798.00	5
D-46230	00249209	8450 W 16th Ct N (on 16th)	280.08	5
D-46229	00249208	8502 W 16th Ct N (on 16th)	492.24	5
D-46217	00249196	8550 W 16th Ct N (on 16th)	610.80	5
D-46216	00249195	8602 W 16th Ct N (on 16th)	307.12	5
D-46204	00249182	8650 W 16th Ct N (on 16th)	486.00	5
D-25203	00226023	143 N Tyler	187.00	5
D-24762	00225557	116 N Tyler	309.20	5
D-24763	00225558	120 N Tyler	192.20	5
D-24766	00225561	166 N Tyler	283.20	5
D-09769	00210989	240 S West (on Maple)	565.04	4
D-02581	00201643	317 S Saint Clair	174.00	4
D-01671	00200644	331 S Elizabeth	227.59	4

D-01919	00200907	415 S Oak	500.72	4
D-01918	00200905	421 S Oak	142.80	4
D-01916	00200903	433 S Oak	348.72	4
D-01915	00200902	445 S Oak	170.00	4
D-01914	00200901	447 S Oak	404.88	4
D-01950	00200945	448 S Oak	228.08	4
D-01949	00200944	446 S Oak	507.00	4
D-05285	00205439	1015 W Stillwell	476.40	4
D-05299	00205452	815 W Stillwell	632.50	4
D-01109	00200009	607 S Richmond	454.80	4
D-01110	00200010	613 S Richmond	27.04	4
D-01136-1	00200045	626 S Richmond	773.04	4
D-01136	00200044	620 S Richmond	20.80	4
D-01135-2	00200043	614 S Richmond	261.36	4
D-01135-1	00200042	608 S Richmond	174.00	4
D-01134	00200041	602 S Richmond	174.00	4
D-08880	00209888	2703 W Walker (on Edwards)	153.20	4
D-08882	00209891	1305 S Edwards	153.20	4
D-08882-1	00209892	1309 S Edwards	153.20	4
D-08885	00209895	1331 S Edwards	155.28	4
D-08887	00209898	1349 S Edwards	398.64	4
D-08888	00209899	1351 S Edwards	935.28	4
D-08890	00209901	1353 S Edwards	153.20	4
D-32261	00233619	2460 S Meridian	207.80	4
D-13688	00214869	3121 S Glenn	234.32	4
D-64987	30003443	2515 S Seneca	850.00	4
D-64996	30003452	1215 W Pawnee	278.00	4
D-64990	30003451	1205 W Pawnee	348.72	4
B-08527-A	00128312	1010 E Kinkaid (on Washington)	236.40	3
B-08527-1A	00128314	2152 S Washington	242.64	3
B-08527	00128310	2142 S Washington	396.04	3
B-08526	00128306	2122 S Washington	182.50	3
B-08525-3	00128305	2116 S Washington	153.20	3
B-08525-2	00128304	2112 S Washington	342.48	3
B-08525	00128302	2102 S Washington	238.48	3
B-08524-1	00128301	2056 S Washington	238.48	3
B-085243-1	00128299	2046 S Washington	236.40	3
B-08522	00128296	2034 S Washington	142.80	3
B-08521-3	00128294	2022 S Washington	234.32	3
B-08521-2	00128293	2018 S Washington	267.60	3
B-08521	00128292	2006 S Washington	382.00	3
B-06057-1	00125385	2041 S Washington	250.96	3
B-06043	00125361	2151 S Washington	261.36	3
B-06043-1	00125362	2157 S Washington	240.56	3
B-09230	00129450	2342 S Pattie	618.24	3
B-09203	00129423	2341 S Pattie	155.28	3
B-09202	00129422	2335 S Pattie	153.20	3
B-09200	00129420	2325 S Pattie	153.20	3

B-09199	00129419	2321 S Pattie	562.38	3
B-09196	00129416	2303 S Pattie	236.40	3
B-09856	00130100	2238 S Pattie	402.80	3
B-09855	00130099	2232 S Pattie	402.80	3
B-09854	00130098	2228 S Pattie	236.40	3
B-09516	00129739	2218 S Pattie	155.28	3
B-09513	00129736	1301 E Kinkaid (on Pattie)	153.20	3
B-09509	00129732	2207 S Pattie	463.12	3
B-09844	00130089	2221 S Pattie	325.84	3
B-09845	00130090	2227 S Pattie	502.64	3
B-09846	00130091	2231 S Pattie	155.28	3
B-09847	00130092	2237 S Pattie	153.20	3
B-09849	00130094	2247 S Pattie	210.00	3
B-09850	00130095	2251 S Pattie	236.40	3
B-09851	00130096	2257 S Pattie	402.80	3
B-09501	00129724	2148 S Pattie	153.20	3
B-09456	00129680	2142 S Pattie	240.56	3
B-09455	00129679	2138 S Pattie	238.48	3
B-09453	00129677	2128 S Pattie	153.20	3
B-09450	00129674	2112 S Pattie	153.20	3
B-09465	00129689	1221 E Clark (on Pattie)	153.20	3
B-09464	00129688	2107 S Pattie	167.76	3
B-09463	00129687	2111 S Pattie	153.20	3
B-09461	00129685	2121 S Pattie	242.64	3
B-09460	00129684	2127 S Pattie	236.40	3
B-09458	00129682	2137 S Pattie	157.36	3
B-09446	00129670	2052 S Pattie	938.42	3
B-09445	00129669	2048 S Pattie	323.76	3
B-09441-1	00129666	2032 S Pattie	153.20	3
B-09440-1	00129665	2028 S Pattie	486.00	3
B-09476-1	00129700	1221 E Mt Vernon (on Pattie)	313.36	3
B-09474-1	00129698	2017 S Pattie	402.80	3
B-09473-1	00129697	2021 S Pattie	165.68	3
B-09471	00129695	2031 S Pattie	153.20	3
B-09470	00129694	2037 S Pattie	142.80	3
B-09468	00129692	2047 S Pattie	236.40	3
B-09467	00129691	2051 S Pattie	236.40	3
B-08784-2	00128760	1952 S Laura	151.12	3
B-08783-1	00128757	1938 S Laura	236.40	3
B-08782-1	00128754	1922 S Laura	352.50	3
B-08781	00128750	1902 S Laura	325.84	3
B-08474	00128235	1903 S Ida	486.00	3
B-08476	00128237	1909 S Ida	261.36	3
B-08478	00128239	1925 S Ida	278.00	3
B-08481	00128242	1933 S Ida	596.42	3
B-08482	00128243	1935 S Ida	377.84	3
B-08483	00128244	1937 S Ida	389.70	3
B-08484	00128245	1939 S Ida	20.80	3

B-08463	00128224	1811 S Ida	244.72	3
B-08467	00128228	1831 S Ida	153.20	3
B-08469	00128230	1845 S Ida	279.40	3
B-08470	00128231	1847 S Ida	136.56	3
B-08518	00128285	1846 S Ida	325.84	3
B-08511	00128278	1816 S Ida	153.20	3
B-08510	00128277	1812 S Ida	259.28	3
B-08508	00128274	vacant lot at the NE corner of Ida & Funston	415.28	3
B-08497	00128260	1646 S Ida	319.60	3
B-08496	00128259	1640 S Ida	544.24	3
B-08495	00128257	parking lot south of 1622 S Ida	944.80	3
B-08440-1	00128201	1611 S Ida	208.00	3
B-08442	00128203	1621 S Ida	757.00	3
B-08445	00128206	1635 S Ida	500.56	3
B-08446	00128207	1639 S Ida	246.80	3
B-08447	00128208	1647 S Ida	283.66	3
B-07922	00127564	1548 S Ida	889.36	3
B-07916	00127558	1519 S Ida	244.72	3
B-07923	00127565	vacant lot south of 1521 S Ida	319.60	3
B-07924	00127566	parking lot north of 1549 S Ida	684.64	3
B-07926	00127568	1549 S Ida	572.08	3
B-07927-1	00127570	1034 E Harry (on Ida)	319.60	3
B-07927	00127569	1028 E Harry St	215.60	3
B-08723	00128648	1009 E Harry St	322.12	3
B-08440	00128200	1023 E Harry St	226.00	3
C-12872	00158578	2134 E Rivera	182.50	1
C-12899	00158605	2115 E Rivera	236.40	1
C-12901	00158607	2127 E Rivera	234.32	1
C-36491	00181406	8225 E Tamarac	138.64	2
C-36492	00181407	8233 E Tamarac	219.76	2
C-36461	00181375	8250 E Tamarac	174.00	2
C-36462	00181376	8240 E Tamarac	174.00	2
C-36464	00181378	8220 E Tamarac	278.00	2
			Total	62235.49

Published In The Wichita Eagle on August 22, 2014

ORDINANCE NO. 49-811

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
N 50 FT OF S 100 FT OF LOT 4 BLOCK 8 KINKAID'S 2ND. ADD.	261.36
S 50 FT LOT 4 EXC ST BLOCK 8 KINKAID'S 2ND. ADD.	240.56
LOTS 34-36 EXC ST WASHINGTON AVE. LEVY ST. SUB.	250.96
S 21 FT LOT 67 & N 1/2 LOT 69 IDA AVE MC CORMICK'S ADD.	244.72
RES F MCCORMICK'S ADD.	889.36
LOTS 73-75 & N 1/2 LOT 77 IDA AVE MC CORMICK'S ADD.	319.60
S 1/2 LOT 77 ALL LOTS 79-81 IDA AVE MC CORMICK'S ADD.	684.64
LOTS 87-89 IDA AVE MC CORMICK'S ADD.	572.08
W 63.4 FT LOTS 91-93-95 IDA AVE. MC CORMICK'S ADD.	215.60
E 76.56 FT LOT 91-93-95 IDA AVE. MC CORMICK'S ADD.	319.60
LOTS 1-3-5 EXC E 56 FT 2 IN. LOT 1 & EXC E 56 FT 2 IN. N 11 FT LOT 3 IDA AVE RANSON & KAYS 3RD ADD	226.00
LOTS 7-9-11-13 IDA AVE RANSON & KAYS 3RD ADD	208.00
LOTS 15-17 IDA AVE RANSON & KAYS 3RD ADD	757.00
LOTS 27-29-31 IDA AVE RANSON & KAYS 3RD ADD	500.56
LOTS 33-35 IDA AVE RANSON & KAYS 3RD ADD	246.80
LOTS 37-39 IDA AVE RANSON & KAY 3RD ADD	283.66
LOTS 105-107 IDA AVE RANSON & KAYS 3RD ADD	244.72
LOTS 121-123 IDA AVE RANSON & KAYS 3RD ADD	153.20
LOTS 129-131 IDA AVE RANSON & KAYS 3RD ADD	279.40

LOTS 133-135 IDA AVE RANSON & KAYS 3RD ADD	136.56
LOTS 145-147 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	486.00
LOTS 153-155 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	261.36
LOTS 161-163 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	278.00
LOTS 173-175 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	596.42
LOTS 177-179 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	377.84
LOTS 181-183 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	389.70
LOTS 185-187 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	20.80
LOTS 28-30 EXC S 2 INCHES LOT 30 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	944.80
LOTS 32-34 & S 2 INCHES LOT 30 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	544.24
LOTS 36-38 EXC S 2 INCHES LOT 38 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	319.60

SECTION 2. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

W 90 FT LOT 98 & W 90 FT N 20 FT LOT 100 IDA AVE RANSON & KAY'S 3RD ADDITION	415.28
LOTS 106-108 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	259.28
LOTS 110-112 & VAC 10 FT OF ALLEY ADJ RANSON & KAY'S 3RD ADD	153.20
LOTS 140-142-144 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	325.84
EVEN LOTS 2 TO 12 INC WASHINGTON AVE. CAMPBELL'S ADD.	382.00
LOTS 14-16 WASHINGTON AVE CAMPBELL'S ADD.	267.60
LOTS 18-20 WASHINGTON AVE CAMPBELL'S ADD.	234.32
LOTS 26-28 WASHINGTON AVE. CAMPBELL'S ADD.	142.80
LOTS 38-40 WASHINGTON AVE CAMPBELL'S ADD.	236.40
LOTS 46-48 WASHINGTON AVE. CAMPBELL'S ADD.	238.48
LOTS 50-52 WASHINGTON AVE CAMPBELL'S ADD.	238.48
LOTS 58-60 WASHINGTON AVE CAMPBELL'S ADD.	342.48
LOTS 62-64 WASHINGTON AVE CAMPBELL'S ADD.	153.20
LOTS 66-68 WASHINGTON AVE CAMPBELL ADD	182.50
LOTS 82-84 WASHINGTON AVE CAMPBELL'S ADD.	396.04
LOTS 94-96 WASHINGTON AVE CAMPBELL ADD	236.40
LOTS 90-92 WASHINGTON AVE. CAMPBELL'S ADD.	242.64
LOTS 22-23-24 WAYSIDE SUB.	322.12

