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REVISED:
PULLED – CONSENT ITEMS II-7F AND 15
ADDED – COUNCIL MEMBER AGENDA, VIII-2
ADDED – PLANNING CONSENT, II-27
ADDED – WAA BOARD OB BIDS, II-28
PULLED – CONSENT ITEM II-23

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. August 20, 2013

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 13, 2013

AWARDS AND PROCLAMATIONS

- Proclamation:
Wichita Black Arts Festival Weekend
- Award:
Summer Youth Award

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. Shirley Mansfield - Railroad wait time at 21st North

II. CONSENT AGENDAS (ITEMS 1 THROUGH 28)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Quarterly Financial Report for the Quarter Ended June 30, 2013.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended June 30, 2013.

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

1. ZON2013-00013 – Zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential subject to Protective Overlay No. 277 on property generally located 300 hundred feet east of Knight Street on the north side of West Saint Louis Avenue, south of West Central and east of North West Street, 3514 West Saint Louis Avenue. (District VI)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change request subject to Protective Overlay #277 that limits the site to a maximum of eight dwelling units, place the ordinance on first reading and authorize the Mayor to sign the ordinance (three-fourths majority vote required); 2) Deny the application by making alternate findings (two-thirds majority vote required); or 3) Return the application to the MAPC for further consideration (simple majority vote required).

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

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Council Member Janet Miller to attend the Health Impact Assessment Conference in Washington, DC, September 23-25, 2013. The Pew Charitable Trust will cover airfare, hotel, registration and selective meals.

RECOMMENDED ACTION: Approve the expenditures.

2. Approval of travel expenses for Mayor Carl Brewer, Vice Mayor Pete Meitzner, Council Member James Clendenin and Council Member Jeff Blubaugh to attend the Transportation Summit in Emporia, Kansas, September 5, 2013.

RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 28)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated August 19, 2013.

- a. Report of Board of Bids and Contracts.

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

2. Applications for Licenses:

<u>Special Event</u>	<u>2013</u>	<u>(Consumption on Premises)</u>
Black Top Nationals	August 23rd through 25th, 2013	Kennedy Plaza

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Rupan Kantidev	One Stop***	802 North West Street
Rupan Kantidev	Quick Pick***	3733 North Arkansas
Rachael B Vegas	Target Store T-1944***	10800 East 21st North
Rachael B Vegas	Target Store T-1945***	2727 Maize Road
Amy Thrasher	Wal-Mart #5856***	601 North West Street Ste 100

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

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

4. Preliminary Estimates:

- a. Preliminary Estimates - None

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Revised Storm Water Sewer Petition to Serve Krug South Addition. (District II)
b. Revised Paving Petition to Serve Northborough Third Addition. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Deeds and Easements:

- a. Deeds and Easements.

RECOMMENDED ACTION: Accept documents.

7. Consideration of Street Closures/Uses.

- a. Community Events - 2013 Wichita Wagonmasters Chili Cook-off. (District VI)
- b. Community Events - Walk to End Alzheimer's. (Districts I and VI)
- c. Community Events - Race for Freedom. (District VI)
- d. Community Events - Autumn and Art at Bradley Fair. (District II)
- e. Community Events - Dash and Dine 5K. (District VI)
- f. **Community Events - The Color Run 5K. (PULLED PER CULTURAL ARTS DIRECTOR)**
- g. Community Events - Wesley Senior 5K. (District IV)
- h. Community Events - 2013 Wichita Flight Festival. (District II)

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

8. Design Services Agreements:

- a. Supplemental Design Agreement for NewMarket Office V Addition. (District V)
- b. Design Agreements for Bay Country Addition. (District V)

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

9. Property Acquisitions:

- a. Partial Acquisition of 2166 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- b. Partial Acquisition of 2905 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- c. Partial Acquisition of Land at 6008 West 29th Street for the 29th Street – Ridge to Hoover Road Improvement Project. (Districts V and VI)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

10. Minutes of Advisory Boards/Commissions

Joint Investment Committee, June 28, 2013
Board of Building Code Standards and Appeals, June 3, 2013
Airport Advisory Board, July 1, 2013

RECOMMENDED ACTION: Receive and file.

11. Community Event with Alcohol Consumption - Autumn and Art at Bradley Fair. (District II)

RECOMMENDED ACTION: Adopt the resolution.

12. Emergency Solutions Grant Contracts.

RECOMMENDED ACTION: Authorize the allocations, contracts and signatures for administration of the 2013-2014 Emergency Solutions Grant program.

13. Contract Amendments with Catholic Charities, Inc.

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

14. Contract Amendment with United Way of the Plains.

RECOMMENDED ACTION: Approve the budget adjustments to the 2012-2013 Emergency Solutions Grant allocations and authorize the contract amendment and necessary signatures.

15. Project Access Contract. (PULLED PER DIRECTOR OF HOUSING)

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

16. Report on Claims for July 2013.

RECOMMENDED ACTION: Receive and file.

17. Senior Management Expenses for the quarter ended June 30, 2013.

RECOMMENDED ACTION: Receive and file.

18. General Obligation Temporary Note Sale.

RECOMMENDED ACTION: Adopt the resolution: 1) authorizing the general obligation temporary note sale; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Mayor or the Director of Finance; 3) finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement; 4) authorizing distribution of the Notice of Sale; and 5) authorizing City staff, in consultation with Bond Counsel to take such further action reasonably required to implement this Resolution.

19. Acquisition by Eminent Domain of Tracts Required for the East Kellogg Freeway Project. (District II)

RECOMMENDED ACTION: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisitions.

20. Reconstruction of Old Lawrence Road Bridge. (District VI)

RECOMMENDED ACTION: Approve the agreement, place the ordinance on first reading, and authorize the necessary signatures.

21. Improvements to Douglas, Washington to Oliver. (Districts I and VI)

RECOMMENDED ACTION: Approve the agreement, place the ordinance on first reading, and authorize the necessary signatures.

22. Irrigation Systems Replacement and Upgrade.

RECOMMENDED ACTION: Approve the projects, adopt the Resolution and authorize signatures as required.

23. Payment of Delinquent Taxes – 3221 E. 1st Street and 3241 E. Victor Place. (District I)

(PULLED PER URBAN DEVELOPMENT DIRECTOR, ALLEN BELL)

24. Second Reading Ordinances: (First Read August 13, 2013)

- a. 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.

25. *SUB2013-00019 -- Plat of Duling Industrial 3rd Addition located south of MacArthur Road, on the east side of West Street. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and place the Ordinance on first reading.

26. *SUB2013-00020 -- Plat of Lange 2nd Addition located south of MacArthur Road, on the east side of West Street. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and place the Ordinance on first reading.

27. * SUB13-00015- Plat of K96 and Greenwich North Addition located on the east side of Greenwich, south of 29th Street North. (District II) (DEFERRED 08-13-2013)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and place the Ordinance on first reading.

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

28. *WAA Board of Bids and Contracts dated August 19, 2013.

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

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council
SUBJECT: Quarterly Financial Report for the Quarter Ended June 30, 2013
INITIATED BY: Department of Finance
AGENDA: New Business

Recommendation: Receive and file the Quarterly Financial Report.

Background: The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's web-site. Citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise funds, consistent with requirements of revenue bond covenants. The Quarterly Financial Report may not contain all the transactions and adjustments that could relate to activities in the first two quarters of 2013.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Supplementary information, including information on the performance of invested funds, capital projects currently underway, tax abatements, and a quarterly summary of disadvantaged and emerging business activity is presented in the final section of this report.

Financial Considerations: The Director of Finance will provide a financial overview at the City Council meeting.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended June 30, 2013.

Attachment: Quarterly Financial Report

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council

SUBJECT: ZON2013-00013 – Zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential subject to Protective Overlay No. 277 on property generally located 300 hundred feet east of Knight Street on the north side of West St. Louis Avenue (south of West Central and east of North West Street, 3514 West St. Louis Avenue) (District VI)

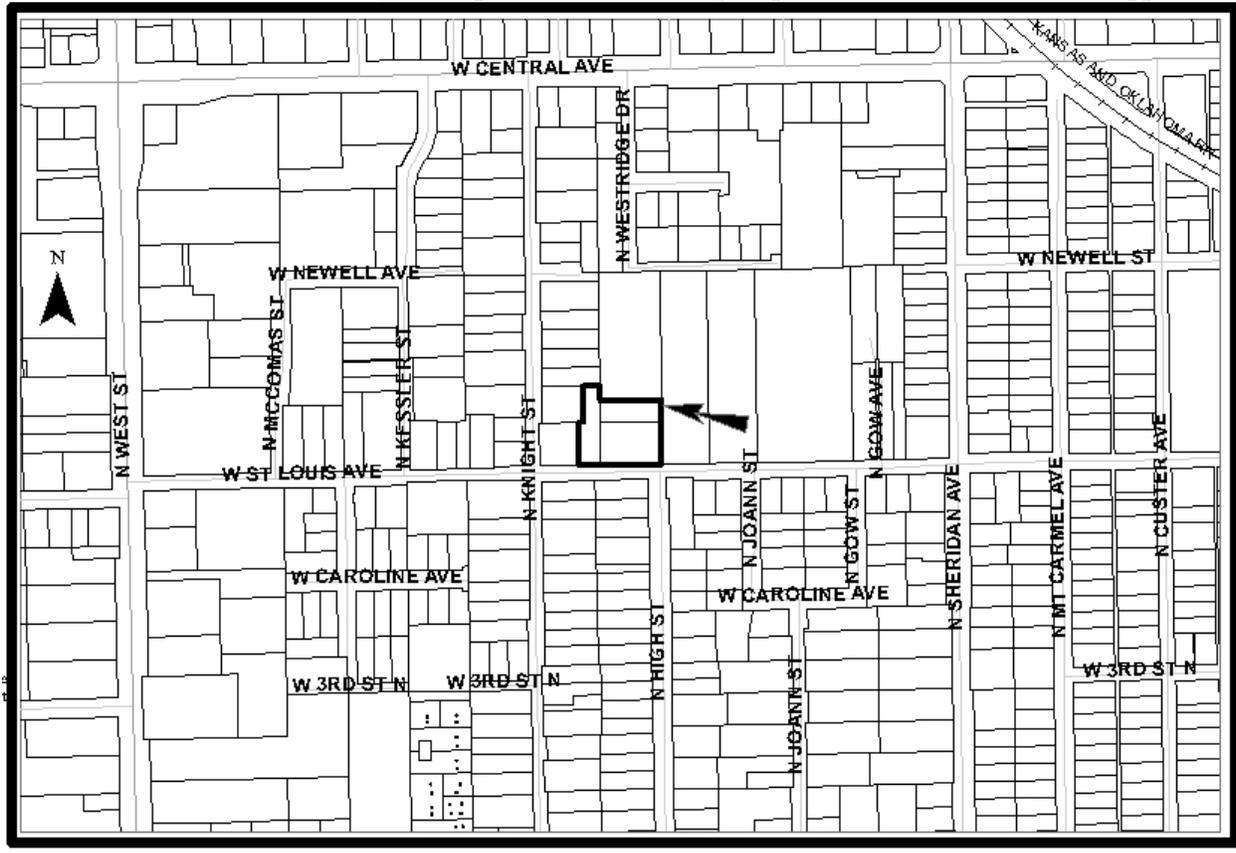
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

MAPC Recommendation: The MAPC recommended approval subject to a Protective Overlay #277 (10-2).

DAB Recommendation: District Advisory Board VI recommended approval (6-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval.



Background: The applicant is seeking TF-3 Two-family Residential (TF-3) zoning on .95 acre (approximately 41,382 square feet) zoned SF-5 Single-family Residential (SF-5) that is located north of West St. Louis Avenue, approximately 300 feet east of North Knight Street. The property is developed with a single-family residence and other accessory structures. The County Assessor's records indicate the existing residence was built in 1946. The applicant's agent indicates that the property will be lot split in a way so that the existing house will remain and that a duplex structure will be built to the east of the existing residence and a second duplex structure will be built to the west. The property has approximately 264 feet of frontage along West St. Louis Avenue.

Abutting and adjoining properties are predominantly zoned SF-5 and developed with single-family residences, two-family residences, radio broadcast towers or are vacant. A property, .9 acre in size, located approximately 100 feet east of the application area, at the southwest corner of West St. Louis and North Joan Street, is zoned TF-3, and is developed with four two-family residences. Lot sizes surrounding the application area range in size from 2.69 acres to 10,890 square feet.

In the TF-3 district, the Wichita-Sedgwick County Unified Zoning Code (UZC) permits single-family residential development on lots as small as 3,500 square feet and duplex development on lots with a minimum lot area of 3,000 square feet per dwelling unit or 6,000 square feet per duplex structure. A duplex is defined by the Unified Zoning Code as the use of a lot for two principal dwelling units within a single building. If the site were scraped clean, it could accommodate 6.89 six-thousand square-foot lots or up to six duplex structures.

The City's Stormwater Engineer indicates he is aware of drainage concerns at the intersection of North Sheridan Avenue and West St. Louis where water is reported to be curb depth or somewhat higher on occasion. The Federal Emergency Management Agency floodway map indicates the property has a less than .2 percent chance of annual flooding.

Analysis: District Advisory Board (DAB) VI heard the rezone request on June 19, 2013, and recommended unanimous (6-0) approval. There were three members of the public who spoke in opposition to the request. Neighbors expressed the following concerns: The proposed duplexes will be rentals and not owner occupied single-family residences. Renters are more transient than residents of owner-occupied units and tend to not become as involved with the upkeep of the neighborhood as are the rest of the neighborhood's residents. Multiple duplex units will decrease property values for existing residences. Traffic volumes will increase. New construction in the area will increase flooding. Rental units will increase the number of police and EMS calls.

At the Metropolitan Area Planning Commission (MAPC) meeting held on June 20, 2013, the MAPC voted (10-2) to recommend approval of the request subject to Protective Overlay #277 (PO-277) that limits the site to a maximum of eight dwelling units. There were neighboring property owners present to speak in opposition, and at least eight letters of protest had been received prior to the MAPC meeting. These letters repeated many of the opposition's comments that had been presented at the DAB VI meeting. By the end of the protest period at least twelve property owners had filed protests that equal 35.61 percent. State statute requires a three-fourths majority vote (six out of seven) on the part of the City Council to approve applications that have a 20 percent or greater protest.

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: 1) Adopt the findings of the MAPC, approve the zone change request subject to Protective Overlay #277 that limits the site to a maximum of eight dwelling units, place the ordinance on first reading and authorize the Mayor to sign the ordinance (three-fourths majority vote required); 2) Deny the application by making alternate findings (two-thirds majority vote required); or 3) Return the application to the MAPC for further consideration (simple majority vote required).

Attachments: Protest map, Ordinance, MAPC minutes, DAB memo and eight protest letters.

ORDINANCE NO. 49-560

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. ZON2013-00013

Zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-family Residential (TF-3) on an approximately .95 acre described as:

Lot 20 EXCEPT the North 361 feet and EXCEPT the North 114 feet of the West 139 feet of the South 249 feet and EXCEPT the South 135 feet of the West 125 feet thereof, Knight Acres Addition to Wichita, Sedgwick County, Kansas.

AND

The South 135 feet of lot 21, Knight Acres Addition to Wichita, Sedgwick County, Kansas.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #277:

The site is restricted to a maximum of eight dwelling units.

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

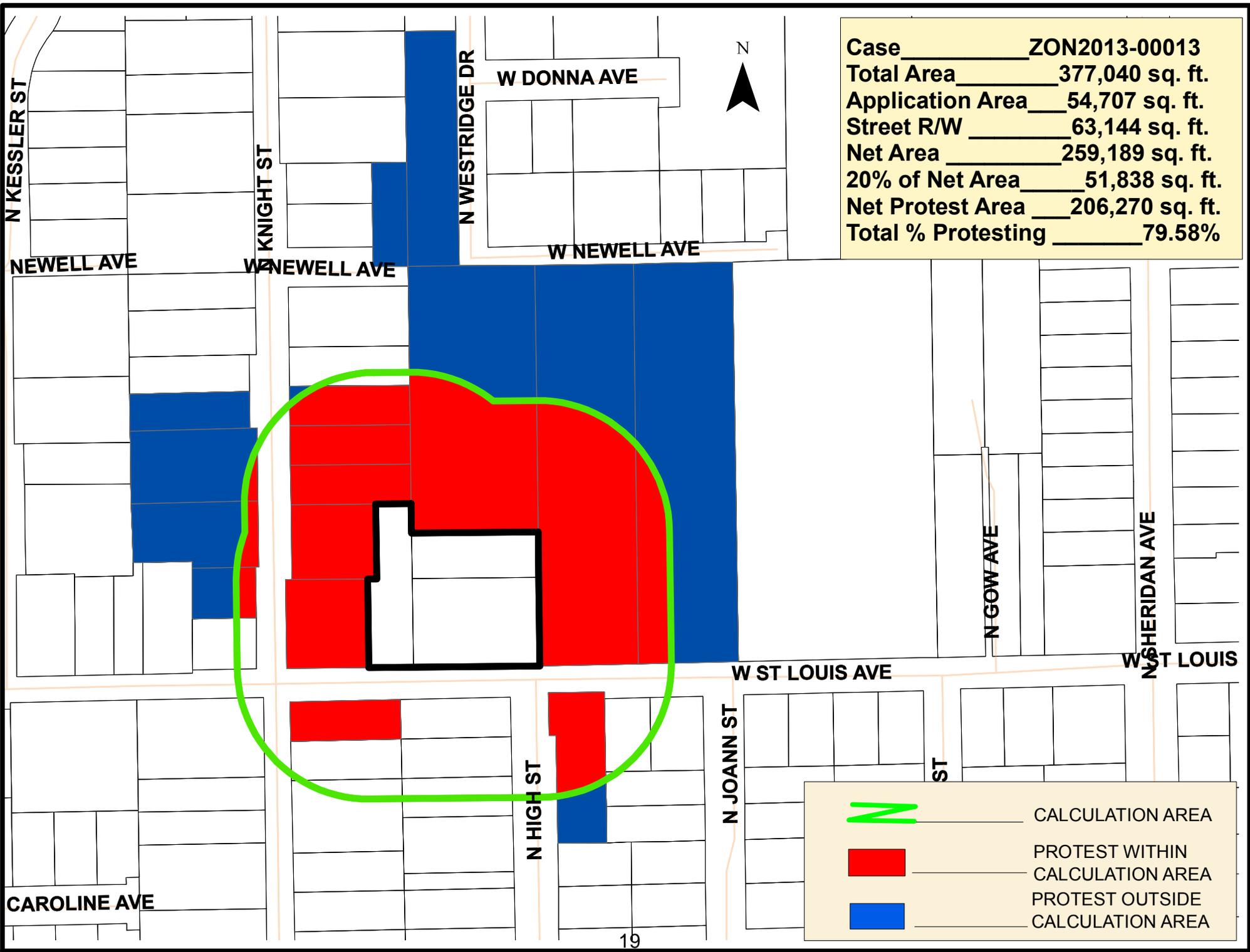
ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

Case _____ ZON2013-00013
 Total Area _____ 377,040 sq. ft.
 Application Area _____ 54,707 sq. ft.
 Street R/W _____ 63,144 sq. ft.
 Net Area _____ 259,189 sq. ft.
 20% of Net Area _____ 51,838 sq. ft.
 Net Protest Area _____ 206,270 sq. ft.
 Total % Protesting _____ 79.58%



N CALCULATION AREA
 PROTEST WITHIN CALCULATION AREA
 PROTEST OUTSIDE CALCULATION AREA

**EXCERPT MINUTES OF THE JUNE 20, 2013 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2013-00013 - N&N Properties, LLC (Gaylan Nett) / Ruggles & Bohm, P.A. (Chris Bohm) request a City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on property described as:

Lot 20 EXCEPT the North 361 feet and EXCEPT the North 114 feet of the West 139 feet of the South 249 feet and EXCEPT the South 135 feet of the West 125 feet thereof, Knight Acres Addition to Wichita, Sedgwick County, Kansas.

AND

The South 135 feet of lot 21, Knight Acres Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is seeking TF-3 Two-family Residential (TF-3) zoning on .95 acre (approximately 41,382 square feet) zoned SF-5 Single-family Residential (SF-5) that is located north of West St. Louis Avenue, approximately 300 feet east of North Knight Street. The property is developed with a single-family residence and other accessory structures. The County Assessor's records indicate the existing residence was built in 1946. The applicant's agent indicates that the property will be lot split in a way so that the existing house will remain and that a duplex structure will be built to the east of the existing residence and a second duplex structure will be built to the west. The property has approximately 264 feet of frontage along West St. Louis Avenue.

Abutting and adjoining properties are predominantly zoned SF-5 and developed with single-family residences, two-family residences, radio broadcast towers or are vacant. A property, .9 acre in size, located approximately 100 feet east of the application area, at the southwest corner of West St. Louis and North Joan Street, is zoned TF-3, and is developed with four two-family residences. Lot sizes surrounding the application area range in size from 2.69 acres to 10,890 square feet.

In the TF-3 district, the Wichita-Sedgwick County Unified Zoning Code (UZC) permits single-family residential development on lots as small as 3,500 square feet and duplex development on lots with a minimum lot area of 3,000 square feet per dwelling unit or 6,000 square feet per duplex structure. A duplex is defined by the Unified Zoning Code as the use of a lot for two principal dwelling units within a single building. If the site were scraped clean, it could accommodate 6.89 six-thousand square-foot lots or up to six duplex structures.

The City's Stormwater Engineer indicates he is aware of drainage concerns at the intersection of North Sheridan Avenue and West St. Louis where water is reported to be curb depth or somewhat higher on occasion. The Federal Emergency Management Agency floodway map indicates the property has a less than .2 percent chance of annual flooding.

CASE HISTORY: The application area is parts of Lots 20 and 21, Knight Acres Addition that was recorded in December of 1918.

ADJACENT ZONING AND LAND USE:

North: SF-5; single-family residential
South: SF-5, TF-3; single-family residential, duplex

East: SF-5; vacant, radio broadcast tower

West: SF-5; single-family

PUBLIC SERVICES: West St. Louis Avenue has 50 feet of right-of-way, and is a paved local road. Municipal services are adjacent to the site or are nearby and are available for extension. There is a manhole for an eight-inch sanitary sewer line located on the subject property. A water main is located in West St. Louis Avenue right-of-way.

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.

RECOMMENDATION: Based upon the information available at the time this report was prepared, staff recommends approval of the request.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Abutting and adjoining properties are predominantly zoned SF-5 and developed with single-family residences, a radio broadcast tower or are vacant. A property, .9 acre in size, located approximately 100 feet east of the application area, at the southwest corner of West St. Louis and North Joan Street, is zoned TF-3, and is developed with two-family residences. Lot sizes surrounding the application area range in size from 2.69 acres to 10,890 square feet.
2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned SF-5 which primarily permits single-family residential uses plus some other institutional and civic uses. The site is developed with a single-family residence and could presumably continue to be used as developed, or re-developed with single-family residences.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request should not detrimentally impact adjoining properties. TF-3 zoning has previously been introduced into the larger neighborhood. Existing code requirements contained in the zoning, building, fire and sanitation codes should mitigate any anticipated impacts.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval would allow the property to be more intensely developed and probably represents an improved economic opportunity for the property owner.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “urban residential” uses. The “urban residential” category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. 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.

6. Impact of the proposed development on community facilities: An increase in the number of dwelling units will result in an increase in the number of trips generated from the site when compared to a single-family residence; however, existing facilities are in place or can be obtained with a re-plat or lot split. The amount of impermeable surface created by the proposed development will create a negligible increase in runoff.
7. Neighborhood support or opposition: Staff has received two letters in opposition to the request.

DALE MILLER, Planning Staff presented the Staff Report. He reported that DAB VI recommended approval, but added that a number of people spoke in opposition to the request. He added that he has received nine letters of opposition to date. He referred Commissioners to hand outs at today's meeting. He said some of the concerns expressed were that rental properties wouldn't be maintained like owner occupied properties. He said there was also a concern that increased development will increase the flooding that currently occurs in the area. He said the City Storm Water Engineer has indicated that the request will not detrimentally impact the area. He said the Storm Water Engineer indicated that drainage along Sheridan and St. Louis Streets gets curb deep and there is need for improvements in the area. He said there were also concerns about crime and safety.

CHRIS BOHM, RUGGLES & BOHM, 924 N. MAIN, AGENT FOR THE APPLICANT indicated he had attended the DAB meeting and acknowledged that residents spoke in opposition to the request. He said this is a straight forward request for Two-Family Residential zoning with the idea of refurbishing the existing structure into a possible duplex and adding one more structure right now and possibly another in the future. He said at the DAB meeting they discussed drainage, water flow and how streets are designed to handle flow at some depth and traffic concerns. He said one of the DAB members reported that the trip generation from TF-3 is actually lower than from a single-family home according to the National Traffic Institute. He said this is an in-fill spot that the applicant would like to utilize.

FOSTER clarified that the applicant was talking about two duplexes.

BOHM said the current plan was to develop up to two duplexes so there would be three structures; however, he said as he pointed out at the DAB meeting, if the zoning is changed and the applicant wants to replat at a later date and gain more density at the site, they would be within their right to do so. He said that is not the plan right now, but he doesn't want to try to sell the request on the idea that it is just going to be two structures. He said a site plan is not required, but the plan could change over time. He noted that the vacant area adjacent to the site could be zoned for duplexes in the future and that could turn into a bigger development plan. He concluded by saying that two structures is the plan as it stands right now.

SUE MOLL, 516 N. KNIGHT said they are not in favor of two duplexes, but knowing there is a possibility that there could be six structures is of greater concern to them. She said this is a good family neighborhood with single-family homes except for one duplex. She said police are continually at the duplex day and night for many reasons. She said with the history of this duplex, they are concerned that this same type of activity is going to occur behind them.

FOSTER asked the speaker what was their experience with the other duplexes in the area.

MOLL suggested he ask her husband.

ROBERT MOLL, 516 N. KNIGHT said a couple of neighbors on 9th Street asked if they could make comments about the duplexes that went in down the street and were told that they are more than 200 feet away so they didn't have anything to say about it. He said the other duplexes are a slab of concrete with four houses put in elbow to elbow. He said sometimes people can't afford anything better and there is nothing wrong with that. He said his main concern is if the site were scrapped clean it could accommodate up to six duplexes. He said when the request first came up he didn't see any problem with one duplex, but he does have a problem with six duplexes.

G. SHERMAN asked the speaker to point out where his home was located on the aerial map.

MOLL indicated the property directly adjacent to the site. He mentioned that he tried to purchase part of the adjoining property for garden space.

BOHM said he didn't sit down and do the math to try to figure out if you could get six units on the site. He said that would be a stretch and the proposal would have to go through the replatting process and be heard by the both the Subdivision Committee and in turn the Planning Commission. He said the applicant does not intend to scrap the site; however, he reiterated that a zone change is a zone change and once the zoning is changed, the site is available for that use. He said it is an infill project and it is more than likely that two additional units will be put on the site using the lot split process.

WARREN asked about the size of the units the applicant plans to build.

BOHM referred the question to the property owner.

GAYLAND NETT, 1650 S. MERIDIAN, APPLICANT said the units are 1,100 square feet with three bedrooms; two bathrooms and an attached garage. He said the units rent from \$750 – \$900 per month depending on the neighborhood where they are located.

MCKAY asked the applicant if the Commission requested an overlay of no more than three buildings or six units would they be opposed to that even though it would restrict them in the future.

NETT said there are adjacent properties and if they were rezoned and replatted at a later time, it would devalue his property.

MCKAY said that would have no bearing on this piece of property. He asked about a maximum of three buildings or six units on this ground.

NETT said the house currently rents for \$1,000 a month so it is not going to get taken down. He said he was okay with a three building maximum.

MITCHELL said the application states two lots; however, the drawing he has shows two lots and part of something else.

BOHM said he would have to look at the legal, he said it looks like the application area is part of three lots to him.

MCKAY said his conversation with the property owner excluded the house already on the property.

BOHM clarified that his understanding of the proposed PO is that within the confines of the legal description provided, three units could be placed and the current house could be used as it exists or it could be replaced.

MCKAY said the owner doesn't want to tear the house down. He said in addition to the house, they could build three additional duplexes.

BOHM said correct; that is acceptable.

G. SHERMAN asked if the letters that had been received are within the protest or notification area.

MILLER said he was not sure; however, it appeared that most of the letters are similar so there must have been some type of form letter used and modified for each individual home owner.

G. SHERMAN said one of the speakers mentioned that someone was told they couldn't come and speak or sign a petition because they were out of the protest area. He asked staff about that.

MILLER said he believes what happened was that in the process of explaining the super majority vote required for passage by the governing body, only protests from residences within a 200 feet distance of the site count. He said he believes people convert that to mean that if their residence is beyond 200 feet, then they can't do anything.

DIRECTOR SCHLEGEL clarified that they can sign a protest petition; however, it does not count towards getting the 20% required for a super-majority vote.

WARREN said having spent one half of his adult life living in duplexes, he said he believes the concerns the neighbors have aren't related to the value of properties. He said people who are lower income seem to have more problems and that is just a social economic aspect of life. He said he can't see any justification for not approving what the applicant is requesting.

MILLER requested clarification that the Commission was not restricting the existing home from being modified.

MOTION: To approve subject to staff recommendation with a protective overlay limiting development to a maximum of 8 units.

WARREN moved, **MCKAY** seconded the motion, and it carried (10-2). **FOSTER** and **MILLER STEVENS** – No.

6-20-13

MAPC

HAND OUT

ITEM #6



INTEROFFICE MEMORANDUM

TO: MAPC Members
FROM: Terri Dozal, Neighborhood Assistant, District VI
SUBJECT: ZON2013-00013
City zone change from SF-5 Single-Family residential to TF-3 Two-Family residential, generally located southeast of Central Ave. and West Street, east of Knight Street on the north side of St. Louis Ave. Staff will present the case background and answer questions.
DATE: June 20, 2013

On Wednesday June 19, 2013 the District VI Advisory Board (DAB) considered a City zone change from SF-5 Single-Family residential to TF-3 Two-Family residential, generally located southeast of Central Ave. and West Street, east of Knight Street on the north side of St. Louis Ave.

The members were provided the MAPD staff report for review prior to the meeting. *Jess, McNeely, Planner* presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked/made the following questions/comments:

- Flooding –will there be impact on Sheridan and West St. Louis?
- The drainage won't be allowed to leave the site faster than it does now, correct?
- Is this the same developer from down the street?
- I don't see any public health or safety addressed.

There were three members of the public to speak in opposition of this request stating:

- There will be increased traffic.
- Where will the rain go and it will flood.
- Would you want this in your back yard?
- Don't believe we need this in our neighborhood.
- We already have one duplex and have problems with those renters. Police come to the duplex a lot.
- This won't benefit my property.
- This will bring in lower income people and I don't want to lose my power tools, lawn mower, etc.

******Action:** The District VI Advisory Board members made a motion to recommend to City Council **Approval (6-0)** for the zone change, subject to the findings listed in the staff report.

Please review this information when ZON2013-00013 is considered.

mtd

Richard

From: "Richard" <richlogic@att.net>
To: <mcrockett@wichita.gov>
Sent: Monday, June 17, 2013 12:45 PM
Subject: Case No. ZON2013-00013
Metropolitan Planning Commission
Wichita City Hall
455 N Main St
Wichita, KS 67202

RECEIVED

JUN 24 '13

CITY CLERK OFFICE

Subject: Case No. ZON2013-00013
Applicant: N & N Properties LLC

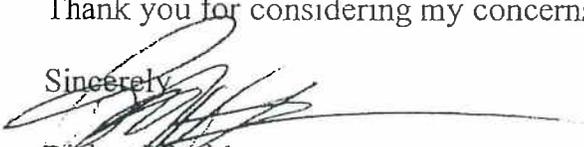
I am writing to protest the zoning change from SF-5 Single Family Residence to TF-3 Two Family Residence as requested in case number ZON2013-00013.

I purchased my home in 1999 and this has been a quiet and friendly neighborhood. The fact the the properties around my home are single family and not rental properties was part of my decision process.

I am concerned that the change will mean the addition of multiple duplexes in the neighborhood. I believe this would lead to a decrease the property values for the rest of the properties in the neighborhood. It would also increase the traffic flow through the neighborhood.

Thank you for considering my concerns before before making a decision.

Sincerely,


Richard Smith
520 N Knight
Wichita, KS 67203
316 210-7638

RECEIVED

JUN 20 '13

CITY CLERK OFFICE

May 5, 2013

RECEIVED
JUN 07 2013
BY: Mac

Metropolitan Area Planning Commission
Wichita City Hall, 10th Floor
455 N. Main
Wichita, KS 67202-1688

Subject: Case No. ZON2013-00013
Applicant: N & N Properties LLC

This letter is in protest to Case No. ZON2013-00013 for the City Zone Change from SF-5 Single Family Residential to TF-3 Two-Family Residential.

My wife and I have lived in this neighborhood located at 3524 W. St. Louis for 32 years which has always been single family dwellings. According to the square footage of the lot, there may be six duplexes built in the area.

I believe that if multiple duplexes are built that it will decrease the value of my property. I continue to improve my house and lot. My property also adjoins this property.

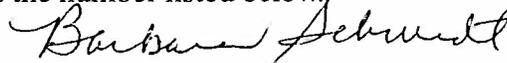
It will also increase the traffic flow in the area of which we already get the traffic from Central and West streets.

During the rainy season there would also be more flooding from roofs of multi-dwelling homes which would run to the street on St. Louis and create more flooding.

I also believe that a development plan should be submitted before consideration of approval.

I can be reached for comments at the number listed below.


Richard and Barbara Schmidt
3524 W. St. Louis
Wichita, KS 67203
Phone: (316) 942-9016



6 20-13 MAPC

HANDOUT
RECEIVED

June 19, 2013

ITEM #6

To whom it may concern,

JUN 20 '13

CITY CLERK OFFICE

We Antonio and Delilah Huerta live at 549 N. Knight St. Wichita Ks 67203 (Lot 2, Irene's Addition). We are protesting against the zone change from a single-family residential to two-family residential located southeast of Central Ave. and West Street, east of Knight Street on the north side of St. Louis Ave. The case number being ZON2013-00013.

I Delilah Huerta went to the advisory board meeting on 6/19/2013. One of the board members mentioned that the family's there who were protesting against this zone change were discriminating against low income people because WE DO NOT want this two family residential home zone change to occur. I did not appreciate that comment and I will tell you my husband and I are Hispanics, have been to the poorest of poorest places in the world, and have lived more low income than most people here in the United States can imagine. We are in no place to judge low income people and **will not** do so.

I will tell you that we are a normal hard working middle class family with four children and me being a stay at home mother who have moved to this area and neighborhood for the simple reason that this neighborhood is a single-family residential area. We love and know most our neighbors as if they were family and that's how we neighbors get along (just like a family). This is a wonderful area and neighborhood to live in for the most part. There has been one nuisance in the neighborhood and that is the DUPLEX right next door to us. Police officials, EMT Responders, drug dealers, drug users, homeless, drunk, handicapped, mentally ill, loud, obnoxious people who can care less about the neighbors and neighborhood come in and out ALL the time from this duplex. We never know who and what we will get next when the current people move out, which is quite often or how it will affect us and our neighborhood because IT ALWAYS affects us. This is definitely a safety hazard to me and my family and the rest of the neighbors and their families. Our neighborhood does not need this zone change. These zone changes to bring more duplexes in our neighborhood WILL NOT benefit this neighborhood or area. We will have so much **traffic** as if we don't already have enough, **flooding** in that area is an issue, **value of our homes** will go down, and **safety** to our family and neighbors will be a BIG issue.

It does not take a rocket scientist to know that a two-family residential home compared to a single-family residential home has more issues and statistically just not as safe to be around! We all know that and this is why my family and I are protesting to this zone change.

Thank you,

Delilah Huerta

Antonio Huerta
Delilah and Antonio Huerta

6-20-13 MAPC

HAND OUT

ITEM #6

June 17, 2013

RECEIVED

JUN 20 '13

CITY CLERK OFFICE

Metropolitan Area Planning Commission
Wichita City Hall, 10th Floor
455 N. Main
Wichita, KS 67202-1688

Subject: Case No. ZON2013-00013

Applicant: N&N Properties, LLC.

We are writing this letter in protest of the above-referenced subject for the city zone change from SF-5 Single Family Residential to a TF-3 Two-Family Residential.

We purchased our home at 458 North Knight in December of 1995. The fact that all properties connected to our property were single family dwellings was a real plus for our decision to purchase our property. Also, my wife, Virgie Scott, grew up in this nice, quiet neighborhood, another reason for purchasing our home.

We feel that if this city zone change were approved it would affect the value of our property. We are continually making improvements on our property and do not want the value to go down. This change would also increase the traffic flow in the area which is a real concern. We already have quite a lot of traffic from Central and West Streets. There are children in the area and the increased traffic flow could increase the danger for them.

Thank you for taking our concerns into consideration before reaching a decision.

Sincerely,

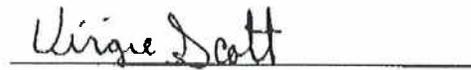


Clinton Scott

458 N. Knight

Wichita, KS 67203

Phone: (316)648-8018



Virgie Scott

6-20-13 MAPC

HANDOUT

ITEM #6

RECEIVED

JUN 20 '13

CLERK OFFICE

June 17, 2013

Metropolitan Area Planning Commission
Wichita City Hall, 10th Floor
455 N. Main
Wichita, KS 67202-1688

Subject: Case No. ZON2013-00013
Applicant: N&N Properties, LLC.

I am writing this letter in protest of the above-referenced subject for the city zone change from SF-5 Single Family Residential to a TF-3 Two-Family Residential.

My husband, Bill Rucker, now deceased, inherited our property when his father passed in 1954. Bill and I were married in August of 1955. In 1978, the title of record was changed with my name added, Roberta Rucker. I have lived in my home for 52 years. I love my quiet neighborhood. I also own a large undeveloped property across the street from my home.

I feel that if this city zone change were approved it would affect the value of my properties. I am continually making improvements on my property and do not want the value to go down. This change would also increase the traffic flow in the area which is a real concern. We already have quite a lot of traffic from Central and West Streets. There are children in the area and the increased traffic flow could increase the danger for them.

Thank you for taking my concerns into consideration before reaching a decision.

Sincerely,

Roberta Rucker

Roberta Rucker
3433 W. St. Louis
Wichita, KS 67203
Phone: (316)942-3954

6-20-13 MAPC

HANDOUT

ITEM # 6

June 14, 2013

RECEIVED
JUN 17 2013
BY: MM

Metropolitan Area Planning Commission
Wichita City Hall, 10th Floor
455 N. Main
Wichita, KS 67202-1688

RECEIVED

JUN 20 '13

Subject: Case No. ZON2013-00013
Applicant N&N Properties LLC

CITY CLERK OFFICE

We are writing this letter in protest of Case NO. ZON2013-00013 for the City Zone Change from SF-5 Single Family Residential to TF-3 Two-Family Residential.

We purchased our home at 516 N. Knight in March of 1994. The fact that all properties connected to our property were single family dwellings was a real drawing card for our decision to purchase our property.

We feel that if this city zone change were approved it would affect the value of our property. We are continually making improvements on our property and do not want the value to go down. This change could also increase the traffic flow in the area which is a real concern. We already have quite a lot of traffic from Central and West Streets. There are children in the area and increased traffic could increase the danger for them.

Thank you for taking our concerns into consideration before reaching a decision.

Sincerely,

Robert L. Mull

Robert L. Mull

Sue Zann Mull

Sue Zann Mull

516 N. Knight
Wichita, KS 67203
Phone: 316-942-2071

6-20-13 MAPC

HANDOUT

ITEM# 6

RECEIVED

JUN 20 '13

CITY CLERK OFFICE

June 16, 2013

Metropolitan Area Planning Commission
Wichita City Hall, 10th Floor
455 N. Main
Wichita, KS 67202-1688

Subject: Case No. ZON2013-00013
Applicant: N&N Properties LLC

I am writing this letter in protest to Case No. ZON2013-00013 for the City Zone Change from SF-5 Single Family Residential to TF-3 Two-Family Residential.

My husband and I moved to 543 N. Knight in April, 2003. We loved the neighborhood because it was single family dwellings and a quiet neighborhood. I feel that a city zone change, if approved, would lower my property value. I am also concerned about the traffic flow that would result in new zoning. I feel traffic flow would be greatly increased putting our neighborhood children at greater risk.

My husband went home to be with the Lord April, 2007. I am concerned that with multi-family dwellings we would no longer have a quiet neighborhood.

Thank you for considering my concerns before reaching a decision.

Respectfully,



Mrs. Rose Marie Kreis
543 N. Knight Street
Wichita, KS 67203
Phone: 316-944-0630

RECEIVED
JUN 18 2013
BY: _____

6-20-13 MAPC

HAND OUT

ITEM # 6

zoning comments
From: Lara [lara_riley@rysys.kscoxmail.com]
Sent: Wednesday, June 19, 2013 3:50 PM
To: Crockett, Maryann
Subject: zoning comments

RECEIVED
JUN 20 2013
11:50 AM

June 18, 2013

Metropolitan Area Planning Commission
Wichita City Hall, 10th Floor
455 N. Main
Wichita KS 67202-1688

Subject: Case # ZON2013-00013
Applicant: N & N Properties LLC

I am writing to you to protest Case number ZON2013-00013 for the City Zone Change from SF-5 Single Family Residential to TF-3 Two Family Residential.

I have lived in the neighborhood under consideration for zone change for 15 years. My home is located at 510 N. Knight St. My property line adjoins the property petitioning to build duplexes. I strongly protest the building of multi family rental properties in my neighborhood as I don't want to see my property value adversely affected. My wife and I are raising three children in our home and the increase in street traffic would also be very unappreciated. We already have a heavier volume of traffic than the average residential street because at times people use our street to avoid heavy traffic on West St and Central.

A development plan should be submitted before consideration of approval.

Thank you for your time and consideration,

Paul and Lara Riley
510 N. Knight St.
Wichita KS 67203
Phone: (316) 943-8714

Wichita, Kansas
August 19, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated August 12, 2013 were read and on motion approved.

Bids were opened August 16, 2013, pursuant to advertisements published on:

Frontgate from the south line of Central Avenue, south, east, and south to the north line of Tamarac Lane; Tamarac Lane from the east line of the plat west to the east line of Herrington; Herrington from the south line of Tamarac Lane north to the west line of Frontgate; Herrington Circle from the south line of Herrington, south to the north line of Reserve D and that sidewalk be constructed on Herrington, on a portion of Frontgate, and on a portion of Tamarac Lane to serve Frontgate Addition (south of Central, west of 127th Street East) (472-85099/766298/490316) does not affect existing traffic. (District II)

Kansas Paving Company - \$238,362.35

Rockhill from the east line of Branblewood Street to a cul-de-sac, ending at a point approximately 900' east of Branblewood to serve Northborough 3rd Addition (south of 21st Street North, east of Woodlawn) (472-85105/766296/490314) Traffic to be maintained during construction using flagpersons and barricades. Stormwater Drain #390 to serve Northborough 3rd Addition (south of 21st Street North, east of Woodlawn) (468-84893/751519/485410) Traffic to be maintained during construction using flagpersons and barricades. (District II)

Kansas Paving Company - \$168,851.50 Group 1
 \$12,470.00 Group 2
 \$181,321.50 Aggregate Bid Total

Storm Water Sewer #669 to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) (468-84835/751516/485407) Traffic to be maintained during construction using flagpersons and barricades. (District II)

Mies Construction - \$93,140.00

Storm Water Drain #389 to serve Bay Country Addition (west of 119th Street West, south of Central) (468-84887/751520/485411) Does not affect existing traffic. (District V)

Unruh Excavating - \$173,275.25

Lindberg from the north line of 13th Street to and including the cul-de-sac to serve Waterfront 6th Addition, Phase 1 (north of 13th Street North, west of Greenwich) (472-84626/766292/490310) Does not affect existing traffic. Stonegate Lane from the east edge of North Lindberg Street to the west edge of North Veranda Street to serve Waterfront 8th Addition, Phase 1 (north of 13th Street North, west of Greenwich) (472-85097/766293/490311) Does not affect existing traffic. (District II)

Kansas Paving Company - \$111,972.50 Base Bid Group 1
\$57,017.45 Base Bid Group 2
\$132,483.50 Group 1 - Add Alternate 1
\$80,130.00 Group 2 - Add Alternate 1
\$381,603.45 Bid Total

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

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

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES
DIVISION: 65 HP 4x4 Tractors.**

Prairieland Partners Inc. - \$110,067.00 Base Bid
\$4,000.00 Option 1 per tractor
<\$27,000.00> Option 2 Deduct

**PUBLIC WORKS AND UTILITIES DEPARTMENT/ENGINEERING DIVISION:
Traffic Signal Poles and Mast Arms.**

Gades Sales Co Inc. - \$29,329.00

**VARIOUS DEPARTMENTS, BOARDS AND AGENCIES: Roll Tissue, Paper
Towels.**

Southwest Paper* -	\$10,885.00	Group 1
Massco Inc. * -	5,253.75	Group 2
Lafe T Williams and Associates Inc.* -	\$4,774.50	Group 3
Massco Inc. * -	\$4,557.00	Group 4
Massco Inc.* -	\$27,534.00	Group 5
Southwest Paper Company Inc.*-	\$4,595.00	Group 6
Lafe T Williams and Associates Inc.*-	\$9,990.00	Group 7
Southwest Paper Company Inc. *-	\$7,500.00	Group 8
Lafe T Williams and Associates Inc.*-	\$1,355.00	Group 9
Lafe T Williams and Associates Inc.*-	\$996.35	Group 10

*Estimate – Contract approved on unit cost basis; refer to attachments.

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

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

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: August 19, 2013

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**August 16, 2013**Paving – Frontgate, Tamarac Lane, Herrington, Herrington Circle to serve Frontgate Addition (south of Central, west of 127th Street East) – Public Works & Utilities Department/Engineering Division**Kansas Paving Company****\$238,362.35**

Paving and Storm Water Drain – Public Works & Utilities Department/Engineering Division

Kansas Paving Company**Group 1 – Rockhill****\$168,851.50****Group 2 – SWD #390****12,470.00****Aggregate Bid Total****\$181,321.50**

Storm Water Sewer No. 669 to serve Krug South Addition – Public Works & Utilities Dept./Engineering Division

Mies Construction**\$93,140.00**

Storm Water Drain #389 to serve Bay Country Addition – Public Works & Utilities Dept./Engineering Division

Unruh Excavating**\$173,275.25**

Paving – Lindberg Phase 1 and Stonegate Phase 1

Kansas Paving Company**Base Bid Group 1- Lindberg – Ph 1 Waterfront 6th Addn.****\$111,972.50****Group 1 – Add Alternate 1****132,483.50****Base Bid Group 2 – Stonegate – Ph 1 Waterfront 8th Addn.****57,017.45****Group 2 – Add Alternate 1****80,130.00****Aggregate Bid Total****\$381,603.45****PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****August 16, 2013**

65HP 4x4 Tractor – Public Works & Utilities Department/Fleet & Facilities Division

Prairieland Partners, Inc.**Base Bid****\$110,067.00****Option 1 (Add) (Per Tractor)****\$4,000.00****Option 2 (Deduct)****<\$27,000.00>**

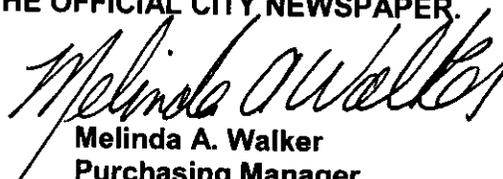
Traffic Signal Poles & Mast Arms – Public Works & Utilities Department/Engineering Division

Gades Sales Company, Inc.**\$29,329.00**

Roll Tissue, Paper Towels and Miscellaneous Paper Products – Various Departments, Boards & Agencies (Deferred from August 12, 2013) (See Exhibit B for Itemized Pricing in the Formal Bid Report)

Southwest Paper Company, Inc.**Group 1****\$10,885.00****Massco, Inc.****Group 2****\$5,253.75****Lafe T Williams & Associates, Inc.****Group 3****\$4,774.50****Massco, Inc.****Group 4****\$4,557.00****Southwest Paper Company, Inc.****Group 5****\$27,534.00****Lafe T Williams & Associates, Inc.****Group 6****\$4,595.00****Southwest Paper Company, Inc.****Group 7****\$9,990.00****Lafe T Williams & Associates, Inc.****Group 8****\$7,500.00****Group 9****\$1,355.00****Group 10****\$996.35**

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



Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - August 16, 2013

RQ#340715

FB#340148		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Comejo & Sons, LLC
Frontgate, Tamarac lane, Herringgton, Herrington Circle to serve Frontgate Addition		\$251,390.00	\$281,661.12		\$262,498.87
(south of Central, west of 127th Street East)	BID BOND				
	ADDENDA	0			
472-85099 (766298)					
		Engineer's Construction Estimate	Dondlinger & Sons		Lafarge North America
Frontgate, Tamarac lane, Herringgton, Herrington Circle to serve Frontgate Addition		\$251,390.00			
(south of Central, west of 127th Street East)	BID BOND				
	ADDENDA	0			
472-85099 (766298)					
		Engineer's Construction Estimate			
Frontgate, Tamarac lane, Herringgton, Herrington Circle to serve Frontgate Addition		\$251,390.00			
(south of Central, west of 127th Street East)	BID BOND				
	ADDENDA	0			
472-85099 (766298)					
		Engineer's Construction Estimate			
Frontgate, Tamarac lane, Herringgton, Herrington Circle to serve Frontgate Addition		\$251,390.00			
(south of Central, west of 127th Street East)	BID BOND				
	ADDENDA	0			
472-85099 (766298)					

CHECKED BY:

REVIEWED BY:

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - August 16, 2013

RQ#340683

FB#340151		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
Rockhill 472-85105 (766296)	Group 1	\$203,443.00			
SWD #390 468-84893 (751519)	Group 2	\$19,065.00			
Northborough 3rd Addition	BID BOND				
	ADDENDA	0			
BID TOTAL		\$222,508.00	0.00		0.00
		Engineer's Construction Estimate	Dondlinger & Sons		Lafarge North America
Rockhill 472-85105 (766296)	Group 1	\$203,443.00			
SWD #390 468-84893 (751519)	Group 2	\$19,065.00			
Northborough 3rd Addition	BID BOND				
	ADDENDA	0			
BID TOTAL		\$222,508.00			
		Engineer's Construction Estimate			
Rockhill 472-85105 (766296)	Group 1	\$203,443.00			
SWD #390 468-84893 (751519)	Group 2	\$19,065.00			
Northborough 3rd Addition	BID BOND				
	ADDENDA	0			
BID TOTAL		\$222,508.00			
		Engineer's Construction Estimate			
Rockhill 472-85105 (766296)	Group 1	\$203,443.00			
SWD #390 468-84893 (751519)	Group 2	\$19,065.00			
Northborough 3rd Addition	BID BOND				
	ADDENDA	0			
BID TOTAL		\$222,508.00			

CHECKED BY: HP
 REVIEWED BY: JK

STORM SEWER BID TABULATION SUMMARY

BOARD OF BIDS - August 16, 2013

RQ#340684

FB#340152		Engineer's Construction Estimate	Dondlinger & Sons	Alans Excavating Inc.	
Storm Water Sewer No. 669		\$106,770.00	\$98,436.00		
Krug South Addition	BID BOND				
468-84835	ADDENDA	2			
(751516)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Storm Water Sewer No. 669		\$106,770.00	\$94,000.00		
Krug South Addition	BID BOND				
468-84835	ADDENDA	2			
(751516)					
		Engineer's Construction Estimate	Stannard Construction d/b/a WB Carter		
Storm Water Sewer No. 669		\$106,770.00			
Krug South Addition	BID BOND				
468-84835	ADDENDA	2			
(751516)					
		Engineer's Construction Estimate			
Storm Water Sewer No. 669		\$106,770.00			
Krug South Addition	BID BOND				
468-84835	ADDENDA	2			
(751516)					

CHECKED BY: LP
 REVIEWED BY: JK

STORM SEWER BID TABULATION SUMMARY

BOARD OF BIDS - August 16, 2013

RQ#340700

FB#340145		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Storm Water Drain #389		\$334,819.00			\$173,900.45
Bay Country Addition	BID BOND				
468-84887	ADDENDA	2			
(751520)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Storm Water Drain #389		\$334,819.00			
Bay Country Addition	BID BOND				
468-84887	ADDENDA	2			
(751520)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	Alan's Excavating
Storm Water Drain #389		\$334,819.00			\$173,900.45
Bay Country Addition	BID BOND				
468-84887	ADDENDA	2			
(751520)					
		Engineer's Construction Estimate	Alan's Excavating Inc.	Pearson Excavating	Bob Bergkamp Const.
Storm Water Drain #389		\$334,819.00	\$210,257.45	\$239,154.35	\$241,557.75
Bay Country Addition	BID BOND				
468-84887	ADDENDA	2			
(751520)					

CHECKED BY: HP
 REVIEWED BY: JK

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - August 16, 2013

RQ#340701

FB#340146		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
Lindberg - PHASE 1 Waterfront 6th Addn 472-84626 (766292)	Group 1	\$267,205.00	\$132,794.20		\$138,944.70
Stonegate - PHASE 1 Waterfront 8th Addn 472-85097 (766293)	Group 2	\$156,080.00	\$65,913.05		\$68,081.80
Group 1 - Add Alt 1	Group 3		\$146,957.00		\$131,257.00
Group 1 - Add Alt 2	Group 4		\$217,677.00		\$195,991.00
Group 2 - Add Alt 1	Group 5		\$217,677.00		\$78,071.00
Group 2 - Add Alt 2	Group 6		\$88,423.00		\$112,601.00
	BID BOND		\$126,423.00		
	ADDENDA	3			
BID TOTAL		\$423,285.00	869,441.25		724,946.50
		Engineer's Construction Estimate	Dondlinger & Sons		Vogts-Parga
Lindberg - PHASE 1 Waterfront 6th Addn 472-84626 (766292)	Group 1	\$267,205.00		\$111,972.50	\$152,778.80
Stonegate - PHASE 1 Waterfront 8th Addn 472-85097 (766293)	Group 2	\$156,080.00		\$57,017.45	\$83,536.65
Group 1 - Add Alt 1	Group 3			\$132,483.50	---
Group 1 - Add Alt 2	Group 4			\$180,671.00	\$197,892.75
Group 2 - Add Alt 1	Group 5			\$80,130.00	---
Group 2 - Add Alt 2	Group 6			\$106,115.50	\$115,268.85
	BID BOND				X
	ADDENDA	3			
BID TOTAL		\$423,285.00		668,389.95	549,477.05
		Engineer's Construction Estimate			
Lindberg - PHASE 1 Waterfront 6th Addn 472-84626 (766292)	Group 1	\$267,205.00			
Stonegate - PHASE 1 Waterfront 8th Addn 472-85097 (766293)	Group 2	\$156,080.00			
	BID BOND				
	ADDENDA	3			
BID TOTAL		\$423,285.00			

CONTRACT AWARDED FOR BASE BID, GROUP 1 ADD ALT 1 AND GROUP 2 ADD ALT 1= \$381,603.45

CHECKED BY: MP
 REVIEWED BY: JK



Registration Solicitations Document Inquiry Login Help Bid Results

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

Vendor Group Line Solicitation: FB340143 65 HP 4x4 Tractor Close Date/Time: 8/16/2013 10:00 AM CST

Solicitation Type: Formal Bid Award Method: Aggregate Cost Department: Public Works Fleet & Facilities Return to the Bid List Responses: 2

Table with 4 columns: Vendors, Complete, Bid Total, City Comments. Rows include PRAIRIELAND PARTNERS INC. and MCCULLOUGH ENTERPRISES.





Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line
Solicitation: FB340143 65 HP 4x4 Tractor **Close Date/Time: 8/16/2013 10:00 AM CST**

Solicitation Type: Formal Bid [Return to the Bid List](#)
Award Method: Aggregate Cost
Department: Public Works Fleet & Facilities **Responses: 2**
Go to: 001

Line 001 Base Bid: New and Unused Current Model 65 Horsepower Rubber Tired Cab Tractor Manufacturer: _____
 Model: _____ Year: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRAIRIELAND PARTNERS INC.	3	Each	\$36,689.0000	\$110,067.00	Complete	Manufacturer: John Deere Model: 5065E Year: 2014
MCCULLOUGH ENTERPRISES	3	Each	\$38,418.0000	\$115,254.00	Complete	Manufacturer: New Holland Model: T4.75 Year: 2014

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Line 002 Option 1: Turf Tires. Lump Sum Amount for Front & Rear per tractor.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MCCULLOUGH ENTERPRISES	1	Lump Sum	\$3,700.0000	\$3,700.00	Complete	
PRAIRIELAND PARTNERS INC.	1	Lump Sum	\$4,000.0000	\$4,000.00	Complete	

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Line 003 Option 2: Trade-In Allowance for three (3) tractors. One (1) 2002, 50 HP, 4x4 New Holland Model TN-55, Serial # 1262090, City ID # 5-0373 One (1) 2002, 50 HP, 4x4 New Holland Model TN-55, Serial # 1261982, City ID # 5-0374 One (1) 2002, 57 HP, 4x4 New Holland Model TN-65, Serial # 1262354, City ID # 5-0376 Lump Sum Deduct Amount for Three (3) Tractors.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PRAIRIELAND PARTNERS INC.	1	Lump Sum	(\$27,000.0000)	(\$27,000.00)	Complete	
MCCULLOUGH ENTERPRISES	1	Lump Sum	(\$20,000.0000)	(\$20,000.00)	Complete	

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ep.wichita.gov

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: FB340150 **Traffic Signal Poles & Mast Arms** **Close Date/Time: 8/16/2013 10:00 AM CST**

Solicitation Type: Formal Bid [Return to the Bid List](#)
Award Method: Aggregate Cost
Department: Public Works & Utilities **Responses: 1**

Vendors	Complete	Bid Total	City Comments
GADES SALES CO INC	Complete	\$29,329.00	Award 8/20/2013 Public Works & Utilities Department/Engineering Division Top of the Page





Registration Solicitations Document Inquiry Login Help

Bid Results

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

Vendor Group Line
Solicitation: FB340142 Roll Tissue, Paper Towels Close Date/Time: 8/9/2013 10:00 AM CST

Solicitation Type: Formal Bid**Award Method: Group****Department: Purchasing Department****[Return to the Bid List](#)****Responses: 8**

Vendors	Complete	Bid Total	City Comments
<u>MASSCO INC</u>	Complete	\$75,374.75	Award 8-20-13 Groups 2, 4 & 5 Various Departments, Boards & Agencies, Group 6 Does Not Meet Specs
<u>SOUTHWEST PAPER COMPANY INC</u>	Complete	\$80,462.50	Award 8-20-13 Groups 1, 6 & 8 Various Departments, Boards & Agencies, Groups 3 & 4 D.N.M.S.
<u>XPEDX</u>	Complete	\$95,759.90	
<u>MOTION INDUSTRIES INC</u>	Complete	\$132,845.90	
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>	Partial	\$37,567.60	Award 8-20-13 Groups 3, 7, 9 & 10 Various Departments, Boards & Agencies, Groups 1 & 2 D.N.M.S.
<u>AMERICAN FUN FOOD COMPANY</u>	Partial	\$71,114.60	Groups 5 & 10 Incomplete
<u>HUBER MAINTENANCE SUPPLY</u>	Partial	\$74,345.58	
<u>CENTRAL POLY</u>	Partial	\$77,920.85	

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Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line
Solicitation: FB340142 Roll Tissue, Paper Towels Close Date/Time: 8/9/2013 10:00 AM CST

Solicitation Type: Formal Bid Return to the Bid List
Award Method: Group
Department: Purchasing Department Responses: 8
Go to: 01

Group 01

Vendors	Complete	Group Total Net Bid
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>	Complete	\$10,521.00 D.N.M.S.
<u>SOUTHWEST PAPER COMPANY INC</u>	Complete	\$10,885.00
<u>MASSCO INC</u>	Complete	\$10,983.00
<u>XPEDX</u>	Complete	\$12,215.00
<u>CENTRAL POLY</u>	Complete	\$12,362.00
<u>AMERICAN FUN FOOD COMPANY</u>	Complete	\$12,712.00
<u>HUBER MAINTENANCE SUPPLY</u>	Complete	\$14,448.00
<u>MOTION INDUSTRIES INC</u>	Complete	\$22,190.00

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Group 02

Vendors	Complete	Group Total Net Bid
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>	Complete	\$5,156.25 D.N.M.S.
<u>MASSCO INC</u>	Complete	\$5,253.75
<u>SOUTHWEST PAPER COMPANY INC</u>	Complete	\$5,793.75
<u>AMERICAN FUN FOOD COMPANY</u>	Complete	\$6,048.75
<u>XPEDX</u>	Complete	\$6,210.00
<u>CENTRAL POLY</u>	Complete	\$6,746.25
<u>HUBER MAINTENANCE SUPPLY</u>	Complete	\$6,873.75
<u>MOTION INDUSTRIES INC</u>	Complete	\$10,860.00

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Group 03

Vendors	Complete	Group Total Net Bid
<u>SOUTHWEST PAPER COMPANY INC</u>	Complete	\$4,635.00 D.N.M.S.
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>	Complete	\$4,774.50
<u>MASSCO INC</u>	Complete	\$4,791.00
<u>AMERICAN FUN FOOD COMPANY</u>	Complete	\$5,490.00
<u>XPEDX</u>	Complete	\$5,895.00
<u>HUBER MAINTENANCE SUPPLY</u>	Complete	\$6,238.50
<u>CENTRAL POLY</u>	Complete	\$6,549.00
<u>MOTION INDUSTRIES INC</u>	Complete	\$8,590.50

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Group 04

Vendors	Complete	Group Total Net Bid
<u>SOUTHWEST PAPER COMPANY INC</u>	Complete	\$4,035.00
<u>MASSCO INC</u>	Complete	\$4,557.00
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>	Complete	\$4,774.50
<u>XPEDX</u>	Complete	\$5,257.50
<u>AMERICAN FUN FOOD COMPANY</u>	Complete	\$5,920.50
<u>CENTRAL POLY</u>	Complete	\$6,549.00
<u>HUBER MAINTENANCE SUPPLY</u>	Complete	\$6,727.50
<u>MOTION INDUSTRIES INC</u>	Complete	\$8,590.50

D.N.M.S.

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Group 05

Vendors	Complete	Group Total Net Bid
<u>MASSCO INC</u>	Complete	\$27,534.00
<u>CENTRAL POLY</u>	Complete	\$27,762.00
<u>SOUTHWEST PAPER COMPANY INC</u>	Complete	\$28,863.00
<u>XPEDX</u>	Complete	\$37,094.00
<u>MOTION INDUSTRIES INC</u>	Complete	\$44,682.00
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>	In-Complete	\$0.00
<u>HUBER MAINTENANCE SUPPLY</u>	In-Complete	\$0.00
<u>AMERICAN FUN FOOD COMPANY</u>	Partial	\$6,040.00

Incomplete

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Group 06

Vendors	Complete	Group Total Net Bid
<u>MASSCO INC</u>	Complete	\$1,184.00
<u>SOUTHWEST PAPER COMPANY INC</u>	Complete	\$4,595.00
<u>XPEDX</u>	Complete	\$4,819.00
<u>MOTION INDUSTRIES INC</u>	Complete	\$8,210.00
<u>AMERICAN FUN FOOD COMPANY</u>	Complete	\$8,342.00
<u>HUBER MAINTENANCE SUPPLY</u>	Complete	\$9,479.00
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>	In-Complete	\$0.00
<u>CENTRAL POLY</u>	In-Complete	\$0.00

D.N.M.S.

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Group 07

Vendors	Complete	Group Total Net Bid
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>	Complete	\$9,990.00
<u>MASSCO INC</u>	Complete	\$10,190.00
<u>SOUTHWEST PAPER COMPANY INC</u>	Complete	\$11,415.00
<u>AMERICAN FUN FOOD COMPANY</u>	Complete	\$12,595.00
<u>XPEDX</u>	Complete	\$13,410.00
<u>HUBER MAINTENANCE SUPPLY</u>	Complete	\$14,315.00
<u>CENTRAL POLY</u>	Complete	\$14,665.00
<u>MOTION INDUSTRIES INC</u>	Complete	\$16,480.00

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Group 08

Vendors	Complete	Group Total Net Bid
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<u>SOUTHWEST PAPER COMPANY INC</u>	Complete	\$7,500.00
<u>MASSCO INC</u>	Complete	\$8,266.00
<u>XPEDX</u>	Complete	\$8,282.00
<u>MOTION INDUSTRIES INC</u>	Complete	\$10,008.00
<u>AMERICAN FUN FOOD COMPANY</u>	Complete	\$11,382.00
<u>HUBER MAINTENANCE SUPPLY</u>	Complete	\$12,932.00
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>	In-Complete	\$0.00
<u>CENTRAL POLY</u>	In-Complete	\$0.00

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Group 09

Vendors	Complete	Group Total Net Bid
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>	Complete	\$1,355.00
<u>MASSCO INC</u>	Complete	\$1,472.00
<u>XPEDX</u>	Complete	\$1,559.50
<u>SOUTHWEST PAPER COMPANY INC</u>	Complete	\$1,690.00
<u>AMERICAN FUN FOOD COMPANY</u>	Complete	\$1,966.50
<u>MOTION INDUSTRIES INC</u>	Complete	\$2,168.00
<u>CENTRAL POLY</u>	Complete	\$2,184.50
<u>HUBER MAINTENANCE SUPPLY</u>	Complete	\$2,234.50

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Group 10

Vendors	Complete	Group Total Net Bid
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>	Complete	\$996.35
<u>XPEDX</u>	Complete	\$1,017.90
<u>SOUTHWEST PAPER COMPANY INC</u>	Complete	\$1,050.75
<u>MOTION INDUSTRIES INC</u>	Complete	\$1,066.90
<u>HUBER MAINTENANCE SUPPLY</u>	Complete	\$1,097.33
<u>CENTRAL POLY</u>	Complete	\$1,103.10
<u>MASSCO INC</u>	Complete	\$1,144.00
<u>AMERICAN FUN FOOD COMPANY</u>	Partial	\$617.85

Incomplete

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Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB340142 Roll Tissue, Paper Towels

Close Date/Time: 8/9/2013 10:00 AM CST

Solicitation Type: Formal Bid

Return to the Bid List

Award Method: Group

Department: Purchasing Department

Responses: 8

Go to: 001

Line 001 GROUP 1: C-FOLD PAPER TOWELS, WHITE, APPROXIMATE SIZE 10"X13", 2400 PER CASE CASE WEIGHT 17 LBS. MUST BE RECYCLED PRODUCT WHEN APPLICABLE AND ECONOMICAL. GEORGIA PACIFIC #20603, SCA #CB530, CASCADES #1764 OR APPROVED EQUAL PLEASE NOTE THE MANUFACTURER _____ PART NUMBER _____ NUMBER OF TOWELS PER CASE _____ SIZE _____ CASE WEIGHT _____ POST-CONSUMER WASTE CONTENT PERCENTAGE _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LAFE T WILLIAMS & ASSOCIATES INC	700	Case	\$15.0300	\$10,521.00	Complete	Boardwalk BWK 6220 2400 per case 10.1 X 11.8 Case weight 16.5 lbs 60% Post-Consumer Waste
SOUTHWEST PAPER COMPANY INC	700	Case	\$15.5500	\$10,885.00	Complete	ITEM NUMBER 716.1004 CASCADES #1764 WEIGHT 15.30 LBS
MASSCO INC	700	Case	\$15.6900	\$10,983.00	Complete	SCA-CB530-2400/CS-10.125X12.75 -17.57LBS-20% PCW
XPEDX	700	Case	\$17.4500	\$12,215.00	Complete	SCA CB530
CENTRAL POLY	700	Case	\$17.6600	\$12,362.00	Complete	Puthey P100B, 2400/cs, 10-1/8x13, 17.6#, 40%
AMERICAN FUN FOOD COMPANY	700	Case	\$18.1600	\$12,712.00	Complete	Base Bid: SCA 75004304, 2400/cs, 13.5x10.4, 20.90#; Alt Bid: \$16.13/cs (\$11,291 Tt)SP Richards CFold, 10x12, 12#, 0%
HUBER MAINTENANCE SUPPLY	700	Case	\$20.6400	\$14,448.00	Complete	SCA 75004304, 2400/cs, 13.5x10.4, 20.9#
MOTION INDUSTRIES INC	700	Case	\$31.7000	\$22,190.00	Complete	Georgia Pacific 20603

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Line 002 GROUP 2: SINGLEFOLD TOWEL, NATURAL, APPROXIMATE SIZE 9.1"X10.25", 250 TOWELS PER PACKAGE, 16 PACKAGES PER CASE, 4,000 TOWELS PER CASE, CASE WEIGHT 20 LBS. MUST BE RECYCLED PRODUCT WHEN APPLICABLE AND ECONOMICAL. GEORGIA PACIFIC #23504, SCA #SK1850A, CASCADES #1750 OR APPROVED EQUAL. PLEASE NOTE THE MANUFACTURER: _____ PART NUMBER: _____ NUMBER OF TOWELS PER CASE: _____ SIZE: _____ CASE WEIGHT _____ POST-CONSUMER WASTE CONTENT PERCENTAGE: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LAFE T WILLIAMS & ASSOCIATES INC	375	Case	\$13.7500	\$5,156.25	Complete	Boardwalk BWK 6210 4000 per case 9 X 9.5 19 lbs. case weight 60% Post-consumer waste
MASSCO INC	375	Case	\$14.0100	\$5,253.75	Complete	SCA-SK1850A-4000/CS-9.125X10.25 --20.67LBS-85% PCW
SOUTHWEST PAPER COMPANY INC	375	Case	\$15.4500	\$5,793.75	Complete	ITEM NUMBER 716.1006 CASCADES #1750 WEIGHT 18.90 LBS

AMERICAN FUN FOOD COMPANY	375	Case	\$16.1300	\$6,048.75	Complete	SCA 75004301, 4000/cs, 10.5x9.3, 20.30#
XPEDX	375	Case	\$16.5600	\$6,210.00	Complete	SCA SK1850A
CENTRAL POLY	375	Case	\$17.9900	\$6,746.25	Complete	Puthey P600, 4,008/cs, 9.25x10.25, 19.37#, 40%
HUBER MAINTENANCE SUPPLY	375	Case	\$18.3300	\$6,873.75	Complete	SCA 75004301, 4000/cs, 10.5x9.3, 20.30#
MOTION INDUSTRIES INC	375	Case	\$28.9600	\$10,860.00	Complete	Georgia Pacific 23504

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Line 003 GROUP 3; 2-PLY ROLL TISSUE, WHITE, APPROXIMATE SIZE 4.5"X3.75", 500 SHEETS PER ROLL, INDIVIDUALLY WRAPPED, 96 ROLLS PER CASE, CASE WEIGHT 36 LBS. MUST BE RECYCLED PRODUCT WHEN APPLICABLE AND ECONOMICAL. RELIABLE #422604 OR APPROVED EQUAL. PLEASE NOTE THE MANUFACTURER: _____ PART NUMBER: _____ NUMBER OF ROLLS PER CASE: _____ SIZE: _____ CASE WEIGHT: _____ POST-CONSUMER WASTE CONTENT PERCENTAGE: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SOUTHWEST PAPER COMPANY INC	150	Case	\$30.9000	\$4,635.00	Complete	ITEM NUMBER 716.1027 4.3 X 3.25 CASCADES 80 ROLLS PER CASE WEIGHT 28 LBS
LAFE T WILLIAMS & ASSOCIATES INC	150	Case	\$31.8300	\$4,774.50	Complete	Boardwalk BWK 6150 96 rolls per case 500 sheets 36 lbs. per case 60% post-consumer
MASSCO INC	150	Case	\$31.9400	\$4,791.00	Complete	SCA-TM1616-96 ROLLS/CS 4.5X3.75"--37.35LBS 25% PCW
AMERICAN FUN FOOD COMPANY	150	Case	\$36.6000	\$5,490.00	Complete	Base Bid: National Tissue A2850812, 96 rolls/cs, 4.5x3.75, 38#; Alt Bid: \$32.22/cs (\$4,833.00 Ttl), SP Richards Bath500, 96 rolls/cs, 3.3x4.5, 42#
XPEDX	150	Case	\$39.3000	\$5,895.00	Complete	Reliable 422604
HUBER MAINTENANCE SUPPLY	150	Case	\$41.5900	\$6,238.50	Complete	National Tissue A2850812, 4.3x3.75, 38#
CENTRAL POLY	150	Case	\$43.6600	\$6,549.00	Complete	Atlas A250, 4.5x3.75, 36#, 40%
MOTION INDUSTRIES INC	150	Case	\$57.2700	\$8,590.50	Complete	SCA-Tork TM1616, 96 rolls/cs, 4x3.75, 500 sheets, 33#

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Line 004 GROUP 4; 2-PLY ROLL TISSUE, WHITE, APPROXIMATE SIZE 4"X3.75, 500 SHEETS PER ROLL, INDIVIDUALLY WRAPPED, 96 ROLLS PER CASE, CASE WEIGHT 33 LBS. MUST BE RECYCLED PRODUCT WHE APPLICABLE AND ECONOMICAL. GEORGIA PACIFIC #19880/01, SCA #TM1616S OR APPROVED EQUAL. PLEASE NOTE MANUFACTURER: _____ PART NUMBER: _____ NUMBER OF ROLLS PER CASE: _____ SIZE: _____ CASE WEIGHT: _____ POST CONSUMER WASTE CONTENT PERCENTAGE: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SOUTHWEST PAPER COMPANY INC	150	Case	\$26.9000	\$4,035.00	Complete	ITEM NUMBER 716.1023 NIBROC 4 X 3.2 96 ROLLS PER CASE WEIGHT 27.8 LBS
MASSCO INC	150	Case	\$30.3800	\$4,557.00	Complete	SCA-TM1616S-96 ROLLS/CS-4X3.75" 33.07LBS--25% PCW
LAFE T WILLIAMS & ASSOCIATES INC	150	Case	\$31.8300	\$4,774.50	Complete	Boardwalk BWK 6150 96 rolls 500 sheets 36 lbs. 60% POST-CONSUMER
XPEDX	150	Case	\$35.0500	\$5,257.50	Complete	SCA TM1616S
AMERICAN FUN FOOD COMPANY	150	Case	\$39.4700	\$5,920.50	Complete	SCA 14101615, 96 rolls/cs, 33.1#
CENTRAL POLY	150	Case	\$43.6600	\$6,549.00	Complete	Atlas A250, 96 rolls/cs, 4.5x3.75, 36#, 40%
HUBER MAINTENANCE SUPPLY	150	Case	\$44.8500	\$6,727.50	Complete	SCA 14101615, 96 roll/cs, 33.1#
MOTION INDUSTRIES INC	150	Case	\$57.2700	\$8,590.50	Complete	SCA TM1616

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Line 005 GROUP 5: ROLL TOWEL, ENMOTION WHITE HIGH CAPACITY TOUCHLESS, 10"X800', 6 ROLLS PER CASE, 4800' PER CASE, CASE WEIGHT 30 LBS. MUST BE RECYCLED PRODUCT WHEN APPLICABLE AND ECONOMICAL. GEORGIA PACIFIC #89460. NO SUBSTITUTION. PLEASE NOTE MANUFACTURER: _____ PART NUMBER: _____ NUMBER OF TOWELS PER CASE: _____ SIZE: _____ CASE WEIGHT: _____ POST-CONSUMER WASTE CONTENT PERCENTAGE: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CENTRAL POLY	100	Case	\$39.6600	\$3,966.00	Complete	Von Drehle JD816B, 6 rolls/cs, 800', 40%
<u>MASSCO INC</u>	100	Case	\$41.4600	\$4,146.00	Complete	GEORGIA PACIFIC-89460-800FT PER ROLL 6 ROLLS PER CS 29.37LBS 0% PCW
SOUTHWEST PAPER COMPANY INC	100	Case	\$43.1700	\$4,317.00	Complete	
XPEDX	100	Case	\$55.0400	\$5,504.00	Complete	GP 89460
AMERICAN FUN FOOD COMPANY	100	Case	\$60.4000	\$6,040.00	Complete	MER 550, 10"x700', 24#
MOTION INDUSTRIES INC	100	Case	\$66.6600	\$6,666.00	Complete	Georgia Pacific 89460
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>					No Bid.	
<u>HUBER MAINTENANCE SUPPLY</u>					No Bid.	

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Line 006 GROUP 5: ROLL TOWEL, ENMOTION BROWN HIGH CAPACITY TOUCHLESS 10"X800', 6 ROLLS PER CASE, 4800' PER CASE, CASE WEIGHT 40 LBS. MUST BE RECYCLED PRODUCT WHEN APPLICABLE AND ECONOMICAL. GEORGIA PACIFIC #89480. NO SUBSTITUTION. PLEASE NOTE MANUFACTURER: _____ PART NUMBER: _____ NUMBER OF SHEETS PER ROLL: _____ SIZE: _____ CASE WEIGHT: _____ POST-CONSUMER WASTE CONTENT PERCENTAGE: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>MASSCO INC</u>	600	Case	\$38.9800	\$23,388.00	Complete	GEORGIA PACIFIC 89480 800FT PER ROLL 6 ROLLS PER CS 40.04LBS 40% PCW
CENTRAL POLY	600	Case	\$39.6600	\$23,796.00	Complete	Von Drehle JD816B, 6 rolls/cs, 800', 40%
SOUTHWEST PAPER COMPANY INC	600	Case	\$40.9100	\$24,546.00	Complete	
XPEDX	600	Case	\$52.6500	\$31,590.00	Complete	GP 89480
MOTION INDUSTRIES INC	600	Case	\$63.3600	\$38,016.00	Complete	Georgia Pacific 89480
<u>AMERICAN FUN FOOD COMPANY</u>					No Bid.	
<u>HUBER MAINTENANCE SUPPLY</u>					No Bid.	
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>					No Bid.	

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Line 007 GROUP 6: KIMTOWELS WIPERS, POP-UP BOX, 4-PLY, TAN, 9.1" X 16.8", 88 PER BOX, 10 BOXES PER CASE, 880 WIPERS PER CASE, CASE WEIGHT 24 LBS. MUST BE RECYCLED WHEN APPLICABLE AND ECONOMICAL. KIMBERLY CLARK #47033 OR APPROVED EQUAL. PLEASE NOTE MANUFACTURER: _____ PART NUMBER: _____ NUMBER OF WIPERS PER CASE: _____ SIZE: _____ CASE WEIGHT: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MASSCO INC	100	Case	\$11.8400	\$1,184.00	Complete	SCA 13247501 180 WIPERS PER BOX 16.5X12.8" 5.46LB PER BOX**PLEASE NOTE NUMBER OF WIPERS PER BOX COMPARED TO KC ITEM
<u>SOUTHWEST PAPER COMPANY INC</u>	100	Case	\$45.9500	\$4,595.00	Complete	
XPEDX	100	Case	\$48.1900	\$4,819.00	Complete	Kimberly Clark 47033
MOTION INDUSTRIES INC	100	Case	\$82.1000	\$8,210.00	Complete	Kimberly Clark 47033
AMERICAN FUN FOOD COMPANY	100	Case	\$83.4200	\$8,342.00	Complete	Kimberly Clark 15404145, 1000/cs, 22.6#
						Kimworx 15404145, 1000/cs,

HUBER MAINTENANCE SUPPLY 100 Case \$94.7900 \$9,479.00 Complete 22.6#

LAFE T WILLIAMS & ASSOCIATES INC

No Bid.

CENTRAL POLY

No Bid.

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Line 008 GROUP 7: JUMBO ROLL TISSUE, 2-PLY, WHITE, 1000' X 3.5", 12 ROLLS PER CASE, 12,000' PER ROLL, CASE WEIGHT 23 LBS. MUST BE RECYCLED PRODUCT WHEN APPLICABLE AND ECONOMICAL. GEORGIA PACIFIC 13728, SCA #TJ0922A, BOARDWALK #6100 OR APPROVED EQUAL. PLEASE NOTE MANUFACTURER: _____ PART NUMBER: _____ NUMBER OF TISSUE ROLLS PER CASE: _____ SIZE: _____ CASE WEIGHT: _____ POST-CONSUMER WASTE CONTENT PERCENTAGE: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>	500	Case	\$19.9800	\$9,990.00	Complete	GENERAL gen JRT1000 12 x 1000' 23# 60% POST-CONSUMER
MASSCO INC	500	Case	\$20.3800	\$10,190.00	Complete	AFEX AFJRT1M2 12 ROLLS PER CS 3.5"X1000' --23LBS--60% PCW
SOUTHWEST PAPER COMPANY INC	500	Case	\$22.8300	\$11,415.00	Complete	ITEM NUMBER 716.1002 NORTH RIVER #4097 WEIGHT 22.3 LBS
AMERICAN FUN FOOD COMPANY	500	Case	\$25.1900	\$12,595.00	Complete	Base Bid: Sofidel (Steffco) 57373230, 12/cs, 24#; Alt Bid: \$17.33/cs (\$8,665 Ttl), SP Richards 3.5"x 650', 15#, 0%
XPEDX	500	Case	\$26.8200	\$13,410.00	Complete	SCA TJ0922A
HUBER MAINTENANCE SUPPLY	500	Case	\$28.6300	\$14,315.00	Complete	Sofidel (Stefco) 57373230, 12 rolls/cs, 24#
CENTRAL POLY	500	Case	\$29.3300	\$14,665.00	Complete	Atlas A700, 12 rolls/cs, 1000', 24#, 40%
MOTION INDUSTRIES INC	500	Case	\$32.9600	\$16,480.00	Complete	Georgia Pacific 13728, 8 rolls/cs

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Line 009 GROUP 8: JUMBO ROLL TISSUE, WHITE, CORELESS 2-PLY, ROLL SIZE 3.9" X 1150', 12 ROLLS PER CASE, CASE WEIGHT 27 LBS. MUST BE RECYCLED PRODUCT WHEN APPLICABLE AND ECONOMICAL. KIMBERLY CLARK 7006. NO SUBSTITUTION. PLEASE NOTE MANUFACTURER: _____ PART NUMBER: _____ NUMBER OF TISSUE ROLLS PER CASE: _____ SIZE: _____ CASE WEIGHT: _____ POST-CONSUMER WASTE CONTENT PERCENTAGE: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>SOUTHWEST PAPER COMPANY INC</u>	200	Case	\$37.5000	\$7,500.00	Complete	
MASSCO INC	200	Case	\$41.3300	\$8,266.00	Complete	KC07006
XPEDX	200	Case	\$41.4100	\$8,282.00	Complete	KC 07006
MOTION INDUSTRIES INC	200	Case	\$50.0400	\$10,008.00	Complete	Kimberly Clark 7006
AMERICAN FUN FOOD COMPANY	200	Case	\$56.9100	\$11,382.00	Complete	Kimberly Clark 15407006, 12 rolls/cs, 27#
HUBER MAINTENANCE SUPPLY	200	Case	\$64.6600	\$12,932.00	Complete	Kimberly Clark 15407006, 12 rolls/cs, 27#

LAFE T WILLIAMS & ASSOCIATES INC

No Bid.

CENTRAL POLY

No Bid.

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Line 010 GROUP 9: TOILET SEAT COVERS, 1/2 FOLD, 5,000 PER CASE, CASE WEIGHT 30 LBS. MUST BE RECYCLED PRODUCT WHEN APPLICABLE AND ECONOMICAL. GEORGIA PACIFIC #47046, HOSPECO #DS-5000 OR APPROVED EQUAL. PLEASE NOTE MANUFACTURER: _____ PART NUMBER: _____ SEAT COVERS PER CASE: _____ CASE WEIGHT: _____ POST-CONSUMER WASTE CONTENT PERCENTAGE: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>LAFE T WILLIAMS & ASSOCIATES INC</u>	50	Case	\$27.1000	\$1,355.00	Complete	boardwalk bwk k5000 5000 PER CASE CASE WEIGHT 25# 60% POST-CONSUMER

MASSCO INC	50	Case	\$29.4400	\$1,472.00	Complete	HOSPITAL SPECIALTY HSDS5000 5000/CS 28LB
XPEDX	50	Case	\$31.1900	\$1,559.50	Complete	Hospesco 2255555; 5000/ctn 26#
SOUTHWEST PAPER COMPANY INC	50	Case	\$33.8000	\$1,690.00	Complete	ITEM NUMBER 749.1030 NIBROC WEIGHT 25.40 LBS
AMERICAN FUN FOOD COMPANY	50	Case	\$39.3300	\$1,966.50	Complete	Hospesco 1450500, 5000/cs, 35#
MOTION INDUSTRIES INC	50	Case	\$43.3600	\$2,168.00	Complete	Hospesco DS-5000
CENTRAL POLY	50	Case	\$43.6900	\$2,184.50	Complete	RMC 50RA, 5000/cs
HUBER MAINTENANCE SUPPLY	50	Case	\$44.6900	\$2,234.50	Complete	Hospesco 14505000, 5000/cs, 35#

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Line 011 GROUP 10: #77 SANISAC SANITARY NAPKIN LINER, BROWN WAXED PAPER BAG, 7-1/2"W X 10"H X 3"D, 500 PER CASE. ROCHESTER MIDLAND, HOSPITAL SPECIALTY CO. KL-260 OR APPROVED EQUAL. PLEASE NOTE MANUFACTURER: _____ PART NUMBER: _____ LINERS PER CASE: _____ SIZE: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
AMERICAN FUN FOOD COMPANY	12	Case	\$14.8200	\$177.84	Complete	Hospital Specialty 14500147, 500/cs, 7.5x3.5x10.25
MOTION INDUSTRIES INC	12	Case	\$15.8900	\$190.68	Complete	Hospital Specialty Co. KL-260
LAFE T WILLIAMS & ASSOCIATES INC	12	Case	\$16.3000	\$195.60	Complete	hOSPITAL specialty hos kl-260
SOUTHWEST PAPER COMPANY INC	12	Case	\$16.5000	\$198.00	Complete	ITEM NUMBER 613.1010 HOSPITAL SPECIALTY KL-260
HUBER MAINTENANCE SUPPLY	12	Case	\$16.8400	\$202.08	Complete	Hospital Specialty 14500147, 500/cs, 7.5x3.5x10.25
XPEDX	12	Case	\$18.6200	\$223.44	Complete	Hospesco KL260
MASSCO INC	12	Case	\$19.0000	\$228.00	Complete	HOSPITAL SPECIALTY KL260
CENTRAL POLY	12	Case	\$19.8100	\$237.72	Complete	RMC 77, 500/cs

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Line 012 GROUP 10: SANITARY TAMPONS, INDIVIDUALLY PACKAGED IN CARDBOARD CONTAINERS FOR TAMPAX VENDING MACHINES, 500 PER CASE. PLAYTEX, ROCHESTER MIDLAND, HOSPITAL SPECIALTY T-500 OR APPROVED EQUAL. PLEASE NOTE MANUFACTURER: _____ PART NUMBER: _____ TAMPONS PER CASE: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
AMERICAN FUN FOOD COMPANY	9	Case	\$48.8900	\$440.01	Complete	Proctor & Gamble 16903364, 500/cs
LAFE T WILLIAMS & ASSOCIATES INC	9	Case	\$52.7500	\$474.75	Complete	hOSPITAL specialty hos t500 500 PER CASE
XPEDX	9	Case	\$54.3400	\$489.06	Complete	Hospesco T500
HUBER MAINTENANCE SUPPLY	9	Case	\$55.5500	\$499.95	Complete	Proctor & Gamble 16903364, 500/cs
MOTION INDUSTRIES INC	9	Case	\$56.1800	\$505.62	Complete	
SOUTHWEST PAPER COMPANY INC	9	Case	\$56.5500	\$508.95	Complete	ITEM NUMBER 743.1061 HOSPITAL SPECIALTY T-500
CENTRAL POLY	9	Case	\$60.9200	\$548.28	Complete	RMC Naturelle, 500/cs
MASSCO INC	9	Case	\$64.0000	\$576.00	Complete	HOSPITAL SPECIALTY HST500

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Line 013 GROUP 10: SANITARY NAPKINS, #4 STAYFREE NAPKINS FOLDED, INDIVIDUALLY PACKAGED CARDBOARD CONTAINERS FOR VENDING MACHINES. 250 PER CASE. STAYFREE, ROCHESTER MIDLAND, HOSPECO MT-4 OR APPROVED EQUAL. PLEASE NOTE MANUFACTURER: _____ PART NUMBER: _____ NAPKINS PER CASE: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
XPEDX	10	Case	\$30.5400	\$305.40	Complete	Hospesco MT4
CENTRAL POLY	10	Case	\$31.7100	\$317.10	Complete	RMC #4, 250/cs
<u>LAFE T WILLIAMS &</u>						hOSPITAL specialty hos-mt-4

<u>ASSOCIATES INC</u>	10	Case	\$32.6000	\$326.00	Complete	250 PER CASE
MASSCO INC	10	Case	\$34.0000	\$340.00	Complete	HOSPITAL SPECIALTY HSMT4
SOUTHWEST PAPER COMPANY INC	10	Case	\$34.3800	\$343.80	Complete	ITEM NUMBER 743.1049 HOSPECO MT-4
MOTION INDUSTRIES INC	10	Case	\$37.0600	\$370.60	Complete	Hospeco MT-4
HUBER MAINTENANCE SUPPLY	10	Case	\$39.5300	\$395.30	Complete	Hospital Specialty 14502147, 250/cs
<u>AMERICAN FUN FOOD COMPANY</u>					No Bid.	

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City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council

SUBJECT: Revised Storm Water Sewer Petition to Serve Krug South Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the new petition and adopt the amending resolution.

Background: On July 13, 2007, April 24, 2012 and June 19, 2012, the City Council approved petitions for street paving, storm water sewer and storm water drain in Krug South Addition. An attempt to award a construction contract for the storm water sewer within the budget set by the petition was not successful. The developer has submitted a new petition with an increased budget. The signature on the petition represents 100% of the improvement district.

Analysis: The project will provide a storm water sewer system for a new residential development located south of 21st Street North, west of 143rd Street East.

Financial Considerations: The total of the existing petition was \$102,000. The new petition total is \$140,000. The funding source is special assessments.

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

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

Attachments: Map, budget sheet, petition, and resolution.

First Published in the Wichita Eagle on August 23, 2013

RESOLUTION NO. 13-153

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 669 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84835** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 669 (SOUTH OF 21ST, WEST OF 143RD ST. EAST) 468-84835** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 12-150** adopted on **June 19, 2012** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Sewer No. 669 (south of 21st, west of 143rd St. East) 468-84835**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Forty Thousand Dollars (\$140,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2012**, 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:

KRUG SOUTH ADDITION

Lots 17 through 25, Block 1

Lots 1 through 11, Block 2

Lots 1 through 10, Block 3

Lots 7 through 14, Block 5

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 fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 17 through 25, Block 1; Lots 1 through 11, Block 2; Lots 1 through 10, Block 3; and Lots 7 through 14, Block 5; KRUG SOUTH ADDITION shall each pay 1/38 of the total cost payable by the improvement district.

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

SECTION 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 authorized by K.S.A. 12-6a01 et seq., as amended.

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 20th day of August, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

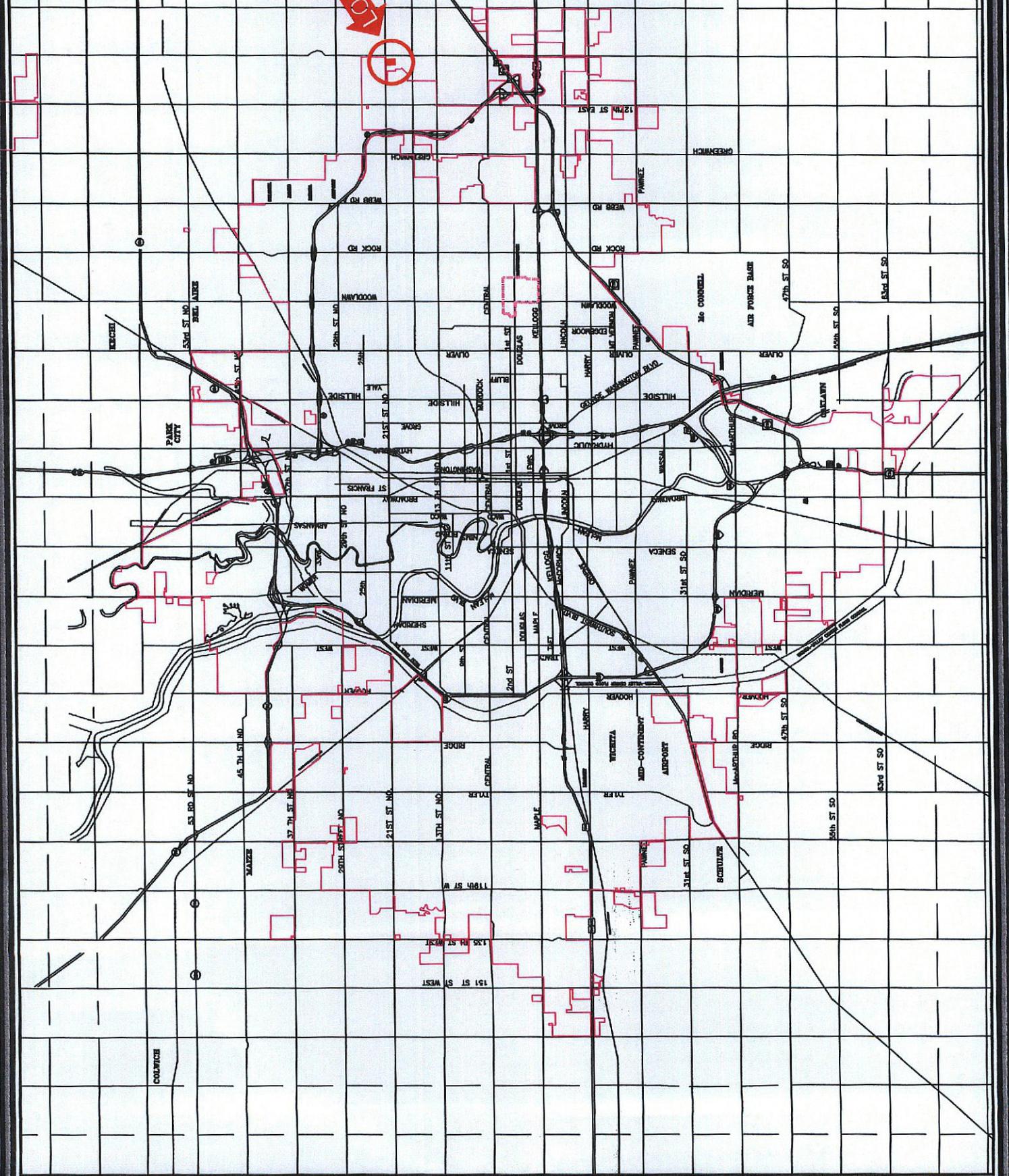
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



LOCATION



KRIAS

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100

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

FUND: 480 Sewer Improvements N.I. SUBFUND: 485 Storm Drainage N.I. ENGINEERING REFERENCE #: 468-84835

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Aug 20, 2013 REQUEST DATE:

PROJECT #: 485407 PROJECT TITLE: SWS 669 to serve Krug South Addn, Ph 5

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: SWS 669 to serve Krug South Addn, Ph 5

OCA #: 751516 OCA TITLE: SWS 669 to serve Krug South Addn, Ph 5

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

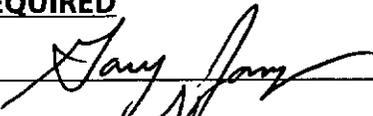
Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$102,000.00	\$38,000.00	\$140,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$102,000.00	\$38,000.00	\$140,000.00

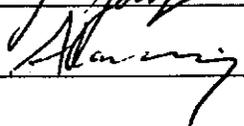
Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$102,000.00	\$38,000.00	\$140,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Expense:	\$102,000.00	\$38,000.00	\$140,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: 

DEPARTMENT HEAD: 

BUDGET OFFICER: _____

CITY MANAGER: _____

DATE: 08/05/13

DATE: 8/7/13

DATE: _____

DATE: _____

STORM WATER SEWER PETITION

PHASE 5

To the Mayor and City Council
Wichita, Kansas

SLW#669

Dear Council Members:

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

468-84835

KRUG SOUTH ADDITION

Lots 17 through 25, Block 1;
Lots 1 through 11, Block 2;
Lots 1 through 10, Block 3;
Lots 7 through 14, Block 5;

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 storm water sewer system 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 is One Hundred Forty Thousand Dollars (\$140,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.
- (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. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 17 through 25, Block 1; Lots 1 through 11, Block 2; Lots 1 through 10, Block 3; and Lots 7 through 14, Block 5; Krug South Addition shall each pay 1/38 of the total cost payable by the improvement district.

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

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature 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 occurs 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 if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>KRUG SOUTH ADDITION</u> Lots 17 through 25, Block 1; Lots 1 through 11, Block 2; Lots 1 through 10, Block 3; and Lots 7 through 14, Block 5; Krug South Addition, an addition to Wichita, Sedgwick County, Kansas.	KRUG SOUTH RESIDENTIAL, LLC RITCHIE DEVELOPMENT CORPORATION- Manager	

By: _____
Kevin Mullen, President
Ritchie Development Corporation

**KRUG SOUTH ADDITION
STORM WATER SEWER PHASE 5 PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
18" SWS	1580	LF	\$ 40.00		\$ 63,200.00
Area Inlet/Manholes	11	EA	\$ 2,500.00		\$ 27,500.00
24" SWS	28	LF	\$ 50.00		\$ 1,400.00
Site Clearing and Rest	1	LS	\$ 2,000.00		\$ 2,000.00
			Contingencies @ 10% +/-		\$ 9,410.00
				Construction Total	\$ 103,510.00
			35% Engineering, Administration, Etc.		\$ 36,225.50
				TOTAL	\$ 139,738.50

For Petition Use \$140,000.00

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council
SUBJECT: Revised Paving Petition to Serve Northborough Third Addition (District II)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the new petition and adopt the amending resolution.

Background: On July 2, 2013, the City Council approved petitions for street paving, drainage, sanitary sewer service, and a water distribution system for Northborough Third Addition. An attempt to award a construction contract for the paving improvements within the budget set by the petition was not successful. The developer has submitted a new petition with an increased budget. The signature on the petition represents 100% of the improvement district.

Analysis: The project will provide paving improvements for a new in-fill commercial development located south of 21st Street North, east of Woodlawn.

Financial Considerations: The total of the existing petition was \$141,000. The new petition total is \$252,000. The funding source is special assessments.

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

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

Attachments: Map, budget sheet, petition, and resolution.

First Published in the Wichita Eagle on August 23, 2013

RESOLUTION NO. 13-154

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **ROCKHILL STREET FROM THE EAST LINE OF BRAMBLEWOOD STREET TO A CUL-DE-SAC, ENDING AT A POINT APPROXIMATELY 900' EAST OF BRAMBLEWOOD (NORTH OF 21ST ST. NORTH, EAST OF WOODLAWN) 472-85105** 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 **ROCKHILL STREET FROM THE EAST LINE OF BRAMBLEWOOD STREET TO A CUL-DE-SAC, ENDING AT A POINT APPROXIMATELY 900' EAST OF BRAMBLEWOOD (NORTH OF 21ST ST. NORTH, EAST OF WOODLAWN) 472-85105** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 13-120 adopted on July 2, 2013 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct pavement on **Rockhill Street from the east line of Bramblewood Street to a cul-de-sac, ending at a point approximately 900' east of Bramblewood (north of 21st St. North, east of Woodlawn) 472-85105.**

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 **Two Hundred Fifty-Two Thousand Dollars (\$252,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **August 1, 2013**, 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:

TRACT "A"

A Tract of land in the Northwest Quarter of Section 7, Township 27, South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southwest Corner of the Lot 2, Block 2, Northborough Third Addition, Wichita, Sedgwick County Kansas; thence East along the south line of said Northborough Third Addition on an assumed bearing of north 89 degrees 52 minutes east for a distance of 876.14; thence north zero degrees zero minutes of a distance of 796.46 feet; thence west at a right angle for a distance of 831.89 feet to a point on the east right of way of Bramblewood Street; thence south along the east right of way of Bramblewood to a point of curvature to the right; thence southwesterly along a curve to the right, said curve having a platted radius of 380.72 feet and a platted internal angle of 45 degrees 19 minutes 04 seconds and a platted curve length of 301.13 feet, to the southwest corner of Lot 3, Block 1, in said Northborough Third Addition, said southwest corner of Lot 3 also being a point of intersection with the

north right of way line of Rockhill Lane as platted in said Northborough Third Addition; thence southeasterly along the north right of way of Rockhill Lane for a distance of 8.31 feet to a point of curvature to the left; thence east along a curve to the left, said curve having a platted radius of 89.83 feet and a platted internal angle of 50 degrees 43 minutes 33 seconds and a curve length of 79.53 feet to a point of tangency; thence south 00 degrees 8 minutes west for a distance of 70 feet to the northwest corner of Lot 2, Block 2, in said Northborough Third Addition; thence south along the west line of said Lot 2 for a distance of 425.00 feet to the point of beginning.

Said tract contains 697,558 square feet, more or less.

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: Tract "A" shall pay 1,000/1,000 of the total cost of the improvement.

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.

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 20th day of

August, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
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 #: 13-

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I. ENGINEERING REFERENCE #: 472-85105

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Aug 20, 2013 REQUEST DATE: _____

PROJECT #: 490314 PROJECT TITLE: Paving Improvements to serve Northborough 3rd Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Paving Improvements to serve Northborough 3rd Addition

OCA #: 766296 OCA TITLE: Paving Improvements to serve Northborough 3rd Addition

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	\$141,000.00	\$111,000.00	\$252,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total	\$141,000.00	\$111,000.00	\$252,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$141,000.00	\$111,000.00	\$252,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total Expense:	\$141,000.00	\$111,000.00	\$252,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: *Jay Jan* DATE: 08/05/13

DEPARTMENT HEAD: *Stanley* DATE: 8/7/13

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

RECEIVED

PAVING PETITION

8-8-13

AUG -5 13

CITY CLERK OFFICE

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:

472-85105

Tract "A" described as follows:

See Exhibit "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 pavement on Rockhill Street from the east line of Bramblewood Street to a Cul-de-sac, ending at a point approximately 900' east of Bramblewood. 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 and other public utilities to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being TWO HUNDRED FIFTY TWO THOUSAND DOLLARS (\$252,000), exclusive of the cost of interest on borrowed money, with 100% percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after August 1, 2013.
- (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.

Tract "A" shall pay 1,000/1,000 of the total cost of the improvements.

Above described improvement district shall pay 100% of the improvement cost.

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. 126a04.

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.

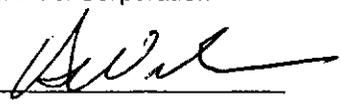
LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 1 and 2, Block 2; Lot 3, Block 1, Reserve "A" Northborough 3 rd Addition	Manuel Corporation  Name: Charles B. Wilson Title: Vice President	8/5/13

Exhibit "A"

EXHIBIT A

A Tract of land in the Northwest Quarter of Section 7, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows:

Beginning at the Southwest Corner of the Lot 2, Block 2, Northborough Third Addition, Wichita, Sedgwick County Kansas; thence East along the south line of said Northborough Third Addition on an assumed bearing of north 89 degrees 52 minutes east for a distance of 876.14; thence north zero degrees zero minutes for a distance of 796.46 feet; thence west at a right angle for a distance of 831.89 feet to a point on the east right of way of Bramblewood Street; thence south along the east right of way of Bramblewood to a point of curvature to the right; thence southwesterly along a curve to the right, said curve having a platted radius of 380.72 feet and a platted internal angle of 45 degrees 19 minutes 04 seconds and a platted curve length of 301.13 feet, to the southwest corner of Lot 3, Block 1, in said Northborough Third Addition, said southwest corner of Lot 3 also being a point of intersection with the north right of way line of Rockhill Lane as platted in said Northborough Third Addition; thence southeasterly along the north right of way of Rockhill Lane for a distance of 8.31 feet to a point of curvature to the left; thence east along a curve to the left, said curve having a platted radius of 89.83 feet and a platted internal angle of 50 degrees 43 minutes 33 seconds and a curve length of 79.53 feet to a point of tangency; thence south 00 degrees 8 minutes west for a distance of 70 feet to the northwest corner of Lot 2, Block 2, in said Northborough Third Addition; thence south along the west line of said Lot 2 for a distance of 425.00 feet to the point of beginning.

