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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. September 15, 2015

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 September 8, 2015

AWARDS AND PROCLAMATIONS

-- Proclamations:

Wichita Bar Association's 100th Anniversary
Walktober
Constitution Week

I. PUBLIC AGENDA

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

1. Susan Estes - Community Improvement Districts.

II. CONSENT AGENDA ITEMS 1 THROUGH 26

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. **Repair or Removal of Dangerous and Unsafe Structures, 6048 S. Hydraulic. (District III)**

   (MOVED TO OCTOBER 6TH PER CITY MANAGER)

IV. NEW COUNCIL BUSINESS

1. Amendments to Section 5.36.010 of the Code of the City of Wichita Relating to Gambling.

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

2. O.J. Watson Park Miniature Train Replacement and Improvements. (Districts III and IV)

   RECOMMENDED ACTION: Adopt the bonding resolution, authorize initiation of the project, and authorize all necessary signatures.

3. 2014-2015 HUD Consolidated Plan Annual Performance and Evaluation Report.

   RECOMMENDED ACTION: Close the public hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development (HUD).

4. Community Event with Alcohol Consumption - Resolution, Carnegie Library Centennial Concert. (District I)

   RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

5. Community Event with Alcohol Consumption – Resolution, Oktoberfest and Run for the Poor 5K. (District II)

   RECOMMENDED ACTION: Adopt the resolution and authorize the necessary signatures.\

6. 2016 Employee Health Insurance Vendor Selections and Health, Vision and Dental Working Rates.

RECOMMENDED ACTION: Accept the recommendations of the Staff Screening and Selection Committee and (1) approve Aetna and MedTrak as the ASO and PBM providers for employee medical and prescription benefits providers for 2016-2018, with two additional one-year options for renewal; (2) approve the 2016 premium equivalent rates for the Premium PPO, Select PPO and Vision plans; (3) approve the 2016 premium equivalent rates for the Traditional and Preferred Dental plans; (4) approve the transition to an ACA-compliant wellness program with top incentive rewards not to exceed 3% of the plan's total premium cost; (5) authorize staff to negotiate contracts with the proposed vendors; and (6) authorize the necessary signatures.

7. General Obligation Bond and Note Sale.

RECOMMENDED ACTION: (1) Ratify the award of the bids by the City Manager for each series of bond and notes; (2) adopt the Bond Ordinances on a Declaration of Emergency basis; (3) adopt the Bond and Note Resolutions; and (4) authorize the necessary signatures.

(9:30 a.m. or soon thereafter)

8. Public Hearing: Repair or Removal of Dangerous and Unsafe Structures, 3881 E. Roseberry. (District III)

(MOVED TO OCTOBER 6TH PER CITY MANAGER)

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 26)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated September 14, 2015.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2015	(Consumption off Premises)
Robert E Duncan II	Circle K Store***	1350 North Oliver
Robert E Duncan II	Circle K Store***	1254 South Tyler Road
Robert E Duncan II	Circle K Store***	2190 North Rock Road
Robert E Duncan II	Circle K Store***	1250 South Rock Road
Robert E Duncan II	Circle K Store***	2001 South Oliver
Robert E Duncan II	Circle K Store***	7136 West Central
Robert E Duncan II	Circle K Store***	4821 South Broadway
Robert E Duncan II	Circle K Store***	7236 West 21st North
Robert E Duncan II	Circle K Store***	2356 South Seneca
Robert E Duncan II	Circle K Store***	4414 West Maple
Robert E Duncan II	Circle K Store***	515 North Seneca
Robert E Duncan II	Circle K Store***	3311 North Rock Road

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

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

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

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Paving Improvements in Country Hollow Addition. (District II)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Consideration of Street Closures/Uses.
   a. Community Events - Genesis Foundation for Fitness and Tennis Bacon and Beer Run. (Districts IV and VI)

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

6. Property Acquisitions:
   a. Acquisition of a Temporary Construction Easement at 5517 E. 13th Street N. for the Edgemoor and 13th Street Intersection Improvement Project. (District I)

RECOMMENDED ACTION: Approve budgets and contracts and authorize necessary signatures.

7. Request to Extend the Letter of Intent for Industrial Revenue Bonds, Co-Co Properties, LLC. (District III)

RECOMMENDED ACTION: Extend the letter of intent for the issuance of Industrial Revenue Bonds to Co-Co Properties, LLC through December 31, 2016.

8. Amendment of Contract for Legal Services.

RECOMMENDED ACTION: Approve the contract amendment, approve any necessary budget adjustments and authorize the necessary signatures.

9. Health ICT Bicycle Wayfinding Funding Memorandum of Understanding.

RECOMMENDED ACTION: Approve the Memorandum of Understanding, authorize the necessary signatures, and authorize the City Manager to sign a supplemental agreement for the Wichita Bicycle Wayfinding System Plan.

10. Kansas Health Foundation Recognition Grant Application – Bike Share Study.

RECOMMENDED ACTION: Approve the grant application and authorize the necessary signatures.

11. City Hall Renovations.

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

12. Nuisance Abatement Assessments, Cutting Weeds.

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

13. Notice of Intent to Use Debt Financing - Maintenance Yard Buildings No. 1 and No. 2 Refurbishment - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

14. Transcription Services from Net Transcripts, Inc.

RECOMMENDED ACTION: Approve the contract for Net Transcripts, Inc. and authorize the necessary signatures.

15. HOME Program: Housing Development Loan Program Funding, Wichita Habitat for Humanity. (District I)

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

16. HOME Program, Boarded-up House Program Funding; Mennonite Housing Rehabilitation Services, Inc. (District VI)

    RECOMMENDED ACTION: Approve the Boarded-up House Program funding allocation and authorize the necessary signatures.

17. Second Reading Ordinances: (First Read September 8, 2015)

    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.

18. *VAC2015-00005 - Request to Vacate the Plattor's Text to Amend the Uses Allowed in Platted Reserves on Property Generally Located North of Central Avenue - K-96 Highway, East of 127th Street East, and North and South of Crest Ridge Street. (Located in Sedgwick County, but within the City of Wichita's three-mile ring subdivision jurisdiction)

    RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

19. *VAC2015-00025 - Request to Vacate a Platted Sidewalk Easement on Property Generally Located West of Washington Boulevard on the South Side of Douglas Avenue. (District I)

    RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

20. *SUB2015-00020 -- Plat of Marinita Addition Located South of Central, West of 127th Street East. (District II)

    RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

21. *SUB2015-00022 -- Plat of Estancia Addition Located East of Ridge Road, on the North Side of 37th Street North. (District V)

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

22. *SUB2015-00026 -- Plat of Estancia Commercial Addition Located on the East Side of Ridge Road, Between K-96 Highway and 37th Street North. (District V)

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

II. CONSENT HOUSING AGENDA ITEMS

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

Carole Trapp, Housing Member is also seated with the City Council.

23. *Board Resolution Approving 2016 Project-Based Budget.

    RECOMMENDED ACTION: Adopt the resolution approving the Public Housing Project-Based budget for 2016 and authorize the necessary signatures.

II. CONSENT AIRPORT AGENDA ITEMS

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

24. *Airfield Snow Equipment Storage Facility - Change Order No. 1 - Wichita Dwight D. Eisenhower National Airport.

    RECOMMENDED ACTION: Approve the change order and authorize necessary signatures.

25. *Maintenance Yard Buildings No. 1 and No. 2 Refurbishment - Wichita Dwight D. Eisenhower National Airport.

    RECOMMENDED ACTION: Approve the project budget.

26. <u>*WAA Report of Board of Bids and Contracts dated September 14, 2015.</u>

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

Agenda Item No. IV-1

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: Amendments to Section 5.36.010 of the Code of the City of Wichita Relating to Gambling

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the ordinance and place on first reading.

Background: During the last legislative session, House Bill 2291 was passed by the Legislature. The bill made revisions to state gambling laws to legalize fantasy sports leagues and raffles by charitable organizations. Amendments to the City Code were necessary to comply with the state statutes.

Analysis: The proposed amendments exclude from the definition of a "bet" charitable raffles and fantasy sports leagues. Additional definitions are added to Section 5.36.010 to clarify the types of nonprofit organizations and activities which do not fall within the ordinance's prohibitions.

Financial Considerations: None.

Legal Considerations: The ordinance amendments have been drafted and approved as to form by the Law Department.

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

Attachments: Proposed ordinance.

First Published in The Wichita Eagle on September 25th, 2015**083303**

Clean 7/15/15

ORDINANCE NO. 50-081

AN ORDINANCE AMENDING SECTIONS 5.36.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GAMBLING.

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

SECTION 1. Section 5.38.020 of the Code of the City of Wichita, Kansas is hereby amended to read as follows: **"For the purpose of this chapter, the words and phrases used herein shall have the following meanings unless otherwise clearly indicated by the context:**

(a) *Bet* means a bargain in which the parties agree that, dependent upon chance, one stands the chance to win or lose something of value specified in the agreement. A bet does not include:

(1) Bona fide business transactions which are valid under the law of contracts including, but not limited to, contracts for the purchase or sale at a future date of securities or other commodities, and agreements to compensation for loss caused by the happening of the chance including, but not limited to, contracts of indemnity or guaranty and life or health and accident insurance;

(2) offers of purses, prizes or premiums to the actual contestants in any bona fide contest for the determination of skill, speed, strength, or endurance or to the bona fide owners of animals or vehicles entered in such a contest;

(3) a lottery as defined in this section;

(4) any bingo game by or for participants managed, operated or conducted in accordance with the laws of the state of Kansas by an organization licensed by the state of Kansas to manage, operate or conduct games of bingo;

(5) a lottery operated by the state pursuant to the Kansas lottery act;

(6) any system of pari-mutuel wagering managed, operated or conducted in accordance with the Kansas pari-mutuel racing act; ~~or~~

(7) tribal gaming.

(8) charitable raffles as defined by this section; or

(9) a fantasy sports league as defined by this section.

(b) *Lottery* means an enterprise wherein for a consideration the participants are given an opportunity to win a prize, the award of which is determined by chance. A lottery does not include:

(1) A lottery operated by the state pursuant to the Kansas lottery act; or

(2) tribal gaming.

(c) *Consideration* means anything which is a commercial or financial advantage to the promoter or a disadvantage to any participant. Mere registration without purchase of goods or services; personal attendance at places or events, without payment of an admission price or fee; listening to or watching radio and television programs; answers the telephone or making a telephone call and acts of like nature are not consideration.

As used in this subsection, consideration does not include:

(1) Sums of money paid by or for participants in any bingo game managed, operated or conducted in accordance with the laws of the state of Kansas by any bona fide nonprofit religious charitable, fraternal, educational or veteran organization licensed to manage, operate or conduct bingo games under the laws of the state of Kansas and it shall be conclusively presumed that such sums paid by or for such participants were intended by such participants to be for the benefit of the sponsoring organizations for the use of such sponsoring organizations in furthering the purposes of such sponsoring organizations, as set forth in the appropriate paragraphs of subsection (c) or (d) of section 501 of the internal revenue code of 1986 and as set forth in K.S.A. 79-4701 and amendments thereto;

(2) sums of money paid by or for participants in any lottery operated by the state pursuant to the Kansas lottery act;

(3) sums of money paid by or for participants in any system of pari-mutuel wagering managed, operated and conducted in accordance with the Kansas pari-mutuel racing act; or

(4) sums of money paid by or for a person to participate in tribal gaming.

(d) *Gambling device* means:

(1) Any so-called “slot machine” or any other machine, mechanical device, electronic device or other contrivance an essential part of which is a drum or reel with insignia thereon, and (i) which when operated may

deliver, as the result of chance, any money or property; or (ii) by the operation of which a person may become entitled to receive, as the result of chance, any money or property;

(2) Any other machine, mechanical device, electronic device or other contrivance (including, but not limited to, roulette wheels and similar devices) which is equipped with or designed to accommodate the addition of a mechanism that enables accumulated credits to be removed, is equipped with or designed to accommodate a mechanism to record the number of credits to be removed, or is otherwise designed, manufactured or altered primarily for the use in connection with gambling, and (i) which when operated may deliver, as the result of chance, any money or property, or (ii) by the operation of which a person may become entitled to receive, as the result of chance, any money or property;

(3) any subassembly or essential part intended to be used in connection with any such machine, mechanical device, electronic device or other contrivance, but which is not attached to any such machine, mechanical device, electronic device or other contrivance as a constituent part; or

(4) any token, chip, paper, receipt or other document which evidences, purports to evidence or is designed to evidence participation in a lottery or the making of a bet.

The fact that the prize is not automatically paid by the device does not affect its character as a gambling device.

As used in this subsection, gambling device does not include:

(1) Any machine, mechanical device, electronic device or other contrivance used or for use by a licensee of the Kansas racing commission as authorized by law and rules and regulations adopted by the commission or by the Kansas lottery or Kansas lottery retailers as authorized by law and rules and regulations adopted by the Kansas lottery commission;

(2) any machine, mechanical device, electronic device or other contrivance, such as a coin operated bowling alley, shuffleboard, marble machine (a so-called pinball machine), or mechanical gun, which is not designed and manufactured primarily for use in connection with gambling, and (i) which when operated does not deliver, as a result of chance, any money or (ii) by the operation of which a person may not become entitled to receive, as the result of the application of an element of chance, any money;

(3) any so-called claw, crane, or digger machine and similar devices which are designed and manufactured primarily for use at carnivals or county or state fairs; or

(4) any machine, mechanical device, electronic device or other contrivance used in tribal gaming;

(e) *Gambling place* means any place, room, building, vehicle, tent or location which is used for any of the following: making and settling bets; receiving, holding, recording or forwarding bets or offers to bet; conducting lotteries; or playing gambling devices. Evidence that the place has a general reputation as a gambling place or hall, at or

about the time in question, it was frequently visited by persons known to be commercial gamblers or known as frequenters of gambling places is admissible on the issue of whether it is a gambling place.

(f) *Tribal gaming* has the meaning provided by K.S.A. 74-9802 and amendments thereto.

(g) *Tribal gaming commission* has the meaning provided by K.S.A. 74-9802 and amendments thereto.

(h) *Fantasy sports league* means any fantasy or simulation sports game or contest in which no fantasy or simulation sports team is based on the current membership of an actual team that is a member of an amateur or professional sports organization and that meets the following conditions:

(1) All prizes and awards offered to winning participants are established and made known to the participants in advance of the game or contest and their value is not determined by the number of participants or the amount of any fees paid by those participants;

(2) all winning outcomes reflect the relative knowledge and skill of the participants and are determined predominantly by accumulated statistical results of the performance of individual athletes in multiple real-world sporting events; and

(3) no winning outcome is based:

(A) On the score, point spread or any performance or performances of any single real-world team or any combination of such teams; or

(B) solely on any single performance of an individual athlete in any single real-world sporting event.

(i) *Charitable raffle* means a raffle conducted by a nonprofit religious, charitable, fraternal, educational, or veterans' organization.

(j) *Nonprofit charitable organization* means any organization which is organized and operated for:

(1) The relief of poverty, distress, or other condition of public concern within this state;

(2) financially supporting the activities of a charitable organization as defined in paragraph (1); or

(3) conferring direct benefits on the community at large; and of which no part of the net earnings inures to the benefit of any private shareholder or individual member of such organization and has been determined by the administrator to be organized and operated as a bona fide charitable organization and which has been exempted from the payment of federal income taxes as provided by sections 501(c)(3), 501(c)(4), 501(c)(5), 501(c)(6) and 501(c)(7) of the federal internal revenue code of 1986, as amended, or determined to be organized and operated as a bona fide nonprofit charitable organization by the administrator.

(k) *Nonprofit fraternal organization* means any organization within this state which exists for the common benefit, brotherhood, or other interests of its members and is authorized by its written constitution, charter, articles of incorporation or bylaws to engage in a fraternal, civic or serve purpose within this state and has been determined by

the administrator to be organized and operated as a bona fide fraternal organization and which has been exempted from the payment of federal income taxes as provided by section 501(c)(8) or section 501(c)(10) of the federal internal revenue code of 1986, as amended, or determined to be organized and operated as a bona fide nonprofit fraternal organization by the administrator.

(l) *Nonprofit educational organization* means any public or private elementary or secondary school or institution of higher education which has been determined by the administrator to be organized and operated as a bona fide educational organization and which has been exempted from the payment of federal income taxes as provided by section 501(c)(3) of the federal internal revenue code of 1986, as amended, or determined to be organized and operated as a bona fide nonprofit educational organization by the administrator.

(m) *Non profit veterans' organization* means any organization within this state or any branch, lodge or chapter of a national or state organization within this state, the membership of which consists exclusively of individuals who qualify for membership because they were or are members of the armed services or forces of the United States, or an auxiliary unit or society of such a nonprofit veterans' organization, the membership of which consists exclusively of individuals who were or are members of the armed services or forces of the United States, or are cadets, or are spouses, widows or widowers of the individuals who were or are members of the armed services or forces of the United States, and of which no part of the net earnings inures to the benefit of any private shareholder or individual member of such organization, and has been determined by the administrator to be organized and operated as a bona fide veterans' organization and

which has been exempted from the payment of federal income taxes as provided by section 501(c)(4) or 501(c)(19) of the federal internal revenue code of 1986, as amended, or determined to be organized and operated as a bona fide nonprofit veterans' organization by the administrator.

(n) *Raffle* means a game of chance in which each participant buys a ticket or tickets from a nonprofit organization with each ticket providing an equal chance to win a prize and the winter being determined by a random drawing."

SECTION 2. The original of Section 5.36.010 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 22nd day of September, 2015.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña, Director of Law
and City Attorney

First Published in The Wichita Eagle on _____

Delineated 7/15/15

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 5.36.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GAMBLING.

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

SECTION 1. Section 5.38.020 of the Code of the City of Wichita, Kansas is hereby amended to read as follows: **"For the purpose of this chapter, the words and phrases used herein shall have the following meanings unless otherwise clearly indicated by the context:**

(a) *Bet* means a bargain in which the parties agree that, dependent upon chance, one stands the chance to win or lose something of value specified in the agreement. A bet does not include:

(1) Bona fide business transactions which are valid under the law of contracts including, but not limited to, contracts for the purchase or sale at a future date of securities or other commodities, and agreements to compensation for loss caused by the happening of the chance including, but not limited to, contracts of indemnity or guaranty and life or health and accident insurance;

(2) offers of purses, prizes or premiums to the actual contestants in any bona fide contest for the determination of skill, speed, strength, or endurance or to the bona fide owners of animals or vehicles entered in such a contest;

(3) a lottery as defined in this section;

(4) any bingo game by or for participants managed, operated or conducted in accordance with the laws of the state of Kansas by an organization licensed by the state of Kansas to manage, operate or conduct games of bingo;

(5) a lottery operated by the state pursuant to the Kansas lottery act;

(6) any system of pari-mutuel wagering managed, operated or conducted in accordance with the Kansas pari-mutuel racing act; ~~or~~

(7) tribal gaming.

(8) charitable raffles as defined by this section; or

(9) a fantasy sports league as defined by this section.

(b) *Lottery* means an enterprise wherein for a consideration the participants are given an opportunity to win a prize, the award of which is determined by chance. A lottery does not include:

(1) A lottery operated by the state pursuant to the Kansas lottery act; or

(2) tribal gaming.

(c) *Consideration* means anything which is a commercial or financial advantage to the promoter or a disadvantage to any participant. Mere registration without purchase of goods or services; personal attendance at places or events, without payment of an admission price or fee; listening to or watching radio and television programs; answers the telephone or making a telephone call and acts of like nature are not consideration.

As used in this subsection, consideration does not include:

(1) Sums of money paid by or for participants in any bingo game managed, operated or conducted in accordance with the laws of the state of Kansas by any bona fide nonprofit religious charitable, fraternal, educational or veteran organization licensed to manage, operate or conduct bingo games under the laws of the state of Kansas and it shall be conclusively presumed that such sums paid by or for such participants were intended by such participants to be for the benefit of the sponsoring organizations for the use of such sponsoring organizations in furthering the purposes of such sponsoring organizations, as set forth in the appropriate paragraphs of subsection (c) or (d) of section 501 of the internal revenue code of 1986 and as set forth in K.S.A. 79-4701 and amendments thereto;

(2) sums of money paid by or for participants in any lottery operated by the state pursuant to the Kansas lottery act;

(3) sums of money paid by or for participants in any system of pari-mutuel wagering managed, operated and conducted in accordance with the Kansas pari-mutuel racing act; or

(4) sums of money paid by or for a person to participate in tribal gaming.

(d) *Gambling device* means:

~~(A)~~(1) Any so-called "slot machine" or any other machine, mechanical device, electronic device or other contrivance an essential part of which is a drum or reel with insignia thereon, and (i) which when operated may

deliver, as the result of chance, any money or property; or (ii) by the operation of which a person may become entitled to receive, as the result of chance, any money or property;

~~(B)~~(2) Any other machine, mechanical device, electronic device or other contrivance (including, but not limited to, roulette wheels and similar devices) which is equipped with or designed to accommodate the addition of a mechanism that enables accumulated credits to be removed, is equipped with or designed to accommodate a mechanism to record the number of credits to be removed, or is otherwise designed, manufactured or altered primarily for the use in connection with gambling, and (i) which when operated may deliver, as the result of chance, any money or property, or (ii) by the operation of which a person may become entitled to receive, as the result of chance, any money or property;

~~(C)~~(3) any subassembly or essential part intended to be used in connection with any such machine, mechanical device, electronic device or other contrivance, but which is not attached to any such machine, mechanical device, electronic device or other contrivance as a constituent part; or

~~(D)~~(4) any token, chip, paper, receipt or other document which evidences, purports to evidence or is designed to evidence participation in a lottery or the making of a bet.

The fact that the prize is not automatically paid by the device does not affect its character as a gambling device.

As used in this subsection, gambling device does not include:

~~(A)~~(1) Any machine, mechanical device, electronic device or other contrivance used or for use by a licensee of the Kansas racing commission as authorized by law and rules and regulations adopted by the commission or by the Kansas lottery or Kansas lottery retailers as authorized by law and rules and regulations adopted by the Kansas lottery commission;

~~(B)~~(2) any machine, mechanical device, electronic device or other contrivance, such as a coin operated bowling alley, shuffleboard, marble machine (a so-called pinball machine), or mechanical gun, which is not designed and manufactured primarily for use in connection with gambling, and (i) which when operated does not deliver, as a result of chance, any money or (ii) by the operation of which a person may not become entitled to receive, as the result of the application of an element of chance, any money;

~~(C)~~(3) any so-called claw, crane, or digger machine and similar devices which are designed and manufactured primarily for use at carnivals or county or state fairs; or

~~(D)~~(4) any machine, mechanical device, electronic device or other contrivance used in tribal gaming;

(e) ~~A~~ ~~*g*~~*Gambling place* means ~~is~~ any place, room, building, vehicle, tent or location which is used for any of the following: making and settling bets; receiving, holding, recording or forwarding bets or offers to bet; conducting lotteries; or playing gambling devices. Evidence that the place has a general reputation as a gambling place or

hall, at or about the time in question, it was frequently visited by persons known to be commercial gamblers or known as frequenters of gambling places is admissible on the issue of whether it is a gambling place.

(f) *Tribal gaming* has the meaning provided by K.S.A. 74-9802 and amendments thereto.

(g) *Tribal gaming commission* has the meaning provided by K.S.A. 74-9802 and amendments thereto.

(h) *Fantasy sports league* means any fantasy or simulation sports game or contest in which no fantasy or simulation sports team is based on the current membership of an actual team that is a member of an amateur or professional sports organization and that meets the following conditions:

(1) All prizes and awards offered to winning participants are established and made known to the participants in advance of the game or contest and their value is not determined by the number of participants or the amount of any fees paid by those participants;

(2) all winning outcomes reflect the relative knowledge and skill of the participants and are determined predominantly by accumulated statistical results of the performance of individual athletes in multiple real-world sporting events; and

(3) no winning outcome is based:

(A) On the score, point spread or any performance or performances of any single real-world team or any combination of such teams; or

(B) solely on any single performance of an individual athlete in any single real-world sporting event.

(i) *Charitable raffle* means a raffle conducted by a nonprofit religious, charitable, fraternal, educational, or veterans' organization.

(j) *Nonprofit charitable organization* means any organization which is organized and operated for:

(1) The relief of poverty, distress, or other condition of public concern within this state;

(2) financially supporting the activities of a charitable organization as defined in paragraph (1); or

(3) conferring direct benefits on the community at large; and of which no part of the net earnings inures to the benefit of any private shareholder or individual member of such organization and has been determined by the administrator to be organized and operated as a bona fide charitable organization and which has been exempted from the payment of federal income taxes as provided by sections 501(c)(3), 501(c)(4), 501(c)(5), 501(c)(6) and 501(c)(7) of the federal internal revenue code of 1986, as amended, or determined to be organized and operated as a bona fide nonprofit charitable organization by the administrator.

(k) *Nonprofit fraternal organization* means any organization within this state which exists for the common benefit, brotherhood, or other interests of its members and is authorized by its written constitution, charter, articles of incorporation or bylaws to engage in a fraternal, civic or serve purpose within this state and has been determined by

the administrator to be organized and operated as a bona fide fraternal organization and which has been exempted from the payment of federal income taxes as provided by section 501(c)(8) or section 501(c)(10) of the federal internal revenue code of 1986, as amended, or determined to be organized and operated as a bona fide nonprofit fraternal organization by the administrator.

(l) *Nonprofit educational organization* means any public or private elementary or secondary school or institution of higher education which has been determined by the administrator to be organized and operated as a bona fide educational organization and which has been exempted from the payment of federal income taxes as provided by section 501(c)(3) of the federal internal revenue code of 1986, as amended, or determined to be organized and operated as a bona fide nonprofit educational organization by the administrator.

(m) *Non profit veterans' organization* means any organization within this state or any branch, lodge or chapter of anational or state organization within this state, the membership of which consists exclusively of individuals who qualify for membership because they were or are members of the armed services or forces of the United States, or an auxiliary unit or society of such a nonprofit veterans' organization, the membership of which consists exclusively of individuals who were or are members of the armed services or forces of the United States, or are cadets, or are spouses, widows or widowers of the individuals who were or are members of the armed services or forces of the United States, and of which no part of the net earnings inures to the benefit of any private shareholder or individual member of such organization, and has been determined by the administrator to be organized and operated as a bona fide veterans' organization and

which has been exempted from the payment of federal income taxes as provided by section 501(c)(4) or 501(c)(19) of the federal internal revenue code of 1986, as amended, or determined to be organized and operated as a bona fide nonprofit veterans' organization by the administrator.

(n) *Raffle* means a game of chance in which each participant buys a ticket or tickets from a nonprofit organization with each ticket providing an equal chance to win a prize and the winter being determined by a random drawing."

SECTION 2. The original of Section 5.36.010 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of September, 2015.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña, Director of Law
and City Attorney

Revised 09-14-2015

Agenda Item No. IV-2

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: O.J. Watson Park Miniature Train Replacement and Improvements ~~(District IV)~~ **(Districts III and IV)**

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Adopt the bonding resolution and authorize initiation of the project.

Background: One of the most popular attractions at O.J. Watson Park is the miniature train. This train was purchased from Chance Manufacturing in 1984 and has operated over the last 31 years, receiving two major overhauls during that time period. In 2014, over 25,000 people enjoyed a scenic train journey through the beautiful 119 acres of wildlife and nature, including an active fishing lake. Additionally, the train, which is used in the Polar Express Magical Ride at O.J. Watson Park, was so successful over the previous winter holidays, that a second session was created to accommodate the 80 patrons on the waiting list.

Analysis: The expense of keeping the train functioning continues to rise as many of the parts needed for replacement are no longer produced. Maintenance charges to the train have totaled almost $43,000 over the past 5 years. Replacing the locomotive will greatly reduce the annual maintenance charges and will provide a reliable activity for park patrons to enjoy throughout the year.

During the 2015 annual scheduled train maintenance review, the mechanics found a number of issues that necessitated repair. However, the miniature train opened as scheduled on March 14th and operated as much as possible since the train rides are a major revenue stream for the park. However, the constant engine failures impeded patron experiences during regular visits, party rentals, company gatherings, and special events. After careful consideration, staff recommends utilizing the 2015 funding, included in the 2015-2024 Adopted Capital Improvement Program, proceed with the necessary repairs, purchase a new locomotive train engine, a middle coach, and an additional crossing signal to improve the train ride experience. Furthermore, as proposed in the O.J. Watson Park Master Plan, staff will, if funding allows, purchase additional kayaks, renovate the miniature golf course, install benches around the playgrounds, install wayfinding street signs and a shade structure for the boat dock.

Financial Considerations: The 2015-2024 Adopted Capital Improvement Program includes $306,250 in 2015 for O. J. Watson Park improvements. The funding source for this project is general obligation bonds.

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

Recommendation/Action: It is recommended that the City Council 1) adopt the bonding resolution, 2) authorize initiation of the project, and 3) authorize all necessary signatures.

Attachment: Bonding resolution

RESOLUTION NO. 15-281

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF PUBLIC PARK IMPROVEMENTS.

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

WHEREAS, the City Council (the "Governing Body") of the City has heretofore, pursuant to K.S.A. 13-1346, created the Wichita Board of Park Commissioners (the "Board"); and

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Overhaul current locomotive engine and purchase a new locomotive train engine, middle coach, and additional crossing signal for OJ Watson Park. If bid pricing allows, purchase additional kayaks, labor, material and equipment for improvements and refurbishments of the miniature golf course; install benches around the playgrounds; shade structure for the boat dock; and installation of wayfinding street signs in the park (the "Project") for the use of the Board and/or City and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $306,250 in accordance with specifications prepared or approved by the City of Wichita.

Section 2. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell., Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: 2014-2015 HUD Consolidated Plan Annual Performance and Evaluation Report

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development (HUD).