LOTS 2-4-6 LAURA AVE WALTER MORRIS & SON'S 5TH. ADD.	325.84
LOTS 18-20 LAURA AVE WALTER MORRIS & SON'S 5TH. ADD.	352.50
LOTS 30-32 LAURA AVE. WALTER MORRIS & SON'S 5TH. ADD.	236.40
LOTS 42-44 LAURA AVE WALTER MORRIS & SONS 5TH. ADD.	151.12
LOT 1 BLOCK 1 WOMER-GREER'S 1ST. ADD.	236.40
LOT 7 BLOCK 1 WOMER-GREER'S 1ST. ADD.	562.38
LOT 9 BLOCK 1 WOMER-GREER'S 1ST. ADD.	153.20
LOT 13 BLOCK 1 WOMER-GREER'S 1ST. ADD.	153.20
LOT 15 BLOCK 1 WOMER-GREER'S 1ST. ADD.	155.28
LOT 16 BLOCK 2 WOMER-GREER'S 1ST. ADD.	618.24
LOT 5 KING-MICHAELSEN ADD.	486.00
LOT 6 KING-MICHAELSEN ADD	153.20

SECTION 3. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 9 KING-MICHAELSEN ADD.	323.76
LOT 10 KING-MICHAELSEN ADD.	938.42
LOT 14 KING-MICHAELSEN ADD.	153.20
LOT 17 KING-MICHAELSEN ADD.	153.20
LOT 19 KING-MICHAELSEN ADD.	238.48
LOT 20 KING-MICHAELSEN ADD.	240.56
LOT 22 KING-MICHAELSEN ADD.	157.36
LOT 24 KING-MICHAELSEN ADD.	236.40
LOT 25 KING-MICHAELSEN ADD.	242.64
LOT 27 KING-MICHAELSEN ADD.	153.20
LOT 28 KING-MICHAELSEN ADD.	167.76
LOT 29 KING-MICHAELSEN ADD.	153.20
LOT 31 KING-MICHAELSEN ADD.	236.40
LOT 32 KING-MICHAELSEN ADD.	236.40
LOT 34 KING-MICHAELSEN ADD.	142.80
LOT 35 KING-MICHAELSEN ADD.	153.20
LOT 37 KING-MICHAELSEN ADD.	165.68
LOT 38 KING-MICHAELSEN ADD.	402.80
LOT 40 KING-MICHAELSEN ADD.	313.36
RESERVE C KING-MICHAELSEN ADD.	153.20
LOT 8 KING-MICHAELSEN 2ND. ADD.	463.12
LOT 12 KING-MICHAELSEN 2ND. ADD.	153.20

LOT 15 KING-MICHAELSEN 2ND. ADD.	155.28
LOT 6 KING-MICHAELSEN 4TH. ADD.	325.84
LOT 7 KING-MICHAELSEN 4TH. ADD.	502.64
LOT 8 KING-MICHAELSEN 4TH. ADD.	155.28
LOT 9 KING-MICHAELSEN 4TH. ADD.	153.20
LOT 11 KING-MICHAELSEN 4TH. ADD.	210.00
LOT 12 KING-MICHAELSEN 4TH. ADD.	236.40
LOT 13 KING-MICHAELSEN 4TH. ADD.	402.80

SECTION 4. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 15 KING-MICHAELSEN 4TH. ADD.	236.40
LOT 16 KING-MICHAELSEN 4TH. ADD.	402.80
LOT 17 KING-MICHAELSEN 4TH. ADD.	402.80
LOT 22 BLOCK 9 SCHWEITER'S 9TH. ADD.	182.50
LOT 2 BLOCK 11 SCHWEITER'S NINTH ADD.	236.40
LOT 4 BLOCK 11 SCHWEITER'S NINTH ADD.	234.32
LOT 7 BLOCK 2 BROOKHOLLOW FIRST ADD.	174.00
LOT 8 BLOCK 2 BROOKHOLLOW FIRST ADD.	174.00
LOT 10 BLOCK 2 BROOKHOLLOW FIRST ADD.	278.00
LOT 4 BLOCK 5 BROOKHOLLOW FIRST ADD.	138.64
LOT 5 BLOCK 5 BROOKHOLLOW FIRST ADD.	219.76
LOTS 363-365 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	454.80
LOTS 367-369 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	27.04
LOTS 356-358 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	174.00
LOTS 360-362 RICHMOND AVE. MARTINSON'S 5TH. ADD.	174.00
LOT 364 & N 25 FT LOT 366 RICHMOND AVE MARTINSON'S 5TH. ADD.	261.36
S 50 FT N 75 FT LOT 366 RICHMOND AVE. MARTINSON'S 5TH. ADD.	20.80
LOT 366 EXC N 75 FT RICHMOND AVE. MARTINSON'S 5TH. ADD.	773.04
LOTS 15-16 BLOCK 16 JUNCTION TOWN CO. ADD.	227.59
LOT 25 & S 12 1/2 FT LOT 27 KAEISER'S ADD.	404.88
N 37 1/2 FT LOT 27 KAEISER'S ADD.	170.00
LOT 29 KAEISER'S ADD.	348.72
LOT 33 EXC S 1 FT KAEISER'S ADD.	142.80
LOT 35 KAEISER'S ADD.	500.72
N 44.5 FT S 86 FT LOT 51 KAEISER'S 2ND. ADD.	507.00
S 37 1/2 FT LOT 51 & N1/2 VAC ALLEY ADJ ON S KAEISER'S 2ND. ADD.	228.08

LOT 5 ST. CLAIR AVE. MAPLE ST. ADD.	174.00
ODD & EVEN LOTS 1 TO 13 INC & 1/2 VAC ALLEY ON W & 1/2 VAC ST ON E BLOCK 7 FRANKLIN YIKE ADDITION EXEMPT 2146-85-TX	476.40
LOTS 20 TO 32 INC & 1/2 VAC ALLEY ON E & 1/2 VAC ST ON W BLOCK 9 FRANKLIN YIKE ADD. EXEMPT 2146-85-TX	632.50
LOTS 97-99 & N 20 FT LOT 101 SIMMONS AVE. RICHMOND'S 3RD. ADD.	153.20

SECTION 5. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

S 5 FT LOT 101 & ALL LOTS 103-105-107 SIMMONS AVE RICHMONDS 3RD. ADD.	153.20
LOTS 109-111 SIMMONS ST. RICHMOND'S 3RD. ADD.	153.20
LOTS 121-123-125 & LOT 127 EXC S 8 FT THEREOF EDWARDS AVE. RICHMONDS 3RD. ADD.	155.28
LOTS 129-131 SIMMONS ST. RICHMOND'S 3RD. ADD.	398.64
LOT 133 SIMMONS ST. RICHMOND'S 3RD. ADD.	935.28
LOTS 137-139 EDWARDS AVE RICHMONDS 3RD. ADD.	153.20
LOT 26 EXC N 20 FT & LOTS 27-28-29 BLOCK 2 WESTBOROUGH ADD	565.04
LOT 19 BLOCK 21 2ND. ADD. TO SOUTHWEST VILLAGE	234.32
LOT 10 PARK ACRES ADD.	309.20
LOT 11 PARK ACRES ADD.	192.20
LOT 14 EXC W 20 FT FOR ST PARK ACRES ADD.	283.20
LOT 2 WOOD'S REPLAT ADD.	187.00
LOT 5 BLOCK 2 WESTLINK VILLAGE FIFTH ADD.	390.32
LOT 21 BLOCK 2 WESTLINK VILLAGE 5TH ADD	278.00
LOT 5 BLOCK 1 TOH-N-HAH VILLAGE ADD.	169.84
LOT 9 BLOCK 1 WESTLINK VILLAGE EIGHTH ADD.	413.20
LOT 6 BLOCK 10 WESTLINK VILLAGE 9TH. ADD.	1635.20
E 120 FT LOT 5 BLOCK 1 WESTLINK VILLAGE 10TH. ADD.	163.60
LOT 14 EXC N1/2 BLOCK 1 WESTLINK VILLAGE 10TH. ADD.	254.08
N1/2 LOT 14 BLOCK 1 WESTLINK VILLAGE 10TH. ADD.	250.96
LOT 1 BLOCK 4 WESTLINK VILLAGE 10TH ADD.	134.48
W 230 FT LOT 1 MERIDIAN CENTER ADD.	207.80
LOT 2 BLOCK 2 WESTLINK LAKES ESTATE ADD.	1798.48
LOT 3 BLOCK 2 WESTLINK LAKES ESTATE ADD.	644.08
RESERVE A WESTLINK LAKES ESTATE ADD.	1205.68
LOT 21 BLOCK 7 ECHO HILLS ADD.	174.00
LOT 26 BLOCK 7 ECHO HILLS ADD.	402.80

LOT 2 BLOCK 1 REGENCY PLAZA ADDITION	278.00
LOT 5 BLOCK B CEDAR PARK CHATEAUX ADD.	178.16
THAT PART LOT 1 BEG SE COR W 175 FTSWLY 76.93 FT N 275.99 FT E 261.17 FT TO E LI SWLY 75.83 FT S 175 FT TO BEG TIMBER GROVE LAKES ADD.	868.52

SECTION 6. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 1 BLOCK 1 AUTUMN RIDGE ADD.	583.76
LOT 3 BLOCK 1 AUTUMN RIDGE ADD.	282.16
LOT 5 BLOCK 1 AUTUMN RIDGE ADD.	174.00
LOT 39 BLOCK 1 AUTUMN RIDGE ADD.	590.00
LOT 1 BLOCK 1 SOCORA VILLAGE ADD.	486.00
LOT 13 BLOCK 1 SOCORA VILLAGE ADD.	307.12
LOT 14 BLOCK 1 SOCORA VILLAGE ADD.	610.80
LOT 26 BLOCK 1 SOCORA VILLAGE ADD.	492.24
LOT 27 BLOCK 1 SOCORA VILLAGE ADD.	280.08
LOT 40 BLOCK 1 SOCORA VILLAGE ADD.	798.00
LOT 7 BLOCK 2 SOCORA VILLAGE ADD.	488.08
LOT 8 BLOCK 2 SOCORA VILLAGE ADD.	910.32
LOT 20 BLOCK 2 SOCORA VILLAGE ADD.	694.00
LOT 21 BLOCK 2 SOCORA VILLAGE ADD.	696.08
LOT 33 BLOCK 2 SOCORA VILLAGE ADD.	280.08
LOT 34 BLOCK 2 SOCORA VILLAGE ADD.	800.08
LOT 46 BLOCK 2 SOCORA VILLAGE ADD.	232.24
LOT 47 EXC N 5 FT BLOCK 2 SOCORA VILLAGE ADD.	735.60
RESERVE B FOX RIDGE ADD.	727.28
RESERVE A HARBOR ISLE SOUTH ADD	1567.60
LOT 1 BLOCK A WESTWAY 2ND ADDITION	850.00
LOT 9 BLOCK A WESTWAY 2ND ADDITION	348.72
LOT 10 BLOCK A WESTWAY 2ND ADDITION	278.00

SECTION 7. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2015**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized

by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 8. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **19th** day of **August, 2014**.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

Approved as to form:

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Sharon Dickgrafe Interim Director of Law

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council

**SUBJECT:** Funding for HOME Program Administration

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Approve the transfer of \$23,475 from program income receipts, to support HOME program administration costs.

**Background:** On June 18, 2013, the City Council approved final allocations under the 2013-2014 fifth program year action plan funding process, which included a total of \$122,790 for HOME Investment Partnerships (HOME) Program administration costs. On the same date the Council approved supplemental funding for HOME Program Administration from 2013-2014 funding made available from program income receipts, in the amount of \$22,359. On May 6, 2014, the Council approved \$122,790 for HOME Program administration costs as part of the 2014-2015 first program year action plan. HOME funds are provided by the U.S. Department of Housing and Urban Development (HUD).

**Analysis:** The HOME program is operated without financial assistance from the City's General Fund. Federal regulations allow a maximum of 10% of the annual allocation and 10% of program income, to be designated for program administration. Historically, the HOME program has had to access program administration funds from program income to cover all costs. Program income is received from loan repayments from homebuyers who utilize the HOME program for down payment and closing costs and repayments from Community Housing Development Organizations (CHDOs) that receive housing development subsidy loans.

**Financial Considerations:** Program administration includes staff salaries/benefits for 1.65 full time equivalent positions, the City's indirect administration charges, information technology, building rent and office supplies. Administrative costs incurred for the HOME Program during the 2013-2014 program year were \$131,112, and are estimated to be \$152,078 during the 2014-2015 program year. Funding in the amount of \$23,475 is available for HOME program administration from 2013-2014 program income receipts. In addition to this requested transfer, \$14,037 in remaining HOME Program administration funding will be carried over and will supplement the annual allocations in order to cover future HOME Program administration expenses. Unspent funding for HOME Program administration may be carried forward into future years in which the City's HOME Program grants could be reduced and/or program income receipts decline.

**Legal Considerations:** The Law Department reviewed and approved the transfer as to form.

**Recommendations/Actions:** It is recommended that the City Council transfer \$23,475 from program income receipts, to support HOME program administration costs.

**Attachments:** None.

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council

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

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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

**Background:** On May 6, 2014, the City Council approved final allocations under the 2014-2015 first program year action plan which included \$50,000 of HOME Investment Partnerships Program (HOME) funds for operational support for City-designated Community Housing Development Organizations (CHDOs).

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

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

**Financial Considerations:** Funding for these allocations will come from the 2014-2015 HOME Grant.

**Mennonite Housing Rehabilitation Services (MHRS) is recommended to receive \$25,000.** This allocation will partially fund the MHRS Project Manager's salary to oversee the following HOME-funded programs: 2013 and 2014 CHDO set-aside Neighborhood Homes projects, Boarded-up House projects, and single-family development projects funded under the Housing Development Loan Program. MHRS has funding sufficient to produce four units of housing with 2014 CHDO set-aside funding.