Said tract contains 697,558 square feet, more or less.

AFFIDAVIT

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

Julianne Kallman
Name

455 N. Main
Address

268-4236
Telephone Number

Sworn to and subscribed before me this 5 day of August, 2012.



Karen Abbott Muncie
Deputy City Clerk

DEEDS AND EASEMENTS – AUGUST 20, 2013

- a. Storm Water Drainage and Detention Basin Improvements Easement dated July 31st, 2013 from Bay Country LLC for a pond lying within Reserve D, Bay Country Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751520) No cost to City.

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council
SUBJECT: Community Events – 2013 Wichita Wagonmasters Chili Cookoff (District VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Devin Hansen, Wichita Wagonmasters is coordinating the 2013 Wichita Wagonmasters Chili Cookoff with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2013 Wichita Wagonmasters Chili Cookoff September 28, 2013 6:00 am – 5:00 pm

- Douglas Avenue, Emporia Avenue to Mead Street
- Emporia Avenue, First Street to East William Street

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

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

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Walk to End Alzheimer’s (Districts I and VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Craig Davis, Event Coordinator for the Alzheimer’s Association is coordinating the Walk to End Alzheimer’s with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Walk to End Alzheimer’s September 14, 2013 9:30 am – 12:00 pm

- Lewis/Waterman Street, Main Street to Wichita Street

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

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

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Race for Freedom (District VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Clark Ensz, Clark Ensz, Inc. is coordinating the Race for Freedom with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Race for Freedom September 7, 2013 8:00 am – 10:00 am

- Meridian Street, 13th Street North to 17th Street North
- 17th Street North, Meridian Avenue to St. Paul Street
- St. Paul Street, 17th Street North to North McLean Street
- North McLean Street, Richmond Street to St. Paul Street
- 17th Street North, Charles Street to Meridian Avenue

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

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

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Autumn & Art at Bradley Fair (District II)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Mary Beth Jarvis, Wichita Festivals, Inc. is coordinating Autumn & Art at Bradley Fair with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Autumn & Art at Bradley Fair September 12, 2013 3:00 pm – September 15, 2013 10:00 pm

- North Bradley Fair Parkway, Rock Road to East 21st Street North
- Wilson Estates Parkway, North Bradley Fair Parkway to Saddle Creek Road

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

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

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Dash & Dine 5K (District VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter April Kiehl is coordinating the Dash & Dine 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Dash & Dine 5K September 21, 2013 10:00 am – 1:00 pm

- 2nd Street, Mead Street to Waco Street
- 1st Street, Waco Street to entrance of Bike Path

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

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

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council
SUBJECT: Community Events – Wesley Senior 5K (District IV)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Clark Ensz, Clark Ensz, Inc. is coordinating the Wesley Senior 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wesley Senior 5K September 11, 2013 5:00 pm – 6:30 pm

- Amidon Avenue, Murdock Street to West 11th Street North
- Sim Park Drive, Amidon Avenue to Bike Path
- Murdock Street, Sim Park Drive to Amidon

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

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

Legal Consideration: There are no legal considerations.

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

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council
SUBJECT: Community Events – 2013 Wichita Flight Festival (District II)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve and authorize the Mayor to sign the Agreement with Sedgwick County for the purpose of hosting the 2013 Wichita Flight Festival and approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter John D’Angelo, Manager of Arts & Cultural Services, City of Wichita is coordinating the 2013 Wichita Flight Festival with City of Wichita staff, subject to final approval by the City Council. An agreement with Sedgwick County is necessary granting controlled access to certain roadways under the jurisdiction of the County for the purpose of complying with federal aviation rules and regulations for air shows.

Analysis: The event promoter has requested controlled access to certain roadways that are controlled and maintained by Sedgwick County. To document the understanding that has been reached between the Promoter and the County, the attached Agreement has been prepared and is submitted for approval. The following street closure request has also been submitted:

2013 Wichita Flight Festival, September 27-29, 2013 9:00 am – 9:00 pm

- 37th Street North, Webb Road to Greenwich Road
- 43rd Street North, Webb Road to Greenwich Road

The event promoter will have controlled access of these streets to the extent that the use does not conflict with public safety. Promoter will coordinate with the Sheriff’s Office with regard to traffic control on these streets used for such purpose. Promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period and the barricades will be removed immediately upon completion of the event.

Financial Consideration: Costs associated with this agreement are included in the 2013 Adopted Budget for the Wichita Flight Festival.

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

Recommendation/Actions: It is recommended that the City Council approve and authorize the Mayor to sign the Agreement with Sedgwick County and approve the request for temporary street closures subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the

streets in accordance with requirements of Police, Fire and Public Works and Utilities Departments.

Attachments: Agreement and map of proposed temporary street closures for the Wichita Flight Festival.

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between Sedgwick County, Kansas, ("County") and the City of Wichita, Kansas (Promoter).

WITNESSETH:

WHEREAS, the Promoter has requested controlled access to certain portions of County roadways for the purpose of sponsoring the 2013 Wichita Flight Festival ("Event") on Friday, September 27, 2013 through Sunday, September 29, 2013;

WHEREAS, County finds that such request serves the public purpose of supporting a community event open to all citizens; and

WHEREAS, the parties hereto desire to document the understanding that has been reached between them for the provision of such controlled access to County roadways.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to be bound by this Agreement as follows:

SECTION 1. USE GRANTED. County does hereby grant to Promoter controlled access to the following roadways controlled and maintained by County for the purpose of hosting the 2013 Wichita Flight Festival on Friday, September 27, 2013 through Sunday, September 29, 2013 as necessary for Event activities:

- a. A portion of 37th Street North from Greenwich Road to ½ mile west.

Said roadway is indicated on the attached map (incorporated as Exhibit A). Said roadway represents only a portion of the total area to be used for Event activities as other portions are within incorporated areas of the County.

For purposes of this agreement, 'controlled access' is defined as the non-exclusive use of public roadways to the extent that the use does not conflict with public safety as determined by the Sedgwick County Sheriff. Promoter agrees to coordinate with the Sheriff's Office with regard to traffic control upon the County roadways used for such purpose.

SECTION 2. DAMAGES/INDEMNIFICATION. Subject to the limitations of the Kansas Tort Claims Act, Promoter agrees to indemnify and hold harmless County, its agents, servants, employees or invitees, from and against any and all claims of every kind or character (including, but not limited to, attorneys fees) for injuries to persons and/or property damage arising out of or in connection with the use and occupancy of said land, and not caused by County negligence.

SECTION 3. NOTICE OF CLAIM. Each party shall give to the other party notice of any claim made or litigation instituted, which directly or indirectly, contingently, or otherwise in

any way affects or might affect them or either of them. Each party shall have the right to compromise and participate in the defense of the same to the extent of its own interests.

SECTION 4. RESTORATION OF PREMISES. Promoter shall be responsible for the removal of all equipment, trash, debris, or other material of any kind or nature whatsoever that is discarded on County roadways by any of its members, agents, servants, employees, guests, invitees, and participants.

SECTION 5. DISCRIMINATION PROHIBITED. Promoter will not on the grounds of race, color, sex, religion, physical handicap, national origin or ancestry discriminate or permit discrimination against any person or group of persons in any manner prohibited by law.

SECTION 6. NOTICE. For purposes of this agreement, written notice shall be sent to:

Promoter: City of Wichita, Kansas
John D'Angelo, Division of Arts & Cultural Services
Manager
225 W. Douglas
Wichita, KS 67202

County: Sedgwick County Counselor
525 N. Main, Suite 359
Wichita, KS 67203

SECTION 7. CANCELLATION. This agreement may be canceled and terminated at any time by mutual agreement, or by either party upon giving thirty (30) days notice of the cancellation to the other party.

SECTION 8. MODIFICATION. This agreement may be modified, changed, or amended only as may be mutually agreed in writing between County and Promoter.

SECTION 9. AUTHORITY TO CONTRACT. The parties each represent to the 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 signatories below has been duly authorized by the signatory's respective governing board or council.

SECTION 10. ASSIGNMENT. Promoter shall not sell, assign or transfer any of its rights or privileges granted hereunder without the prior written consent of County.

SECTION 11. TERMINATION. In addition to the provisions outlined in paragraph 12 below, this Agreement may be terminated in whole or in part by either party without cause, upon thirty (30) days written notice, stating the effective date of the termination. A partial termination

shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto.

SECTION 12. DEFAULT. In the event that Promoter shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Promoter shall violate any of the terms, covenants, conditions or stipulations of this Agreement or any appendices, exhibits or amendments hereto, if any, County shall thereupon have the right, at its option, to declare the existence of an event of default and terminate this Agreement by promptly giving written notice to Promoter, specifying the reasons for the termination and the effective date thereof.

Notwithstanding the above, Promoter shall not be relieved of liability to County by virtue of any breach of this Agreement by Promoter.

SECTION 13. WAIVER OF BREACH. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach by any party.

SECTION 14. BINDING EFFECT. The terms, provisions, covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors in interest, legal representatives, heirs, executors and administrators, except as otherwise herein expressly provided.

SECTION 15. INVALIDITY OF PART. The invalidity, unenforceability, or illegality of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

SECTION 16. COMPLIANCE WITH LAWS AND REGULATIONS. Promoter shall comply with all applicable federal, state and local laws and regulations in fulfilling this Agreement, regardless of whether those laws and regulations are referenced herein.

SECTION 17. CONTROLLING LAW. This Agreement and the terms thereof shall be construed according to the laws of the State of Kansas.

SECTION 18. ENTIRE AGREEMENT. It is understood that this agreement supersedes and cancels any and all prior existing arrangements between the parties hereto and their predecessors concerning the uses provided for herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this agreement by signature of their duly authorized officers the day and year first above written.

Commissioners present and voting were:

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

Dated this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

KELLY B. ARNOLD
County Clerk

JAMES B. SKELTON, Chairman
Commissioner, Fifth District

APPROVED AS TO FORM:

KAREN L. POWELL
Assistant County Counselor

CITY OF WICHITA, KANSAS

ATTEST:

CARL BREWER, MAYOR

CITY CLERK, KAREN SUBLETT

APPROVED AS TO FORM:

GARY REBENSTORF, CITY ATTORNEY



Controlled Access

WEBB

45TH

37TH

Colonel James Jabara

GREENWICH

K96

0 250 Feet

Sedgwick County
GIS Geographic Information Services
 Division of Information & Operations
www.sedgwickcounty.org/gis

© 2011 Sedgwick County Kansas Government. All rights reserved.
 FILE: c:\gis\gismaps\countycouncil\37thClosing.mxd
 NAME: jrogers



2013 WICHITA FLIGHT FESTIVAL
 SEPTEMBER 27, 28 & 29, 2013

EXHIBIT A

Sedgwick County, Kansas

Legend

 Controlled Access on 37th Street

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.
 The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement for NewMarket Office V Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On June 18, 2013, the City Council approved an agreement with Professional Engineering Consultants (PEC) for design of a water distribution system to serve NewMarket V Addition.

Analysis: The proposed supplemental agreement between the City and PEC provides for a revision to the water line alignment requiring revised plan sheets and corresponding utility easement. The revision was necessary to allow space for a potential loading dock at the south end of a proposed building.

Financial Considerations: The approved design fee is \$18,400. The cost of the additional services is \$2,000, bringing the total design fee to \$20,400. The funding source is special assessments and is available in the existing approved budget.

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

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

Attachments: Supplemental Agreement No. 1

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

NEWMARKET V ADDITION

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90331 serving Lot 1, Block 1, Newmarket V Addition (west of Maize, south of 29th Street North) (Project No. 448 90331).

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 Newmarket V Addition and perform the PROJECT tasks outlined in 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 the SCOPE OF SERVICES (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 \$5,000.00. 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. 448 90331 \$ _____

- 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

Robert Layton, City Manager

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

(Name & Title)

ATTEST:

SCOPE OF SERVICES

Water Distribution System to serve Newmarket V Addition
(west of Maize, south of 29th Street North)
(Project No. 448-90331)

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**.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

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 NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per **Attachment No. 1**.
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. 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. 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. 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 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.
8. 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")**. The ENGINEER shall

include a conflict list for each utility, also posted to the FTP site. **Attachment No. 2 is a utility verification form that shall be completed and submitted by the Engineer as compiled from the utilities at each milestone date and as directed by the City.** ENGINEER shall meet with utility company representatives to review plans and utility verification forms; information will be compiled into a summary report, and maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities. ENGINEER shall coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans 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 that were not identified and coordinated during design.

9. **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.
10. **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.
11. **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.
12. **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.
13. **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.**
14. **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 _____.
 - (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related PROJECT documents by _____.

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 8th 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" – 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)**

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City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council
SUBJECT: Design Agreements for Bay Country Addition (District V)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the agreement.

Background: On July 2, 2013, the City Council approved petitions for paving improvements, a water distribution system, sanitary sewer service, and a storm water drain to serve Bay Country Addition, located west of 119th Street West, south of Central.

Analysis: The proposed agreement between the City and MKEC Engineering Consultants (MKEC) provides for design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis in the amount of \$96,900. Funding is available in the existing approved budget.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

BAY COUNTRY ADDITION

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

STORM WATER DRAIN NO. 389 serving Lots 22 through 36, Block 2, and Lots 2 through 27, Block 3, Bay Country Addition (west of 1119th St W, south of Central) (Project No. 468-84887).

STORM WATER SEWER NO. 670 serving Lots 22 through 36, Block 2, and Lots 2 through 15, Block 3, Bay Country Addition (west of 1119th St W, south of Central) (Project No. 468-84888).

LATERAL 62, COWSKIN INTERCEPTOR SEWER serving Lots 22 through 36, Block 2, and Lots 2 through 27, Block 3, Bay Country Addition (west of 1119th St W, south of Central) (Project No. 468-84890).

WATER DISTRIBUTION SYSTEM NO. 448 90598 serving Lots 22 through 36, Block 2, and Lots 2 through 27, Block 3, Bay Country Addition (west of 1119th St W, south of Central) (Project No. 448-90598).

JENNIE STREET and JENNIE COURT serving Lots 22 through 36, Block 2, and Lots 2 through 15, Block 3, Bay Country Addition (west of 1119th St W, south of Central) (Project No. 472-85103).

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 Bay Country 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. 468 84887	\$ _____
Project No. 468 84888	\$ _____
Project No. 468 84890	\$ _____
Project No. 448 90598	\$ _____
Project No. 472 85103	\$ _____
TOTAL	\$ _____

- 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:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name/Title)

ATTEST:

EXHIBIT “A”

SCOPE OF SERVICES
Bay Country Addition
(west of 1119th St W, south of Central)
(Project No. 468-84887; 468-84888; 468-84890; 448-90598; 472-85103)

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 _____.
 - (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by _____.

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 8th 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” - 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
- center of manholes

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
- beginning and ends of pipe
- all P.I.’s/deflections (horizontal and vertical)
- FH’s, tees, bends, air release

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
- center, inside face of curb inlets – Type 1 and Type 1A; center, at high edge of curb inlets – Type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline – center, inside face of inlet; 15 ft/4 m offset in each direction, to center of inlet, along inside face line extended
- 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
- 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.

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
- 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 streets
- 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
- 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	KDOT Proj. NO/ City Proj. NO	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)	
2/21/2013	1111111/ 2222222	Kallman	Ken Lee/ Ruggles & Bohm	2/21/2013	2/21/2013			No				
			Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (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
Westar (Distribution)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
Westar (Transmission)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Black Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Cox
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:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

20

120

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, 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.

CITY OF WICHITA
City Council Meeting
August 20, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2166 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The property at 2166 North Amidon is improved as a stand-alone, single tenant retail building. Right-of-way is required at this property to accommodate for the installation of a sidewalk. In addition, a temporary construction easement is also required. The right-of-way is comprised of 384 square feet; the temporary easement is 960 square feet. The structure is not impacted by the project; however, the in-ground sprinkler system and the mature landscaping have to be relocated.

Analysis: The owner agreed to accept the estimated market value of the taking valued at \$5,500, or \$4,650 (\$12 per square foot) for the right-of-way and \$850 (\$0.90 per square foot) for the temporary easement. An additional \$2,500 was agreed upon to repair and replace the in-ground sprinkler system, allow for replacement landscaping, and allow the owner to restripe the effected part of the parking lot.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$9,000 is requested. This includes \$8,000 for the acquisition and \$1,000 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon Avenue DATE: 07/25/13

COUNTY: Sedgwick TRACT NO.: 0032

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY PERMANENT SIDEWALK EASEMENT AND
TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 25th day of July, 2013, by and between

Charles R. Woodard and Connie L. Woodard, Trustees of the Charles R. Woodard Living Trust, dated August 2, 1995 and Connie L. Woodard and Charles R. Woodard, Trustees of the Connie L. Woodard Living Trust dated August 2, 1995

4450 N Maize Road, Maize, KS 67101
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Permanent Sidewalk Easement and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

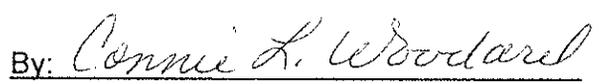
Real property to be acquired as right of way:		
_____ N/A _____ (Sq. Ft.)	\$ _____	_____ N/A _____
Damages:		
_____ Landscaping & sprinkler _____	\$ _____	_____ 2,500.00 _____
Temporary Easement for construction:		
_____ 960 _____ (Sq. Ft.)	\$ _____	_____ 850.00 _____
Permanent Sidewalk Easement for construction:		
_____ 384 _____ (Sq. Ft.)	\$ _____	_____ 4,650.00 _____
Improvement & Buildings acquired with right of way:		
N/A		
	TOTAL:	\$ _____ 8,000.00 _____

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Charles R. Woodard and Connie L. Woodard, Trustees of the Charles R. Woodard Living Trust, dated August 2, 1995 and Connie L. Woodard and Charles R. Woodard, Trustees of the Connie L. Woodard Living Trust dated August 2, 1995

By: 
Charles R. Woodard

By: 
Connie L. Woodard

THE CITY OF WICHITA
By: _____
Carl Brewer, Mayor

ATTEST:
By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Charles R. Woodard and Connie L. Woodard, Trustees of the Charles R. Woodard Living Trust, dated August 2, 1995 and Connie L. Woodard and Charles R. Woodard, Trustees of the Connie L. Woodard Living Trust dated August 2, 1995

If mortgage or other liens, show names of holders:
Commercial Federal Bank

REMARKS:
PIN/APN 00529239
Security Title File Number 2068422

APPROVED TO FORM:

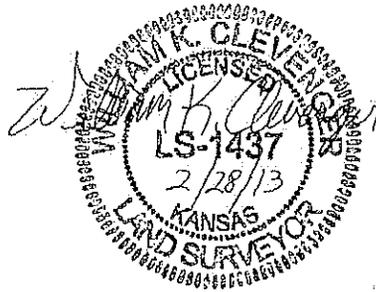
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Gerald Cain, Project Manager

A 151830004 – Sidewalk Easement

The west 2.00 feet of a tract of land located in the NE1/4 of Sec. 7, T27S, R1E of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows: Commencing at 208.71 feet south and 50 feet east of the northwest corner of said NE1/4, said point being the westerly most northwest corner of Block 1, Lakeview Estates, Wichita, Kansas, a Replat of Lots 1-4-5 and a part of Lots 2 and 3, Lakeview Addition, Wichita, Kansas, Sedgwick County, Kansas; thence south along the east right-of-way line of Amidon Avenue for a distance of 113.25 feet to a point of beginning; thence east, parallel with the north line of said NE1/4 of Sec. 7 for a distance of 107.30 feet; thence south, perpendicular to the north line of said NE1/4 of Sec. 7 for a distance of 192.00 feet; thence west, parallel with the north line of said NE1/4 of Sec. 7 for a distance of 101.66 feet to the east right-of-way of Amidon Avenue; thence north along the east right-of-way line of Amidon Avenue for a distance of 192.08 feet to the point of beginning.



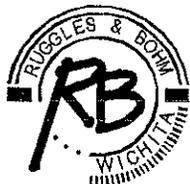
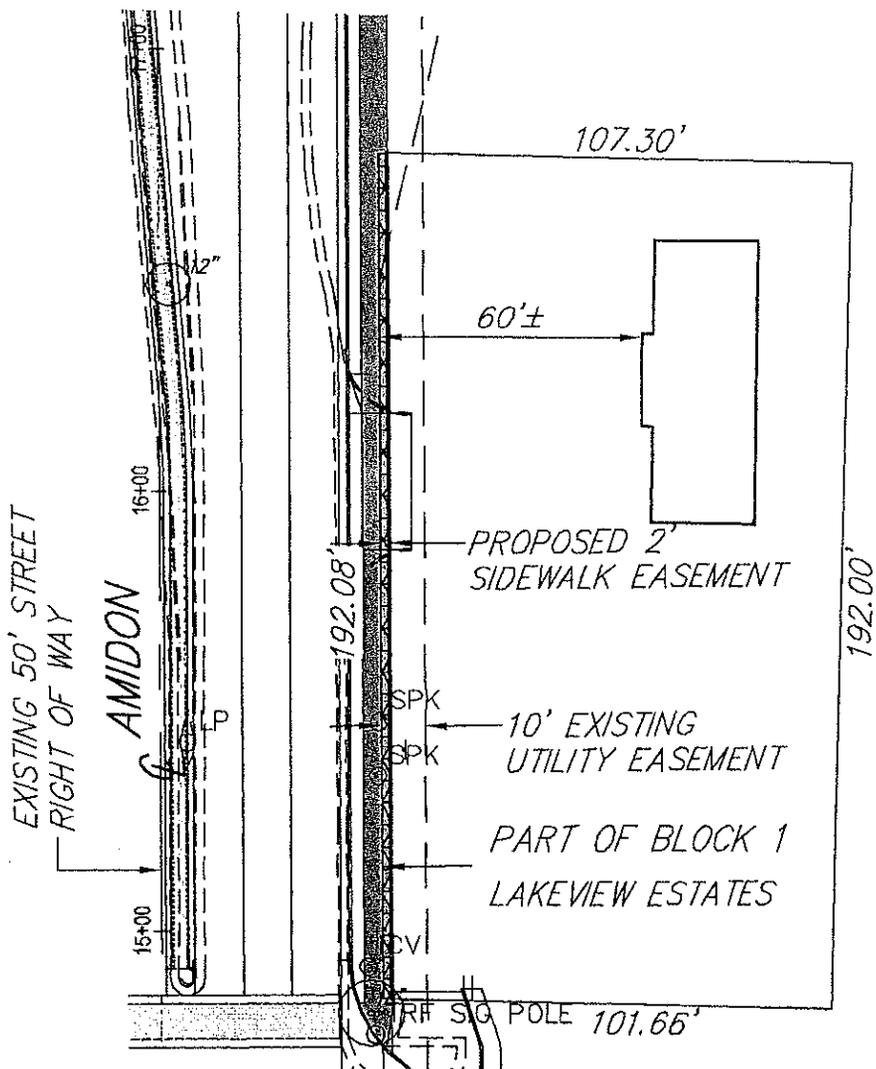
SIDEWALK EASEMENT EXHIBIT

WOODARD CHARLES R & CONNIE L LIV TRS
4450 N MAIZE RD
MAIZE KS 67101-9517

A 151830004

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED SIDEWALK EASEMENT

Easement Area: 384 Sq. Ft.±
0.01 Acres±



Ruggles & Bohm, P.A.
Engineering, Surveying, Land Planning

924 North Main (316) 264-8008
Wichita, Kansas 67203 (316) 264-4621 fax
www.rbkansas.com E-mail: info@rbkansas.com

3647T

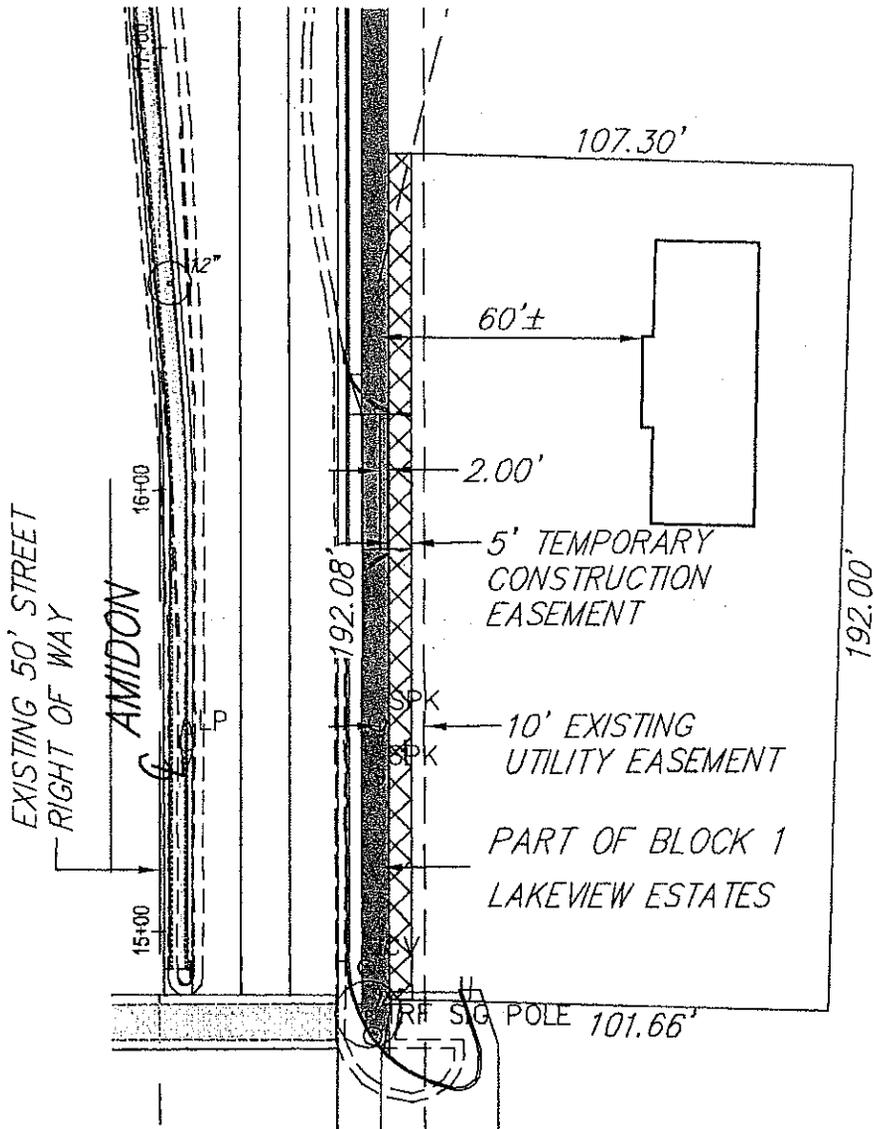
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

WOODARD CHARLES R & CONNIE L LIV TRS
4450 N MAIZE RD
MAIZE KS 67101-9517

A 151830004

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Easement Area: 960 Sq. Ft.±
0.02 Acres±



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main

Wichita, Kansas 67203

www.rbkansas.com

(316) 264-8008

(316) 264-4621 fax

E-mail: info@rbkansas.com

3647T

A 151830004 – Temporary Construction Easement

The east 5.00 feet of the west 7.00 feet of a tract of land located in the NE1/4 of Sec. 7, T27S, R1E of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows: Commencing at 208.71 feet south and 50 feet east of the northwest corner of said NE1/4, said point being the westerly most northwest corner of Block 1, Lakeview Estates, Wichita, Kansas, a Replat of Lots 1-4-5 and a part of Lots 2 and 3, Lakeview Addition, Wichita, Kansas, Sedgwick County, Kansas; thence south along the east right-of-way line of Amidon Avenue for a distance of 113.25 feet to a point of beginning; thence east, parallel with the north line of said NE1/4 of Sec. 7 for a distance of 107.30 feet; thence south, perpendicular to the north line of said NE1/4 of Sec. 7 for a distance of 192.00 feet; thence west, parallel with the north line of said NE1/4 of Sec. 7 for a distance of 101.66 feet to the east right-of-way of Amidon Avenue; thence north along the east right-of-way line of Amidon Avenue for a distance of 192.08 feet to the point of beginning.



2166 N Amidon



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

CITY OF WICHITA
City Council Meeting
August 20, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2905 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The property at 2905 North Amidon is improved with a single-family residence. A five foot wide strip of land is required as road right-of-way, an area comprised of 500 square feet, together with two temporary construction easements. The temporary construction easements are comprised of 235 square feet. The structure is not impacted by the project; however, mature trees and landscaping will be damaged as a result of the take.

Analysis: The owner agreed to accept the estimated market value of \$730, or \$630 (\$1.25 per square foot) for the right-of-way and \$100 (\$0.43 per square foot) for the temporary easement. An additional \$1,500 was agreed upon as damages to the landscaping.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$2,730 is requested. This includes \$2,230 for the acquisition and \$500 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map and aerial map.

PROJECT: Amidon Avenue DATE: 08/02/13

COUNTY: Sedgwick TRACT NO.: 0022

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT

THIS AGREEMENT Made and entered into this 2nd day of August, 2013,
by and between

Petra Dominguez and Omar Munoz

2905 N Amidon, Wichita, KS 67204

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:		
<u>500</u> (Sq. Ft.)	\$	<u>630.00</u>
Damages:		
<u>Landscaping</u>	\$	<u>1,500.00</u>
Temporary Easement for construction:		
<u>235</u> (Sq. Ft.)	\$	<u>100.00</u>
Permanent Drainage Easement for construction:		
<u>N/A</u> (Sq. Ft.)	\$	<u>N/A</u>

Improvement & Buildings acquired with right of way:
N/A

TOTAL: \$ 2,230.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: *Petra Dominguez*
 Petra Dominguez

By: *Omar Munoz*
 Omar Munoz

THE CITY OF WICHITA

ATTEST:

By: _____
 Carl Brewer, Mayor

By: _____
 Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Petra Dominguez

If mortgage or other liens, show names of holders:

Wells Fargo Bank

REMARKS:

PIN/APN 00113924
 Security Title File Number 2068390

APPROVED TO FORM:

 Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Gerald Cain
 Gerald Cain, Project Manager

RIGHT OF WAY EXHIBIT

DOMINGUEZ PETRA
 2905 N AMIDON
 WICHITA KS 67204-4907

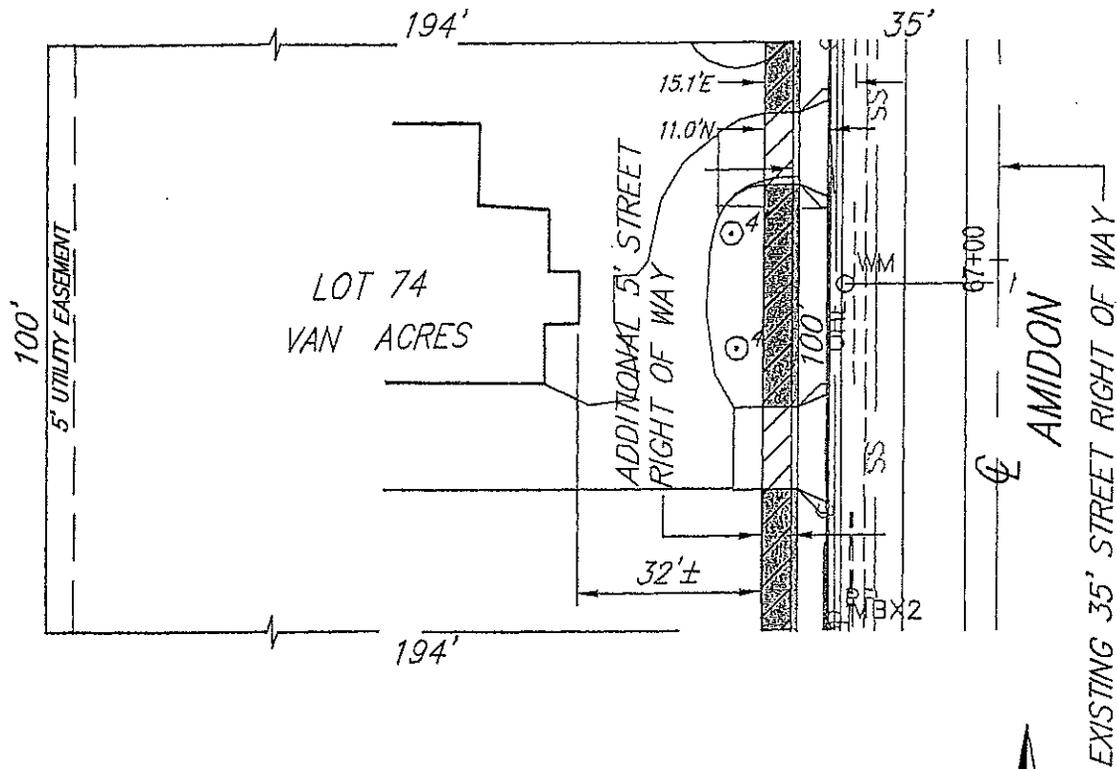
A 13885

Right Of Way Area: 500 Sq. Ft.±
 0.01 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED STREET RIGHT OF WAY

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

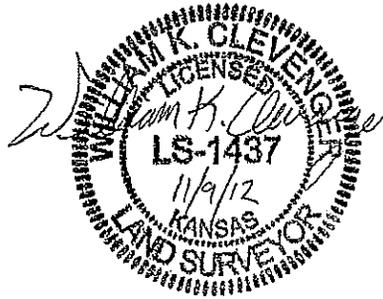
924 North Main
 Wichita, Kansas 67203
 www.rbkansas.com

(316) 264-8008
 (316) 264-4621 fax
 E-mail: Info@rbkansas.com

3647T

A 13885 - Right of Way

The east 5.00 feet of Lot 74, Van Acres, Sedgwick County, Kansas.



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

DOMINGUEZ PETRA
2905 N AMIDON
WICHITA KS 67204-4907

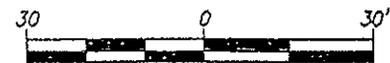
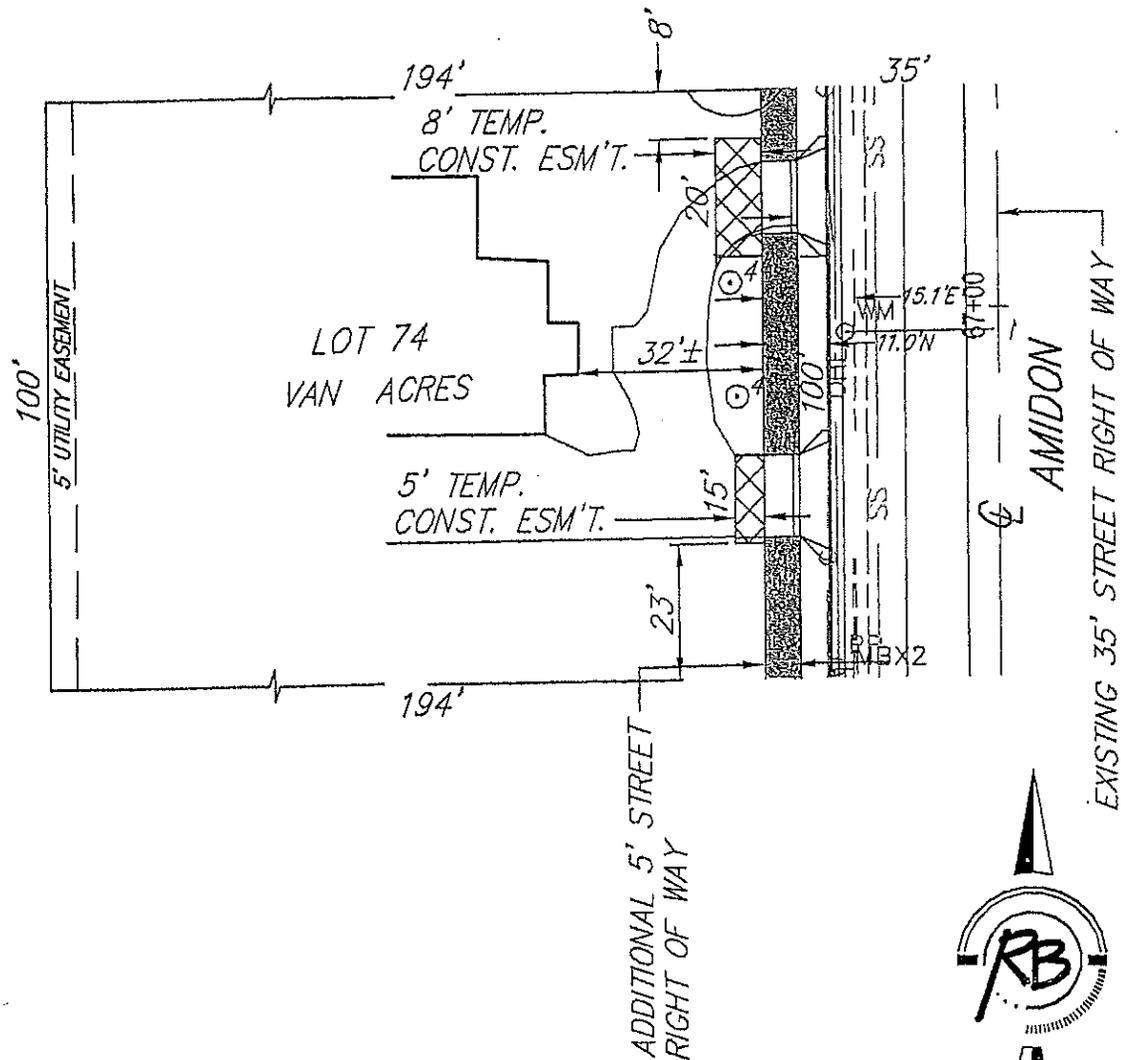
A 13885

Easement Area: 235 Sq. Ft.±
0.005 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE

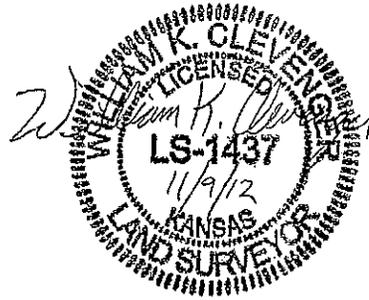


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924 North Main (316) 264-8008
Wichita, Kansas 67203 (316) 264-4621 fax
www.rbkansas.com E-mail: info@rbkansas.com

3647T

A 13885 – Temporary Construction Easement

The north 15.00 feet of the south 38.00 feet of the west 5.00 feet of the east 10.00 feet AND the south 20.00 feet of the north 28.00 feet of the west 8.00 feet of the east 13.00 feet of Lot 74, Van Acres, Sedgwick County, Kansas.





A 13885

2905 N Amidon



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 Powered By: GeoSmart



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

CITY OF WICHITA
City Council Meeting
August 20, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of Land at 6008 West 29th Street for the 29th Street – Ridge to Hoover Road Improvement Project (Districts V and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On June 7, 2011, the City Council approved the design concept to improve 29th Street between Ridge Road and Hoover. The project will require a partial acquisition of nine properties. The tracts consist of commercial, residential, and agricultural use. The proposed road improvement project includes widening 29th Street, improving area storm drainage, and adding sidewalks. The property at 6008 West 29th Street is improved with a single-family residence. However, only a fence is within the proposed acquisition area. The other site improvements are removed from the project. The right-of-way acquisition consists of 4,250 square feet.

Analysis: The owner rejected the estimated market value of \$2,125, of \$0.50 per square foot. Smaller residential tracts of land were valued at \$1.03 per square foot. The owner agreed to accept \$4,400 (\$1.03 per square foot), an amount equal to what was paid elsewhere within the corridor.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$5,400 is requested. This includes \$4,400 for the acquisition and \$1,000 for title work, surveys, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget and; 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map, and aerial map.

268-4335

PROJECT: 29th Street: Ridge to Hoover

DATE: January 14, 2013

COUNTY: Sedgwick

TRACT NO.: 05

CITY OF WICHITA, KANSAS A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this ____ day of _____, 2013, by and between David Lee Cornwell and Kenneth Earl Cornwell, co-executor's of the Verna E. Cornwell Estate (Landowners), and the City of Wichita, Kansas, a municipal corporation, (Buyer),

WITNESSETH, For consideration as hereinafter set forth, Landowners hereby agree to convey a road right-of-way to the City of Wichita by a warranty deed to the following described real properties in Sedgwick County to wit:

A ten (10) foot wide rectangular tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the SW corner of the SEQ, Section 34, Township 26 South, Range 1 West, Sedgwick County, Kansas; thence east along the south line of said SEQ a distance of 1668.41 feet; thence north normally distant, 30 feet to the Point of Beginning; thence continuing north a distance of 10 feet; thence east parallel with the south line of said SEQ a distance of 425 feet; thence south normally distance to said south line a distance of 10 feet; thence west parallel with the south line a distance of 425 feet, more or less, to the Point of Beginning.

Said tract containing 4,250 square feet, more or less.

It is understood and agreed that landowner is responsible for all property taxes on the above described property accrued prior to the conveyance of fee title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 30 days after the conveyance documents of said property, free of any encumbrances, have been delivered.

Approximately 4,250 Sq. Ft. for Road Right-of-Way	\$ 4,400.00
Approximately 0 Sq. Ft. for Drainage Easement	\$ NA
Approximately 0 Sq. Ft. for Temporary Easement	\$ NA

Damages: including but not limited to trees

	\$ NA
TOTAL	\$ 4,400.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

Buyer(s) and Landowner(s) hereby agree that Buyer will compensate Landowner(s) within 90 days of closing the cost to relocate fence and gate from the above described right-of-way based on the more advantageous estimate from fencing professionals.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER(S):

David Lee Cornwell, co-executor of the Verna E. Cornwell Estate

Kenneth Earl Cornwell

Kenneth Earl Cornwell, co-executor of the Verna E. Cornwell Estate

BUYER:

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

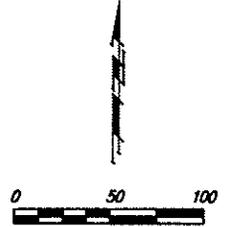
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

EXHIBIT

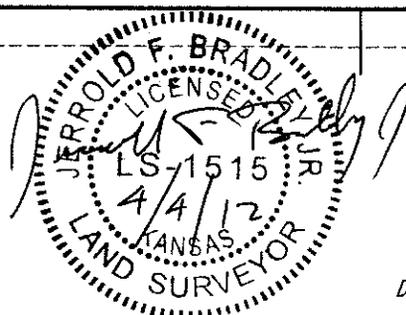
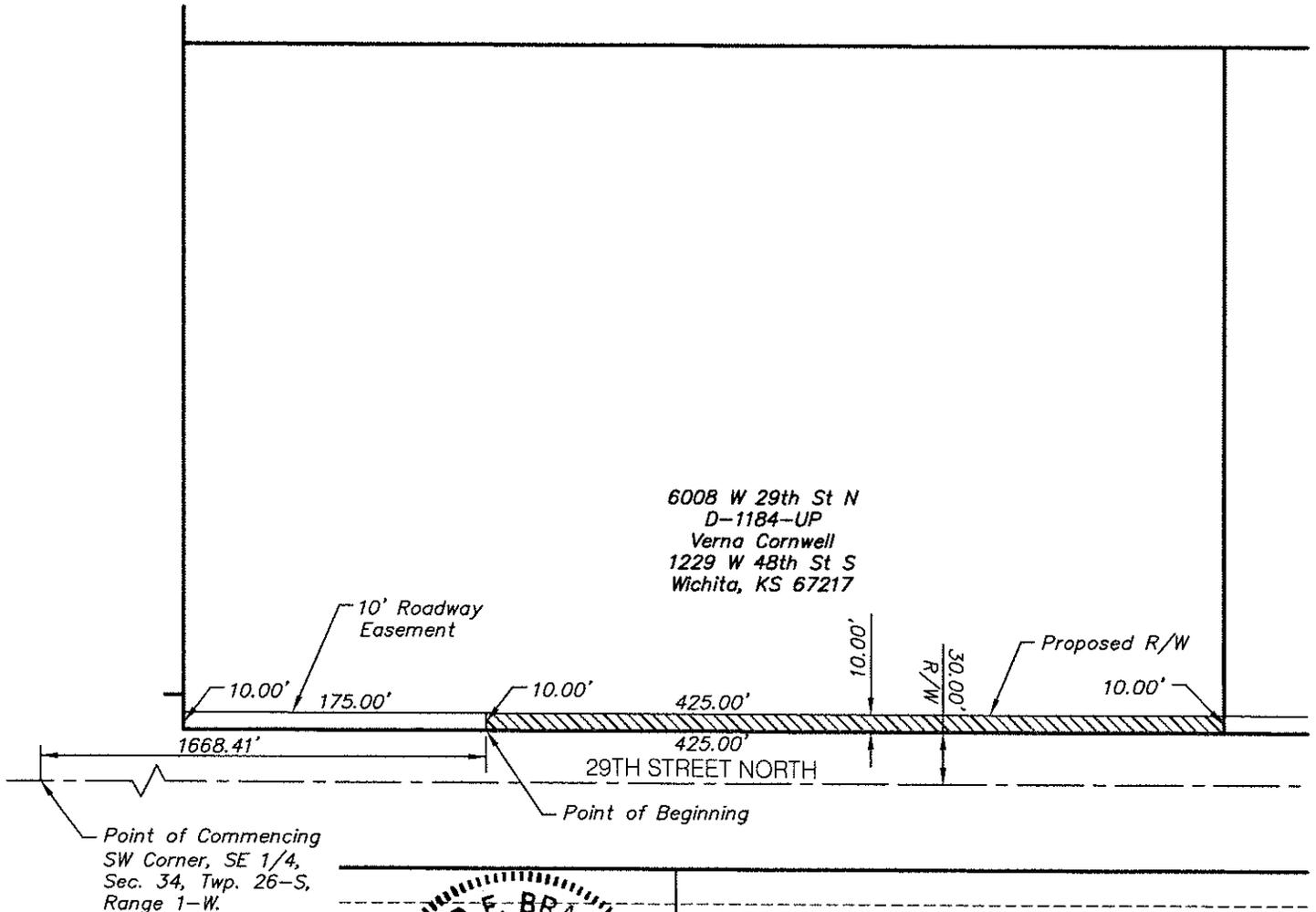


LEGAL DESCRIPTION:

A ten (10) foot wide rectangular tract of land in Wichita, Sedgwick County, Kansas for right-of-way purposes more fully described as follows:

Commencing at the SW corner of the SE ¼, Section 34, Township 26 S., Range 1 W., Sedgwick County, Kansas; thence east along the south line of said SE ¼ a distance of 1668.41 feet; thence north normally distant, 30.00' feet to the Point of Beginning; thence continuing north a distance of 10.00' feet; thence east parallel with the south line of said SE ¼ a distance of 425.00' feet; thence south normally distant to said south line a distance of 10.00' feet; thence west parallel with the south line a distance of 425.00' feet, more or less, to the Point of Beginning.

Said tract containing 4,250 square feet, more or less.



Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Drawing File: E:\Projects\29th Ridge to Hoover\Exhibits\Tract Maps.dwg



6008 W. 29th Street North



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

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council

SUBJECT: Community Event with alcohol consumption – Resolution, Autumn & Art at Bradley Fair (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: A community event application with alcohol consumption allowed has been submitted for Autumn & Art at Bradley Fair, scheduled for September 13 through September 15, 2013. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required, authorizing consumption of alcoholic liquor on sidewalks and on public streets which have been closed to motor vehicle traffic during such licensed community event. The City Council has approved the request for closure of the streets involved in this event. Upon review of the application for this community event, a copy of which is attached hereto, and upon consideration of the factors set forth in Section 3.11.080 of the code of the City of Wichita, the Council shall determine if such approval should be given.

Analysis: Staff has reviewed the application for the community event with consumption of alcoholic liquor allowed, and based upon the factors set forth in Section 3.11.080 of the City Code, finds that all of the criteria set forth therein have been met and recommends approval of the event permit.

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

Legal Consideration: The Law Department has prepared and approved as to form the proposed Resolution.

Recommendation/Actions: It is recommended that the City Council adopt the Resolution.

Attachments: Resolution, Community Event Application for Autumn & Art at Bradley Fair and maps of proposed sites for consumption of alcoholic liquor for the event.

RESOLUTION NO. 13-155

**A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR
ON PUBLIC STREETS DURING THE AUTUMN & ART AT BRADLEY FAIR**

WHEREAS, the City Council has approved as a community event , the Autumn & Art at Bradley Fair, to occur from September 13 through September 15, 2013.

WHEREAS, the City Council has approved 1900 – 2100 North Bradley Fair Parkway and East Wilson Estates Parkway from North Bradley Fair Parkway to Saddle Creek Road to be closed to vehicular traffic for such event from 6:00 a.m. on Friday, September 13 to 10:00 p.m. on Sunday, September 15, 2013, and with the consumption of alcoholic liquor allowed thereon from 5:00 p.m. to 11:00 p.m. on September 13, from 11:00 a.m. to 11:00 p.m. on September 14, and from 11:00 a.m. from 6:00 p.m. on Septebmer 15, 2013.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the Autumn & Art at Bradley Fair has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the Autumn & Art at Bradley Fair to occur from September 14, 2010 at 6:00 a.m. through September 16, 2010 at 10:00 p.m. as set forth above and to occur upon the dates and during the times above stated.

ADOPTED by the governing body of the City of Wichita, Kansas, this 20th day of August, 2013.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett
City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law



1 MM = 3.48 ft

Food tent
20'x30'

Restrooms

Artist / Volunteer
Hospitality 10 x 20
power

Bar

Seating
Area

D1 - D5

Performer

D6-D10

D11 - D15

C1 - C8

C9 - C14

D20 - D23

C15 - C19

D24 - D28

D29 - D32

Art Demos

Center for the Arts
20'x30' no power

AAA

Bar

Alcohol Boundary
Staging Flow
Drain

North

Restrooms

Welcome 10 x 10
No power

Staging

Autumn & Art South 2013



3/19/2012

COMMUNITY EVENT APPLICATION
and Temporary Entertainment District Application

Applications and applicable fees must be submitted to:
Division of Arts & Cultural Services | 225 West Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply:
The City of Wichita defines a Community Event as follows:

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 persons on private or park property.
Excludes invitation only events taking place on private property.
- Involves a particular purpose and time.
- **If Alcoholic Liquor or Cereal Malt Beverage is to be served or sold at an event, all portions of this application necessary to either establish a Temporary Entertainment District (for alcoholic liquor) or to obtain written City Council approval (for CMB) MUST be completed.**

Any or all conditions below may apply to a Community Event: Some conditions may require a separate permit, which might include City Council approval. The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessed from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

General Information:

The City of Wichita may refuse any application received less than 45 days before the event or lacking requested information. Applications received less than 30 days, but more than 10 business days prior to the proposed event will be assessed additional fees. **NO application will be accepted LESS THAN 10 business days prior to the proposed event.** Any information required by the application must be complete upon submittal. Incomplete applications may be denied. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- Application filing fee (\$25) made payable to City of Wichita.
- Licensing fee (varies) made payable to the City of Wichita.
- Street closure request (\$25.00 *if applicable*) made payable to the City of Wichita.
- Certificate of Liability Insurance naming the City of Wichita as additionally insured.
- Site plan defining the placement of alcohol point of sale, barricade locations, exit location, trash, restrooms, signage, etc.
- Security requirements including hiring of certified law enforcement officers.
- Vendor list including contact person and contact information.

Application Date: 7/19/13

Event Title: Autumn + Art at Bradley Fair

Event Date(s)/Time: 9/13: 4p.m.-11p.m., 9/14: 9a.m.-11p.m., 9/15: 9a.m.-9p.m.