Background: The City is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) for projects covered by the HUD Consolidated Plan. The 2014-2015 CAPER documents the activities undertaken during the program year beginning July 1, 2014 and ending June 30, 2015 for the Community Development Block Grant (CDBG), the HOME Investment Partnerships (HOME), and the Emergency Solutions Grant (ESG) programs.

Analysis: During the reporting period, residents of the City of Wichita received direct benefits from the expenditure of CDBG, HOME and ESG funds. Home Improvement Programs provided grants and loans to assist 226 households through the Home Repair Program. Public Service agencies received funds to provide 4,502 middle-school youth with after school recreation and enrichment programs. The women's shelters served 454 women and children who were victims of domestic violence. A total of 176 youth participated in The Way to Work summer youth employment program. The HOME program assisted 38 first-time homebuyers with down payments and closing costs and assisted in the development of 22 new construction units. The ESG program served 959 persons by providing overnight shelter, 2,340 with day shelter services, and 93 persons were prevented from homelessness through case management and rental assistance.

Financial Consideration: Expenditures for the July 1, 2014-June 30, 2015 program year totaled $3,881,447: $2,193,228 for the CDBG program; $1,490,924 for HOME Investment Partnerships program; and $197,295 in the ESG program. There is no impact to the General Fund as a result of this action.

Legal Consideration: The City is required to provide an opportunity for citizens to review and comment on the CAPER prior to its submission to the U.S. Department of Housing and Urban Development (HUD). The City published a notice in the Wichita Eagle on August 24, 2015, advising that public comments would be accepted through September 7, 2015.

The CAPER was made available to the public through the Neighborhood Resource Centers, Housing and Community Services Department, Planning Department, City Council Office, City of Wichita website and specified branches of the Wichita Public Library. No comments were received.

Recommendation/Actions: It is recommended that the City Council close the Public Hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development (HUD).

Attachment(s): 2014-15 CAPER

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

Actual resources for the City of Wichita's 2014-15 program year were close to staff estimates which resulted in expenditures at prior program levels (and increased for ESG). One program of note is the summer youth employment program, The Way to Work. This program provides job placements and employee skill development for 14 and 15 year old youth living in Housing Authority properties. In the 2015 program, 40 additional 14 and 15 year olds were placed. A pilot program funded by Community Services Block Grant, placed 20 youth who were 16 and 17 and who participated in the original program when they were younger. The program was very successful and a model for blending the two funding sources.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Boarded Up House Program	Non-Housing Community Development	CDBG / HOME: $125,000	Homeowner Housing Added	Household Housing Unit	2	2	100.00%	2	2	100.00%
Home Repair	Affordable Housing	CDBG: $ HOME: $	Homeowner Housing Rehabilitated	Household Housing Unit	2	0	0	2	0	0.00%
Home Repair	Affordable Housing	CDBG: $ HOME: $	Buildings Demolished	Buildings	0	0	0	0	0	0

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Home Repair	Affordable Housing	CDBG: $1,142,000 HOME: $	Other	Other	275	226	0.00%	275	226	82.18%
Homebuyer Assistance	Affordable Housing	HOME: $319,972	Direct Financial Assistance to Homebuyers	Households Assisted	15	38	9	15	38	253.33%
Homeless Assistance (Shelters)	Homeless	ESG: $105,766	Homeless Person Overnight Shelter	Persons Assisted	500	959	7.60%	500	959	100%
Homeless Assistance (Shelters)	Homeless	ESG: $29,400	Other	Other	1500	2,340	0.00%	1500	2,340	100%
Homeless Prevention	Homeless	ESG: $18,124	Homelessness Prevention	Persons Assisted	18	93	0.00%	18	93	100%
Housing First	Homeless	CDBG: $68,500 ESG: $10,000	Other	Other	64	74	0.00%	64	74	100%
Neighborhood Stabilization	Non-Housing Community Development	CDBG: $532,020	Other	Other	5000	28,955	0.00%	5000	28,955	100%
New Housing Development (single/multi-family)	Affordable Housing	HOME: $	Homeowner Housing Added	Household Housing Unit	11	22	200.00%	11	22	200.00%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Office of Community Engagement	Non-Housing Community Development	CDBG: $385,000	Other	Other	5000	27,375	0.00%	5000	27,375	100%
Program Administration	Program Administration	CDBG: $458,609 HOME: $110,784 ESG: $7,910	Other	Other	0	0	N/A	N/A	N/A	N/A
Rapid Re-Housing	Homeless	ESG: $54,370	Homelessness Prevention	Persons Assisted	28	146	0.00%	28	146	100%
Rental Housing Repair	Affordable Housing		Other	Other	0	0				
Training and Employment	Non-Housing Community Development	CDBG: $275,000	Jobs created/retained	Jobs	125	176	0.00%	125	176	100%
Women's Services	Homeless	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	400	0	0.00%	400	454	113.50%
Youth Enrichment and Crime Prevention	Non-Housing Community Development	CDBG: $125,000	Other	Other	4000	4502	112.55%	4000	4502	112.55%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

Activity priorities were identified through citizen input during the development of the Consolidated Plan. The City's use of funds followed these priorities, specifically the top three: housing (home repair, new housing development, and homebuyer assistance); neighborhood stabilization (street, sidewalk, infrastructure); and public services (Housing First, Office of Community Engagement, training and employment and youth enrichment and crime prevention). The majority of expenditures were in the housing priority for CDBG and HOME. Neighborhood stabilization activities were identified and implemented, including sidewalk repair/installation, two park improvement activities, and designs were completed for a street-paving project. Public services funds were fully expended for service for survivors of domestic violence, summer youth employment, and staff support for the Housing First and Citizen Engagement programs.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME	ESG
White	2,000	66	2066
Black or African American	787	55	1291
Asian	101	4	37
American Indian or American Native	73	1	216
Native Hawaiian or Other Pacific Islander	15	0	056
Total	**2,976**	**126**	**3538**
Hispanic	1,190	40	311
Not Hispanic	1,786	86	3074

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Due to an error in the HUD IDIS system data base, all race codes are not displayed in the above table, thus the total number of families assisted is not reflected above.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Federal	3,261,129	2,275,370
HOME	Federal	1,238,857	1,490,925
ESG	Federal	225,915	209,345

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
N/A			

Table 4 – Identify the geographic distribution and location of investments

Narrative

During this program year, investments were distributed on a city-wide basis.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

A variety of funding sources were leveraged by City HOME funds for projects completed during the year and projects currently in progress. Local lenders and agencies provided over $2,482,465 in first mortgage loans in order to facilitate home purchases assisted through the HOMEownership 80 program. Local lenders and other organizations also provided over $1,093,708 in private construction financing in order to leverage CHDO single-family construction projects completed during the program year. Local non-profit CHDOs, lenders, and Habitat for Humanity provided $74,500 in additional down payment and closing costs assistance for HOMEownership 80 program clients through the Federal Home Loan Bank's Affordable Housing Program (AHP) and other initiatives.

The City's Neighborhood Revitalization Program continues to provide for a waiver of permit fees, water/sewer tap and plant equity fees for homes constructed in the City's designated Neighborhood Revitalization Area. These fees were waived in connection with the construction of 24 single-family homes in the designated area.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	3,343,806
2. Match contributed during current Federal fiscal year	308,195
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	3,652,001
4. Match liability for current Federal fiscal year	396,109
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	3,255,891

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
01-2553	07/11/2014	4,000	4,795	0	0	0	0	8,795
02-2554	07/11/2014	4,000	4,788	0	0	0	0	8,788
03-2561	07/30/2014	4,000	23,850	0	0	0	0	27,850
04-2556	08/08/2014	0	4,809	0	0	0	0	4,809
05-2552	08/14/2014	0	1,061	0	0	0	0	1,061
06-2555	08/15/2014	4,000	4,788	0	0	0	0	8,788
07-2589	08/20/2014	5,000	21,872	0	0	0	0	26,872
08-2604	09/25/2014	5,000	20,009	0	0	0	0	25,009
09-2563	11/03/2014	4,000	4,795	0	0	0	0	8,795
10-2533	11/05/2014	4,000	1,068	0	0	0	0	5,068
11-2564	12/05/2014	4,000	4,795	0	0	0	0	8,795
12-2565	12/05/2014	4,000	4,795	0	0	0	0	8,795
13-2615	12/17/2014	4,000	18,151	0	0	0	0	22,151
14-2614	12/17/2014	4,000	19,631	0	0	0	0	23,631
15-2599	01/26/2015	1,500	865	0	0	0	0	2,365
16-2620	01/29/2015	5,000	18,512	0	0	0	0	23,512
17-2619	04/17/2015	0	4,624	3,300	0	0	0	7,924
18-2637	05/14/2015	2,000	18,151	0	0	0	0	20,151
19-2607	05/15/2015	5,500	819	0	0	0	0	6,319
20-2611	05/28/2015	5,500	823	0	0	0	0	6,323
21-2626	05/29/2015	0	899	0	0	0	0	899
22-2609	06/08/2015	0	804	0	0	0	0	804
23-2638	06/17/2015	0	23,262	0	0	0	0	23,262
24-2602	06/30/2015	5,000	22,429	0	0	0	0	27,429

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period $	**Amount received during reporting period $**	**Total amount expended during reporting period $**	**Amount expended for TBRA $**	**Balance on hand at end of reporting period $**
0	642,024	609,213	0	32,811

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Dollar Amount	1,003,564	0	0	50,000	38,278	915,286
Number	27	0	0	1	1	25
Sub-Contracts						
Number	193	0	1	0	1	191
Dollar Amount	1,222,019	0	4,965	0	2,915	1,214,139

	Total	**Women Business Enterprises**	**Male**
Contracts			
Dollar Amount	1,003,564	0	1,003,564
Number	27	0	27
Sub-Contracts			
Number	193	0	193
Dollar Amount	1,222,019	0	1,222,019

Table 8 – Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	**Minority Property Owners**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	10	68,000
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	**Total**	**Minority Property Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	404	404*
Number of Non-Homeless households to be provided affordable housing units	150	150*
Number of Special-Needs households to be provided affordable housing units	368	368*
Total	**922**	

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	2,806	2,636
Number of households supported through The Production of New Units	13	24
Number of households supported through Rehab of Existing Units	2	2
Number of households supported through Acquisition of Existing Units	2	14
Total	**2,823**	**2,676**

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

*This preliminary draft includes estimated numbers, which will be finalized prior to submission.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	NA	2
Low-income	NA	16
Moderate-income	NA	22

Number of Persons Served	CDBG Actual	HOME Actual
Total	**NA**	**40**

Table 13 – Number of Persons Served

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Wichita Police Department's Homeless Outreach Team (HOT) has continued to reach out to and engage unsheltered homeless persons. Their efforts resulted in 31 placements through the City's Housing First program. In addition they were able to reconnect some members of this population to family and when necessary, fund transportation to communities where housing through family members was available. The Wichita Children's Home also provides outreach to unsheltered youth through their SOS (Street Outreach Services) program and the drop-in center for homeless youth – OZ (Opportunity Zone).

The City also provides ESG funding for the United Methodist Open Door Resource and Referral Center, where homeless individuals and families can receive a variety of services (such as lunch, laundry and shower facilities, mail and phone services, etc.) as well as needs assessment and referrals for medical assistance, counseling, legal services and veteran's services, many of which are available on site.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Wichita Sedgwick County Continuum of Care continues to monitor and update records relative to the emergency and transitional housing needs of homeless persons. During the report period, the City of Wichita provided funding for emergency shelter and transitional housing services through the Emergency Solutions Grant. Funding was provided for essential services and operations of two emergency shelters serving homeless individuals and families, two shelters for homeless victims of domestic violence, one transitional housing shelter, one winter overflow shelter, and a day shelter program for homeless individuals, which collectively sheltered 3,299 adults and children.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Wichita's Housing First program is the primary vehicle through which chronically homeless persons make the transition to permanent housing. The program works on referrals from community

agencies and the Police Homeless Outreach Team who also agree to provide weekly case management services for persons who are placed in housing. The CDBG costs for this program include staff only. The City and County general fund budgets cover all housing costs until/unless the client can contribute toward those costs from his or her income. Initial budgets for housing costs total $324,355 with the City and County each contributing half. During the report period, a total of 74 persons were placed through this program (including 31 referrals from the HOT). In addition, special efforts have also focused on homeless veterans through the VASH program. Eligible veterans are referred to the Housing Authority Section 8 staff who provide the voucher. Staff at the VA continue to provide support services to help ensure stability once they are housed. Other community resources contributing to this effort include The Salvation Army, StepStone, Inc. whose focus is on survivors or domestic violence, and the Wichita Children's Home – all of whom provide transitional housing programs to help ensure permanent housing stability.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City partners with a community agency to provide rent payments to low income persons who are facing eviction. The City provides funding with Emergency Solutions Grant funds; the agency screens for eligibility and provides budget counseling. A similar program provides assistance for water bill payments only and is funded by community donations. There is one major program provider which addresses the needs of youth who are in crisis relative to their housing needs. That provider, the Wichita Children's Home, recently completed phase one of their planned program expansion which 30 apartments and two studio units in their transitional housing program.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

- Expand the supply of affordable housing by applying for additional rental vouchers with adequate administrative funds and reduce public housing vacancies: Wichita Housing Authority (WHA) applied for and received 33 VASH Vouchers for a total of 198
- Improve the quality of management performance as monitored by Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) scores; SEMAP = 92; PHAS = 81
- Bring higher income public housing households into lower income developments and, promote income mixing in Section 8 housing, and designated housing for the elderly.
- Promote self-sufficiency by increasing the percentage of employed persons in assisted housing, attracting supportive services to improve assisted clients' employability and independence for the elderly and disabled.
- Limit public housing to persons at or below 80% of the area median income.
- Increase economic sustainability by helping families living in Section 8 and Public Housing achieve economic security through Individual and Family Development activities and introduce youths age 14 & 15 to a culture of work through summer youth employment and job skills training.
- To ensure equal opportunity and affirmatively further fair housing WHA has fair housing posters in several languages hung on the office walls and public housing residences that inform readers and tenants how to report and file Fair Housing Violations. WHA public hearings are advertised in the Wichita Eagle and the Community Voice which is published and distributed in the northeast part of Wichita with a large African American population.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

- The WHA Tenant Advisory Board (TAB) consists of Section 8 HCV clients and Public Housing tenants. WHA management staff attend the TAB meetings and work with board members to develop policies, the agency annual and five year plans, discuss and prioritize capital fund program spending plans. The TAB reviews and comments on reports staff submit to the U.S. Department of Housing and Urban Development (HUD). One member of the TAB is a member of the WHA Board and votes on all policy, funding applications, utility allowances, etc.
- Section 8 HCV Family Self-Sufficiency program promotes homeownership and 60 clients have purchased their own homes.

Actions taken to provide assistance to troubled PHAs

WHA has not provided assistance to troubled PHA's, but is open to such an opportunity if the PHA or HUD would invite us to help.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

During this program year, the Housing and Community Service Department developed a Comprehensive Housing Policy for consideration by the Wichita City Council. The policy is divided into the four areas of housing affordability, housing availability, neighborhood stability and resources. Each policy area includes an array of strategies which were developed in conjunction with the Wichita Area Metropolitan Planning Department and determined to be consistent with both the Five Year Consolidated Plan and the City of Wichita Comprehensive Plan. Public meetings have been scheduled to gather feedback from community stakeholders for each of the policy areas. It is anticipated that the final policy will be presented to Council during 2015.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Wichita is considering several strategies on a small scale, to develop more affordable housing and eliminate neighborhood blight. A pilot program will be introduced in late 2015, to acquire tax foreclosed vacant property and work with nonprofit housing developers to create new affordable housing.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City will continue to partner with the Kansas Department for Health and Environment to enhance home repair programs funded with CDBG and HOME, pending funding availability.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Wichita has implemented several strategies as an entity and in partnership with other agencies in the community to address the income obstacle through job training and placement, asset building and financial education, and specialized assistance to persons applying for social security benefits and other government resources. The City is the designated Community Action Agency for Sedgwick County and receives Community Services Block Grant (CSBG) funds to address poverty issues at the community level. The Wichita Sedgwick County Community Action Partnership (WSCCAP), a division of the Housing and Community Services Department, administers several programs to assist individuals and families to overcome the challenges of poverty. During this program year, a total of 578 individuals received medical services with WSCCAP assistance, 132 individuals and/or families received family development services, and 9 families participated in financial literacy and savings match programs.

Additionally, the City continues to offer bi-lingual written materials, and to market programs and

services through three neighborhood resource centers. Program staff provide an array of community engagement and support activities for low and moderate income citizens.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

WHA is a member of West Wichita Promise Neighborhood which is a coalition of public and private agencies committed to provide support for children from 'cradle to career' in the Wichita West High School feeder system. One huge outcome for 2015 is lower absenteeism and the highest number of graduates. The United Way of the Plains is the lead agency and others include USD 259, the City of Wichita, Child Start, Project Access, GraceMed Clinic, Connecting Point, Kansas Children's Service League, Wichita State University, Newman University, Communities in Schools, Catholic Charities, Senior Services, the Delano Neighborhood Association, and Sunflower Neighborhood and Business Association.

WHA contracts with Central Plains Area Agency (CPAAA) on the HUD funded ROSS-Service Coordinator grant. CPAAA provides the service coordinator and other agencies including the Independent Living Resource Center, Senior Services, Inc., Sedgwick County COMCARE, Sedgwick County In-Home Services, Wichita Fire and Police departments, GraceMed, Hunter Health Clinic, and the Mental Health Association provide supportive services and in-kind matching funds.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Education has been listed as the primary need to ensure fair housing choice in Wichita. To address that need the City partnered with staff from Housing and Credit Counseling, Inc. and the Urban League of Kansas, to provide a full day education workshop on fair housing. Landlords were the focus on the morning session and session for tenants took place in the afternoon. The workshops were supported with CDBG funds.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Wichita monitors all CDBG, ESG, and HOME-funded activities. Expenditures and accomplishments are reviewed and documented monthly to assure eligibility, compliance, and performance. Actual expenses and outcomes are compared to anticipated targets to ensure both timeliness of spending and achievement of anticipated goals. Progress for all activities is documented quarterly, and an assessment of risk is conducted annually to identify and determine monitoring requirements for subrecipients and subgrantees. Onsite monitoring is conducted annually for specified activities. Year-end accomplishment reports are compiled for all funded activities. All stakeholders, including funded providers, are invited to public meetings and hearings during the program year to provide input into the planning and funding process.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The 2014-15 Consolidated Annual Performance Report (CAPER) was made available for public comment during the period from August 24 through September 7, 2015. Hard copies were made available at Wichita City Hall, Housing and Community Services Department, all Neighborhood Resource Centers, and selected branch libraries, as well as online at the City Website. Comments could be made in writing, via email, and in person at a public hearing during the Wichita City Council meeting on September 15. The public hearing was advertised in the newspaper on and August 21, September 1 and September 11. Information about the CAPER and the solicitation of comments was advertised on City-7, the City's local cable channel, throughout the comment period and until the hearing date.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?	No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

All rental housing projects that received City HOME funding, which are the subject of a HOME affordability period, are monitored annually, on-site, even if not required under the HOME regulation. Following is a summary of the results of on-site inspections and compliance monitoring of HOME-assisted rental housing:

SANCHO Market Street Studio Apartments: Project was found to be in compliance with HOME regulations and requirements.

Mental Health Association (Pinecrest Place Senior Residences): Project was found to be in compliance with HOME regulations and requirements.

Innes Station Apartments: Project was found to be in compliance with HOME regulations and requirements.

Eaton Place Apartments: Project was found to be in compliance with HOME regulations and requirements.

Mennonite Housing Country Acres: Project was found to be in compliance with HOME regulations and requirements.

Harvester Apartments: Project was found to be in compliance with HOME regulations and requirements.

Interfaith Villa North: Project was found to be in compliance with HOME regulations and requirements.

Power CDC Single-Family Rental: Project was found to be in compliance with HOME regulations and requirements. Technical assistance provided with respect to income certification process.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The City has established minimum Affirmative Marketing requirements for HOME-assisted rental and homebuyer projects. These requirements are incorporated into all funding agreement when the project

involves five or more HOME-assisted units.

Each recipient of HOME funds for projects requiring compliance with affirmative marketing regulations is contractually required to prepare a written Affirmative Marketing Plan for their respective projects, when applicable. The Affirmative Marketing Plan must be available for public inspection in the recipient organization's office. Each plan must contain specific steps/actions that the recipient organization will take to provide information and otherwise attract eligible persons of all racial ethnic, and gender groups in the housing market area to the available housing.

Housing developers accessing HOME funding conduct outreach to the community by providing homeownership training services, housing counseling, and also by providing information regarding proposed projects in community newspapers, the Wichita Eagle, and through local radio stations. HOME-funded developers share in the affirmative marketing responsibilities for the City's homebuyer program, as part of these efforts.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

A total of $181,945.87 in additional funding was provided for HOME-assisted projects during the program year, as a result of Program income received.

$141,650 was allocated for three additional single-family homes to be developed under the City's Housing Development Loan Program. One of the homes was sold during the program year to a moderate income, African-American two member family, with a down payment assistance loan provided. Two of the single-family homes are currently under construction.

$14,188 was allocated to a previously funded single-family development project, to cover the costs of change orders associated with environmental review requirements/noise mitigation for two homes.

$5,965.00 was allocated to a previously funded project to cover a change order associated with site improvements for a single-family home constructed and sold during the program year. The home was sold during the program year to a low-income White/Hispanic single adult.

$20,142.87 in program income was allocated for coverage of HOME Program Administration expenses, in accordance with HOME Program regulations.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	WICHITA
Organizational DUNS Number	043063460
EIN/TIN Number	486000653
Identify the Field Office	KANSAS CITY
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	Wichita/Sedgwick County CoC

ESG Contact Name

Prefix	Ms.
First Name	MARY
Middle Name	K.
Last Name	VAUGHN
Suffix	
Title	Director

ESG Contact Address

Street Address 1	332 N. Riverview
Street Address 2	
City	Wichita
State	Kansas
ZIP Code	67202
Phone Number	3164623795
Extension	
Fax Number	3163379103
Email Address	mkvaughn@wichita.gov

ESG Secondary Contact

Prefix	Ms.
First Name	Lesa
Last Name	Lank
Suffix	
Title	Program Coordinator Community Investments
Phone Number	3164623725
Extension	
Email Address	llank@wichita.gov

2. Reporting Period—All Recipients Complete

Program Year Start Date	07/01/2014
Program Year End Date	06/30/2015

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name: WICHITA
City: WICHITA
State: KS
Zip Code: 67203
DUNS Number: 043063460
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Unit of Government
ESG Subgrant or Contract Award Amount: $54,370

Subrecipient or Contractor Name: Center of Hope, Inc.
City: Wichita
State: KS
Zip Code: 67202, 2514
DUNS Number: 052211062
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: $18,124

Subrecipient or Contractor Name: United Way of the Plains, Inc.
City: Wichita
State: KS
Zip Code: 67202, 1201
DUNS Number: 033537929
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: $1,311

Subrecipient or Contractor Name: Inter-Faith Ministries Wichita, Inc.
City: Wichita
State: KS
Zip Code: 67214, 3519
DUNS Number: 113265607
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: $18,100

Subrecipient or Contractor Name: Catholic Charities, Inc - SAFS
City: Wichita
State: KS
Zip Code: 67214, 3504
DUNS Number: 119770428
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Faith-Based Organization
ESG Subgrant or Contract Award Amount: $21,000

Subrecipient or Contractor Name: Salvation Army
City: Wichita
State: KS
Zip Code: 67202, 2010
DUNS Number: 827822904
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Faith-Based Organization
ESG Subgrant or Contract Award Amount: $21,000

Subrecipient or Contractor Name: United Methodist Open Door
City: Wichita
State: KS
Zip Code: 67201, 2756
DUNS Number: 047237131
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: $29,400

Subrecipient or Contractor Name: YWCA
City: Wichita
State: KS
Zip Code: 67201, 1740
DUNS Number: 556421030
Is subrecipient a victim services provider: Yes
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: $21,051

Subrecipient or Contractor Name: Catholic Charities - Harbor House
City: Wichita
State: KS
Zip Code: 67202, 2413
DUNS Number: 119770428
Is subrecipient a victim services provider: Yes
Subrecipient Organization Type: Faith-Based Organization
ESG Subgrant or Contract Award Amount: $17,891

Subrecipient or Contractor Name: Inter-Faith Ministries - WSWS
City: Wichita
State: KS
Zip Code: 67214, 3519
DUNS Number: 113265607
Is subrecipient a victim services provider: No
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: $6,724

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	42
Children	51
Don't Know/Refused/Other	0
Missing Information	0
Total	**93**

Table 14 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	60
Children	86
Don't Know/Refused/Other	0
Missing Information	0
Total	**146**

Table 15 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	2,877
Children	422
Don't Know/Refused/Other	0
Missing Information	0
Total	**3,299**

Table 16 – Shelter Information

4d. Street Outreach

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	**0**

Table 17 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	2,979
Children	559
Don't Know/Refused/Other	0
Missing Information	0
Total	**3,538**

Table 18 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	2,456
Female	1,080
Transgender	1
Don't Know/Refused/Other	1
Missing Information	0
Total	**3,538**

Table 19 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	559
18-24	331
25 and over	2,648
Don't Know/Refused/Other	0
Missing Information	0
Total	**3,538**

Table 20 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households

Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans	0	0	0	260
Victims of Domestic Violence	0	0	0	197
Elderly	0	0	0	100
HIV/AIDS	0	0	0	6
Chronically Homeless	0	0	0	231
Persons with Disabilities:				
Severely Mentally Ill	0	0	0	320
Chronic Substance Abuse	0	0	0	622
Other Disability	0	0	0	545
Total (Unduplicated if possible)	0	0	0	906

Table 21 – Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

10. Shelter Utilization

Number of New Units - Rehabbed	0
Number of New Units - Conversion	0
Total Number of bed-nights available	68,430
Total Number of bed-nights provided	62,150
Capacity Utilization	90.82%

Table 22 – Shelter Capacity

11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

The Wichita/Sedgwick County Continuum of Care has identified program outcome targets for every provider receiving ESG funding which are aligned with the Continuum of Care grant application and CoC funding award for our jurisdiction. Those CoC-identified outcomes are included in the individual funding agreements between the ESG-funded providers and the City of Wichita, along with the additional program outcome data each provider included in the proposal(s) for ESG funding. Each provider measures the total number of program participants achieving housing stability during the operating year, with a community goal the 70% of participapants will achieve housing stability. Due to the variation in reporting dates between the City of Wichita program year, and the CoC operating year, final (collective) outcome data for all providers in the CoC is not yet available. Based on individual program performance data submitted to the City by ESG-funded providers, that target may need to be reduced to 60%. This is due to the fact that several shelters have shorter lengths of stay, and may be less likely to reach the community-wide target.

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2012	**2013**	**2014**
Expenditures for Rental Assistance	3,838	15,232	14,347
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Prevention under Emergency Shelter Grants Program	0	0	0
Subtotal Homelessness Prevention	**3,838**	**15,232**	**14,347**

Table 23 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2012	**2013**	**2014**
Expenditures for Rental Assistance	66,137	45,696	53,796
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Assistance under Emergency Shelter Grants Program	0	0	0
Subtotal Rapid Re-Housing	**66,137**	**45,696**	**53,796**

Table 24 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2012	**2013**	**2014**
Essential Services	0	96,040	132,985
Operations	133,159	0	0
Renovation	0	0	0
Major Rehab	0	0	0
Conversion	0	0	0
Subtotal	**133,159**	**96,040**	**132,985**

Table 25 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2012	**2013**	**2014**
HMIS	3,500	0	1,311
Administration	16,190	11,400	6,903
Street Outreach	0	0	0

Table 26 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	2012	2013	2014
600,534	222,824	168,368	209,342

Table 27 - Total ESG Funds Expended

11f. Match Source

	2012	2013	2014
Other Non-ESG HUD Funds	0	0	0
Other Federal Funds	0	0	0
State Government	0	0	0
Local Government	0	0	0
Private Funds	144,532	256,553	237,770
Other	96,752	33,600	0
Fees	0	0	0
Program Income	0	0	0
Total Match Amount	**241,284**	**290,153**	**237,770**

Table 28 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2012	2013	2014
1,369,741	464,108	458,521	447,112

Table 29 - Total Amount of Funds Expended on ESG Activities

Agenda Item No. IV-4

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: Community Event with Alcohol Consumption – Resolution, Carnegie Library Centennial Concert (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Adopt the Resolution.

Background: A Community Event application with alcohol consumption allowed has been submitted for the Carnegie Library Centennial Concert, scheduled for October 2, 2015. 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 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 street 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 community 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 and authorize the necessary signatures.

Attachments: Resolution, Community Event Application for Carnegie Library Centennial Concert and maps of proposed site for consumption of alcoholic liquor for the event.

RESOLUTION NO. 15-286

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING THE CARNEGIE LIBRARY CENTENNIAL CONCERT COMMUNITY EVENT

WHEREAS, the City Council has approved as a community event Carnegie Library Centennial Concert to occur on October 2, 2015.

WHEREAS, the City Council has approved the 200 block of South Main Street to be closed to vehicular traffic from William Street to English Street for such event from 3:00 p.m. untio 8:00 p.m. on Friday, October 2, 2015 with the consumption of alcoholic liquor allowed thereon during the same time period.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at Carnegie Library Centennial Concert 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 Carnegie Library Centennial Concert, to occur from 3:00 p.m. to 8:00 p.m. on October 2, 2015 as set forth above.

ADOPTED by the governing body of the City of Wichita, Kansas, this 15th day of September, 2015.

CITY OF WICHITA, KANSAS

By_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney &
Director of Law

Agenda Item No. IV-5

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: Community Event with Alcohol Consumption – Resolution, Oktoberfest and Run for the Poor 5K (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Adopt the Resolution.