**Power CDC is recommended to receive \$25,000.** This allocation will partially fund the salary and benefits for the Executive Director to oversee the following HOME-funded programs: 2012 and 2013 CHDO set-aside single-family housing projects, Boarded-up House projects, and single-family development projects funded under the Housing Development Loan Program. Power CDC has funding sufficient to produce five units of housing with 2012 and 2013 CHDO set-aside funding.

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

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

**Attachments:** Funding agreements.

GRANT AGREEMENT

Between

**THE CITY OF WICHITA  
HOUSING SERVICES DEPARTMENT**

A

PARTICIPATING JURISDICTION

And

**Mennonite Housing Rehabilitation Services, Inc.  
(The Agency)**

A

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

**Operating Support Funding  
2014-2015**

HOME Investment Partnerships  
Program

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

No. \_\_\_\_\_

**AGREEMENT**

THIS CONTRACT, dated the 12th day of August, 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 Mennonite Housing Rehabilitation Services, Inc. (hereinafter referred to as the "Agency").

WITNESSETH THAT:

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

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

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

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

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

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

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

**SECTION 2. TIME OF PERFORMANCE.** The services of the Agency are to begin August 12, 2014, and end no later than December 31, 2015 and shall be undertaken to accomplish the purposes of this contract.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

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

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

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

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

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

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

SECTION 5. DISCRIMINATION.

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

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

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

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

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

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

##### B. Assurance of Compliance.

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

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

3. The Agency agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where

both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

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

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

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

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

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

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

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

#### SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

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

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

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

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

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

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

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

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

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

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

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

SECTION 12. PAYMENTS.

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

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

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

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

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

SECTION 14. AMENDMENTS.

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

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

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

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

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

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

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

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

- (a) Agency is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Agency's financial management systems shall provide for the following:
  - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the Agency shall not be required to establish an accrual accounting system. The Agency may develop such accrual data for reports on the basis of an analysis of the documentation on hand.
  - (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
  - (3) Effective control over and accountability for all funds, property and other assets. The Agency shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
  - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
  - (5) Written procedures to minimize the time elapsing between the transfer of funds to the Agency from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Agency. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

**Mennonite Housing Rehabilitation Services, Inc.  
(the Agency)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Date

**CITY OF WICHITA, at the Direction of the City Council**

By \_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Sharon L. Dickgrafe  
Interim Director of Law and City Attorney

\_\_\_\_\_  
Date

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

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

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
  
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**Exhibit B**

PERFORMANCE CRITERIA  
AND  
CONTRACT OBJECTIVES

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

HOME operating funds in the amount of \$25,000 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, dated September 16, 1996 as amended, as specifically outlined at 24 CFR 92.208.

I. Administration

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

A. Funding

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

B. Budget

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

Professional Services; Salaries Support	<u>\$25,000.00</u>
TOTAL	\$25,000.00

C. Method of Payment

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

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

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

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

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

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

#### D. Records and Reports

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

2. **The Agency will provide, for the year ending June 30 of each year, beginning June 30, 2015, and for each year this contract is in effect, an annual report of the HOME funded portion of the program.** The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on **July 10** of each year during the contract term.

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

## II. Other Program Requirements

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

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

### III. Program Evaluation

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

**BUDGET**

Professional Services; Salaries Support	<u>\$25,000.00</u>
TOTAL	\$25,000.00

GRANT AGREEMENT

Between

**THE CITY OF WICHITA  
HOUSING SERVICES DEPARTMENT**

A

PARTICIPATING JURISDICTION

And

**Power CDC, Inc.  
(The Agency)**

A

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

**Operating Support Funding  
2014-2015**

HOME Investment Partnerships  
Program

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

No. \_\_\_\_\_

**AGREEMENT**

THIS CONTRACT, dated the 12th day of August, 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 Power CDC, Inc. (hereinafter referred to as the "Agency").

WITNESSETH THAT:

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

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

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

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

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

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

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

**SECTION 2. TIME OF PERFORMANCE.** The services of the Agency are to begin August 12, 2014, and end no later than December 31, 2015 and shall be undertaken to accomplish the purposes of this contract.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

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

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

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

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

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

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

SECTION 5. DISCRIMINATION.

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

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

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

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

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

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

##### B. Assurance of Compliance.

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

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

3. The Agency agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where

both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

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

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

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

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

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

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

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

#### SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

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

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

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

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

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

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

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

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

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

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

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

SECTION 12. PAYMENTS.

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

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

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

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

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

SECTION 14. AMENDMENTS.

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

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

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

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

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

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

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

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

- (a) Agency is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Agency's financial management systems shall provide for the following:
  - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the Agency shall not be required to establish an accrual accounting system. The Agency may develop such accrual data for reports on the basis of an analysis of the documentation on hand.
  - (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
  - (3) Effective control over and accountability for all funds, property and other assets. The Agency shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
  - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
  - (5) Written procedures to minimize the time elapsing between the transfer of funds to the Agency from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Agency. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

**Power CDC, Inc.  
(the Agency)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Date

**CITY OF WICHITA, at the Direction of the City Council**

By \_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Sharon L. Dickgrafe  
Interim Director of Law and City Attorney

\_\_\_\_\_  
Date

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

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

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**Exhibit B**

PERFORMANCE CRITERIA  
AND  
CONTRACT OBJECTIVES

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

HOME operating funds in the amount of \$25,000 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, dated September 16, 1996 as amended, as specifically outlined at 24 CFR 92.208.

I. Administration

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

A. Funding

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

B. Budget

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

Professional Services; Salaries Support	<u>\$25,000.00</u>
TOTAL	\$25,000.00

C. Method of Payment

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

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

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

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

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

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

#### D. Records and Reports

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

2. **The Agency will provide, for the year ending June 30 of each year, beginning June 30, 2015, and for each year this contract is in effect, an annual report of the HOME funded portion of the program.** The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on **July 10** of each year during the contract term.

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

## II. Other Program Requirements

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

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

### III. Program Evaluation

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

**BUDGET**

Professional Services; Salaries Support	<u>\$25,000.00</u>
TOTAL	\$25,000.00

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council

**SUBJECT:** HOME Program: Housing Development Loan Program Funding  
(Districts I and VI)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

**Background:** On June 18, 2013, the City Council approved final allocations from 2013-2014 fifth program year action plan funding which included \$147,637 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP provides subsidies for infill housing projects, supports the development of real estate that is idle or underutilized and provides needed housing for underserved populations. Funding may be provided to 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) and 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 (between \$40,000 and \$50,000) 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.

All homes constructed with HOME funding provided through the HDLP must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing cost assistance loans through the City's HOMEownership 80 Program.

Mennonite Housing Rehabilitation Services, Inc. (MHRS) has submitted an application for HDLP funds to finance development of single-family homes located at 1954 N. Ash, 2833 N. Park Place and 2837 N. Park Place. MHRS is a City-designated, non-profit, Community Housing Development Organization (CHDO). Newly constructed homes will feature a basement and a two-car garage.

The HOME program requires an environmental review prior to the start of a HOME-funded project. Environmental review conditions for houses to be constructed in existing neighborhoods typically include design requirements, such as side-load garages at the rear of house structures, covered front porches, and requirements for the installation of radon systems. In addition, homes constructed with HOME funding must comply with the 2012 International Energy Conservation Code, which exceeds building code requirements for the City of Wichita. These requirements add to the cost of construction and when

combined with predominant values in the neighborhood, increase the subsidy that is required in order to develop new single-family housing.

**Financial Considerations:** All but \$10,780 from the 2013-14 allocation has been expended. However, funding is available from loan repayments from homebuyers who have received down payment and closing costs assistance, repayments from CHDOs and other developers that received housing development subsidy loans, and funding remaining from completed projects. Use of those funds is allowable for approved projects and staff proposes an allocation of \$141,650 for the proposed project, which will be provided in the form of zero-interest, forgivable participation construction loans. A local bank will provide a construction loan equivalent to 70% to 75% of the appraised value of each home to be constructed. The total cost of the proposed project is estimated to be \$432,950. No General Funds will be associated with this development.

**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.

**Attachments:** Funding agreement.

FUNDING AGREEMENT

Between

**THE CITY OF WICHITA  
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

A  
PARTICIPATING JURISDICTION

And

**Mennonite Housing Rehabilitation Services, Inc.,**

**A Community Housing Development Organization/Non-Profit Housing Developer**

HOME Investment Partnerships  
Program

2010 and 2012 Re-allocated 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 **August 12, 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 Mennonite Housing Rehabilitation Services, Inc. (MENNONITE HOUSING, a Community Housing Development Organization/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 \$141,650.00 as referenced in Exhibit B. Contract payments above \$141,650.00 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.

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

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

**Mennonite Housing Rehabilitation Services, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of MHRS 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  
Interim Director of Law and City Attorney

\_\_\_\_\_  
Date

**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 Mennonite Housing Rehabilitation Services, Inc., hereinafter referred to as the "City" and "Developer" (or MHRS) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$141,650 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

2833 N. Park Place, Wichita, Kansas

2837 N. Park Place, Wichita, Kansas

1954 N. Ash, Wichita, Kansas

A single-family home is to be constructed on each site. The single-family homes must be sold to income-eligible owner-occupant buyers. If any of the single-family homes are not sold as described, within a period of six (6) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) 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 MHRS President/C.E.O. will supervise operations and administration on a day-to-day basis. The MHRS 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 \$141,650, 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 **\$141,650.00** 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.)

\$ 141,650.00

TOTAL

\$ 141,650.00

- 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 MHRS 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. MHRS 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 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 “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 2013 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, 2013, 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 MHRS (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.

**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.)

\$ 141,650.00

TOTAL

\$ 141,650.00

**DEVELOPMENT BUDGET**

**Per Unit Cost (Prepare for One Unit)**

(A) Site Acquisition Cost	6,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	120,000.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	4,000.00
(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)	1,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	131,500.00
(G) Plus: Developer Fee ( <u>  10  </u> % ) of (F)	13,150.00
(H) Total Per-Unit Cost (F + G)	143,650.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	93,650.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	4,500.00
<b>Project Subsidy Required, per unit (H – I – J)</b>	<b>46,500.00</b>

Number of Units to be Developed   3  

Total Amount of Funding Requested (Number of Units to be Developed   3   Project Subsidy Required Per Unit)   \$141,650  

Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

<u>Sources</u>	<u>Amount</u>	<u>Uses</u>	<u>Amount</u>
Construction Financing	225,000.00	Acquisition Costs	17,000.00
12	0.00	Project “Soft” Costs	12,000.00
HOME (Gap) Financing	141,650.00	Construction Costs	360,000.00
Repayment of Subsidy Loans	66,300.00	Site Improvements	4,500.00
		Developer Fee	39,450.00
<b>TOTAL</b>	<b>432,950.00</b>	<b>TOTAL</b>	<b>432,950.00</b>

**City of Wichita  
City Council Meeting  
August 12, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Purchase Order Change for Purchase of Buses (All Districts)

**INITIATED BY:** Wichita Transit

**AGENDA:** Consent

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**Recommendation:** Approve the amended purchase order of six 35-foot and four 40-foot, diesel engine low-floor buses from the Gillig LLC.

**Background:** Wichita Transit operates a fleet of 56 buses and trolleys. In 2014, twenty-five 35-foot buses are eligible for replacement. These vehicles have been included in Wichita Transit's fleet replacement schedule and the City's adopted capital improvement program.

**Analysis:** The useful life expectancy for 35-foot and 40-foot transit vehicles has been established by the Federal Transit Administration (FTA) as 12 years. Replacement of buses that are beyond their useful life will result in better control over maintenance costs and improvement in service dependability.

Wichita Transit has received approval from the City Council on July 8, 2014, to execute a grant from the FTA to purchase up to ten buses. The original purchase order was for ten 35-foot buses. Staff is requesting to amend this purchase order to purchase six 35-foot buses four 40-foot buses. This amended purchase order would result in a \$16,080 price difference. In addition, Wichita Transit has an approved bus procurement contract with Gillig LLC to purchase up to 50 buses over a five-year period. The current delivery time for this bus order is 12 months. Wichita Transit would not receive delivery of these new buses until July of 2015.

**Financial Consideration:** The cost per vehicle for this procurement is \$427,246 for a 35-foot bus and \$431,446 **for a 40-foot bus**. The total cost to acquire ten buses with the necessary enhancements is \$4,289,260. The funding breakdown for this procurement is \$3,560,085 Federal portion (83%) and \$729,174 (17%) local match. The local match will be funded with general obligation bonds. This acquisition is included in the City's 2011-2020 Adopted Capital Improvement Program for 2014.

**Legal Consideration:** The City's Law Department has reviewed and approved the procurement as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the selection of the Gillig LLC for the purchase of ten buses and to authorize the Purchasing Manager to execute a purchase order.

**Attachments:** None.

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council

**SUBJECT:** Approval of Local Match for Federal Transit Administration Ladders of Opportunity Initiative

**INITIATED BY:** Wichita Transit Department

**AGENDA:** Consent

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**Recommendation:** Approve the provision of the local match and authorize submission of the grant.