3/19/2012

Event Address for Permit: 1900-2000 N. Bradley Fair Pkwy.

Property (Circle all that apply): Public Park Private

Event Promoter Name: Wichita Festivals, Inc.

Address: 1820 E. Douglas, Wichita, ks 67214

Phone: (316) 267-2817 Mobile: (316) 807-4530

E-mail: adam@wichitafestivals.com

Will Alcoholic Liquor or CMB be sold and/or served? (Circle one): Yes or No

Onsite Alcohol Supervisor Name: Adam Hurtke

Address: 1820 E. Douglas

Phone: (316) 267-2817 Mobile: (316) 807-4530

E-mail: adam@wichitafestivals.com

Will food be sold and/or served? (Circle One): Yes or No

Food Coordinator Name: Ann Keefer

Phone: (316) 267-2817 Mobile: (316) 253-2210

E-mail: ann@wichitafestivals.com



3/19/2012

Type of Event (Circle all that apply):

Animal Exhibition Carnival Circus Concert Dance Fireworks Live Entertainment Parade
Temporary Amusement Rides Walk/Run/Marathon Street Closure
Other Art Exhibition

Attendance (circle one) Public or Private/Invitation Only

Estimated Attendance: 12,000

Number of participants in previous years: 12,000 - 15,000
(If applicable)

Will admission be charged? No
(If yes, what amount?)

Is this event a fundraiser? No
(If yes, for what organization?)

Street Closure Requested? (Circle One): Yes or No

Date(s)/Time/Location of Street Closures (or attached information):
Sept. 12th, 2013: 3p.m. streets close
Sept. 15th, 2013: 11:30p.m. streets open



3/19/2012

Description, Website and/or Facebook Page of Event (or attached flier):

www.Autumn and Art.com

I, Adam Hartke, the above named applicant, do solemnly swear that I have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Wichita. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Wichita and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

[Signature]

Signature of Event Applicant

7/19/13

Date

Wichita Festivals, Inc. / Autumn & Art

Organization/Event

[Signature]

City of Wichita Representative

7/25/2013

Date

COMMUNITY EVENT CHECKLIST and Temporary Entertainment District Checklist

Checklist must accompany Application and applicable fees and mail to:
Division of Arts & Cultural Services | 225 West Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply: *The City of Wichita defines a Community Event as follows:*

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 on private or park property. Excludes invitation only events taking place on private property.
- Involves a particular purpose and time.

Approval of all applicable departments is required before permit is issued. The applicant shall be required to provide certified law enforcement officers, portable restrooms, and trash service in adequate number as reasonably determined by the procedures set forth. All vendors must be properly licensed and inspected. The applicant shall also be required to obtain, place and remove signs and barricades to close streets in accordance with requirements of the City. The applicant is responsible for all costs associated with the community event.

The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessible from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

X **1. Certificate of Insurance - Must accompany initial application** - *see attached*
The applicant shall be required to **maintain insurance reasonably acceptable to the City covering all aspects of the event** in a minimum amount of \$500,000 public liability insurance and \$50,000 property damage insurance, in addition to other insurance as required by law. The insurance policies must include the City of Wichita and its agencies as additional insured.

X **2. Site Plan - Must accompany initial application** - *see attached*
A Site Map/Plan and Event Notice **must be attached to application**. The site map/plan shall include: (1) streets requested for closure; (2) entry and exit points of event venue; (3) stage placement; (4) portable restroom locations; (5) trash receptacle locations; and, if applicable, (6) description of signage and barriers defining the area which alcoholic liquor or CMB may be consumed; (7) point of sale of alcoholic beverages; and (8) location of participating establishments.

X **3. Security Requirements - Minimum 15 day approval process**
Security requirements shall be determined in coordination with the Wichita Police Department. The applicant will be required to hire certified law enforcement officers in addition to any other security the promoter provides on the event site. *Provided by private security + WPD*

Sgt. KROK + Signal 88

X 4. Traffic Flow Plan (Section 3.11.150) – Must accompany initial application *Street Closures attached*

The plan should include any information that will impact the flow of traffic, such as requested street closures; route for parade, run/walk, or any other request. Does not include events solely on sidewalks or public rights-of-way immediately adjacent to public streets unless alcoholic beverages are to be consumed in these areas. Applicants will be required to disclose the date, street name, location, and time period for approval of requested street closures. Please attach the traffic flow plan as part of the site map/plan. Closure for any major street requires adequate street closure equipment to include signs and barricades and certified law enforcement officers, to be provided by applicant. All affected property owners are required to be notified in writing for intended street closure and a copy of such list is to be included as part of the community event application requirements.

Only temporary street markings are allowed and must be removed immediately upon completion of the event.

X 5. Trash Receptacles – Minimum 15 day approval process *S & S Sanitation - 425-0355*

The number of trash containers shall be based upon industry standards for sanitation and public convenience and will include consideration of the type of food and packaging. Requirements will be determined on event criteria and established with contracted vendor. Trash service will include servicing during an event for four hours or more and picking up of all trash and debris during and after the event. Upon completion of the event public property shall be left in the same condition or better than received. Trash containers may be located only in areas approved on site map/plan.

X 6. Portable Restrooms – Minimum 15 day approval process *AAA Portable Services - 522-6442*

The number of portable restrooms shall be based upon industry standards for sanitation and public convenience. Requirements will be determined on event criteria and established with contracted vendor. The plan must provide for service during the event if planned for four hours or more. Portable restrooms may be located only in areas approved on site map/plan.

X 7. Food Vendors Transient Merchant License (Chapter 3.95) - Minimum 15 day approval process *In Process*

Food vendors must be licensed and inspected through the City of Wichita. A list of vendors including contact person and contact information must be submitted with the Community Event Application.

X 8. Transient Merchant License (Chapter 3.95) – Minimum 15 day approval process

Transient Merchants are described as vendors selling wares or food from 7:00 am until midnight. Each vendor is required to complete a separate Transient Merchant application including signature. A copy of current Sales Tax License from the State of Kansas or proof of exempt status must accompany application. A list of vendors including contact person and contact information must be submitted with the Community Event Application.

X **9. Cereal Malt Beverage and Alcoholic Liquor Licenses (Chapter 4.12, Section 4.16.070(e) and KSA 41-2645 - Minimum 45 day approval process**

The applicant shall be responsible for compliance with CMB and Alcoholic Liquor laws as well as all other laws and ordinances in the conduct of the event. Click on the "Business" tab at the top of the Home Page then click on "City of Wichita License Applications" to locate Liquor License and/or CMB license application.

X **10. Cereal Malt Beverage and Alcoholic Liquor Consumption Regulations (Title 10) - Minimum 45 day approval process**

The applicant and onsite supervisor (if different) shall be responsible for compliance with all regulations as set forth in Section 3.11.065 of the City Code. **Consumption of CMB or alcoholic liquor on public streets and sidewalks is only allowed when the street is closed to vehicular traffic and with written approval of the City council.**

X **11. Tents and Canopies (Chapter 18.36 Ordinance 41-502) - Minimum 5 day approval process** - *See attached*

A Permit will be required if the tent meets one of the following: The Tent has sides and is greater than 200 square feet OR is greater than 400square feet.

If a Tent Permit is required , the applicant will be required to appear in person at the Office of Central Inspection located in City Hall on the 7th floor, 455 N Main, Wichita, KS. The following information is required to obtain the permit: (1) the address where the tent will be located; (2) written permission of the property owner; (3) the size of the tent or canopy; (4) dates of erection and duration; (5) onsite contact name and contact information.

NA **12. Parade (Chapter 3.13.020) – Minimum 10 day approval process**

Parade route diagram and/or site map/plan must be attached to the application showing formation area, starting point and termination point.

NA **13. Temporary Amusement Ride License (Chapter 3.20) – Minimum 30 day approval process**

Completed application must include name of approved vendor. A current copy of certificate of inspection for each ride and applicable insurance must be on file with the City of Wichita. Placement of rides must be noted on site map/plan.

NA **14. Fireworks License – (Chapter 15.0) Minimum 30 day approval process**

Completed application must include a copy of the Firework Operator Certificate. Applicant is required to include a site map/plan of the shooting site, fallout zone, a list of shell sizes and applicable insurance.

NA **15. Animal Exhibition License (Chapter 3.09) – Minimum 20 day approval process.**

Completed application must include USDA animal documentation, name and address of licensed veterinarian responsible for the care of the animals and proof of liability insurance.

X **16. Event Times - (Municipal Code Section 3.11.155)**

Outdoor entertainment may operate 8:00 am until 11:00 pm Sunday through Thursday, 8:00 am until Midnight Friday and Saturday. The applicant shall at all times be responsible for compliance with laws and ordinances regulating the times of events.

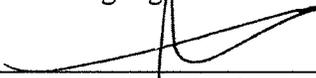
X **17. Noise Level – (Chapter 7.41)**

The applicant shall be required to ensure that sound levels do not exceed that which is appropriate for the event area and its location and is in compliance with the provisions the code of the City of Wichita. The applicant will respond in a timely and effective manner to requests of the city’s representatives concerning the sound level. The WPD or authorized representatives of the City shall have the authority to cancel musical performances or events for substantial or repeated violations.

X **18. Miscellaneous**

No excavation shall be made on public property nor objects/promotional items be placed or attached to public property except as expressly approved by permit or license. The applicant shall be required to abide by such other requirements as may be reasonable for the approval of the application.

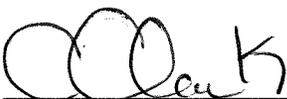
I have read and understand the above information and regulations and accept them on behalf of the following organization.



Signature of Event Applicant

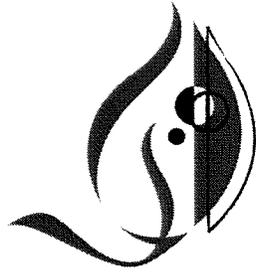
7/19/13
Date

Wichita Festivals, Inc / Autumn + Art
Organization/Event



City of Wichita Representative

7/25/2013
Date



Autumn & Art

BRADLEY
FAIR

Autumn & Art at Bradley Fair is south central Kansas' premier small art show to be held Friday, Saturday and Sunday, September 14-16, 2012. Artist booths will be set along Bradley Fair Parkway, adjacent to the beautiful lake, all within easy walking distance from one to the other.

A \$100,000+ targeted advertising campaign will support the show - utilizing television, radio, billboards, newspaper, magazine and web site media. Approximately 15,000 people attended in 2011 and bigger crowds are expected this year.

Eighty artists from across the United States will be participating, displaying their work in the following artistic categories: 2 and 3 dimensional mixed media, ceramics, drawing, fiber, graphics and print making, jewelry, metalwork, painting, photography, sculpture and wood.

The show is open free to the public Friday from 6-9 pm, Saturday, from 10 am to 7 pm and Sunday, 10 am to 5 pm. Friday evening will also feature a Patron Party in an exclusive area adjacent to the show. Tickets for the party are \$75 each and two tickets will be provided to each Bradley Fair merchant for their use.

Sponsors of the event include: Fidelity Bank, Scholfield Lexus, Martin Pringle, Kennedy & Coe, Delta Dental, Living Sound, IMA, Tree Top Nursery, The Frame Shop, Go Wichita, Bombardier, Clear Channel Outdoor, Clear Channel Radio, KAKE-TV, Splurge, The Wichita Center for the Arts and Intake Studio.

In its third year, Autumn & Art is a one-of-a-kind event in Wichita. The goal is to establish a small, high quality annual art show that will provide a diverse array of art options for both collectors and art enthusiasts.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: LEISURE	PHONE (A/C, No, Ext): 800-553-8368	FAX (A/C, No): 260-459-5624
	E-MAIL ADDRESS: KK.EVENTSATTRACTIONS@KANDKINSURANCE.COM		
INSURED WICHITA FESTIVALS, INC. 1820 E DOUGLAS WICHITA, KS 67214	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: NATIONAL CASUALTY COMPANY		11991
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 1672646

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

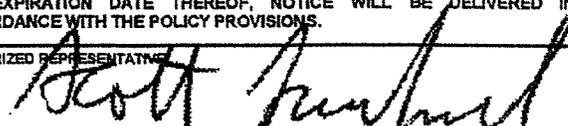
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			KKO0003155700	12:01AM 1/01/13	12:01AM 1/01/14	EACH OCCURRENCE 100000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/POP AGG 5000000 Part Lgl Liab NC
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KKO0003155700	12:01AM 1/01/13	12:01AM 1/01/14	COMBINED SINGLE LIMIT (Ea Accident) 1000000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION			XXK0003155600	12:01AM 1/01/13	12:01AM 1/01/14	EACH OCCURRENCE 400000 AGGREGATE 400000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

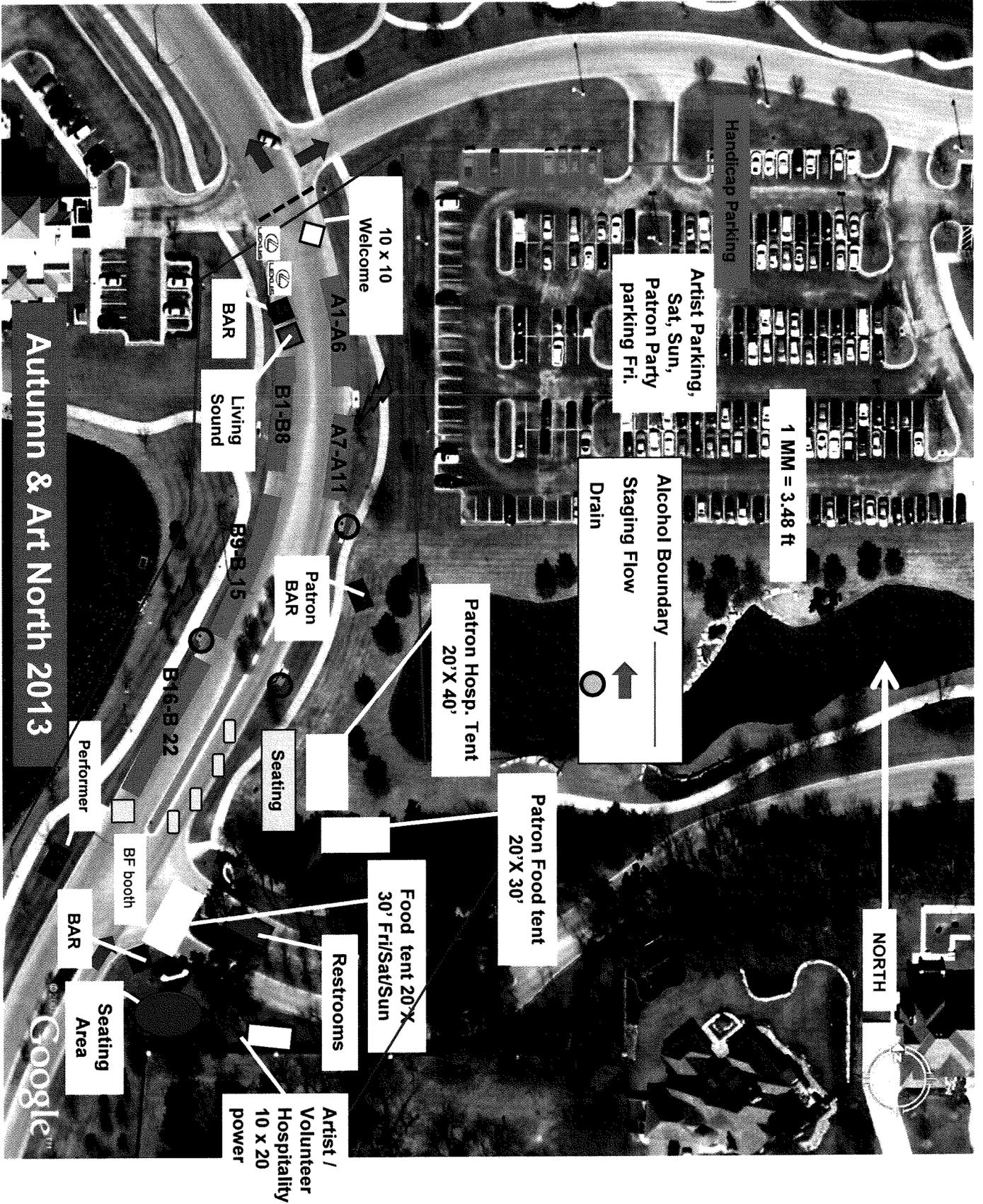
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

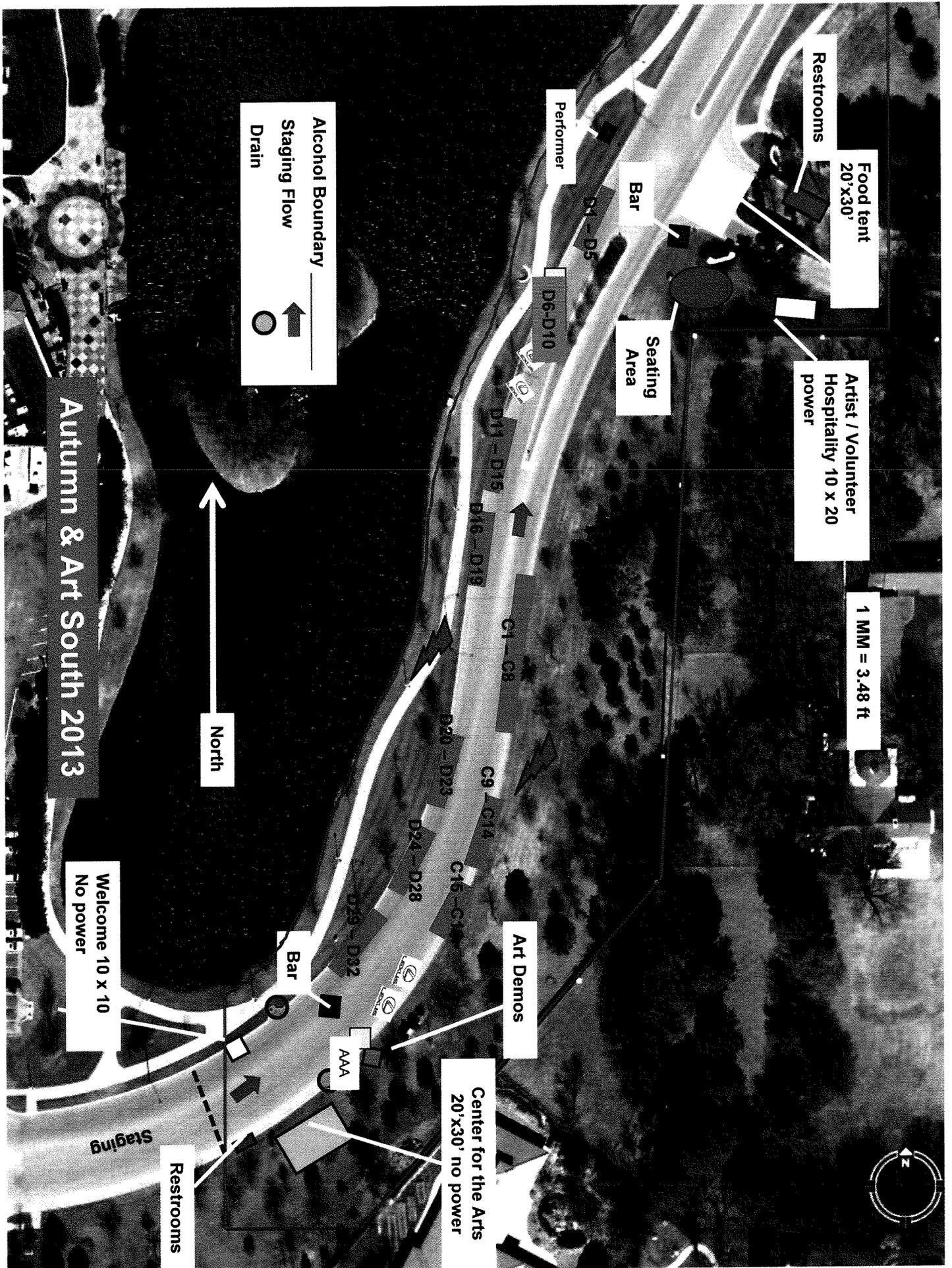
CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CANCELLATION

CITY OF WICHITA ATTN: CONNIE CLARK CENTURY 11 CONVENTION CENTER 225 W DOUGLAS WICHITA, KS 67202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---





Autumn & Art South 2013

Alcohol Boundary
 Staging Flow
 Drain

North

Food tent
 20'x30'
 Restrooms

Artist / Volunteer
 Hospitality 10 x 20
 power

1 MM = 3.48 ft

Bar
 Seating
 Area

Performer

Art Demos

Center for the Arts
 20'x30' no power

Welcome 10 x 10
 No power

Bar

Restrooms

Staging

2013 Autumn & Art Street Closure/Opening List

Date	Time	Type	Location
12-Sep	3:00 PM	Closing	N. Bradley Fair Parkway from Executive Dr to the eastern most driveway to the Bradley Fair Shopping center parking lot.
12-Sep	3:00 PM	Closing	Wilson Estate Pkwy from Saddle Creek Rd. to N Bradley Fair Pkwy.
15-Sep	11:30 PM	Opening	N. Bradley Fair Parkway from Executive Dr to the eastern most driveway to the Bradley Fair Shopping center parking lot. Wilson Estate Pkwy from Saddle Creek Rd. to N Bradley Fair Pkwy.

August 29, 2013

Matt Dolan
Hilton Garden Inn
2041 N. Bradley Fair Parkway
Wichita, KS 67206

Dear Matt,

September 12-15, 2013, Wichita Festivals, Inc. will once again be hosting Autumn & Art at Bradley Fair presented by Fidelity Bank. Held along Bradley Fair Parkway, this fine art show and sale will be entering its third year. This year's show will feature over 75 artists from across the United States.

Set up for the event will begin Thursday afternoon, Sept. 12, at approximately 3:00 pm. Bradley Fair Parkway will be closed to vehicular traffic from that time until 11:00 pm on Sunday evening, September 15. Access to Bradley Fair Parkway will be blocked from the south Hilton Garden Inn entrance to Backwoods. Wilson Estates Parkway will be blocked at the west entrance to Wilson Estates.

Friday evening the show will be open to the public and we will also be holding a private Patron Party adjacent to the Parkway. I encourage you to come and share a fabulous evening with us.

Show hours are Friday, 6-9 pm, Saturday, 10 am to 7 pm and Sunday, 10 am to 5 pm. Admission all three days is free. Food will be available from restaurants at Bradley Fair; the Wichita Center for the Arts will be hosting a Family Art Pavilion with hands-on art experiences and there will be musical entertainment throughout the weekend.

If you have any questions or concerns about the street closures noted above, or the event, please feel free to contact me at 267-2817. We look forward to seeing you September 13-15.

Sincerely,

Mary Beth Jarvis
President/CEO

c.c. George Laham

Wilson Estate Residents

LAST NAME	FIRST NAME	MAILING ADDRESS	
Truong	Son V	1980 N Red Brush	KS 67206
Vereeke	David & Nancy	8203 Steeplechase	KS 67206
Walenta	Don	8513 E Bridlewood	KS 67206
Waller	Ray & Carolyn	8935 E Churchill Cr	KS 67206
Wandling	Warren A	2018 N Paddock Green Ct	KS 67206
Weilert	Stanley R	1950 N Red Brush Ct	KS 67206
Wencel	Judith & Mark	1813 N Red Brush	KS 67206
Whitaker	Mark C & Heather	1945 Saddle Creek Ct.	KS 67206
Williams	David A	1825 N Red Brush	KS 67206
Yoder	Ronald & Lola	8518 E Steeple Chase	KS 67206
Yost	E. L. & Darlene	8909 Churchill Ct	KS 67206
Youngers	Mark & Lillian	1924 N Red Brush Ct	KS 67206
Zerbe	Donald & Janice	1826 N Saddle Creek Circle	KS 67206

Wilson Estates Resident

LAST NAME	FIRST NAME	MAILING ADDRESS	KS	67206
Ackerman & Evan McCorry	Gerald	1860 N Paddock Green	KS	67206
Ahmed	Selim & Mahfuza	1848 N Paddock Green Ct	KS	67206
Anderson	Phillip & Sherry	1866 N Paddock Green Ct	KS	67206
Barry	Don & Lora	2002 N Keeneland	KS	67206
Behzadpour	Fariba & Fariborz	8510 E Steeple Chase	KS	67206
Bell	Brett & Kristy	1942 N Red Brush Ct	KS	67206
Bender	Dennis & Joan	2045 N Paddock Green Cr	KS	67206
Bennett	Rosalene	2053 N Paddock Green Cr	KS	67206
Bohn	Donna	2074 N Paddock Green Ct	KS	67206
Boleski	Steven & Kristine	1930 N Red Brush Ct	KS	67206
Boorigie	Robert & Laurie	1918 N Saddle Creek	KS	67206
Botterweck	Thayne & Marsha	8402 E Bridlewood Ct	KS	67206
Boxberger	Greg & Kelly	1930 N Saddle Creek	KS	67206
Bradburn	Darren & Connie	1810 N Red Brush	KS	67206
Bridwell	Ed & Stephene	8404 E Steeple Chase	KS	67206
Brown	Steve & Susan	1968 N Red Brush Ct	KS	67206
Brown	Michelle	8220 E Bridlewood Ct	KS	67206
Brumbaugh	Susan A	2070 N Paddock Green Ct	KS	67206
Buehler	Dr. Darcy D.	9237 Wilson Estates Ct	KS	67206
Calvin	Merleyn A	2050 N Paddock Green Ct	KS	67206
Cardinali	Eric	1836 N Paddock Green	KS	67206
Caro	Timera	8921 E. Churchill Ct.	KS	67206
Cash	Beverly	8711 E Churchill Ct	KS	67206
Chism	Don & Gwenn	8719 Churchill Ct	KS	67206
Chivukula & Ushasri Challa	S.	2115 N Keeneland	KS	67206
Choi	Byoung Gyu	1918 N Red Brush Ct	KS	67206
Clepper	Francis & Jo	2134 N Keeneland Cr	KS	67206
Crum Living Trust	Martha Ann	2006 N Paddock Green Ct	KS	67206
Dailey, Jr.	Vincent & Jeanne	1962 N Red Brush Ct	KS	67206
DiFulgentiz	Robert & Joan	1955 N Saddle Creek Ct	KS	67206
Do	Drs. Pat & Sylvia	8300 Steeplechase	KS	67206
Doll	Mark & Patti	2034 N Paddock Green Ct	KS	67206
Dopps	John & Jody	1830 N Saddle Creek Cir	KS	67206
Dwerikotte	Robert & Kim R	8303 E Bridlewood	KS	67206
Engels	John & Janetta A	8901 E Churchill Cr	KS	67206
Ernzen	Phillip & Mary Anne	8803 E Churchill Cr	KS	67206

LAST NAME	FIRST NAME	MAILING ADDRESS	
Estes	Andrew & Darcy	1814 N Red Brush	KS 67206
Farhoud	Hussam	2102 N Keeneland	KS 67206
Farney	Gary & Sarabeth	P.O. Box 782586	KS 67278
Fields	Mr. & Mrs. Darren	1946 N Red Brush Ct	KS 67206
Fleming Irrevocable Trust	Dana	1906 N Saddle Creek	KS 67206
George	Tom	1900 N Red Brush Ct	KS 67206
Gibson	John & Lauris	1824 N Paddock Green Ct	KS 67206
Goodpasture	Hewitt & Judy	9213 Wilson Estates Ct	KS 67206
Gray & David Norman	Gerald	1818 N Paddock Green Ct	KS 67206
Gwyn	David & Erin	8308 E Steeple Chase	KS 67206
Hageman	John & Karen	9243 Wilson Estates Ct	KS 67206
Haines	Shirley Cundiff	2017 N Paddock Green Ct	KS 67206
Hatchett	Janet Kay	8505 E Bridlewood	KS 67206
Heldman	Louis & Terry	1830 N Paddock Green Ct	KS 67206
Herrman	Michael & Pamela	8900 E Churchill Ct	KS 67206
Hipp & Jane Beach	Steve	8812 E Churchill Ct	KS 67206
Hoover	Paul & Cherie	8310 E Bridlewood Ct	KS 67206
Hutsey	P.J.	1805 N Red Brush	KS 67206
Issa	Mohamad	1936 N Red Brush Ct	KS 67206
Jahn	Steven & Michelle	1917 N Saddle Creek	KS 67206
Jerschow	Nicholas & Sharon	9279 Wilson Estates Ct	KS 67206
John	Deborah	9219 Wilson Estates Ct	KS 67206
Kaysen	Eric & Roseanne	1809 N Paddock Green	KS 67206
Kennalley	J. Michael	2049 N Paddock Green Cr	KS 67206
Kenney	Phillip & Vivian	8904 E. Churchill Ct	KS 67206
Konecney	Paul & Ann	1913 N Red Brush	KS 67206
Krehbiel	Richard	1819 Red Brush	KS 67206
Laham II	George & Jocelyne	8304 Bridlewood	KS 67206
Laham II	George	150 N Market	KS 67202
Lair	Todd & Julie	2130 N Keeneland Cr	KS 67206
Langhofer	Keith & Gaylin	8905 E Churchill Ct	KS 67206
Lankarani & Farah Gohari	Hamid	1912 N Red Brush	KS 67206
Lawrence	David	2041 N Paddock Green Ct	KS 67206
Lewonowski	Kris & Diane	8208 E Bridlewood Ct	KS 67206
Lies	Dr Richard & Emily	8953 E Churchill Cr	KS 67206
Lloyd	Dr. Michael	1802 N Red Brush	KS 67206

LAST NAME	FIRST NAME	MAILING ADDRESS	
Lowden	David & Dr. Dawne	1901 N Red Brush	KS 67206
Luginbill	Errol & Suzanne	8307 E Bridlewood	KS 67206
Mahoney	James & Karen M	1829 N Red Brush	KS 67206
Maksoud	Aziz	1906 N Red Brush	KS 67206
Marks	Dina	PO Box 781288	KS 67278
Martin Revocable Trust	Mary L	8913 Churchill Ct	KS 67206
Maxwell	Jesse & Deborah	2025 N Paddock Green Ct	KS 67206
McCalla	Roy & Maria-Anna	1810 N Saddle Creek Cir	KS 67206
McGuire	Charles & Nancy	1937 N Saddle Creek Ct	KS 67206
McKee	Frank & Carol	8521 E Bridlewood	KS 67206
Meares	Patrick & Cori	8405 E Bridlewood	KS 67206
Mellion	B Theo & Kelli	8413 E Bridlewood	KS 67206
Michaelis Trust E	Paula Sue	P.O. Box 247	KS 67201
Molik	Kimberly A	2014 N Paddock Green Ct	KS 67206
Monnin	Mitchell & Brigid	8927 E Churchill	KS 67206
Morris	Randy & Cathe	1924 N Saddle Creek	KS 67206
Mote	Jim & Lola	8945 Churchill Ct	KS 67206
Munds	Mark & Brenda	1872 N Paddock Green Ct	KS 67206
Nabbout	Nassim & Nelly	1854 N Paddock Green	KS 67206
Nguyen	Mary	1956 N Red Brush Ct	KS 67206
Nguyen Family Trust	Jimmy & M.	1805 N Paddock Green	KS 67206
Nicoson	Donald & Debra	2013 N Paddock Green Ct	KS 67206
Novascone	Larry & Jolene	8814 Churchill Cir	KS 67206
Nygaard	Scott D	1913 N Paddock Green	KS 67206
O'Bryhim	Michael & Katherine	9249 Wilson Estates Ct	KS 67206
Oser Trust	Jean	8957 E Churchill Cr	KS 67206
Osipova	Evgeny	2002 N Paddock Green Ct	KS 67206
Osland	John & Jacqueline	2133 N Keeneland Cr	KS 67206
Ottaway	Luther & Emily	9273 Wilson estates Ct	KS 67206
Partners	Webb Road	8300 Steeple Chase	KS 67206
Paulseen	Ron & Jenny	1912 N Saddle Creek	KS 67206
Payne Revocable Trust	Vicki L	1907 N Paddock Green	KS 67206
Pearce	Jack & Sharyl	8202 E. Bridlewood	KS 67206
Pearce Revocable Trust	Jack	P.O. Box 780005	KS 67278-0005
Peters	Dennis & Lisa	8807 E Churchill Cr	KS 67206
Phillips & Charles Baker	Jim	9261 Wilson Estates Ct	KS 67206

LAST NAME	FIRST NAME	MAILING ADDRESS	
Pistotnik	Bradley & Christina	2127 N Keeneland Cr	KS 67206
Pringle	Bruce & Shelley	8502 E Steeple Chase	KS 67206
Quah	Sammy & Celine	2090 N Paddock Green Cr	KS 67206
Quinn	Kirby & Jeanne	8410 E Bridlewood Ct	KS 67206
Ramchandani	Dr Ashok P	2118 N Keeneland Ct	KS 67206
Razook	Brad & Sheri	2006 N Keeneland	KS 67206
Reece	Douglas & Julia	1925 N Saddle Creek Ct	KS 67206
Reinert	Don & Margaret	1974 N Red Brush	KS 67206
Reisman	Jeffrey & Mary	2066 N Paddock Green Ct	KS 67206
Rhea	Terry & Debbie	PO Box 781390	KS 67278
Ruffin, Jr.	Phillip	1815 N Paddock Green	KS 67206
Rutherford	Raymond & Susan	8941 E Churchill Ct	KS 67206
Ryan	Ron & Renae	8517 Steeplechase	KS 67206
Schekall	Michael & Shelley	1804 N Paddock Green Ct	KS 67206
Schumacher	Alan & Kathy	9225 Wilson Estates	KS 67206
Schuster	Roger & Jennifer	1949 N Saddle Creek Ct	KS 67206
Searle	Jeff & Lois	2122 N Keeneland Ct	KS 67206
Shaheen	Drs. Wassim & Lisa Le	8412 E Steeple Chase	KS 67206
Shannon	Dwayne & Dorothy	8504 E Bridlewood Ct	KS 67206
Shaw	Buelah M	2010 N Paddock Green Ct	KS 67206
Shaw & Gail Bartlett	Ida	8961 E Churchill Cr	KS 67206
Shelton	Bill & Rene	8216 E Bridlewood Ct	KS 67206
Shrader	C.	2106 N Keeneland Ct	KS 67206
Simunic	Michael	2119 N Keeneland Cr	KS 67206
Smith	Roxie	1931 N Saddle Creek Ct	KS 67206
Smith	Dana Marie	1821 N Paddock Green	KS 67206
Smith	Donald & Linda	2042 N Paddock Green Ct	KS 67206
Stevens	James & Ann	1907 N Red Brush	KS 67206
Swank	Darrell & Julie	2014 N Keeneland	KS 67206
Swanson	Melvin L	2062 N Paddock Green Ct	KS 67206
Taha	Matteo	9203 E Wilson Estates Ct	KS 67206
Tangeman	Jan	8715 Churchill Cir	KS 67206
Tangeman	Eric	2010 N Keeneland	KS 67206
Tilton	Jon & Marilyn	9255 Wilson Estates Ct	KS 67206
Torline	Leon & Carol	2022 N Paddock Green Ct	KS 67206
Truong	Son V	1980 N Red Brush	KS 67206

LAST NAME	FIRST NAME	MAILING ADDRESS	
Vereeke	David & Nancy	8203 Steeplechase	KS 67206
Walenta	Don	8513 E Bridlewood	KS 67206
Waller	Ray & Carolyn	8935 E Churchill Cr	KS 67206
Wandling	Warren A	2018 N Paddock Green Ct	KS 67206
Weilert	Stanley R	1950 N Red Brush Ct	KS 67206
Wencel	Judith & Mark	1813 N Red Brush	KS 67206
Whitaker	Mark C & Heather	1945 Saddle Creek Ct.	KS 67206
Williams	David A	1825 N Red Brush	KS 67206
Yoder	Ronald & Lola	8518 E Steeple Chase	KS 67206
Yost	E.L. & Darlene	8909 Churchill Ct	KS 67206
Youngers	Mark & Lillian	1924 N Red Brush Ct	KS 67206
Zerbe	Donald & Janice	1826 N Saddle Creek Circle	KS 67206

Wilson Estates Office Park

Address	Tenant	Suite/First	Last	City	State	Zip
8621 E. 21st Street North	Voit Workforce Solutions	100 Jorge	Garcia	Wichita	KS	67226
8621 E. 21st Street North	360 Marketing	110 Marty	VanLanen	Wichita	KS	67226
8621 E. 21st Street North	Hinkle Oil	120 Melanie		Wichita	KS	67226
8621 E. 21st Street North	Juhnke Campbell & Assoc.	130 Dustin	Lentz	Wichita	KS	67226
8621 E. 21st Street North	Security 1st Title	150 Colleen		Wichita	KS	67226
8621 E. 21st Street North	Ameriprise Financial	170 Clara	Heinz	Wichita	KS	67226
8621 E. 21st Street North	Sojourn Aviation	180 Scott	Glen	Wichita	KS	67226
8621 E. 21st Street North	Hinkle Elkouri Law Firm	200 Lindsay	Charles	Wichita	KS	67226
8621 E. 21st Street North	Value Place/Consolidated Holdings	250 Jane	Longr	Wichita	KS	67226
8535 E. 21st Street North				Wichita	KS	67226
8535 E. 21st Street North	Preferred Health Systems	Chris	Cordon	Wichita	KS	67226
8535 E. 21st Street North	Preferred Health Systems	Jeff	Davison	Wichita	KS	67226
8301 E. 21st.						
8301 E. 21st.	Capitol Federal	100 HR Director		Wichita	KS	67226
8301 E. 21st.	Smith Barney	150 HR Director		Wichita	KS	67226
8301 E. 21st.	Assemblies of God	230 HR Director		Wichita	KS	67226
8301 E. 21st.	Covenant Health	300 HR Director		Wichita	KS	67226
8301 E. 21st.	Wells Fargo	320 HR Director		Wichita	KS	67226
8301 E. 21st.	Brett Bell	350 HR Director		Wichita	KS	67226
8301 E. 21st.	Tomcat Drilling	360 HR Director		Wichita	KS	67226
8301 E. 21st.	MV Purchasing	370 HR Director		Wichita	KS	67226
8301 E. 21st.	Geo Services	420 HR Director		Wichita	KS	67226
8301 E. 21st.	Depew Gillen	450 HR Director		Wichita	KS	67226
8411 E. 21st Street	Central Bank & Trust Co.	HR Director		Wichita	KS	67226
8411 E. 21st Street	Fee Insurance	HR Director		Wichita	KS	67226
8411 E. 21st Street	ReMax Realty	HR Director		Wichita	KS	67226
8521 E. 21st St.	Morgan Stanley	HR Director		Wichita	KS	67226
8415 E. 21st St.	Legend Senior Living	100 HR Director		Wichita	KS	67226
8415 E. 21st St.	Bank of Kansas	150 HR Director		Wichita	KS	67226
8415 E. 21st St.	Berentz Drilling Co./Hurricane Services	120 HR Director		Wichita	KS	67226
8415 E. 21st St.	Insurance Specialists Group, LLC	140 HR Director		Wichita	KS	67226
8415 E. 21st St.	The Strategy Group	200 HR Director		Wichita	KS	67226

8415 E. 21st St.	Martin & Churchill	210	HR Director	Wichita	KS	67226
8415 E. 21st St.	Volt Technical Resources	220	HR Director	Wichita	KS	67226
8415 E. 21st St.	Progressive	250	HR Director	Wichita	KS	67226

2

Autumn & Art at Bradley Fair

TMM List

first_name	last_name	collaborator	collaborator	associate	associate	associate	street	street2	city	state	zip	discipline_name
Mary	Staby						P.O. Box 237		Frisco	CO	80443	2-Dimensional Mixed A
Pamela	Spika						20750 Bridlewood Ln		Parker	CO	80138	2-Dimensional Mixed A
Dale	Roark						9840 SW DIAMOND F		AUGUSTA	KS	67010	2-Dimensional Mixed A
Prince	Duncan-Williams						Royal Artis 7455 Oatman Lane		Las Vegas	NV	89120	2-Dimensional Mixed A
Scott	Swezy						Scott Swez 6405 Acoma S.E.		albuquerque	NM	87108	2-Dimensional Mixed A
Lynn	Krause						Lynn Kraus 417 Park St.		Woodstock	IL	60098	2-Dimensional Mixed A
Kale	Van Leeuwen						5600 Gleason Rd		Shawnee	KS	66226	2-Dimensional Mixed A
gene	cody						cody wood 2407 s. fifth#b		austin	TX	78704	3-Dimensional Mixed A
Janet	Weilbrennd	Stacy	Benesh				Jassi Desig 7650 County Road 47		West Plain	MO	65775	3-Dimensional Mixed A
Michele	Weith						It's Sew Or 15428 Floyd Street		Overland Park	KS	66223	3-Dimensional Mixed A
Sheldon	Ganstrom						206 West 26th Street		Hays	KS	67601	Ceramics
dier	gray						1419 n. milton ave.		derby	KS	67037	Ceramics
Michael	Schlyer	Joyce	Schlyer				Flat Earth 18501 W Murdock		Wichita	KS	67212	Ceramics
Jennie	Becker						7825 Killarney Place		Wichita	KS	67206	Ceramics
Steve	Cunningham	Mikyoung	Cunningham				Cunningham 33799 Rockwood Lane		West Des IA	IA	50266	Ceramics
rob	wiedmaier						PO BOX 1908		Platte City	MO	64079	Ceramics
Colleen	Sternberger						Colleen Ste 1327 Kensington Blvd		Garden City	KS	67846	Digital Art
Joe	Hoynik						5936 Lindenhurst Aven		Los Angeles	CA	90036	Digital Art
Sonya	Scheuneman						1627 SW 37th Terrace		Topeka	KS	66609	Digital Art
Don	Coons						Don Coons 857 N. Faulkner St.		Wichita	KS	67203	Drawing
Douglas	Fulks						Douglas Fu 1108 NE Independenc		Lees Summit	MO	64086	Drawing
Brian	Swayze						625 Karren Ln.		Wichita	KS	67212	Drawing
Judith	Daley	Veronique	Loggins	Kelly	Owens		WabiSabi 2301 W. Vermijo Ave		Colorado	SCO	80904	Fiber
Ortrud	Hauptli						Unique Bat 8928 Ridge Lane		Milford	KS	66514	Fiber
Karen	Gelbard						The Oregon PO Box 455		Pacific City	OR	97135	Fiber
Candiss	Cole-Footitt	Rodger	Footitt	Amy	Witte		Candiss Co Post Office Box 235		Sedona	AZ	86339	Fiber
Teresa	Merriman						Mind's Eye PO Box 28750 Airway		Westcliffe	CO	81252	Fiber
Donna	Doersam						P. O. Box 4601		Paso Robles	CA	93447	Fiber
Samuel	Yao						694 Dornoch Dr.		Ann Arbor	MI	48103	Fiber
Kathleen	Czepiel						25001 Hwy 105		Cleveland	TX	77328	Fiber
Scott	Hartley						Infinity Art 120 N. Mail PO Box 16		Benton	KS	67017	Glass
Toby	McGee						9801 Silver Lake Dr		Oklahoma	OK	73162	Glass
Eric	Mort						Eric Mort A 10044 Lachlan Drive		Austin	TX	78717	Glass
Yvette	Lubbers						PO Box 155		Argenta	IL	62501	Glass
Sarah	Van Tol			Debra	Van Tol		Sarah j. Cd 118 W. Mid P. O. Box 9		Auburn	MI	48611	Glass
Scott	Garreits						2030 S. Parkwood Lar		Wichita	KS	67218	Glass
Stephen	Perry						Backroads 817 N. Wiley St.		Wichita	KS	67203	Graphics and Printmak
Edward	Bartoszek						Bartoszek 5709 Woodson		Mission	KS	66202	Graphics and Printmak
Laurie	Lujan	Harold	Lujan				117 Adams Lane		Cody	WY	80034	Jewelry

Randal michael	Napier stipek									Napier Phd afterimage	6423 Hwy 81 1620 poplar st.	Grafton denver	ND CO	58237 80220	Photography Photography
James Thomas	bird Stubbs	Vicki	Ryer							Fine Art Cd tomstubs	P.O. Box 666 6026 SW 36th St.	Salem Topeka	MA KS	1970 66614	Photography Photography
Erik	Saujitis									Danceprint TINY PEO	5145 Sheridan Ave. S 3586 SOUTH HOLLY	Minneapolis DENVER CO	MINN CO	55410 80237	Photography Photography
JESPER Cary	JOHANSE Conover	ERIK	JOHANSEN							Cary Cono West Wind	4145 E. English 1013 Bel Arbor Circle	Wichita Derby	KS KS	67218 67037	Photography Photography
Gary David	Behrens Gill										415 SW C Ave	Lawton	OK	73501	Photography
Lucinda	Benton									Lucinda Be mathews g	3201 W. Gary Street 4902 e central	Broken Arr wichita	OK KS	74012 67208	Photography Sculpture
Steve roger	Brewster mathews	na		tro							5797 witteville drive	Poteau	OK	74953	Sculpture
Scott	Otipoby									Brown Jun Fountains	1105 NW Sunset Ln 3106 SW Mulvane	Topeka Topeka	KS KS	66618 66611	Sculpture Wood
Rodney conrad	Furgason wempe	joyce	wempe							c & j wood Woodarts	1224 walnut 3301 Locke Ln.	Topeka emporia	KS KS	66801 78704	Wood Wood
Mark Dale	Mallia Robbins									Dale A. Ro Flemington	1308 E. 310th Road	Austin Flemington	TX MO	65650	Wood

2013 Autumn & Art Tents & Canopies List

Type	Size	Location
Tent	20'x30'	Intersection of Bradley Fair Pkwy & Wilson Estates Pkwy
Tent	20'x30'	Grass next to S. Entrance
Tent	20'x30'	Patron area food tent
Tent	20'x40'	Patron area hospitality tent

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council
SUBJECT: Emergency Solutions Grant Contracts
INITIATED BY: Housing and Community Services Department
AGENDA: Consent

Recommendation: Authorize the allocations, contracts and signatures for administration of the 2013-2014 Emergency Solutions Grant program.

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

Analysis: The City of Wichita has received an allocation of Emergency Solutions Grant funds in the amount of \$187,471 for 2013-2014. The HEARTH Act requires the active involvement of the Continuum of Care in decisions related to implementation of the ESG. A subcommittee of the Continuum of Care was designated as the staff screening and selection committee. That committee reviewed the applications for homeless assistance and recommends funding as delineated on the attached spreadsheet. Homeless prevention funds will be administered by the Center of Hope; the Housing and Community Services Department will administer the rapid re-housing program, and will utilize the 7.5% administrative funds for general program administration. The United Way is the designated administrator of the homeless management information system and will receive funds associated with those tasks.

The ESG requires a dollar for dollar match. The match will be provided by the agencies who receive the funds. In the case of the City-administered program, the match will be in-kind services by City staff.

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

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

Recommendations/Actions: It is recommended that the City Council authorize the allocations, contracts and signatures for administration of the 2013-2014 Emergency Solutions Grant program.

Attachments:
Allocation spreadsheet.
Contract documents

2013-2014 CONSOLIDATED PLAN ALLOCATION COUNCIL REVISED RECOMMENDATIONS 8-20-13						
ESG PROJECTS						
	EMERGENCY SHELTER GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-13 RECOMMENDATION*	2013-14 COUNCIL APPROVAL 5-14-13	2013-14 COUNCIL ALLOCATION
	Emergency Shelter Grant - Final Allocation	\$125,133	* \$124,982	\$0	\$0	\$0
RFP	Essential Services - Maximum Allocation (30%)	\$37,540	\$32,286	\$0	\$0	\$0
	- Catholic Charities - Anthony Family Shelter	\$6,238	\$6,277	\$0	\$0	\$0
	- Inter-Faith Ministries - Inter-Faith Inn	\$0	\$869	\$0	\$0	\$0
	- Inter-Faith Ministries - Safe Haven	\$1,046	\$0	\$0	\$0	\$0
	- Salvation Army - Emergency Lodge	\$0	\$0	\$0	\$0	\$0
	- United Methodist Open Door	\$30,256	\$25,140	\$0	\$0	\$0
RFP	Maintenance and Operations	\$81,463	\$66,591	\$0	\$0	\$0
	- Catholic Charities - Anthony Family Shelter	\$23,530	\$18,457	\$0	\$0	\$0
	- Catholic Charities - Harbor House	\$10,678	\$8,870	\$0	\$0	\$0
	- Inter-Faith Ministries - Inter-Faith Inn	\$23,410	\$19,451	\$0	\$0	\$0
	- Inter-Faith Ministries - Safe Haven	\$0	\$0	\$0	\$0	\$0
	- Salvation Army - Emergency Lodge	\$19,552	\$16,246	\$0	\$0	\$0
	- YWCA - Women's Crisis Center	\$4,293	\$3,567	\$0	\$0	\$0
RFP	Homeless Prevention - Maximum Allocation (30%)	\$0	\$20,000	\$0	\$0	\$0
	- Center of Hope - Rent Assistance	\$0	\$20,000	\$0	\$0	\$0
	Administration - Maximum Allocation (5%)	\$6,130	\$6,105	\$0	\$0	\$0
	- Housing & Community Services Department - ESG Administration	\$6,130	\$4,730	\$0	\$0	\$0
	- City Indirect Cost	\$0	\$1,375	\$0	\$0	\$0
	TOTAL EMERGENCY SHELTER GRANT	\$125,133	* \$124,982	\$0	\$0	\$0
	*Includes \$29 unspent prior year funds					
	EMERGENCY SOLUTIONS GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-2013 COUNCIL ALLOCATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION
	Emergency Solutions Grant - Final Allocation	\$0	\$70,331	\$223,388	\$187,471	\$187,471
	Homeless Assistance Maximum Allocation (60%)	\$0	\$20,126	\$133,159	\$112,483	\$112,483
RFP	Emergency Shelter				TBD	\$112,100
	- Catholic Charities - Harbor House	\$0	\$15,125	\$15,000	\$0	\$12,600
	- Catholic Charities - St. Anthony Family Shelter	\$0	\$0	\$25,000	\$0	\$21,000
	- Inter-Faith Ministries - Inter-Faith Inn	\$0	\$0	\$21,500	\$0	\$18,100
	- The Salvation Army - Homeless Services	\$0	\$0	\$25,000	\$0	\$21,000
	- United Methodist Open Door - Homeless Resource Center	\$0	\$0	\$35,000	\$0	\$29,400
	- YWCA Women's Crisis Center	\$0	\$5,001	\$11,659	\$0	\$10,000
	Homeless Prevention & Rapid Re-Housing		\$41,029	\$69,975	\$60,928	\$60,928
	- Homelessness Prevention	\$0	\$24,629	\$43,535	TBD	TBD
	- Center of Hope - Rent Assistance	\$0	\$24,629	\$43,535		
	- Rapid Re-Housing	\$0	\$16,400	\$26,440	TBD	TBD
	- City of Wichita - Housing and Community Services	\$0	\$16,400	\$26,440		
	Homeless Management Information System (HMIS)	\$0	\$635	\$3,500	TBD	\$383
	- United Way of the Plains	\$0	\$635	\$3,500		\$383
	Administration - Maximum Allocation (7.5% of total Award)	\$0	\$8,541	\$16,754	\$14,060	\$14,060
	- Housing & Community Services Department - ESG Administration	\$0	\$5,026	\$11,169	\$9,373	\$9,373
	- City Indirect Cost	\$0	\$3,515	\$5,585	\$4,687	\$4,687
	TOTAL EMERGENCY SOLUTIONS GRANT	\$0	\$70,331	\$223,388	\$187,471	\$187,471
	GRAND TOTAL	\$125,133	\$195,313	\$223,388	\$187,471	\$187,471

CONTRACT AGREEMENT

between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

and

CATHOLIC CHARITIES – HARBOR HOUSE

For

Homeless Assistance

Funded through the

**Emergency Solutions Grant (ESG) Program
2013-2014 Allocation**

Program Year: July 1, 2013 – June 30, 2014

Housing and Community Services Department
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3724
Fax (316) 337-9103

Date Contract Fully Executed: _____

**PART A
AGREEMENT**

THIS CONTRACT (hereinafter the “Agreement”) entered into this 1st day of July, 2013 by and between the City of Wichita, Kansas (hereinafter the “City”) and Catholic Charities, Inc. – Diocese of Wichita (hereinafter the “Subrecipient”), located at 437 N. Topeka Street, Wichita, Kansas.