Background: A Community Event application with alcohol consumption allowed has been submitted for Oktoberfest and Run for the Poor 5K, scheduled for October 3, 2015. 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 public streets, which have been closed to motor vehicle traffic during such licensed community 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 community 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 and authorize the necessary signatures.

Attachments: Resolution, Community Event Application for Oktoberfest and maps of proposed site for consumption of alcoholic liquor for the event.

RESOLUTION NO. 15-287

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING OKTOBERFEST AND RUN FOR THE POOR 5K COMMUNITY EVENT

WHEREAS, the City Council has approved as a community event Oktoberfest and Run for the Poor 5K to occur on October 3, 2015.

WHEREAS, the City Council has approved the 100 block of North Quentin to be closed to vehicular traffic from Douglas Avenue to First Street for such event from 5:00 p.m. on Friday, October 2, 2015 to 11:30 p.m. on Saturday, October 3, 2015, and with the consumption of alcoholic liquor allowed thereon from 10:00 a.m. to 11:00 p.m. on October 3, 2015.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at Oktoberfest 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 Oktoberfest and Run for the Poor 5K, to occur from 10:00 a.m. to 11:00 p.m. on October 3, 2015 as set forth above.

ADOPTED by the governing body of the City of Wichita, Kansas, this 15th day of September, 2015.

CITY OF WICHITA, KANSAS

By_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney &
Director of Law

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: 2016 Employee Health Insurance Vendor Selections and Health, Vision and Dental Working Rates

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Approve the employee health vendor selections and the 2016 employee health, vision and dental insurance working rates.

Background: The City's health insurance and prescription drug programs are self-funded and are currently administered through an administrative services only (ASO) contract with Coventry Health Services of Kansas and a prescription benefit management (PBM) contract with Catamaran Rx. Both of these contracts expire January 1, 2016. The employee self-funded vision benefit program contracted through VSP to January 1, 2017, was approved by the City Council on September 16, 2014. Vision benefit rates are charged through the employee health insurance rates. Both employee dental plans are self-funded, 100% employee paid and utilize third-party administrative (TPA) services contracted through Delta Dental of Kansas to January 1, 2017.

The City contracts with a benefit consultant, IMA, to: monitor the health insurance programs; provide assistance with the selection of health insurance providers; recommend plan modifications; facilitate cost containment programs; and provide rate analyses for recommended self-insured funding and employee premium charges. The City also utilizes a Health Insurance Advisory Committee (HIAC) to provide plan oversight and recommend program renewals and modifications to existing benefits. The Staff Screening and Selection Committee for this process included representatives from the Fraternal Order of Police Local 105, International Association of Firefighters Local 135, Service Employees International Local 513, Employees Council (non-union), Pension Management and other City staff.

Analysis: At the request of staff, IMA and its PBM evaluation partner, Truveris, issued Requests for Proposals (RFPs) for the City's employee health and prescription insurance benefit administrators since the current contracts expire at the end of the this year. IMA and Truveris distributed RFPs for the City's employee health insurance benefits to 12 separate prospective third party administrators (TPAs) and ASOs, and 11 separate PBMs. In May and June this year, IMA and Truveris received six medical ASO/TPA responses and eight PBM responses. IMA and Truveris analyzed each of the responses and provided the Staff Screening and Selection Committee with detailed benefit cost and service comparisons for short-listing and vendor selection.

The Staff Screening and Selection Committee (SSSC) met on June 22, 2015 to short-list the top candidates in each service line for interviews. The SSSC selected United Healthcare, Aetna and Blue Cross/Blue Shield of Kansas as finalists for the ASO providers, with MedTrak, Optum and Aetna as finalists for PBM services. The SSSC conducted finalist interviews on July 15 and 16, 2015, and again met on August 7, 2015, to make final selections and recommendations. The recommended provider for medical ASO vendor was Aetna, while the PBM services recommended provider was MedTrak.

Aetna, which had purchased Coventry over a year ago, was selected based on its strong average network discount, capabilities with a local service team, strong public sector experience, robust data reporting, telemedicine, real-time member applications, as well as strong support of the City's wellness program.

MedTrak, based out of Kansas City, was selected as the recommended PBM provider based on its service delivery, performance guarantees, rebates, and pricing. MedTrak's customer service rated very high, as did its references, reporting capabilities and management programs.

The City's health, prescription and vision plans are all self-funded, meaning that the City and members pay the actual cost of claims, administrative fees, as well as other expenses representing direct costs to the Plan. With vendor recommendations established and based on current claims experience available, staff also instructed IMA to calculate the 2016 premium equivalents for the City's Premium PPO and Select PPO Health Insurance Plans, including vision benefits, as well as premium equivalents for both the Preferred and Traditional dental plans.

The rates for both medical plans, including vision, are based on actual and forecasted medical and vison claims trend assumptions. Items used to calculate the trend assumptions establishing the 2016 working rates include:

- Aetna's ASO fees
- MedTrak's PBM fees
- VSP's TPA fees
- Wellness costs
- Stop-loss insurance premiums
- Healthcare Reform Reinsurance fees
- Expected cost of claims

Employee wellness activities are partly funded through health insurance premiums and ASO contributions. Employee care and treatment adherence are requirements to successfully manage the employee population's top disease states. To meet this need, the focus of the wellness program will transition from the current activities-based program to an outcomes-based program. This modification is designed to enhance and incentivize patient-physician relationships, prescription adherence and to encourage preventive examinations. The new three-tiered incentive structure is designed to further encourage healthy lifestyles and is compliant with the Affordable Care Act (ACA).

Rates for both the Traditional and Preferred dental plans are based on the actual cost of claims paid, expected utilization trend and Delta Dental of Kansas' administrative fees approved by the City Council on August 19, 2014.

Financial Considerations: The employee health and vision programs are paid with City contributions of not less than 80% and employee contributions of not more than 20%. Both the Traditional and Preferred Dental plans are 100% employee paid. The City's share of costs for each employee benefit line is budgeted and paid from the Self Insurance Fund.

Based on rate actuarial trend analysis, IMA and the HIAC recommend a 5.0% increase in the premium equivalent rates for both the 2016 Premium and Select Health Plans. This rate increase compares favorably to regional and national trends currently experiencing rate increases between 10 and 11%. The recommended 2016 employee health and vison insurance premiums and comparisons to the prior year are reflected in the following table:

	2015-Current			2016-Proposed		
	Monthly Rate	**City Cost**	**Employee Cost**	**Monthly Rate**	**City Cost**	**Employee Cost**
Premium PPO						
Individual	$498.74	$399.00	$99.74	$523.68	$418.94	$104.74
Family	$1,492.40	$1,193.92	$298.48	$1,567.04	$1,253.62	$313.42
Select PPO						
Individual	$411.20	$379.96	$31.24	$431.78	$399.40	$32.38
Family	$1,229.78	$1,136.84	$92.94	$1,291.28	$1,194.42	$96.86

Due to increased utilization, rates for the 2016 employee dental program will increase by 5% from those charged during 2015.

	2015-Current Monthly Rate	**2016-Proposed Monthly Rate**
Select Dental Plan		
Employee	$29.13	$30.59
Employee +1	$55.03	$57.78
Family	$89.72	$94.21
Preferred Dental Plan		
Employee	$23.30	$24.47
Employee +1	$41.35	$43.42
Family	$69.54	$73.02

Wellness rewards paid to those meeting their 2014 goals totaled $105,300, and represented approximately 13% of the enrolled employee population. Development of an outcomes-based incentive program would have the potential to reward those same qualifying individuals the opportunity to earn an additional $87,000 collectively, based on the 2016 premium levels. Assuming a two-fold increase in participation, the wellness program would have the potential to reward up to $375,000. Added to the funding level generated through premiums, the proposed ASO will also contribute $75,000 for wellness program operations and communications.

Legal Considerations: The contracts will be subject to review and approval as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council accept the recommendations of the Staff Screening and Selection Committee and (1) approve Aetna and MedTrak as the ASO and PBM providers for employee medical and prescription benefits providers for 2016-2018, with two additional one-year options for renewal; (2) approve the 2016 premium equivalent rates for the Premium PPO, Select PPO and Vision plans; (3) approve the 2016 premium equivalent rates for the Traditional and Preferred Dental plans; (4) approve the transition to an ACA-compliant wellness program with top incentive rewards not to exceed 3% of the plan's total premium cost; (5) authorize staff to negotiate contracts with the proposed vendors; and (6) authorize the necessary signatures.

Attachments: None

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council Members

SUBJECT: General Obligation Bond and Note Sale

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Ratify the award of the bids.

Background: On August 10, 2015, Resolutions 15-238 and 15-239 were adopted by the City Council authorizing the sale of two series of general obligation (GO) bonds (Series 815 and 816) in the principal amount not to exceed $13,300,000 and two series of general obligation temporary notes (Series 274 and 276) in the principal amount not to exceed $72,000,000. The temporary notes provide short-term financing of improvements that shall be permanently financed through the issuance of bonds, pay-as-you-go financing or other sources. The bonds are being issued on a reimbursement basis to finance project costs previously incurred.

The resolutions authorized the sale of the GO bonds and notes, which was held on Thursday, September 10, 2015, and provided authority for the City Manager or his designee to accept the best conforming bids with ratification of the bids and approval of the bond ordinances and bond and note resolutions by the City Council at its next regularly scheduled meeting.

Analysis: The proceeds from the sale of the Series 274 and 276 Notes will be used to provide interim financing for City-at-large projects, Airport projects, improvement district projects, public improvement projects and transit buses. Due to the nature of certain Airport improvements, interest on the Series 276 Notes is subject to Federal Alternative Minimum Tax.

The proceeds from the sale of the Series 815 Bonds will be used to permanently finance public improvements and façade special assessment projects. Additionally, interest on the Series 815 Bonds is subject to Federal income taxation. The proceeds from the sale of the Series 816 Bonds will be used to permanently finance special assessment projects.

Bids were accepted electronically through ***PARITY*** Electronic Bid Submission System on Thursday September 10, 2015 until 10:00 a.m. CT in the Finance Conference Room, at which time the bids were publicly received. By law, the City must award the sale of the bonds and notes to the bidder whose proposed interest rates result in the lowest overall cost to the City.

Four bids were received for the Series 815 Bonds with the lowest bid at a true interest cost (TIC) of 3.20% received from Raymond James & Associates, Inc. The Series 816 Bonds received seven bids with the lowest bid at a TIC of 2.68% received from Robert W. Baird & Co., Inc. Two bids were received for the Series 274 Notes with the lowest bid at a TIC of 0.62% received from Morgan Stanley & Co, LLC. The Series 276 Notes received two bids with the lowest bid at a TIC of 1.04% received from Jefferies LLC.

Financial Considerations: The Series 274 and 276 Notes are subject to optional redemption on and after April 15, 2016 and will mature on October 15, 2016. The Notes will be retired using cash, the proceeds of permanent financing bonds and/or renewal notes issued at that time or from other sources. The Series 815 Bonds will mature over 15 years with a majority of the debt service to be paid from special assessments that are levied against benefited property. The Series 816 Bonds will mature over 15 and 20 years and will be paid from special assessments that are levied against benefited property. Both series of bonds are subject to optional redemption on December 1, 2024 and thereafter, at par.

Legal Considerations: The authorizing ordinances and resolutions have been prepared by Bond Counsel and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: (1) ratify the award of the bids by the City Manager for each series of bond and notes; (2) adopt the Bond Ordinances on a Declaration of Emergency basis; (3) adopt the Bond and Note Resolutions; and (4) authorize the necessary signatures.

Attachments:
For each Bond series – Bond Ordinance, Bond Resolution and Declaration of Emergency
For each Note series – Note Resolution
Parity Bid Results – Series 815
Parity Bid Results – Series 816
Parity Bid Results – Series 274
Parity Bid Results – Series 276

1:48:49 p.m. CDST	Upcoming Calendar	Overview	Compare	Summary

Bid Results

Wichita
$44,400,000 General Obligation Temporary Notes, Series 274

The following bids were submitted using ***PARITY***® and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

	Amount Awarded (M)	Bidder Name	TIC	Bid Amount
Reoffering	44,400	Morgan Stanley & Co. LLC	0.622698	44,400M
		Jefferies LLC	0.959954	44,400M
	---			---
Awarded Totals	44,400M			88,800M
Issue Size	44,400M			

Save

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

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1:48:57 p.m. CDST	Upcoming Calendar	Overview	Compare	Summary

Bid Results

Wichita
$2,835,000 Taxable General Obligation Bonds, Series 815

The following bids were submitted using ***PARITY***® and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC
☑ Reoffering	Raymond James & Associates, Inc.	3.200544
☐	Hutchinson, Shockey, Erley & Co.	3.281473
☐	Robert W. Baird & Co., Inc.	3.293893
☐	BOSC, Inc.	3.319693

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

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1:49:06 p.m. CDST	Upcoming Calendar	Overview	Compare	Summary

Bid Results

Wichita
$24,700,000 General Obligation Temporary Notes (Subject to AMT), Series 276

The following bids were submitted using ***PARITY***® and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

	Amount Awarded (M)	Bidder Name	TIC	Bid Amount
Reoffering	24,700	Jefferies LLC	1.036145	24,700M
		Hutchinson, Shockey, Erley & Co.	1.897247	24,700M
	---			---
Awarded Totals	24,700M			49,400M
Issue Size	24,700M			

Save

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

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1:49:10 p.m. CDST	Upcoming Calendar	Overview	Compare	Summary

Bid Results

Wichita
$10,190,000 General Obligation Bonds, Series 816

The following bids were submitted using ***PARITY***® and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC
☑ Reoffering	Robert W. Baird &.Co., Inc.	2.682433
☐	Raymond James & Associates, Inc.	2.685316
☐	Piper Jaffray	2.728399
☐	Janney Montgomery Scott LLC	2.783473
☐	Bank of America Merrill Lynch	2.814708
☐	Hutchinson, Shockey, Erley & Co.	2.820527
☐	BOSC, Inc.	2.950233

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

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Wichita, Kansas
September 14, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated August 31, 2015, were read and on motion approved.

Bids were opened August 28, September 4, and September 11, 2015, pursuant to advertisements published on:

2015 Sanitary Sewer Rehabilitation, Phase E (CIPP) (north of 31st Street South, east of Hillside) (468-85045/620752/665005) Traffic to be maintained during construction using flag persons and barricades. (District I, II, III)

Insituform Technologies USA LLC - $530,522.90

Marblefalls from the southeast line of Lot 13, Block A, south to and including the roundabout; and on Mantane from the east line of the roundabout east to the east line of the plat and that sidewalk be constructed on Marblefalls and Mantane to serve Falcon Falls 2nd Addition (north of 45th Street North, west of Hillside) (472-85106/766340/490361) Traffic to be maintained during construction using flag persons and barricades. (District I)

Kansas Paving Company - $226,974.50

Lateral 542, Southwest Interceptor Sewer to serve Siena Lakes Addition (south of 37th Street North, west of Hoover) (468-84969/744372/480064) Does not affect existing traffic. (District V)

Duling Construction $98,760.00

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

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

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: 66,000 GVWR Knuckle Boom Loader.

Roberts Truck Center LLC - $192,600.00 Base Bid
$1,720.00 Option 2
Standard Option 5
$9,580.00 Grapple Option

PARK AND RECREATION DEPARTMENT/RECREATION DIVISION: Buffalo Park Improvements.

Simpson Construction Services Inc.*--$1,488,100.00 Base Bid
$7,500.00 Add Alternate 4
$76,000.00 Add Alternate 5

*Award 10/6/2015 Subject to Council Approval of New Engineers Estimate.

INFORMATION TECHNOLOGY/INFORMATION SERVICES: Networking Equipment and Support.

Alexander Open Systems* - $103,893.52 per the State of Kansas Contract #10330

*Purchases utilizing Government Entities Contracts, Cooperative Contracts and Agreements - Ordinance No. 38-122 Section 2.64.020 (j).

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: September 14, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

September 4, 2015

2015 Sanitary Sewer Rehabilitation Phase E (CIPP) (north of 31st Street S., east of Hillside) – Public Works & Utilities Department/Engineering Division
Insituform Technologies USA, LLC **$530,522.90**

Paving – Marblefalls; Mantane (north of 45th Street North, west of Hillside) – Public Works & Utilities Department/Engineering Division
Kansas Paving Company **$226,974.50**

September 11, 2015

Lateral 542, Southwest Interceptor Sewer to serve Siena Lakes Addition – Public Works & Utilities Department/Engineering Division
Duling Construction **$98,760.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

September 4, 2015

66,000 GVWR Crew Cab and Chassis w/Knuckle Boom Loader – Public Works & Utilities Department/Fleet & Facilities Division

Roberts Truck Center, LLC	**Base Bid**	**$192,600.00**
	Option 2 (Add)	**$1,720.00**
	Option 5 (Per Each)	**Standard**
	Grapple Option (Add) (Per Each)	**$9,580.00**

Buffalo Park Improvements – Park & Recreation Department/Recreation Division

Simpson Construction Services, Inc.	**Base Bid**	**$1,488,100.00**
	Alternate 4 (Add)	**$7,500.00**
	Alternate 5 (Add)	**$76,000.00**

(Award 10-6-2015 Subject to City Council Approval of New Engineer's Estimate)

Networking Equipment & Support – Information Technology/Information Services Department (IT/IS)

Alexander Open Systems	**Cooperative Contracts and Agreements, Ordinance No. 38-122, Section 2.64.020(j), State of Kansas Contract #10330**	**$103,893.52**

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

Melinda A Walker

Melinda A. Walker
Purchasing Manager

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - September 4, 2015

RQ540969

FB#540160		Engineer's Construction Estimate	Insituform Technologies USA LLC	Layne Inliner LLC	SAK Construction LLC
2015 Sanitary Sewer Rehabilitation Phase E (CIPP)		$614,000.00	$530,522.90	$540,330.00	$679,696.00
(north of 31st St S, east of Hillside)	BID BOND		X		X
468-85045	ADDENDA	0			
(620752)					
		Engineer's Construction Estimate	Municipal Pipe Tool CO LLC	Nowak Construction	Utilities Plus
2015 Sanitary Sewer Rehabilitation Phase E (CIPP)		$614,000.00	$573,154.35		
(north of 31st St S, east of Hillside)	BID BOND		X		
468-85045	ADDENDA	0			
(620752)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
2015 Sanitary Sewer Rehabilitation Phase E (CIPP)		$614,000.00			
(north of 31st St S, east of Hillside)	BID BOND				
468-85045	ADDENDA	0			
(620752)					
		Engineer's Construction Estimate			
2015 Sanitary Sewer Rehabilitation Phase E (CIPP)		$614,000.00			
(north of 31st St S, east of Hillside)	BID BOND				
468-85045	ADDENDA	0			
(620752)					

CHECKED BY: KP

REVIEWED BY: [illegible]

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - September 4, 2015

RQ540999

FB540163		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
Marblefalls; Mantane		$275,993.00	$301,623.75	$264,106.90	$226,974.50
(north of 45th Street North, west of Hillside)	BID BOND				
	ADDENDA	2			
472-85106 (766340)					
		Engineer's Construction Estimate	Dondlinger & Sons		
Marblefalls; Mantane		$275,993.00			
(north of 45th Street North, west of Hillside)	BID BOND				
	ADDENDA	2			
472-85106 (766340)					
		Engineer's Construction Estimate			
Marblefalls; Mantane		$275,993.00			
(north of 45th Street North, west of Hillside)	BID BOND				
	ADDENDA	2			
472-85106 (766340)					
		Engineer's Construction Estimate			
Marblefalls; Mantane		$275,993.00			
(north of 45th Street North, west of Hillside)	BID BOND				
	ADDENDA	2			
472-85106 (766340)					

CHECKED BY: KP

REVIEWED BY: GN

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - September 11, 2015

RQ541023

FB540164		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 542, Southwest Interceptor Sewer		$149,448.00	$116,805.00	$98,760.00	$121,454.00
Siena Lakes Addition	BID BOND				
468-84969	ADDENDA	2			
(744372)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Lateral 542, Southwest Interceptor Sewer		$149,448.00	$127,267.00	$130,801.00	
Siena Lakes Addition	BID BOND				
468-84969	ADDENDA	2			
(744372)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Lateral 542, Southwest Interceptor Sewer		$149,448.00			
Siena Lakes Addition	BID BOND				
468-84969	ADDENDA	2			
(744372)					
		Engineer's Construction Estimate			
Lateral 542, Southwest Interceptor Sewer		$149,448.00			
Siena Lakes Addition	BID BOND				
468-84969	ADDENDA	2			
(744372)					

CHECKED BY: KD

REVIEWED BY: pd

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540159 **66,000 GVWR Knuckle Boom Loader** **Close Date/Time:** 9/4/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
OMAHA TRUCK CENTER	Complete	$166,050.00	
ROBERTS TRUCK CENTER LLC	Complete	$177,488.00	Award 09/15/2015 Base Bid w/options 2, 5 , & Grapple Option @ $9,580 PW&U Dept/Fleet & Fac Div

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540159 **66,000 GVWR Knuckle Boom Loader** **Close Date/Time:** 9/4/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Go to: 001

Return to the Bid List

Responses: 2

Line 001 | BASE BID: New Unused Current Model 66,000 GVWR Cab & Chassis with Knuckle Boom Loader Truck Include Tree/Brush Loader with Grapple (Supplement A) and Dump Body (Supplement B) Cab & Chassis Manufacturer:_____ Model:_____ Year:_____ Tree/Brush Loader w/Grapple Manufacturer:_____ Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	$192,600.0000	$192,600.00	Complete	2016 International 7400 2016 Petersen AL3
OMAHA TRUCK CENTER	1	Each	$195,744.0000	$195,744.00	Complete	Freightliner 108SD 2016/2017 Peterson AL3 2016

Line 002 | OPTION 1; Trade-In Allowance. Lump Sum Deduct from Total Amount. One (1) City ID # 001239 Truck, Knuckle Boom Loader, 2007, M2106 Serial # 1FVHCYDJ37DX27331.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Lump Sum	($32,000.0000)	($32,000.00)	Complete	
ROBERTS TRUCK CENTER LLC	1	Lump Sum	($18,000.0000)	($18,000.00)	Complete	

Line 003 | OPTION 2: Tool Boxes per Specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Lump Sum	$1,720.0000	$1,720.00	Complete	
ROBERTS TRUCK CENTER LLC	1	Lump Sum	$1,720.0000	$1,720.00	Complete	

Line 004 | OPTION 3: Chalmers Rear Suspension System (NO LEAF SPRING TYPE SUSPENSION ALLOWED)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	$0.0000	$0.00	Complete	N/A
ROBERTS TRUCK CENTER LLC	1	Each	$668.0000	$668.00	Complete	

Line 005 | OPTION 4: Haul Max Rear Suspension System (NO LEAF SPRING TYPE SUSPENSION ALLOWED)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

ROBERTS TRUCK CENTER LLC	1	Each	$500.0000	$500.00	Complete
OMAHA TRUCK CENTER	1	Each	$586.0000	$586.00	Complete

Line 006 | OPTION 5: Tele-Boom 25' Horizontal Reach and 37' Working Height to Boom Tip

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROBERTS TRUCK CENTER LLC	1	Each	$0.0000	$0.00	Complete	Option 5 in bid addendum. Additional option: Rotobec 045 Grapple @ $9,580.00
OMAHA TRUCK CENTER	1	Each	$0.0000	$0.00	Complete	Additional Option Rotobec 045 Grapple, 24" wide x 70 3/8 Installed in lieu of Big Bite @ $9580.00

Top of the Page

City of Wichita, Kansas

BID RESULTS

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

Vendor **Group** **Line**

Solicitation: FB540143 **Buffalo Park Improvements** **Close Date/Time:** 8/28/2015 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: Parks **Responses:** 2

Vendors	Complete	*Bid Total*	City Comments
SIMPSON CONSTRUCTION SERVICES INC	Complete	$1,748,150.00	Award 10/6/2015 Base Bid w/Add Alt 4 & Alt 5 Subject to Council Approval of New Engineers Estimate
WALZ HARMAN HUFFMAN CONST., INC.	Complete	$1,863,200.00	

NO BIDS WITHIN ENGINEERS ESTIMATE

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540143 **Buffalo Park Improvements** **Close Date/Time:** 8/28/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Parks

Go to: 002

Return to the Bid List

Responses: 2

Line 002 | Base Bid: Furnish all Labor, Material, Equipment and Services for Hardscape, Parking Lot, Grading, Restroom Building, Shelter, Fountain, and Lanscape for Buffalo Park, 10201 Hardtner, as per plans and specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SIMPSON CONSTRUCTION SERVICES INC	1	Lump Sum	$1,488,100.0000	$1,488,100.00	Complete	
WALZ HARMAN HUFFMAN CONST., INC.	1	Lump Sum	$1,555,000.0000	$1,555,000.00	Complete	

Line 011 | ADD ALTERNATE #1: Shade Structure

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SIMPSON CONSTRUCTION SERVICES INC	1	Lump Sum	$33,450.0000	$33,450.00	Complete	
WALZ HARMAN HUFFMAN CONST., INC.	1	Lump Sum	$38,000.0000	$38,000.00	Complete	

Line 012 | ADD ALTERNATE #2: Restroom & Storage Building Square Footage Reduction

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SIMPSON CONSTRUCTION SERVICES INC	1	Lump Sum	($6,000.0000)	($6,000.00)	Complete	
WALZ HARMAN HUFFMAN CONST., INC.	1	Lump Sum	($6,000.0000)	($6,000.00)	Complete	

Line 030 | ADD ALTERNATE #3: Buffalo Head (GFRC)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SIMPSON CONSTRUCTION SERVICES INC	1	Lump Sum	$27,000.0000	$27,000.00	Complete	
WALZ HARMAN HUFFMAN CONST., INC.	1	Lump Sum	$30,000.0000	$30,000.00	Complete	

Line 031 | ADD ALTERNATE #4: Restroom and Storage Building Options (drinking fountain, magnetic lock, ss fixtures)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

SIMPSON CONSTRUCTION SERVICES INC	1	Lump Sum	$7,500.0000	$7,500.00	Complete
WALZ HARMAN HUFFMAN CONST., INC.	1	Lump Sum	$10,600.0000	$10,600.00	Complete

Line 032 | ADD ALTERNATE #5: Limestone - Cut Seating, Ledgestone, Shelter Columns

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SIMPSON CONSTRUCTION SERVICES INC	1	Lump Sum	$76,000.0000	$76,000.00	Complete	
WALZ HARMAN HUFFMAN CONST., INC.	1	Lump Sum	$104,000.0000	$104,000.00	Complete	

Line 033 | DEDUCT ALTERNATE #6: Indian Grass Sculpture Fountain Feature Reduction

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WALZ HARMAN HUFFMAN CONST., INC.	1	Lump Sum	($38,000.0000)	($38,000.00)	Complete	
SIMPSON CONSTRUCTION SERVICES INC	1	Lump Sum	($33,600.0000)	($33,600.00)	Complete	

Line 034 | ADD ALTERNATE #7: Metal Panels (panel and footing)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SIMPSON CONSTRUCTION SERVICES INC	1	Lump Sum	$140,300.0000	$140,300.00	Complete	
WALZ HARMAN HUFFMAN CONST., INC.	1	Lump Sum	$153,600.0000	$153,600.00	Complete	

Line 035 | ADD ALTERNATE #8: Restroom and Storage Building Wainscot Stone and Cap

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SIMPSON CONSTRUCTION SERVICES INC	1	Lump Sum	$15,400.0000	$15,400.00	Complete	
WALZ HARMAN HUFFMAN CONST., INC.	1	Lump Sum	$16,000.0000	$16,000.00	Complete	

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POWERED BY COGSDALL

September 14, 2015

Purchases Utilizing Government Entities Contracts
Cooperative Contracts and Agreements
Ordinance No. 38-122 Section 2.64.020 (j)

SUBJECT: Networking Equipment & Support State of Kansas Contract 10330

Qty 10, Catalyst 2960-X 24GigE PoE 370WW4 x 10 SFP LAN Base
Qty 10, Catalyst 2960-X 48 GigE PoE 740W4 x 1G SFP LAN Base
Qty 5, Catalyst FlexStack Plus Stacking Module
Qty 20, 1000BASE-SX SFP transceiver module MMF 850nm DOM
Qty 10, C1921 Modular Router
Qty 5, 1-port interface card
Qty 5, ASA FirePOWER services
Qty 5, 1 yr SMARTNET services
Qty 5, Cisco FirePOWER licenses
Qty 5, ASA rackmount kit spare
Qty 5, Cisco Catalyst base
Qty 1, Cisco FireSIGHT software

Department: Information Tech/Info Services

Vendor	Reference Authority	Total Cost
Alexander Open Systems, per the State of Kansas Contract #10330 for Cisco Products and Services	Ordinance No. 38-122 Section 2.64.020 (j)	$103,893.52

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL SEPTEMBER 15, 2015

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Falcon Falls 2nd Addition (District I) (472-85106/766340/490-361) – Total Estimated Cost $333,300

To the City Council
Wichita, Kansas

Date of CC	9/15/2015
(OCA/PROJ)	766340/472-85106
(PPN)	490-361

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to Falcon Falls 2nd Addition (District I).

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

Total Estimated Cost $333,300

CITY OF WICHITA
STATE OF KANSAS) SS

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

Gary Janzen, City Engineer

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

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Falcon Falls 2nd Addition (District I) (472-85106/766340/490-361) – Total Estimated Cost $333,300

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL SEPTEMBER 15, 2015

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve Regency Park Addition (District II) (468-85030/744399/480-091) – Total Estimated Cost $19,570

To the City Council
Wichita, Kansas

Date of CC	9/15/2015
(OCA/PROJ)	744399/468-85030
(PPN)	480-091

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to Regency Park Addition (District II).