**Background:** On June 6, 2014, the Federal Transit Administration (FTA) released a Notice of Funding Availability (NOFA) for the Ladders of Opportunity Initiative. The funds may be used to modernize and expand transit bus service specifically for the purpose of connecting disadvantaged and low-income individuals, veterans, seniors, youths, and others with local workforce training, employment centers, health care, and other vital services. The Initiative will invest in projects that fulfill the following principles: (1) enhance access to work, (2) provide more transportation options, (3) support existing communities, (4) support economic opportunities, and (5) support partnerships. Projects eligible for funding are capital projects such as purchase of buses and vans.

In the summer of 2014, the Wichita Area Metropolitan Planning Organization (WAMPO) issued a request for proposals (RFP) regarding a feasibility study for a regional vanpool program. Part of this study is to develop and implement a pilot vanpool program to be marketed to regional businesses and administered by the Wichita Transit Department. The vanpool pilot project would provide vans to regional businesses for use by their employees. The employees would then group together and form the vanpools with their own driver, routes and schedule. The implementation of a vanpool program will improve regional mobility and connectivity in order to provide better access to employment.

The Wichita Transit Department submitted an application for Ladders of Opportunity funding assistance to purchase 12 vans for the pilot program. The application was supplemented with letters of support from WAMPO, the Kansas Department of Transportation, the Workforce Alliance of South Central Kansas and BG Products, Inc. Part of the application called for support documentation for provision of the local match. Costs for approved projects would be shared at 80% Federal and 20% local contribution. Support documentation is typically a reference to governing body action approving a local match if funds are awarded. Due to timing constraints, Transit Department staff was not able to present the opportunity and request approval of the provision of a local match before the August 4, 2014 application deadline. The submitted application stated that City Council approval would be sought at the August 12, 2014 regular session and documentation of the action would be provided if the match was approved.

**Analysis:** The pilot vanpool project aligns with the Ladders of Opportunity Initiative priorities. The results of the vanpool project, in conjunction with the feasibility study from WAMPO, will provide the context necessary to develop a vanpool program appropriate for the region.

Implementation of the pilot vanpool project is a planned item as part of the WAMPO feasibility study and (if awarded) the Ladders of Opportunity funding assistance would provide a substantial influx of capital for project implementation. Approval of the local match provision is not a guarantee that FTA Ladders of Opportunity funding assistance will be awarded, but failing to approve the local match will disqualify the project from award consideration.

**Financial Considerations:** The project budget as submitted to the FTA as part of the Ladders of Opportunity Initiative is as follows:

<b>Description</b>	<b>Quantity</b>	<b>Federal Amount</b>	<b>Local Match</b>	<b>Total Cost</b>
• Minivans	12	\$288,000	\$72,000	\$360,000
• Project Management	1	\$16,000	\$4,000	\$20,000
• Contract Preparation, licensing, etc.	1	\$4,000	\$1,000	\$5,000
• Educational/promotional materials	1	\$12,000	\$3,000	\$15,000
• Driver training and orientation	1	\$4,000	\$1,000	\$5,000
	<b>TOTAL:</b>	<b>\$324,000</b>	<b>\$81,000</b>	<b>\$405,000</b>

The total City contribution will come to \$81,000 if the City Council approves the provision of the local match and if the FTA awards the project funding assistance. Funding for the local match will be made available from the Transit Department operating budget.

**Legal Considerations:** The Law Department reviewed and approved the Ladders of Opportunity Initiative as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the local match of 20% of the project total upon FTA approval and retroactive submission of the grant application.

**Attachments:** Grant application and letters of support



Secretary Anthony Foxx  
U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Dear Secretary Foxx:

I am writing this letter to provide support documentation of a local match for the Ladders of Opportunity Initiative funding opportunity.

Ongoing efforts by the Wichita Transit Department and the Wichita Area Metropolitan Planning Organization regarding a feasibility study for a regional vanpool program demonstrate our community's conformance with the Ladders of Opportunity policy priorities.

The approval of the local match will ultimately be the responsibility of the Wichita City Council. Due to timing constraints, approval cannot be provided until the August 12<sup>th</sup> City Council session. I strongly support the efforts of the Wichita Transit Department to establish a regional vanpool service and will recommend final approval of the local match at that time. The City of Wichita will provide documentation of final approval upon City Council action. The necessary funds are available and can be dedicated upon approval.

Sincerely,

City Manager Robert Layton  
City of Wichita  
455 N. Main, 13<sup>th</sup> Floor  
Wichita, KS 67202

**City Manager's Office**

City Hall • 13th Floor • 455 North Main • Wichita, Kansas 67202-1667

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311



*Serving Employers and Job Seekers in  
Butler, Cowley, Harper, Kingman, Sedgwick & Sumner Counties*

August 1, 2014

To Whom it May Concern,

The Workforce Alliance of South Central Kansas (WA) supports the Wichita Transit proposal for Ladders of Opportunity funding for a regional van pool project. The WA is the Local Workforce Investment Board for Kansas Local Area IV, which includes the counties of Butler, Cowley, Harper, Kingman, Sedgwick, and Sumner in South Central Kansas. The WA is a connection point for employers in the region and job seekers, many of whom are veterans, low-income, seeking training and job placement services and assistance, or seniors wishing to return to the workplace.

A regional van pool program would be of value and assistance to employers and employees in South Central Kansas. The Wichita Metropolitan Statistical Area (MSA) is unique in its centralized location, and has several smaller employment centers, many of them manufacturing and part of the aerospace industry supply chain, located in surrounding communities and counties within a 50 mile radius. Employers in these outlying areas have noted difficulty in recruiting from the Wichita MSA due to the lack of transit options serving their area. A regional van pool opportunity could benefit these employers and employees alike, who would save on fuel and other related transportation costs by participating in the program.

The Workforce Alliance's primary customers are employers, and WA would be pleased to facilitate meetings with its business customers to introduce the concept of the Wichita Transit van pool program, both as a pilot and as it potentially expands and grows in the South Central Kansas region.

The Workforce Alliance looks forward to partnering with Wichita Transit in implementing the van pool project funded through Ladders of Opportunity. Please feel free to contact me for further information requests and details.

Respectfully,

A handwritten signature in black ink, appearing to read "Keith Lawing".

Keith Lawing  
President and Chief Executive Officer  
Workforce Alliance of South Central Kansas, Inc.



**BG Products, Inc.**

ADMINISTRATIVE OFFICES: 740 S. Wichita St. • Wichita, KS 67213

MAILING ADDRESS: P.O. BOX 1282 • Wichita, KS 67201

SHIPPING ADDRESS: 701 S. Wichita St. • Wichita, KS 67213

TELEPHONE: 316-265-2686 • TOLL FREE: 800-961-6228 • FAX 316-265-1082 • EMAIL: office@bgprod.com • WEB: bgprod.com

July 31, 2014

RE: Ladders of Opportunity funding for a Regional Vanpool Plan

To Whom It May Concern:

BG Products, Inc. supports the Wichita Transit proposal for Ladders of Opportunity funding for a regional van pool project. BG Products, Inc. is a locally owned company with locations in both Wichita and El Dorado, Kansas.

A regional van pool program would be of value and assistance to several employers and employees within the area, including our employees. We have had a large percentage of employees commuting back and forth between Wichita and El Dorado since our new manufacturing facility opened back in 2013. The Regional Vanpool Plan would offer several benefits to frequent users, such as; savings in one's budget, opened job opportunities to those without their own transportation, less stress due to traffic congestion, and it is better for the environment.

In conclusion, BG Products, Inc. fully supports the efforts of the Wichita transit proposal for Ladders of Opportunity funding for a regional van pool designed to target employees of large employers in the Wichita metro area to provide an opportunity for those without a job, and those with a job, to get to work on a daily basis.

If I can answer any questions or provide additional information, please do not hesitate to contact me.

Sincerely,

Reggie Graham  
Human Resources Director  
BG Products, Inc.



Secretary Anthony Foxx  
U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

August 1, 2014

Re: Wichita Transit's Application for a Ladders of Opportunity Initiative Grant

Dear Secretary Foxx:

As Director of the Wichita Area Metropolitan Planning Organization (WAMPO), I want to express my support for Wichita Transit's application for a Ladders of Opportunity Initiative grant.

Wichita Transit recently completed its Vision Plan for the long-range development of public transportation services in our metro area. A central theme of that plan is to improve regional mobility and connectivity in order to provide better access for our citizens to opportunities for education, training, employment, health and social services, and recreation. WAMPO's Metropolitan Transportation Plan 2035 supports this goal. Other transportation planning efforts in the region, such as the Kansas Department of Transportation's Regional Transit Model Implementation Plan and the Kansas Health Foundation's Transit Health Impact Analysis, support it as well.

Wichita Transit's van pool proposal is a crucial component to enhancing regional mobility and connectivity. They have already taken the first steps toward implementation in conjunction with the Workforce Alliance of South Central Kansas by identifying employers in need of this service. WAMPO will support this effort by funding research on regional travel patterns, best practices throughout the nation, and an evaluation of a pilot program. This grant would provide capital to launch the pilot program.

Wichita Transit's van pool proposal is an exciting new idea for our region. Please give its application for a Ladders of Opportunity Initiative grant the serious consideration it deserves. Awarding this grant to Wichita Transit will truly advance the goals of the Ladders of Opportunity Initiative.

Sincerely,



John L. Schlegel  
Director

455 N. Main - 10th Floor - Wichita, KS 67202-1688 - 316.352.4862 - [wampo@wichita.gov](mailto:wampo@wichita.gov) - [www.wampo.org](http://www.wampo.org)

Andale - Andover - Bel Aire - Bentley - Butler County - Cheney - Clearwater - Colwich - Derby - Eastborough - Garden Plain - Goddard - Haysville  
Kechi - Maize - Mount Hope - Mulvane - Park City - Rose Hill - Sedgwick - Sedgwick County - Sumner County - Valley Center - Viola - Wichita



Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Mike King, Secretary  
Dennis R Slimmer, P.E., Chief

Phone: 785-296-3841  
Fax: 785-296-8168  
Hearing Impaired - 711  
publicinfo@ksdot.org  
<http://www.ksdot.org>

Sam Brownback, Governor

July 31, 2014

The Honorable Anthony R. Foxx  
Secretary United States Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Re: Wichita Transit's Ladders of Opportunity Grant Application

Dear Secretary Foxx:

I am writing on behalf of the Office of Public Transportation at the Kansas Department of Transportation to strongly support the "Ladders of Opportunity" grant proposal made by Wichita Transit in Wichita, Kansas.

The Kansas Department of Transportation is committed to effective transit solutions that address current needs and future growth, and provide quality of life improvements for Kansas citizens. Wichita Transit's project is an integral part of both our State Transportation Improvement Plan and our Long-Range Transportation Plan.

Funding of this project is critical to the future growth and development of transit in the State of Kansas. We appreciate FTA's consideration of this funding request.

Sincerely,

Joshua C. Powers  
State Public Transportation Manager  
Kansas Department of Transportation  
(785) 296-4907  
joshuap@ksdot.org

**Second Reading Ordinances for August 12, 2014 (first read on August 5, 2014)**

**A. Public Hearing and Issuance of Health Care Facilities Revenue Bonds, Presbyterian Manors, Inc. (District I and VI)**

ORDINANCE NO. 49-800

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS HEALTH CARE FACILITIES REVENUE BONDS (PRESBYTERIAN MANORS, INC.), FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING AND EQUIPPING, IMPROVEMENTS TO EXISTING SENIOR LIVING FACILITIES AND ACQUIRING, REMODELING AND EQUIPPING A CORPORATE OFFICE BUILDING; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

**B. Licenses and Permit Unification.**

ORDINANCE NO.49-807

AN ORDINANCE CREATING ARTICLE 1 (G) AND REPEALING ARTICLE 1, SECTIONS 2, 3 AND 4 AND REPLACING WITH THE AMENDED ARTICLE 1, SECTIONS 2, 3 AND 4, ALL PERTAINING TO THE WICHITA-SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

**C. Permanent Street Closures at Railroad Crossings on Boston and Clark at Mead Street. (District III)**

ORDINANCE NO. 49-808

AN ORDINANCE PERMANENTLY BARRING THE CROSSING OF VEHICLES OVER THE RAILROAD TRACKS ON BOSTON AND CLARK STREETS, AT MEAD STREET, IN THE CITY OF WICHITA, KANSAS, AND REPEALING ALL ORDINANCES OR PARTS THEROF WHICH ARE IN CONFLICT HEREWITH.

**D. Ordinance Calling for Special Question Election to Impose 1% Sales Tax**

ORDINANCE NO. 49-809

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, PROVIDING FOR THE CALLING OF A SPECIAL QUESTION ELECTION FOR THE PURPOSE OF SUBMITTING TO QUALIFIED ELECTORS OF THE CITY OF WICHITA THE QUESTION RELATING TO THE IMPOSITION OF A ONE PERCENT (1.0%) CITY-WIDE RETAILERS' SALES TAX , PROVIDING FOR THE CALLING OF SUCH ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014, AND PROVIDING FOR THE GIVING OF NOTICE OF SAID ELECTION.

**Second Reading Ordinances for August 12, 2014 (first read on July 15, 2014)**

**A. 2015 Annual Operating Budget and 2014 Budget Revisions.**

ORDINANCE NO. 49-787

AN ORDINANCE MAKING AND FIXING GENERAL TAX LEVY FOR THE CITY OF WICHITA, KANSAS, FOR THE YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015, AND RELATING THERETO, AND CONCURRENTLY APPROVING CERTAIN AMENDMENTS TO THE 2014 ADOPTED BUDGET.