WITNESSETH THAT:

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) under the Emergency Solutions Grant Program (ESG) hereinafter referred to as ESG; and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita pursuant to HUD for an ESG program; and

WHEREAS, the department of Housing and Community Services is authorized to act on behalf of the City in implementing this grant Agreement; and

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful implementation of a emergency shelter project under the ESG program; and

WHEREAS, on June 18, 2013 the Wichita City Council designated \$112,483 from 2013-2014 ESG funding for homeless assistance activities and authorized necessary signatures; and

WHEREAS, Catholic Charities, Inc. – Diocese of Wichita submitted a successful grant proposal to operate an emergency shelter for victims of domestic violence; and

WHEREAS, on August 20, 2013, the Wichita City Council allocated \$12,600 in ESG funds, 2013-2014 allocation, for the execution of the approved activity;

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

DEFINITION OF HOMELESS

For the purpose of this contract, persons eligible to receive homeless assistance must meet the following criteria for the category of fleeing/attempting to flee domestic violence: Individual or family who: (i) is fleeing, or is attempting to flee, domestic violence; (ii) has no other residence; and (iii) lacks the resources or support networks to obtain other permanent housing.

1. SCOPE OF SERVICES

1. Scope of Services: Catholic Charities, Inc. – Diocese of Wichita will meet the expectations of the funding source ESG to provide emergency shelter for homeless individuals or families. Funds may provide **essential services** such as case management, childcare, education service, employment assistance and job training, outpatient health services, legal services, life skills training mental health services, substance abuse treatment services, transportation and services for special populations; or **shelter operations**, including maintenance, rent, repair, security, fuel, equipment, insurance, utilities, relocation, and furnishings. Project effectiveness will be demonstrated by the number of individuals and families receiving shelter, length of stay in shelter, and housing status upon exit from shelter.

The Subrecipient, 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 PART B.

2. Revision of Scope: The performance criteria and objectives may be modified, revised or amended upon the joint written consent of the parties. The City may revise the approved objectives, accomplishments, and budget items in PART B when necessary. The Subrecipient may request a budget revision at any time throughout the duration of this Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after 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 through a period ending June 30, 2014.
2. Close-out Period: The Subrecipient has 30 days following the performance of this activity during which to conduct and complete close-out requirements associated with this Agreement. Final accomplishment and outcome reports are due to the City by July 31, 2013. All expenditures associated with close-out of this activity must be submitted for reimbursement by that date.
3. Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on September 30, 2014.

3. COMPENSATION AND USE OF FUNDS

Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR part 576 and 24 CFR part 85, as applicable, other regulations governing the use of

Contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement; and the McKinney Vento Homeless Assistance Act As Amended by S896 HEARTH Act of 2009. *It is the Subrecipient's responsibility to read, understand, and comply with these regulations.*

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Subrecipient shall comply with, and adhere to:
 - a. Office of Management and Budget (OMB) Circular No. A-87, Cost principles for State, Local and Indian Tribal Governments; and
 - b. OMB Circular No. A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
 - c. OMB Circular No. A-122, Cost Principles for Nonprofit Organizations; and
2. Total Payments: Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$12,600 and must be drawn on a regular basis. At the sole discretion of the City, any funds remaining unexpended as of the termination date of this Agreement may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City.
3. Required Matching Funds: This contract requires that the Subrecipient provide a cash or in-kind match in an equal amount of funds from cash or the following in-kind sources: new staff or volunteer time. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or sub-recipient's organization. If the recipient or sub-recipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers. The value of time and services contributed by volunteers to carry out the project of the Sub-recipient shall be calculated at a current rate of \$5 per hour. (Note: Volunteers providing professional services such as medical or legal services are valued at the reasonable and customary rate in the community. Proposers may use the Independent Sector's valuation of volunteer time of \$18.13/hour, or other documented valuation method.)
4. Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in PART B, and for which the Subrecipient has made payment during the period of performance set forth in Section 2.1 above. The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon receipt of a request for reimbursement form (PART C) accompanied by a monthly accomplishment report from the Subrecipient specifying the services performed or expenses incurred. All requests for reimbursement must be accompanied by two sets of documentation: 1) case file data which confirms eligibility of the clients on whose behalf payments have been made; and 2) documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.), documentation of matching funds (i.e., volunteer time logs, time sheets, mock invoices for donated items, copies of donation checks, copies of checks from other grants etc.) received and expended, 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 fifteenth day of the month following the month during which the expense was paid.
5. Double Reimbursement: The Subrecipient shall not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue.

6. Restriction on Disbursements: No entitlement funds shall be disbursed to a Subrecipient or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract. Disbursements may be suspended or terminated under this contract upon refusal to accept any additional conditions that 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.
7. Withholding Payments: All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
8. Closeout Reimbursement: Closeout billings are to be submitted by July 31, 2013, as set forth in Section 2.2, above. If not submitted, the unexpended funds shall revert to the City of Wichita.

4. USE AND DISPOSITION OF PROPERTY

1. Disposition of Expendable/Non-Expendable Personal Property: This contract does not provide for the purchase of property for the Subrecipient's use in administering the program.
2. Disposition of Real Property: See 4.1 above.

5. ASSIGNMENTS

1. Assignability: Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
2. Subcontracting/Third Party Contracts: The Subrecipient agrees to furnish the City with a copy of any and all third party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the CDBG program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third party contract that is not in accordance with the outlined budget in this Agreement shall be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

6. AUDITS AND INSPECTIONS

1. Audits and Inspections: The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all accounting records needed to conduct an evaluation of the accounting system and accounting records. If any portion of the funds approved by this contract is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and accomplishment records of the subcontractor will be available for inspection by Comptroller Office personnel or duly authorized auditors. In order to ensure this, the Subrecipient will include an appropriate clause in all of its subcontracts.

The Subrecipient shall comply as applicable with the provisions of OMB Circular No. A-133, Audits of Institutions of Higher Education and Other Nonprofit Organizations. A single or program-specific audit is required if \$500,000 or more in Federal awards are expended during the fiscal year.

Any Subrecipient receiving less than \$500,000 in Federal funding shall not be required by the City to undergo an annual independent audit of the ESG expenditures under this Agreement. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are due on or before one year after the close of the program year. Before the due date, the Subrecipient should submit to the City (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request.

7. SUBRECIPIENT RESPONSIBILITIES

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.
2. Non-Municipal Personnel and Services: All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services, which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in PART B.

8. DOCUMENTATION AND RECORD KEEPING

1. Establishment and Maintenance of Records: The Subrecipient shall establish and maintain records as prescribed by the U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, and/or the City, with respect to all matters covered by this contract. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records required to determine the eligibility of activities;
 - c. Records documenting that the Subrecipient has procedures in place to convey the availability of facilities and services to all on a nondiscriminatory basis.
 - d. Financial records that document all transactions and that can be properly documented and audited, as required by 24 CFR part 85 and OMB Circular A-110;
 - e. Other records necessary to document compliance with Subpart E of 24 CFR 576;
 - f. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents related to the services funded under this Agreement;
 - g. Copies of all third party or subcontracts related to services funded under this Agreement; and
 - h. Detailed records on Subrecipient's organization, financial and administrative systems, and the specific ESG-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult 24 CFR 576 for a detailed description of the required records.

2. Record Requirements: Section 4169f of the McKinney-Vento Homeless Assistance Act requires that recipients of funding under the Emergency Solutions Grant program maintain records in the Homeless Management Information System (HMIS).

(A) In accordance with 24 CFR Part 580.25(d) “Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.”

3. Retention: The Subrecipient shall retain all records of all project expenses, activities, correspondence, records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD for a period of five years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. The Subrecipient will ensure confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5). If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the five year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the five year period, whichever is later. All files and records will be made available during normal business hours and other reasonable times for review by the City or by HUD.

4. 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.

5. Inventory Management: The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with ESG funds by the contract termination date. The status report should inventory all equipment and non-real properties purchased with ESG funds and state the condition of the equipment and its location.

6. Access to Records: The Subrecipient agrees that the City, HUD, or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project. The City reserves the right, on demand and without notice, to review all of the Subrecipient’s files associated with this Agreement where payments are based on a record of time, salaries, materials, or actual expenses. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient’s responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all local, state, and Federal regulations.

9. PROJECT EVALUATION

1. Performance Measures: During the Grant Agreement Period, the Subrecipient agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating appropriate program benefit for the project activities implemented by Subrecipient. If it is determined that any of these objectives will not be completed within the identified timeframe, a request for an extension must be submitted to the City for consideration.

However in no instance may accomplishment data reflect activity occurring after June 30, 2014. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.

2. Reporting: The Subrecipient shall be required to submit monthly accomplishment reports (which may include HMIS reports with all required data elements for each client served during the month) as specified in PART B no later than the 15th day of each month following the month reported, unless otherwise specified, as well as other information and data required by the City to respond to current HUD regulations and for the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) and/or the Integrated Disbursement Information System (IDIS) project set-up and completion activities. Accomplishment and financial reports must be received before the City can honor requests for funds. As stated in Section 11.2, sanctions may be imposed upon the Subrecipient for failure to satisfy report due dates.
3. Accomplishment Reports must include:
 - a. Data for all clients served, fully entered into the HMIS (providers serving victims fleeing domestic violence excluded from HMIS requirements);
 - b. A description of all project activities that have taken place during the reporting period, including all outreach activities and public participation events;
 - c. A description of any anticipated problems or obstacles, and a plan for how those future obstacles will be addressed;
 - d. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
 - e. A description and dollar amount of funds spent to date, and how much of those funds have already been reimbursed;
 - f. A description and dollar amount equivalent of matching funds (including in-kind) expended to date;
 - g. A description of the number of eligible persons or households assisted to date;
 - h. Other supportive information or documentation, as applicable; and
 - i. Any other reports or documentation as requested by the City or HUD.
4. Client Data: The Subrecipient agrees to maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, each household member's name, address, ethnicity, race, gender, age, head of household, income level, disability, homeless status, or other basis for determining eligibility, and a description of the service provided. Documentation of homeless status must be documented by written observation of outreach worker; or written referral by another housing or service provider; or certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter. For victim service providers, an oral statement by the individual or head of household seeking assistance which states that they are fleeing; they have no subsequent residence; and they lack resources. This statement must be documented by self-certification or a certification by the intake worker. Confidentiality of records pertaining to the provision of family violence prevention or treatment services with

assistance under this program as set forth in 42 U.S.C. 11375 (c) (5), must be maintained. All data will be entered into HMIS.

5. Final Accomplishment Reports: Final accomplishment reports will also serve as the final project report, and will include, in addition to the requirements listed in item 9.3 above, a narrative summary of the project, including successes and weaknesses; a comparison of projected accomplishments and objectives to actual accomplishments and goals achieved, including reasons for any discrepancies between the two. This final report will be due July 31, 2014 or the date of final reimbursement, whichever is sooner.

10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project, the City's strategies, comprehensive and neighborhood plans, and if it has a positive impact on the City and its neighborhoods. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel. This includes, but is not limited to, accomplishment records and interviews with the Subrecipient staff and project participants, as required by the City. City personnel will also make field inspections at the office/job site(s) if:
 - a. The Subrecipient fails to take recommended corrective action on two consecutive desk audits;
 - b. Projects are at high risk of error for activities that serve large number of people;
 - c. Projects are at high risk based on the amount of funds involved.
2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents submitted to the City and on-site monitoring. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement.
3. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Subrecipient. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

The Subrecipient 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.

4. Monitoring Letters and Reports: Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.

5. Subrecipient Response: The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 24 CFR 576.67. The City may also terminate this Agreement for convenience in accordance with 24 CFR 85.44.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit Subrecipient to return funds already received, or barring the Non-profit Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Non-profit Subrecipient written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be affected which is not less than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Non-profit Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.
3. Closeout: The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final

payments, submitting final reimbursement request and final activity/accomplishment report to the City, disposing of project assets (including the return of all equipment, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.

4. Property of the City: Any data or material furnished by the City to the Subrecipient shall remain the property of the City, and when said data or material is no longer needed by the Subrecipient for the performance of this Agreement, it shall be returned to the City.

12. TAXES

1. Payment of Taxes: The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

13. LAWS, REGULATIONS AND SPECIAL CONDITIONS

The information in this Article is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes it subject. ***For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of 24 CFR 576, in accordance with the type of project assisted. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Subrecipient.

1. Environmental Review: In accordance with 24 CFR 576.57, the activities under this Agreement are subject to environmental review requirements. Such requirements may include, but are not necessarily limited to, activities related to historic districts and/or properties, floodplain management and wetland protection, noise, wild and scenic rivers, air quality, farmlands protection, environmental justice, airports, site contamination, and hazardous facilities. There shall not be any costs incurred or funds obligated until such time as an Environmental Review (ER) is completed for each project (generally one per project). The ER shall be completed by the City. The Subrecipient also agrees to comply with the following regulations insofar as they apply to the use of ESG funds:
 - a. Clean Air Act, 42 U.S.C., 1857, et seq.;
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended;
 - d. National Environmental Policy Act of 1969; and
 - e. HUD Environmental Review Procedures (24 CFR 58).

Subrecipient should note that completion of the ER is the City's responsibility. Nothing in this section or in any other part of this Agreement should be construed as relieving the City of this responsibility or placing this responsibility on the Subrecipient.

2. Property Standards and Lead-Based Paint: All housing assisted shall meet the Statewide Building Code, the International Building Code, and the lead-based paint requirements in 24 CFR 576.57 In

accordance with regulations, the Subrecipient shall adhere to lead-based paint notification and abatement practices, as applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.

3. Section 104 (d) - Relocation and Replacement Requirements: In accordance with 24 CFR 576.59, the Subrecipient shall take all reasonable steps to minimize displacement as a result of the activities funded under this Agreement. Any persons displaced as a result of the activities funded under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.

If the Subrecipient conducts any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property with Federal funds, it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by said regulations and documents. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by Federal statutes and regulations in connection with projects undertaken pursuant to this Agreement.

4. 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. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.

The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in Attachment A.

5. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section, "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the program.
6. Conflict of Interest: The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, In accordance with 24 CFR 576.57, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

7. 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. The Subrecipient shall assure compliance with the regulations at 24 CFR Part 87 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making 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;
8. Faith-Based Activities: Subrecipient agrees to follow the regulations of 24 CFR 576.23-Faith-Based activities.
 - a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Emergency Solutions Grants program. Neither the Federal government nor a State or local government receiving funds under Emergency Solutions Grants programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
 - b. Organizations that are directly funded under the Emergency Solutions Grants program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
 - c. A religious organization that participates in the Emergency Solutions Grants program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Emergency Solutions Grants funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Emergency Solutions Grants-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an Emergency Solutions Grants-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- d. An organization that participates in the Emergency Solutions Grants program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Emergency Solutions Grants may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Emergency Solutions grants may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, Emergency Solutions Grants may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Emergency Solutions Grants in this part. Sanctuaries, chapels, or other rooms that an Emergency Solutions Grants-funded religious congregation uses as its principal place of worship, however, are ineligible for Emergency Solutions Grants-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
- f. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

14. MISCELLANEOUS CLAUSES AND NOTICES

1. Findings Confidential: Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.
2. Dissemination of Information: The Subrecipient, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD 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 Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. seq.
3. Identification of Documents and Projects: All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: “City of Wichita”, then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: “The (preparation/funding) of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S. Department of Housing and Urban Development and the City of Wichita under the provision of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378).”

4. Training Required: It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.
5. 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 HUD regulations. HUD and the City 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.
6. 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 HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.
7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, 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 Subrecipient pursuant to this contract.

15. APPENDICES

All attachments referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

- Attachment A – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements
 - Part A – Agreement
 - Part B – Performance Criteria/Objectives
 - Part C – Budget Detail/Request for Reimbursement
 - Part D – Accomplishment Reports

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16. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT

Melissa Grelinger, Interim
Executive Director
Catholic Charities, Inc. – Diocese
of Wichita

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita

**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 Nondiscrimination – 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 Nondiscrimination -- 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, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier;
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.

PART B
PERFORMANCE CRITERIA AND OBJECTIVES

ACTIVITY NAME: CATHOLIC CHARITIES – HARBOR HOUSE

DUNS #:

SUBRECIPIENT INFORMATION

NAME: Catholic Charities, Inc. – Diocese of Wichita

EXECUTIVE DIRECTOR: Melissa Grelinger

CONTACT PERSON(S): Joyce Mahoney

PHONE: 316 264-8344 X 1270

EMAIL: jmahoney@catholiccharitieswichita.org

PERFORMANCE PERIOD: July 1, 2013 through June 30, 2014

CONTRACT PERIOD: July 1, 2013 through September 30, 2014

FUNDING SOURCE(S): ESG

PROJECT ELIGIBILITY: According to 24 CFR Part 576.103 this project qualifies for Emergency Solutions Grant funds to be used for:

Homeless Assistance

The Subrecipient agrees:

1. It is the principal administrative and coordinating agency for this project, contracting and/or subcontracting outside services, as may be necessary, subject to compliance with all applicable local, state and federal laws; and
2. It is the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of the contact entered into; and
3. It will maintain, during the term of this Agreement, a filing with the Secretary of the State of Kansas as a not for profit corporation, or shall be designated a 501 (c)(3) tax-exempt organization by the Internal Revenue Service. Evidence of such status will be provided to the City upon request.

Project Description: Catholic Charities, Inc. – Diocese of Wichita will assist homeless individuals and/or families by providing emergency shelter services to an anticipated 350 women and children fleeing domestic violence. Shelter services shall also include determination and documentation of eligibility, documentation of services provided, and documentation of exit, including housing status.

Project Content: The Subrecipient shall complete the following objective(s) in a manner acceptable to the City, in accordance with the schedule, budget and conditions detailed herein. The City reserves the right to revise or otherwise alter established objective(s) and criteria during the program year in an effort to

allow for meaningful project measurement and evaluation which will directly impact future funding recommendations.

Goal: The ESG program provides funding to help operate emergency shelters for homeless individuals and families and/or to provide essential services to shelter residents.

Objectives: Provide shelter services for an estimated 350 women and children fleeing domestic violence.

Annual Outcome Measurements:

- Total number of program participants
- Average length of stay for all program participants
- Number/percentage of participants who, upon exit, have obtained safe and stable housing.

Project Administration: The Subrecipient executive director will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Subrecipient shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in OMB Circular A-110, including:

1. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in OMB Circular A-110.
3. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. The Subrecipient agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".
6. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and the Subrecipient that for reimbursement of eligible and necessary expenses up to \$12,600, the Subrecipient will provide emergency shelter services for victims fleeing domestic violence. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any cost in excess of \$12,600 is the responsibility of the Subrecipient.

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

1. The City and the Subrecipient also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$25,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Subrecipient 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 Subrecipient's files for five (5) years after the final audit of expenditures made under this contract.

Accomplishment Reports, Financial and Client Files: The Subrecipient shall establish and maintain accounting and project records specifically for the use of ESG funds. Original documentation supporting all reimbursed expenditures and other project records will be retained by the Subrecipient for five (5) years after the final audit of expenditures made under this contract.

1. The Subrecipient shall maintain records of persons served by race, ethnicity, gender, marital status, age, subpopulation, residential and non-residential, and type of assistance provided. All required data elements shall be entered into the HMIS system. Such records are subject to review by the City to ensure the accuracy and validity of information reported in monthly accomplishment reports. In accordance with 24 CFR Part 580.25(d) "*Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.*"
2. On Part D, monthly accomplishment reports must be submitted by the 15th of the month. Narrative reports may also be provided noting services provided and progress toward meeting the performance standards contained herein.
3. Records shall be maintained documenting receipts and/or volunteer hours for and expenditure of matching funds. Regulations require that the Subrecipient provide a dollar for dollar match to the grant award under the ESG programs. Therefore a minimum match of \$12,600 must be documented.
4. Requests for reimbursement must be submitted by the 15th of the month following the month during which the expense was paid on Part C Request for Reimbursement.

Project Evaluation: The City shall evaluate this project based on the objective(s) stated in the Part B. Failure by the Subrecipient to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Subrecipient on a pro rata basis with level of service. Subrecipient records are subject to review by the City to ensure the accuracy and validity of information reported in quarterly accomplishment reports.

INSERT BUDGET DOCUMENT

Date Contract Fully Executed: _____

ACCOMPLISHMENT REPORT

AGENCY: _____

PROGRAM: _____

QUARTER REPORTED: _____

Race	NEW (This Period)				This Period TOTAL	UNDUPLICATED # SERVED				Cumulative TOTAL
	ADULT		CHILD			ADULT		CHILD		
	Non- Hispanic Origin	Hispanic Origin	Non- Hispanic Origin	Hispanic Origin		Non- Hispanic Origin	Hispanic Origin	Non- Hispanic Origin	Hispanic Origin	
White										
Black/African American										
Asian										
American Indian/Alaskan Native										
Native Hawaiian/Other Pacific Islander										
American Indian/Alaskan Native & White										
Asian & White										
Black/African American & White										
American Indian/Alaskan Native & Black African American										
Other Multi-Racial										
Number of Participants (Unduplicated)	0			0	0	0			0	0

OPERATIONS ONLY	NEW (This Period)			ESSENTIAL SERVICES ONLY	NEW (This Period)			TOTAL
Type of Shelter Provided	ADULT	CHILD	TOTAL	Type of Service Provided	ADULT	CHILD	TOTAL	
Barracks				Drop-In Center				
Group/Large House				Food Pantry				
Scattered Site Apartment				Mental Health				
Single Family Detached House				Alcohol/Drug Program				
Single Room Occupancy				Child Care				
Mobile Home/Trailer				Outreach				
Hotel/Motel				Soup Kitchen/Meal Distribution				
Other				Health Care				
Total:				HIV/AIDS Services				
				Employment				
				Other (Describe)				
Description of Beneficiaries				Narrative: Describe activities/accomplishments this period				
Chronically Homeless (Emergency Shelter only)								
Chronically Mentally Ill								
Chronic Substance Abuse								
Other Disability								
HIV/AIDS								
Victims of Domestic violence								
Elderly								
Other (Describe)								
Total:								

Outcome Measurements (Reported Quarterly)	Target	This Period	Cumulative
1. Specific outcome measure	%	(##) = %	(##) = %
2. Specific outcome measure			
3. Specific outcome measure			
3. Specific outcome measure			

CONTRACT AGREEMENT

between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

and

CATHOLIC CHARITIES – ST. ANTHONY FAMILY SHELTER

For

Homeless Assistance

Funded through the

Emergency Solutions Grant (ESG) Program

Program Year: July 1, 2013 – June 30, 2014

Housing and Community Services Department
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3724
Fax (316) 337-9103

Date Contract Fully Executed: _____

**PART A
AGREEMENT**

THIS CONTRACT (hereinafter the “Agreement”) entered into this 1st day of July, 2013 by and between the City of Wichita, Kansas (hereinafter the “City”) and Catholic Charities, Inc. – Diocese of Wichita, (hereinafter the “Subrecipient”), located at 437 N. Topeka, Wichita, Kansas.

WITNESSETH THAT:

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) under the Emergency Solutions Grant Program (ESG) hereinafter referred to as ESG; and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita pursuant to HUD for an ESG program; and

WHEREAS, the department of Housing and Community Services is authorized to act on behalf of the City in implementing this grant Agreement; and

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful implementation of a emergency shelter project under the ESG program; and

WHEREAS, on June 18, 2013 the Wichita City Council designated \$112,483 from 2013-2014 ESG funding for homeless assistance activities and authorized necessary signatures; and

WHEREAS, Catholic Charities, Inc. – Diocese of Wichita submitted a successful grant proposal to operate a homeless shelter; and

WHEREAS, on August 20, 2013, the Wichita City Council allocated \$21,000 in ESG funds for the execution of the approved activity;

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

DEFINITION OF HOMELESS

For the purpose of this contract, persons eligible to receive homeless assistance must meet the following criteria for the category of literally homeless: Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs; or (iii) is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1. SCOPE OF SERVICES

1. Scope of Services: Catholic Charities, Inc. – Diocese of Wichita will meet the expectations of the funding source ESG to provide emergency shelter for homeless individuals or families. Funds may provide **essential services** such as case management, childcare, education service, employment assistance and job training, outpatient health services, legal services, life skills training mental health services, substance abuse treatment services, transportation and services for special populations; or **shelter operations**, including maintenance, rent, repair, security, fuel, equipment, insurance, utilities, relocation, and furnishings. Project effectiveness will be demonstrated by the number of individuals and families receiving shelter, length of stay in shelter, and housing status upon exit from shelter.

The Subrecipient, 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 PART B.

2. Revision of Scope: The performance criteria and objectives may be modified, revised or amended upon the joint written consent of the parties. The City may revise the approved objectives, accomplishments, and budget items in PART B when necessary. The Subrecipient may request a budget revision at any time throughout the duration of this Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after 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 through a period ending June 30, 2014.
2. Close-out Period: The Subrecipient has 30 days following the performance of this activity during which to conduct and complete close-out requirements associated with this Agreement. Final accomplishment and outcome reports are due to the City by July 31, 2014. All expenditures associated with close-out of this activity must be submitted for reimbursement by that date.
3. Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on September 30, 2014.

3. COMPENSATION AND USE OF FUNDS

Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR part 576 and 24 CFR part 85, as applicable, other regulations governing the use of Contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement; and the McKinney Vento Homeless Assistance Act As Amended by S896 HEARTH Act of 2009. *It is the Subrecipient's responsibility to read, understand, and comply with these regulations.*

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Subrecipient shall comply with, and adhere to:
 - a. Office of Management and Budget (OMB) Circular No. A-87, Cost principles for State, Local and Indian Tribal Governments; and
 - b. OMB Circular No. A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
 - c. OMB Circular No. A-122, Cost Principles for Nonprofit Organizations; and
2. Total Payments: Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$21,000 and must be drawn on a regular basis. At the sole discretion of the City, any funds remaining unexpended as of the termination date of this Agreement may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City.
3. Required Matching Funds: This contract requires that the Subrecipient provide a cash or in-kind match in an equal amount of funds from cash or the following in-kind sources: new staff or volunteer time. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or sub-recipient's organization. If the recipient or sub-recipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers. The value of time and services contributed by volunteers to carry out the project of the Sub-recipient shall be calculated at a current rate of \$5 per hour. (Note: Volunteers providing professional services such as medical or legal services are valued at the reasonable and customary rate in the community. Proposers may use the Independent Sector's valuation of volunteer time of \$18.13/hour, or other documented valuation method.)
4. Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in PART B, and for which the Subrecipient has made payment during the period of performance set forth in Section 2.1 above. The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon receipt of a request for reimbursement form (PART C) accompanied by a monthly accomplishment report from the Subrecipient specifying the services performed or expenses incurred. All requests for reimbursement must be accompanied by two sets of documentation: 1) case file data which confirms eligibility of the clients on whose behalf payments have been made; and 2) documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.), documentation of matching funds (i.e., volunteer time logs, time sheets, mock invoices for donated items, copies of donation checks, copies of checks from other grants etc.) received and expended, 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 fifteenth day of the month following the month during which the expense was paid.

5. Double Reimbursement: The Subrecipient shall not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue.
6. Restriction on Disbursements: No entitlement funds shall be disbursed to a Subrecipient or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract. Disbursements may be suspended or terminated under this contract upon refusal to accept any additional conditions that 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.
7. Withholding Payments: All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
8. Closeout Reimbursement: Closeout billings are to be submitted by July 31, 2014, as set forth in Section 2.2, above. If not submitted, the unexpended funds shall revert to the City of Wichita.

4. USE AND DISPOSITION OF PROPERTY

1. Disposition of Expendable/Non-Expendable Personal Property: This contract does not provide for the purchase of property for the Subrecipient's use in administering the program.
2. Disposition of Real Property: See 4.1 above.

5. ASSIGNMENTS

1. Assignability: Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
2. Subcontracting/Third Party Contracts: The Subrecipient agrees to furnish the City with a copy of any and all third party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the CDBG program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third party contract that is not in accordance with the outlined budget in this Agreement shall be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

6. AUDITS AND INSPECTIONS

1. Audits and Inspections: The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all accounting records needed to conduct an evaluation of the accounting system and accounting records. If any portion of the funds approved by this contract is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and accomplishment records of the

subcontractor will be available for inspection by Comptroller Office personnel or duly authorized auditors. In order to ensure this, the Subrecipient will include an appropriate clause in all of its subcontracts.

The Subrecipient shall comply as applicable with the provisions of OMB Circular No. A-133, Audits of Institutions of Higher Education and Other Nonprofit Organizations. A single or program-specific audit is required if \$500,000 or more in Federal awards are expended during the fiscal year.

Any Subrecipient receiving less than \$500,000 in Federal funding shall not be required by the City to undergo an annual independent audit of the ESG expenditures under this Agreement. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are due on or before one year after the close of the program year. Before the due date, the Subrecipient should submit to the City (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request.

7. SUBRECIPIENT RESPONSIBILITIES

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.
2. Non-Municipal Personnel and Services: All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services, which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in PART B.

8. DOCUMENTATION AND RECORD KEEPING

1. Establishment and Maintenance of Records: The Subrecipient shall establish and maintain records as prescribed by the U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, and/or the City, with respect to all matters covered by this contract. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records required to determine the eligibility of activities;
 - c. Records documenting that the Subrecipient has procedures in place to convey the availability of facilities and services to all on a nondiscriminatory basis.
 - d. Financial records that document all transactions and that can be properly documented and audited, as required by 24 CFR part 85 and OMB Circular A-110;
 - e. Other records necessary to document compliance with Subpart E of 24 CFR 576;
 - f. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents related to the services funded under this Agreement;
 - g. Copies of all third party or subcontracts related to services funded under this Agreement; and
 - h. Detailed records on Subrecipient's organization, financial and administrative systems, and the specific ESG-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult 24 CFR 576 for a detailed description of the required records.

2. Record Requirements: Section 4169f of the McKinney-Vento Homeless Assistance Act requires that recipients of funding under the Emergency Solutions Grant program maintain records in the Homeless Management Information System (HMIS).
(A) In accordance with 24 CFR Part 580.25(d) *“Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.”*
3. Retention: The Subrecipient shall retain all records of all project expenses, activities, correspondence, records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD for a period of five years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. The Subrecipient will ensure confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5). If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the five year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the five year period, whichever is later. All files and records will be made available during normal business hours and other reasonable times for review by the City or by HUD.
4. 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.
5. Inventory Management: The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with ESG funds by the contract termination date. The status report should inventory all equipment and non-real properties purchased with ESG funds and state the condition of the equipment and its location.
6. Access to Records: The Subrecipient agrees that the City, HUD, or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project. The City reserves the right, on demand and without notice, to review all of the Subrecipient’s files associated with this Agreement where payments are based on a record of time, salaries, materials, or actual expenses. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient’s responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all local, state, and Federal regulations.

9. PROJECT EVALUATION

1. **Performance Measures:** During the Grant Agreement Period, the Subrecipient agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating appropriate program benefit for the project activities implemented by Subrecipient. If it is determined that any of these objectives will not be completed within the identified timeframe, a request for an extension must be submitted to the City for consideration. However in no instance may accomplishment data reflect activity occurring after June 30, 2014. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.
2. **Reporting:** The Subrecipient shall be required to submit monthly accomplishment reports (which may include HMIS reports with all required data elements for each client served during the month) as specified in PART B no later than the 15th day of each month following the month reported, unless otherwise specified, as well as other information and data required by the City to respond to current HUD regulations and for the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) and/or the Integrated Disbursement Information System (IDIS) project set-up and completion activities. Accomplishment and financial reports must be received before the City can honor requests for funds. As stated in Section 11.2, sanctions may be imposed upon the Subrecipient for failure to satisfy report due dates.
3. Accomplishment Reports must include:
 - a. Data for all clients served, fully entered into the HMIS;
 - b. A description of all project activities that have taken place during the reporting period, including all outreach activities and public participation events;
 - c. A description of any anticipated problems or obstacles, and a plan for how those future obstacles will be addressed;
 - d. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
 - e. A description and dollar amount of funds spent to date, and how much of those funds have already been reimbursed;
 - f. A description and dollar amount equivalent of matching funds (including in-kind) expended to date;
 - g. A description of the number of eligible persons or households assisted to date;
 - h. Other supportive information or documentation, as applicable; and
 - i. Any other reports or documentation as requested by the City or HUD.
4. **Client Data:** The Subrecipient agrees to maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, each household member's name, address, ethnicity, race, gender, age, head of household, income level, disability, homeless status, or other basis for determining eligibility, and a description of the service provided. Documentation of homeless status must be documented by written observation of outreach worker; or written referral by another housing or service provider; or certification by the individual or head of household

seeking assistance stating that (s)he was living on the streets or in shelter. For victim service providers, an oral statement by the individual or head of household seeking assistance which states that they are fleeing; they have no subsequent residence; and they lack resources. This statement must be documented by self-certification or a certification by the intake worker. Confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5), must be maintained. All data will be entered into HMIS.

5. Final Accomplishment Reports: Final accomplishment reports will also serve as the final project report, and will include, in addition to the requirements listed in item 9.3 above, a narrative summary of the project, including successes and weaknesses; a comparison of projected accomplishments and objectives to actual accomplishments and goals achieved, including reasons for any discrepancies between the two. This final report will be due July 31, 2014 or the date of final reimbursement, whichever is sooner.

10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project, the City's strategies, comprehensive and neighborhood plans, and if it has a positive impact on the City and its neighborhoods. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel. This includes, but is not limited to, accomplishment records and interviews with the Subrecipient staff and project participants, as required by the City. City personnel will also make field inspections at the office/job site(s) if:
 - a. The Subrecipient fails to take recommended corrective action on two consecutive desk audits;
 - b. Projects are at high risk of error for activities that serve large number of people;
 - c. Projects are at high risk based on the amount of funds involved.
2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents submitted to the City and on-site monitoring. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement.
3. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Subrecipient. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

The Subrecipient 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.

4. Monitoring Letters and Reports: Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
5. Subrecipient Response: The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 24 CFR 576.67. The City may also terminate this Agreement for convenience in accordance with 24 CFR 85.44.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit Subrecipient to return funds already received, or barring the Non-profit Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Non-profit Subrecipient written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be affected which is not less than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Non-profit

Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.

3. Closeout: The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the City, disposing of project assets (including the return of all equipment, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.
4. Property of the City: Any data or material furnished by the City to the Subrecipient shall remain the property of the City, and when said data or material is no longer needed by the Subrecipient for the performance of this Agreement, it shall be returned to the City.

12. TAXES

1. Payment of Taxes: The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

13. LAWS, REGULATIONS AND SPECIAL CONDITIONS

The information in this Article is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes it subject. ***For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of 24 CFR 576, in accordance with the type of project assisted. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Subrecipient.

1. Environmental Review: In accordance with 24 CFR 576.57, the activities under this Agreement are subject to environmental review requirements. Such requirements may include, but are not necessarily limited to, activities related to historic districts and/or properties, floodplain management and wetland protection, noise, wild and scenic rivers, air quality, farmlands protection, environmental justice, airports, site contamination, and hazardous facilities. There shall not be any costs incurred or funds obligated until such time as an Environmental Review (ER) is completed for each project (generally one per project). The ER shall be completed by the City. The Subrecipient also agrees to comply with the following regulations insofar as they apply to the use of ESG funds:
 - a. Clean Air Act, 42 U.S.C., 1857, et seq.;
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended;
 - d. National Environmental Policy Act of 1969; and
 - e. HUD Environmental Review Procedures (24 CFR 58).

Subrecipient should note that completion of the ER is the City's responsibility. Nothing in this section or in any other part of this Agreement should be construed as relieving the City of this responsibility or placing this responsibility on the Subrecipient.

2. Property Standards and Lead-Based Paint: All housing assisted shall meet the Statewide Building Code, the International Building Code, and the lead-based paint requirements in 24 CFR 576.57. In accordance with regulations, the Subrecipient shall adhere to lead-based paint notification and abatement practices, as applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.
3. Section 104 (d) - Relocation and Replacement Requirements: In accordance with 24 CFR 576.59, the Subrecipient shall take all reasonable steps to minimize displacement as a result of the activities funded under this Agreement. Any persons displaced as a result of the activities funded under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.

If the Subrecipient conducts any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property with Federal funds, it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by said regulations and documents. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by Federal statutes and regulations in connection with projects undertaken pursuant to this Agreement.

4. 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. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.

The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in Attachment A.

5. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section, "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the program.
6. Conflict of Interest: The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others,

particularly those with whom they have family, business, or other ties. Further, In accordance with 24 CFR 576.57, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

7. 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. The Subrecipient shall assure compliance with the regulations at 24 CFR Part 87 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making 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;
8. Faith-Based Activities: Subrecipient agrees to follow the regulations of 24 CFR 576.23-Faith-Based activities.
 - a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Emergency Solutions Grants program. Neither the Federal government nor a State or local government receiving funds under Emergency Solutions Grants programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
 - b. Organizations that are directly funded under the Emergency Solutions Grants program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
 - c. A religious organization that participates in the Emergency Solutions Grants program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Emergency Solutions Grants funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Emergency Solutions Grants-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an Emergency Solutions Grants-funded religious organization retains its authority over

its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- d. An organization that participates in the Emergency Solutions Grants program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Emergency Solutions Grants may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Emergency Solutions grants may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, Emergency Solutions Grants may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Emergency Solutions Grants in this part. Sanctuaries, chapels, or other rooms that an Emergency Solutions Grants-funded religious congregation uses as its principal place of worship, however, are ineligible for Emergency Solutions Grants-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
- f. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

14. MISCELLANEOUS CLAUSES AND NOTICES

1. **Findings Confidential:** Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.
2. **Dissemination of Information:** The Subrecipient, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD 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 Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. seq.
3. **Identification of Documents and Projects:** All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The (preparation/funding) of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S.

Department of Housing and Urban Development and the City of Wichita under the provision of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378).”

4. Training Required: It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.
5. 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 HUD regulations. HUD and the City 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.
6. 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 HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.
7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, 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 Subrecipient pursuant to this contract.

15. APPENDICES

All attachments referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

- Attachment A – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements
 - Part A – Agreement
 - Part B – Performance Criteria/Objectives
 - Part C – Budget Detail/Request for Reimbursement
 - Part D – Accomplishment Reports

16. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT

Melissa Grelinger, Interim
Executive Director
Catholic Charities, Inc. – Diocese
of Wichita

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita

**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 Nondiscrimination – 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 Nondiscrimination -- 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, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier;
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.

PART B
PERFORMANCE CRITERIA AND OBJECTIVES

ACTIVITY NAME: CATHOLIC CHARITIES – ST ANTHONY FAMILY SHELTER **DUNS #:**

SUBRECIPIENT INFORMATION

NAME: Catholic Charities, Inc. – Diocese of Wichita

EXECUTIVE DIRECTOR: Melissa Grelinger

CONTACT PERSON(S): Erica Davis, Shelter Director

PHONE: 316 264-8344 X 1270

EMAIL: edavis@catholiccharitieswichita.org

PERFORMANCE PERIOD: July 1, 2013 through June 30, 2014

CONTRACT PERIOD: July 1, 2013 through September 30, 2014

FUNDING SOURCE(S): ESG

PROJECT ELIGIBILITY: According to 24 CFR Part 576.103 this project qualifies for Emergency Solutions Grant funds to be used for:

Homeless Assistance

The Subrecipient agrees:

1. It is the principal administrative and coordinating agency for this project, contracting and/or subcontracting outside services, as may be necessary, subject to compliance with all applicable local, state and federal laws; and
2. It is the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of the contact entered into; and
3. It will maintain, during the term of this Agreement, a filing with the Secretary of the State of Kansas as a not for profit corporation, or shall be designated a 501 (c)(3) tax-exempt organization by the Internal Revenue Service. Evidence of such status will be provided to the City upon request.

Project Description: Catholic Charities, Inc. – Diocese of Wichita will assist homeless individuals and/or families by providing emergency shelter services to an anticipated 525 individuals. Shelter services shall also include determination and documentation of eligibility, documentation of services provided, and documentation of exit, including housing status.

Project Content: The Subrecipient shall complete the following objective(s) in a manner acceptable to the City, in accordance with the schedule, budget and conditions detailed herein. The City reserves the right to revise or otherwise alter established objective(s) and criteria during the program year in an effort to

allow for meaningful project measurement and evaluation which will directly impact future funding recommendations.

Goal: The ESG program provides funding to help operate emergency shelters for homeless individuals and families and/or to provide essential services to shelter residents.

Objectives: Provide shelter services for an estimated 525 individuals.

Annual Outcome Measurements:

- Total number of program participants
- Average length of stay for all program participants
- Number/percentage of participants who, upon exit, have obtained stable housing.

Project Administration: The Subrecipient executive director will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Subrecipient shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in OMB Circular A-110, including:

1. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in OMB Circular A-110.
3. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. The Subrecipient agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".
6. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and the Subrecipient that for reimbursement of eligible and necessary expenses up to \$21,000, the Subrecipient will provide emergency shelter services for eligible families. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any costs in excess of \$21,000 is the responsibility of the Subrecipient.

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

1. The City and the Subrecipient also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$21,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Subrecipient 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 Subrecipient's files for five (5) years after the final audit of expenditures made under this contract.

Accomplishment Reports, Financial and Client Files: The Subrecipient shall establish and maintain accounting and project records specifically for the use of ESG funds. Original documentation supporting all reimbursed expenditures and other project records will be retained by the Subrecipient for five (5) years after the final audit of expenditures made under this contract.

1. The Subrecipient shall maintain records of persons served by race, ethnicity, gender, marital status, age, subpopulation, residential and non-residential, and type of assistance provided. All required data elements shall be entered into the HMIS system. Such records are subject to review by the City to ensure the accuracy and validity of information reported in monthly accomplishment reports.
(A) In accordance with 24 CFR Part 580.25(d) "*Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.*"
2. On Part D, monthly accomplishment reports must be submitted by the 15th of the month. Narrative reports may also be provided noting services provided and progress toward meeting the performance standards contained herein.
3. Records shall be maintained documenting receipts and/or volunteer hours for and expenditure of matching funds. Regulations require that the Subrecipient provide a dollar for dollar match to the grant award under the ESG programs. Therefore a minimum match of \$21,000 must be documented.
4. Requests for reimbursement must be submitted by the 15th of the month following the month during which the expense was paid on Part C Request for Reimbursement.

Project Evaluation: The City shall evaluate this project based on the objective(s) stated in the Part B. Failure by the Subrecipient to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Subrecipient on a pro rata basis with level of service. Subrecipient records are subject to review by the City to ensure the accuracy and validity of information reported in quarterly accomplishment reports.

INSERT BUDGET DOCUMENT

Date Contract Fully Executed: _____

ACCOMPLISHMENT REPORT

AGENCY: _____

PROGRAM: _____

QUARTER REPORTED: _____

Race	NEW (This Period)					UNDUPLICATED # SERVED					Cumulative
	ADULT		CHILD		This Period	ADULT		CHILD		TOTAL	
	Non- Hispanic	Hispanic	Non- Hispanic	Hispanic		Non- Hispanic	Hispanic	Non- Hispanic	Hispanic		
	Origin	Origin	Origin	Origin	Origin	Origin	Origin	Origin	Origin		
White											
Black/African American											
Asian											
American Indian/Alaskan Native											
Native Hawaiian/Other Pacific Islander											
American Indian/Alaskan Native & White											
Asian & White											
Black/African American & White											
American Indian/Alaskan Native & Black African American											
Other Multi-Racial											
Number of Participants (Unduplicated)	0			0	0	0			0	0	0

OPERATIONS ONLY		NEW (This Period)			ESSENTIAL SERVICES ONLY		NEW (This Period)		
Type of Shelter Provided	ADULT	CHILD	TOTAL	Type of Service Provided	ADULT	CHILD	TOTAL		
Barracks:				Drop-In Center					
Group/Large House:				Food Pantry					
Scattered Site Apartment:				Mental Health					
Single Family Detached House:				Alcohol/Drug Program					
Single Room Occupancy:				Child Care					
Mobile Home/Trailer:				Outreach					
Hotel/Motel:				Soup Kitchen/Meal Distribution					
Other:				Health Care					
Total:				HIV/AIDS Services					
				Employment					
				Other (Describe)					
Description of Beneficiaries				Narrative: Describe activities/accomplishments this period					
Chronically Homeless (Emergency Shelter only)									
Chronically Mentally Ill									
Chronic Substance Abuse									
Other Disability									
HIV/AIDS									
Victims of Domestic violence									
Elderly									
Other (Describe)									
Total:									

Outcome Measurements (Reported Quarterly)	Target	This Period	Cumulative
1. Specific outcome measure	%	(##) = %	(##) = %
2. Specific outcome measure			
3. Specific outcome measure			
3. Specific outcome measure			

CONTRACT AGREEMENT

between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

and

INTER-FAITH MINISTRIES – INTER-FAITH INN

For

Homeless Assistance

Funded through the

Emergency Solutions Grant (ESG) Program

Program Year: July 1, 2013 – June 30, 2014

Housing and Community Services Department
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3724
Fax (316) 337-9103

Date Contract Fully Executed: _____

**PART A
AGREEMENT**

THIS CONTRACT (hereinafter the “Agreement”) entered into this 1st day of July, 2013 by and between the City of Wichita, Kansas (hereinafter the “City”) and Inter-Faith Ministries Wichita, Inc.(hereinafter the “Subrecipient”), located at 829 N. Market, Wichita, Kansas.

WITNESSETH THAT:

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) under the Emergency Solutions Grant Program (ESG) hereinafter referred to as ESG; and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita pursuant to HUD for an ESG program; and

WHEREAS, the department of Housing and Community Services is authorized to act on behalf of the City in implementing this grant Agreement; and

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful implementation of a emergency shelter project under the ESG program; and

WHEREAS, on June 18, 2013 the Wichita City Council designated \$112,483 from 2013-2014 ESG funding for homeless assistance activities and authorized necessary signatures; and

WHEREAS, Inter-Faith Ministries Wichita, Inc. submitted a successful grant proposal to operate a homeless shelter; and

WHEREAS, on August 20, 2013, the Wichita City Council allocated \$18,100 in ESG funds for the execution of the approved activity;

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

DEFINITION OF HOMELESS

For the purpose of this contract, persons eligible to receive homeless assistance must meet the following criteria for the category of literally homeless: Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs; or (iii) is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1. SCOPE OF SERVICES

1. Scope of Services: Inter-Faith Ministries Wichita, Inc. will meet the expectations of the funding source ESG to provide emergency shelter for homeless individuals or families. Funds may provide **essential services** such as case management, childcare, education service, employment assistance and job training, outpatient health services, legal services, life skills training mental health services, substance abuse treatment services, transportation and services for special populations; or **shelter operations**, including maintenance, rent, repair, security, fuel, equipment, insurance, utilities, relocation, and furnishings. Project effectiveness will be demonstrated by the number of individuals and families receiving shelter, length of stay in shelter, and housing status upon exit from shelter.

The Subrecipient, 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 PART B.

2. Revision of Scope: The performance criteria and objectives may be modified, revised or amended upon the joint written consent of the parties. The City may revise the approved objectives, accomplishments, and budget items in PART B when necessary. The Subrecipient may request a budget revision at any time throughout the duration of this Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after 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 through a period ending June 30, 2014.
2. Close-out Period: The Subrecipient has 30 days following the performance of this activity during which to conduct and complete close-out requirements associated with this Agreement. Final accomplishment and outcome reports are due to the City by July 31, 2014. All expenditures associated with close-out of this activity must be submitted for reimbursement by that date.
3. Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on September 30, 2014.

3. COMPENSATION AND USE OF FUNDS

Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR part 576 and 24 CFR part 85, as applicable, other regulations governing the use of Contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement; and the McKinney Vento Homeless Assistance Act As Amended by S896 HEARTH Act of 2009. *It is the Subrecipient's responsibility to read, understand, and comply with these regulations.*

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Subrecipient shall comply with, and adhere to:
 - a. Office of Management and Budget (OMB) Circular No. A-87, Cost principles for State, Local and Indian Tribal Governments; and
 - b. OMB Circular No. A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
 - c. OMB Circular No. A-122, Cost Principles for Nonprofit Organizations; and
2. Total Payments: Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$18,100 and must be drawn on a regular basis. At the sole discretion of the City, any funds remaining unexpended as of the termination date of this Agreement may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City.
3. Required Matching Funds: This contract requires that the Subrecipient provide a cash or in-kind match in an equal amount of funds from cash or the following in-kind sources: new staff or volunteer time. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or sub-recipient's organization. If the recipient or sub-recipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers. The value of time and services contributed by volunteers to carry out the project of the Sub-recipient shall be calculated at a current rate of \$5 per hour. (Note: Volunteers providing professional services such as medical or legal services are valued at the reasonable and customary rate in the community. Proposers may use the Independent Sector's valuation of volunteer time of \$18.13/hour, or other documented valuation method).
4. Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in PART B, and for which the Subrecipient has made payment during the period of performance set forth in Section 2.1 above. The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon receipt of a request for reimbursement form (PART C) accompanied by a monthly accomplishment report from the Subrecipient specifying the services performed or expenses incurred. All requests for reimbursement must be accompanied by two sets of documentation: 1) case file data which confirms eligibility of the clients on whose behalf payments have been made; and 2) documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.), documentation of matching funds (i.e., volunteer time logs, time sheets, mock invoices for donated items, copies of donation checks, copies of checks from other grants etc.) received and expended, 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 fifteenth day of the month following the month during which the expense was paid.

5. Double Reimbursement: The Subrecipient shall not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue.
6. Restriction on Disbursements: No entitlement funds shall be disbursed to a Subrecipient or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract. Disbursements may be suspended or terminated under this contract upon refusal to accept any additional conditions that 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.
7. Withholding Payments: All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
8. Closeout Reimbursement: Closeout billings are to be submitted by July 31, 2014, as set forth in Section 2.2, above. If not submitted, the unexpended funds shall revert to the City of Wichita.

4. USE AND DISPOSITION OF PROPERTY

1. Disposition of Expendable/Non-Expendable Personal Property: This contract does not provide for the purchase of property for the Subrecipient's use in administering the program.
2. Disposition of Real Property: See 4.1 above.

5. ASSIGNMENTS

1. Assignability: Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
2. Subcontracting/Third Party Contracts: The Subrecipient agrees to furnish the City with a copy of any and all third party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the CDBG program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third party contract that is not in accordance with the outlined budget in this Agreement shall be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

6. AUDITS AND INSPECTIONS

1. Audits and Inspections: The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all accounting records needed to conduct an evaluation of the accounting system and accounting records. If any portion of the funds approved by this contract is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and accomplishment records of the

subcontractor will be available for inspection by Comptroller Office personnel or duly authorized auditors. In order to ensure this, the Subrecipient will include an appropriate clause in all of its subcontracts.

The Subrecipient shall comply as applicable with the provisions of OMB Circular No. A-133, Audits of Institutions of Higher Education and Other Nonprofit Organizations. A single or program-specific audit is required if \$500,000 or more in Federal awards are expended during the fiscal year.

Any Subrecipient receiving less than \$500,000 in Federal funding shall not be required by the City to undergo an annual independent audit of the ESG expenditures under this Agreement. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are due on or before one year after the close of the program year. Before the due date, the Subrecipient should submit to the City (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request.

7. SUBRECIPIENT RESPONSIBILITIES

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.
2. Non-Municipal Personnel and Services: All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services, which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in PART B.

8. DOCUMENTATION AND RECORD KEEPING

1. Establishment and Maintenance of Records: The Subrecipient shall establish and maintain records as prescribed by the U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, and/or the City, with respect to all matters covered by this contract. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records required to determine the eligibility of activities;
 - c. Records documenting that the Subrecipient has procedures in place to convey the availability of facilities and services to all on a nondiscriminatory basis.
 - d. Financial records that document all transactions and that can be properly documented and audited, as required by 24 CFR part 85 and OMB Circular A-110;
 - e. Other records necessary to document compliance with Subpart E of 24 CFR 576;
 - f. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents related to the services funded under this Agreement;
 - g. Copies of all third party or subcontracts related to services funded under this Agreement; and
 - h. Detailed records on Subrecipient's organization, financial and administrative systems, and the specific ESG-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult 24 CFR 576 for a detailed description of the required records.