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

Total Estimated Cost $19,570

CITY OF WICHITA
STATE OF KANSAS) SS

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

Gary Janzen, City Engineer

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

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve Regency Park Addition (District II) (468-85030/744399/480-091) – Total Estimated Cost $19,570

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL SEPTEMBER 15, 2015

PRELIMINARY ESTIMATE of the cost of stormwater sewer improvements to serve Regency Park Addition (District II) (468-85042/751538/485-429) – Total Estimated Cost $21,420

To the City Council
Wichita, Kansas

Date of CC	9/15/2015
(OCA/PROJ)	751538/468-85042
(PPN)	485-429

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to Regency Park Addition (District II).

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

Total Estimated Cost $21,420

CITY OF WICHITA
STATE OF KANSAS) SS

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

Gary Janzen, City Engineer

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

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of stormwater sewer improvements to serve Regency Park Addition (District II) (468-85042/751538/485-429) – Total Estimated Cost $21,420

Page _____ Exhibit _____

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: Paving Improvements in Country Hollow Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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

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

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

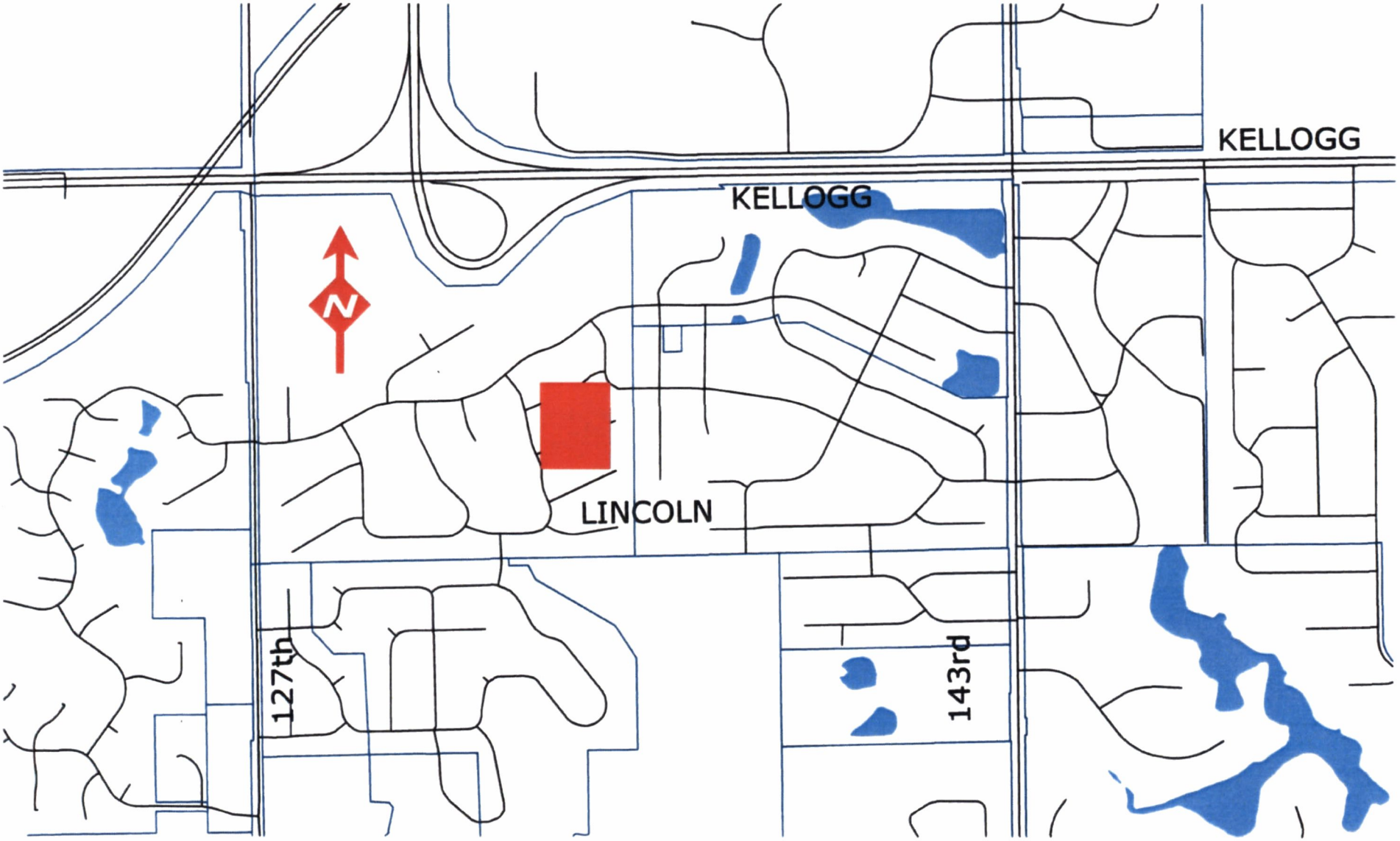
The lowest bid received for the project exceeded the Engineer's Estimate by more than $5,000. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. A revised estimate has been prepared to reflect the increased cost of constructing the improvements.

Financial Considerations: The existing petition total is $156,000 and the revised petition total is $169,000. The funding source is special assessments.

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

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

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


KELLOGG
KELLOGG
N
LINCOLN
127th
143rd

Project Request

◯ CIP ◉ Non-CIP

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

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

ENGINEERING REFERENCE #: 472-85226

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I.

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Sep 15, 2015 REQUEST DATE:

PROJECT # : 490365 PROJECT TITLE: Glenwood Ct, Country Hollow Addition

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Glenwood Ct, Country Hollow Addition

OCA # : 766343 OCA TITLE: Glenwood Ct, Country Hollow Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◯ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	$156,000.00	$13,000.00	$169,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$156,000.00	$13,000.00	$169,000.00

Expense Object Level 3			
2999 Contractuals	$156,000.00	$13,000.00	$169,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$156,000.00	$13,000.00	$169,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 08/20/15

DEPARTMENT HEAD: [illegible] DATE: 9/1/15

BUDGET OFFICER: Cheryl L Busada DATE: 8/26/15

CITY MANAGER: DATE:

Revises 468-85226

RECEIVED

AUG 18 '15

CITY CLERK OFFICE

PETITION
PAVING PHASE 3A – COUNTRY HOLLOW ADDITION

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

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

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

Construction of pavement on Glenwood Street from the northwest corner of Lot 24, Block 5 to the northwest corner of Lot 15, Block 4; and pavement on Glenwood Court from the east edge of Glenwood Street to a point approximately 800 feet East serving Lots 25 through 39, Block 5, with drainage to be installed where necessary.

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

(b) The estimated or probable cost of the proposed Improvements is: **$169,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

Lots 12 through 15, Block 4;
Lots 25 through 39, Block 5;

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

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

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

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

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

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

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

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

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

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
COUNTRY HOLLOW, LLC Ritchie Development Corporation, Manager, Kevin M. Mullen, President		Lots 12 through 15, Block 4; and Lots 25 through 39, Block 5;
X		

****

THIS PETITION was filed in my office on August 18, 2015.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deputy City Clerk

766343

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – COUNTRY HOLLOW ADDITION/SOUTH OF KELLOGG, EAST OF 127TH STREET EAST) (472-85226)

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 15-205** of the City (the "Prior Resolution) authorizing certain internal improvements; and

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

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

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

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

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

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

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

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

Construction of pavement on Glenwood Street from the northwest corner of Lot 24, Block 5 to the northwest corner of Lot 15, Block 4; and pavement on Glenwood Court from the east edge of Glenwood Street to a point approximately 800 feet East serving Lots 25 through 39, Block 5, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Sixty-Nine Thousand Dollars ($169,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

COUNTRY HOLLOW ADDITION
Lots 12 through 15, Block 4
Lots 25 through 39, Block 5

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

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. McFord
for Jennifer Magaña, City Attorney and Director of Law

PAVING BID TABULATION SUMMARY

RQ540920

FB540149		Engineer's Construction Estimate	APAC - Kansas Inc	Kansas Paving Company	Cornejo & Sons, LLC
Glenwood; Glenwood Court 472-85226 (766343)	**Group 1**	$119,440.00	$150,130.00	$117,457.50	$124,504.50
Stormwater Drain #402 468-85040 (751536)	**Group 2**	$69,827.00	$64,429.70	$76,946.70	$64,709.70
Country Hollow Addition	BID BOND				
	ADDENDA	2			
BID TOTAL		$189,267.00	214,559.70	194,404.20	189,214.20
		Engineer's Construction Estimate	Dondlinger & Sons		
Glenwood; Glenwood Court 472-85226 (766343)	**Group 1**	$119,440.00			
Stormwater Drain #402 468-85040 (751536)	**Group 2**	$69,827.00			
Country Hollow Addition	BID BOND				
	ADDENDA	2			
BID TOTAL		$189,267.00			
		Engineer's Construction Estimate			
Glenwood; Glenwood Court 472-85226 (766343)	**Group 1**	$119,440.00			
Stormwater Drain #402 468-85040 (751536)	**Group 2**	$69,827.00			
Country Hollow Addition	BID BOND				
	ADDENDA	2			
BID TOTAL		$189,267.00			
		Engineer's Construction Estimate			
Glenwood; Glenwood Court 472-85226 (766343)	**Group 1**	$119,440.00			
Stormwater Drain #402 468-85040 (751536)	**Group 2**	$69,827.00			
Country Hollow Addition	BID BOND				
	ADDENDA	2			
BID TOTAL		$189,267.00			

Award 9-15-15 Subject to City Council approval of new Engineer's Estimate and Budget Authorization $124,504.50 (Paving).

CHECKED BY: _____

REVIEWED BY: _____

766343

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-283

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – COUNTRY HOLLOW ADDITION/SOUTH OF KELLOGG, EAST OF 127TH STREET EAST) (472-85226)

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 15-205** of the City (the "Prior Resolution) authorizing certain internal improvements; and

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

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

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

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

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

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

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

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

Construction of pavement on Glenwood Street from the northwest corner of Lot 24, Block 5 to the northwest corner of Lot 15, Block 4; and pavement on Glenwood Court from the east edge of Glenwood Street to a point approximately 800 feet East serving Lots 25 through 39, Block 5, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Sixty-Nine Thousand Dollars ($169,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

COUNTRY HOLLOW ADDITION
Lots 12 through 15, Block 4
Lots 25 through 39, Block 5

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

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

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

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

Section 5. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date

of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

Agenda Item No. II-5a

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Genesis Foundation for Fitness and Tennis Bacon and Beer Run (Districts IV 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 Lacey Mills, of Genesis Foundation for Fitness and Tennis, is coordinating the (GFFT), Bacon and Beer Run with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

GFFT Bacon and Beer Run September 26, 2015 3:30 pm – 6:00 pm

- West Maple Street, South Sycamore Street to South McLean Boulevard
- South McLean Boulevard, Taft Street to West 1st Street North
- West 1st Street North, North McLean Boulevard to North Waco 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 the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of 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 Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. II-6a

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 5517 E. 13th Street N. for the Edgemoor and 13th Street Intersection Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On October 28, 2014, the City Council approved the design for the improvement of the intersection of Edgemoor and 13th Street North. The project calls for the construction of a left-turn lane from 13th Street to Edgemoor, installation of traffic signals, and pavement marking to create northbound right and left turn lanes on Edgemoor. The project requires a temporary construction easement from the property at 5517 E. 13th Street N. The property is improved with a single-family residence. The proposed easement consists of 550 square feet.

Analysis: The proposed easement is five-feet in width and is adjacent to the 13th Street right-of-way line. The impact to the property is minimal and only a portion of the yard will be disturbed. An in-ground sprinkler system is affected by the project. An estimate to remove the in-ground sprinkler system from the project corridor and reinstall upon completion of the road project was obtained. The estimate is in the amount of $750. The seller agreed to convey the easement and accept $750 for the in-ground sprinkler system.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of $1,250 is requested. This includes $750 for the acquisition and $500 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has reviewed and approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council 1) accept the temporary construction easement; 2) approve the budget; and 3) authorize any necessary signatures.

Attachments: Temporary construction easement, tract map and aerial.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is made and entered into this ____ day of _____, 2015, by and between Darren Tharp (hereinafter "Grantor") and the City of Wichita, Kansas, a municipal corporation (hereinafter "Grantee").

In consideration of Seven Hundred and Fifty Dollars and Zero Cents ($750.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to the Grantee, its successors and assigns, this Temporary Construction Easement over and upon the following described tract, piece and parcel of land situated in Sedgwick County, Kansas, to-wit:

A Tract of land in the East 110 feet of Lot 2, Block 1, First Addition to McEwen Estates, Wichita, Kansas, Sedgwick County, Kansas, more particularly described as follows: All of the North 5 feet of said East 110 feet of Lot 2, Block 1, First Addition to McEwen Estates.

2. For purposed of this Conveyance, the term "Temporary Construction Easement" shall mean

An easement commencing on August 1, 2015 and expiring on July 31, 2017, or 30 days after final acceptance by Grantee of Grantee's Construction Contractor's work, whichever occurs first, allowing the City of Wichita, Kansas, its agents, employees and contractors to enter upon and make use of the above-described real property to undertake and carry out the construction, installation, supervision, inspection, maintenance and repair of highway, roadway, drainage, utility and other related facilities and improvements located and to be located within the abutting permanent highway or roadway right-of-way or abutting private drives, including but not limited to grading, filling, and repairing the grounds within the area of the above-described real property, and the right of ingress and egress for such purposes; provided however,

(a) At its sole cost and expense, Grantee shall cause its Construction Contractor to provide reasonable ingress and egress to the property remaining at all times throughout the term of this Temporary Construction Easement, whether using current or alternative access points; and

(b) The above-described real property shall be utilized only to undertake and carry-out actual construction activity on Grantor's property or on the abutting highways, roadways and private drives, but shall not be utilized for general project storage of vehicles, equipment or material except when directly associated with such work.

(c) At the conclusion of construction, Grantee shall restore any portions of the above-described real property disturbed by construction by re-grading and re-seeding but without the duty of on-going maintenance, and without replacement of any trees, shrubs, bushes or other vegetation now growing on the property.

IN WITNESS WHEREOF, the Grantors have set their hands this 21 day of August, 2015.

GRANTOR

Darren Tharp

Darren Tharp

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 21st day of Aug, 2015 before me, the undersigned, a notary public in and for the county and state aforesaid, came Darren Tharp who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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

(seal)

MICHAEL C. ROWE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Expires 4-13-17

Notary Public

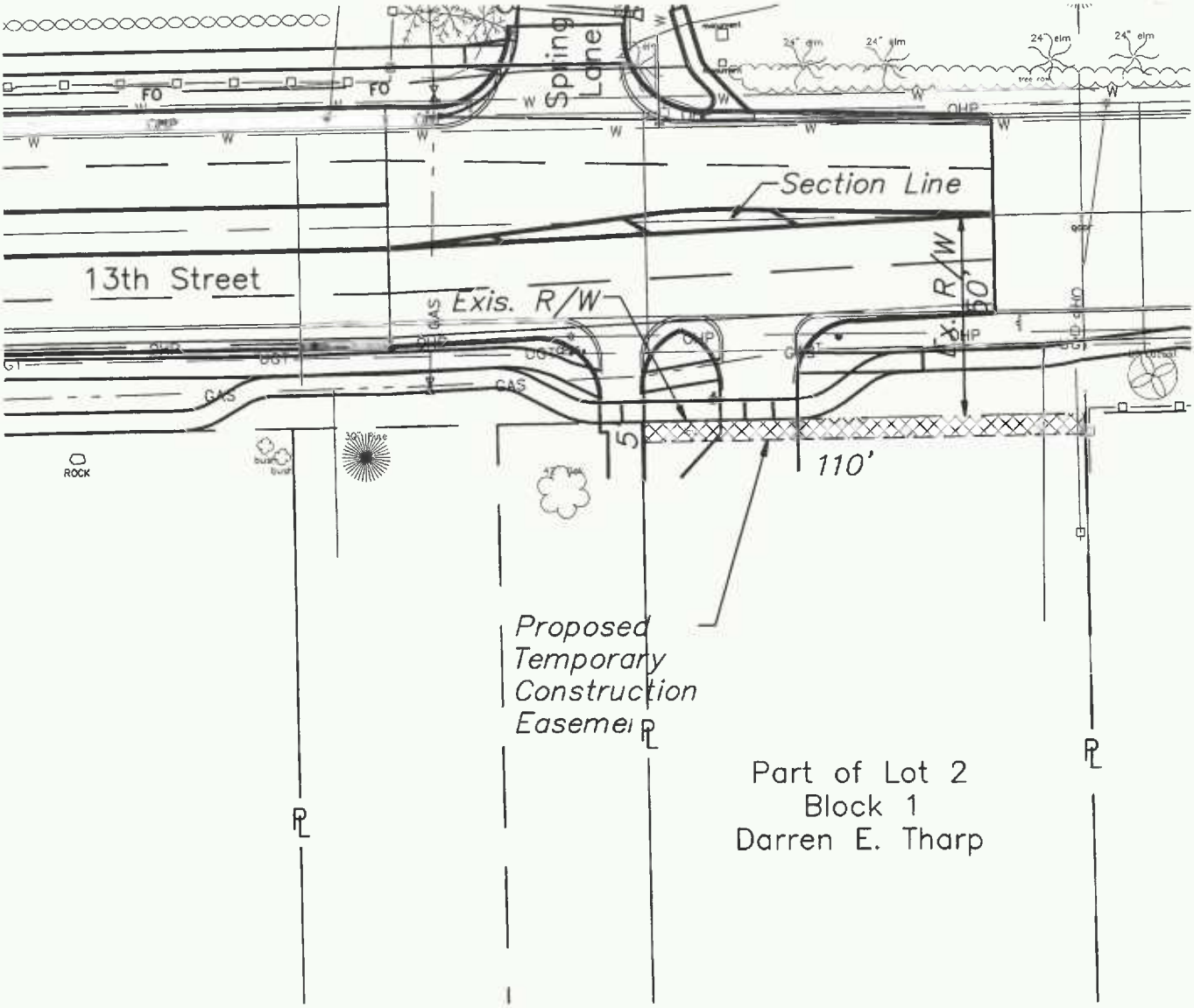
My appointment expires: 4-13-17

[Remainder of page intentionally blank, additional signature page follows]

* Alternative Sidewalk path
Blue

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law



PROPOSED TEMP. CONSTRUCTION EASEMENT ACQ. LEGAL:

A Tract of land in the East 110 feet of Lot 2, Block 1, First Addition to McEwen Estates, Wichita, Kansas, Sedgwick County, Kansas, more particularly described as follows:
All of the North 5 feet of said East 110 feet of Lot 2, Block 1, First Addition to McEwen Estates.

TAX KEY #: C-25992 PIN: 00171378

TEMP. CONSTRUCTION EASEMENT ACQUISITION SIZE: 550 sq. ft.

PROPOSED TEMP. CONSTRUCTION EASEMENT ACQUISITION

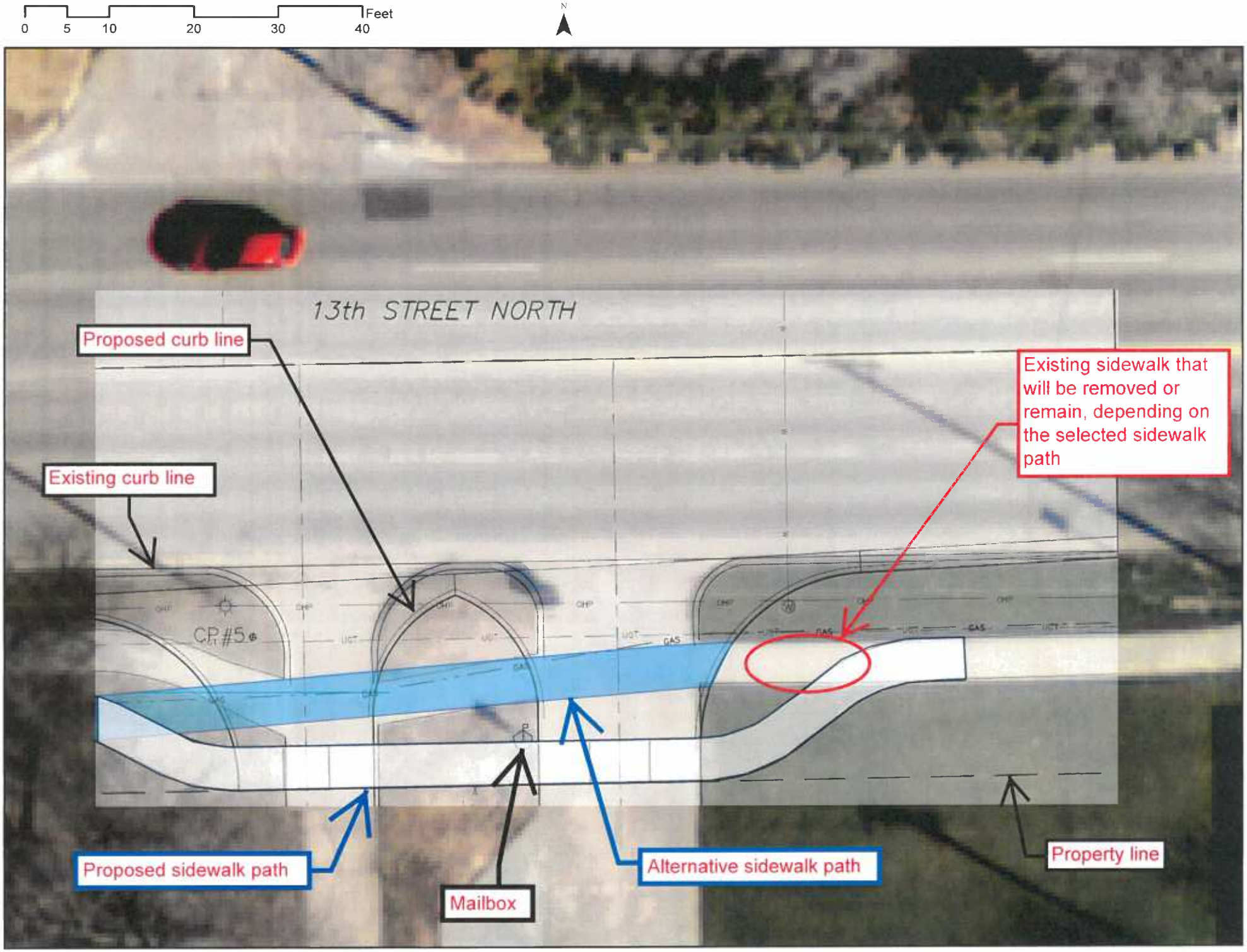
EXHIBIT E

13th STREET NORTH at EDGEMOOR

TRACT MAP

Darren E. Tharp
SEC 13-T27S-R1E

0 20 40
SCALE: 1" = 40'


0 5 10 20 30 40 Feet
N
13th STREET NORTH
Proposed curb line
Existing curb line
Existing sidewalk that will be removed or remain, depending on the selected sidewalk path
CP #5
Proposed sidewalk path
Mailbox
Alternative sidewalk path
Property line

Agenda Item No. II-7

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: Request to Extend the Letter of Intent for Industrial Revenue Bonds (Co-Co Properties, LLC) (District III)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the extension of the Letter of Intent for Industrial Revenue Bonds.

Background: On September 9, 2014, the City Council approved a letter of intent to issue Industrial Revenue Bonds in an amount not to exceed $3,600,000 for the complete replacement of the parking facilities at 4031 E. Harry (the former Wichita Mall) by its owner, Co-Co Properties, LLC (Co-Co). Co-Co is a real estate development and leasing company managed by Max Cole. The letter of intent expires September 15, 2015. Co-Co is requesting an extension of the letter of intent through December 31, 2016.

Analysis: The Wichita Mall was a 400,000 square foot interior-oriented mall located on almost 27 acres at the time Co-Co acquired it. Co-Co collapsed the interior corridor, filled in the floor space of a former movie theater and invested to add modern technology to the building prior to pursuing new tenants. While it has been successful in recruiting large office users, the parking lot is beyond repair and requires complete removal and replacement at an estimated cost of $3,600,000. Replacement of the parking lot will largely complete the multi-year redevelopment and rehabilitation of a significant commercial property in south Wichita. Current tenants include several Sedgwick County offices, Bethany College, St. Francis Communities and Starwood Hotel Call Center.

Co-Co has spent the last year increasing cash flow and reducing expenses to prepare the property to better handle the new debt that would be incurred through the replacement of the parking facilities.

Financial Considerations: Co-Co agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. It also intends to purchase the bonds. City staff and Co-Co have negotiated the terms of a property tax abatement designed to abate the taxes only on any increased value over the 2014 taxes. Under this arrangement, all bond-financed improvements will be subject to 100% five-year abatement, plus a second five years subject to Council review and approval. Each year of the abatement period, Co-Co will pay the City a "payment-in-lieu-of-taxes" ("PILOT") equal to $72,729, based on the current appraised value ($2,412,000). Since the project is only for the replacement of the parking lot, it is anticipated that the real property valuation increase will be nominal.

Legal Considerations: Gilmore & Bell will serve as bond counsel and will prepare bond documents needed for the issuance of the bonds. Execution of the documents and issuance of the bonds will be subject to the City Law Department's review and approval of the bond documents as to form.

Recommendations/Actions: It is recommended that the City Council extend the letter of intent for the issuance of Industrial Revenue Bonds to Co-Co Properties, LLC through December 31, 2016.

Attachments: None

Agenda Item No. II-8

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: Amendment of Contract Legal Services

INITIATED BY: Law Department/Human Resources

AGENDA: Consent

Recommendation: Approve the contract amendment.

Background: In March 2012, the City entered into a contract with Triplett, Woolf & Garretson, LLC for representation of the City in an employment matter. The original contract was for an amount not to exceed $24,900. The contract was amended in July 2012 and January 2015 to increase the amount of the contract to $174,990.

Analysis: The City relies upon qualified legal counsel to provide professional consultant and legal services in matters where the City Attorney's office has a legal conflict in providing representation for the City. The contract amounts for the initial contract and subsequent amendments have been expended and it is necessary to extend the contract.

Financial Considerations: The contract amendment increases the total compensation by $25,000, for a total of $199,990. Payment for the contract will be made from the tort claims fund.

Legal Considerations: The Law Department drafted the proposed Amendment to the Agreement for Professional Services and has approved it as to form.

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

Attachments: Third Amendment to Agreement for Professional Services.

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

THE CITY OF WICHITA, KANSAS

And

TRIPLETT, WOOLF & GARRETSON, LLC
Law Firm

THIS AGREEMENT made and entered into on this ____ day of September, 2015, is an amendment to the Agreement originally executed in March 2012, hereinafter (the "March 2012 Agreement"), by and between the City of Wichita, Kansas (hereinafter the "City") and Triplett, Woolf and Garretson, LLC (hereinafter the "Attorneys").

WITNESSETH:

WHEREAS, pursuant to the March 2012 Agreement, the Attorneys were retained by the City to provide legal services in connection with an employment matter;

WHEREAS, the initial amount authorized as compensation for the Attorneys in the March 2012 Agreement was for a sum not to exceed $24,990.00. The amount of this contract, through amendments approved in July 2012 and February 2015 was increased to a total amount not to exceed $174,990.00

WHEREAS, it has become necessary to amend the original and subsequent agreements to permit additional expenditures of up to $25,000.00.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. The last sentence of paragraph 2 of the March 2012 Agreement is hereby modified and amended to read as follows:

The total compensation pursuant to this contract shall not exceed the sum of One Hundred Ninety- Nine Thousand, Nine Hundred and Ninety Dollar ($199,990.00) unless specifically authorized by the City Council of the City of Wichita, Kansas.

2. In all other respects, the terms and provisions of original and amended agreements shall remain in force and effect.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE CITY OF WICHITA, KANSAS

By _____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer Magana
City Attorney and Director of Law

TRIPLETT, WOOLF & GARRETSON, LLC

By _____
Eric B. Metz for the Law Firm

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: Health ICT Bicycle Wayfinding Funding Memorandum of Understanding

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding, authorize the necessary signatures, and authorize the City Manager to sign a supplemental agreement for the Wichita Bicycle Wayfinding System Plan.

Background: On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The Plan is a guide for how the City can make it easier, safer, and more convenient to get around the city on a bicycle through the provision of bicycle related infrastructure, policies, and programs. The Plan includes recommendations related to the creation of a bicycle route wayfinding system and efforts to help increase the safety of all street users.

On March 25, 2014, the Wichita City Council approved the submission of a grant application to the Kansas Health Foundation (KHF) for a Healthy Living Grant for two activities, including a Bicycle Wayfinding Strategy to create policies to guide the development of a wayfinding system (i.e. design, prioritization, important destinations, etc.); provide development and maintenance estimates; and install a demonstration project. On May 20, 2014, the Wichita City Council approved the Healthy Living Grant agreement between the City and the KHF.

On November 13, 2014, the City issued an RFP for the Bicycle Wayfinding System Plan. The City received four proposals. The Staff Screening and Selection Committee of Planning, Law, Public Works Engineering, Purchasing, and Finance staff members recommended Alta Planning + Design as the preferred vendor. The value of the contract was less than $50,000 and per Administrative Regulation 1.2, the contract was approved by the City Manager. The process of developing the Wichita Bicycle Wayfinding System Plan is currently underway and is scheduled to be completed in early 2016.

On August 11, 2015, the Medical Society of Sedgwick County / Physician Leadership Alliance – DBA: Health ICT (Health ICT) informed City staff that Health ICT has been awarded a Centers for Disease Control State and Local Public Health Actions to Prevent Obesity, Diabetes, and Heart Disease and Stroke grant from KDHE. As part of the strategy to strengthen community promotion and physical activity through signage, worksite policies, social support and joint-use agreements; Health ICT has proposed to allocate $100,000 for the City of Wichita to implement the Wichita Bicycle Wayfinding System Plan.

Analysis: The funding from Health ICT will assist the City of Wichita to undertake projects that accomplish the following:

- refine and update the Wichita Bicycle Wayfinding System Plan;
- design wayfinding system projects for construction; and
- construct wayfinding system improvements.