ORDINANCE NO. 49-788

AN ORDINANCE MAKING AND FIXING GENERAL TAX LEVY FOR THE DOWNTOWN WICHITA SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT FOR THE YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015.

ORDINANCE NO. 49-789

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE EAST BANK REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015.

ORDINANCE NO. 49-790

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015.

ORDINANCE NO. 49-791

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE 21ST AND GROVE REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015.

ORDINANCE NO. 49-792

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE NORTHEAST REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015.

ORDINANCE NO. 49-793

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE KEN MAR REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015.

ORDINANCE NO. 49-794

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE GILBERT AND MOSLEY SITE REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015.

ORDINANCE NO. 49-795

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE NORTH INDUSTRIAL CORRIDOR REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015.

ORDINANCE NO. 49-798

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015.

ORDINANCE NO. 49-799

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE DOUGLAS & HILLSIDE REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015.

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council

**SUBJECT:** ZON2014-00009 – City Zone Change from LC Limited Commercial to OW Office-Warehouse with a Protective Overlay on Property Generally Located South of Kellogg Drive on the West Side of Hydraulic Avenue (District I)

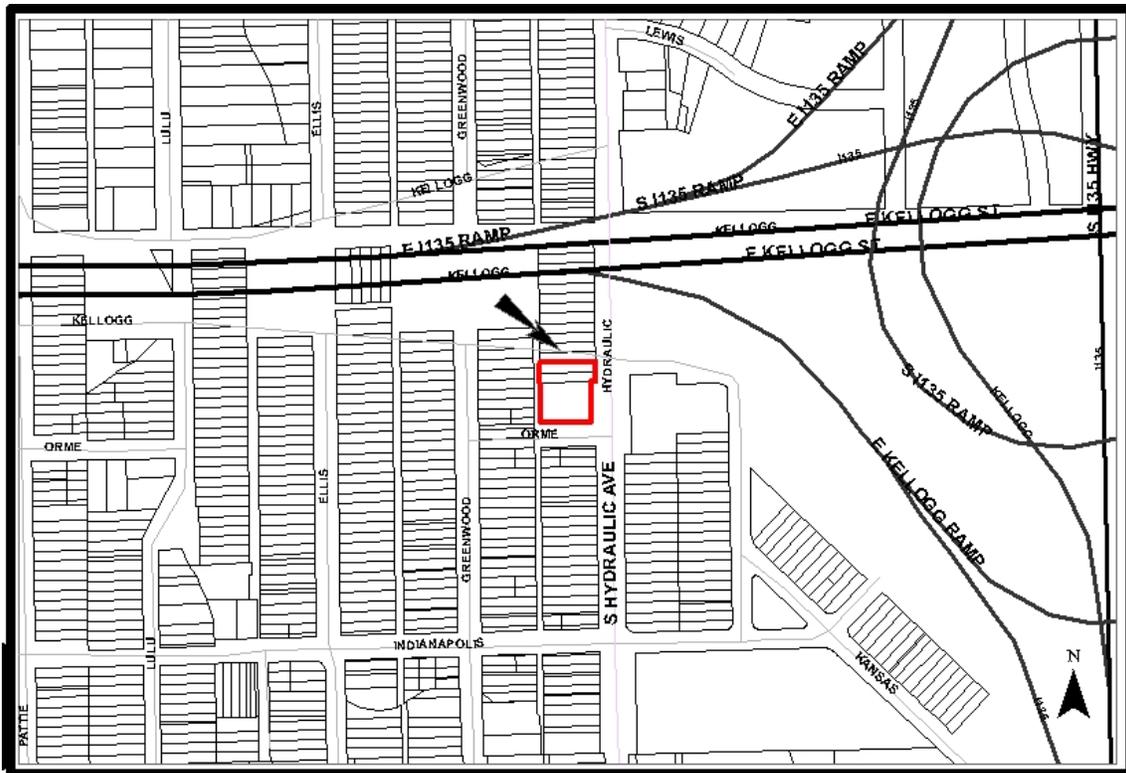
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

**MAPC Recommendation:** The MAPC recommended approval of the request (10-0).

**DAB Recommendation:** District Advisory Board I recommended approval of the request (9-0).

**MAPD Staff Recommendation:** The Metropolitan Area Planning Department staff recommended approval of the request.



**Background:** The applicant is requesting OW Office-Warehouse (OW) zoning on the platted approximately 0.47-acre LC Limited Commercial (LC) zoned site. The north portion of the site has a small office building (672-square feet, built 1969) on it, with the rest of the site mostly developed as an unused parking lot. The applicant proposes to build a warehouse to receive and store shipments of equipment that they then deliver to different businesses in the area. The OW zoning district allows warehousing activities for businesses with operating characteristics that do not require highly visible locations or the type of vehicular access needed for retail and high intensity office development. The applicant's LC and GO General Office (GO) zoned headquarters (8,150-square feet, built 1977) is located east of the subject site, across Hydraulic Avenue. Currently the applicant receives, stores and delivers their office equipment from rented storage units located five blocks north (across Kellogg Avenue – United States Highway 54) of their headquarters. The applicant has stated that the delivery of the office equipment to the subject site will be made by box trucks during normal business hours. The proposed zoning will bring a critical operational component into close proximity of the applicant's headquarters.

With the exception of the applicant's LC and GO zoned office and the LC zoned subject site, the surrounding neighborhood consist of B Multi-Family Residential (B) zoned single-family residences, scattered duplexes and small multi-family residences (all built 1910-1940s). Kellogg Avenue – United States Highway 54 separates the north side of the applicant's properties and the area from an adjacent neighborhood of GC General Commercial (GC) and LC zoned businesses.

**Analysis:** On June 19, 2014, the Metropolitan Area Planning Commission (MAPC) considered the request and unanimously approved (10-0) it with the following provisions of PO Protective Overlay (PO)-288:

- (1) Permitted uses are general office, warehousing, government services, library, parks and recreation, safety services, university or college, minor utilities, automated teller machine, bank or financial institution, broadcast-recording studio, funeral home, monument sales, personal care service, personal improvement service, limited printing and copying, general retail, vocational school and wholesale or business services.
- (2) Dedicate 10 feet of right-of-way off of the east lot lines of Lots 193 and 195, Burr's 2nd Addition.
- (3) Access shall be approved by the Traffic Engineer.
- (4) The site shall be come into compliance with the Unified Zoning Code's (UZC) screening, lighting and landscaping standards and other applicable development standards.

No one spoke against the request at the MAPC meeting. No protests have been filed on this request.

On July 7, 2014, District Advisory Board (DAB) I voted (9-0) to approve the request with the provisions of PO-288. No one spoke against the request at the DAB I meeting

**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 and the dedication of street right-of-way by separate instrument as to form. The dedication of street right-of-way by separate instrument will be recorded with the Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change with the provisions of Protective Overlay-288 (simple majority vote required); authorize the Mayor to sign the ordinance and place the ordinance on first reading.

**Attachments:**

- MAPC minutes
- DAB memo
- Ordinance
- Dedication of street right-of-way

ORDINANCE NO. 49-812

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. ZON2014-00009**

Zone change from LC Limited Commercial (“LC”) to OW Office-Warehouse (“OW”) on an approximately 0.47-acre property described as:

Lots 193 and 195, Burr’s 2nd Addition & Lot 1, Pennypower 2nd Addition, Wichita, Sedgwick County, Kansas; generally located south of Kellogg Drive on the west side of Hydraulic Avenue.

**SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #288:**

- (1) Permitted uses are general office, warehousing, government services, library, parks and recreation, safety services, university or college, minor utilities, automated teller machine, bank or financial institution, broadcast-recording studio, funeral home, monument dales, personal care service, personal improvement service, limited printing and copying, general retail, vocational school and wholesale or business services.
- (2) Dedicate 10 feet of right-of-way off of the east lot lines of Lots 193 and 195, Burr’s 2nd Addition.
- (3) Access shall be approved by the Traffic Engineer.
- (4) The site shall be come into compliance with the Unified Zoning Code’s (UZC) screening, lighting and landscaping standards and other applicable development standards.

**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



**CONFORMANCE TO PLANS/POLICIES:** The “2013 Land Use Guide of the Comprehensive Plan” (2013-Plan) identifies the LC zoned subject site as “urban residential.” The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The subject site’s LC zoning and its proposed OW zoning are not compatible with the urban residential category. The OW District is generally compatible with the "employment/industry center" designation of the 2013-Plan.

**RECOMMENDATION:** The MAPC has considered the expansion of existing businesses on a site by site consideration. The proposed zoning will bring a critical operational component into close proximity of the applicant’s headquarters and the scale, size and location of the operations fits into the neighborhood. Although the requested OW is less restrictive than the current LC zoning, the proposed Protective Overlay (PO) is crafted to ensure that subject site remains a compatible use in the residential neighborhood. Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**, subject to the following provisions of the PO:

- (1) Permitted uses are general office, warehousing, government services, library, parks and recreation, safety services, university or college, minor utilities, automated teller machine, bank or financial institution, broadcast-recording studio, funeral home, monument sales, personal care service, personal improvement service, limited printing and copying, general retail, vocational school and wholesale or business services.
- (2) Dedicate 10 feet of right-of-way off of the east lot lines of Lots 193 and 195, Burr’s 2nd Addition.
- (3) Access shall be approved by the Traffic Engineer.
- (4) The site shall be come into compliance with the Unified Zoning Code’s (UZC) screening, lighting and landscaping standards and other applicable development standards.

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** With the exception of the applicant’s LC and GO zoned office and LC zoned subject site, the surrounding neighborhood consist of B zoned single-family residences, scattered duplexes and small multi-family residences (built 1910-1940s). Kellogg Avenue/US Highway 54 separates the north side of the applicant’s properties and the neighborhood from a neighborhood of GC and LC zoned businesses.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The current LC zoning allows the 0.47-acre site to be developed with a wide range of commercial and residential uses. The site’s location along Hydraulic Avenue and the south side of Kellogg Avenue/ US Highway 54 lessens its appeal for single-family residential use.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested OW zoning with the proposed Protective Overlay allows many of the commercial uses permitted in the LC zoning district, plus the applicants desired use as a warehouse. However, unlike the LC zoning district the OW zoning district does not permit residential uses. The relatively small scale and size of the operations fits into

the neighborhood. The location of the operations with direct access onto Hydraulic Avenue and close access onto Kellogg Avenue/US Highway 54, via IH 135, lessen the site's appeal for single-family residential. These considerations can be applied in regards to concerns about spot zoning.

- (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 requested OW zoning and the proposed PO will allow development on underutilized property and allow a critical operational component (receiving, warehousing and distribution) to be relocated into close proximity (directly across Harry Street) with the applicant's headquarters/office, which appears to be the newest development in the neighborhood. 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 "2013 Land Use Guide of the Comprehensive Plan" (2013-Plan) identifies the LC zoned subject site as "urban residential." The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including duplexes, typically found in large urban municipality. The subject site's LC zoning and its proposed OW zoning are not compatible with the urban residential category. The OW District is generally compatible with the "employment/industry center" designation of the 2013-Plan.
- (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 LONGNECKER**, Planning Staff presented the Staff Report.

**MOTION:** To approve subject to staff recommendation.

**MITCHELL** moved, **MCKAY** seconded the motion, and it carried (10-0).



**INTEROFFICE  
MEMORANDUM**

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**TO:** Wichita City Council Members  
**FROM:** Alana Haynes, Community Liaison  
**SUBJECT:** ZON2014-00009 OW Office-Warehouse zoning on the platted approximately 0.47-acre LC Limited Commercial (LC) zoned site.  
**DATE:** July 28, 2014

On Tuesday, July 7, the District I Advisory Board considered a request for an OW Office-Warehouse zoning on the platted approximately 0.47-acre LC Limited Commercial (LC) zoned site. Jess McNeely, City Planner, presented.

The DAB Members were provided the MAPD staff report for review.

DAB Members had the following questions and comments:

- **CM Williams:** Requested that all the City maps on the website be reviewed.
- **DAB member:** Will the warehouse be located where the existing parking lot is now and what size truck will bring the materials to the building? **McNeely:** The truck will come in every two weeks to unload in the warehouse, during the hours of 8-5pm. Semi-trucks will likely be used to haul the materials.

**Janice Rich made a motion to recommend approval of the Office Warehouse zoning. Motion was properly seconded by Beverly Domitrovic. Motion passed 9-0.**

Please review this information when ZON2014-00009 is considered.