2. Record Requirements: Section 4169f of the McKinney-Vento Homeless Assistance Act requires that recipients of funding under the Emergency Solutions Grant program maintain records in the Homeless Management Information System (HMIS).
 - (A) In accordance with 24 CFR Part 580.25(d) *“Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.”*
3. Retention: The Subrecipient shall retain all records of all project expenses, activities, correspondence, records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD for a period of five years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. The Subrecipient will ensure confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5). If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the five year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the five year period, whichever is later. All files and records will be made available during normal business hours and other reasonable times for review by the City or by HUD.
4. 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.
5. Inventory Management: The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with ESG funds by the contract termination date. The status report should inventory all equipment and non-real properties purchased with ESG funds and state the condition of the equipment and its location.
6. Access to Records: The Subrecipient agrees that the City, HUD, or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project. The City reserves the right, on demand and without notice, to review all of the Subrecipient’s files associated with this Agreement where payments are based on a record of time, salaries, materials, or actual expenses. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient’s responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all local, state, and Federal regulations.

9. PROJECT EVALUATION

1. Performance Measures: During the Grant Agreement Period, the Subrecipient agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating appropriate program benefit for the project activities implemented by Subrecipient. If it is determined that any of these objectives will not be completed within the identified timeframe, a request for an extension must be submitted to the City for consideration. However in no instance may accomplishment data reflect activity occurring after June 30, 2014. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.
2. Reporting: The Subrecipient shall be required to submit monthly accomplishment reports (which may include HMIS reports with all required data elements for each client served during the month) as specified in PART B no later than the 15th day of each month following the month reported, unless otherwise specified, as well as other information and data required by the City to respond to current HUD regulations and for the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) and/or the Integrated Disbursement Information System (IDIS) project set-up and completion activities. Accomplishment and financial reports must be received before the City can honor requests for funds. As stated in Section 11.2, sanctions may be imposed upon the Subrecipient for failure to satisfy report due dates.
3. Accomplishment Reports must include:
 - a. Data for all clients served, fully entered into the HMIS;
 - b. A description of all project activities that have taken place during the reporting period, including all outreach activities and public participation events;
 - c. A description of any anticipated problems or obstacles, and a plan for how those future obstacles will be addressed;
 - d. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
 - e. A description and dollar amount of funds spent to date, and how much of those funds have already been reimbursed;
 - f. A description and dollar amount equivalent of matching funds (including in-kind) expended to date;
 - g. A description of the number of eligible persons or households assisted to date;
 - h. Other supportive information or documentation, as applicable; and
 - i. Any other reports or documentation as requested by the City or HUD.
4. Client Data: The Subrecipient agrees to maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, each household member's name, address, ethnicity, race, gender, age, head of household, income level, disability, homeless status, or other basis for determining eligibility, and a description of the service provided. Documentation of homeless status must be documented by written observation of outreach worker; or written referral by another housing or service provider; or certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter. For victim service

providers, an oral statement by the individual or head of household seeking assistance which states that they are fleeing; they have no subsequent residence; and they lack resources. This statement must be documented by self-certification or a certification by the intake worker. Confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5), must be maintained. All data will be entered into HMIS.

5. Final Accomplishment Reports: Final accomplishment reports will also serve as the final project report, and will include, in addition to the requirements listed in item 9.3 above, a narrative summary of the project, including successes and weaknesses; a comparison of projected accomplishments and objectives to actual accomplishments and goals achieved, including reasons for any discrepancies between the two. This final report will be due July 31, 2014 or the date of final reimbursement, whichever is sooner.

10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project, the City's strategies, comprehensive and neighborhood plans, and if it has a positive impact on the City and its neighborhoods. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel. This includes, but is not limited to, accomplishment records and interviews with the Subrecipient staff and project participants, as required by the City. City personnel will also make field inspections at the office/job site(s) if:
 - a. The Subrecipient fails to take recommended corrective action on two consecutive desk audits;
 - b. Projects are at high risk of error for activities that serve large number of people;
 - c. Projects are at high risk based on the amount of funds involved.
2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents submitted to the City and on-site monitoring. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement.
3. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Subrecipient. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

The Subrecipient 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.

4. Monitoring Letters and Reports: Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
5. Subrecipient Response: The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 24 CFR 576.67. The City may also terminate this Agreement for convenience in accordance with 24 CFR 85.44.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit Subrecipient to return funds already received, or barring the Non-profit Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Non-profit Subrecipient written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be affected which is not less than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Non-profit

Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.

3. Closeout: The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the City, disposing of project assets (including the return of all equipment, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.
4. Property of the City: Any data or material furnished by the City to the Subrecipient shall remain the property of the City, and when said data or material is no longer needed by the Subrecipient for the performance of this Agreement, it shall be returned to the City.

12. TAXES

1. Payment of Taxes: The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

13. LAWS, REGULATIONS AND SPECIAL CONDITIONS

The information in this Article is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes it subject. ***For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of 24 CFR 576, in accordance with the type of project assisted. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Subrecipient.

1. Environmental Review: In accordance with 24 CFR 576.57, the activities under this Agreement are subject to environmental review requirements. Such requirements may include, but are not necessarily limited to, activities related to historic districts and/or properties, floodplain management and wetland protection, noise, wild and scenic rivers, air quality, farmlands protection, environmental justice, airports, site contamination, and hazardous facilities. There shall not be any costs incurred or funds obligated until such time as an Environmental Review (ER) is completed for each project (generally one per project). The ER shall be completed by the City. The Subrecipient also agrees to comply with the following regulations insofar as they apply to the use of ESG funds:
 - a. Clean Air Act, 42 U.S.C., 1857, et seq.;
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended;
 - d. National Environmental Policy Act of 1969; and
 - e. HUD Environmental Review Procedures (24 CFR 58).

Subrecipient should note that completion of the ER is the City's responsibility. Nothing in this section or in any other part of this Agreement should be construed as relieving the City of this responsibility or placing this responsibility on the Subrecipient.

2. Property Standards and Lead-Based Paint: All housing assisted shall meet the Statewide Building Code, the International Building Code, and the lead-based paint requirements in 24 CFR 576.57. In accordance with regulations, the Subrecipient shall adhere to lead-based paint notification and abatement practices, as applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.
3. Section 104 (d) - Relocation and Replacement Requirements: In accordance with 24 CFR 576.59, the Subrecipient shall take all reasonable steps to minimize displacement as a result of the activities funded under this Agreement. Any persons displaced as a result of the activities funded under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.

If the Subrecipient conducts any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property with Federal funds, it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by said regulations and documents. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by Federal statutes and regulations in connection with projects undertaken pursuant to this Agreement.

4. 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. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.

The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in Attachment A.

5. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section, "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the program.
6. Conflict of Interest: The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others,

particularly those with whom they have family, business, or other ties. Further, In accordance with 24 CFR 576.57, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

7. 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. The Subrecipient shall assure compliance with the regulations at 24 CFR Part 87 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making 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;
8. Faith-Based Activities: Subrecipient agrees to follow the regulations of 24 CFR 576.23-Faith-Based activities.
 - a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Emergency Solutions Grants program. Neither the Federal government nor a State or local government receiving funds under Emergency Solutions Grants programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
 - b. Organizations that are directly funded under the Emergency Solutions Grants program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
 - c. A religious organization that participates in the Emergency Solutions Grants program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Emergency Solutions Grants funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Emergency Solutions Grants-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an Emergency Solutions Grants-funded religious organization retains its authority over

its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- d. An organization that participates in the Emergency Solutions Grants program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Emergency Solutions Grants may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Emergency Solutions grants may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, Emergency Solutions Grants may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Emergency Solutions Grants in this part. Sanctuaries, chapels, or other rooms that an Emergency Solutions Grants-funded religious congregation uses as its principal place of worship, however, are ineligible for Emergency Solutions Grants-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
- f. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

14. MISCELLANEOUS CLAUSES AND NOTICES

- 1. **Findings Confidential:** Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.
- 2. **Dissemination of Information:** The Subrecipient, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD 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 Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. seq.
- 3. **Identification of Documents and Projects:** All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The (preparation/funding) of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S.

Department of Housing and Urban Development and the City of Wichita under the provision of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378).”

4. Training Required: It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.
5. 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 HUD regulations. HUD and the City 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.
6. 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 HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.
7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, 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 Subrecipient pursuant to this contract.

15. APPENDICES

All attachments referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

- Attachment A – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements
 - Part A – Agreement
 - Part B – Performance Criteria/Objectives
 - Part C – Budget Detail/Request for Reimbursement
 - Part D – Accomplishment Reports

16. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT

Anne Corrison, Executive Director
Inter-Faith Ministries Wichita, Inc.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita

**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 Nondiscrimination – 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 Nondiscrimination -- 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, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier;
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.

PART B
PERFORMANCE CRITERIA AND OBJECTIVES

ACTIVITY NAME: INTER-FAITH INNDUNS #: DUNS #

SUBRECIPIENT INFORMATION

NAME: Inter-Faith Ministries Wichita, Inc.

EXECUTIVE DIRECTOR: Anne Corrison

CONTACT PERSON(S): Anne Corrison

PHONE: 316 264-9303

EMAIL: acorrison@interfaithwichita.org

PERFORMANCE PERIOD: July 1, 2013 through June 30, 2014

CONTRACT PERIOD: July 1, 2013 through September 30, 2014

FUNDING SOURCE(S): ESG

PROJECT ELIGIBILITY: According to 24 CFR Part 576.103 this project qualifies for Emergency Solutions Grant funds to be used for:

Homeless Assistance

The Subrecipient agrees:

1. It is the principal administrative and coordinating agency for this project, contracting and/or subcontracting outside services, as may be necessary, subject to compliance with all applicable local, state and federal laws; and
2. It is the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of the contact entered into; and
3. It will maintain, during the term of this Agreement, a filing with the Secretary of the State of Kansas as a not for profit corporation, or shall be designated a 501 (c)(3) tax-exempt organization by the Internal Revenue Service. Evidence of such status will be provided to the City upon request.

Project Description: Inter-Faith Ministries Wichita, Inc. will assist homelessness individuals and/or families by providing emergency shelter services to an anticipated 445 individuals. Shelter services shall also include determination and documentation of eligibility, documentation of services provided, and documentation of exit, including housing status.

Project Content: The Subrecipient shall complete the following objective(s) in a manner acceptable to the City, in accordance with the schedule, budget and conditions detailed herein. The City reserves the right to revise or otherwise alter established objective(s) and criteria during the program year in an effort to

allow for meaningful project measurement and evaluation which will directly impact future funding recommendations.

Goal: The ESG program provides funding to help operate emergency shelters for homeless individuals and families and/or to provide essential services to shelter residents.

Objectives: Provide shelter services for an estimated 445 individuals.

Annual Outcome Measurements:

- Total number of program participants
- Average length of stay for all program participants
- Number/percentage of participants who, upon exit, have obtained stablehousing.

Project Administration: The Subrecipient executive director will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Subrecipient shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in OMB Circular A-110, including:

1. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in OMB Circular A-110.
3. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. The Subrecipient agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".
6. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and the Subrecipient that for reimbursement of eligible and necessary expenses up to \$18,100, the Subrecipient will provide emergency shelter services for eligible participants. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any cost in excess of \$18,100 is the responsibility of the Subrecipient.

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

1. The City and the Subrecipient also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$25,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Subrecipient 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 Subrecipient's files for five (5) years after the final audit of expenditures made under this contract.

AccomplishmentReports, Financial and Client Files: TheSubrecipient shall establish and maintain accounting and project records specifically for the use of ESG funds. Original documentation supporting all reimbursed expenditures and other project records will be retained by the Subrecipient for five (5) years after the final audit of expenditures made under this contract.

1. The Subrecipient shall maintain records of persons served by race, ethnicity, gender, marital status, age, subpopulation, residential and non-residential, and type of assistance provided. All required data elements shall be entered into the HMIS system. Such records are subject to review by the City to ensure the accuracy and validity of information reported in monthly accomplishment reports. In accordance with 24 CFR Part 580.25(d) "*Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.*"
2. On Part D, monthly accomplishment reports must be submitted by the 15th of the month. Narrative reports may also be provided noting services provided and progress toward meeting the performance standards contained herein.
3. Records shall be maintained documenting receipts and/or volunteer hours for and expenditure of matching funds. Regulations require that the Subrecipient provide a dollar for dollar match to the grant award under the ESG programs. Therefore a minimum match of \$18,100 must be documented.
4. Requests for reimbursement must be submitted by the 15th of the month following the month during which the expense was paid on Part C Request for Reimbursement.

Project Evaluation: The City shall evaluate this project based on the objective(s) stated in the Part B. Failure by the Subrecipient to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Subrecipient on a pro rata basis with level of service. Subrecipient records are subject to review by the City to ensure the accuracy and validity of information reported in quarterly accomplishment reports.

INSERT BUDGET DOCUMENT

Date Contract Fully Executed: _____

ACCOMPLISHMENT REPORT

AGENCY: _____

PROGRAM: _____

QUARTER REPORTED: _____

Race	NEW (This Period)				This Period TOTAL	UNDUPLICATED # SERVED				Cumulative TOTAL
	ADULT		CHILD			ADULT		CHILD		
	Non- Hispanic Origin	Hispanic Origin	Non- Hispanic Origin	Hispanic Origin		Non- Hispanic Origin	Hispanic Origin	Non- Hispanic Origin	Hispanic Origin	
White										
Black/African American										
Asian										
American Indian/Alaskan Native										
Native Hawaiian/Other Pacific Islander										
American Indian/Alaskan Native & White										
Asian & White										
Black/African American & White										
American Indian/Alaskan Native & Black African American										
Other Multi-Racial										
Number of Participants (Unduplicated)	0			0	0	0			0	0

OPERATIONS ONLY	NEW (This Period)			ESSENTIAL SERVICES ONLY	NEW (This Period)			TOTAL
Type of Shelter Provided	ADULT	CHILD	TOTAL	Type of Service Provided	ADULT	CHILD	TOTAL	
Barracks				Drop-In Center				
Group/Large House				Food Pantry				
Scattered Site Apartment				Mental Health				
Single Family Detached House				Alcohol/Drug Program				
Single Room Occupancy				Child Care				
Mobile Home/Trailer				Outreach				
Hotel/Motel				Soup Kitchen/Meal Distribution				
Other				Health Care				
Total:				HIV/AIDS Services				
				Employment				
				Other (Describe)				
Description of Beneficiaries				Narrative: Describe activities/accomplishments this period				
Chronically Homeless (Emergency Shelter only)								
Chronically Mentally Ill								
Chronic Substance Abuse								
Other Disability								
HIV/AIDS								
Victims of Domestic violence								
Elderly								
Other (Describe)								
Total:								

Outcome Measurements (Reported Quarterly)	Target	This Period	Cumulative
1. Specific outcome measure	%	(##) = %	(##) = %
2. Specific outcome measure			
3. Specific outcome measure			
3. Specific outcome measure			

CONTRACT AGREEMENT

between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

and

THE SALVATION ARMY

For

Homeless Assistance

Funded through the

Emergency Solutions Grant (ESG) Program

Program Year: July 1, 2013 – June 30, 2014

Housing and Community Services Department
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3724
Fax (316) 337-9103

Date Contract Fully Executed: _____

**PART A
AGREEMENT**

THIS CONTRACT (hereinafter the “Agreement”) entered into this 1st day of July, 2013 by and between the City of Wichita, Kansas (hereinafter the “City”) and The Salvation Army, (hereinafter the “Subrecipient”), located at 350 N. Market, Wichita, Kansas.

WITNESSETH THAT:

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) under the Emergency Solutions Grant Program (ESG) hereinafter referred to as ESG; and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita pursuant to HUD for an ESG program; and

WHEREAS, the department of Housing and Community Services is authorized to act on behalf of the City in implementing this grant Agreement; and

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful implementation of a emergency shelter project under the ESG program; and

WHEREAS, on June 18, 2013 the Wichita City Council designated \$112,483 from 2013-2014 ESG funding for homeless assistance activities and authorized necessary signatures; and

WHEREAS, The Salvation Army submitted a successful grant proposal to operate a homeless shelter; and

WHEREAS, on August 20, 2013, the Wichita City Council allocated \$25,000in ESG funds for the execution of the approved activity;

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

DEFINITION OF HOMELESS

For the purpose of this contract, persons eligible to receive homeless assistance must meet the following criteria for the category of literally homeless: Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs; or (iii) is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1. SCOPE OF SERVICES

1. Scope of Services: The Salvation Army will meet the expectations of the funding source ESG to provide emergency shelter for homeless individuals or families. Funds may provide **essential services** such as case management, childcare, education service, employment assistance and job training, outpatient health services, legal services, life skills training mental health services, substance abuse treatment services, transportation and services for special populations; or **shelter operations**, including maintenance, rent, repair, security, fuel, equipment, insurance, utilities, relocation, and furnishings. Project effectiveness will be demonstrated by the number of individuals and families receiving shelter, length of stay in shelter, and housing status upon exit from shelter.

The Subrecipient, 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 PART B.

2. Revision of Scope: The performance criteria and objectives may be modified, revised or amended upon the joint written consent of the parties. The City may revise the approved objectives, accomplishments, and budget items in PART B when necessary. The Subrecipient may request a budget revision at any time throughout the duration of this Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after 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 through a period ending June 30, 2014.
2. Close-out Period: The Subrecipient has 30 days following the performance of this activity during which to conduct and complete close-out requirements associated with this Agreement. Final accomplishment and outcome reports are due to the City by July 31, 2014. All expenditures associated with close-out of this activity must be submitted for reimbursement by that date.
3. Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on September 30, 2014.

3. COMPENSATION AND USE OF FUNDS

Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR part 576 and 24 CFR part 85, as applicable, other regulations governing the use of Contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement; and the McKinney Vento Homeless Assistance Act As Amended by S896 HEARTH Act of 2009. *It is the Subrecipient's responsibility to read, understand, and comply with these regulations.*

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Subrecipient shall comply with, and adhere to:
 - a. Office of Management and Budget (OMB) Circular No. A-87, Cost principles for State, Local and Indian Tribal Governments; and
 - b. OMB Circular No. A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
 - c. OMB Circular No. A-122, Cost Principles for Nonprofit Organizations; and
2. Total Payments: Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$21,000 and must be drawn on a regular basis. At the sole discretion of the City, any funds remaining unexpended as of the termination date of this Agreement may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City.
3. Required Matching Funds: This contract requires that the Subrecipient provide a cash or in-kind match in an equal amount of funds from cash or the following in-kind sources: new staff or volunteer time. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or sub-recipient's organization. If the recipient or sub-recipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers. The value of time and services contributed by volunteers to carry out the project of the Sub-recipient shall be calculated at a current rate of \$5 per hour. (Note: Proposers may use the Independent Sector's valuation of volunteer time of \$18.13/hour, or other documented valuation method. Volunteers providing professional services such as medical or legal services are valued at the reasonable and customary rate in the community).
4. Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in PART B, and for which the Subrecipient has made payment during the period of performance set forth in Section 2.1 above. The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon receipt of a request for reimbursement form (PART C) accompanied by a monthly accomplishment report from the Subrecipient specifying the services performed or expenses incurred. All requests for reimbursement must be accompanied by two sets of documentation: 1) case file data which confirms eligibility of the clients on whose behalf payments have been made; and 2) documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.), documentation of matching funds (i.e., volunteer time logs, time sheets, mock invoices for donated items, copies of donation checks, copies of checks from other grants etc.) received and expended, 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 fifteenth day of the month following the month during which the expense was paid.

5. Double Reimbursement: The Subrecipient shall not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue.
6. Restriction on Disbursements: No entitlement funds shall be disbursed to a Subrecipient or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract. Disbursements may be suspended or terminated under this contract upon refusal to accept any additional conditions that 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.
7. Withholding Payments: All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
8. Closeout Reimbursement: Closeout billings are to be submitted by July 31, 2014, as set forth in Section 2.2, above. If not submitted, the unexpended funds shall revert to the City of Wichita.

4. USE AND DISPOSITION OF PROPERTY

1. Disposition of Expendable/Non-Expendable Personal Property: This contract does not provide for the purchase of property for the Subrecipient's use in administering the program.
2. Disposition of Real Property: See 4.1 above.

5. ASSIGNMENTS

1. Assignability: Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
2. Subcontracting/Third Party Contracts: The Subrecipient agrees to furnish the City with a copy of any and all third party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the CDBG program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third party contract that is not in accordance with the outlined budget in this Agreement shall be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

6. AUDITS AND INSPECTIONS

1. Audits and Inspections: The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all accounting records needed to conduct an evaluation of the accounting system and accounting records. If any portion of the funds approved by this contract is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and accomplishment records of the

subcontractor will be available for inspection by Comptroller Office personnel or duly authorized auditors. In order to ensure this, the Subrecipient will include an appropriate clause in all of its subcontracts.

The Subrecipient shall comply as applicable with the provisions of OMB Circular No. A-133, Audits of Institutions of Higher Education and Other Nonprofit Organizations. A single or program-specific audit is required if \$500,000 or more in Federal awards are expended during the fiscal year.

Any Subrecipient receiving less than \$500,000 in Federal funding shall not be required by the City to undergo an annual independent audit of the ESG expenditures under this Agreement. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are due on or before one year after the close of the program year. Before the due date, the Subrecipient should submit to the City (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request.

7. SUBRECIPIENT RESPONSIBILITIES

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.
2. Non-Municipal Personnel and Services: All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services, which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in PART B.

8. DOCUMENTATION AND RECORD KEEPING

1. Establishment and Maintenance of Records: The Subrecipient shall establish and maintain records as prescribed by the U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, and/or the City, with respect to all matters covered by this contract. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records required to determine the eligibility of activities;
 - c. Records documenting that the Subrecipient has procedures in place to convey the availability of facilities and services to all on a nondiscriminatory basis.
 - d. Financial records that document all transactions and that can be properly documented and audited, as required by 24 CFR part 85 and OMB Circular A-110;
 - e. Other records necessary to document compliance with Subpart E of 24 CFR 576;
 - f. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents related to the services funded under this Agreement;
 - g. Copies of all third party or subcontracts related to services funded under this Agreement; and
 - h. Detailed records on Subrecipient's organization, financial and administrative systems, and the specific ESG-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult 24 CFR 576 for a detailed description of the required records.

2. Record Requirements: Section 4169f of the McKinney-Vento Homeless Assistance Act requires that recipients of funding under the Emergency Solutions Grant program maintain records in the Homeless Management Information System (HMIS). The City agrees to assume responsibility for data entry into HMIS, of Subrecipient records for clients approved under the terms of this Agreement.
 - (A) In accordance with 24 CFR Part 580.25(d) *“Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.”*
3. Retention: The Subrecipient shall retain all records of all project expenses, activities, correspondence, records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD for a period of five years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. The Subrecipient will ensure confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5). If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the five year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the five year period, whichever is later. All files and records will be made available during normal business hours and other reasonable times for review by the City or by HUD.
4. 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.
5. Inventory Management: The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with ESG funds by the contract termination date. The status report should inventory all equipment and non-real properties purchased with ESG funds and state the condition of the equipment and its location.
6. Access to Records: The Subrecipient agrees that the City, HUD, or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project. The City reserves the right, on demand and without notice, to review all of the Subrecipient’s files associated with this Agreement where payments are based on a record of time, salaries, materials, or actual expenses. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient’s responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all local, state, and Federal regulations.

9. PROJECT EVALUATION

1. Performance Measures: During the Grant Agreement Period, the Subrecipient agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating appropriate program benefit for the project activities implemented by Subrecipient. If it is determined that any of these objectives will not be completed within the identified timeframe, a request for an extension must be submitted to the City for consideration. However in no instance may accomplishment data reflect activity occurring after June 30, 2014. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.
2. Reporting: The Subrecipient shall be required to submit monthly accomplishment reports (which may include HMIS reports with all required data elements for each client served during the month) as specified in PART B no later than the 15th day of each month following the month reported, unless otherwise specified, as well as other information and data required by the City to respond to current HUD regulations and for the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) and/or the Integrated Disbursement Information System (IDIS) project set-up and completion activities. Accomplishment and financial reports must be received before the City can honor requests for funds. As stated in Section 11.2, sanctions may be imposed upon the Subrecipient for failure to satisfy report due dates.
3. Accomplishment Reports must include:
 - a. Data for all clients served, fully entered into the HMIS;
 - b. A description of all project activities that have taken place during the reporting period, including all outreach activities and public participation events;
 - c. A description of any anticipated problems or obstacles, and a plan for how those future obstacles will be addressed;
 - d. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
 - e. A description and dollar amount of funds spent to date, and how much of those funds have already been reimbursed;
 - f. A description and dollar amount equivalent of matching funds (including in-kind) expended to date;
 - g. A description of the number of eligible persons or households assisted to date;
 - h. Other supportive information or documentation, as applicable; and
 - i. Any other reports or documentation as requested by the City or HUD.
4. Client Data: The Subrecipient agrees to maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, each household member's name, address, ethnicity, race, gender, age, head of household, income level, disability, homeless status, or other basis for determining eligibility, and a description of the service provided. Documentation of homeless status must be documented by written observation of outreach worker; or written referral by another housing or service provider; or certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter. For victim service

providers, an oral statement by the individual or head of household seeking assistance which states that they are fleeing; they have no subsequent residence; and they lack resources. This statement must be documented by self-certification or a certification by the intake worker. Confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5), must be maintained. All data will be entered into HMIS.

5. Final Accomplishment Reports: Final accomplishment reports will also serve as the final project report, and will include, in addition to the requirements listed in item 9.3 above, a narrative summary of the project, including successes and weaknesses; a comparison of projected accomplishments and objectives to actual accomplishments and goals achieved, including reasons for any discrepancies between the two. This final report will be due July 31, 2014 or the date of final reimbursement, whichever is sooner.

10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project, the City's strategies, comprehensive and neighborhood plans, and if it has a positive impact on the City and its neighborhoods. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel. This includes, but is not limited to, accomplishment records and interviews with the Subrecipient staff and project participants, as required by the City. City personnel will also make field inspections at the office/job site(s) if:
 - a. The Subrecipient fails to take recommended corrective action on two consecutive desk audits;
 - b. Projects are at high risk of error for activities that serve large number of people;
 - c. Projects are at high risk based on the amount of funds involved.
2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents submitted to the City and on-site monitoring. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement.
3. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Subrecipient. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

The Subrecipient 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.

4. Monitoring Letters and Reports: Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
5. Subrecipient Response: The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 24 CFR 576.67. The City may also terminate this Agreement for convenience in accordance with 24 CFR 85.44.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit Subrecipient to return funds already received, or barring the Non-profit Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Non-profit Subrecipient written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be affected which is not less than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Non-profit

Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.

3. Closeout: The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the City, disposing of project assets (including the return of all equipment, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.
4. Property of the City: Any data or material furnished by the City to the Subrecipient shall remain the property of the City, and when said data or material is no longer needed by the Subrecipient for the performance of this Agreement, it shall be returned to the City.

12. TAXES

1. Payment of Taxes: The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

13. LAWS, REGULATIONS AND SPECIAL CONDITIONS

The information in this Article is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes it subject. ***For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of 24 CFR 576, in accordance with the type of project assisted. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Subrecipient.

1. Environmental Review: In accordance with 24 CFR 576.57, the activities under this Agreement are subject to environmental review requirements. Such requirements may include, but are not necessarily limited to, activities related to historic districts and/or properties, floodplain management and wetland protection, noise, wild and scenic rivers, air quality, farmlands protection, environmental justice, airports, site contamination, and hazardous facilities. There shall not be any costs incurred or funds obligated until such time as an Environmental Review (ER) is completed for each project (generally one per project). The ER shall be completed by the City. The Subrecipient also agrees to comply with the following regulations insofar as they apply to the use of ESG funds:
 - a. Clean Air Act, 42 U.S.C., 1857, et seq.;
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended;
 - d. National Environmental Policy Act of 1969; and
 - e. HUD Environmental Review Procedures (24 CFR 58).

Subrecipient should note that completion of the ER is the City's responsibility. Nothing in this section or in any other part of this Agreement should be construed as relieving the City of this responsibility or placing this responsibility on the Subrecipient.

2. Property Standards and Lead-Based Paint: All housing assisted shall meet the Statewide Building Code, the International Building Code, and the lead-based paint requirements in 24 CFR 576.57. In accordance with regulations, the Subrecipient shall adhere to lead-based paint notification and abatement practices, as applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.
3. Section 104 (d) - Relocation and Replacement Requirements: In accordance with 24 CFR 576.59, the Subrecipient shall take all reasonable steps to minimize displacement as a result of the activities funded under this Agreement. Any persons displaced as a result of the activities funded under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.

If the Subrecipient conducts any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property with Federal funds, it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by said regulations and documents. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by Federal statutes and regulations in connection with projects undertaken pursuant to this Agreement.

4. 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. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.

The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in Attachment A.

5. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section, "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the program.
6. Conflict of Interest: The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others,

particularly those with whom they have family, business, or other ties. Further, In accordance with 24 CFR 576.57, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

7. 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. The Subrecipient shall assure compliance with the regulations at 24 CFR Part 87 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making 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;
8. Faith-Based Activities: Subrecipient agrees to follow the regulations of 24 CFR 576.23-Faith-Based activities.
 - a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Emergency Solutions Grants program. Neither the Federal government nor a State or local government receiving funds under Emergency Solutions Grants programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
 - b. Organizations that are directly funded under the Emergency Solutions Grants program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
 - c. A religious organization that participates in the Emergency Solutions Grants program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Emergency Solutions Grants funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Emergency Solutions Grants-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an Emergency Solutions Grants-funded religious organization retains its authority over

its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- d. An organization that participates in the Emergency Solutions Grants program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Emergency Solutions Grants may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Emergency Solutions grants may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, Emergency Solutions Grants may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Emergency Solutions Grants in this part. Sanctuaries, chapels, or other rooms that an Emergency Solutions Grants-funded religious congregation uses as its principal place of worship, however, are ineligible for Emergency Solutions Grants-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
- f. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

14. MISCELLANEOUS CLAUSES AND NOTICES

1. **Findings Confidential:** Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.
2. **Dissemination of Information:** The Subrecipient, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD 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 Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. seq.
3. **Identification of Documents and Projects:** All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The (preparation/funding) of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S.

Department of Housing and Urban Development and the City of Wichita under the provision of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378).”

4. Training Required: It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.
5. 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 HUD regulations. HUD and the City 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.
6. 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 HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.
7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, 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 Subrecipient pursuant to this contract.

15. APPENDICES

All attachments referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

- Attachment A – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements
 - Part A – Agreement
 - Part B – Performance Criteria/Objectives
 - Part C – Budget Detail/Request for Reimbursement
 - Part D – Accomplishment Reports

16. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT

Major Charles H. Smith
The Salvation Army

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita

**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 Nondiscrimination – 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 Nondiscrimination -- 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, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier;
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.

PART B
PERFORMANCE CRITERIA AND OBJECTIVES

ACTIVITY NAME: THE SALVATION ARMY HOMELESS SERVICES

DUNS #:

SUBRECIPIENT INFORMATION

NAME: The Salvation Army

EXECUTIVE DIRECTOR: Major Charles H. Smith

CONTACT PERSON(S): Lynn Tatlock

PHONE: 316-263-2196

EMAIL: Lynn_Tatlock@usc.salvationarmy.org

PERFORMANCE PERIOD: July 1, 2013 through June 30, 2014

CONTRACT PERIOD: July 1, 2013 through September 30, 2014

FUNDING SOURCE(S): ESG

PROJECT ELIGIBILITY: According to 24 CFR Part 576.103 this project qualifies for
Emergency Solutions Grant funds to be used for:

Homeless Assistance

The Subrecipient agrees:

1. It is the principal administrative and coordinating agency for this project, contracting and/or subcontracting outside services, as may be necessary, subject to compliance with all applicable local, state and federal laws; and
2. It is the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of the contact entered into; and
3. It will maintain, during the term of this Agreement, a filing with the Secretary of the State of Kansas as a not for profit corporation, or shall be designated a 501 (c)(3) tax-exempt organization by the Internal Revenue Service. Evidence of such status will be provided to the City upon request.

Project Description: The Salvation Army will assist homelessness individuals and/or families by providing emergency shelter services to an anticipated 150 individuals. Shelter services shall also include determination and documentation of eligibility, documentation of services provided, and documentation of exit, including housing status.

Project Content: The Subrecipient shall complete the following objective(s) in a manner acceptable to the City, in accordance with the schedule, budget and conditions detailed herein. The City reserves the right to revise or otherwise alter established objective(s) and criteria during the program year in an effort to

allow for meaningful project measurement and evaluation which will directly impact future funding recommendations.

Goal: The ESG program provides funding to help operate emergency shelters for homeless individuals and families and/or to provide essential services to shelter residences.

Objectives: Provide shelter services for an estimated 150 individuals.

Annual Outcome Measurements:

- Total number of program participants
- Average length of stay for all program participants
- Number/percentage of participants who, upon exit, have obtained stable housing
- Number/percentage of participants who have, upon exit, obtained permanent housing

Project Administration: The Subrecipient executive director will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Subrecipient shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in OMB Circular A-110, including:

1. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in OMB Circular A-110.
3. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. The Subrecipient agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".
6. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and the Subrecipient that for reimbursement of eligible and necessary expenses up to \$21,000, the Subrecipient will provide emergency shelter and/or transitional housing services for eligible participants. Said funds will be used as set forth in the sections

entitled Budget and Method of Payment. Any cost in excess of \$21,000 is the responsibility of the Subrecipient.

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

1. The City and the Subrecipient also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$25,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Subrecipient 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 Subrecipient's files for five (5) years after the final audit of expenditures made under this contract.

Accomplishment Reports, Financial and Client Files: The Subrecipient shall establish and maintain accounting and project records specifically for the use of ESG funds. Original documentation supporting all reimbursed expenditures and other project records will be retained by the Subrecipient for five (5) years after the final audit of expenditures made under this contract.

1. The Subrecipient shall maintain records of persons served by race, ethnicity, gender, marital status, age, subpopulation, residential and non-residential, and type of assistance provided. All required data elements shall be entered into the HMIS system. Such records are subject to review by the City to ensure the accuracy and validity of information reported in monthly accomplishment reports. In accordance with 24 CFR Part 580.25(d) "*Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.*"
2. On Part D, monthly accomplishment reports must be submitted by the 15th of the month. Narrative reports may also be provided noting services provided and progress toward meeting the performance standards contained herein.
3. Records shall be maintained documenting receipts and/or volunteer hours for and expenditure of matching funds. Regulations require that the Subrecipient provide a dollar for dollar match to the grant award under the ESG programs. Therefore a minimum match of \$21,000 must be documented.
4. Requests for reimbursement must be submitted by the 15th of the month following the month during which the expense was paid on Part C Request for Reimbursement.

Project Evaluation: The City shall evaluate this project based on the objective(s) stated in the Part B. Failure by the Subrecipient to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Subrecipient on a pro rata basis with level of service. Subrecipient records are subject to review by the City to ensure the accuracy and validity of information reported in quarterly accomplishment reports.

INSERT BUDGET DOCUMENT

Date Contract Fully Executed: _____

ACCOMPLISHMENT REPORT

AGENCY: _____

PROGRAM: _____

QUARTER REPORTED: _____

Race	NEW (This Period)				This Period TOTAL	UNDUPLICATED # SERVED				Cumulative TOTAL
	ADULT		CHILD			ADULT		CHILD		
	Non- Hispanic Origin	Hispanic Origin	Non- Hispanic Origin	Hispanic Origin		Non- Hispanic Origin	Hispanic Origin	Non- Hispanic Origin	Hispanic Origin	
White										
Black/African American										
Asian										
American Indian/Alaskan Native										
Native Hawaiian/Other Pacific Islander										
American Indian/Alaskan Native & White										
Asian & White										
Black/African American & White										
American Indian/Alaskan Native & Black African American										
Other Multi-Racial										
Number of Participants (Unduplicated)	0			0	0	0			0	0

OPERATIONS ONLY	NEW (This Period)			ESSENTIAL SERVICES ONLY	NEW (This Period)			TOTAL
Type of Shelter Provided	ADULT	CHILD	TOTAL	Type of Service Provided	ADULT	CHILD	TOTAL	
Barracks				Drop-In Center				
Group/Large House				Food Pantry				
Scattered Site Apartment				Mental Health				
Single Family Detached House				Alcohol/Drug Program				
Single Room Occupancy				Child Care				
Mobile Home/Trailer				Outreach				
Hotel/Motel				Soup Kitchen/Meal Distribution				
Other				Health Care				
Total:				HIV/AIDS Services				
				Employment				
				Other (Describe)				
Description of Beneficiaries				Narrative: Describe activities/accomplishments this period				
Chronically Homeless (Emergency Shelter only)								
Chronically Mentally Ill								
Chronic Substance Abuse								
Other Disability								
HIV/AIDS								
Victims of Domestic violence								
Elderly								
Other (Describe)								
Total:								

Outcome Measurements (Reported Quarterly)	Target	This Period	Cumulative
1. Specific outcome measure	%	(##) = %	(##) = %
2. Specific outcome measure			
3. Specific outcome measure			
3. Specific outcome measure			

CONTRACT AGREEMENT

between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

and

UNITED METHODIST OPEN DOOR, INC.

For

Homeless Assistance

Funded through the

Emergency Solutions Grant (ESG) Program

Program Year: July 1, 2013 – June 30, 2014

Housing and Community Services Department
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3724
Fax (316) 337-9103

Date Contract Fully Executed: _____

**PART A
AGREEMENT**

THIS CONTRACT (hereinafter the “Agreement”) entered into this 1st day of July, 2013 by and between the City of Wichita, Kansas (hereinafter the “City”) and United Methodist Open Door, Inc. (hereinafter the “Subrecipient”), located at P.O. Box 2756, Wichita, KS.

WITNESSETH THAT:

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) under the Emergency Solutions Grant Program (ESG) hereinafter referred to as ESG; and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita pursuant to HUD for an ESG program; and

WHEREAS, the department of Housing and Community Services is authorized to act on behalf of the City in implementing this grant Agreement; and

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful implementation of a emergency shelter project under the ESG program; and

WHEREAS, on June 18, 2013 the Wichita City Council designated \$112,483 from 2013-2014 ESG funding for homeless assistance activities and authorized necessary signatures; and

WHEREAS, United Methodist Open Door, Inc. submitted a successful grant proposal to operate a homeless shelter; and

WHEREAS, on August 20, 2013, the Wichita City Council allocated \$29,400 in ESG funds for the execution of the approved activity;

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

DEFINITION OF HOMELESS

For the purpose of this contract, persons eligible to receive homeless assistance must meet the following criteria for the category of literally homeless: Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs; or (iii) is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1. SCOPE OF SERVICES

1. Scope of Services: United Methodist Open Door, Inc. will meet the expectations of the funding source ESG to provide emergency shelter for homeless individuals or families. Funds may provide **essential services** such as case management, childcare, education service, employment assistance and job training, outpatient health services, legal services, life skills training mental health services, substance abuse treatment services, transportation and services for special populations; or **shelter operations**, including maintenance, rent, repair, security, fuel, equipment, insurance, utilities, relocation, and furnishings. Project effectiveness will be demonstrated by the number of individuals and families receiving shelter, length of stay in shelter, and housing status upon exit from shelter.

The Subrecipient, 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 PART B.

2. Revision of Scope: The performance criteria and objectives may be modified, revised or amended upon the joint written consent of the parties. The City may revise the approved objectives, accomplishments, and budget items in PART B when necessary. The Subrecipient may request a budget revision at any time throughout the duration of this Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after 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 through a period ending June 30, 2014.
2. Close-out Period: The Subrecipient has 30 days following the performance of this activity during which to conduct and complete close-out requirements associated with this Agreement. Final accomplishment and outcome reports are due to the City by July 31, 2014. All expenditures associated with close-out of this activity must be submitted for reimbursement by that date.
3. Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on September 30, 2014.

3. COMPENSATION AND USE OF FUNDS

Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR part 576 and 24 CFR part 85, as applicable, other regulations governing the use of Contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement; and the McKinney Vento Homeless Assistance Act As Amended by S896 HEARTH Act of 2009. *It is the Subrecipient's responsibility to read, understand, and comply with these regulations.*

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Subrecipient shall comply with, and adhere to:
 - a. Office of Management and Budget (OMB) Circular No. A-87, Cost principles for State, Local and Indian Tribal Governments; and
 - b. OMB Circular No. A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
 - c. OMB Circular No. A-122, Cost Principles for Nonprofit Organizations; and
2. Total Payments: Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$29,400 and must be drawn on a regular basis. At the sole discretion of the City, any funds remaining unexpended as of the termination date of this Agreement may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City.
3. Required Matching Funds: This contract requires that the Subrecipient provide a cash or in-kind match in an equal amount of funds from cash or the following in-kind sources: new staff or volunteer time. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or sub-recipient's organization. If the recipient or sub-recipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers. The value of time and services contributed by volunteers to carry out the project of the Sub-recipient shall be calculated at a current rate of \$5 per hour. (Note: Proposers may use the Independent Sector's valuation of volunteer time of \$18.13/hour, or other documented valuation method. Volunteers providing professional services such as medical or legal services are valued at the reasonable and customary rate in the community).
4. Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in PART B, and for which the Subrecipient has made payment during the period of performance set forth in Section 2.1 above. The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon receipt of a request for reimbursement form (PART C) accompanied by a monthly accomplishment report from the Subrecipient specifying the services performed or expenses incurred. All requests for reimbursement must be accompanied by two sets of documentation: 1) case file data which confirms eligibility of the clients on whose behalf payments have been made; and 2) documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.), documentation of matching funds (i.e., volunteer time logs, time sheets, mock invoices for donated items, copies of donation checks, copies of checks from other grants etc.) received and expended, 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 fifteenth day of the month following the month during which the expense was paid.

5. Double Reimbursement: The Subrecipient shall not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue.
6. Restriction on Disbursements: No entitlement funds shall be disbursed to a Subrecipient or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract. Disbursements may be suspended or terminated under this contract upon refusal to accept any additional conditions that 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.
7. Withholding Payments: All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
8. Closeout Reimbursement: Closeout billings are to be submitted by July 31, 2014, as set forth in Section 2.2, above. If not submitted, the unexpended funds shall revert to the City of Wichita.

4. USE AND DISPOSITION OF PROPERTY

1. Disposition of Expendable/Non-Expendable Personal Property: This contract does not provide for the purchase of property for the Subrecipient's use in administering the program.
2. Disposition of Real Property: See 4.1 above.

5. ASSIGNMENTS

1. Assignability: Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
2. Subcontracting/Third Party Contracts: The Subrecipient agrees to furnish the City with a copy of any and all third party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the CDBG program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third party contract that is not in accordance with the outlined budget in this Agreement shall be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

6. AUDITS AND INSPECTIONS

1. Audits and Inspections: The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all accounting records needed to conduct an evaluation of the accounting system and accounting records. If any portion of the funds approved by this contract is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and accomplishment records of the

subcontractor will be available for inspection by Comptroller Office personnel or duly authorized auditors. In order to ensure this, the Subrecipient will include an appropriate clause in all of its subcontracts.

The Subrecipient shall comply as applicable with the provisions of OMB Circular No. A-133, Audits of Institutions of Higher Education and Other Nonprofit Organizations. A single or program-specific audit is required if \$500,000 or more in Federal awards are expended during the fiscal year.

Any Subrecipient receiving less than \$500,000 in Federal funding shall not be required by the City to undergo an annual independent audit of the ESG expenditures under this Agreement. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are due on or before one year after the close of the program year. Before the due date, the Subrecipient should submit to the City (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request.

7. SUBRECIPIENT RESPONSIBILITIES

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.
2. Non-Municipal Personnel and Services: All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services, which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in PART B.

8. DOCUMENTATION AND RECORD KEEPING

1. Establishment and Maintenance of Records: The Subrecipient shall establish and maintain records as prescribed by the U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, and/or the City, with respect to all matters covered by this contract. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records required to determine the eligibility of activities;
 - c. Records documenting that the Subrecipient has procedures in place to convey the availability of facilities and services to all on a nondiscriminatory basis.
 - d. Financial records that document all transactions and that can be properly documented and audited, as required by 24 CFR part 85 and OMB Circular A-110;
 - e. Other records necessary to document compliance with Subpart E of 24 CFR 576;
 - f. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents related to the services funded under this Agreement;
 - g. Copies of all third party or subcontracts related to services funded under this Agreement; and
 - h. Detailed records on Subrecipient's organization, financial and administrative systems, and the specific ESG-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult 24 CFR 576 for a detailed description of the required records.

2. Record Requirements: Section 4169f of the McKinney-Vento Homeless Assistance Act requires that recipients of funding under the Emergency Solutions Grant program maintain records in the Homeless Management Information System (HMIS).
 - (A) In accordance with 24 CFR Part 580.25(d) *“Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.”*
3. Retention: The Subrecipient shall retain all records of all project expenses, activities, correspondence, records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD for a period of five years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. The Subrecipient will ensure confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5). If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the five year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the five year period, whichever is later. All files and records will be made available during normal business hours and other reasonable times for review by the City or by HUD.
4. 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.
5. Inventory Management: The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with ESG funds by the contract termination date. The status report should inventory all equipment and non-real properties purchased with ESG funds and state the condition of the equipment and its location.
6. Access to Records: The Subrecipient agrees that the City, HUD, or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project. The City reserves the right, on demand and without notice, to review all of the Subrecipient’s files associated with this Agreement where payments are based on a record of time, salaries, materials, or actual expenses. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient’s responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all local, state, and Federal regulations.

9. PROJECT EVALUATION

1. Performance Measures: During the Grant Agreement Period, the Subrecipient agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating appropriate program benefit for the project activities implemented by Subrecipient. If it is determined that any of these objectives will not be completed within the identified timeframe, a request for an extension must be submitted to the City for consideration. However in no instance may accomplishment data reflect activity occurring after June 30, 2014. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.
2. Reporting: The Subrecipient shall be required to submit monthly accomplishment reports (which may include HMIS reports with all required data elements for each client served during the month) as specified in PART B no later than the 15th day of each month following the month reported, unless otherwise specified, as well as other information and data required by the City to respond to current HUD regulations and for the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) and/or the Integrated Disbursement Information System (IDIS) project set-up and completion activities. Accomplishment and financial reports must be received before the City can honor requests for funds. As stated in Section 11.2, sanctions may be imposed upon the Subrecipient for failure to satisfy report due dates.
3. Accomplishment Reports must include:
 - a. Data for all clients served, fully entered into the HMIS;
 - b. A description of all project activities that have taken place during the reporting period, including all outreach activities and public participation events;
 - c. A description of any anticipated problems or obstacles, and a plan for how those future obstacles will be addressed;
 - d. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
 - e. A description and dollar amount of funds spent to date, and how much of those funds have already been reimbursed;
 - f. A description and dollar amount equivalent of matching funds (including in-kind) expended to date;
 - g. A description of the number of eligible persons or households assisted to date;
 - h. Other supportive information or documentation, as applicable; and
 - i. Any other reports or documentation as requested by the City or HUD.
4. Client Data: The Subrecipient agrees to maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, each household member's name, address, ethnicity, race, gender, age, head of household, income level, disability, homeless status, or other basis for determining eligibility, and a description of the service provided. Documentation of homeless status must be documented by written observation of outreach worker; or written referral by another housing or service provider; or certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter. For victim service

providers, an oral statement by the individual or head of household seeking assistance which states that they are fleeing; they have no subsequent residence; and they lack resources. This statement must be documented by self-certification or a certification by the intake worker. Confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5), must be maintained. All data will be entered into HMIS.

5. Final Accomplishment Reports: Final accomplishment reports will also serve as the final project report, and will include, in addition to the requirements listed in item 9.3 above, a narrative summary of the project, including successes and weaknesses; a comparison of projected accomplishments and objectives to actual accomplishments and goals achieved, including reasons for any discrepancies between the two. This final report will be due July 31, 2014 or the date of final reimbursement, whichever is sooner.

10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project, the City's strategies, comprehensive and neighborhood plans, and if it has a positive impact on the City and its neighborhoods. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel. This includes, but is not limited to, accomplishment records and interviews with the Subrecipient staff and project participants, as required by the City. City personnel will also make field inspections at the office/job site(s) if:
 - a. The Subrecipient fails to take recommended corrective action on two consecutive desk audits;
 - b. Projects are at high risk of error for activities that serve large number of people;
 - c. Projects are at high risk based on the amount of funds involved.
2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents submitted to the City and on-site monitoring. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement.
3. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Subrecipient. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

The Subrecipient 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.

4. Monitoring Letters and Reports: Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
5. Subrecipient Response: The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 24 CFR 576.67. The City may also terminate this Agreement for convenience in accordance with 24 CFR 85.44.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit Subrecipient to return funds already received, or barring the Non-profit Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Non-profit Subrecipient written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be affected which is not less than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Non-profit

Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.

3. Closeout: The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the City, disposing of project assets (including the return of all equipment, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.
4. Property of the City: Any data or material furnished by the City to the Subrecipient shall remain the property of the City, and when said data or material is no longer needed by the Subrecipient for the performance of this Agreement, it shall be returned to the City.

12. TAXES

1. Payment of Taxes: The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

13. LAWS, REGULATIONS AND SPECIAL CONDITIONS

The information in this Article is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes it subject. ***For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of 24 CFR 576, in accordance with the type of project assisted. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Subrecipient.

1. Environmental Review: In accordance with 24 CFR 576.57, the activities under this Agreement are subject to environmental review requirements. Such requirements may include, but are not necessarily limited to, activities related to historic districts and/or properties, floodplain management and wetland protection, noise, wild and scenic rivers, air quality, farmlands protection, environmental justice, airports, site contamination, and hazardous facilities. There shall not be any costs incurred or funds obligated until such time as an Environmental Review (ER) is completed for each project (generally one per project). The ER shall be completed by the City. The Subrecipient also agrees to comply with the following regulations insofar as they apply to the use of ESG funds:
 - a. Clean Air Act, 42 U.S.C., 1857, et seq.;
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended;
 - d. National Environmental Policy Act of 1969; and
 - e. HUD Environmental Review Procedures (24 CFR 58).

Subrecipient should note that completion of the ER is the City's responsibility. Nothing in this section or in any other part of this Agreement should be construed as relieving the City of this responsibility or placing this responsibility on the Subrecipient.

2. Property Standards and Lead-Based Paint: All housing assisted shall meet the Statewide Building Code, the International Building Code, and the lead-based paint requirements in 24 CFR 576.57. In accordance with regulations, the Subrecipient shall adhere to lead-based paint notification and abatement practices, as applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.
3. Section 104 (d) - Relocation and Replacement Requirements: In accordance with 24 CFR 576.59, the Subrecipient shall take all reasonable steps to minimize displacement as a result of the activities funded under this Agreement. Any persons displaced as a result of the activities funded under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.

If the Subrecipient conducts any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property with Federal funds, it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by said regulations and documents. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by Federal statutes and regulations in connection with projects undertaken pursuant to this Agreement.

4. 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. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.

The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in Attachment A.

5. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section, "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the program.
6. Conflict of Interest: The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others,

particularly those with whom they have family, business, or other ties. Further, In accordance with 24 CFR 576.57, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

7. 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. The Subrecipient shall assure compliance with the regulations at 24 CFR Part 87 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making 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;
8. Faith-Based Activities: Subrecipient agrees to follow the regulations of 24 CFR 576.23-Faith-Based activities.
 - a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Emergency Solutions Grants program. Neither the Federal government nor a State or local government receiving funds under Emergency Solutions Grants programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
 - b. Organizations that are directly funded under the Emergency Solutions Grants program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
 - c. A religious organization that participates in the Emergency Solutions Grants program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Emergency Solutions Grants funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Emergency Solutions Grants-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an Emergency Solutions Grants-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its

board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- d. An organization that participates in the Emergency Solutions Grants program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Emergency Solutions Grants may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Emergency Solutions grants may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, Emergency Solutions Grants may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Emergency Solutions Grants in this part. Sanctuaries, chapels, or other rooms that an Emergency Solutions Grants-funded religious congregation uses as its principal place of worship, however, are ineligible for Emergency Solutions Grants-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
- f. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

14. MISCELLANEOUS CLAUSES AND NOTICES

1. **Findings Confidential:** Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.
2. **Dissemination of Information:** The Subrecipient, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD 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 Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. seq.
3. **Identification of Documents and Projects:** All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The (preparation/funding) of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S. Department of Housing and Urban Development and the City of Wichita under the provision of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378)."