It is recommended that the refinement and update to the Wichita Bicycle Wayfinding Plan be accomplished through a supplemental agreement with the vendor currently working on the project. Following the City Council's approval of the proposed MOU, City staff members can negotiate the details of the supplemental agreement with the vendor and present it to the City Manager for review and approval. The supplemental agreement is recommended in order to accomplish work that was not included in the original project scope due to budget constraints, and to accomplish planning associated with increasing access to healthy foods and health clinics (an emphasis of the Health ICT initiative).

Financial Considerations: The $100,000 for this project will be advanced to the City by Health ICT. There is no City match.

Legal Considerations: The Law Department has reviewed the Memorandum of Understanding and approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the Memorandum of Understanding, authorize the necessary signatures, and authorize the City Manager to sign a supplemental agreement for the Wichita Bicycle Wayfinding System Plan.

Attachments:
Memorandum of Understanding, Wichita Wayfinding Projects

MEMORANDUM OF UNDERSTANDING

WICHITA WAYFINDING PROJECTS

CITY OF WICHITA, KANSAS,
A Municipal Corporation,

AND

MEDICAL SOCIETY OF SEDGWIC COUNTY/PHYSICIAN LEADERSHIP ALLIANCE - DBA: HEALTH ICT (PAYOR)
A Kansas not-for-profit corporation
(1102 South Market, Wichita, KS 67211)

WHEREAS, the Medical Society of Sedgwick County / Physician Leadership Alliance – DBA: Health ICT (Payor) has allocated up to $100,000 from its KDHE Centers for Disease Control DP14-1422-State and Local Public Health Actions to Prevent Obesity, Diabetes, and Heart Disease and Stroke grant for the City of Wichita (City) to implement the Wayfinding System Plan – with priority given to projects that increase access to healthy foods and to support the previously endorsed Wichita Bicycle Master Plan, Wichita Pedestrian Master Plan, and Wichita Multi-Modal Policy; and

WHEREAS, the City Council endorsed the Wichita Bicycle Master Plan in 2013 as a guide for infrastructure, policies, and programs related to bicycling in Wichita; and

WHEREAS, the Wichita Bicycle Master Plan contains recommendations that the City install a signed bicycle route wayfinding system to visually connect the bicycle network - allowing bicyclists to reach their destination with minimal or no use of a map, and to increase safety by directing bicyclists to preferred routes; and

WHEREAS, the City Council endorsed the Wichita Pedestrian Master Plan in 2014 as a guide for infrastructure, policies, and programs related to walking in Wichita; and

WHEREAS, the Wichita Pedestrian Master Plan contains recommendations that the City provide pedestrian wayfinding to help visually connect the pedestrian network and to provide guidance about recommended routes for pedestrians to reach their destinations; and

WHEREAS, the Payor and City both desire to retain professional services to assist with projects to undertake planning, design, and construction projects to improve conditions for bicycling and walking; and

WHEREAS, the Payor desires to fund all or a portion of the costs associated with said professional services.

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

SECTION 1. <u>SCOPE OF SERVICES</u>. The City shall enter into contracts for professional services for the projects described in ATTACHMENT A. The consultant teams selected for the contract for professional services shall be selected pursuant to the City's consultant selection process. The City shall administer the contract for professional services and provide project management.

SECTION 2. <u>FUNDING</u> The Payor shall advance the amount of funding described in ATTACHMENT A for the projects referenced in Section 1.

SECTION 3. <u>COORDINATION REQUIREMENTS</u>. The City and Payor shall undertake the following activities to ensure coordination between the two agencies.

A. The Payor shall designate a Project Director to coordinate the projects specified in Section 1 with the City.

B. The City shall designate a Project Coordinator to coordinate the projects specified in Section 1 with the Payor.

C. The Payor Project Director and the City Project Coordinator shall meet and/or communicate monthly to discuss project progress and activities.

SECTION 3**. <u>AMENDMENTS</u>**. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Payor mutually agree, changes in this MOU may be effected by placing them in written form and incorporating them into this document.

- continued on next page -

The parties have executed this Memorandum of Understanding on this 15th day of September 2015.

THE CITY OF WICHITA ATTEST:

_____
Jeff Longwell, Mayor

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City of Wichita
Attorney and Director of Law

_____
Jon Rosell, Medical Society of Sedgwick County
Executive Director

Attachment A
Health ICT and
City of Wichita
Wayfinding Projects MOU – Projects Listing

Project Title	Project Description	Funding Amount	
		Health ICT	City of Wichita
Wayfinding Planning	This project will undertake planning to provide guidance and updates for the Wichita bicycle wayfinding system, including how it should be designed to help enhance access to healthy foods. The planning may also include related efforts to supplement the bicycle wayfinding system – including but not limited to maps.	$10,000	$0
Wayfinding Design	This project will develop designs for bicycle wayfinding system construction projects along existing and recommended bikeways.	$30,000	$0
Wayfinding Construction	This project will construct wayfinding improvements.	$57,650	$0
City Administration Fee	A fee of 2.35 percent charged for all planning grant funding administered by the City.	$2,350	$0
Total		$100,000	$0

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: Kansas Health Foundation Recognition Grant Application – Bike Share Study

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the grant application and authorize the necessary signatures.

Background: On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The plan is a guide for how the City can make it easier, safer, and more convenient to get around the City on a bicycle through the provision of bicycle related infrastructure, policies, and programs. The Plan Strategy 6 recommends that the City undertake a study to determine if a bike share program would be a good fit for the City.

In June 2015, the Kansas Health Foundation announced that it is accepting applications for Recognition grants. The Recognition grants provide up to $25,000 per organization for projects or initiatives that support health. The grant submission deadline is September 15, 2015.

Analysis: The grant application proposes that the City would utilize Kansas Health Foundation Recognition Grant funding to undertake a feasibility study for a bike share system on the Wichita State University (WSU) campus and the surrounding area. A bike share system typically consists of a network of public bicycles that individuals can check out for short duration rentals. More than 40 US cities have a bike share system – including Topeka, Denver, Omaha, Tulsa, and Des Moines.

A feasibility study can be an important step for the creation of a bike share system, because 1) there are significant considerations that should be addressed to help ensure the launch of a successful system and 2) there are a variety of successful models across the country. A feasibility study will help to recommend a successful model for WSU and Wichita, including the following elements:

- Costs (capital, operating, etc.);
- Funding;
- Business model (for profit, non-profit, government, etc.);
- Regulator and permitting considerations;
- Markets (target population, pricing, etc.); and
- Deployment (stations or not, locations, etc.).

The WSU campus is identified as the focus of the feasibility study for the following reasons: 1) it is a location where bike share is likely to be successful, and 2) the City of Wichita 2015 TIGER grant application to the US Department of Transportation included a funding request to implement a WSU bike share system.

The City of Wichita is proposing to manage the bike share feasibility study as a result of discussions with WSU staff. The creation of a successful bike share system would help implement the Wichita Bicycle Master Plan. The City of Wichita has successfully undertaken multiple related bicycle projects, and the lessons learned during the study will be useful for the evaluation of bike share in other locations of the City.

Financial Considerations: The grant request is for $25,000. The grant does not require a local match and no local match is proposed.

Legal Considerations: A grant agreement will be submitted for review and approval by the Law Department if the grant proposal is successful.

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

Attachments: Draft Kansas Health Foundation Recognition Grant Application

Kansas Health Foundation Budget

How will the KANSAS HEALTH FOUNDATION REQUESTED funds be spent? Please provide details below:

The line items listed below are only for the amount you are **REQUESTING** from the Kansas Health Foundation.

Budget Category	Dollar Amount	
Personnel (Existing)	$0.00	
Fringe Benefits *(maximum 25% of salary)*	$0.00	Meets Criteria
Personnel (New)	$0.00	
Fringe Benefits *(maximum 25% of salary)*	$0.00	Meets Criteria
Consultant	$23,412.50	
Travel	$0.00	
Equipment	$0.00	
Supplies	$0.00	
Printing	$1,000.00	
If you have any other budgeted items that do not fall into the categories given above, please enter the name of the budget item followed by the amount in the additional spaces provided below		
	$0.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
TOTAL OF ALL BUDGET CATEGORIES ABOVE	$24,412.50	
*Indirects (maximum 10% of requested grant amount)	$587.50	Meets Criteria
TOTAL AMOUNT REQUESTED FROM KANSAS HEALTH FOUNDATION	**$25,000.00**	Meets Criteria

*The Kansas Health Foundation will allow indirect costs (costs that are not project-specific but instead support the organizations overhead) up to a maximum of ten percent of the requested grant amount. Indirects are those costs that are not easily identified with a specific program, yet are necessary to the operation of the program. Examples: postage, telephone bills, printer ink, facility rent or lease, utilities.

The indirects budget category should never be greater than $2,272.73. Please see calculation below:

Direct costs	$22,727.27
Indirect costs	$2,272.73
Total Request	$25,000.00

City Admin Fee Rate for 2015		2.35%
KHF Recognition Grant	$	25,000
City Admin Fees	$	587.50
Printing	$	1,000
Consultants	$	23,412.50

Recognition Grant Application Fall 2015 Cycle

Overview of Proposed Grant

Application deadline: September 15, 2015

Prior to completing your application, please visit the Kansas Health Foundation website www.kansashealth.org to read more about our Recognition Grant program, including guidelines, eligibility, application process, etc.

Your organization's application is very important to us, and we strive to make all of the information available in advance for you to complete the online process. To ensure we are able to provide the appropriate time and attention to answering questions, please complete and submit your application well in advance of the September 15th deadline, which is when we experience our highest volume of phone/email inquiries.

Please provide a brief overview of your proposed grant (check all that apply)

Lead Agency (How would you describe your organization?)

Community Organization
United Way, Scouts, YMCA, community foundation, childcare center, theater company, local non-profit, etc.
No

School/University
Elementary, middle, high, post-secondary, higher education, extension office, etc.
No

Health Organization

Clinic, hospital, health department, etc.
No

Faith Organization
Church, temple, mosque, etc.
No

Government Agency
City, county, police dept., parks, & rec, etc.
Yes

Other
No

Target Group (Select any of the populations your grant will influence)

Children & Youth
Individuals under 18 years old
No

Older Adults
Individuals over the age of 60
No

Community
Any population living in the same place or having a particular characteristic in common
Yes

People Living in Poverty
Individuals living at or below the federal poverty level
No

Racial and Ethnic Minorities
Individuals who identify as American Indian or Alaska Native, Asian American, Black or African American, Hispanic or Latino, Native Hawaiian or Other Pacific Islander
No

LGBTQA Population
Individuals who identify as Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Asexual or Ally
No

People with a Physical Disability
Individuals with a physical impairment that substantially limits one or more major life activity

No

People with Mental Illness
Individuals with a mental impairment that substantially limits one or more major life activity
No

People with Substance Dependence/Abuse
Individuals who exhibit excessive use of a potentially addictive substance, especially one that may modify body functions, such as alcohol or drugs
No

Rural Populations
Populations, housing and territory not included within an urban area of 20,000 or more people
No

Other
Yes

Problem Area (What is the focus of your proposal? Check all that apply)

Physical Activity, Nutrition and/or Tobacco Prevention
A focus on ensuring proper nutrition, increasing physical activity and decreasing tobacco use
Yes

Chronic Disease and/or Disability Service
A focus on a long-lasting condition that can be controlled but not cured, e.g., Alzheimer's, cancer, diabetes and obesity or on individuals with a physical or mental impairment that substantially limits one or more major life activity
Yes

Domestic Abuse/Neglect and/or Violence Prevention
A focus on preventing patterns of abusive behavior in relationships, maltreatment or neglect of a child or violent behavior
No

Parenting and/or Child Development
A focus on educating parents or ensuring that all children have the opportunity to grow up where their social, emotional and educational needs are met
No

Health Equity
A focus on improving the health of those who have experienced social or economic disadvantage
Yes

Public Health, Health Information and/or Health Service

A focus on protecting and improving the health of communities through promoting healthy lifestyles, injury prevention, detection/control of infectious diseases, and/or activities aimed at providing conditions in which people have the opportunity to be healthy and focus on entire populations, not on individual patients or diseases
No

Civic Leadership
A focus on providing resources and nurturing skills necessary for Kansans to actively and effectively engage in improving the health of their communities
Yes

Other
No

Intervention (How grant dollars would be used?)

Operating Support and/or Structured Activities
Supports the mission of the recipient organization and intended to address a specific, connected set of activities with explicit objectives, having a predetermined time frame. Supporting ongoing activities or operations of the organization, including regular personnel, administrative or office expenses
No

Policy Adoption or Implementation
Supports public, influencer or policymaker education, outreach or training, public polling, focus groups or surveys, advocacy capacity building, communications and messaging, media advocacy, coalition building, community organizing or community mobilization
Yes

Equipment and/or Supplies
Propose to spend majority of requested funds on equipment or supplies
No

Other
Yes

Primary Region Targeted (What county(ies) are you proposing to serve?)

Kansas
Full State Focus
No

South Central Region

Barber County, Comanche County, Edwards County, Harper County, Harvey County, Kingman County, Kiowa County, Pawnee County, Pratt County, Reno County, Sedgwick County, Stafford County or Sumner County
Yes

East Central Region

Anderson County, Chase County, Coffey County, Douglas County, Geary County, Franklin County, Johnson County, Linn County, Lyon County, Miami County, Morris County, Osage County, Shawnee County or Wabaunsee County
No

Northeast

Atchison County, Brown County, Doniphan County, Jackson County, Jefferson County, Leavenworth County, Marshall County, Nemaha County, Pottawatomie County, Riley County or Wyandotte County
No

Central Region

Barton County, Dickinson County, Ellis County, Ellsworth County, Lincoln County, McPherson County, Marion County, Rice County, Rush County, Russell County or Saline County
No

Southwest Region

Clark County, Finney County, Ford County, Grant County, Gray County, Hamilton County, Haskell County, Hodgeman County, Kearny County, Meade County, Morton County, Seward County, Stanton County, Stevens County
No

Southeast Region

Allen County, Bourbon County, Butler County, Chautauqua County, Cherokee County, Cowley County, Crawford County, Elk County, Greenwood County, Labette County, Montgomery County, Neosho County, Wilson County, Woodson County
No

North Central Region

Clay County, Cloud County, Jewell County, Mitchell County, Osborne County, Ottawa County, Phillips County, Republic County, Rooks County, Smith County, Washington County
No

Northwest Region

Cheyenne County, Decatur County, Graham County, Norton County, Rawlins County, Sheridan County, Sherman County or Thomas County
No

West Central Region

Gove County, Greeley County, Lane County, Logan County, Ness County, Scott County, Trego County, Wallace County or Wichita County
No

Please proceed to the next page to begin the application.

Applicant Organization Information

Submission Deadline - Tuesday, September 15th by 5 p.m. This application is removed promptly at the 5 p.m. deadline and will not be accessible.

Important:

- **Be sure to complete the entire application. Your application has not been submitted until you receive an e-mail from the Kansas Health Foundation confirming its receipt.**
- **Save your application** often**, you will lose any unsaved data! Scroll through the application prior to filling out the data fields. It is a good idea to print out a blank application before you begin by selecting the above "Printer Friendly Version" link. Before completing this form, be sure to read and thoroughly understand the guidelines and other links provided on the previous page.**

Application Information

How did you hear about the Recognition Grants program?
Online and in person

Organization

Organization Name
As shown on IRS Form 990, 990-EZ or 990-N (e-Postcard)
City of Wichita

What is your organization's Tax ID Number

If your organization is a 501(c)(3), please provide your organization's Tax ID # if you know it, also referred to as an "Employer Identification Number" (EIN), in the following format: xx-xxxxxxx
*Note: Churches, government entities, including subsidiaries and public educational institutions, **DO NOT** need to submit an EIN.*
4860000653

Tax Status

Please place a check mark in the box below that best describes your organizations tax status:

501(c)(3) Organization
No

Government Entity
Yes

Church
(If you are a Church and are part of an IRS Group Ruling you will be required to attach a copy of your Group Ruling Letter at the end of the application)
No

Please supply the following information for the organization applying for the funds.

Address	City	County	State	Zip Code
455 N. Main Street.	Wichita	Sedgwick	KS	67202

Phone Number
(316)352-4855

Extension

Fax

Organization E-mail
swadle@wichita.gov

Organization Web site
www.wichita.gov

What is the Mission/Purpose of Applicant Organization
This information is generally found on your organization's web site or in a company handbook.
Note: This is the organization's mission, not the project's mission.
(Please limit to 100 words)
The mission of the City of Wichita is to provide an environment to protect the health, safety, and well being of all who live and work in the community. In directing policies and programs toward that end, the City assumes a stewardship role to preserve the assets and natural resources entrusted to its growth, to assure equality of opportunity and to contribute to the quality of life for all citizens.

Primary Contact for Organization/Authorized to Sign Agreements

Executive Director/Primary Contact for Organization Authorized to Sign Agreements ***(Examples: Superintendent of Schools, President, CEO, CFO, etc.)***

Prefix	First Name	Last Name	Suffix
Mr.	Robert	Layton	<None>

Title
Manager

Phone
(316)268-4351

E-mail
rlayton@wichita.gov

Project Information and Questionnaire

Project Director

Project Director/Contact Person for the Request:

Prefix	First Name	Last Name	Suffix

Mr. Scott Wadle <None>

Position/Title
Senior Planner

Organization Name
Wichita-Sedgwick County Metropolitan Area Planning Department

Address	City	State	Zip Code
455 N. Main Street, 10th Floor	wichita	KS	67208

Phone
3163524855

Extension

Fax

E-mail
swadle@wichita.gov

Project Title and Description

Project Title
Wichita State University Area Bike Share Feasibility Study

Project Description
Please provide a brief description of the project (one to two sentences preferred)
This project will undertake a bike share feasibility study in order to determine if and how a successful bike share system should operate in Wichita on the WSU campus and the surrounding area.

Project Information

Project Start Date	Project End Date
09/16/2015	12/30/2016

County(ies) served by the project
Please list the county(ies). Funds may only be used within the state of Kansas.
Sedgwick

Project Questionnaire

Please provide concise, complete answers to each question avoiding repetition.

The questions below allow a limited amount of space for text entry. Additional details may be provided in the "Project Description" on the next page.

1.) What is the compelling reason this project, program or policy initiative should be funded?

(Please limit to 50 words)

This project should be funded because it is a proactive and smart first step to determining the feasibility of increasing physical activity through the provision of a bike share system in Wichita. Bike share systems are transforming community health and transportation by providing low-cost and reliable access to bicycles.

2.) What is the project purpose or policy change you have targeted to impact practices and environments that promote health?

(Please limit to 100 words)

This project will impact practices and environments to promote health by recommending if and what model of bike share is the best fit for Wichita State University and the surrounding area. The study will also identify what other complimentary policy and environmental changes would help improve and expand a bike share system. Best practices from around the country show that there are a variety of different models for successful systems (i.e. ownership, system delivery, payments, management, funding, locations, etc.). The lessons learned can be useful for determining the future of bike share in Wichita.

3.) What is the anticipated target population of the project or policy impact?

(Please limit to 50 words)

The short-term target populations are the students, faculty, employees, and visitors to the WSU campus. The long-term target population is the community as a whole. The system will get individuals familiar with a successful bike share system, and a bicycle friendly campus.

4.) If your proposal requires/involves adult volunteers or paid staff to interact with minors, will you perform background checks on those service positions?
(Please select from the drop down)

Yes

If so, are you requesting all or a portion of such costs be funded by the grant?
(Please select from the drop down)

No

Policy Attachment - *If your proposal requires adult service providers to interact with minors, please provide your background check policy.*

5.) How many people will be served by the project or impacted by the policy change?
(Please limit to 50 words)

This project will serve the approximately 15,000 students enrolled at WSU, employees, faculty, and visitors. This project will also serve the residents of the City of Wichita by providing a demonstration project from which lessons can help inform bike share in the City as a whole.

6.) What health problems or needs of the target population or policy change does this project address? Why should it be addressed?

(Please limit to 100 words)

This project addresses the health problems of obesity. The Sedgwick County Community Health Priorities document identifies both obesity and diabetes as one of the five top priority community health priorities for Sedgwick County. The prioritization was based on a robust community planning process with a robust community input process that included a review of data, trends, observations and experience.

According to the State of Obesity Report, Kansas has the 19th highest adult obesity rate in the Nation (based on 2013 data). Sedgwick County has an obesity rate of 31.8 percent, ranking 18th for the highest rate in Kansas (KBHRFSS 2013).

7.) What health improvements would be anticipated in the target population as a result of this project? Please be precise about the expected impact of this project or policy change.

(Please limit to 100 words)

This project will help determine the feasibility and recommended model for a bike share system at WSU, and the surrounding area. It is anticipated that a bike share system at WSU would result in a more physically active population with decreased rate of obesity.

8.) What are the anticipated barriers to implementing the project or initiating the policy change, and how would they be addressed?

(Please limit to 100 words)

One anticipated barrier to implementing the project would be coordination between the City of Wichita as the project manager and WSU staff. This barrier will be addressed through the development of a written agreement between the two organizations for the purpose of project management and teamwork.

Project Budget and Narrative

Total cost of this project
Enter the overall project budget dollar amount.
25000

How will the KANSAS HEALTH FOUNDATION REQUESTED funds be spent?

Please complete the Project Budget Worksheet which can be accessed as a link provided in the upper right-hand corner of the application. Once the Excel worksheet is completed, save the document to a file on your computer and upload it as an attachment below.

Project Budget Attachment - Located in the top right-hand corner of the application **(if the template provided is not attached, your proposal will not be reviewed)**
KHF Recognition Grant - Bike Share - Budget.xls

Kansas Health Foundation definition of Indirect and Direct Costs:

- Indirect Costs**Expenses indirectly related to the implementation of program services. They may also be referred to as overhead or administrative costs. Indirects calculation: maximum 10% of** Direct Costs **of project.**
- Direct Costs **Costs identified specifically with a particular project and with a high degree of accuracy.**

Kansas Health Foundation Budget

TOTAL AMOUNT REQUESTED FROM THE KANSAS HEALTH FOUNDATION
This number is found at the very bottom of the Project Budget Worksheet and should be only the amount you are requesting from the Kansas Health Foundation.
Note: The grant amount requested from the Kansas Health Foundation must not exceed $25,000.00
25000

Project Budget Exceeds Amount Requested from Kansas Health Foundation

If your total project budget amount given at the top of this page exceeds the amount requested from the Kansas Health Foundation, have commitments from other funding sources been secured to cover the remaining costs?

No Yes Yes No

If no, what are your plans for securing the additional funds needed to complete the project? If you are not successful in securing the additional funds needed to complete the project, is there a portion of the project you could complete using only Kansas Health Foundation funds? Please explain: (Please limit to 100 words)
Additional funds are not necessary for the project.

If yes, list which organizations are providing the additional funds to complete the project. (Please limit to 100 words)
NA

Project Budget Narrative

Project Budget Narrative

In the space provided below, please explain budgeted items and how each contributes to the project. If new personnel are budgeted, please describe plans for financial sustainability. In addition, please address the following:

- If existing personnel are budgeted, please describe whether they are hourly or salaried, full or part time.
- If personnel is budgeted please describe why the additional funding is needed for personnel and how the position(s) would be sustained beyond the project term.
- Please explain how Kansas Health Foundation funding will impact the project.
- Please explain how the project would be impacted if only partial funding was awarded.

Please make sure to include a basis for calculation for each of the budgeted line items.

Example:

- **Equipment = $2,100.00**
  2 computers at $700.00 a piece, 2 printers at $350.00 a piece
- **Travel = $85.00**
  Gas for driving to meeting in Salina

(Please limit to 700 words)

• Consultant $23,412

o This funding will be utilized to solicit, hire, and pay a consultant to conduct the feasibility study for a WSU bike share system.

• Printing $1,000

o This funding will be used to print materials for the study - including final documents, public education materials, open house materials, etc.

• Indirect Costs $587.50

o The City of Wichita charges a 2.35% administrative fee for planning grants.

Project Description

Project Description

In the space provided, describe the proposed activities that would be funded by this grant.

(Please limit to 500 words)

This project will help improve the health of Kansans by funding the creation of a feasibility study for a bike share system on the Wichita State University campus and the surrounding area. A bike share system has the potential to help change how Wichita residents think about health and transportation. The system consists of a network of public bicycles that individuals can check out for short duration rentals. More than 40 US cities have a bike share system -- including Topeka, Denver, Omaha, Tulsa, and Des Moines. Bike share systems help increase levels of active transportation; improve health; reduce air pollution, and enhance educational and economic opportunities.

A feasibility study is an important step for the creation of a bike share system, because 1) there are significant considerations that should be addressed to help ensure the launch of a successful system and 2) there are a variety of successful models across the country. A feasibility study will help to recommend a successful model for WSU, including the following elements:

• Costs (capital, operating, etc.);
• Funding;
• Business model (for profit, non-profit, government, etc.);
• Regulator and permitting considerations;
• Markets (target population, pricing, etc.); and
• Deployment (stations or not, locations, etc.).

The City of Wichita and WSU have partnered to apply for the funding to implement a bike share system. In June of 2015, the City of Wichita and WSU submitted an application for a T.I.G.E.R. grant from the U.S. Department of Transportation. The application included a request for $400,000 for the installation of a bike share system on the WSU campus and $785,000 to construct bicycle and pedestrian connections to the campus. It is anticipated that the award announcements will be made in late 2015 and early 2016.

The creation of a bike share system would help to implement the Wichita Bicycle Master Plan. Strategy 6 recommends that the City determine if a bike share program would be a good fit for the City of Wichita. The lessons learned with the WSU bike share feasibility study could be applied to the deployment of a bike share system in other locations of Wichita.

In the space provided, outline the anticipated results of your project, program or policy initiative.

(Please limit to 300 words)

It is anticipated that the results of the project will identify if and how a bike share system should be deployed on the WSU campus and what related changes are necessary to help ensure the success of the system. The recommendations from the study will help with the implementation of the Federal TIGER grant and/or assist with leveraging other funding sources. Ultimately, a bike share system will increase the levels of active transportation on the WSU campus and decrease the amounts of obesity for the WSU population.

In the space provided, please include evidence of your organization's capacity to implement the proposed activities and achieve
the anticipated results within the proposed timeframe. In addition, include quantitative data demonstrating your organization's
achievement of objectives for similar projects.

(Please limit to 300 words)

The City of Wichita has a track record of success with similar projects, including the Wichita Bicycle Master Plan, Wichita Pedestrian Master Plan, and Wichita Multi-Modal Policy.

By checking the following box I acknowledge I have read and understand the following statement:

At the end of the application is a REVIEW & SUBMIT button. The first time you click the REVIEW & SUBMIT button, it is asking you to review your application one more time before submission. It also will let you know if you did not fill out the application completely or have any errors. After reviewing and making any necessary corrections,

you must click on the SUBMIT button a second time for your application to be submitted. Your application has been submitted successfully only after you have received an automated acknowledgement e-mail .

Yes

Attachments

Title	File Name
Board of Directors	Budget - City Council.pdf

Files attached to this form may be deleted 120 days after submission.

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: City Hall Renovations (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project and adopt the bonding resolution.

Background: The Adopted 2015-2024 Capital Improvement Program (CIP) includes $900,000 in 2015 and $900,000 in 2016 for City Hall Renovations. Funding is designated for audio/visual (A/V) equipment improvements in the City Council Chambers, Boardroom and Channel 7 Studio, as well as other renovation projects approved at City Hall.

Analysis: The current A/V equipment was installed in 2001, with limited upgrades made in 2007. The system is 14 years old, is of analog design and function, is not upgradeable, and is not vendor supported. As a result, system reliability is a concern. Additionally, the existing control room requires minor revisions. The equipment improvements will be coordinated with scheduled City Council meetings and activities to maintain operational continuity.

This project will also fund other City Hall improvements which typically focus on needed improvements to worn areas in the building. These allocations are reviewed by Department Directors and executive management based in City Hall. The Public Works & Utilities Department will provide staff support to the decision making and implementation processes.

Financial Considerations: The City Hall Renovations project is included in the Adopted 2015-2024 CIP at $900,000 in 2015 and $900,000 in 2016, for a total project budget of $1.8 million. The funding source is General Obligation bonds.

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

Recommendation/Action: It is recommended that the City Council approve the project, adopt the bonding resolution, and authorize the necessary signatures.

Attachments: Budget sheet and bonding resolution.

Project Request

(●) CIP ( ) Non-CIP CIP YEAR: 2015 CIP #: 2015-2024 CIP

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #:

FUND: 435 Public Improvements

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: REQUEST DATE: Jul 20, 2015

PROJECT # : 435486 PROJECT TITLE: City Hall Renovations

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: City Hall Renovations

OCA # : 795009 OCA TITLE: City Hall Renovations

PERSON COMPLETING FORM: Megan McCall PHONE #: 268-4093

PROJECT MANAGER: Rick Stubbs PHONE #: 268-4119

(●) NEW BUDGET ( ) REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9720 G.O. Bonds	$1,800,000.00	2999 Contractuals	$1,800,000.00
	$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:	$1,800,000.00	**EXPENSE TOTAL:**	$1,800,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: DATE: 7-7-15

DEPARTMENT HEAD: DATE: 7-16-15

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

795009

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

City Hall Renovations

(including, but not limited to the replacement of the audio/visual equipment serving the City Council Chambers and Boardroom and various City Hall building improvements as selected through a vetting process conducted by Fleet & Facilities Division of Public Works & Utilities, collectively, the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $1,800,000 in accordance with plans and specifications therefor prepared under the direction of the Fleet & Facilities Superintendent and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. Mason

for Jennifer Magana, City Attorney and
Director of Law

795009

RESOLUTION NO. 15-284

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

City Hall Renovations

(including, but not limited to the replacement of the audio/visual equipment serving the City Council Chambers and Boardroom and various City Hall building improvements as selected through a vetting process conducted by Fleet & Facilities Division of Public Works & Utilities, collectively, the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $1,800,000 in accordance with plans and specifications therefor prepared under the direction of the Fleet & Facilities Superintendent and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and
Director of Law

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments, Cutting Weeds (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean-up private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work and the MABCD bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

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

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property List for Special Assessments and Ordinance.