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council

**SUBJECT:** ZON2014-00011 – City Zone Change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on Property Generally Located South of Central Avenue, East of West Street, on the Southeast corner of St. Louis and McComas Streets (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

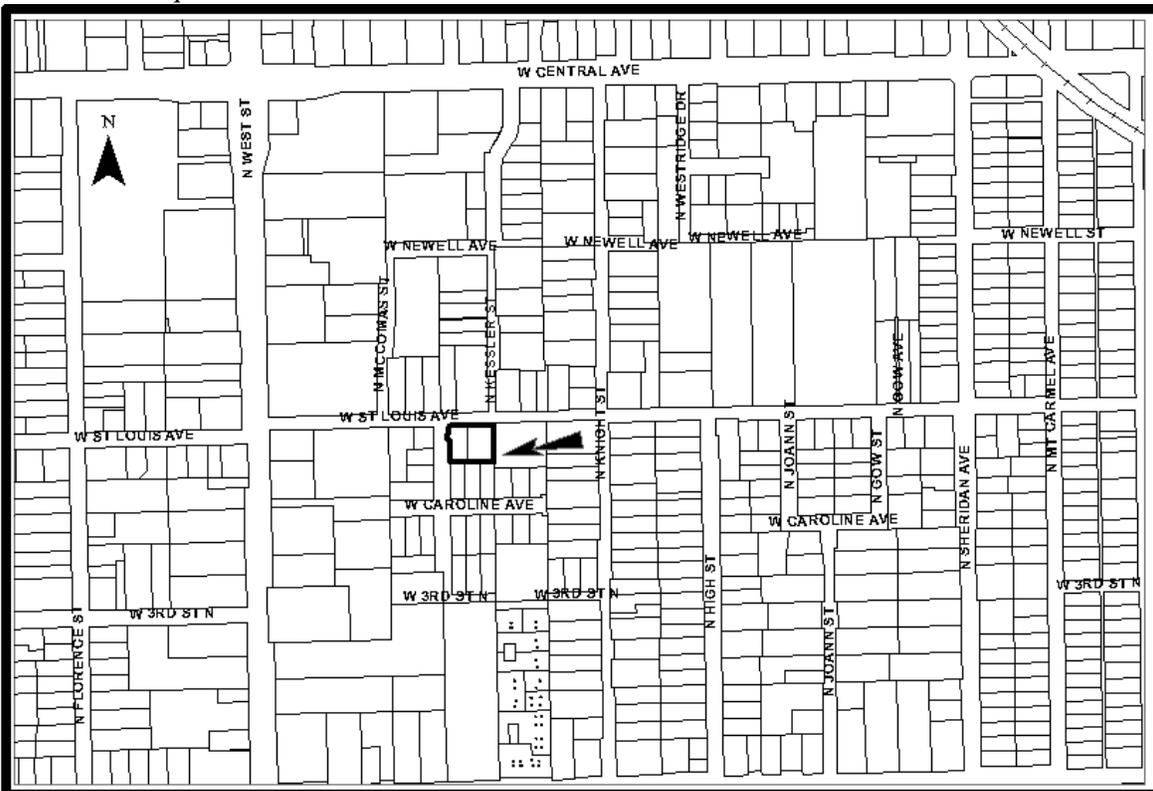
**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** The MAPC recommended approval of the request (11-0).

**DAB Recommendation:** District Advisory Board VI recommended approval of the request (5-0).

**MAPD Staff Recommendation:** The Metropolitan Area Planning Department staff recommended approval of the request.



**Background:** The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the platted approximately 0.50-acre SF-5 Single-Family Residential (SF-5) zoned site. The site consists of Lots 1 and 2, FD Sutton Addition, located on the southeast corner of McComas Street and St. Louis Avenue. Lot 1 is developed with a single-family residence (built 1920), with Lot 2 (the east, larger lot) having an accessory structure located on it. The site is large enough (with a lot split) for a minimum of three duplexes. The applicant proposes to keep the existing single-family residence on Lot 1 and build two duplexes on Lot 2 with a future lot split.

The site is located in a predominately SF-5 zoned single-family residential neighborhood that runs from Central Avenue, (two-blocks north), to 2<sup>nd</sup> Street (two-blocks south) and between West Street (a block west) and Sheridan Avenue (five-blocks east). SF-5 zoned single-family residences (built mostly in the 1920s - 1998) are located north of the site across St. Louis Avenue. SF-5 zoned single-family residences (built 1950s - 2002) and LC Limited Commercial (LC) zoned businesses are located west of the site across McComas Avenue to West Street. SF-5 zoned single-family residences (built mostly 1950s – 1980s) abut and are adjacent to the south of the site. SF-5 zoned single-family residences (built 1920 and late 1940s – 1950s) abut and are adjacent to the east side of the site. Two exceptions to the area's predominate SF-5 zoning are the result of the most recent zoning activity in the area. ZON2013-00013 rezoned 0.95-acres of SF-5 zoned property to TF-3 zoning that is located one block east from the subject site on the north side of St. Louis Avenue and east of Knight Street. ZON2011-00045 rezoned 0.92-acres of SF-5 zoned property to TF-3 zoning that is located three-blocks east of the site, on the southwest corner of St. Louis Avenue and Joann Street.

**Analysis:** On July 7, 2014, District Advisory Board (DAB) VI voted 5-0 to approve the request. No one spoke against the request at the DAB VI meeting.

On July 10, 2014, the Metropolitan Area Planning Commission (MAPC) considered the request and voted 11-0 to approve the request. No one spoke against the request at the MAPC meeting. No protests have been filed on this 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 adopt the findings of the MAPC and approve the requested zone change (simple majority vote required); authorize the Mayor to sign the ordinance and place the ordinance on first reading.

**Attachments:**

- MAPC minutes
- DAB memo
- Ordinance

ORDINANCE NO. 49-813

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. ZON2014-00011**

Zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-Family Residential (“TF-3”) on an approximately 0.50-acre property described as:

Lots 1 and 2, FD Sutton Addition, Wichita, Sedgwick County, Kansas; generally located south of Central Avenue, east of West Street, on the southeast corner of St Louis and McComas Streets.

**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 JULY 10, 2014 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2014-00011** - Jeff Pritchard (applicant/owner) and Ruggles & Bohm, c/o Will Clevenger (agent) request a City zone change from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

Lot One (1) & Two (2), F. D. Sutton Addition to Sedgwick County, Kansas.

**BACKGROUND:** The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the platted approximately 0.50-acre SF-5 Single-Family Residential (SF-5) zoned site. The site consists of Lots 1 and 2, FD Sutton Addition, located on the southeast corner of McComas Street and St Louis Avenue. Lot 1 is developed with a single-family residence (built 1920), with Lot 2 (the east, larger lot) having an accessory structure located on it. The site is large enough (with a lot split) for three duplexes. The applicant proposes to keep the existing single-family residence on Lot 1 and build two duplexes on Lot 2 with a future lot split.

The site is located in a predominately SF-5 zoned single-family residential neighborhood that runs from Central Avenue, (two-blocks north), to 2<sup>nd</sup> Street (two-blocks south) and between West Street (a block west) and Sheridan Avenue (five-blocks east). SF-5 zoned single-family residences (built mostly in the 1920s - 1998) are located north of the site across St Louis Avenue. SF-5 zoned single-family residences (built 1950s - 2002) and LC Limited Commercial (LC) zoned businesses are located west of the site across McComas Avenue to West Street. SF-5 zoned single-family residences (built mostly 1950s – 1980s) abut and are adjacent to the south of the site. SF-5 zoned single-family residences (built 1920 and late 1940s – 1950s) abut and are adjacent to the east side of the site. Two exceptions to the area’s predominate SF-5 zoning are the result of the most recent zoning activity in the area. ZON2013-00013 rezoned 0.95-acres of SF-5 zoned property to TF-3 zoning that is located one block east from the subject site on the north side of St Louis Avenue and east of Knight Street. ZON2011-00045 rezoned 0.92-acres of SF-5 zoned property to TF-3 zoning that is located three-blocks east of the site, on the southwest corner of St Louis Avenue and Joann Street.

**CASE HISTORY:** The site consists of Lots 1 and 2, FD Sutton Addition, which was recorded with the Sedgwick County Register of Deeds March 8, 1976. Staff has received calls expressing concerns about the proposed duplexes.

**ADJACENT ZONING AND LAND USE:**

NORTH: SF-5	Single-family residences
SOUTH: SF-5	Single-family residences
WEST: SF-5, LC	Single-family residences, commercial
EAST: SF-5, TF-3	Single-family residences

**PUBLIC SERVICES:** The site has access to St Louis Avenue and McComas Street. Both are paved two-lane local roads. St Louis Avenue has 50 feet of right-of-way at this location. McComas Street has 60 feet of right-of-way at this location, except a portion of the west side of the subject site where there is a 27 feet long (x) five feet wide contingent dedication of McComas Street. This contingent dedication (as shown on FD Sutton Addition) appears to allow a portion of the site’s current single-family residence (built 1920) to remain out of the McComas Street right-of-way. 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. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The TF-3 zoning district allows single-family residence, duplexes and some (but not limited to) institutional uses such as a parks, schools and churches by right. As such, the TF-3 zoning district conforms to the urban residential category.

**RECOMMENDATION:** The request is the area’s third rezoning, in the last four years, of SF-5 zoned properties to TF-3 zoning located within a three block area; ZON2011-00045 and ZON2013-00013. This request, as well the two previous request, provide fairly small (less than an acre) infill duplex/residential development opportunities that is not uncommon for the older neighborhoods in Wichita. The requested TF-3 zoning is the fifth out of 15 zoning requests for this year. These requests for TF-3 zoning have been for either multiple (more than an acre) undeveloped lots of partially SF-5 zoned subdivisions located on the edges of the city or for smaller infill sites (such as this case) located in the older sections of the city. The infill lots have either been vacant, partially developed or developed with single-family residences that were proposed be remodeled as a duplex or torn down and replaced with a duplex or duplexes. Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED.**

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** The site is located in a predominately SF-5 zoned single-family residential neighborhood that runs from Central Avenue, (two-blocks north), to 2<sup>nd</sup> Street (two-blocks south) and between West Street (a block west) and Sheridan Avenue (five-blocks east). SF-5 zoned single-family residences (built mostly in the 1920s - 1998) are located north of the site across St Louis Avenue. SF-5 zoned single-family residences (built 1950s - 2002) and LC Limited Commercial (LC) zoned businesses are located west of the site across McComas Avenue to West Street. SF-5 zoned single-family residences (built mostly 1950s – 1980s) abut and are adjacent to the south of the site. SF-5 zoned single-family residences (built 1920 and late 1940s – 1950s) abut and are adjacent to the east side of the site. Two exceptions to the area’s predominate SF-5 zoning are the result of the most recent zoning activity in the area. ZON2013-00013 rezoned 0.95-acres of SF-5 zoned property to TF-3 zoning, that is located one block east from the subject site on the north side of St Louis Avenue and east of Knight Street. ZON2011-00045 rezoned 0.92-acres of SF-5 zoned property to TF-3 zoning that is located three-blocks east of the site, on the southwest corner of St Louis Avenue and Joann Street.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The 0.50-acre SF-5 zoned site has a single-family residence with a large accessory structure located on it. The SF-5 zoning permits single-family residences, which, with a few exceptions, is the predominate zoning and development in the area.

- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested TF-3 zoning allows duplexes as well as single-family residences by right. The request would not introduce TF-3 zoning into the area, as there are two other recently zoned TF-3 sites located within three blocks of the site; ZON2011-00045 and ZON2013-00013. Common concerns raised in the rezoning of land from SF-5 to TF-3, include a lack of maintenance on what will probably be rental properties and a perception of subsequent negative impact on neighboring property values. However, the ability and inclination of a property owner to maintain their property is not solely dependent on if the property in question is a rental property or property that the owner lives on.
- (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 would limit development by right to single-family residential, duplex, and some (but not limited to) institutional uses such as a parks, schools and churches. Denial of the request could impose a financial hardship on the owner. This type of rezoning in the older portions of Wichita is not unusual in that it allows for infill residential redevelopment opportunities. The infill lots have either been vacant, partially developed or developed with single-family residences that were proposed be remodeled as a duplex or torn down and replaced with a duplex or duplexes.
- (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. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The TF-3 zoning district allows single-family residence, duplexes and some (but not limited to) institutional uses such as a parks, schools and churches by right. As such, the TF-3 zoning district conforms to the urban residential category.
- (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 LONGNECKER**, Planning Staff presented the Staff Report.

**FOSTER** asked staff to explain off street parking requirements per the Unified Zoning Code.

**LONGNECKER** said the parking requirement for multi-family zoning is one space per unit. He said the applicant has enough room at the site to meet the parking requirement. In addition, he noted that the DAB recommended approval of the application and that there was no one present at the DAB meeting to protest the application.

**FOSTER** asked with the lot split, was it possible to have two duplexes with 4 units or a single duplex.

**LONGNECKER** said there could be a total of 3 duplexes on the site.

**MOTION:** To approve subject to staff recommendation.

**B. JOHNSON** moved, **MILLER STEVENS** seconded the motion, and it carried (11-0).



**INTEROFFICE  
MEMORANDUM**

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**TO:** City Council  
**FROM:** Martha Sanchez, Community Liaison, District VI  
**SUBJECT:** ZON2014-00011: Jeff Pritchard (applicant/owner) Ruggles & Bohm, c/o Will Clevenger are requesting a zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential.  
**DATE:** July 07, 2014

On Monday, July 07, 2014 the District VI Advisory Board considered a request for a zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential, generally located south of Central Avenue, east of West Street, on the southeast corner of St. Louis and McComas Street.

The DAB Members were provided with the MAPD staff report and the MAPC letter of approval.

Bill Longnecker, MAPD explained the site consists of Lots 1 and 2 that are approximately 0.50-acre and currently zoned as SF-5 Single-Family Residential. The applicant proposes to keep the existing single-family residence on Lot 1 and build two duplexes on Lot 2 with a future lot split. The subject site is within the character of the single-family neighborhood and will not create a negative visual impact.