4. Training Required: It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.
5. 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 HUD regulations. HUD and the City 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.
6. 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 HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.
7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, 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 Subrecipient pursuant to this contract.

15. APPENDICES

All attachments referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

- Attachment A – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements
 - Part A – Agreement
 - Part B – Performance Criteria/Objectives
 - Part C – Budget Detail/Request for Reimbursement
 - Part D – Accomplishment Reports

16. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT

G. Deann Smith,
Executive Director

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita

**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 Nondiscrimination – 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 Nondiscrimination -- 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, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier;
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.

PART B
PERFORMANCE CRITERIA AND OBJECTIVES

ACTIVITY NAME: UNITED METHODIST OPEN DOOR **DUNS #:**

SUBRECIPIENT INFORMATION

NAME: United Methodist Open Door, Inc.

EXECUTIVE DIRECTOR: G. Deann Smith

CONTACT PERSON(S): same

PHONE: 316-265-9371

EMAIL: dsmith@umopendoor.org

PERFORMANCE PERIOD: July 1, 2013 through June 30, 2014

CONTRACT PERIOD: July 1, 2013 through September 30, 2014

FUNDING SOURCE(S): ESG

PROJECT ELIGIBILITY: According to 24 CFR Part 576.103 this project qualifies for Emergency Solutions Grant funds to be used for:

Homeless Assistance

The Subrecipient agrees:

1. It is the principal administrative and coordinating agency for this project, contracting and/or subcontracting outside services, as may be necessary, subject to compliance with all applicable local, state and federal laws; and
2. It is the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of the contact entered into; and
3. It will maintain, during the term of this Agreement, a filing with the Secretary of the State of Kansas as a not for profit corporation, or shall be designated a 501 (c)(3) tax-exempt organization by the Internal Revenue Service. Evidence of such status will be provided to the City upon request.

Project Description: United Methodist Open Door, Inc. will assist homeless individuals and/or families by providing emergency shelter drop-in services to an anticipated 3,000 individuals. Shelter services shall also include determination and documentation of eligibility and documentation of services provided.

Project Content: The Subrecipient shall complete the following objective(s) in a manner acceptable to the City, in accordance with the schedule, budget and conditions detailed herein. The City reserves the right to revise or otherwise alter established objective(s) and criteria during the program year in an effort to

allow for meaningful project measurement and evaluation which will directly impact future funding recommendations.

Goal: The ESG program provides funding to help operate emergency shelters for homeless individuals and families and/or to provide essential services to shelter residents.

Objectives: Provide shelter services for an estimated 3,000 individuals.

Annual Outcome Measurements:

- Total number of program participants
- Number/percentage of participants who have obtained stablehousing

Project Administration: The Subrecipient homeless services director executive will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Subrecipient shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in OMB Circular A-110, including:

1. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in OMB Circular A-110.
3. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. The Subrecipient agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".
6. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and the Subrecipient that for reimbursement of eligible and necessary expenses up to \$29,400, the Subrecipient will provide emergency drop-in services for homeless individuals. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any cost in excess of \$29,400 is the responsibility of the Subrecipient.

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

1. The City and the Subrecipient also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$25,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Subrecipient 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 Subrecipient's files for five (5) years after the final audit of expenditures made under this contract.

Accomplishment Reports, Financial and Client Files: The Subrecipient shall establish and maintain accounting and project records specifically for the use of ESG funds. Original documentation supporting all reimbursed expenditures and other project records will be retained by the Subrecipient for five (5) years after the final audit of expenditures made under this contract.

1. The Subrecipient shall maintain records of persons served by race, ethnicity, gender, marital status, age, subpopulation, residential and non-residential, and type of assistance provided. All required data elements shall be entered into the HMIS system. Such records are subject to review by the City to ensure the accuracy and validity of information reported in monthly accomplishment reports. In accordance with 24 CFR Part 580.25(d) "*Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.*"
2. On Part D, monthly accomplishment reports must be submitted by the 15th of the month. Narrative reports may also be provided noting services provided and progress toward meeting the performance standards contained herein.
3. Records shall be maintained documenting receipts and/or volunteer hours for and expenditure of matching funds. Regulations require that the Subrecipient provide a dollar for dollar match to the grant award under the ESG programs. Therefore a minimum match of \$29,400 must be documented.
4. Requests for reimbursement must be submitted by the 15th of the month following the month during which the expense was paid on Part C Request for Reimbursement.

Project Evaluation: The City shall evaluate this project based on the objective(s) stated in the Part B. Failure by the Subrecipient to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Subrecipient on a pro rata basis with level of service. Subrecipient records are subject to review by the City to ensure the accuracy and validity of information reported in quarterly accomplishment reports.

INSERT BUDGET DOCUMENT

Date Contract Fully Executed: _____

ACCOMPLISHMENT REPORT

AGENCY: _____

PROGRAM: _____

QUARTER REPORTED: _____

Race	NEW (This Period)				This Period TOTAL	UNDUPLICATED # SERVED				Cumulative TOTAL
	ADULT		CHILD			ADULT		CHILD		
	Non- Hispanic Origin	Hispanic Origin	Non- Hispanic Origin	Hispanic Origin		Non- Hispanic Origin	Hispanic Origin	Non- Hispanic Origin	Hispanic Origin	
White										
Black/African American										
Asian										
American Indian/Alaskan Native										
Native Hawaiian/Other Pacific Islander										
American Indian/Alaskan Native & White										
Asian & White										
Black/African American & White										
American Indian/Alaskan Native & Black African American										
Other Multi-Racial										
Number of Participants (Unduplicated)	0			0	0	0			0	0

OPERATIONS ONLY	NEW (This Period)			ESSENTIAL SERVICES ONLY	NEW (This Period)			TOTAL
Type of Shelter Provided	ADULT	CHILD	TOTAL	Type of Service Provided	ADULT	CHILD	TOTAL	
Barracks				Drop-In Center				
Group/Large House				Food Pantry				
Scattered Site Apartment				Mental Health				
Single Family Detached House				Alcohol/Drug Program				
Single Room Occupancy				Child Care				
Mobile Home/Trailer				Outreach				
Hotel/Motel				Soup Kitchen/Meal Distribution				
Other				Health Care				
Total:				HIV/AIDS Services				
				Employment				
				Other (Describe)				
Description of Beneficiaries				Narrative: Describe activities/accomplishments this period				
Chronically Homeless (Emergency Shelter only)								
Chronically Mentally Ill								
Chronic Substance Abuse								
Other Disability								
HIV/AIDS								
Victims of Domestic violence								
Elderly								
Other (Describe)								
Total:								

Outcome Measurements (Reported Quarterly)	Target	This Period	Cumulative
1. Specific outcome measure	%	(#/#) = %	(#/#) = %
2. Specific outcome measure			
3. Specific outcome measure			
3. Specific outcome measure			

CONTRACT AGREEMENT

between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

and

YWCA WOMEN'S CRISIS CENTER

For

Homeless Assistance

Funded through the

Emergency Solutions Grant (ESG) Program

Program Year: July 1, 2013 – June 30, 2014

Housing and Community Services Department
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3724
Fax (316) 337-9103

Date Contract Fully Executed: _____

**PART A
AGREEMENT**

THIS CONTRACT (hereinafter the “Agreement”) entered into this 1st day of July, 2013 by and between the City of Wichita, Kansas (hereinafter the “City”) and YWCA Women’s Crisis Center, (hereinafter the “Subrecipient”), located at P.O. Box 1740, Wichita, Kansas.

WITNESSETH THAT:

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) under the Emergency Solutions Grant Program (ESG) hereinafter referred to as ESG; and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita pursuant to HUD for an ESG program; and

WHEREAS, the department of Housing and Community Services is authorized to act on behalf of the City in implementing this grant Agreement; and

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful implementation of a emergency shelter project under the ESG program; and

WHEREAS, on June 18, 2013 the Wichita City Council designated \$112,483 from 2013-2014 ESG funding for homeless assistance activities and authorized necessary signatures; and

WHEREAS, YWCA Women’s Crisis Center submitted a successful grant proposal to operate a homeless shelter; and

WHEREAS, on December 18, 2013, the Wichita City Council allocated \$10,000 in ESG funds, 2013-2014 allocation, for the execution of the approved activity;

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

DEFINITION OF HOMELESS

For the purpose of this contract, persons eligible to receive homeless assistance must meet the following criteria for the category of fleeing/attempting to flee domestic violence: Individual or family who: (i) is fleeing, or is attempting to flee, domestic violence; (ii) has no other residence; and (iii) lacks the resources or support networks to obtain other permanent housing.

1. SCOPE OF SERVICES

1. Scope of Services: YWCA Women's Crisis Center will meet the expectations of the funding source ESG to provide emergency shelter for homeless individuals or families. Funds may provide **essential services** such as case management, childcare, education service, employment assistance and job training, outpatient health services, legal services, life skills training mental health services, substance abuse treatment services, transportation and services for special populations; or **shelter operations**, including maintenance, rent, repair, security, fuel, equipment, insurance, utilities, relocation, and furnishings. Project effectiveness will be demonstrated by the number of individuals and families receiving shelter, length of stay in shelter, and housing status upon exit from shelter.

The Subrecipient, 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 PART B.

2. Revision of Scope: The performance criteria and objectives may be modified, revised or amended upon the joint written consent of the parties. The City may revise the approved objectives, accomplishments, and budget items in PART B when necessary. The Subrecipient may request a budget revision at any time throughout the duration of this Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after 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 through a period ending June 30, 2014.
2. Close-out Period: The Subrecipient has 30 days following the performance of this activity during which to conduct and complete close-out requirements associated with this Agreement. Final accomplishment and outcome reports are due to the City by July 31, 2014. All expenditures associated with close-out of this activity must be submitted for reimbursement by that date.
3. Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on September 30, 2014.

3. COMPENSATION AND USE OF FUNDS

Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR part 576 and 24 CFR part 85, as applicable, other regulations governing the use of Contract funds, and any amendments or policy revisions thereto which shall become effective during the

term of this Agreement; and the McKinney Vento Homeless Assistance Act As Amended by S896 HEARTH Act of 2009. *It is the Subrecipient's responsibility to read, understand, and comply with these regulations.*

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Subrecipient shall comply with, and adhere to:
 - a. Office of Management and Budget (OMB) Circular No. A-87, Cost principles for State, Local and Indian Tribal Governments; and
 - b. OMB Circular No. A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
 - c. OMB Circular No. A-122, Cost Principles for Nonprofit Organizations; and
2. Total Payments: Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$10,000.00 and must be drawn on a regular basis. At the sole discretion of the City, any funds remaining unexpended as of the termination date of this Agreement may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City.
3. Required Matching Funds: This contract requires that the Subrecipient provide a cash or in-kind match in an equal amount of funds from cash or the following in-kind sources: new staff or volunteer time. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or sub-recipient's organization. If the recipient or sub-recipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers. The value of time and services contributed by volunteers to carry out the project of the Sub-recipient shall be calculated at a current rate of \$5 per hour. (Note: Proposers may use the Independent Sector's valuation of volunteer time of \$18.13/hour, or other documented valuation method. Volunteers providing professional services such as medical or legal services are valued at the reasonable and customary rate in the community).
4. Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in PART B, and for which the Subrecipient has made payment during the period of performance set forth in Section 2.1 above. The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon receipt of a request for reimbursement form (PART C) accompanied by a monthly accomplishment report from the Subrecipient specifying the services performed or expenses incurred. All requests for reimbursement must be accompanied by two sets of documentation: 1) case file data which confirms eligibility of the clients on whose behalf payments have been made; and 2) documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.), documentation of matching funds (i.e., volunteer time logs, time sheets, mock invoices for donated items, copies of donation checks, copies of checks from other grants etc.) received and expended, 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 fifteenth day of the month following the month during which the expense was paid.
5. Double Reimbursement: The Subrecipient shall not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue.

6. Restriction on Disbursements: No entitlement funds shall be disbursed to a Subrecipient or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract. Disbursements may be suspended or terminated under this contract upon refusal to accept any additional conditions that 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.
7. Withholding Payments: All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
8. Closeout Reimbursement: Closeout billings are to be submitted by July 31, 2014, as set forth in Section 2.2, above. If not submitted, the unexpended funds shall revert to the City of Wichita.

4. USE AND DISPOSITION OF PROPERTY

1. Disposition of Expendable/Non-Expendable Personal Property: This contract does not provide for the purchase of property for the Subrecipient's use in administering the program.
2. Disposition of Real Property: See 4.1 above.

5. ASSIGNMENTS

1. Assignability: Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
2. Subcontracting/Third Party Contracts: The Subrecipient agrees to furnish the City with a copy of any and all third party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the CDBG program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third party contract that is not in accordance with the outlined budget in this Agreement shall be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

6. AUDITS AND INSPECTIONS

1. Audits and Inspections: The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all accounting records needed to conduct an evaluation of the accounting system and accounting records. If any portion of the funds approved by this contract is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and accomplishment records of the subcontractor will be available for inspection by Comptroller Office personnel or duly authorized auditors. In order to ensure this, the Subrecipient will include an appropriate clause in all of its subcontracts.

The Subrecipient shall comply as applicable with the provisions of OMB Circular No. A-133, Audits of Institutions of Higher Education and Other Nonprofit Organizations. A single or program-specific audit is required if \$500,000 or more in Federal awards are expended during the fiscal year.

Any Subrecipient receiving less than \$500,000 in Federal funding shall not be required by the City to undergo an annual independent audit of the ESG expenditures under this Agreement. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are due on or before one year after the close of the program year. Before the due date, the Subrecipient should submit to the City (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request.

7. SUBRECIPIENT RESPONSIBILITIES

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.
2. Non-Municipal Personnel and Services: All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services, which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in PART B.

8. DOCUMENTATION AND RECORD KEEPING

1. Establishment and Maintenance of Records: The Subrecipient shall establish and maintain records as prescribed by the U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, and/or the City, with respect to all matters covered by this contract. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records required to determine the eligibility of activities;
 - c. Records documenting that the Subrecipient has procedures in place to convey the availability of facilities and services to all on a nondiscriminatory basis.
 - d. Financial records that document all transactions and that can be properly documented and audited, as required by 24 CFR part 85 and OMB Circular A-110;
 - e. Other records necessary to document compliance with Subpart E of 24 CFR 576;
 - f. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents related to the services funded under this Agreement;
 - g. Copies of all third party or subcontracts related to services funded under this Agreement; and
 - h. Detailed records on Subrecipient's organization, financial and administrative systems, and the specific ESG-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult 24 CFR 576 for a detailed description of the required records.

2. **Record Requirements:** Section 4169f of the McKinney-Vento Homeless Assistance Act requires that recipients of funding under the Emergency Solutions Grant program maintain records in the Homeless Management Information System (HMIS).
 - a. In accordance with 24 CFR Part 580.25(d) *“Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.”*
3. **Retention:** The Subrecipient shall retain all records of all project expenses, activities, correspondence, records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD for a period of five years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. The Subrecipient will ensure confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5). If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the five year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the five year period, whichever is later. All files and records will be made available during normal business hours and other reasonable times for review by the City or by HUD.
4. **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.
5. **Inventory Management:** The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with ESG funds by the contract termination date. The status report should inventory all equipment and non-real properties purchased with ESG funds and state the condition of the equipment and its location.
6. **Access to Records:** The Subrecipient agrees that the City, HUD, or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project. The City reserves the right, on demand and without notice, to review all of the Subrecipient’s files associated with this Agreement where payments are based on a record of time, salaries, materials, or actual expenses. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient’s responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all local, state, and Federal regulations.

9. PROJECT EVALUATION

1. **Performance Measures:** During the Grant Agreement Period, the Subrecipient agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating appropriate program benefit for the project activities implemented by Subrecipient. If it is determined that any of these objectives will not be completed within the identified timeframe, a request for an extension must be submitted to the City for consideration.

However in no instance may accomplishment data reflect activity occurring after June 30, 2014. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.

2. Reporting: The Subrecipient shall be required to submit monthly accomplishment reports (which may include HMIS reports with all required data elements for each client served during the month) as specified in PART B no later than the 15th day of each month following the month reported, unless otherwise specified, as well as other information and data required by the City to respond to current HUD regulations and for the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) and/or the Integrated Disbursement Information System (IDIS) project set-up and completion activities. Accomplishment and financial reports must be received before the City can honor requests for funds. As stated in Section 11.2, sanctions may be imposed upon the Subrecipient for failure to satisfy report due dates.
3. Accomplishment Reports must include:
 - a. Data for all clients served, fully entered into the HMIS;
 - b. A description of all project activities that have taken place during the reporting period, including all outreach activities and public participation events;
 - c. A description of any anticipated problems or obstacles, and a plan for how those future obstacles will be addressed;
 - d. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
 - e. A description and dollar amount of funds spent to date, and how much of those funds have already been reimbursed;
 - f. A description and dollar amount equivalent of matching funds (including in-kind) expended to date;
 - g. A description of the number of eligible persons or households assisted to date;
 - h. Other supportive information or documentation, as applicable; and
 - i. Any other reports or documentation as requested by the City or HUD.
4. Client Data: The Subrecipient agrees to maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, each household member's name, address, ethnicity, race, gender, age, head of household, income level, disability, homeless status, or other basis for determining eligibility, and a description of the service provided. Documentation of homeless status must be documented by written observation of outreach worker; or written referral by another housing or service provider; or certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter. For victim service providers, an oral statement by the individual or head of household seeking assistance which states that they are fleeing; they have no subsequent residence; and they lack resources. This statement must be documented by self-certification or a certification by the intake worker. Confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5), must be maintained. All data will be entered into HMIS.

5. Final Accomplishment Reports: Final accomplishment reports will also serve as the final project report, and will include, in addition to the requirements listed in item 9.3 above, a narrative summary of the project, including successes and weaknesses; a comparison of projected accomplishments and objectives to actual accomplishments and goals achieved, including reasons for any discrepancies between the two. This final report will be due July 31, 2014 or the date of final reimbursement, whichever is sooner.

10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project, the City's strategies, comprehensive and neighborhood plans, and if it has a positive impact on the City and its neighborhoods. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel. This includes, but is not limited to, accomplishment records and interviews with the Subrecipient staff and project participants, as required by the City. City personnel will also make field inspections at the office/job site(s) if:
 - a. The Subrecipient fails to take recommended corrective action on two consecutive desk audits;
 - b. Projects are at high risk of error for activities that serve large number of people;
 - c. Projects are at high risk based on the amount of funds involved.
2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents submitted to the City and on-site monitoring. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement.
3. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Subrecipient. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

The Subrecipient 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.

4. Monitoring Letters and Reports: Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
5. Subrecipient Response: The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 24 CFR 576.67. The City may also terminate this Agreement for convenience in accordance with 24 CFR 85.44.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit Subrecipient to return funds already received, or barring the Non-profit Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Non-profit Subrecipient written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be affected which is not less than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Non-profit Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.
3. Closeout: The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the City, disposing of project assets (including the return of all equipment, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until

the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.

4. Property of the City: Any data or material furnished by the City to the Subrecipient shall remain the property of the City, and when said data or material is no longer needed by the Subrecipient for the performance of this Agreement, it shall be returned to the City.

12. TAXES

1. Payment of Taxes: The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

13. LAWS, REGULATIONS AND SPECIAL CONDITIONS

The information in this Article is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes it subject. ***For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of 24 CFR 576, in accordance with the type of project assisted. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Subrecipient.

1. Environmental Review: In accordance with 24 CFR 576.57, the activities under this Agreement are subject to environmental review requirements. Such requirements may include, but are not necessarily limited to, activities related to historic districts and/or properties, floodplain management and wetland protection, noise, wild and scenic rivers, air quality, farmlands protection, environmental justice, airports, site contamination, and hazardous facilities. There shall not be any costs incurred or funds obligated until such time as an Environmental Review (ER) is completed for each project (generally one per project). The ER shall be completed by the City. The Subrecipient also agrees to comply with the following regulations insofar as they apply to the use of ESG funds:
 - a. Clean Air Act, 42 U.S.C., 1857, et seq.;
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended;
 - d. National Environmental Policy Act of 1969; and
 - e. HUD Environmental Review Procedures (24 CFR 58).

Subrecipient should note that completion of the ER is the City's responsibility. Nothing in this section or in any other part of this Agreement should be construed as relieving the City of this responsibility or placing this responsibility on the Subrecipient.

2. Property Standards and Lead-Based Paint: All housing assisted shall meet the Statewide Building Code, the International Building Code, and the lead-based paint requirements in 24 CFR 576.57. In accordance with regulations, the Subrecipient shall adhere to lead-based paint notification and abatement practices, as applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.

3. Section 104 (d) - Relocation and Replacement Requirements: In accordance with 24 CFR 576.59, the Subrecipient shall take all reasonable steps to minimize displacement as a result of the activities funded under this Agreement. Any persons displaced as a result of the activities funded under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.

If the Subrecipient conducts any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property with Federal funds, it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. The Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by said regulations and documents. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by Federal statutes and regulations in connection with projects undertaken pursuant to this Agreement.

4. 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. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.

The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in Attachment A.

5. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section, "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the program.
6. Conflict of Interest: The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, In accordance with 24 CFR 576.57, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
7. 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. The Subrecipient shall assure compliance with the regulations at 24 CFR Part 87 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making 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;
8. Faith-Based Activities: Subrecipient agrees to follow the regulations of 24 CFR 576.23-Faith-Based activities.
- a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Emergency Solutions Grants program. Neither the Federal government nor a State or local government receiving funds under Emergency Solutions Grants programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
 - b. Organizations that are directly funded under the Emergency Solutions Grants program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
 - c. A religious organization that participates in the Emergency Solutions Grants program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Emergency Solutions Grants funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Emergency Solutions Grants-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an Emergency Solutions Grants-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
 - d. An organization that participates in the Emergency Solutions Grants program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
 - e. Emergency Solutions Grants may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Emergency Solutions grants may be

used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, Emergency Solutions Grants may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Emergency Solutions Grants in this part. Sanctuaries, chapels, or other rooms that an Emergency Solutions Grants-funded religious congregation uses as its principal place of worship, however, are ineligible for Emergency Solutions Grants-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

- f. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

14. MISCELLANEOUS CLAUSES AND NOTICES

1. **Findings Confidential:** Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.
2. **Dissemination of Information:** The Subrecipient, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD 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 Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. seq.
3. **Identification of Documents and Projects:** All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The (preparation/funding) of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S. Department of Housing and Urban Development and the City of Wichita under the provision of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378)."
4. **Training Required:** It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.
5. **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 HUD regulations. HUD and the City 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.

6. 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 HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.
7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, 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 Subrecipient pursuant to this contract.

15. APPENDICES

All attachments referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

- Attachment A – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements
 - Part A – Agreement
 - Part B – Performance Criteria/Objectives
 - Part C – Budget Detail/Request for Reimbursement
 - Part D – Accomplishment Reports

16. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT

Angela Lampe, Executive Director
YWCA Women’s Crisis Center

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita

**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 Nondiscrimination – 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 Nondiscrimination -- 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, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier;
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.

PART B
PERFORMANCE CRITERIA AND OBJECTIVES

ACTIVITY NAME: YWCA WOMEN'S CRISIS CENTER **DUNS #:**

SUBRECIPIENT INFORMATION

NAME: YWCA Women's Crisis Center

EXECUTIVE DIRECTOR: Angela Lampe

CONTACT PERSON(S): Angela Lampe, Debby Zelli, or Debra Whitermore

PHONE: 316-263-7501

EMAIL: finance@ywcaofwichita.org

PERFORMANCE PERIOD: July 1, 2013 through June 30, 2014

CONTRACT PERIOD: July 1, 2013 through September 30, 2014

FUNDING SOURCE(S): ESG

PROJECT ELIGIBILITY: According to 24 CFR Part 576.103 this project qualifies for Emergency Solutions Grant funds to be used for:

Homeless Assistance

The Subrecipient agrees:

1. It is the principal administrative and coordinating agency for this project, contracting and/or subcontracting outside services, as may be necessary, subject to compliance with all applicable local, state and federal laws; and
2. It is the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of the contact entered into; and
3. It will maintain, during the term of this Agreement, a filing with the Secretary of the State of Kansas as a not for profit corporation, or shall be designated a 501 (c)(3) tax-exempt organization by the Internal Revenue Service. Evidence of such status will be provided to the City upon request.

Project Description: YWCA Women's Crisis Center will assist homeless individuals and/or families by providing emergency shelter services to an anticipated 250 women and children fleeing domestic violence. Shelter services shall also include determination and documentation of eligibility, documentation of services provided, and documentation of exit, including housing status.

Project Content: The Subrecipient shall complete the following objective(s) in a manner acceptable to the City, in accordance with the schedule, budget and conditions detailed herein. The City reserves the right to revise or otherwise alter established objective(s) and criteria during the program year in an effort

to allow for meaningful project measurement and evaluation which will directly impact future funding recommendations.

Goal: The ESG program provides funding to help operate emergency shelters for homeless individuals and families and/or to provide essential services to shelter residents.

Objectives: Provide shelter services for an estimated 250 women and children fleeing domestic violence.

Annual Outcome Measurements:

- Total number of program participants
- Average length of stay for all program participants
- Number/percentage of participants who, upon exit, have obtained safe and stable housing.

Project Administration: The Subrecipient executive director will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Subrecipient shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in OMB Circular A-110, including:

1. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in OMB Circular A-110.
3. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. The Subrecipient agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".
6. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and the Subrecipient that for reimbursement of eligible and necessary expenses up to \$10,000, the Subrecipient will emergency shelter services to eligible families. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any cost in excess of \$10,000 is the responsibility of the Subrecipient.

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

1. The City and the Subrecipient also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$25,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Subrecipient 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 Subrecipient's files for five (5) years after the final audit of expenditures made under this contract.

Accomplishment Reports, Financial and Client Files: The Subrecipient shall establish and maintain accounting and project records specifically for the use of ESG funds. Original documentation supporting all reimbursed expenditures and other project records will be retained by the Subrecipient for five (5) years after the final audit of expenditures made under this contract.

1. The Subrecipient shall maintain records of persons served by race, ethnicity, gender, marital status, age, subpopulation, residential and non-residential, and type of assistance provided. All required data elements shall be entered into the HMIS system. Such records are subject to review by the City to ensure the accuracy and validity of information reported in monthly accomplishment reports.
 - a. In accordance with 24 CFR Part 580.25(d) "*Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.*"
 - b. On Part D, monthly accomplishment reports must be submitted by the 15th of the month. Narrative reports may also be provided noting services provided and progress toward meeting the performance standards contained herein.
3. Records shall be maintained documenting receipts and/or volunteer hours for and expenditure of matching funds. Regulations require that the Subrecipient provide a dollar for dollar match to the grant award under the ESG programs. Therefore a minimum match of \$10,000 must be documented.
4. Requests for reimbursement must be submitted by the 15th of the month following the month during which the expense was paid on Part C Request for Reimbursement.

Project Evaluation: The City shall evaluate this project based on the objective(s) stated in the Part B. Failure by the Subrecipient to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Subrecipient on a pro rata basis with level of service. Subrecipient records are subject to review by the City to ensure the accuracy and validity of information reported in quarterly accomplishment reports.

(INSERT FEDERAL BUDGET FORM HERE)

Date Contract Fully Executed: _____

ACCOMPLISHMENT REPORT

AGENCY: _____

PROGRAM: _____

QUARTER REPORTED: _____

Race	NEW (This Period)					UNDUPLICATED # SERVED				
	ADULT		CHILD		This Period TOTAL	ADULT		CHILD		Cumulative TOTAL
	Non-Hispanic Origin	Hispanic Origin	Non-Hispanic Origin	Hispanic Origin		Non-Hispanic Origin	Hispanic Origin	Non-Hispanic Origin	Hispanic Origin	
White										
Black/African American										
Asian										
American Indian/Alaskan Native										
Native Hawaiian/Other Pacific Islander										
American Indian/Alaskan Native & White										
Asian & White										
Black/African American & White										
American Indian/Alaskan Native & Black African American										
Other Multi-Racial										
Number of Participants (Unduplicated)	0		0		0	0		0		0

OPERATIONS ONLY	NEW (This Period)			ESSENTIAL SERVICES ONLY	NEW (This Period)		
Type of Shelter Provided	ADULT	CHILD	TOTAL	Type of Service Provided	ADULT	CHILD	TOTAL
Barracks				Drop-In Center			
Group/Large House				Food Pantry			
Scattered Site Apartment				Mental Health			
Single Family Detached House				Alcohol/Drug Program			
Single Room Occupancy				Child Care			
Mobile Home/Trailer				Outreach			
Hotel/Motel				Soup Kitchen/Meal Distribution			
Other				Health Care			
Total:				HIV/AIDS Services			
				Employment			
				Other (Describe)			
Description of Beneficiaries							
Chronically Homeless (Emergency Shelter only)				Narrative: Describe activities/accomplishments this period			
Chronically Mentally Ill							
Chronic Substance Abuse							
Other Disability							
HIV/AIDS							
Victims of Domestic violence							
Elderly							
Other (Describe)							
Total:							

Outcome Measurements (Reported Quarterly)	Target	This Period	Cumulative
1. Specific outcome measure	%	(##) = %	(##) = %
2. Specific outcome measure			
3. Specific outcome measure			
3. Specific outcome measure			

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council

SUBJECT: Contract Amendments with Catholic Charities, Inc.

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract amendments, and authorize the necessary signatures.

Background: On December 18, 2012, the City of Wichita allocated homeless assistance funds from the 2012-2013 Emergency Solutions Grant (ESG) to Catholic Charities, Inc. for the operation of Harbor House (\$15,000) and St. Anthony Family Shelter (\$25,000). Additional homeless assistance funds from the supplemental allocation of 2011-2012 Emergency Solutions Grant were allocated to Harbor House (\$15,125). On January 1, 2013, contracts were executed with Catholic Charities, Inc. for each of these three allocations, for the period of January 1, 2013, through June 30, 2013. Under the terms of the contracts, all requests for reimbursement were to be submitted to the City of Wichita by July 31, 2013. Catholic Charities, Inc. has requested an amendment to extend the contract period through September 30, 2013.

Analysis: The approved activities were implemented by Catholic Charities, Inc. during the performance period ending June 30, 2013, as required under the terms of the contract. However documentation was not submitted by July 31 as specified in the contract. Extending the contract period will allow Catholic Charities, Inc. to submit required supporting documentation for expenditures incurred prior to June 30, 2013, but not previously submitted for reimbursement.

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

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

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

Attachments:

Contract amendment, Catholic Charities (Harbor House)
Contract amendment, Catholic Charities (St. Anthony Family Shelter)
Contract amendment, Catholic Charities (Harbor House, supplemental allocation)

**First Amendment to the
Contract Agreement between
The City of Wichita Housing and Community Services Department and
Catholic Charities, Inc. Diocese of Wichita (Harbor House)**

THIS CONTRACT AMENDMENT is executed this 20th day of August, 2013 by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and Catholic Charities, Inc. – Diocese of Wichita (hereinafter the “Subrecipient”).

WITNESSETH THAT:

WHEREAS, on December 18, 2012 the City of Wichita allocated \$15,000 from the 2012-2013 annual allocation of Emergency Solutions Grant funds for the execution of an approved homeless assistance shelter activity; and

WHEREAS, on January 1, 2013 the above named entities were parties to a Contract Agreement with budget detail in the amount of \$15,000, and a contract period ending June 30, 2013; and

WHEREAS, the above named parties now wish to modify and amend said Contract for the purposes of extending the contract period;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1st day of January, 2013 are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- **Part A, Section 2.3, Contract Completion Date**: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on **September 30, 2013**.
- **Part A, Section 3.8, Close-out Reimbursement**: Closeout billings are to be submitted by September 1, 2013. If not submitted, the unexpended funds shall revert to the City of Wichita.
- **Part B, Contract Period**: January 1, 2013 – September 30, 2013

SUBRECIPIENT

Melissa Grelinger, Interim Executive
Director

Catholic Charities, Inc. – Diocese of
Wichita

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita

**First Amendment to the
Contract Agreement between
The City of Wichita Housing and Community Services Department and
Catholic Charities, Inc. Diocese of Wichita (Harbor House, Supplemental allocation)**

THIS CONTRACT AMENDMENT is executed this 20th day of August, 2013 by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and Catholic Charities, Inc. – Diocese of Wichita (hereinafter the “Subrecipient”).

WITNESSETH THAT:

WHEREAS, on December 18, 2012 the City of Wichita allocated \$15,125 from the 2011-2012 supplemental allocation of Emergency Solutions Grant funds for the execution of an approved homeless assistance shelter activity; and

WHEREAS, on January 1, 2013 the above named entities were parties to a Contract Agreement with budget detail in the amount of \$15,125, and a contract period ending June 30, 2013; and

WHEREAS, the above named parties now wish to modify and amend said Contract for the purposes of extending the contract period;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1st day of January, 2013 are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- **Part A, Section 2.3, Contract Completion Date**: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on **September 30, 2013**.
- **Part A, Section 3.8, Close-out Reimbursement**: Closeout billings are to be submitted by September 1, 2013. If not submitted, the unexpended funds shall revert to the City of Wichita.
- **Part B, Contract Period**: January 1, 2013 – September 30, 2013

SUBRECIPIENT

Melissa Grelinger, Interim Executive
Director

Catholic Charities, Inc. – Diocese of
Wichita

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita

**First Amendment to the
Contract Agreement between
The City of Wichita Housing and Community Services Department and
Catholic Charities, Inc. Diocese of Wichita (St. Anthony Family Shelter)**

THIS CONTRACT AMENDMENT is executed this 20th day of August, 2013 by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and Catholic Charities, Inc. – Diocese of Wichita (hereinafter the “Subrecipient”).

WITNESSETH THAT:

WHEREAS, on December 18, 2012 the City of Wichita allocated \$25,000 from the 2012-2013 annual allocation of Emergency Solutions Grant funds for the execution of an approved homeless assistance shelter activity; and

WHEREAS, on January 1, 2013 the above named entities were parties to a Contract Agreement with budget detail in the amount of \$25,000, and a contract period ending June 30, 2013; and

WHEREAS, the above named parties now wish to modify and amend said Contract for the purposes of extending the contract period;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1st day of January, 2013 are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- **Part A, Section 2.3, Contract Completion Date**: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on **September 30, 2013**.
- **Part A, Section 3.8, Close-out Reimbursement**: Closeout billings are to be submitted by September 1, 2013. If not submitted, the unexpended funds shall revert to the City of Wichita.
- **Part B, Contract Period**: January 1, 2013 – September 30, 2013

SUBRECIPIENT

Melissa Grelinger, Interim Executive
Director

Catholic Charities, Inc. – Diocese of
Wichita

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council

SUBJECT: Contract Amendment with United Way of the Plains

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the budget adjustments to the 2012-2013 Emergency Solutions Grant allocations and authorize the contract amendment and necessary signatures.

Background: On May 1, 2012, the City of Wichita allocated \$1,500 from 2012-2013 Emergency Solutions Grant (ESG) funds to the United Way of the Plains (UWP) for the administration of the homeless management information system (HMIS). This system is required by the U.S. Department of Housing and Urban Development for record-keeping purposes. The Council action also allocated \$28,440 for rapid re-housing activities.

Analysis: Over the course of the program year, the license and maintenance fees associated with HMIS administration have exceeded the amount budgeted by \$2,000. The HEARTH Act requires the City of Wichita to provide for the administration of a homeless management information system. All ESG-funded providers in the Continuum of Care in our community are required to enter client-service data into HMIS. The increase in license and maintenance fees is a result of increased participation to meet the federal requirements.

During the same period spending in the rapid re-housing program has been slower than anticipated. Staff is therefore recommending reducing the rapid re-housing allocation by \$2,000 and transferring that amount to HMIS program administration and amending the contract amendment with UWP to increase the amount allocated for HMIS by that amount. The new allocations will be \$26,440 for rapid re-housing and \$3,500 for HMIS program administration. The modifications will not negatively impact either program.

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

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

Recommendations/Actions: It is recommended that the City Council approve the budget adjustments to the 2012-2013 Emergency Solutions Grant allocations and authorize the contract amendment and necessary signatures.

Attachments: Contract amendment.

**First Amendment to the
Contract Agreement between
The City of Wichita Housing and Community Services Department and
United Way of the Plains**

THIS CONTRACT AMENDMENT is executed this 20th day of August, 2013 by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and the United Way of the Plains, (hereinafter called the Subrecipient).

WITNESSETH THAT:

WHEREAS, on May 1, 2012 the City of Wichita allocated \$1,500 from the 2012-2013 annual allocation of Emergency Solutions Grant funds for the administration of a Homeless Management Information System (HMIS) for the Continuum of Care in our community, as required by HUD for all recipients of these funds; and

WHEREAS, on January 1, 2013 the above named entities were parties to a Contract Agreement with budget detail in the amount of \$1,500, and a contract period ending June 30, 2013; and

WHEREAS, the above named parties now wish to modify and amend said Contract for the purposes of modifying the budget amount and extending the contract period;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1st day of January, 2013 are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- **Part A, Section 2.3, Contract Completion Date**. Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on December 30, 2013.
- **Part A, Section 3.2, Total of Payments**. Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$3,500.
- **Part A, Section 3.8, Close-out Reimbursement**: Closeout billings are to be submitted by December 1, 2013. If not submitted, the unexpended funds shall revert to the City of Wichita.
- **Part B, Performance Period**: January 1, 2013 - December 1, 2013
- **Part B, Contract Period**: January 1, 2013 – December 31, 2013
- **Part B, Performance Criteria and Objectives, Funding**: It is mutually agreed by and between the City and the Subrecipient that an additional allocation of an amount not to exceed \$3,500 will be added to the current contract HMIS Administration. Any costs in excess \$3,500 are the responsibility of the Subrecipient.

SUBRECIPIENT

Patrick Hanrahan, President
United Way of the Plains

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for July 2013
DATE: August 7, 2013

The following claims were approved by the Law Department during the month of July 2013.

Doze, Charles	\$ 93.07
Ruedy, David	\$244.64
Voth, Terry	\$500.00

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

cc: Robert Layton
Shawn Henning

Senior Management Expenses
For the Quarter Ended June 30, 2013

Employee by Department	Purpose	Amount
City Manager Office		
Cathy Holdeman, Assistant City Manager	KS City & County Management Conference, Lawrence, KS	\$ 659.33
Finance		
Shawn Henning, Director of Finance	Government Finance Officers Association Conference, San Francisco, CA	2,116.50
Housing & Community Services		
Mary K. Vaughn, Director of Housing & Community Services	Annual Conference of Mayors, Las Vegas, NV	1,228.90
Law		
Gary Rebenstorf, Director of Law	International Municipal Lawyers Association, Washington DC	2,002.27
Gary Rebenstorf, Director of Law	International Municipal Lawyers Association Top 50 Meeting, St Louis, MO	1,024.44
Public Works & Utilities		
Joe Pajor, Deputy Director of Public Works & Utilities	American Public Works Association Conference, Lawrence, KS	451.88
Gary Janzen, City Engineer	Transportation Conference, Manhattan, KS	96.50
Gary Janzen, City Engineer	American Public Works Association Conference, Lawrence, KS	167.20
Gary Janzen, City Engineer	KS Society of Professional Engineers Conference, Mayetta, KS	307.50
Airport		
Victor White, Director of Airports	American Association of Airport Executives Conference, Reno, NV	2,419.66
Total		\$ 10,474.18

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council Members

SUBJECT: General Obligation Temporary Note Sale

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: The City is planning to offer for sale, three series of General Obligation Temporary Notes in an approximate amount of \$83,545,000 million (Series 249, 260 and 262). The public sale of the notes is scheduled for 10:00 a.m. Central Daylight Time on September 17, 2013, at which time bids will be received and the City Council will award the sale of the notes to the bidders whose proposed interest rates result in the lowest overall cost to the City.

Analysis: The sale of temporary notes allows short-term financing of improvements that shall be permanently financed through the issuance of bonds, pay-as-you-go financing or other sources.

The proceeds from the sale of the Series 249 and 260 Temporary Notes will be used to provide interim financing for City-at-large projects, Airport projects, improvement district projects, public improvement projects and improvements related to Tax Increment Financing (TIF) Districts. The proceeds from the sale of the Series 262 Temporary Notes will be used to provide interim financing for Exempt Facility Airport projects. Temporary Note Series 249 will be issued in a principal amount of approximately \$9,680,000 and is taxable under Federal law due to the nature of the TIF, Facade and Airport improvements being financed. Temporary Note Series 260 will be issued in a principal amount of approximately \$29,665,000. Temporary Note Series 262 will be issued in a principal amount of approximately \$44,200,000 and is subject to Alternative Minimum Tax.

Financial Considerations: The Series 249, 260 and 262 Temporary Notes will mature on October 15, 2014 and may be called for redemption and payment prior to maturity on and after February 11, 2014. The temporary notes will be retired using the proceeds of permanent financing bonds, renewal notes and/or from current revenues of the City available for such purpose.

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

Recommendations/Actions: It is recommended the City Council adopt the resolution: 1) authorizing the general obligation temporary note sale; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Mayor or the Director of Finance; 3) finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement; 4) authorizing distribution of the

Page Two
August 20, 2013
General Obligation Temporary Note Sale

Notice of Sale; and 5) authorizing City staff, in consultation with Bond Counsel to take such further action reasonably required to implement this Resolution.

Attachments: Resolution
Official Notice of Sale

RESOLUTION NO. 13-156

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

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

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

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

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

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

<u>Description</u>	<u>Series</u>
General Obligation Temporary Notes	260
General Obligation Temporary Notes (Subject to AMT)	262
Taxable General Obligation Temporary Notes	249

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

Section 2. The Preliminary Official Statement relating to the Notes, is hereby approved in substantially the form presented to the Governing Body this date, with such changes or additions as the Mayor or Director of Finance shall deem necessary and appropriate, and such officials and other representatives of the City are hereby authorized to use such document in connection with the public sale of the Notes.

Section 3. The Director of Finance, in conjunction with Bond Counsel, is hereby authorized and directed to give notice of said sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in said Notice of Note Sale, and shall be delivered to the Governing Body at its meeting to be held on the date of such sale, at which meeting the Governing Body shall review such bids and shall award the sale of the Notes or reject certain or all proposals.

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

Section 5. The Mayor, Director of Finance, Clerk, the City Attorney and the other officers and representatives of the City and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

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

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas, on August 20, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

August 20, 2013

To:

Re: City of Wichita, Kansas: General Obligation Temporary Notes, Series 260; General Obligation Temporary Notes, Series 262 (subject to AMT) and Taxable General Obligation Temporary Notes, Series 249 (collectively, the "Notes")

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

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

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

By: _____
Shawn Henning, Director of Finance

CITY OF WICHITA, KANSAS

OFFICIAL NOTICE OF NOTE SALE

<i>Principal Amount*</i>	<i>Description</i>	<i>Series</i>	<i>Reference</i>
\$29,665,000	General Obligation Temporary Notes	260	“Series 260 Notes”
\$44,200,000	General Obligation Temporary Notes (Subject to AMT)	262	“Series 262 Notes”
\$9,680,000	Taxable General Obligation Temporary Notes	249	“Series 249 Notes”

Bids. *Separate* electronic bids for the purchase of each series of the above-referenced notes (collectively, the “Notes”) of the City of Wichita, Kansas (the “City”) herein described will be received by the Director of Finance of the City via **PARITY**[®] until 10:00 a.m., Central Daylight Time (the “Submittal Hour”), on

TUESDAY, SEPTEMBER 17, 2013

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of each series of the Notes to the successful bidders (collectively, the “Successful Bidder”) will be acted upon by the City Council (the “Governing Body”) of the City as soon thereafter as may be practical at its meeting to be held on the Sale Date in the Council Chamber at City Hall. No oral, auction, facsimile or other written bids will be considered and no bid for less than the entire principal amount of the Notes will be considered. Other capitalized terms not otherwise defined in this Notice of Note Sale (the “Notice”) shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

Each series of Notes shall be sold separately, and bidders may bid on any series of Notes.

Terms of the Notes

General. The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”), will be dated October 15, 2013 (the “Dated Date”) and will become due on the payment dates and in the principal amounts as follows:

Series Designation	Stated Maturity	Principal Amount*
260	10/15/2014	\$29,665,000
262	10/15/2014	44,200,000
249	10/15/2014	9,680,000

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

***Adjustment of Principal Amounts.** The City reserves the right to adjust the total principal amount of any series of the Notes, depending on the purchase price bid by the Successful Bidder, amounts necessary to pay for interest on the Notes to the initial Interest Payment Date and amounts necessary to

finance the public improvements to be financed thereby. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Notes as described herein. If there is an adjustment in the final aggregate principal amount of any series of the Notes as described above, the City will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., central daylight time, on the Sale Date. The actual purchase price for each series of the Notes shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the series of Notes, as adjusted.

Place of Payment and Registration

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

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

Book-Entry-Only System

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

Redemption Provisions - General

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

Optional Redemption. At the option of the City, the Notes will be subject to redemption and payment prior to maturity on February 11, 2014 and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

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

Authority, Purpose and Security

General. The Notes are being issued pursuant to the Constitution and statutes of the State of Kansas, as amended by Charter Ordinances of the City.

Notes. The Series 260 Notes are being issued to provide interim financing for various internal improvement projects of the City. The Series 262 Notes are being issued to provide interim financing for a portion of the costs to construct and equip a new aviation terminal for the City and other airport improvements (the "Airport Improvements"). The Series 249 Notes are being issued to provide interim financing for a portion of the costs of certain tax increment projects, facade improvement projects and for Airport Improvements. The Notes shall be general obligations of the City payable as to both principal and interest, in part from special assessments, or from the proceeds of general obligation bonds of the City, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

Submission of Bids

General. *Separate bids shall be submitted for each series of the Notes, which shall be sold separately.* Bidders may bid on any or all series of the Notes. All bids shall be submitted electronically via PARITY[®] and must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice. If provisions of this Notice conflict with those of PARITY[®], this Notice shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit

(as hereinafter defined), which shall be submitted separately. The City shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. Information about the electronic bidding services of PARITY® may be obtained from Ipreo at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids

General. Separate proposals will be received on each series of the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes of each series; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 6%; and (c) no supplemental interest payments will be considered. No bid shall be for less than **100%** of the principal amount of each series of the Notes will be considered. Each bid shall specify: (a) the total interest cost (expressed in dollars) during the term of the Notes on the basis of such bid; (b) the purchase price offered by the bidder; (c) the net interest cost (expressed in dollars) on the basis of such bid; and (d) average annual net interest rate (expressed as a percentage) on the basis of such bid. Each bidder shall certify to the City the correctness of the information contained of each bid and the City will be entitled to rely on such certification. **Each bidder shall certify to the Issuer the correctness of the information contained on the bid form. In addition, each bidder for the Series 262 Notes shall certify that the total compensation to such bidder based on such bid will not exceed 0.75% of the aggregate offering price of the Series 262 Notes. The Issuer will be entitled to rely on such certifications.** . Each bidder agrees that, if it is awarded any series of the Notes, it will provide the certification as to initial offering prices described under the caption “Certification as to Offering Price” in this Notice.

Good Faith Deposit

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

Deposit Submission Details.

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

(b) *Financial Surety Bond.* Any financial surety bond (the “Surety Bond”) must be issued by an insurance or surety company rated “AA” by Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc., or “Aa” by Moody’s Investors Service and licensed to issue such a Surety Bond in the State of Kansas, and shall identify each bidder whose Deposit is guaranteed by such Surety Bond. Notice of the issuance of such Surety Bond shall be given by the issuer thereof via email transmission to the Director of Finance at the address set forth on the last page of this Notice. If the sale a series of the Notes is awarded to a bidder utilizing a Surety Bond, the Successful Bidder is required to submit to the City a cashier’s or certified check or wire transfer of immediately available federal funds to such financial institution requested by the City, not later than 2:00 p.m., Central Daylight Time on the next business day following the Sale Date. If such funds are not received by such time, the Surety Bond may be drawn on by the City to satisfy the Deposit requirement.

(c) *Wire Transfer.* Any wire transfer shall be submitted to a financial institution designated by the City, and wire transfer instructions may be obtained from the Debt Coordinator at the address set forth on the last page of this Notice. ***Each wire transfer Deposit must reference “City of Wichita, Kansas, Good Faith Deposit, Series 260, 262 or 249.”*** Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Director of Finance or Debt Coordinator at the email address set forth on the last page of this Notice, including the following information: (i) notification that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the name of the bidder for which the wire transfer is to be credited as a Deposit, (v) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary’s name on the wire instructions; and (vi) return wire transfer instructions in the event such bid is unsuccessful.

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

Basis of Award

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

Note Award. The award of a series of Notes will be made on the basis of the lowest net interest cost (expressed in dollars), which will be determined by subtracting the amount of the premium bid, if any, from the total interest cost to the City (“NIC”). The City will compute the NIC based on such bids. If there is any discrepancy between the NIC specified and the interest rates specified, the specified NIC shall govern and the interest rates specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest NIC are received, the Governing Body will determine which bid, if any, will be accepted, and its determination is final.

Ratings

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

Bond Insurance

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

CUSIP Numbers

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

Delivery and Payment

The City will pay for printing the Notes and will deliver the Notes properly prepared, executed and registered without cost on or about **OCTOBER 15, 2013**, at DTC for the account of the Successful Bidder. Each Successful Bidder will be furnished with a certified transcript of the proceedings in CD-ROM format evidencing the authorization and issuance of such series of Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be received by 12:00 noon, Central Daylight Time, on the delivery date, in Federal Reserve funds immediately available for use by the City. The City will deliver one Note for each series of Notes registered in the nominee name of DTC.

Reoffering Prices

The Successful Bidder for each series of Notes will be required to complete, execute and deliver to the City prior to the delivery of the Notes, a written certification (the "Issue Price Certificate") containing the following: (a) the initial offering price and interest rate for each series of the Notes; (b) that all of the Notes of each series were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of each maturity of a series of the Notes would be sold to the "public" at prices not higher

than the initial offering prices. For purposes of the preceding sentence “public” means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale the public. *Subsequent to the Submittal Hour, such initial offering prices to the public for the Notes shall be provided to the City not more than 20 minutes after requested by the City.*

At the request of the City, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder’s Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) with respect to the Series 260 Notes and Series 262 Notes, or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the City pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement

The Governing Body has authorized and directed the preparation of a Preliminary Official Statement dated August 20, 2013, “deemed final” by the City except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12, copies of which may be obtained by contacting the Department of Finance at the address set forth on the last page of this Notice or by visiting www.onlinemuni.com. Authorization is hereby given to redistribute this Notice and the Preliminary Official Statement, but this entire Notice and the entire Preliminary Official Statement, and not portions thereof, must be redistributed. Upon the sale of the Notes, the City will prepare the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board (collectively the “Rules”). The City's acceptance, including electronic acceptance through PARITY[®], of the Successful Bidder's proposal for the purchase of each series of the Notes in accordance with this Notice shall constitute a contract between the City and the Successful Bidder for purposes of the Rules. The City designates the senior managing underwriter of any syndicate of the Successful Bidder as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder submitting a bid for the purchase of the Notes agrees thereby that if such bid is accepted: (a) it shall accept such designation, and (b) it shall enter into a contractual relationship with all participating underwriters of the Notes for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure

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

Assessed Valuation and Indebtedness

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

Legal Opinion

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

Additional Information

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

Ms. Shawn Henning
Director of Finance
Phone: (316) 268-4300
Fax: (316) 858-7520
Email: shenning@wichita.gov

Ms. Catherine Gilley
Debt Coordinator
Phone: (316) 268-4143
Fax: (316) 858-7520
cgilley@wichita.gov

**BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON
AUGUST 20, 2013.**

By: /s/ Carl Brewer
Carl Brewer, Mayor

(Seal)

ATTEST:

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

CITY OF WICHITA
City Council Meeting
August 20, 2013

TO: Mayor and City Council

SUBJECT: Acquisition by Eminent Domain of Tracts Required for the East Kellogg Freeway Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

Background: On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (US Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway with one way frontage roads on each side of the highway and interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate Highway 35). To facilitate the project, it is necessary to acquire two parcels as temporary easements during construction which will allow for the installation of a sanitary sewer line.