PIN #	Geo Code#	Address / Location	Amount	District
00105072	A 05025001A	1832 N Hood Ave	140.00	6
00106660	A 06374	1420 S Waco Ave	140.00	3
00107442	A 07105	1902 S Waco Ave	140.00	3
00108878	A 08264	1485 N Coolidge Ave	140.00	6
00109474	A 086860001	2046 N Park Pl	140.00	6
00121551	B 028530001	V/L N of 732 N Minneapolis Ave	140.00	1
00121563	B 02861	V/L E of 1405 E 9th St N	140.00	1
00121784	B 03068	943 N Indiana Ave	140.00	1
00122153	B 03331	1108 N Cleveland Ave	140.00	1
00122174	B 03347	V/L S of 1137 N Mathewson Ave	140.00	1
00122217	B 033870001	V/L N of 1133 N New York Ave	140.00	1
00122355	B 0350400B3	V/L S of 1232 N Ohio Ave	140.00	1
00122389	B 03536	1322 N Wabash Ave	140.00	1
00122399	B 03542000A	V/L S of 1246 N Wabash St	140.00	1
00122456	B 03593	1115 N Cleveland Ave	140.00	1
00123821	B 04737	919 S Emporia Ave	140.00	3
00124755	B 05567	732 E Mount Vernon Rd	140.00	3
00135712	C 00729	710 N Piatt Ave	140.00	1
00135878	C 00795	1035 N Piatt Ave	140.00	1
00136249	C 01089	1626 N Piatt Ave	140.00	1
00136253	C 010900001	1602 N Piatt Ave	140.00	1
00136265	C 01098	V/L S of 1456 N Piatt Ave	140.00	1
00136336	C 01140	V/L S of 1548 N Ash Ave	140.00	1
00136344	C 011460001	1504 N Ash Ave	140.00	1
00136388	C 01178	1421 N Madison Ave	140.00	1
00136616	C 013000001	V/L N of 1642 N Hydraulic Ave	140.00	1
00136697	C 01344	1527 N Minnesota Ave	140.00	1
00136739	C 013670001	1451 N Minnesota Ave	140.00	1
00136764	C 013720002	1447 N Piatt Ave	140.00	1
00138659	C 027040001	907 N Volutsia Ave	140.00	1
00138907	C 02919	1224 N Volutsia Ave	140.00	1
00138924	C 02935	1317 N Erie Ave	140.00	1
00139014	C 03015	V/L S of 1306 N Chautauqua Ave	140.00	1
00139029	C 03027001A	1106 N Chautauqua Ave	140.00	1
00139162	C 03145	V/L S of 1021 N Estelle Ave	140.00	1
00152802	C 08184	V/L N of 421 N Minnesota Ave	140.00	1
00155382	C 10499000C	602 N Oliver Ave	140.00	1
00157940	C 12295	736 S Crestway Ave	140.00	3
00159264	C 135830001	1158 N Dellrose Ave	140.00	1
00159436	C 13703	823 N Piatt Ave	140.00	1
00159622	C 13887	1562 N Harvard Ave	140.00	1
00159649	C 13914	1537 N Matlock Dr	140.00	1
00161717	C 16159	4802 E Gilbert St	140.00	3
00161750	C 16190	724 S Oliver Ave	140.00	3
00162372	C 16687	V/L S of 906 N Green St	140.00	1
00168452	C 22929	632 S Whittier Rd	140.00	2

00170347	C 24912	5821 E Mount Vernon Rd	140.00	3
00172451	C 27019	8027 E Lynnwood Blvd	140.00	2
00182323	C 372460001	2266 S White Oak Dr	140.00	2
00185002	C 39451	6803 E Mainsgate St	140.00	1
00190226	C 43636	1609 S Todd Ct	140.00	2
00198222	D 0022400UP	4650 S Meridian Ave	140.00	4
00198271	D 00242	207 S Sycamore St	140.00	4
00199269	D 00666	905 S Seneca St	140.00	4
00199630	D 0082400UP	4355 S Meridian Ave	140.00	4
00201041	D 02033	924 W Dayton Ave	140.00	4
00201054	D 020450001	724 W Dayton Ave	140.00	4
00202691	D 03313	1137 S Glenn Ave	140.00	4
00203016	D 035320002	3203 W Maple St	140.00	4
00203164	D 03572	323 S Saint Paul Ave	140.00	4
00203445	D 03803	227 S Saint Paul Ave	140.00	4
00203470	D 03821	123 S Gordon Ave	140.00	4
00204561	D 04755	1242 S Elizabeth Ave	140.00	4
00205041	D 05045	529 N Meridian Ave	140.00	6
00205148	D 05128	407 N Gordon Ave	140.00	6
00205536	D 05373	1448 S Handley St	140.00	4
00205713	D 05510	1736 S Dodge Ave	140.00	4
00205765	D 055420001	1602 S Elizabeth Ave	140.00	4
00206753	D 06118001A	450 N Sheridan Ave	140.00	6
00207689	D 068150017	427 S Leonine Rd	140.00	4
00209683	D 08757	V/L S of 120 N Florence St	140.00	6
00210157	D 09057	3806 W Saint Louis Ave	140.00	6
00210595	D 09419	610 N Anna St	140.00	6
00210697	D 09518	357 N Young St	140.00	6
00210761	D 09581	4629 W 2nd St N	140.00	6
00212658	D 11485	602 N Flora St	140.00	6
00215816	D 14639	3315 S Euclid Ave	140.00	4
00219364	D 18113	629 N Hoover Ave	140.00	6
00223103	D 22156	7715 W Jennie St	140.00	5
00223202	D 22267	7322 W Freeman Ln	140.00	5
00223284	D 22351	336 N Acadia St	140.00	5
00225426	D 246350001	1st V/L N of 8612 W Maple St	140.00	5
00228086	D 27216	854 N Maize Rd	140.00	5
00229618	D 286310001	8802 W 9th St N	140.00	5
00484731	C 55340	6105 S Minnesota Ave	140.00	3
00534519	B 15007	2nd V/L on the NW of Maywood & Pattie	140.00	3
00534520	B 15008	1st V/L S of 5421 S Pattie St	140.00	3
00534569	B 15052	V/L E of 5402 S Victoria Ct	140.00	3
00534591	B 15073	V/L N of 5546 S Victoria Ct	140.00	3
00534592	B 15074	1st V/L E 5544 S Victoria Ct & S 1315 E Maywood	140.00	3
00534593	B 15075	2nd V/L E of 5546 S Victoria Ct	140.00	3
00534594	B 15076	V/L 3rd E 5546 S Victoria Ct & S 1315 E Maywood	140.00	3
00534595	B 15077	V/L 4th N of NE of E 55th St S & S Victoria St	140.00	3

00534596	B 15078	V/L 3rd N of NE of E 55th St S & S Victoria St	140.00	3
00534597	B 15079	V/L 2nd N of NE of E 55th St S & S Victoria St	140.00	3
00534598	B 15080	V/L NE of E 55th St S & S Victoria St	140.00	3
00534599	B 15081	V/L NW of E 55th St S & S Victoria St	140.00	3
00534600	B 15082	2nd V/L N of NW of E 55th St & S Victoria St	140.00	3
00534601	B 15083	V/L 3rd N of NW of E 55th St S & S Victoria St	140.00	3
00534602	B 15084	V/L 4th N of NW of E 55th St S & S Victoria St	140.00	3
00534603	B 15085	V/L 5th N of NW of E 55th St S & S Victoria St	140.00	3
00534604	B 15086	V/L 6th N of NW of E 55th St S & S Victoria St	140.00	3
00534605	B 15087	1315 E Maywood St	140.00	3
00534606	B 15088	1st V/L W of 1315 E Maywood St	140.00	3
00534607	B 15089	2nd V/L E of 1315 E Maywood St	140.00	3
00534608	B 15090	V/L 3rd E of 1315 E Maywood St	140.00	3
00534631	B 15112	VL S of 5419 S Victoria St	140.00	3
00534632	B 15113	2nd V/L S of 5419 S Victoria St	140.00	3
00534633	B 15114	2nd V/L N of NW of E Maywood & S Victoria Ct	140.00	3
00534648	B 15129	VL S of 5308 S Ellis St	140.00	3
00557873	B 055670002	734 E Mount Vernon Rd	140.00	3
00569349	D 62292	3rd V/L W of 1008 W 50th St S	140.00	4
00569350	D 62293	2nd V/L W of 1008 W 50th St S	140.00	4
00569351	D 62294	V/L W of 1008 W 50th St S	140.00	4
00569456	D 62391	V/L E of 1009 W 50th St S	140.00	4
00569461	D 62396	Lake Area off Seneca St S and 50th St S	335.00	4
		TOTAL	**$16,435.00**	

239054 **6 Affidavits**
6731 A86221 1616

Published in the Wichita Eagle on **September 25, 2015**

ORDINANCE NO. 50-082

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2016:

Legal of Parcel in Benefit District	Assessment
W1/2 S1/2 LOT 29 EXC ROW PAYNE AVE. FORD'S 2ND. ADD.	140.00
LOTS 15-17 WACO AVE. FITZGERALD'S 2ND. ADD.	140.00
W 85 FT LOTS 145-147 WACO AVE. ENGLISH'S 8TH. ADD.	140.00
LOTS 51-53 BLOCK J RIVERSIDE PLACE ADD.	140.00
BEG 598 FT W & 30 FT S NE COR S1/2 NE1/4 NE1/4 W 80 FT S 50 FT E 79.23 FT N 50 FT TO BEG SEC 8-27-1E	140.00
LOTS 98-100 MURDOCK AVE. OAKLAND ADD.	140.00
LOT 19 & E 18 FT LOT 20 FRISCO NOW 9TH. ST. TILFORD'S 2ND. ADD.	140.00
LOTS 9-11 MOORE'S 2ND. ADD.	140.00
LOTS 55-57 CLEVELAND AVE. GETTO'S ADD.	140.00
LOTS 68-70 ALLEN NOW MATHEWSON AVE. GETTO'S ADD. EXEMPT 535-7	140.00
LOTS 76-78 NEW YORK AVE. GETTO'S ADD.	140.00
LOTS 74-76 OHIO AVE BURLEIGHS 3RD. ADD.	140.00
LOTS 30-32 WABASH AVE. BURLEIGH'S 3RD. ADD.	140.00
LOTS 62-64 WABASH AVE. BURLEIGH'S 3RD. ADD.	140.00
LOTS 11-13 PRIEST'S ADD.	140.00
LOTS 85-87 BLOCK 8 ORME & PHILLIPS ADD.	140.00
LOTS 185-187-189-191 EXC W 52 FT & EXC BEG SE COR LOT 191 TH W 36.50 FT NLY TO PT ON N LI LOT 185 E 40 FT TO NE COR LOT 185 S TO BEG RANSON & KAY'S ADD	140.00
LOTS 58-60 PIATT AVE. STITES BROS. 4TH. ADD.	140.00
LOTS 15-17 PIATT AVE. ROGER'S SUB. OF TARLTON'S ADD.	140.00
LOTS 72-74-76 GUY NOW PIATT AVE LOGAN ADD.	140.00
LOTS 90-92-94 PIATT AVE. LOGAN ADD.	140.00
LOTS 146-148-150 PIATT AVE. LOGAN ADD.	140.00
LOTS 104-106 STRONG NOW ASH ST. LOGAN ADD.	140.00
LOTS 136-138-140 SHORT NOW ASH ST. LOGAN ADD.	140.00

ODD LOTS 165 TO 175 INC MADISON AVE LOGAN ADD	140.00
LOTS 55-57-59 BLOCK 5 KANSAS ADD.	140.00
LOTS 25-27 BLOCK 2 OHIO ADD.	140.00
LOTS 51-53 BLOCK 7 OHIO ADD.	140.00
LOTS 55-57 BLOCK 8 OHIO ADD.	140.00
N1/2 E 18 FT LOT 42 & N1/2 LOTS 44-46-48 ALICE'S SUB.	140.00

SECTION 2. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2016:

Legal of Parcel in Benefit District	**Assessment**
LOTS 78-80 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	140.00
LOTS 33-35 ERIE AVE. FAIRMOUNT PARK ADD.	140.00
LOTS 46-48 MT. OLIVE NOW CHAUTAUQUA AVE. FAIRMOUNT PARK ADD.	140.00
S1/2 LOT 106-ALL LOT 108 CHAUTAUQUA AVE FAIRMOUNT PARK ADD.	140.00
N 15 FT LOT 14-ALL LOT 16 BLOCK 3 ESTERBROOK PARK ADD.	140.00
LOTS 19-20 BEN BAILEY'S ADD.	140.00
LOTS 50-51-52 BLOCK 4 EAST HIGHLANDS ADD.	140.00
LOTS 78-80 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	140.00
LOTS 47-48 BLOCK 9 COUNTRY CLUB HEIGHTS ADD.	140.00
LOT 16 PIATT AVE. CONINE ADD.	140.00
LOT 5 BLOCK F YALE HEIGHTS ADD.	140.00
LOT 18 BLOCK G YALE HEIGHTS ADD.	140.00
LOT 1 & W 12 FT LOT 2 BLOCK B EASTWOOD VILLAGE ADD.	140.00
LOT 24 & S 1/2 LOT 25 BLOCK C EASTWOOD VILLAGE ADD.	140.00
LOT 5 SIDELS REPLAT	140.00
LOT 6 BLOCK B EASTRIDGE 6TH. ADD.	140.00
LOT 1 & E 11 FT LOT 2 BLOCK J RESERVE ADD.	140.00
LOT 19 BLOCK 2 BONNIE BRAE ADD.	140.00
BEG SWLY MOST COR LOT 12 NWLY 58.81FT NELY 77 FT M-L TO PT ON ELY LI SELY 59.11 FT TO SELY MOST COR SWLYTO BEG BLOCK 8 CHERRY CREEK HILLS ADD.	140.00
LOT 1 SIERRA WOODS SECOND ADD.	140.00
LOT 2 BLOCK 1 HUNTCREST 2ND. ADD.	140.00
S1/2 W 263.6 FT S1/2 N1/2 SW1/4 EXC PT DEEDED TO CITY FOR ST SW1/4 SEC 18-28-1E	140.00
LOT 3 SYCAMORE AVE. MC KEE'S RESURVEY	140.00
S 45 FT N 95 FT LOTS 1-3-5-7- MUNNELL AVE LAWRENCES 7TH ADD	140.00
E 233.8 FT S 168.3 FT NE1/4 EXC PT FOR ST SEC 13-28-1W	140.00
LOTS 41-43 DAYTON AVE GLENDALE ADD.	140.00
LOTS 101-103 DAYTON AVE GLENDALE ADD.	140.00
LOTS 39-41 GLENN AVE. GARFIELD ADD.	140.00
LOTS 2-3 BLOCK 2 COLLEGE GREEN ADD.	140.00
LOTS 5-7 GRANDVIEW NOW ST. PAUL AVE. STEWART'S SUB. OF RES. A	140.00

SECTION 3. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2016:

Legal of Parcel in Benefit District	Assessment
LOTS 56-58 SMITHSON NOW ST PAUL AVE SMITHSON'S SUB	140.00
LOTS 12-14 & N 1/2 LOT 16 GORDON AVE. SMITHSON'S SUB.	140.00
S 12 1/2 FT LOT 22 & ALL LOTS 24-26BLOCK 17 REPLAT PT OF JOHN MC CORMICK'S ADD.	140.00
LOTS 21-23 BLOCK 14 J O DAVIDSON'S 2ND. ADD.	140.00
LOTS 43-45 BLOCK 18 J.O. DAVIDSON'S 2ND. ADD.	140.00
LOTS 17-18-19 EXC E 2 1/2 FT FOR ALLEY BLOCK 15 FRANKLIN YIKE ADD.	140.00
LOTS 76-78 DODGE AVE BLOCK N PRINCESS ADD	140.00
LOTS 2-4 EXC E 40 FT ELIZABETH AVE BLOCK C PRINCESS ADD	140.00
W1/2 N 72 FT S 1A N 2A S 10A W 20A NE1/4 SEC 24-27-1W	140.00
LOTS 25-27 BLOCK 2 DUGANS ADD	140.00
S 50 FT OF N 75 FT LOT 8 BLOCK 24 PARKWILDE ADD.	140.00
W 65 FT LOT 16 EXC N 400 FT THEREOF & EXC ST ON W KNIGHT ACRES ADD.	140.00
LOT 17 BLOCK 2 ORCHARD PARK ADD.	140.00
LOTS 1 & 2 EXC S 20 FT LOT 2 BLOCK 8 ORCHARD PARK ADDITION	140.00
LOT 24 BLOCK 10 ORCHARD PARK ADD.	140.00
LOT 12 BLOCK 11 FRUITVALE PARK	140.00
LOT 16 BLOCK 5 RIDGEVIEW ADD.	140.00
S 125 FT N 375 FT LOT 4 CENTRAL ACRES	140.00
LOT 2 BLOCK F MEADOWVIEW ESTATES ADD.	140.00
LOT 8 BLOCK M MEADOWVIEW ESTATES ADD.	140.00
LOT 7 BLOCK S MEADOWVIEW ESTATES ADD.	140.00
N 134 FT LOT 1 PARK ACRES 2ND. ADD.	140.00
LOT 1 BLOCK 1 TOH-N-HAH VILLAGE ADD.	140.00
LOT 11 EXC W 5 FT BLOCK 1 WESTERN GARDENS ADD.	140.00
LOT 12 BLOCK 5 SOUTH HYDRAULIC GARDENS ADD.	140.00
LOT 24 BLOCK B RIVENDALE ADD.	140.00
LOT 25 BLOCK B RIVENDALE ADD.	140.00
LOT 21 BLOCK C RIVENDALE ADD.	140.00
LOT 42 BLOCK C RIVENDALE ADD.	140.00
LOT 43 BLOCK C RIVENDALE ADD.	140.00

SECTION 4. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2016:

Legal of Parcel in Benefit District	Assessment
LOT 44 BLOCK C RIVENDALE ADD.	140.00
LOT 45 BLOCK C RIVENDALE ADD.	140.00
LOT 46 BLOCK C RIVENDALE ADD.	140.00
LOT 47 BLOCK C RIVENDALE ADD.	140.00

LOT 48 BLOCK C RIVENDALE ADD.	140.00
LOT 49 BLOCK C RIVENDALE ADD.	140.00
LOT 1 BLOCK D RIVENDALE ADD.	140.00
LOT 2 BLOCK D RIVENDALE ADD.	140.00
LOT 3 BLOCK D RIVENDALE ADD.	140.00
LOT 4 BLOCK D RIVENDALE ADD.	140.00
LOT 5 BLOCK D RIVENDALE ADD.	140.00
LOT 6 BLOCK D RIVENDALE ADD.	140.00
LOT 7 BLOCK D RIVENDALE ADD.	140.00
LOT 8 BLOCK D RIVENDALE ADD.	140.00
LOT 9 BLOCK D RIVENDALE ADD.	140.00
LOT 10 BLOCK D RIVENDALE ADD.	140.00
LOT 12 BLOCK E RIVENDALE ADD.	140.00
LOT 13 BLOCK E RIVENDALE ADD.	140.00
LOT 14 BLOCK E RIVENDALE ADD.	140.00
LOT 29 BLOCK E RIVENDALE ADD.	140.00
THAT PART LOTS 185-187-189-191 BEG SE COR LOT 191 TH W 36.5 FT NLY TO PT ON N LI LOT 185 E 40 FT TO NE COR S TO BEG RANSON & KAY'S ADD	140.00
LOT 1 BLOCK 1 SYCAMORE POND ADD	140.00
LOT 2 BLOCK 1 SYCAMORE POND ADD	140.00
LOT 3 BLOCK 1 SYCAMORE POND ADD	140.00
LOT 8 BLOCK 4 SYCAMORE POND ADD	140.00
RESERVE A EXC W 60 FT N 62 FT SYCAMORE POND ADD	335.00

SECTION 5. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **22nd** day of **September, 2015**.

_____

Jeff Longwell, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____

Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Maintenance Yard Buildings No. 1 and No. 2 Refurbishment
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare the intent to utilize general obligation bond funding for expenditures made on or after the date which is 60 days before the notice of said intent. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, is requested to approve a capital budget for the refurbishment of Buildings No. 1 and No. 2 at the south maintenance yard on Eisenhower Airport. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget requested is $200,000 (exclusive of interest on financing and administrative and financing costs) which will be financed with the proceeds of general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

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

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachment: Resolution.

RESOLUTION NO. 15-285

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO CITY AIRPORT FACILITIES.

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

WHEREAS, the City Council (the "Governing Body") of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the "Authority"); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the "Act") to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

WHEREAS, the outstanding principal amount of general obligation bonds issued pursuant to the Act shall not: (a) exceed three percent (3%) of the assessed value of all taxable tangible property within the City, and (b) be subject to or within the limitations prescribed by any other law limiting the amount of indebtedness of the City; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Maintenance Yard Buildings No. 1 and No. 2 Refurbishment

for use by the Authority at the Wichita Dwight D. Eisenhower National Airport (the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $200,000 in accordance with specifications prepared or approved by the Authority.

Section 2. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: Transcription Services from Net Transcripts, Inc.

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the contract and authorize the necessary signatures.

Background: In July 2012, the Wichita Police Department began contracting transcription services to an outside vendor. The Police Department uses a digital system to record reports from officers in the field. Additionally, Professional Standards and Investigations use digital voice recorders to document interviews with victims, witnesses and suspects. Due to the volume of recordings, a backlog of cases inhibited the Department's ability to maintain a timely response to complaints and criminal investigations. Since the inception of contracting transcription services, the Department has been more efficient with processing recorded narratives.

Analysis: Firms specializing in law enforcement transcription have the expertise to save the Police Department time, effort and money. Proposals were solicited in July 2015, for transcription services. Six proposals were received and four vendors were interviewed. Each proposal was evaluated on the basis of qualifications, experience, references and price. Net Transcripts, Inc. was selected as the preferred vendor.

Financial Considerations: WPD will use budgeted funds of $150,000 which is available within the Police Department.

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

Recommendations/Actions: It is recommended the City Council approve the contract for Net Transcripts, Inc. and authorize the necessary signatures.

Attachments: Net Transcripts, Inc. contract.

CONTRACT
for
TRANSCRIPTION SERVICES

BLANKET PURCHASE ORDER NUMBER BP540062

THIS CONTRACT entered into this 15th day of September, 2015, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and **NET TRANSCRIPTS, INC.** (Vendor Code Number – 822933-001), whose principal office is at 425 South 48th Street, Suite 103, Tempe AZ 85281, Telephone Number (800) 942-4255, hereinafter called **"VENDOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Transcription Services** (Formal Proposal – FP540028) [Commodity Code Number 96172]; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP540028 [Commodity Code Number 96172], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP540028, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **VENDOR** the following **unit price** for **Transcription Services** for Formal Proposal – FP540028 [Commodity Code Number 96172], for the Police Department as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR's** proposal of June 16, 2015 and as approved by the City Council on September 15, 2015.

ENGLISH TRANSCRIPTION	**Per Minute**	**Per Page**	**Per Line**	**Per Word**
Interviews (Multiple Speakers)				
Five (5) Business Days	$1.95	$2.89	$0.14	$0.015
Three (3 business days)	$2.10	$3.12	$0.15	$0.017
Next Business Day	$2.60	$3.86	$0.17	$0.020
Same Day	$2.95	$4.38	$0.20	$0.0225

Dictation (Single Speaker)	Per Minute	Per Page	Per Line	Per Word
Standard (within 24 hours)	$1.20	$3.00	$0.10	$0.0125
ASAP (within 12 hours)	$1.65	$4.10	$0.14	$0.0175
STAT (within 3-6 hours)	$1.85	$4.60	$0.16	$0.0195

SPANISH TRANSCRIPTION & TRANSLATION SERVICES	PRICING
From Digital Audio spoken in Spanish	
Direct to English Translation	$9.00 /min
Spanish Transcription	$4.75 /min
Spanish Translation	$0.19 /word

VALUE ADDED SERVICES	PRICING
Audio/Video Processing (Mail-In Requests)	
Data CD	$ 5.00
.wav, .mp3, .wma, etc.	
Standard Audio Conversion	$10.00
Cassette/Micro Cassette Tapes	
Audio CDs	
Standard Format DVD Ripping	
Non-Standard Audio Conversion	$20.00
Special Player Required	
Real Time Video Conversion	$20.00
VHS, Special Format DVD, .divx, etc.	
Other Services	
Editing Audio Per Customer Request	$12.50
Archive Retrieval	$29.00
Hardcopy of Transcript (UPS Next Day)	$20.00
Transcript Burned to CD (UPS Next Day)	$10.00
Faxed Hardcopy (domestic calls only)	$40.00
Cancellation Fee	$25.00
Return Shipping (UPS Next Day)	Varies
Custom Template / Formatting	Per Quote

Payment Terms: Net 30 Days

3. **Term.** The term of this contract shall be effective from **October 1, 2015 through September 30, 2016** with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. Indemnification and Insurance.

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

1. Commercial General Liability

Covering premises---operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 Each Occurrence $500,000 Each Aggregate
Property Damage Liability	$500,000 Each Occurrence $500,000 Each Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 Each Occurrence $500,000 Each Aggregate

2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

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

3. Workers' Compensation — Statutory

Employers Liability	$500,000 Each Accident $500,000 Aggregate $500,000 Occupational Disease

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement.

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

6. **Compliance with Laws. VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

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

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof the rights of 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.

10. **No Arbitration**. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

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

ATTEST:

Janis Edwards
Deputy City Clerk

CITY OF WICHITA, KANSAS

Jeff Longwell
Mayor

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

NET TRANSCRIPTS, INC.

Signature

SHANE MIRKOVICH
Print Name

COO & SECRETARY
Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

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

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

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: HOME Program: Housing Development Loan Program Funding, Wichita Habitat for Humanity (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

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

Background: On May 5, 2015, the City Council approved final allocations for the 2015-2016 Second Program Year Action Plan, which included a total of $250,000 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding is available for non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The program funding must be utilized within the boundaries of the City's Redevelopment Incentives Area (RIA), Neighborhood Revitalization Area (NRA) or Local Investment Areas (LIA), according to the Council and HUD-approved Consolidated Plan. Requests for funding under the program are received on an open application basis.

Analysis: HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant buyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of construction from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is $95,550.

All homes constructed with HOME funding through the HDLP must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Wichita Habitat for Humanity, Inc. (Habitat), a non-profit organization, is nearing completion of the construction of a total of 13 homes within the 1200 block of North Green and the 1200 block of North Poplar with HOME funding provided under two prior HDLP funding allocations. The organization has submitted a HDLP funding application to construct 10 additional homes. Four of the homes will be constructed within the 1100 block of North Poplar, one home will be constructed within the 1200 block of North Poplar, three of the homes will be constructed within the 1100 block of North Green, and two homes will be constructed within the 1200 block of North Green, under the proposed funding agreement. Habitat's construction program is a national model which utilizes volunteers and in some cases, donated materials.

The HOME Program requires an environmental review prior to the start of a HOME-funded project. Environmental review conditions for houses to be constructed in existing neighborhoods typically include design requirements, such as side-load garages at the rear of house structures, covered front porches, and

requirements for the installation of radon systems. In addition, homes constructed with HOME funding must comply with the 2012 International Energy Conservation Code, which exceeds building code requirements for the City of Wichita. These requirements add to the cost of construction and when combined with predominant values in the neighborhood, increase the subsidy that is required in order to develop new single-family housing.

Financial Considerations: The total project cost is estimated to be $1,111,273, the majority of which will be self-financed by Habitat, as well as gifts in kind. HOME funding for the proposed project will be $150,000, and will be provided in the form of zero-interest, forgivable development subsidy loans for each individual home to be constructed. HOME funding will be used to cover some of the subcontracting expenses involved in home construction, such as excavation, foundation construction, mechanical items, site improvements, as well as developer fees. Habitat's program includes a mortgage carry-back for program participants for a period of up to 20 years with no interest.

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

Recommendations/Actions: It is recommended that the City Council approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

Attachment(s): Funding agreement.

FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Wichita Habitat for Humanity, Inc.,

A Non-Profit Housing Developer

HOME Investment Partnerships
Program

2015 Housing Development Loan Program Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No._____

AGREEMENT

THIS CONTRACT, dated September 15, 2015, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as “the City”) and Wichita Habitat for Humanity, Inc., a non-profit Developer, hereinafter referred to individually as the Developer).

WITNESSETH THAT:

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

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

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

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

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

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

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

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such

sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by December 31, 2016, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

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

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

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

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

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

occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

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

SECTION 5. DISCRIMINATION.

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

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

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

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

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

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u

(Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are

subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

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

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

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

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:
The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

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

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

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

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

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

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

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

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

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

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

SECTION 12. PAYMENTS.

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

B. Total Payments. Total Payment to the Developer will not exceed $150,000.00 as referenced in Exhibit B. Contract payments above $150,000.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

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

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

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

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

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

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental

conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

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

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

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 2 CFR 200, specifically, Standards for Financial Management Systems, as follows:

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

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

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2

CFR Sections 200.327 and 200.328. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

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

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

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

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

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

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

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

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

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

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

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

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

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

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

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

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department,

payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials (24 CFR 92.251), or be certified to be Energy Star compliant. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

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

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

Wichita Habitat for Humanity, Inc.

_____
Signature

_____
Title of Wichita Habitat for Humanity, Inc. Officer

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Jeff Longwell, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Jennifer Magana Date
City Attorney and Director of Law

Exhibit A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Wichita Habitat for Humanity, Inc., hereinafter referred to as the "City" and "Developer", that execution of this contract obligates the Developer to the following performance requirements.