**The DAB members voted 5-0 to recommend approval in concurrent with the MAPC findings.**

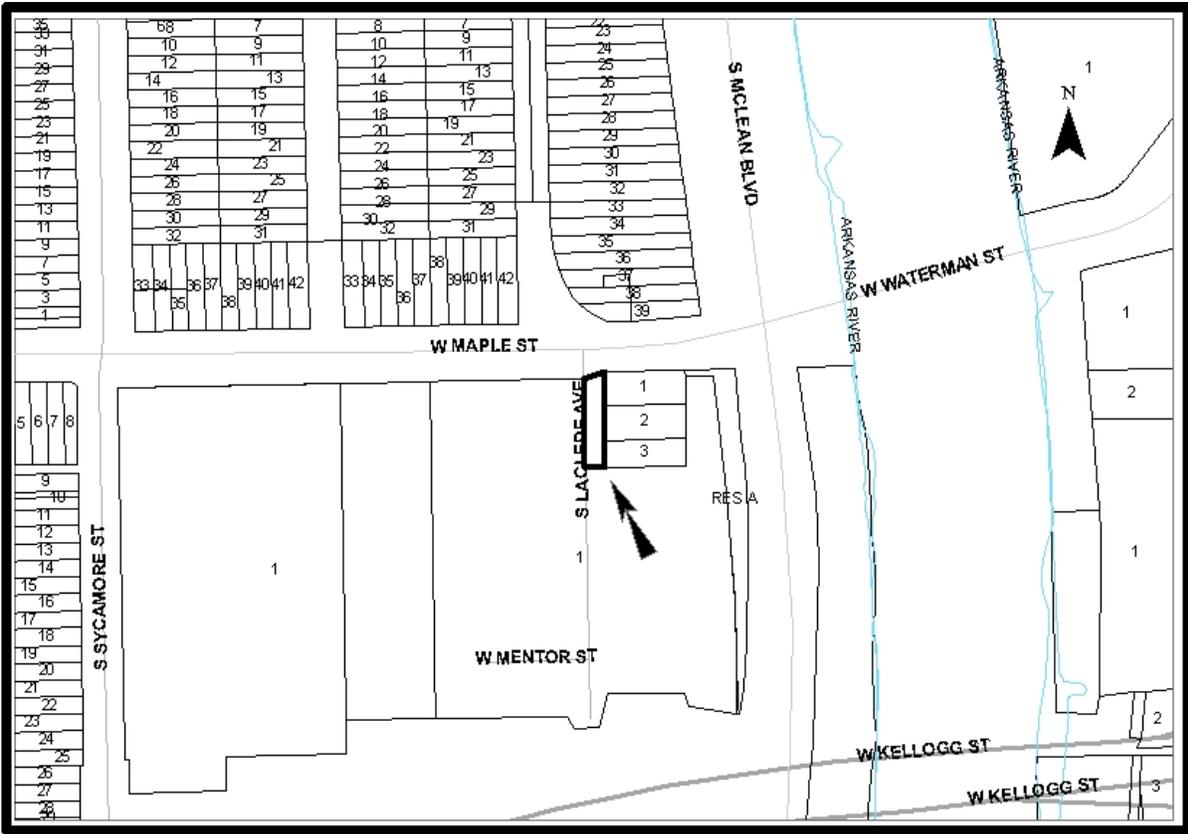
Please review this information when ZON2014-00011 is considered.

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council  
**SUBJECT:** VAC2013-00038 - Request to Vacate a Portion of a Platted Street Right-of-Way on Property Generally Located West of McLean Boulevard on the South Side of Maple Street (District IV)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (8-0).



**Background:** The applicant requests the vacation of the east half of the unimproved, platted, 30-foot LaClede Avenue half street right-of-way that abuts the west sides of Lots 1, 2 and 3, Shirk's 1st Subdivision and the east and north sides of Lot 1, the Waterwalk West Addition, ending at its intersection with Maple Street on its north side. LaClede Avenue was originally platted as Winne Avenue on the Winne's Addition; recorded March 16, 1908. On October 29, 1910, the Shirk's 1st Subdivision was recorded; this is the applicant's property/subject subdivision. Winne Avenue is shown as LaClede Avenue on the Shirk's 1st Subdivision. Southern portions of the Winne's Addition and Shirk's 1st Subdivision, including portions of Winne/LaClede Avenue were later condemned for Kellogg Street; District Court Case No. A-60844. On September 27, 2012, Waterwalk West Addition was created out of portions of the Winne's Addition and Shirk's 1st Subdivision, it also vacated the west half of the remaining portion of LaClede Avenue. If approved, the vacation would remove the last remnant of LaClede Avenue located between Douglas Avenue and Kellogg Street. Currently LaClede Avenue looks like a private drive.

There is a water line located within the LeClede Avenue right-of-way. Storm water is located within the Maple Street right-of-way, in the vicinity of the LeClede Avenue - Maple Street intersection. There are no other utilities located within the site.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order, a utility easement dedicated by separate instrument, and a covenant binding and tying the vacated portion of LaClede Avenue to the applicant's property. The original Vacation Order, the utility easement dedicated by separate instrument, and the covenant will be recorded with the Register of Deeds.

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

**Attachments:**

- Vacation Order
- A utility easement dedicated by separate instrument
- A covenant

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

**IN THE MATTER OF THE VACATION OF A )  
PLATTED STREET RIGHT-OF-WAY )  
 )  
GENERALLY LOCATED WEST OF MCLEAN ) **VAC2013-00038**  
BOULEVARD ON THE SOUTH SIDE OF MAPLE STREET )  
 )  
 )  
 )  
 )  
**MORE FULLY DESCRIBED BELOW** )**

**VACATION ORDER**

NOW on this 12<sup>th</sup> day of August, 2014, comes on for hearing the petition for vacation filed by the Helen F. Cole Revocable Trust, c/o Helen F. Cole, trustee, (abutting property owner), praying for the vacation of the following described platted street right-of-way, to-wit:

The East One-half of Winnie Avenue, now Laclede Avenue, lying West of and adjacent to Lots 1, 2 and 3 on Laclede Avenue, Shirks 1st Subdivision, Wichita, Sedgwick County, Kansas, except the North 10 feet thereof.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on October 31, 2013, which was at least 20 days prior to the public hearing.

August 12, 2014  
VAC2013-00018

2. No private rights will be injured or endangered by the vacation of the above-described platted street-right-of-way and the public will suffer no loss or inconvenience thereby.

3. A public utility easement dedicated by separate instrument and a covenant binding and tying the described vacated platted street right-of-way to Lots 1, 2 and 3 on Laclede Avenue, Shirks 1st Subdivision will be filed with this Vacation Order at the Register of Deeds of Sedgwick County.

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

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

6. The vacation of the described platted street right-of-way should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12<sup>th</sup> day of August, 2014, ordered that the above-described platted street right-of-way is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

Approved as to form: \_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

August 12, 2014  
VAC2013-00038

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Page 1 of 2

**PUBLIC UTILITY EASEMENT**

THIS EASEMENT made this 30<sup>th</sup> day of May, 2014, by and between **HELEN F. COLE as Trustee of the HELEN F. COLE REVOCABLE TRUST, U/A/D 5/26/2013** of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party right-of-way and easement for the purpose of construction and maintenance of utilities along and under the following described real estate situated in Sedgwick, County, Kansas, to wit:

**The East One-half of Winnie Avenue, now Laclede Avenue, lying West of and adjacent to Lots 1, 2 and 3 on Laclede Avenue, Shirks 1st Sub., Wichita, Sedgwick County, Kansas, except the North 10 feet thereof.**

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

**HELEN F. COLE REVOCABLE TRUST, U/A/D 5/26/2013**

Helen F. Cole Trustee  
**HELEN F. COLE**

VAC2013-00038

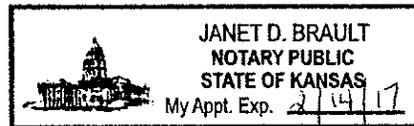
STATE OF KANSAS)  
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid came HELEN F. COLE as Trustee of the HELEN F. COLE REVOCABLE TRUST, U/A/D 5/26/2013 to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 30th day of May, 2014.

Janet D. Brault  
Notary Public

(My Appointment Expires 2/14/17)



APPROVED AS TO FORM:

Sharon Dieckgrafe / AT  
~~Gary E. Robenstorff, Director of Law~~  
Sharon Dieckgrafe, Interim City Attorney

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Page 1 of 2

**COVENANT**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, HELEN F. COLE as Trustee of the HELEN F. COLE REVOCABLE TRUST, U/A/D 5/26/2013 is the owner of the following described real estate, to-wit:

Lots 1, 2 and 3 on Laclede Avenue, Shirks 1st Sub., Wichita, Sedgwick County, Kansas, as recorded to Wichita, Sedgwick County, Kansas; generally located west of McLean Boulevard on the south side of Maple Street.

NOW THEREFORE, in consideration of receiving approval from the appropriate government authorities for the vacation of **The East One-half of Winnie Avenue, now Laclede Avenue, lying West of and adjacent to Lots 1, 2 and 3 on Laclede Avenue, Shirks 1st Sub., Wichita, Sedgwick County, Kansas, except the North 10 feet thereof**, as created by vacation case VAC2013-00038, the undersigned agrees covenants that the 30-foot wide, above described portion of the vacated platted street right-of-way abutting the Lots 1, 2 and 3 on Laclede Avenue, Shirks 1st Sub., Wichita, Sedgwick County, Kansas, as recorded to Wichita, Sedgwick County, Kansas, shall be retained, held and bound together.

It is also understood that this covenant shall be binding upon the undersigned, his successors and assigns, and shall run with the land until such time as the said properties are replatted.

HELEN F. COLE REVOCABLE TRUST, U/A/D 5/26/2013

*Helen F. Cole* Trustee  
HELEN F. COLE

STATE OF KANSAS       )  
SEDGWICK COUNTY     )

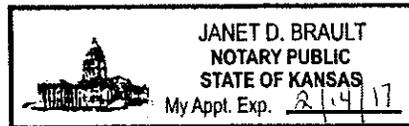
BE IT REMEMBERED, that on this 30<sup>th</sup> day of May, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came HELEN F. COLE as Trustee of the HELEN F. COLE REVOCABLE TRUST, U/A/D 5/26/2013.

Who is personally known to me to be the same person who executed this written document and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

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

Janet D. Brault  
Notary Public

My Appointment Expires: 2/14/17.

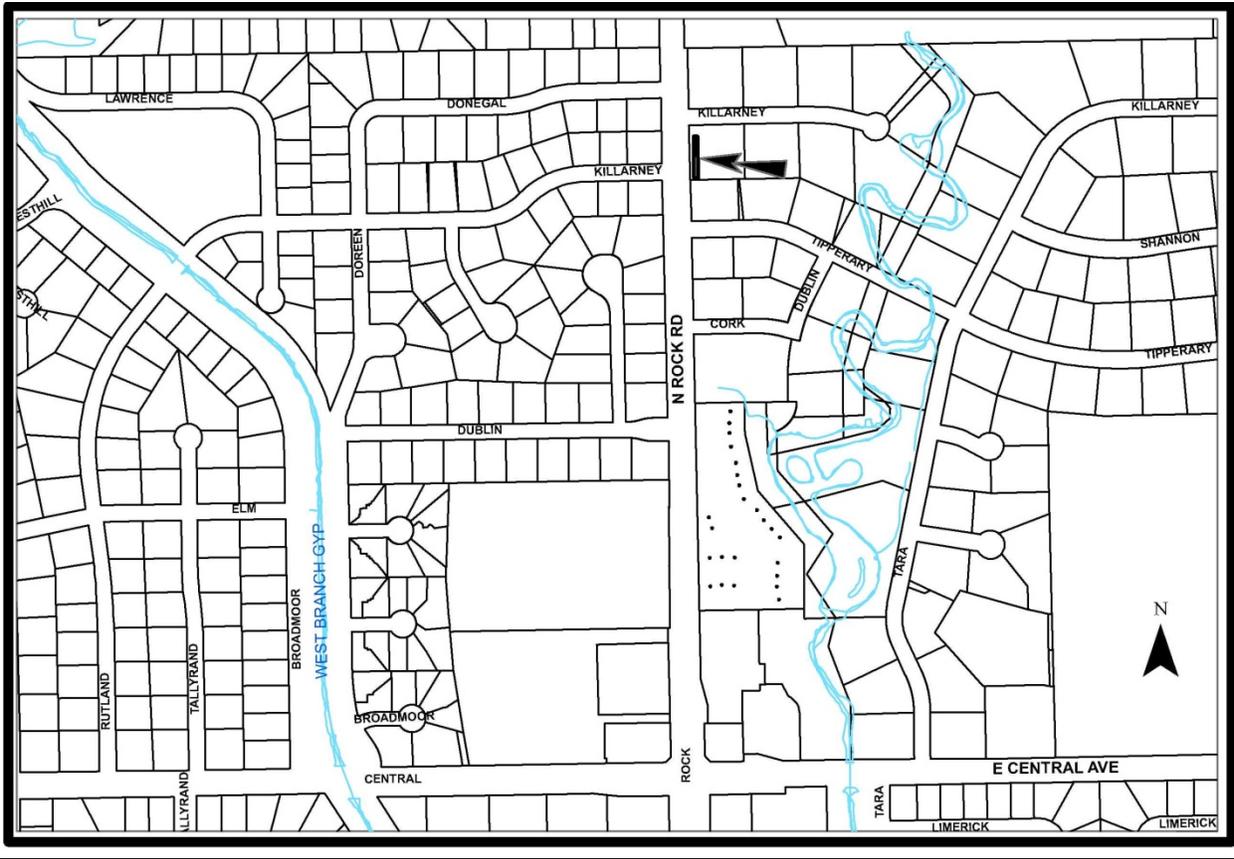


City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council  
**SUBJECT:** VAC2014-00012 - Request to Vacate a Platted Street Side Yard Setback on Property Generally Located North of Central Avenue on the Southeast Corner of Rock Road and Killarney Court (District II)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (9-0).