Analysis: To date, neither tract has been acquired. Due to the timing of the project, it is necessary to initiate eminent domain at this time. Staff will continue to negotiate with the owners. As agreements are reached or title is cleared, tracts will be deleted from the eminent domain action.

Financial Considerations: The cost of these acquisitions will be paid for with General Obligation Bonds.

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

Recommendation/Action: It is recommended that the City Council adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisitions.

Attachments: Tract list, condemnation resolution and condemnation ordinance.

PUBLISHED IN THE WICHITA EAGLE ON

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE IMPROVEMENT OF THE KELLOGG FREEWAY BETWEEN CYPRESS STREET AND CHATEAU STREET IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

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

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the development of infrastructure associated with the improvement of the Kellogg Freeway between Cypress Street and Chateau Street in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Temporary construction easements for driveway, drainage and road construction in and to the following-described tracts, to-wit:

A parcel of land lying in Lot 1, East Turnpike Entrance Addition to Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Beginning at the northwest corner of a 10 foot wide Sanitary Sewer Easement as recorded in DOC.#/FLM-PG: 28796869 with the Sedgwick County Register of Deeds; thence north along the west line of said Lot 1, 20 feet; thence east parallel with and 20 feet north of the north line of said Sanitary Sewer Easement 434.8 feet to a point 20 feet west of the east line of said Lot 1; thence north parallel with and 20 feet west of the east line of said Lot 1, 166.2 feet to the north line of Parcel B as recorded in Film 1384, Page 0840; thence east along said north line 10 feet to the west line of a platted 10 foot utility easement; thence south along said west line 186.4 feet to the north of line of said Sanitary Sewer Easement; thence west along said north line 446 feet to the Point of Beginning.

and

A parcel of land lying in Lot 1, E.M. Steven's 4th Addition to Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The north 20 feet of the south 107 feet of the east 45 feet of the west 75 feet of Lot 1, E.M. Steven's 4th Addition to Wichita, Kansas, Sedgwick County, Kansas.

Said easements will be for a term of three years or 60 days after project completion, whichever is earlier. Access shall be available to the subject properties throughout the easement term.

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita.

SECTION 6. That 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 _____ day of, _____ 2013.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

PUBLISHED IN THE WICHITA EAGLE ON _____

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PRIVATE PROPERTY FOR THE USE OF THE CITY OF WICHITA IN CONNECTION WITH THE PLANNED IMPROVEMENT OF THE KELLOGG FREEWAY BETWEEN CYPRESS STREET AND CHATEAU STREET IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS;

WHEREAS, the governing body has previously authorized the study and the preliminary design of certain improvements for public right-of-way of the Kellogg Freeway from Cypress Street to Chateau Street in the City of Wichita; and

WHEREAS, such study and preliminary design has identified the need to acquire several parcels of private property in order to properly complete such improvements; and

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

SECTION 1. The governing body hereby declares it to be necessary to acquire certain private property in connection with improvement of the Kellogg Freeway from Cypress Street to Chateau Street.

SECTION 2. The City Engineer is directed to make or cause to be made a survey and description of the lands and/or interests to be acquired and to have such survey and description filed with the City Clerk.

SECTION 3. That this Resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2013.

CITY OF WICHITA:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

East Kellogg Sanitary Sewers

Acquisition Status

<u>Tract</u>	<u>Property Address/Key Number</u>	<u>Tract Owner</u>	<u>Take Size</u>	<u>Type</u>	<u>Occupancy</u>	<u>Status</u>
1	C-37025	AZ Wichita Lots LLC	10,572 SF	Land	Owner	Pending
2	C-50958	Discount Auto Sales Inc	900 SF	Commerical	Owner	Pending

RESOLUTION NO. 13-156

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

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

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

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

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

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

<u>Description</u>	<u>Series</u>
General Obligation Temporary Notes	260
General Obligation Temporary Notes (Subject to AMT)	262
Taxable General Obligation Temporary Notes	249

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

Section 2. The Preliminary Official Statement relating to the Notes, is hereby approved in substantially the form presented to the Governing Body this date, with such changes or additions as the Mayor or Director of Finance shall deem necessary and appropriate, and such officials and other representatives of the City are hereby authorized to use such document in connection with the public sale of the Notes.

Section 3. The Director of Finance, in conjunction with Bond Counsel, is hereby authorized and directed to give notice of said sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in said Notice of Note Sale, and shall be delivered to the Governing Body at its meeting to be held on the date of such sale, at which meeting the Governing Body shall review such bids and shall award the sale of the Notes or reject certain or all proposals.

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

Section 5. The Mayor, Director of Finance, Clerk, the City Attorney and the other officers and representatives of the City and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

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

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 20, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

EXHIBIT A
CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

August 20, 2013

To:

Re: City of Wichita, Kansas: General Obligation Temporary Notes, Series 260; General Obligation Temporary Notes, Series 262 (subject to AMT) and Taxable General Obligation Temporary Notes, Series 249 (collectively, the "Notes")

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

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

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

By: _____
Shawn Henning, Director of Finance

ORDINANCE NO. 49-565

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE IMPROVEMENT OF THE KELLOGG FREEWAY BETWEEN CYPRESS STREET AND CHATEAU STREET IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

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

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the development of infrastructure associated with the improvement of the Kellogg Freeway between Cypress Street and Chateau Street in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Temporary construction easements for driveway, drainage and road construction in and to the following-described tracts, to-wit:

A parcel of land lying in Lot 1, East Turnpike Entrance Addition to Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Beginning at the northwest corner of a 10 foot wide Sanitary Sewer Easement as recorded in DOC.#/FLM-PG: 28796869 with the Sedgwick County Register of Deeds; thence north along the west line of said Lot 1, 20 feet; thence east parallel with and 20 feet north of the north line of said Sanitary Sewer Easement 434.8 feet to a point 20 feet west of the east line of said Lot 1; thence north parallel with and 20 feet west of the east line of said Lot 1, 166.2 feet to the north line of Parcel B as recorded in Film 1384, Page 0840; thence east along said north line 10 feet to the west line of a platted 10 foot utility easement; thence south along said west line 186.4 feet to the north of line of said

Sanitary Sewer Easement; thence west along said north line 446 feet to the Point of Beginning.

and

A parcel of land lying in Lot 1, E.M. Steven's 4th Addition to Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The north 20 feet of the south 107 feet of the east 45 feet of the west 75 feet of Lot 1, E.M. Steven's 4th Addition to Wichita, Kansas, Sedgwick County, Kansas.

Said easements will be for a term of three years or 60 days after project completion, whichever is earlier. Access shall be available to the subject properties throughout the easement term.

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita.

SECTION 6. That 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 27th day of, August 2013.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council

SUBJECT: Reconstruction of Old Lawrence Road Bridge (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the concept design agreement and place the ordinance on first reading.

Background: The 2011-2020 Adopted Capital Improvement Program includes funding for reconstruction of a bridge on Old Lawrence Road, north of I-235/K-96. On July 31, 2013, the Staff Screening and Selection Committee interviewed two of four consulting firms that responded the City's Request for Proposals. TranSystems was selected to design the bridge based on previous experience working within the tributary area and the evaluation of construction coordination needs with the adjacent Sedgwick County bridge project.

Analysis: The proposed initial agreement between the City and TranSystems provides for development of design concepts for the bridge. Upon approval of a design concept by the District VI Advisory Board, the project will be returned to the City Council for approval of the same, and the final design fee.

In addition, projects receiving over \$100,000 of federal funding that are programmed in the Wichita Area Metropolitan Planning Organization (WAMPO) Transportation Improvement Program (TIP) will be assessed a TIP fee per the WAMPO Fiscal Agreement that the Wichita City Council approved on June 11, 2013. Federal funding in the amount of \$320,000 is available for construction through the Federal Surface Transportation Program. The TIP fee is equal to one percent of the federal construction funding amount, making the fee for this project \$3,200.

Financial Considerations: The concept design fee is \$16,000 and the TIP fee is \$3,200, for a total of \$19,200. The current CIP includes General Obligation bond funding of \$50,000 in 2012, all of which is requested at this time to cover the TIP fee, consultant design fees (concept and final), and Engineering staff, administration, and finance costs.

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

Recommendation/Actions: It is recommended that the City Council approve the agreement, place the ordinance on first reading, and authorize the necessary signatures.

Attachments: Map, budget sheet, agreement, and ordinance.

132019

First Published in the Wichita Eagle August 30, 2013

ORDINANCE NO. 49-563

AN ORDINANCE DECLARING **THE OLD LAWRENCE ROAD BRIDGE NORTH OF 1-235 AND K-96 FREEWAY (472-85116)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION 1. That **The Old Lawrence Road Bridge north of 1-235 and K-96 Freeway (472-85116)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **The Old Lawrence Road Bridge north of 1-235 and K-96 Freeway (472-85116)** as a main trafficway in the following particulars:

The concept design of a bridge as necessary for a major traffic facility.

SECTION 3. The cost of the above described improvement is estimated to be **Fifty Thousand Dollars (\$50,000)** exclusive of interest on financing and administrative and financing costs. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, 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 27th day of August, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Project Request

CIP Non-CIP CIP YEAR: 2012 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

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

FUND: 400 Street Improvements SUBFUND: 415 Bridges ENGINEERING REFERENCE #: 472-85116

COUNCIL DISTRICT: 06 Council District 6 DATE COUNCIL APPROVED: Aug 20, 2013 REQUEST DATE: _____

PROJECT #: 249145 PROJECT TITLE: Old Lawrence Road Bridge

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Old Lawrence Road Bridge

OCA #: 715729 OCA TITLE: Old Lawrence Road Bridge

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

PROJECT MANAGER: Mike Armour PHONE #: 268-4598

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9720 G.O. Bonds	\$50,000.00	2999 Contractuals	\$500,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$50,000.00

EXPENSE TOTAL: \$500,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____

DATE: _____

DEPARTMENT HEAD: *Alan ...*

DATE: 8/7/13

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council

SUBJECT: Improvements to Douglas, Washington to Oliver (Districts I and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the concept design agreement and proposed budget, and place the ordinance on first reading.

Background: The 2011-2020 Adopted Capital Improvement Program (CIP) includes a project to develop a plan for improvements to Douglas Street from Washington to Oliver. On June 19, 2013, the Staff Screening and Selection Committee interviewed three of the seven consulting firms that responded to a Request for Proposals.

Baughman Company was selected to design the improvements. Previous experience working within the Douglas corridor has provided Baughman with the advantage of familiarity and readily available resources, including previous surveys and knowledge of possible utility conflicts.

Analysis: Proposed improvements to be provided by the design are as follows:

- From Washington to Grove: new curb bulb-outs, parking designations, signage, medians, landscaping, lane and street lighting improvements, as well as improved turning radii, wheelchair ramps, and new storm water inlets on designated side streets.
- Douglas and Hydraulic intersection: new traffic signals and crosswalks, new pavement and drainage.
- Douglas and Grove intersection: improved traffic signals, new pavement, drainage, and medians.
- Grove to Oliver: conceptual design for streetscape, initial corridor survey, and preliminary base map production.

The proposed initial agreement between the City and Baughman provides for development of a design concept for the improvements listed above. Upon approval of a design concept by District Advisory Board I, the project will be returned to the City Council for approval of the same and the final design fee. No funding for construction is currently available.

Financial Considerations: The concept design fee is \$90,000 and the maximum estimated final design fee is \$320,000, for a total of \$410,000. The current CIP includes \$650,000 in General Obligation bond funding in 2011 for the development phase of this project. Staff recommends initiating \$500,000 at this time to cover consultant design fees (concept and final), and Engineering staff, administration, and finance costs.

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

Recommendation/Actions: It is recommended that the City Council approve the agreement, place the ordinance on first reading, and authorize the necessary signatures.

Attachments: Map, budget sheet, agreement, and ordinance.

First Published in the Wichita Eagle August 30, 2013

ORDINANCE NO. 49-564

AN ORDINANCE DECLARING **DOUGLAS, BETWEEN WASHINGTON AND OLIVER (472-85102)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION 1. That **Douglas, between Washington and Oliver (472-85102)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Douglas, between Washington and Oliver (472-85102)** as a main trafficway in the following particulars:

The design and associated engineering and administrative fees of a roadway as necessary for a major traffic facility.

SECTION 3. The cost of the above described improvement is estimated to be **Ninety Thousand Dollars (\$90,000)** exclusive of interest on financing and administrative and financing costs. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, 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 27th day of August, 2013.

CARL BREWER, MAYOR

ATTEST:

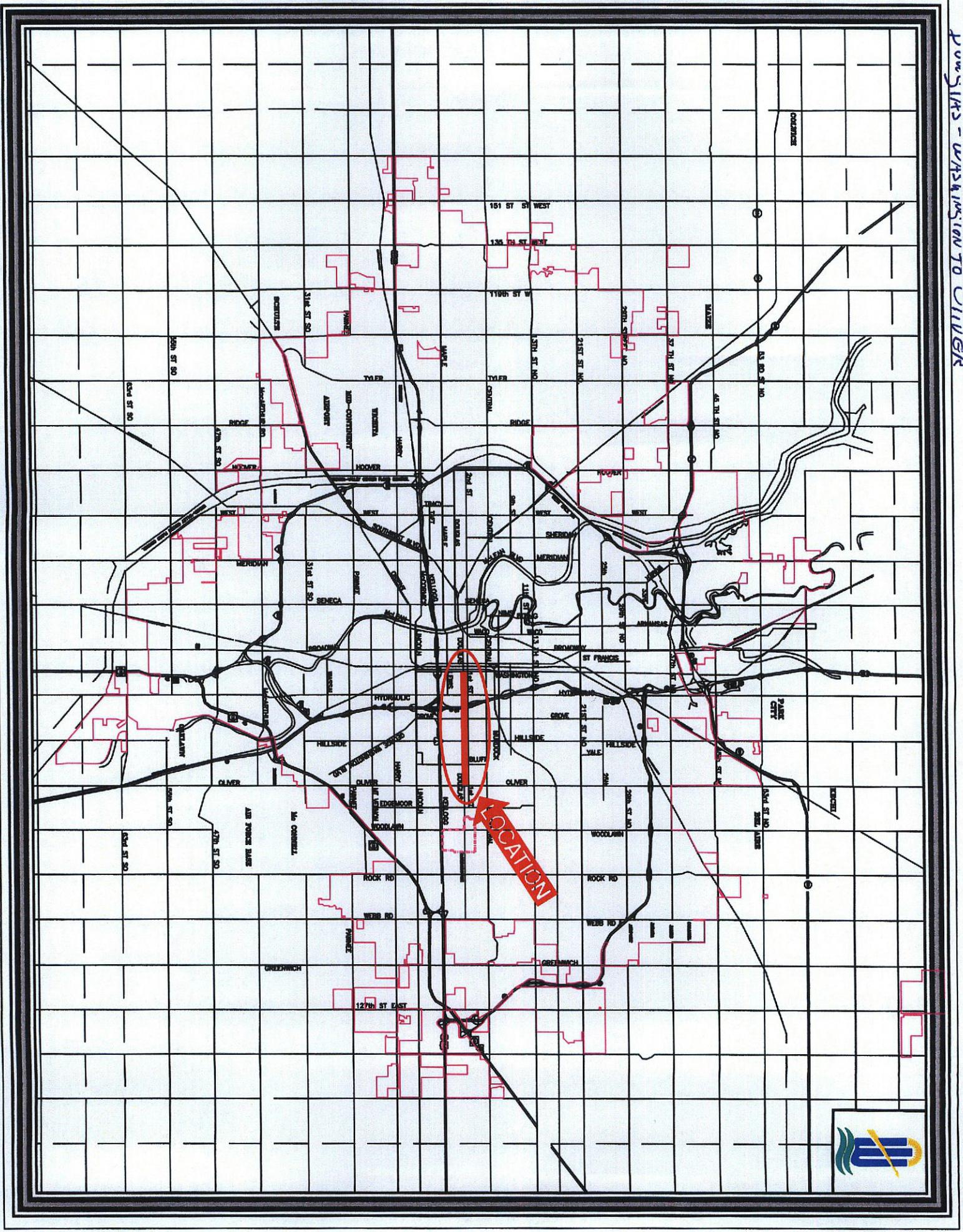
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

PURVIS STARS - WASHINGTON TO CIVILIAN



Project Request

CIP Non-CIP

CIP YEAR: 2011

CIP #: _____

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85102

COUNCIL DISTRICT: 13 Council Districts 1, 6

DATE COUNCIL APPROVED: Aug 20, 2013

REQUEST DATE: _____

PROJECT #: 211514

PROJECT TITLE: Douglas, Washington to Oliver

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Douglas, Washington to Oliver

OCA #: 707049

OCA TITLE: Douglas, Washington to Oliver

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9720 G.O. Bonds	\$500,000.00	2999 Contractuals	\$500,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

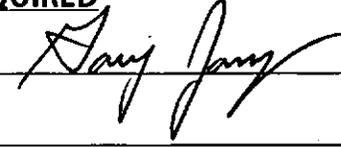
REVENUE TOTAL: \$500,000.00

EXPENSE TOTAL: \$500,000.00

NOTES: Listed in CIP as Douglas Streetscape - Final Plan (page 78, line 32)

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: 

DATE: 08/01/13

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

City of Wichita
City Council Meeting

TO: Mayor and City Council Members
SUBJECT: Irrigation Systems Replacement and Upgrade (All Districts)
INITIATED BY: Department of Park and Recreation
AGENDA: Consent

Recommendations: Approve the projects and adopt the resolution.

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council includes funding to maintain, replace or expand irrigation systems throughout Wichita's parks, right-of-ways and open spaces. A four-person crew is responsible for over 190 irrigation controllers, over 1,800 irrigation valves, and over 22,000 irrigation heads. On June 11, 2013, the City Council endorsed the City of Wichita's Internal Water Conservation Plan. The plan includes upgrading irrigation technology and reducing the amount of water used for irrigation. Due to the prior drought conditions and the Water Conservation Plan, the Park & Recreation Department is focusing future irrigation efforts on system improvements and reducing dependence on potable water. This will be accomplished through drought-tolerant plant selection, more efficient irrigation systems, expanded use of alternate water sources and rehabilitation/reactivation of existing water wells.

Analysis: Renovation and updating of central controls and system components is necessary to maintain operational and efficient irrigation systems, and comply with City and state codes. Priorities are adjusted as warranted by routine inspections and changes to regulatory codes, but it is anticipated that upgrades will be focused on athletic fields and high-use areas, including Evergreen and Dr. Glen Dey football fields, McAdams baseball fields, 33rd and Ohio soccer fields, Park Villa, Sim, A. Price Woodard and the Hyatt lawn. Compliant flowmeters and updated irrigation communication systems will increase efficiency and reduce unnecessary water consumption.

As part of the Water Conservation Plan, the Park Department will reduce potable water use by rehabilitating and/or reactivating existing water wells in other parts of the City to accommodate area irrigation systems and/or filling tree-watering tanker trucks with non-potable water. Possible wells to be reactivated include McAdams, West Douglas, Columbine, Osage and Aley parks, as well as along the US 54/400 corridor. Funds will also be used to install security enclosures over the backflow preventers to protect against metal theft and vandalism. The tanker filling system at Herman Hill Park, which uses reclaimed groundwater, will be improved to more quickly fill tree watering trucks.

Financial Considerations: The Park Capital Improvement Plan includes \$100,000 in 2012 and \$100,000 in 2013 for irrigation improvements. The funding source is General Obligation bonds.

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

Recommendation/Actions: It is recommended that the City Council approve the projects, adopt the Resolution and authorize signatures as required.

Attachments: Resolution

RESOLUTION NO. 13-158

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IRRIGATION IMPROVEMENTS.

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements as follows:

Labor, material and equipment for irrigation system components at Evergreen Park, Dr. Glen Dey Park, McAdams Park, 33rd & Ohio, Park Villa, Sim, A. Price Woodard, and Hyatt Lawn; water well renovation/rehabilitation at McAdams Park, West Douglas Park, Columbine Park, Osage Park, Aley Park and the US 54/400 corridor; tanker truck filling improvements at Herman Hill Park; security enclosures for backflow preventers of the systems.

(collectively, the “Project”) and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be completed at an estimated cost of \$200,000.

Section 2. Project Financing. The costs of the Project, interest on financing and administrative and financing costs shall be payable from the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 20, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Second Reading Ordinances for August 20, 2013 (first read on August 13, 2013)

- A. ZON2013-00015 – Zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential and MF-18 Multi-family Residential, subject to Protective Overlay #276 that restricts Lots 7 and 8, Block 2, Terradyne West Addition to single-family, two-family or three-family residential uses, on property located at the intersection of North Brookhaven Drive and East Majestic Street. (District II)**

ORDINANCE NO. 49-558

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.

- B. SUB2013-00015 Plat of K96 and Greenwich North Addition located on the east side of Greewich, south of 29th Street North. (District II)**

ORDINANCE NO. 49-559

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.

- C. Selection of Preferred Proposal for West Bank Catalyst Site. (District VI)**

ORDINANCE NO. 49-557

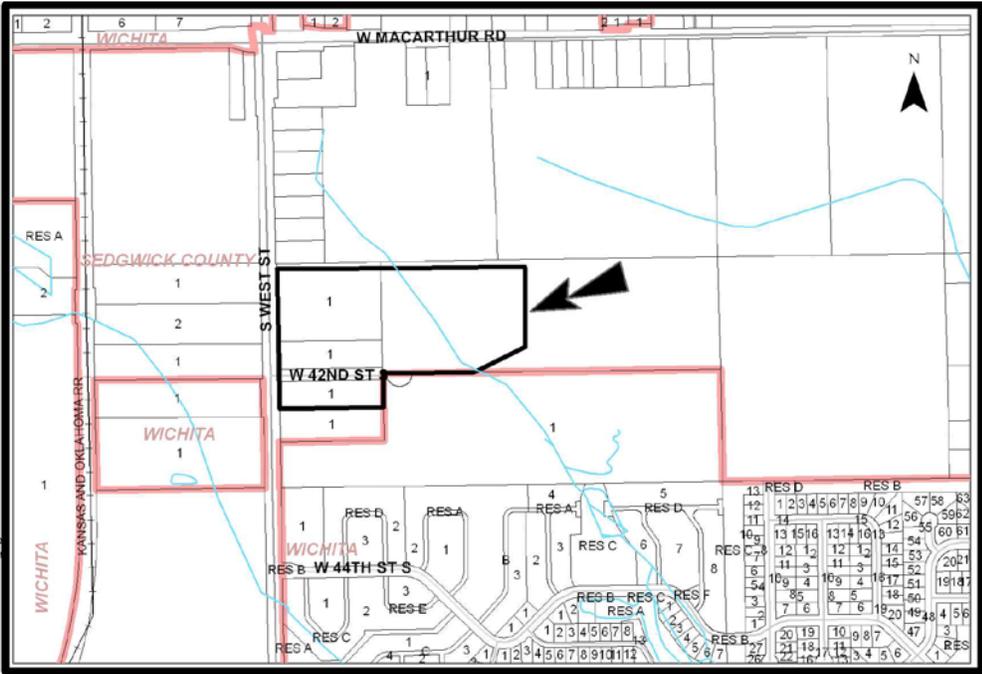
AN ORDINANCE AMENDING ORDINANCE NO. 46-407 OF THE CITY OF WICHITA, RELATING TO A NON-SUBSTANTIAL CHANGE TO THE DISTRICT PLAN FOR THE EAST BANK REDEVELOPMENT DISTRICT.

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council
SUBJECT: SUB2013-00019 -- Plat of Duling Industrial 3rd Addition located south of MacArthur Road, on the east side of West Street (District IV)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0)



Background: The site, consisting of two lots on 23.21 acres was recently annexed into the City of Wichita. A zone change (ZON2012-00034) has been approved from SF-20 Single-family Residential to LI Limited Industrial. A Protective Overlay was also approved for the site addressing permitted uses, screening, landscaping, outside storage, setbacks and signage.

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Joint Access Easement to allow for shared driveways between the lots. The applicant has submitted a Notice of Protective Overlay identifying the approved Protective Overlay and special conditions for development on the property.

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

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

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

Legal Considerations: The Law Department has reviewed and approved the Restrictive Covenant, Joint Access Easement and Notice of Protective Overlay as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and place the Ordinance on first reading.

Attachments: Restrictive Covenant.
Joint Access Easement.
Notice of Protective Overlay.
Ordinance.

COPY

RESTRICTIVE COVENANT

THIS DECLARATION is made this 23rd day of July, 2013, by Duling Family Investments, LLC, a Kansas limited liability company, and Raymond E. Duling Revocable Trust dated October 20, 2007, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Lots 1 and 2, Block A,
DULING INDUSTRIAL 3RD ADDITION,
Wichita, Sedgwick County, Kansas

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A" and "B", Duling Industrial 3rd Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserves "A" and "B" are hereby reserved for open space, lakes, landscaping, outdoor equipment and miscellaneous storage, and drainage purposes.
2. Reserve "A" shall be owned and maintained by the owner of Lot 1, Block A.
3. Reserve "B" shall be owned and maintained by the owner of Lot 2, Block A.
4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the reserves in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owner and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against either Lot 1 or Lot 2, Block A, as appropriate, in Duling Industrial 3rd Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to Lot 1 and Lot 2, Block A, in Duling Industrial 3rd Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written.

Duling Family Investments, LLC

Raymond E. Duling Revocable Trust

By: Robert J. Duling
Robert J. Duling, Manager

By: Robert J. Duling
Robert J. Duling, Co-Trustee

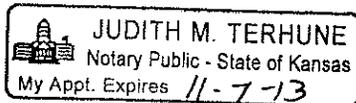
By: John T. Duling
John T. Duling, Manager

By: John T. Duling
John T. Duling, Co-Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23rd day of July, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Robert J. Duling and John T. Duling, as Managers of Duling Family Investments, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of the limited liability company.

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



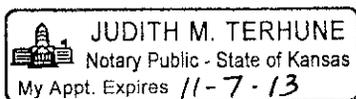
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23rd day of July, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Robert J. Duling and John T. Duling, as Co-Trustees of the Raymond E. Duling Revocable Trust dated October 20, 2007, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorff, Director of Law

COPY

GRANT OF JOINT ACCESS EASEMENT

WHEREAS, Duling Family Investments, LLC, a Kansas limited liability company, and Raymond E. Duling Revocable Trust dated October 20, 2007, are the owners of the real property hereinafter described:

Lots 1 and 2, Block A,
Duling Industrial 3rd Addition,
Wichita, Sedgwick County, Kansas

and

WHEREAS it is determined that it is in the best interests of the parties and their successors and assigns that a certain common easement, as hereinafter described, be established and conveyed for the use and benefit of all the parties hereto, their successors, assigns, and licensees.

NOW, THEREFORE, be it known that the undersigned hereby grant and convey for themselves, their successors, grantees, licensees and assignees in interest, the right to use for ingress and egress the joint access easement as hereinafter setforth.

Joint access easement for ingress and egress to Lots 1 and 2, Block A, Duling Industrial 3rd Addition, from West St., over and across the following real estate:

That part of Lots 1 and 2, Block A, Duling Industrial 3rd Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the southwest corner of said Lot 1; thence N00°01'11"W along the west line of said Lot 1, 25.00 feet; thence S89°43'31"E parallel with the lot line common to said Lots 1 and 2, 354.00 feet; thence S00°16'29"W, 25.00 feet to a point on the lot line common to said Lots 1 and 2; thence continuing S00°16'29"W, 25.00 feet; thence N89°43'31"W parallel with the lot line common to said Lots 1 and 2, 353.74 feet to a point on the west line of said Lot 2; thence N00°01'11"W along the west line of said Lot 2, 25.00 feet to the point of beginning.

It is agreed that such easement shall be a perpetual easement until and unless amended, revoked, or released by all of the parties in interest or their successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

It is further contracted and covenanted that such easement shall be for driveway, ingress, and egress purposes and such easement shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of such easement for the purposes herein setforth. Maintenance of said easements shall be in the mutual interests and responsibilities to all party's interest and their successors, heirs, and/or assigns.

In testimony whereof the undersigned has set their hands this 23rd day of July, 2013.

Duling Family Investments, LLC

Raymond E. Duling Revocable Trust

By: Robert J. Duling
Robert J. Duling, Manager

By: Robert J. Duling
Robert J. Duling, Co-Trustee

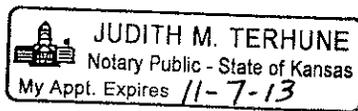
By: John T. Duling
John T. Duling, Manager

By: John T. Duling
John T. Duling, Co-Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23rd day of July, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Robert J. Duling and John T. Duling, as Managers of Duling Family Investments, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of the limited liability company.

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



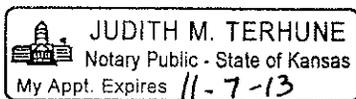
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23rd day of July, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Robert J. Duling and John T. Duling, as Co-Trustees of the Raymond E. Duling Revocable Trust dated October 20, 2007, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorf, Director of Law

COPY

NOTICE OF PROTECTIVE OVERLAY

THIS NOTICE made this 23rd day of July, 2013, by Duling Family Investments, LLC, a Kansas limited liability company and Raymond E. Duling Revocable Trust dated October 20, 2007, hereinafter collectively called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

Lots 1 and 2, Block A,
DULING INDUSTRIAL 3RD ADDITION,
Wichita, Sedgwick County, Kansas

and

WHEREAS, Declarants are desirous to file notice that a zoning protective overlay approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved protective overlay (P-O #271) per zone change case ZON2012-00034 has placed restrictions on the use and requirements of the development of the above-described real property. This protective overlay shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Duling Industrial 3rd Addition.

EXECUTED the day and year first written above.

Duling Family Investments, LLC

Raymond E. Duling Revocable Trust

By: Robert J. Duling
Robert J. Duling, Manager

By: Robert J. Duling
Robert J. Duling, Co-Trustee

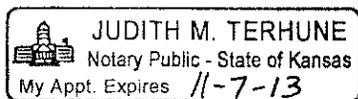
By: John T. Duling
John T. Duling, Manager

By: John T. Duling
John T. Duling, Co-Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23rd day of July, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Robert J. Duling and John T. Duling, as Managers of Duling Family Investments, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of the limited liability company.

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



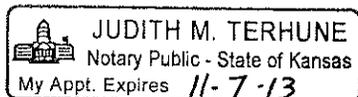
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23rd day of July, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Robert J. Duling and John T. Duling, as Co-Trustees of the Raymond E. Duling Revocable Trust dated October 20, 2007, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorf, Director of Law

Published in The Wichita Eagle on August 30, 2013

ORDINANCE NO. 49-561

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

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00034

Zone change request from SF-20 Single-family Residential to LI Limited Industrial subject to Protective Overlay #271, on property described as:

Duling Industrial 3rd Addition, Wichita, Sedgwick County, Kansas.

Generally located south of MacArthur Road, on the east side of West Street.

SUBJECT TO THE FOLLOWING PROVISIONS OF PO #271:

1. All uses permitted by right in the "LI" Limited Industrial zoning district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, boarding/breeding/training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city or the county; tattooing and body piercing facility (city); tavern and drinking establishment; asphalt or concrete plant, limited and general; and grain storage.
2. Screening shall be per Unified Zoning Code; however, any fences or walls shall be constructed of a consistent pattern and color.
3. Landscaping will be per the Landscape Ordinance.
4. Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards: (1) no outdoor storage or work areas shall be permitted in any building setback; (2) no required off-street parking space or loading area shall be utilized for storage; and (3) items stored outdoors shall be screened from view from West Street or any residentially zoned property.
5. Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air conditioning and mechanical equipment, free-standing coolers or refrigeration units, outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along West Street and any residentially zoned property.
6. A minimum 35-foot setback for all non-residential buildings along the north and east property lines where adjacent to residential zoning, and a 50-foot setback for all outdoor storage areas along the north and east property lines where adjacent to residential zoning. Setbacks along the west and south property lines shall be per the Unified Zoning Code.
7. No overhead doors or loading docks within 200 feet of residential zoning.
8. All signs shall be limited to signs that would be allowed in the "LC" Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site signs

advertising uses located within this tract that shall be allowed to have signage placed on signs fronting West Street.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 27th day of August, 2013.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
August 20, 2013

TO: Mayor and City Council

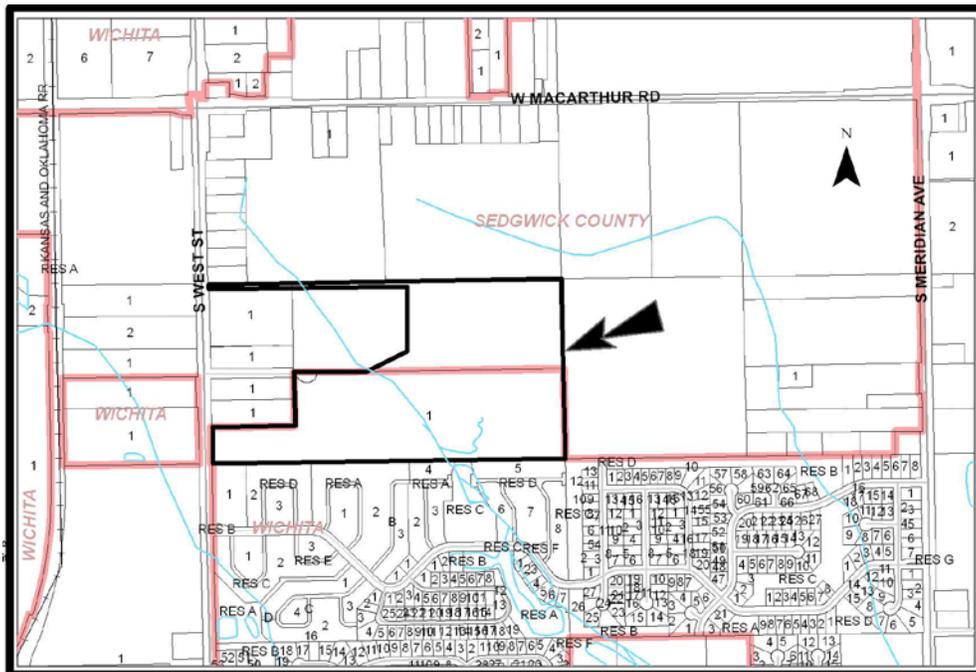
SUBJECT: SUB2013-00020 -- Plat of Lange 2nd Addition located south of MacArthur Road, on the east side of West Street (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0)



Background: The site, consisting of one lot on 53.25 acres, has been approved for a zone change (ZON2012-00034) from SF-20 Single-family Residential to LI Limited Industrial. The plat is subject to a Protective Overlay (PO #271) addressing permitted uses, screening, landscaping, outside storage, setbacks and signage.

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. A Restrictive Covenant for Future Cross Access Easement Agreement has been provided which allows for cross-lot access with an abutting property upon its development. The applicant has submitted a Notice of Protective Overlay identifying the approved Protective Overlay and special conditions for development on the property.

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

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

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

Legal Considerations: The Law Department has reviewed and approved the Restrictive Covenant, Restrictive Covenant for Future Cross Access Easement Agreement and Notice of Protective Overlay as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, and place the Ordinance on first reading.

Attachments: Restrictive Covenant.
Restrictive Covenant for Future Cross Access Easement Agreement.
Notice of Protective Overlay.
Ordinance.

COPY

RESTRICTIVE COVENANT

THIS DECLARATION is made this 26th day of July, 2013, by JBL, Inc., a Kansas Corporation, hereinafter called "Declarant",
WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Lot 1, Block A,
LANGE 2ND ADDITION,
Wichita, Sedgwick County, Kansas

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserve "A", Lange 2nd Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for open space, lakes, landscaping, outdoor equipment and miscellaneous storage, and drainage purposes.
2. Reserve "A" shall be owned and maintained by the owner of Lot 1, Block A.
3. That the owner hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owner and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to

†

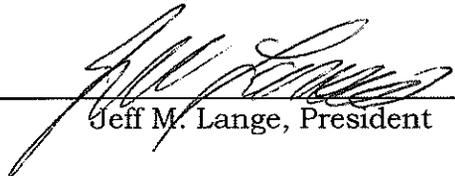
maintain the reserve under this covenant, the Declarant or Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against either Lot 1, Block A, Lange 2nd Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to Lot 1, Block A, in Lange 2nd Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written.

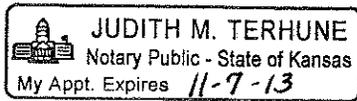
JBL, Inc.

By: 
Jeff M. Lange, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 26th day of July, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Jeff M. Lange, President of JBL, Inc., a Kansas corporation, personally known to me to be the same person who executed the within instrument of writing and such persons 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 Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorf, Director of Law

COPY

RESTRICTIVE COVENANT
FOR FUTURE CROSS ACCESS EASEMENT AGREEMENT

THIS RESTRICTIVE COVENANT made this 26th day of July, 2013, by JBL, Inc., a Kansas Corporation, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property, to-wit:

LANGE 2ND ADDITION
Lot 1, Block A

WHEREAS, the plat of the aforesaid Lange 2nd Addition contains provisions for access control along West St., as recommended by the Sedgwick County Public Works Department, and required as a platting condition by the Wichita Sedgwick County Planning Commission, and,

WHEREAS, as a condition of the zone change approval (Case No. ZON2013-00007) for Lot 1, Block A, Meek First Addition, upon development of said Meek Addition from the current "SF-20" Residential use to a "LI" Limited Industrial use, complete access control shall be granted to the appropriate governing body over the west line of said property to West Street, and,

WHEREAS, as a platting requirement of the Wichita/Sedgwick County Metropolitan Area Planning Commission, a restrictive covenant for future cross access easement between the owner of Lange 2nd Addition and the owner of Meek First Addition has been requested, and

WHEREAS, upon the acceptance of the Complete Access Control to or from West Street by the appropriate governing body for said Lot 1, Block A, Meek First Addition, the Declarant hereby agrees to execute a cross circulation agreement, for the benefit of said Lot 1, Block A, Meek First Addition and Lot 1, Block A, Lange 2nd Addition, as provided for herein.

k

NOW, THEREFORE, Declarant hereby declares the following:

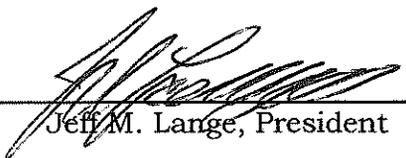
1. The Declarant acknowledges its willingness to enter into a cross access easement agreement creating access rights to West Street for the benefit of the owner of Lot 1, Block A, Meek First Addition at some future date if said Meek Addition is developed for non-residential use and the owner of said Meek Addition desires to enter into a cross access easement agreement.
2. The Declarant hereby acknowledges its willingness to grant a cross access easement agreement over a portion of the north property line of said Lange 2nd Addition, lying adjacent to the south line of said Meek First Addition, with the exact location to be determined at the time of formalizing the agreement.

Any cross access easement agreement entered into shall contain provisions regarding the allocation of the costs of constructing the initial joint access drive, modifications to such drive or parking lot (if already constructed), and maintenance costs.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This restrictive covenant shall be binding on the Declarant, its successors or assigns and is a covenant running with the land and is binding on all successors in title for the above described real property located in Sedgwick County, Kansas.

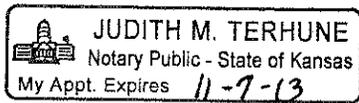
JBL, Inc.

By:  _____
Jeff M. Lange, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 26th day of July, 2013, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Jeff M. Lange, as President of JBL, Inc., a Kansas Corporation, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Judith M. Terhune
Notary Public

My Appointment Expires: 11-7-13

Approved as to form:

Gary E. Rebenstorf, Director of Law

COPY

NOTICE OF PROTECTIVE OVERLAY

THIS NOTICE made this 26th day of July, 2013, by JBL, Inc., a Kansas Corporation, hereinafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

Lot 1, Block A,
LANGE 2ND ADDITION,
Wichita, Sedgwick County, Kansas

and

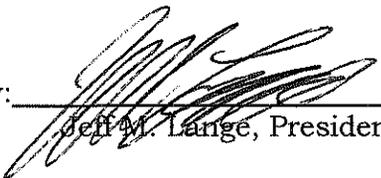
WHEREAS, Declarants are desirous to file notice that a zoning protective overlay approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved protective overlay (P-O #271) per zone change case ZON2012-00034 has placed restrictions on the use and requirements of the development of the above-described real property. This protective overlay shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lange 2nd Addition.

EXECUTED the day and year first written above.

JBL, Inc.

By: _____


Jeff M. Lange, President

‡

Published in The Wichita Eagle on August 30, 2013

ORDINANCE NO. 49-562

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

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00034

Zone change request from SF-20 Single-family Residential to LI Limited Industrial subject to Protective Overlay #271, on property described as:

Lange 2nd Addition, Wichita, Sedgwick County, Kansas.

Generally located south of MacArthur Road, on the east side of West Street.

SUBJECT TO THE FOLLOWING PROVISIONS OF PO #271:

1. All uses permitted by right in the "LI" Limited Industrial zoning district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, boarding/breeding/training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city or the county; tattooing and body piercing facility (city); tavern and drinking establishment; asphalt or concrete plant, limited and general; and grain storage.
2. Screening shall be per Unified Zoning Code; however, any fences or walls shall be constructed of a consistent pattern and color.
3. Landscaping will be per the Landscape Ordinance.
4. Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards: (1) no outdoor storage or work areas shall be permitted in any building setback; (2) no required off-street parking space or loading area shall be utilized for storage; and (3) items stored outdoors shall be screened from view from West Street or any residentially zoned property.
5. Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air conditioning and mechanical equipment, free-standing coolers or refrigeration units, outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along West Street and any residentially zoned property.
6. A minimum 35-foot setback for all non-residential buildings along the north and east property lines where adjacent to residential zoning, and a 50-foot setback for all outdoor storage areas along the north and east property lines where adjacent to residential zoning. Setbacks along the west and south property lines shall be per the Unified Zoning Code.
7. No overhead doors or loading docks within 200 feet of residential zoning.
8. All signs shall be limited to signs that would be allowed in the "LC" Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site signs advertising uses located within this tract that shall be allowed to have signage placed on signs fronting West Street.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 27th day of August, 2013.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

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

Legal Considerations: The Law Department has reviewed and approved the Drive Approach Certificate, Restrictive Covenant, Notice of Community Unit Plan and a Cross-lot Circulation Agreement as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and place the Ordinance on first reading.

Attachments: Drive Approach Certificate.
Restrictive Covenant.
Notice of Community Unit Plan.
Cross-lot Circulation Agreement.
Ordinance.

COPY

DRIVE APPROACH CERTIFICATE

Medical Practice Association Properties, LLC, and Wichita Destination Developers, Inc., a Kansas Corporation, the owners of K96 and Greenwich North Addition, an addition to Wichita, Sedgwick County, Kansas, is in the process of Platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Greenwich Road. in excess of the two allowed at the locations designated on the plat, shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owner(s) thereof that, as a result of the above-cited platting requirements, said owner(s) and subsequent owner(s) thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 12 day of August, 2013.

MEDICAL PRACTICE ASSOCIATION PROPERTIES, LLC
A Kansas Limited Liability Company

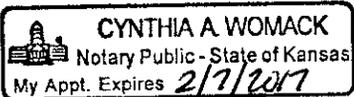
By: Lorene Valentine
Lorene Valentine, Manager

ATTEST:

Sedgwick County) SS
State of Kansas)

BE IT REMEMBERED, that on this 12~~th~~ day of August, 2013, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Lorene Valentine, Manager, Medical Practice Association Properties, LLC, a Kansas Limited Liability Company, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Cynthia A. Womack
Notary Public

My Commission Expires: February 7, 2017

WICHITA DESTINATION DEVELOPERS, INC.
A Kansas Corporation

By: Mike Boyd
Mike Boyd, President

ATTEST:

Sedgwick County) SS
State of Kansas)

BE IT REMEMBERED, that on this 12th day of August, 2013, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Mike Boyd, President, Wichita Destination Developers, Inc., a Kansas Corporation, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Carol M. Schulze
Notary Public

My Commission Expires: May 05, 2017

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

COPY

RESTRICTIVE COVENANT

This covenant, executed this 12 day of August, 2013.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as K96 and Greenwich North Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding maintenance of reserves, the establishment of an owners association, and providing for the maintenance of reserves being platted.

NOW, THEREFORE, the undersigned does hereby subject K96 and Greenwich North Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserves, and the common areas.
2. The reserves located in said Addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
4. The owners of the reserves shall bear the cost of any repair or replacement of improvements within said reserves resulting from street construction, repair or maintenance.
5. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
6. In the event that the Undersigned or the association, its' successors or assigns, shall fail at any time to maintain the Reserves dedicated for Drainage or fail in any manner to fulfill their obligation relating to the Reserves dedicated for Drainage, City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the Reserves dedicated for Drainage from becoming a nuisance, may enter upon said Reserves dedicated for Drainage and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned or the Association may be assessed against the Reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the Undersigned or the Association, its

successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

This covenant runs with the land and is binding on future owners and assigns.

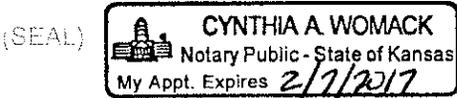
IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this 12th day of August, 2013.

MEDICAL PRACTICE ASSOCIATION PROPERTIES, LLC
A Kansas Limited Liability Company

BY: *Lorene Valentine*
Lorene Valentine, Manager

STATE OF KANSAS) ss
SEDGWICK COUNTY)

Be it remembered that on this 12th day of August, 2013, before me a Notary Public in and for said State and County, came Lorene Valentine, Manager, Medical Practice Association Properties, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: *Cynthia A. Womack*

My Appointment Expires: *February 7, 2017*

COPY

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 12 day of August, 2013, by Medical Practice Association Properties, LLC, a Kansas Limited Liability Company; and Wichita Destination Developers, Inc., a Kansas Corporation, hereinafter called "Declarant".

WITNESSETH

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

K96 and Greenwich North Addition to Wichita, Sedgwick County, Kansas.

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

NOW, THEREFORE, the declarant wants to make notice that the approved C.U.P. (DP-333) has placed restrictions on the use and requirements on the development of the above described real property. The community unit plan shall be binding on the Owners, the heirs, successors, or assigns, and is a document running with the land and is binding on all successors in title to Summit Crossing Addition to Wichita, Sedgwick County, Kansas.

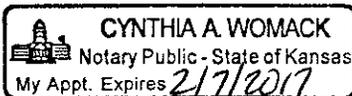
EXECUTED the day and year first written above

MEDICAL PRACTICE ASSOCIATION PROPERTIES, LLC
A Kansas Limited Liability Company

By Lorene Valentine
Lorene Valentine, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 12th day of August, 2013, before me a Notary Public in and for said State and County, came Lorene Valentine, Manager, Medical Practice Association Properties, LLC, a Kansas Limited Liability Company to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Cynthia A. Womack
Notary Public

My Commission Expires: February 7, 2017

WICHITA DESTINATION DEVELOPERS, INC.
A Kansas Corporation

By: *Mike Boyd*
Mike Boyd, President

ATTEST:

Sedgwick County) SS
State of Kansas)

BE IT REMEMBERED, that on this 12th day of August, 2013, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Mike Boyd, President, Wichita Destination Developers, Inc., a Kansas Corporation, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Carol M. Schulze
Notary Public

My Commission Expires: May 5, 2017

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

COPY

CROSS-LOT CIRCULATION AGREEMENT

THIS DECLARATION, made this 12 day of August, 2013, by Medical Practice Association Properties, LLC, a Kansas Limited Liability Company, and Wichita Destination Developers, Inc., a Kansas Corporation.

W I T N E S S E I H: That,

WHEREAS, Declarant(s) are the owners of lots in the K96 and Greenwich North Addition, an addition to Wichita, Sedgwick County, Kansas, which addition is presently in the process of being platted; and

WHEREAS, as a part of the platting process it is necessary to provide a cross-lot circulation agreement for the benefit of all lots in said Addition; and

WHEREAS, Declarant(s) are the owners of the property to be burdened by said agreement and desires hereby to establish the same.

NOW, THEREFORE, Declarant(s) hereby declare and establish the cross-lot circulation agreement, as follows:

1. Declarant grants to all future Owners, their agents, assigns, lessees, customers, invitees, licensees, tenants and employees a nonexclusive easement over, through, and around the common areas for driveways, walkways, ingress and egress, parking motor vehicles, and the loading and unloading of commercial and other vehicles. All entrances, exits, aisleways and driveways shall be unobstructed so that vehicular and pedestrian traffic may easily move to and from adjoining lots within the common area and the adjacent streets.
2. The rights herein granted and all provisions hereof shall be deemed covenants that shall run with the land and shall inure to the benefits of and be binding upon Declarant and its successors and assigns.

IN WITNESS WHEREOF, this Declaration has been executed the date first above written.

MEDICAL PRACTICE ASSOCIATION PROPERTIES, LLC
A Kansas Limited Liability Company

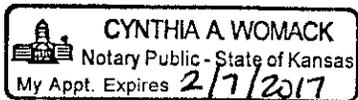
By: Lorene Valentine
Lorene Valentine, Manager

ATTEST:

Sedgwick County) SS
State of Kansas)

BE IT REMEMBERED, that on this 12th day of AUGUST, 2013, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Lorene Valentine, Manager, Medical Practice Association Properties, LLC, a Kansas Limited Liability Company, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Cynthia A. Womack
Notary Public

My Commission Expires: February 7, 2017

WICHITA DESTINATION DEVELOPERS, INC.
A Kansas Corporation

By: Mike Boyd
Mike Boyd, President

ATTEST:

Sedgwick County) SS
State of Kansas)

BE IT REMEMBERED, that on this 12th day of August, 2013, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Mike Boyd, President, Wichita Destination Developers, Inc., a Kansas Corporation, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Carol M. Schulze
Notary Public

My Commission Expires: May 5, 2017

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

Published in The Wichita Eagle on August 30, 2013

ORDINANCE NO. 49-559

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. ZON2004-00069

Zone change request from SF-5 Single-family Residential and LI Limited Industrial on property described as:

K96 and Greenwich North Addition, Wichita, Sedgwick County, Kansas.

Generally located on the east side of Greenwich, south of 29th Street North.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this ____ day of _____, 20____.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Wichita, Kansas
August 19, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated August 12, 2013, were read and on motion approved.

Bids were opened July 19, 2013, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: Reconstruction of Terminal Apron Phase 3.

Defer one week

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

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

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: August 19, 2013

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS

July 19, 2013

Reconstruction of Terminal Apron- Phase 3 at Wichita Mid-Continent Airport – Wichita Airport
Authority/Engineering Division (Defer to August 26, 2013)

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



Melinda A. Walker
Purchasing Manager



Bid Results

[Registration](#) [Solicitations](#) [Document Inquiry](#) [Login](#) [Help](#)

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

Vendor **Group** **Line**
Solicitation: FB340124 **Reconstruction of Terminal Apron Phase 3** **Close Date/Time: 7/19/2013 10:00 AM CST**

Solicitation Type: Formal Bid [Return to the Bid List](#)
Award Method: Aggregate Cost
Department: Airport Engineering **Responses: 2**

Vendors	Complete	Bid Total	City Comments
<u>UTILITY CONTRACTORS INC</u>	Complete	\$5,408,797.00	Defer to 8-26-13 Wichita Airport Authority/Engineering Division
<u>DONDLINGER & SONS CONSTRUCTION CO INC</u>	Partial	\$6,126,317.84	

BIDS WITHIN ENGINEERS ESTIMATE

[Top of the Page](#)