In return for the $150,000.00 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

1228 N. Green, Wichita, Kansas

1258 N. Green, Wichita, Kansas

1102 N. Green, Wichita, Kansas

1110 N. Green, Wichita, Kansas

1114 N. Green, Wichita, Kansas

1252 N. Poplar, Wichita, Kansas

1133 N. Poplar, Wichita, Kansas

1128 N. Poplar, Wichita, Kansas

1148 N. Poplar, Wichita, Kansas

1154 N. Poplar, Wichita, Kansas

A single-family home is to be constructed on each site. Each single-family home must be sold to an income-eligible owner-occupant buyer. If a single-family home is not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit “B”.

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The

Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

4-Bedroom, 2-Bathroom Units with Single-Car Garage: $82,000

3-Bedroom, 1-Bathroom Units, with Single-Car Garage: $76,000

2-Bedroom, 1-Bathroom Units, with Single-Car Garage: $70,000

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income

buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.

C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.

E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed

within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Developer will supervise operations and administration on a day-to-day basis. The Developer's Board of Directors is ultimately responsible for program administration, if applicable.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $150,000.00 in the form of forgivable development subsidy loans, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $150,000.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction.)

	$ 150,000.00
TOTAL	$ 150,000.00

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

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract.

Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within nine (9) months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental

Housing.

B. Initial rents for HOME-assisted units are as follows, per 2014 HUD guidelines:

2 Bedroom: $723 - $198 (Utility Allowance) = $525.00

3 Bedroom: $856 - $229 (Utility Allowance) = $627.00

4 Bedroom: $956 - $275 (Utility Allowance) = $681.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five

years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for the project. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons

of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year, beginning **June 30, 2016**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

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

B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2016, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer’s fee, accounting

& legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in Wichita Habitat for Humanity, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will obtain any and all permits required by the City prior to undertaking construction.

G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.

H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

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

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction.)	
	$ 150,000.00
TOTAL	$ 150,000.00

Exhibit D

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	4,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	92,147.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	2,510.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter "0.00" if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	2,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	101,157.00
(G) Plus: Developer Fee (__10__%) of (F)	10,116.00
(H) Total Per-Unit Cost (F + G)	111,273.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	76,000.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	20,273.00
(K) Project Subsidy (Gap Financing) Required, per unit (H – I – J)	15,000.00

Sources and Uses of Funds Statement for **__10___** Housing Units

Sources	**Amount**	**Uses**	**Amount**
Construction Financing	760,000.00	Acquisition Costs	40,000.00
		Project "Soft" Costs	25,100.00
HOME (Gap) Financing	150,000.00	Construction Costs	921,470.00
Repayment of Subsidy Loans		Site Improvements	25,000.00
Gifts in Kind	202,730.00	Developer Fee	101,160.00
TOTAL	1,112,730.00	**TOTAL**	1,112,730.00

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

SUBJECT: HOME Program: Boarded-up House Program Funding; Mennonite Housing Rehabilitation Services, Inc. (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Boarded-up House Program funding allocation and authorize the necessary signatures.

Background: On May 6, 2014, the City Council approved final allocations for the 2014-2015 First Program Year Action Plan, which included a total of $125,000 in HOME Investment Partnerships Program (HOME) funding for the Boarded-up House Program. The purpose of the program is to provide Community Housing Development Organizations (CHDOs) with a means to access HOME funding to acquire vacant, boarded-up or otherwise blighted homes in the City's Neighborhood Revitalization Area (NRA) for redevelopment. Existing blighted homes are demolished and new single-family homes are constructed on the sites. The newly constructed homes are sold to income-eligible, owner-occupant homebuyers. Requests for funding under the program are received on an open application basis from certified CHDOs.

Analysis: HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant buyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of acquisition, construction and demolition from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy loan to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is $95,550.

All homes constructed with HOME funding through the Board-up House Program must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Mennonite Housing Rehabilitation Services, Inc., has requested funding from the Boarded-up House Program in order to acquire and demolish a blighted single-family residence located at 1940 N. Park Place, in order to construct a new home on the site.

The HOME Program requires an environmental review prior to the start of a HOME-funded project. Environmental review conditions for houses to be constructed in existing neighborhoods typically include design requirements, such as side-load garages at the rear of house structures, covered front porches, and requirements for the installation of radon systems. In addition, homes constructed with HOME funding must comply with the 2012 International Energy Conservation Code, which exceeds building code requirements for the City of Wichita. In this particular case, additional construction modifications are required in order to mitigate interior noise levels, as the project site is located within 3,000 feet of an active Burlington Northern Santa Fe railway immediately east of Broadway. These requirements add to

the cost of construction and when combined with predominant values in the neighborhood, increase the subsidy that is required in order to develop new single-family housing.

Financial Considerations: The total project cost is estimated to be $174,090. HOME funding for the proposed project will be $81,590, and will be provided in the form of a zero-interest, forgivable development subsidy loan. Funding for the project will be provided from remaining 2014 Boarded-up House funding in the amount of $59,392 and $22,198 from unallocated HOME funds available from loan repayments from homebuyers, CHDOs and other developers that receive housing development subsidy funding. HOME funds will be used to cover costs related to acquisition, demolition, construction, site improvements, and project soft costs such as construction loan fees and interest, and developer fees.

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

Recommendations/Actions: It is recommended that the City Council approve the Boarded-up House Program funding allocation and authorize the necessary signatures.

Attachment: Funding agreement.

FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Mennonite Housing Rehabilitation Services, Inc.,

A Non-Profit Housing Developer

HOME Investment Partnerships
Program

2014 Boarded-up House Program Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No._____

AGREEMENT

THIS CONTRACT, dated September 15, 2015, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as “the City”) and Mennonite Housing Rehabilitation Services, Inc., a Community Housing Development Organization/non-profit Developer, hereinafter referred to individually as the Developer).

WITNESSETH THAT:

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

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

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

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

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

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

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

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by November 30, 2016, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

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

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

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

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

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

project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

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

SECTION 5. DISCRIMINATION.

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

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

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

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

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

B. Assurance of Compliance.

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

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

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

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

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

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

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to

Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

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

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

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

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:
The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

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

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

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

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

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

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

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

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

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

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

SECTION 12. PAYMENTS.

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

B. Total Payments. Total Payment to the Developer will not exceed $81,590.00 as referenced in Exhibit B. Contract payments above $81,590.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

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

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

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

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

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

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental

conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

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

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

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 2 CFR 200, specifically, Standards for Financial Management Systems, as follows:

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

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

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2

CFR 200.327 and 200.328. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

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

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

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

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

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

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

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

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

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

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

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

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

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

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

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

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department,

payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials (24 CFR 92.251), or be certified to be Energy Star compliant. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

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

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

Mennonite Housing Rehabilitation Services, Inc.

_____
Signature

_____
Title of Mennonite Housing Officer

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Jeff Longwell, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Jennifer Magana Date
City Attorney and Director of Law

Exhibit A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Mennonite Housing Rehabilitation Services, Inc., hereinafter referred to as the "City" and "Developer", that execution of this contract obligates the Developer to the following performance requirements.

In return for the $81,590 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

1940 N. Park Place, Wichita, Kansas

A single-family home is to be constructed on each site. The single-family home must be sold to an income-eligible owner-occupant buyer. If the single-family home is not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit “B”.

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Unfinished Basement: $85,700

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Basement with One Bath, One Bedroom Finished in Basement: $90,450

Single-Story, 2-Bedroom, One Bath, Two-Car Garage, Two Bedrooms, One Bath Finished In Basement: $92,200

Single-Story, 3-Bedroom, One Bath, Two Car Garage, Full Unfinished Basement: $95,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes,

purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.

C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.

E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Mennonite Housing Rehabilitation Services, Inc. President/C.E.O. will supervise operations and administration on a day-to-day basis. The Mennonite Housing Rehabilitation Services, Inc. Board of Directors is ultimately responsible for program administration.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $81,590 in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $81,590 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency.)

	$ 81,590.00
TOTAL	$ 81,590.00

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

1. The City and Mennonite Housing Rehabilitation Services, Inc. also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. Mennonite Housing Rehabilitation Services, Inc. will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment

will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within nine (9) months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per 2014 HUD guidelines:

2 Bedroom: $723 - $198 (Utility Allowance) = $525.00

3 Bedroom: $856 - $229 (Utility Allowance) = $627.00

4 Bedroom: $956 - $275 (Utility Allowance) = $681.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other

electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years,

beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for the project. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to

agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year, beginning **June 30, 2016**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

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

B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2016, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in Mennonite Housing Rehabilitation Services, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will obtain any and all permits required by the City prior to undertaking construction.

G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.

H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The

Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

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

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves as eligible.)	$ 81,590.00
TOTAL	$ 81,590.00

Exhibit D

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	10,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	144,205.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	2,050.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter "0.00" if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	3,750.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	160,005.00
(G) Plus: Developer Fee (__10__%) of (F)	14,085.00
(H) Total Per-Unit Cost (F + G)	174,090.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	92,500.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
(K) Project Subsidy (Gap Financing) Required, per unit (H – I – J)	81,590.00

Sources	**Amount**	**Uses**	**Amount**
Construction Financing	69,375.00	Acquisition Costs	10,000.00
		Project "Soft" Costs	2,050.00
HOME (Gap) Financing	81,590.00	Construction Costs	144,205.00
Repayment of Subsidy Loans	23,125.00	Site Improvements	3,750.00
		Developer Fee	14,085.00
TOTAL	174,090.00	**TOTAL**	174,090.00

Second Reading Ordinances for September 15, 2015 (first read on September 8, 2015)

A. <u>PUBLIC HEARING ON THE ESTABLISHMENT OF THE KELLOGG AND WEST COMMUNITY IMPROVEMENT DISTRICT</u>. (DISTRICT IV)

ORDINANCE NO. 50-079

AN ORDINANCE OF THE CITY OF WICHITA ESTABLISHING THE KELLOGG AND WEST COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 1.00% CID SALES TAX AND PROVIDING FOR THE METHOD OF FINANCING THE SAME; AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT RELATING THERETO.

B. <u>NUISANCE ABATEMENT ASSESSMENTS, LOT CLEAN UP</u>.

ORDINANCE NO. 50-078

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (LOT CLEAN UP) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

Agenda Item No. II-18

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

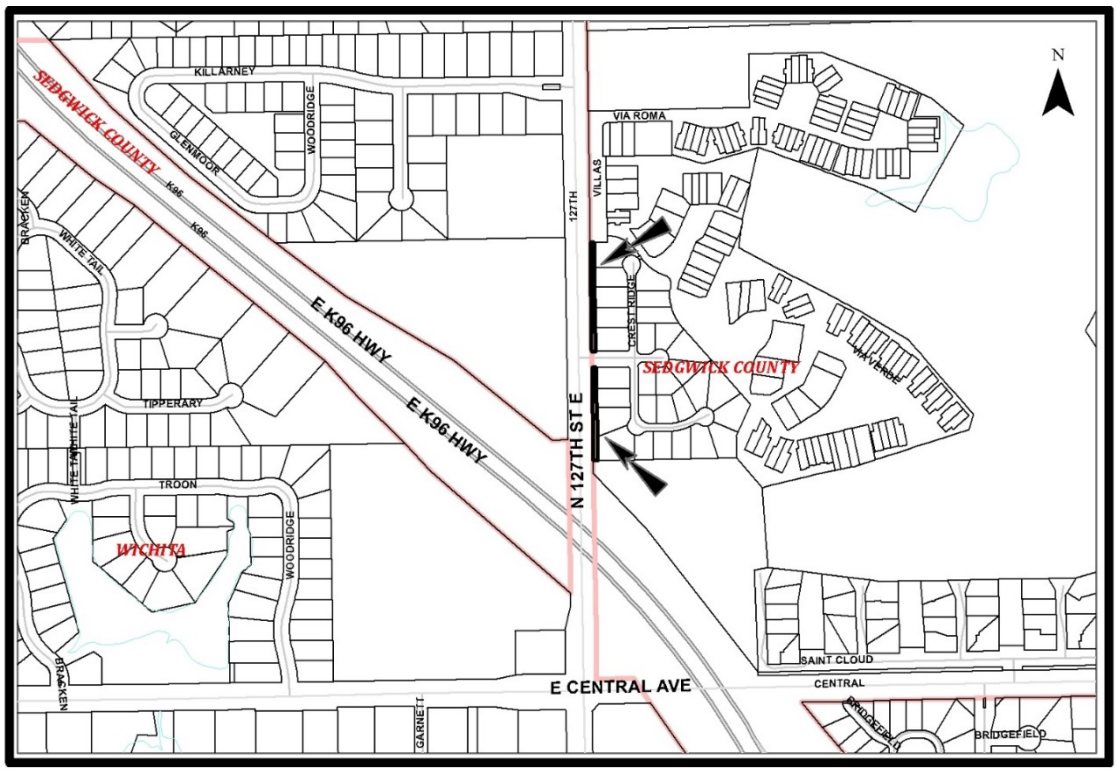
SUBJECT: VAC2015-00005 - Request to Vacate the Plattor's Text to Amend the Uses Allowed in Platted Reserves on Property Generally Located North of Central Avenue - K-96 Highway, East of 127th Street East, and North and South of Crest Ridge Street. (Located in Sedgwick County, but within the City of Wichita's three-mile ring subdivision jurisdiction)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (8-0).



Background: The applicant is requesting the vacation of the plattor's text to amend the uses allowed in platted Reserves A and B, Crest Ridge Second Addition. The reserves run parallel to the west, back yards of Lots 1-4 and Lots 28-31, Block 1, all in the Crest Ridge Second Addition and which runs parallel to the west side of 127th Street East. Per the plattor's text Reserves A and B are for the construction and maintenance of pipeline, drainage, landscaping and open space. The vacation request will allow the construction of a wall, fences, monuments, irrigation and utilities confined to easements, while retaining those uses as described in the plattor's text.

Per the plattor's text the reserves are owned by the Home Owners Association (HOA), specifically the Crest Ridge HOA. The Crest Ridge Second Addition was recorded June 6, 1995. Because the site is located in Sedgwick County, but within the City of Wichita's three-mile ring subdivision jurisdiction, consideration and recommendation by the Wichita City Council and consideration and final action by the Sedgwick County Board of County Commissioners is required.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (8-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order, the utility easement dedicated by separate instrument with an exhibit and a wall easement dedicated by separate instrument. The original Vacation Order, the utility easement dedicated by separate instrument with an exhibit and the wall easement dedicated by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachments:

- Vacation Order
- Dedication of a utility easement dedicated by separate instrument and exhibit
- Dedication of a wall easement dedicated by separate instrument

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF THE PLATTOR'S TEXT TO AMEND THE USES PERMITTED IN PLATTED RESERVES	)	
GENERALLY LOCATED NORTH OF CENTRAL AVENUE – KANSAS HIGHWAY K-96, EAST OF 127TH STREET EAST AND NORTH AND SOUTH OF CRESTWOOD STREET	)	**VAC2015-00005**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 15th day of September, 2015, comes on for hearing the petition for vacation filed by the Crest Ridge Home Owners Association, c/o William Anderson (owner), praying for the vacation of the following described plattor's text to amend the uses permitted in platted reserves, to-wit:

As a result of the vacation the uses permitted in platted Reserves A and B, Crest Ridge Second Addition, Sedgwick County, Kansas, are: the construction and maintenance of pipeline, drainage, landscaping, open space, a wall, fences, monuments, irrigation and utilities confined to easements.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on February 26, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described plattor's text to amend the uses permitted in the described platted reserves and the public will suffer no loss or inconvenience thereby.

3. A utility easement dedicated by separate instrument and a wall easement

dedicated by separate instrument will be recorded at the Register of Deeds with this

4. The site is located in Sedgwick County, but within the City of Wichita's three-mile ring subdivision jurisdiction, therefore consideration and recommendation by the Wichita City Council, and consideration and final action by the Sedgwick County Board of County Commissioners is required.

5. In justice to the petitioner(s), the prayer of the petition ought to be granted.

6. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

7. The vacation of the described plattor's text to amend the uses permitted in the described platted reserves, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 15th day of September, 2015, ordered that the above-described plattor's text, is hereby vacated to amend the uses permitted in described platted reserves. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

UTILITY EASEMENT

THIS EASEMENT made this 4th day of August, 2015, by, Crest Ridge Homeowners Association, Inc., a Kansas not-for-profit corporation, of the first party and the City of Wichita, Kansas, of the second party.

WHEREAS, As per Vacation Case numbered VAC2015-00005, it is necessary to provide a utility easement to cover existing utilities and the owner wishes to provide such easement; and

WITNESSED, That the said first party, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the second party perpetual right-of-way and easement for the purposes of accessing, constructing, maintaining, and repairing such utilities, along and over the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

A tract of land lying within a portion of Reserve A, Crest Ridge Second Addition to Sedgwick County, Kansas, said tract being described as follows:

BEGINNING at the northeast corner of said Reserve A; thence south along the east line of said Reserve A, 6.00 feet; thence southwesterly to a point on the west line of said Reserve A, said point being 14.00 feet south of the northwest corner of said Reserve A; thence north along the said west line, 14.00 feet to the said northwest corner; thence east along the north line of said Reserve A, 20.00 feet to the POINT OF BEGINNING.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of accessing, constructing, maintaining, and repairing such utilities.

MKEC

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

Crest Ridge Homeowners Association, Inc.,
a Kansas not-for-profit corporation

William L. Anderson, President

STATE OF KANSAS, SEDGWICK COUNTY} ss:

This instrument was acknowledged before me on this 4th day of August, 2015, by William L. Anderson, President, Crest Ridge Homeowners Association, Inc., a Kansas not-for-profit corporation.

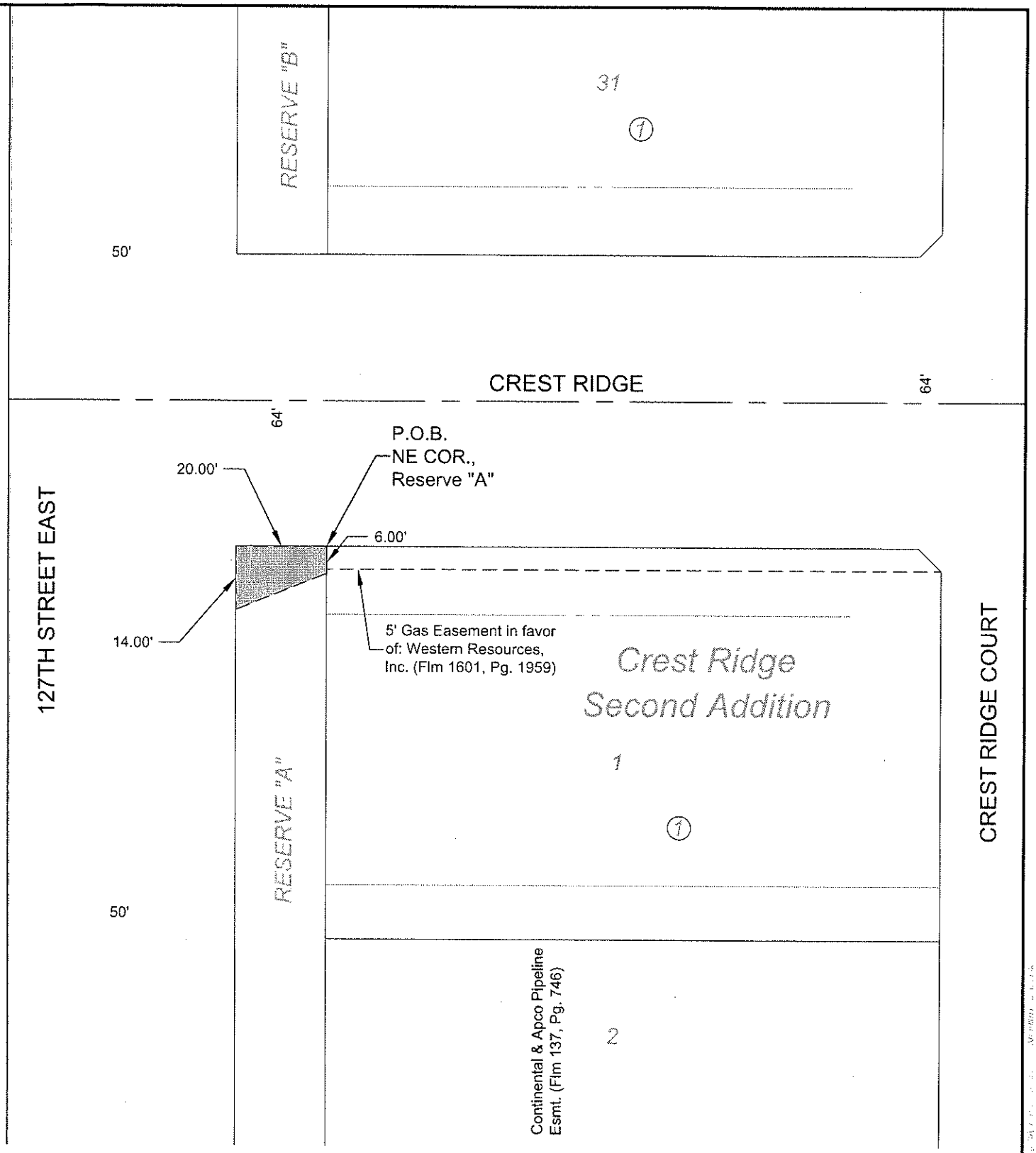
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2017

, Notary Public
Notary Public:
My Term Expires: February 7, 2017

Upon recording mail to:
MKEC Engineering, Inc.
411 N. Webb Rd.
Wichita, KS 67206

MKEC



- NEW Utility Easement

North
1"=30'

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www.mkec.com
These drawings and their contents, including, but not limited to, all concepts, designs, & ideas are the exclusive property of MKEC Engineering (MKEC), and may not be used or reproduced in any way without the express consent of MKEC.

MKEC
Wichita, KS - 316.684.9600

CREST RIDGE SECOND ADDITION
UTILITY EASEMENT EXHIBIT

PROJECT NO. 1301040174	DATE: JULY 2015		SHEET NO.
DRAWN BY: JGD	DESIGNED BY: JGD	APPROVED BY: BDL	1 OF 1

WALL EASEMENT

THIS EASEMENT made this 6th day of January, 2015, by, Crest Ridge Homeowners Association, Inc., a Kansas not-for-profit corporation, of the first party and the Minneha Township, of the second party.

WITNESSED, That the said first party, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the second party perpetual right-of-way and easement for the purposes of accessing, constructing, maintaining, and repairing walls, and also said second party is granted the right to remove trees associated with initial construction of walls, along and over the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

Reserves A and B, Crest Ridge Second Addition to Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of accessing, constructing, maintaining, and repairing walls, and also said second party is granted the right to remove trees associated with initial construction of walls.

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

Crest Ridge Homeowners Association, Inc.,
a Kansas not-for-profit corporation

William Anderson, President

Tom Harrington, member

STATE OF KANSAS, SEDGWICK COUNTY} ss:

This instrument was acknowledged before me on this 6th day of January, 2015, by William Anderson, President and Tom Harrington, member, Crest Ridge Homeowhers Association, Inc., a Kansas not-for-profit corporation.

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

Ann C. Ybarra, Notary Public

ANN C. YBARRA
Notary Public - State of Kansas
My Appt. Expires 9-15-17

Notary Public: Ann C. Ybarra
My Term Expires: 9-15-17

Upon recording mail to:
MKEC Engineering, Inc.
411 N. Webb Rd.
Wichita, KS 67206

MKEC

J:\Projects\2013\1301040174 Minneha TWP On-Call Services\11-Project Management\Development\Documents\VAC Case III\Wall Easement - Crest Ridge.doc

Agenda Item No. II-19

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

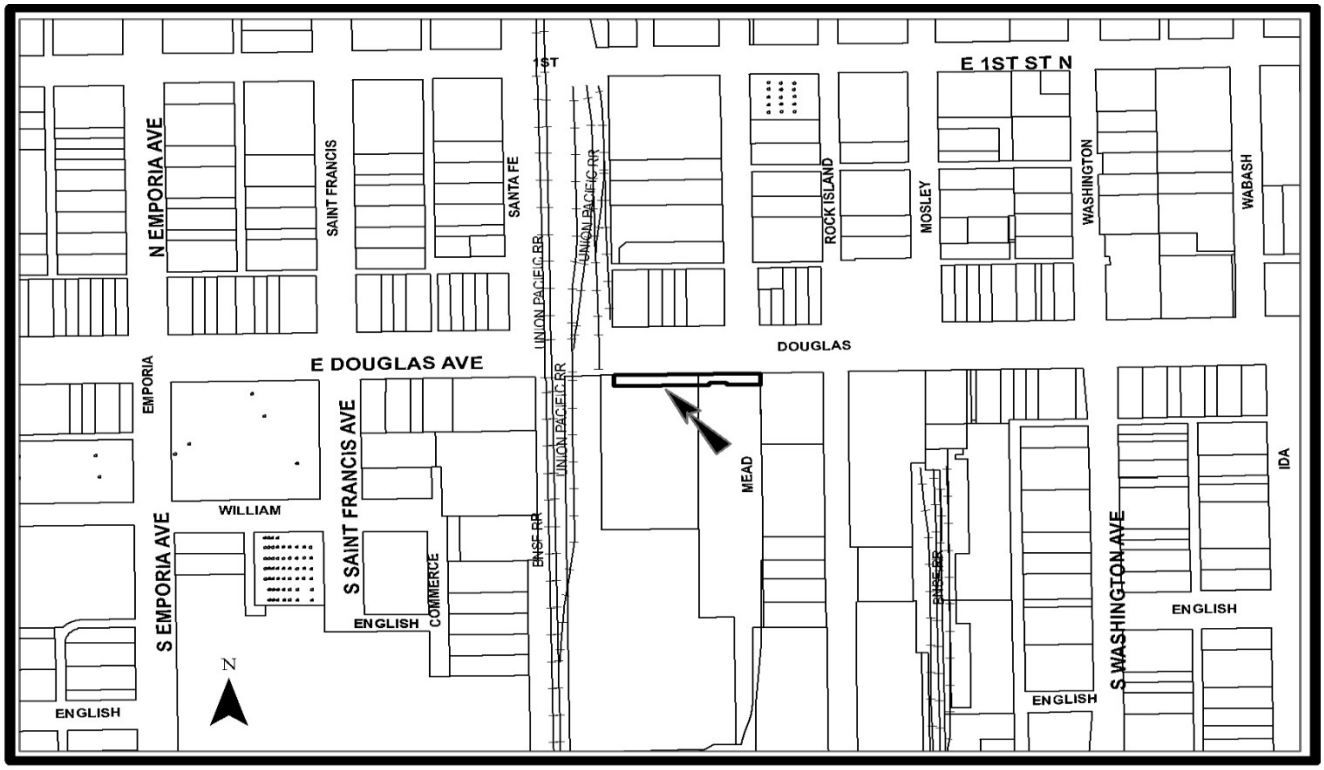
SUBJECT: VAC2015-00025 - Request to Vacate a Platted Sidewalk Easement on Property Generally Located West of Washington Boulevard on the South Side of Douglas Avenue (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (13-0).



Background: The applicant proposes to vacate the east-west platted sidewalk easement running parallel to most of the north property line of Lot 1, Union Station Addition. It appears that the north-most portion of the original Union Station Addition became part of the Douglas Avenue right-of-way, which reduced the size of the sidewalk easement. The vacation request will not eliminate a sidewalk along this section of Douglas Avenue. The vacation is associated with CON2015-00017, a Conditional Use for an outdoor nightclub in the city. Public Works has water and stormwater lines, valves, nodes and conduit (running north-south) located in a north-south platted utility easement located within the subject easement; the utility easement will remain. The Union Station Addition was recorded with the Register of Deeds March 2, 1982.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachment(s):

- Vacation Order

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PLATTED SIDEWALK EASEMENT	)	
GENERALLY LOCATED WEST OF WASHINGTON AVENUE ON THE SOUTH SIDE OF DOUGLAS AVENUE	)	**VAC2015-00025**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 15th day of September, 2015, comes on for hearing the petition for vacation filed by Union Station, LLC, c/o Gary Oborny (owner), praying for the vacation of the following described platted sidewalk easement, to-wit:

That part of Lot 1, Union Station Addition, Wichita Sedgwick County, Kansas, described as follows: beginning at the northeast corner of said Lot 1, thence S89°56'00"W along the north line of said Lot 1, 295.00 feet to the northwest corner of the Sidewalk Easement as platted in said addition; thence S00°00'00"W along the west line of said easement, 25.00 feet to the southwest corner of said easement; thence N89°56'00"E along the south line of said easement, 191.00 feet; thence N00°00'00"E along a said easement, 5.00 feet; thence N89°56'00"E along a said easement, 36.00 feet; thence S00°00'00"E along said easement, 5.00 feet; thence N89°56'00"E along the south line of said easement, 68.00 feet to the east line of said Lot 1; thence N 00°00'00"E along said east line, 25.00 feet to the point of beginning.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on June 18, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described platted sidewalk easement and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described platted sidewalk easement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 15th day of September, 2015, ordered that the above-described platted sidewalk easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

Agenda Report No. II-20

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

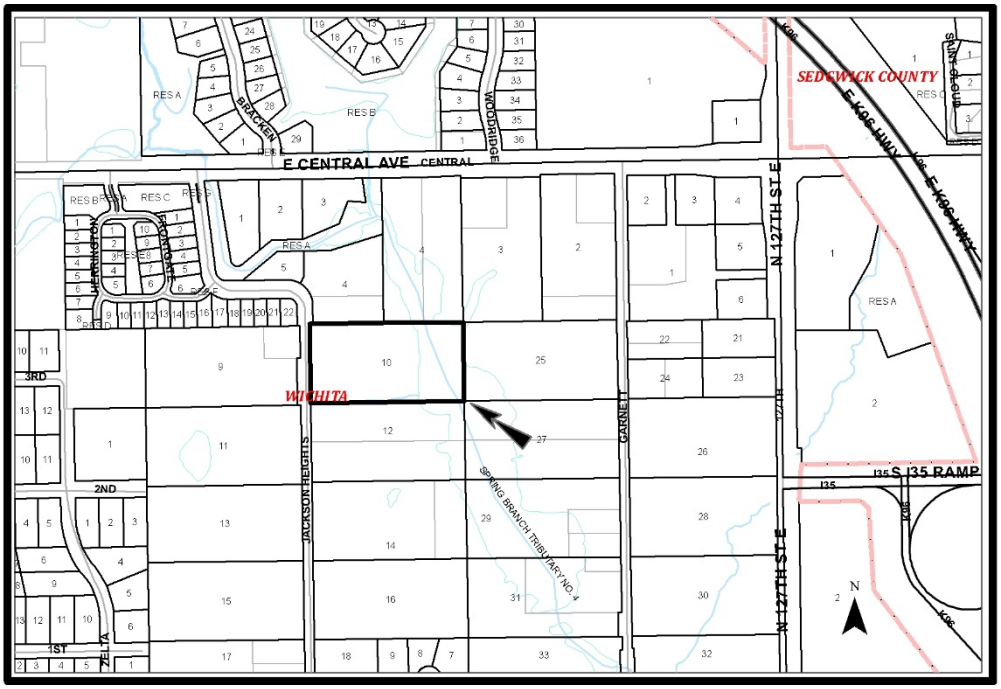
SUBJECT: SUB2015-00020 -- Plat of Marinita Addition Located South of Central, West of 127th Street East (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)



Background: The site consists of eight lots on 4.83 acres and is zoned Single-Family Residential (SF-5).