**Background:** The applicant is requesting consideration for the vacation of the east 15 feet of the platted 30-foot street side yard setback running parallel to the west property line of Lot 9, Block 1, First Addition to Vickridge and the Rock Road right-of-way. The subject corner lot is zoned SF-5 Single-Family Residential (SF-5). The Unified Zoning Code's (UZC) minimum street yard setback for the SF-5 zoning district is 15 feet. The applicant's request is not less than the UZC's 15-foot minimum street yard setback for the SF-5 zoning district. There are no platted easements located within the setback. There are no utilities located within the proposed vacated portion of the platted street side yard setback. The First Addition to Vickridge was recorded with the Register of Deeds September 21, 1957.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (9-0) to approve the vacation request. No one spoke in opposition to the request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

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

**Attachments:**

- Vacation Order

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

**IN THE MATTER OF THE VACATION OF A )  
PLATTED STREET SIDE YARD SETBACK )  
 )  
GENERALLY LOCATED NORTH OF CENTRAL AVENUE ) **VAC2014-00012**  
ON THE SOUTHEAST CORNER OF ROCK ROAD )  
AND KILLARNEY COURT )  
 )  
 )  
 )  
 )  
**MORE FULLY DESCRIBED BELOW** )**

**VACATION ORDER**

NOW on this 12<sup>th</sup> day of August, 2014, comes on for hearing the petition for vacation filed by Rodney Horton (owner), praying for the vacation of the following described platted street side yard setback, to-wit:

The east 15 feet of the platted 30-foot street side yard setback running parallel to the west property line of Lot 9, Block 1, First Addition to Vickridge & the Rock Road right-of-way, Wichita, Sedgwick County, Kansas.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on May 1, 2014, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the

August 12, 2014  
VAC2014-00012

above-described platted street side yard setback and the public will suffer no loss or inconvenience thereby.

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

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

5. The vacation of the described platted street side yard setback should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12<sup>th</sup> day of August, 2014, ordered that the above-described platted street side yard setback is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

Approved as to form: \_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

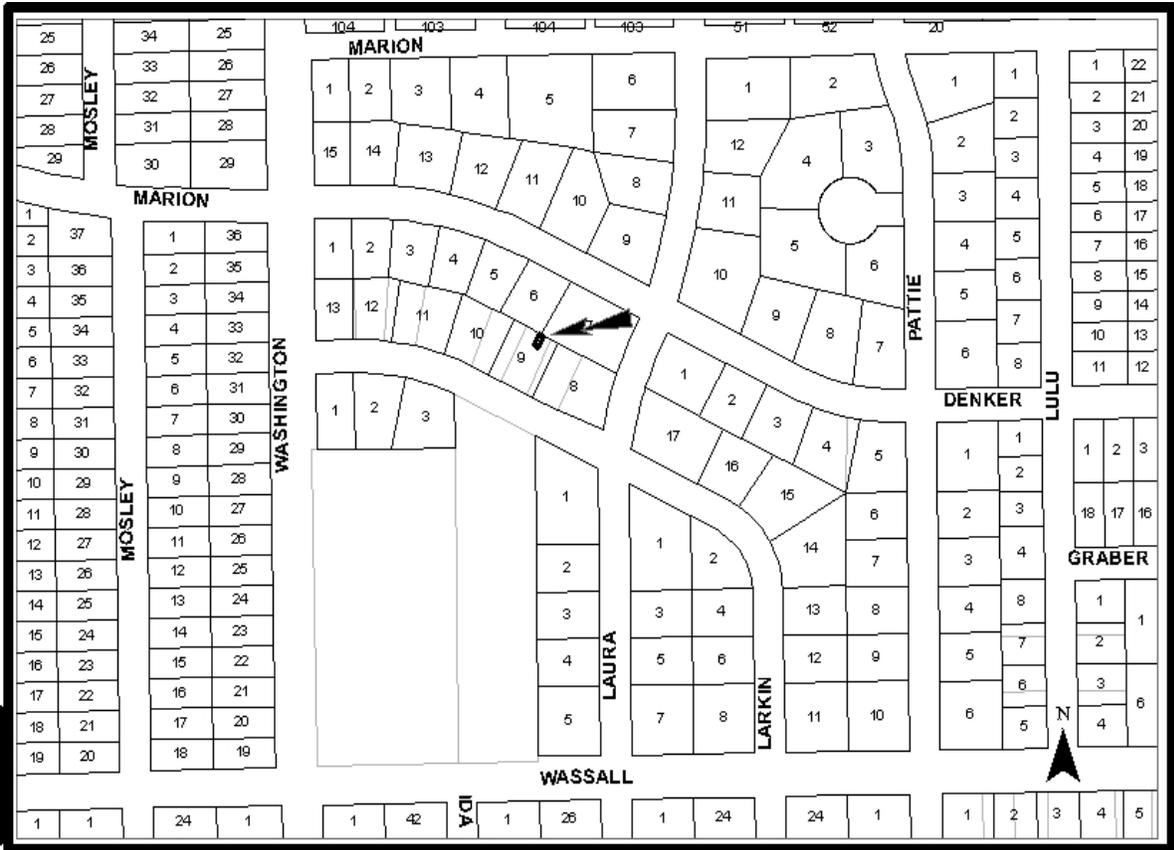
August 12, 2014  
VAC2014-00019

City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Mayor and City Council  
**SUBJECT:** VAC2014-00019 - Request to Vacate a Platted Easement on Property Generally Located North of Wassall Street, East of Washington Avenue, on the North Side of Larkin Drive (District III)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).



**Background:** The applicants are requesting consideration to vacate a platted 10-foot wide (x) 25-foot long easement coming off of the rear (north) lot line of the subject lot. The easement is not located along any of the subject site's lot lines, but is located approximately a quarter of the lot's width from the east, interior, lot line. The subject easement appears to be an extension of an abutting (north) 10-foot wide easement that runs between (and the length) of the common lot lines of Lots 6 and 7, Block D, Lowery Addition. There are no utilities located within the subject easement. The subject easement intersects the south 8 feet of a 16-foot wide platted utility easement that runs parallel to the subject lots rear, south, lot line. The Lowery Addition was recorded with the Register of Deeds January 10, 1952.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order and the utility easement dedicated by separate instrument. The original Vacation Order and utility easement dedicated by separate instrument will be recorded with the Register of Deeds.

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

**Attachments:**

- Vacation Order
- Utility easement dedicated by separate instrument

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

**IN THE MATTER OF THE VACATION OF A )  
PLATTED UTILITY EASEMENT )  
)  
GENERALLY LOCATED NORTH OF WASSALL STREET, ) **VAC2014-00019**  
EAST OF WASHINGTON AVENUE, ON THE NORTH )  
SIDE OF LARKIN DRIVE )  
)  
)  
**MORE FULLY DESCRIBED BELOW** )**

**VACATION ORDER**

NOW on this 12<sup>th</sup> day of August, 2014, comes on for hearing the petition for vacation filed by Tomas Limon & Leticia Ortiz (owners), praying for the vacation of the following described platted easement, to-wit:

The platted 10-foot (x) 25-foot easement coming off of the rear (north) lot line (located approximately ¼ of the lot's width from the east, interior, lot line of the following described lot) of the southeast 66 feet of Lot 9, except the southeast 12 feet thereof, Block D, Lowery Addition

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on June 19, 2014 which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the above-described platted easement and the public will suffer no loss or inconvenience thereby.

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3. A dedication of additional utility easement by separate instrument will be recorded with this Vacation Order at the Register of Deeds of Sedgwick County.

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

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

6. The vacation of the described platted easement should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12<sup>th</sup> day of August, 2014, ordered that the above-described platted easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

Approved as to form: \_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

August 12, 2014  
VAC2014-00019

COPY

**UTILITY EASEMENT**

THIS UTILITY EASEMENT made the 15 day of July, 2014, by and between Tomas Limon & Leticia Ortiz, party of the first part and the City of Wichita, Sedgwick, County, Kansas, party of the second part.

Witness: That the said first party, in consideration of the sum of Twelve Dollars (\$12.00 recording fee) and other valuable considerations, the receipt whereof is hereby acknowledged, as a condition of vacation case VAC2014-00019, does hereby grant and convey unto the said second party a perpetual utility easement for the location of all utilities over the following-described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

Dedication of a 2-foot wide utility easement running parallel and attached to the south side of a platted 8-foot utility easement (that being the south half of a platted 16-foot utility easement) located parallel to the north lot line of the Southeast 66 feet of Lot 9 excluding the southeast 12 feet thereof, Block D, Lowery Addition, all in Wichita, Sedgwick County, Kansas.

All rights are hereby granted for the party of the second part and franchised utilities to enter upon said premises at any time for the purpose of constructing, operating, maintaining, repairing and replacement of said utilities.

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

Date this 15 day of July, 2014

X

Tomas Limon & Leticia Ortiz X Leticia Ortiz  
Tomas Limon & Leticia Ortiz

STATE OF KANSAS )  
SEDGWICK COUNTY ) SS:

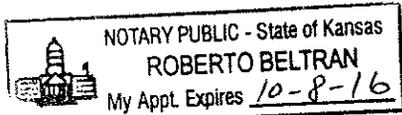
BE IT REMEMBERED, that on this 15 day of July, 2014, came before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Tomas Limon & Leticia Ortiz, who are personally known to me to be the same person(s) who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

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: 10-08-2016



City of Wichita  
City Council Meeting  
August 12, 2014

**TO:** Wichita Housing Authority Board

**SUBJECT:** 2014 Utility Allowances - Public Housing Program

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Wichita Housing Authority Board (Consent)

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**Recommendation:** Review and approve the 2014 revised utility allowances for the Public Housing Program.

**Background:** Housing Authorities are required by the U.S. Department of Housing and Urban Development (HUD) to annually review and make appropriate adjustments to the utility allowances provided for tenant furnished utilities. The allowances are subtracted from the tenant's adjusted gross rent to provide the net amount payable to Public Housing Authorities (PHA) as rent. The utility allowance calculations take into account the unit configuration, number of bedrooms, local climatic data, type of construction, design of the building along with the occupancy count. The allowance for the units is based on the electric, natural gas, water and sewer utility rates published by local utility suppliers.

The Quality Housing and Work Responsibilities Act of 1998 requires an annual review of utility allowances and if there has been a change (increase/decrease) of 10% or more in the utility allowance per unit size the allowance must be revised. Additionally, Title 24 of the Code of Federal Regulations Section 965.505 (e) states that "for systems that offer residents the option to choose air conditioning, the PHA shall not include air conditioning in the utility allowances."

**Analysis:** On March 18, 2014, the City Council approved 2014 Public Housing Utility Allowances based on the Five-Year Energy Audit and Utility Allowance Study performed by EMG from Hunt Valley Maryland. However, technical difficulties associated with WHA's electronic data system prevented staff from submitting the allowances which were approved. The difficulty occurred because the WHA created unique allowances for the same unit sizes in different housing groups (AMPs), however the system will allow only one allowance for each unit size. WHA staff has therefore modified the allowances so that they are consistent per unit size. In order to achieve a single utility allowance per unit, staff chose the higher of the utility allowances per unit, as listed on the following chart.

Staff presented these changes to the Tenant Advisory Board and they are supportive of the enclosed recommendations. The proposed utility allowances for Public Housing rental units will be effective with annual re-certifications, starting on November 1, 2014.

<u>Location</u>	<u>AMP</u>	<u>Unit Size</u>	<u>Utility Allowances</u>	
			<u>Approved 3/18/14</u>	<u>Proposed</u>
Greenway Manor	1	1 BR	\$37	\$37
Greenway Manor	1	2 BR	42	42
McLean Manor	1	1 BR	37	37
McLean Manor	1	2 BR	42	42
Rosa Gragg	2	1 BR	97	97
Bernice Hutcherson	2	1 BR	97	97
Single-family house	3	2 BR	149	149
Single-family house	3	3 BR	180	180
Single-family house	3	4 BR	211	220
Single-family house	3	5 BR	252	252
Single-family house	4	2 BR	139	149
Single-family house	4	3 BR	174	180
Single-family house	4	4 BR	220	220
Single-family house	4	5 BR	244	252
Single-family house	4	6 BR	267	267

**Financial Considerations:** The impact of the 2014 utility allowance schedule on the WHA budget will be determined by a number of factors, most of which are beyond the WHA's ability to forecast. Tenants paying minimum rent will receive the utility allowance in the form of a check from the WHA, based on their unit size and type. Tenants with higher incomes will have their rent adjusted downward by the utility allowance amount for their unit size and type. Utility allowance calculations are not used for tenants who pay flat rent rather than income-based rent. Staff will make the appropriate adjustments within the budget to address the impact.

**Legal Considerations:** The Law Department has reviewed and approved the 2014 utility allowances as to form.

**Recommendation/Action:** It is recommended that the Housing Authority Board review and approve the 2014 utility allowances for the Public Housing Program.

**Attachment:** None