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water and paving improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenant and Resolutions as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachment(s): Certificate of Petitions
Restrictive Covenant
Resolutions

COPY

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Marinita, LLC, do hereby certify that petitions(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Lateral Petitions
2. Water Main Petition
3. Paving Petition

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Marinita Addition, Wichita, Sedgwick County, Kansas, may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 24 day of August, 2015

Marinita, LLC

By: John Greenstreet
John Greenstreet, Manager, Marinita, LLC

BE IT REMEMBERED, that on this 24th day of August, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John Greenstreet, Manager, Marinita, LLC, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

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

Notary Public

Joanne Doris Swanlund
Notary Public - State of Kansas
My Appt. Expires 11-18-17

(My Commission Expires: 11-18-17)

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

Restrictive Covenant

This covenant, executed this 24th day of August, 2015.

WITNESSETH:

WHEREAS, the undersigned are in the process of platting that certain real property to be known as Lots 1 through 8, Block A, Marinita Addition, Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Commission providing for the ownership and maintenance of the reserve.

NOW, THEREFORE, the undersigned do hereby subject Marinita Addition to Wichita, Sedgwick County, Kansas, to the following covenants:

1. The reserve located in said addition will be owned and maintained by the Marinita Addition Home Owners Association, Wichita, Sedgwick County, Kansas
2. The maintenance of the reserve located in said addition will be conveyed to the lot owners at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said maintenance is so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
4. In the event that the undersigned, its successors or assigns, shall fail to maintain the reserves, the City of Wichita may serve a Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to fulfill its obligations, as defined in the Operation and Maintenance Manual, recorded at the Sedgwick County Register of Deeds. Such Notice shall include a statement describing the obligation that has not been fulfilled. If said obligation has not been fulfilled within the said time specified, the City of Wichita, may, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves from being a nuisance, enter upon said reserves and perform the obligations listed in the Notice of Delinquency.

All cost incurred by the City of Wichita in carrying out the obligations of the undersigned 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, its successors or assigns, upon receipt of reason, within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments, any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

5. This covenant is binding on the owners, their successors and assigns, and is a covenant running with the land and is binding on all successors in title to the above described property.

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

By: _____
John Greenstreet, Manager, Marinita, LLC

State of Kansas)

County of Sedgwick)

Be it remembered that on this 24th day of August, 2015, before me a Notary Public in and for said State and County, came John Greenstreet, Manager, Marinita, LLC, 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

Joanne Doris Swanland
Notary Public - State of Kansas
My Appt. Expires 11-18-17

My Appointment Expires: 11-18-17

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-307

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 445, FOUR MILE CREEK – MARINITA ADDITION/SOUTH OF CENTRAL, WEST OF 127TH STREET EAST) (468-85065).

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

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of a lateral sanitary sewer (Lateral 445, Four Mile Creek), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Twenty-Nine Thousand Dollars ($29,000)** Project Cost Estimate, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

MARINITA ADDITION
Lots 1 through 8, Block A

(d) The method of assessment is: **equally per lot (8 lots)**.

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

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015

RESOLUTION NO. 15-

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – MARINITA ADDITION/SOUTH OF CENTRAL, WEST OF 127TH STREET EAST) (472-85240)

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

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by the **owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of pavement on Jackson Heights Court, with drainage to be installed where necessary and construction of sidewalk from cul-de-sac to reserve (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Nine Thousand Five Hundred Dollars ($109,500),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvements District defined below in accordance with the provisions hereof.

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

MARINITA ADDITION
Lots 1 through 8, Block A

(d) The method of assessment is: **equally per lot (8 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – MARINITA ADDITION/SOUTH OF CENTRAL, WEST OF 127TH STREET EAST) (448-90690).

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

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Twenty-One Thousand Dollars ($21,000),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

MARINITA ADDITION
Lots 1 through 8, Block A

(d) The method of assessment is: **equally per lot (8 lots)**.

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

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

Agenda Report No. II-21

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

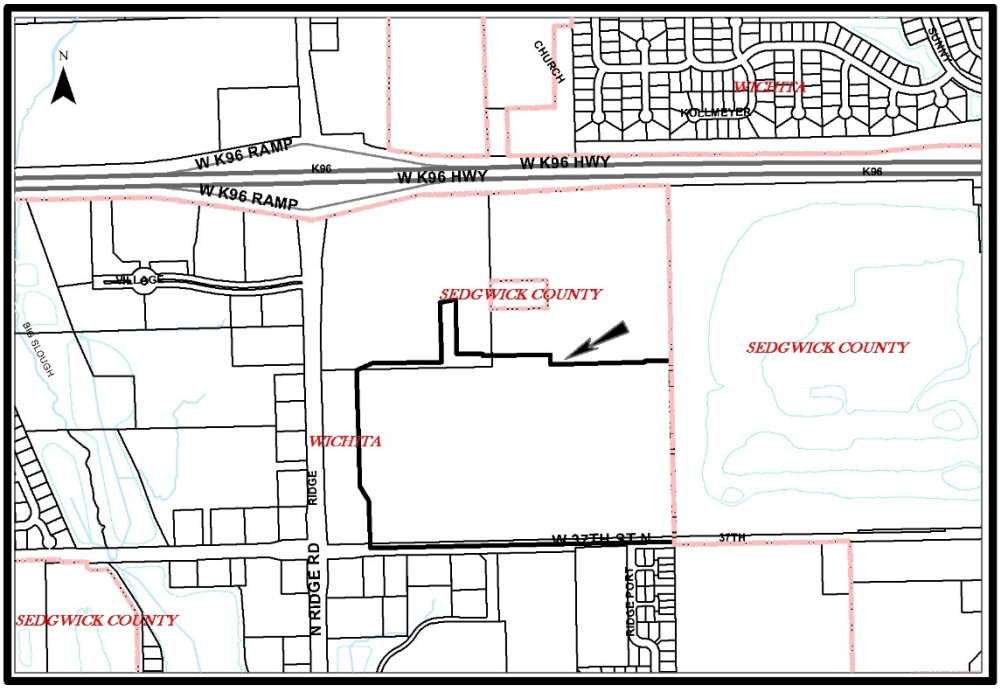
SUBJECT: SUB2015-00022 -- Plat of Estancia Addition Located East of Ridge Road, on the North Side of 37th Street North (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0-1)



Background: The site consists of 173 lots on 72.63 acres and was recently annexed. A zone change (ZON2015-00029) was approved from Limited Commercial (LC) to Single-Family Residential (SF-5) for a portion of the site.

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water, paving and drainage improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted and also to restrict the use of a 15-foot street, drainage and utility easement adjoining a narrow street right-of-way. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenant, Notice of Community Unit Plan and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachment(s): Certificate of Petitions
Restrictive Covenant
Notice of Community Unit Plan
Ordinance
Resolutions

(OCA150004)

Published in The Wichita Eagle on September 25, 2015

ORDINANCE NO. 50-083

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. ZON2015-00029

Zone change request from Limited Commercial (LC) to Single-Family Residential (SF-5) on property described as:

All of Lots 15 and 16, and that portions of Lots 14, 17, 39, and 40, Block 3, and Reserves C and F, all lying within the west 132 feet of the north 540 feet of the south 600 feet of Estancia Addition, an Addition to Wichita, Sedgwick County, Kansas.

The south 540 feet of Reserve P, Estancia Addition, an Addition to Wichita, Sedgwick County, Kansas.

Generally located on the North side of 37th Street North, East of Ridge Road.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 22nd day of September, 2015.

ATTEST:

_____ _____

Karen Sublett, City Clerk Jeff Longwell, Mayor

(SEAL)

APPROVED AS TO FORM:

_____

Jennifer Magaña, City Attorney and Director of Law

COPY

CERTIFICATE

Sedgwick County) SS
State of Kansas)

I, Marvin L. Schellenberg, Member, Schellenberg Properties, LLC, Member, Tier 1, LLC, owner and plattor of Estancia Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Paving Petitions (3)
2. Sanitary Sewer Lateral Petitions (3)
3. Water Distribution Petitions (3)
4. Stormwater Sewer Petitions (3)
5. Grading Petitions (2)

As a result of the above mentioned petitions for improvements, lots within Estancia Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 21st day of August, 2015.

TIER 1, LLC
By: Schellenberg Properties, LLC, Member

By: _____
Marvin L. Schellenberg, Member

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 21st day of August, 2015, before me a Notary Public in and for said State and County, came Marvin L. Schellenberg, Member, Schellenberg Properties, LLC, Member, Tier 1, LLC, 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.

(SEAL) ANN C. YBARRA
Notary Public - State of Kansas
My Appt. Expires 9-15-17

Notary Public: _____

My Appointment Expires: September 15, 2017

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

RESTRICTIVE COVENANT

This covenant, executed this 21st day of August, 2015.

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 Estancia 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 ownership and maintenance of reserves, the establishment of an owners association, and providing for the maintenance of drainage reserves being platted, and regarding restriction to lot owner use of "street drainage and utility easements".

NOW, THEREFORE, the undersigned does hereby subject Estancia 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. No retaining wall, fence, earth berm, or mass planting shall be placed or permitted within the fifteen (15) foot street, drainage and utility easements adjacent to the public streets being platted, nor shall any other planting be permitted therein which would materially interfere with the flow of storm water run-off through said easement. Any change of grade is prohibited.
6. 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.
7. 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 21st day of August, 2015.

TIER 1, LLC
By: Schellenberg Properties, LLC, Member

By: _____
Marvin L. Schellenberg, Member

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 21st day of August, 2015, before me a Notary Public in and for said State and County, came Marvin L. Schellenberg, Member, Schellenberg Properties, LLC, Member, Tier 1, LLC, 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.

(SEAL) ANN C. YBARRA
Notary Public - State of Kansas
My Appt. Expires 9-15-17

Notary Public: _____

My Appointment Expires: September 15, 2017

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 21st day of August, 2015, by TIER 1, LLC, hereinafter called "Declarant". WITNESSETH

WHEREAS, declarant is the owner of all or a portion of the following described property:

Estancia 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-337) 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 Estancia Addition to Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above

TIER 1, LLC
By: Schellenberg Properties, LLC, Member

By: _____
Marvin L. Schellenberg, Member

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 21st day of August, 2015, before me a Notary Public in and for said State and County, came Marvin L. Schellenberg, Member, Schellenberg Properties, LLC, Member, Tier 1, LLC, 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.

(SEAL) ANN C. YBARRA
Notary Public - State of Kansas
My Appt. Expires 9-15-17

Notary Public: _____

My Appointment Expires: September 15, 2017

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-288

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 547, SOUTHWEST INTERCEPTOR SEWER PHASE 1 – ESTANCIA ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (468-85075).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of lateral sanitary sewer (Lateral 547, Southwest Interceptor Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Four Hundred Sixty-Nine Thousand Dollars ($469,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION
Lots 1through 19, Block 1
Lots 1 through 13, Block 2
Lots 1 through 28, Block 3

(d) The method of assessment is: **equally per lot (60 lots)**.

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

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

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

(g) The undersigned acknowledge that property within **Estancia Addition** is subject to benefit fees to be imposed as a result of previously constructed **sewer main** improvements that benefit the property within **Estancia Addition**. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$53,326.00** assessed equally among all property within **Estancia Addition equally per lot (60 lots)**.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-289

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 548, SOUTHWEST INTERCEPTOR SEWER PHASE 2 – ESTANCIA ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (468-85076).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of lateral sanitary sewer (Lateral 548, Southwest Interceptor Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Four Hundred Twenty Thousand Dollars ($420,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION
Lots 20through 25, Block 1
Lots 14 through 37, Block 2

Lots 29 through 64, Block 3

(d) The method of assessment is: **equally per lot (66 lots)**.

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

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

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

(g) The undersigned acknowledge that property within **Estancia Addition** is subject to benefit fees to be imposed as a result of previously constructed **sewer main** improvements that benefit the property within the **Estancia Addition**. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$58,658.00** assessed equally among all property within **Estancia Addition equally per lot (66 lots)**.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-290

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 549, SOUTHWEST INTERCEPTOR SEWER PHASE 3 – ESTANCIA ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (468-85077).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of lateral sanitary sewer (Lateral 549, Southwest Interceptor Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Three Hundred Eighty-Seven Thousand Dollars ($387,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION

Lots 26through 34, Block 1
Lots 38 through 48, Block 2
Lots 65 through 74, Block 3
Lots 1 through 17, Block 4

(d) The method of assessment is: **equally per lot (47 lots)**.

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

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

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

(g) The undersigned acknowledge that property within **Estancia Addition** is subject to benefit fees to be imposed as a result of previously constructed **sewer main** improvements that benefit the property within the **Estancia Addition**. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$41,772.00** assessed equally among all property within **Estancia Addition equally per lot (47 lots)**.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-291

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS PHASE 1– ESTANCIA ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (472-85243).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Paving on Estancia from the North edge of 37th Street North to the Southeast corner of Lot 29, Block 3; Paving on Estancia Court from the West edge of Estancia to a point approximately 1000 feet West serving Lots 1 through 28, Block 3; Paving on Mirabella Lane from the East edge of Estancia to the West edge of Poppy Lane; Paving on Poppy Circle from the South edge of Poppy Lane to the Southwest corner of Lot 12, Block 2; Paving on Poppy Lane from the East edge of Mirabella Lane to the Southeast corner of Lot 14, Block 2.

Construction of sidewalk along the East side of Estancia from the North edge of 37th Street North to the Southeast corner of Lot 29, Block 2; Sidewalk along the North side of Mirabella Lane from the East edge of Estancia to the West Edge of Poppy Lane; Sidewalk along the West side of Poppy Lane from the West edge of Mirabella to the Southeast corner of Lot 14, Block 2; Sidewalk along the South and West sides of Lot 16, Block 3 to the South west corner of Lot 40, Block 3 (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Six Hundred Sixty-Five Thousand Dollars ($665,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION
Lots 1 through 19, Block 1
Lots 1 through 13, Block 2
Lots 1 through 28, Block 3

(d) The method of assessment is: **equally per lot (60 lots)**.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-292

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS PHASE 2– ESTANCIA ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (472-85244).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Paving on Estancia from the Southeast corner of Lot 29, Block 3 to a point approximately 470 feet North; Paving on Estancia Court from the West edge of Estancia to a point approximately 930 feet West serving Lots 29 through 52, Block 3; Paving on Poppy Lane from the Southeast corner of Lot 14, Block 2 to the Southwest corner of Lot 28, Block 1; Paving on Poppy Court from the West edge of Poppy Lane to a point approximately 640 feet West serving Lots 14 through 37, Block 2.

Construction of sidewalk along the East side of Estancia from the Northeast corner of Lot 29, Block 3 to the South west corner of Lot 48, Block 2; Sidewalk along the West side of Poppy Lane from the Southeast corner of Lot 14, Block 2 to the Southeast corner of Lot 38, Block 2; Sidewalk along the West side of Lots 40 through 41, Block 3 from the Southwest corner of Lot 40, Block 3 to the Northeast corner of Lot 41, Block 3; Sidewalk along the South side of Lot 41, Block 3 to the Southeast corner of Lot 41, Block 3 to the Southwest corner of Lot 41, Block 3 (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Five Hundred Eighty Thousand Dollars ($580,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION
Lots 20 through 25, Block 1
Lots 14 through 37, Block 2
Lots 29 through 52, Block 3

(d) The method of assessment is: **equally per lot (54 lots)**.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-293

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS PHASE 3– ESTANCIA ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (472-85245).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Paving on Estancia from the Northeast corner of Lot 75, Block 2 to a point approximately 710 feet South; Paving on Estancia Court from the West edge of Estancia to a point approximately 770 feet West serving Lots 53 through 73, Block 3; Paving on Poppy Lane Southwest corner of Lot 26, Block 1 to the Northwest corner of Lot 34, Block 1; Paving on Meritage Lane from the East edge of Estancia to the West edge of Poppy Lane.

Construction of sidewalk along the East side of Estancia from the Southwest corner of Lot 48, Block 2 to the Northwest corner of Lot 17, Block 4; Sidewalk along the South side of Meritage Lane from the East edge of Estancia to the west edge of Poppy Lane; Sidewalk along the West side of Poppy Lane from the West Edge of Meritage Lane to the Southeast corner of Lot 38, Block 2; Sidewalk along the West and North sides of Lot 64, Block 3 from the Southwest corner of Lot 64, Block 3 to the Northeast corner of Lot 64, Block 3 (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Five Hundred Fifty-Eight Thousand Dollars ($558,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION
Lots 26 through 34, Block 1
Lots 38 through 48, Block 2
Lots 53 through 74, Block 3
Lots 1 through 17, Block 4

(d) The method of assessment is: **equally per lot (59 lots)**.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-294

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 405 PHASE 1– ESTANCIA ADDITION AND ESTANCIA COMMERCIAL ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (468-85070).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of grading improvements (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Million Ten Thousand Dollars ($1,010,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION
Lots 1 through 19, Block 1
Lots 1 through 13, Block 2
Lots 1 through 28, Block 3

ESTANCIA COMMERCIAL ADDITION

Lots 1 through 7, Block 1
Lots 1 through 3, Block 2
Lot 1, Block 3
Lot 1, Block 4

(d) The method of assessment is: **on a fractional basis as described below**.

Lots 1 through 19, Block 1; and Lots 1 through 13, Block 2, Estancia Addition; shall each pay 44/10000 of the total cost payable by the improvement district. Lots 1 through 28, Block 3, Estancia Addition; shall each pay 61/10000 of the total cost payable by the improvement district. Lot 1, Block 1, Estancia Commercial shall pay 532/10000 of the total cost payable by the improvement district. Lots 2 through 6, Block 1, Estancia Commercial shall each pay 160/10000 of the total cost payable by the improvement district. Lot 7, Block 1, Estancia Commercial shall pay 256/10000 of the total cost payable by the improvement district. Lot 1, Block 2, Estancia Commercial shall pay 242/10000 of the total cost payable by the improvement district. Lot 2, Block 2, Estancia Commercial shall pay 230/10000 of the total cost payable by the improvement district. Lot 3, Block 2, Estancia Commercial shall pay 488/10000 of the total cost payable by the improvement district. Lot 1, Block 3, Estancia Commercial shall pay 913/10000 of the total cost payable by the improvement district. Lot 1, Block 4, Estancia Commercial shall pay 3423/10000 of the total cost payable by the improvement district.

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

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-295

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 406 PHASE 2– ESTANCIA ADDITION AND ESTANCIA COMMERCIAL ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (468-85071).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of grading improvements (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Six Hundred Ninety Thousand Dollars ($690,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION
Lots 20 through34, Block 1
Lots 14 through 48, Block 2
Lots 29 through 74, Block 3
Lots 1 through 17, Block 4

ESTANCIA COMMERCIAL ADDITION

Lots 1 through 7, Block 1
Lots 1 through 3, Block 2
Lot 1, Block 3
Lot 1, Block 4

(d) The method of assessment is: **on a fractional basis as described below**.

Lots 20 through 25, Block 1; and Lots 14 through 37, Block 2, Estancia Addition shall each pay 52/10000 of the total cost payable by the improvement district. Lots 26 through 34, Block 1; Lots 38 through 48, Block 2; and Lots 1 through 13, Block 4, Estancia Addition shall each pay 58/10000 of the total cost payable by the improvement district. Lots 29 through 52, Block 3, Estancia Addition shall each pay 89/10000 of the total cost payable by the improvement district. Lots 53 through 64, Block 3, Estancia Addition shall each pay 122/10000 of the total cost payable by the improvement district. Lots 65 through 74, Block 3; and Lots 14 through 17, Block 4, Estancia Addition shall each pay 95/10000 of the total cost payable by the improvement district. Lot 1, Block 1, Estancia Commercial shall pay 123/10000 of the total cost payable by the improvement district. Lots 2 through 6, Block 1, Estancia Commercial shall each pay 37/10000 of the total cost payable by the improvement district. Lot 7, Block 1, Estancia Commercial shall pay 59/10000 of the total cost payable by the improvement district. Lot 1, Block 2, Estancia Commercial shall pay 56/10000 of the total cost payable by the improvement district. Lot 2, Block 2, Estancia Commercial shall pay 53/10000 of the total cost payable by the improvement district. Lot 3, Block 2, Estancia Commercial shall pay 113/10000 of the total cost payable by the improvement district. Lot 1, Block 3, Estancia Commercial shall pay 212/10000 of the total cost payable by the improvement district. Lot 1, Block 4, Estancia Commercial shall pay 795/10000 of the total cost payable by the improvement district.

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

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-296

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER SEWER NO. 699 PHASE 1– ESTANCIA ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (468-85072).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of a storm water sewer (Storm Water Sewer No. 699), including necessary appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Three Hundred Ninety-Eight Thousand Dollars ($398,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION
Lots 1 through 19, Block 1
Lots 1 through 13, Block 2
Lots 1 through 28, Block 3

ESTANCIA COMMERCIAL ADDITION

Lots 1 through 7, Block 1
Lots 1 through 3, Block 2
Lot 1, Block 3
Lot 1, Block 4

(d) The method of assessment is: **on a fractional basis as described below**.

Lots 1 through 19, Block 1; and Lots 1 through 13, Block 2, Estancia Addition; shall each pay 44/10000 of the total cost payable by the improvement district. Lots 1 through 28, Block 3, Estancia Addition; shall each pay 61/10000 of the total cost payable by the improvement district. Lot 1, Block 1, Estancia Commercial shall pay 532/10000 of the total cost payable by the improvement district. Lots 2 through 6, Block 1, Estancia Commercial shall each pay 160/10000 of the total cost payable by the improvement district. Lot 7, Block 1, Estancia Commercial shall pay 256/10000 of the total cost payable by the improvement district. Lot 1, Block 2, Estancia Commercial shall pay 242/10000 of the total cost payable by the improvement district. Lot 2, Block 2, Estancia Commercial shall pay 230/10000 of the total cost payable by the improvement district. Lot 3, Block 2, Estancia Commercial shall pay 488/10000 of the total cost payable by the improvement district. Lot 1, Block 3, Estancia Commercial shall pay 913/10000 of the total cost payable by the improvement district. Lot 1, Block 4, Estancia Commercial shall pay 3423/10000 of the total cost payable by the improvement district.

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

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-297

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER SEWER NO. 700 PHASE 2– ESTANCIA ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (468-85073).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of a storm water sewer (Storm Water Sewer No. 700), including necessary appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Seventy-One Thousand Dollars ($271,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION
Lots 20 through 25, Block 1
Lots 14 through 37, Block 2
Lots 29 through 52, Block 3

(d) The method of assessment is: **equally per lot (54 lots)**.

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

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-298

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER SEWER NO. 701 PHASE 3– ESTANCIA ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (468-85074).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of a storm water sewer (Storm Water Sewer No. 701), including necessary appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Fifty-Three Thousand Dollars ($253,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION
Lots 26 through 34, Block 1
Lots 38 through 48, Block 2
Lots 53 through 74, Block 3
Lots 1 through 17, Block 4

(d) The method of assessment is: **equally per lot (59 lots)**.

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

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-299

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM PHASE 1– ESTANCIA ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (448-90693).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Seventy-Eight Thousand Dollars ($178,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION
Lots 1 through 19, Block 1
Lots 1 through 13, Block 2

Lots 1 through 28, Block 3

(d) The method of assessment is: **equally per lot (60 lots)**.

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

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

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

(g) The undersigned acknowledge that property within **Estancia Addition** is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within **Estancia Addition**. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$26,663.00** assessed equally among all property within **Estancia Addition equally per lot (60 lots)**.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM PHASE 2– ESTANCIA ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (448-90694).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Thirty-One Thousand Dollars ($131,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION

Lots 20 through 25, Block 1
Lots 14 through 37, Block 2
Lots 29 through 52, Block 3

(d) The method of assessment is: **equally per lot (54 lots)**.

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

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

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

(g) The undersigned acknowledge that property within **Estancia Addition** is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within **Estancia Addition**. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$23,997.00** assessed equally among all property within **Estancia Addition equally per lot (54 lots)**.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM PHASE 3– ESTANCIA ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (448-90695).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Twenty-Six Thousand Dollars ($126,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA ADDITION
Lots 26 through 34, Block 1
Lots 38 through 48, Block 2
Lots 53 through 74, Block 3
Lots 1 through 17, Block 4

(d) The method of assessment is: **equally per lot (59 lots)**.

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

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

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

(g) The undersigned acknowledge that property within **Estancia Addition** is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within **Estancia Addition**. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$26,218.00** assessed equally among all property within **Estancia Addition equally per lot (59 lots)**.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Jennifer Magaña, City Attorney and Director of Law

Agenda Report No. II-22

City of Wichita
City Council Meeting
September 15, 2015

TO: Mayor and City Council

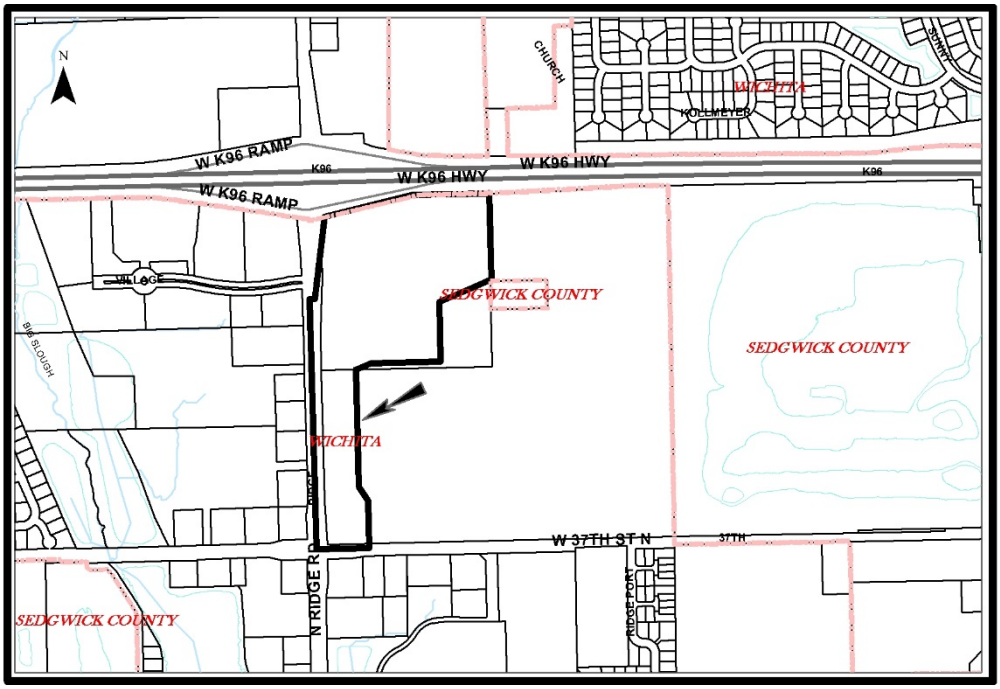
SUBJECT: SUB2015-00026 -- Plat of Estancia Commercial Addition Located on the East Side of Ridge Road, Between K-96 Highway and 37th Street North (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0-1)



Background: The site consists of 13 lots on 41.62 acres and was recently annexed. A zone change (ZON2015-00029) was approved from Single-Family Residential (SF-5) and Limited Commercial (LC) to Limited Commercial (LC) and General Commercial (GC).

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water, paving and drainage improvements. 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 Cross-Lot Circulation Agreement to assure internal vehicular movement between the lots. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Restrictive Covenant, Cross-Lot Circulation Agreement, Notice of Community Unit Plan and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachment(s): Certificate of Petitions
Restrictive Covenant
Cross-Lot Circulation Agreement
Notice of Community Unit Plan
Ordinance
Resolutions

(OCA150004)

Published in The Wichita Eagle on September 25, 2015

ORDINANCE NO. 50-084

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. ZON2015-00029

Zone change request from Single-Family Residential (SF-5) to Limited Commercial (LC) on property described as:

Lots 1-7, Block 1, Lots 1-3, Block 2, Lot 1, Block 3, and Reserve A, Estancia Commercial Addition, Wichita, Sedgwick County, Kansas.

Zone change request from Single-Family Residential (SF-5) to General Commercial (GC) on property described as:

Lots 1 and 2, Block 4, Estancia Commercial Addition, Wichita, Sedgwick County, Kansas.

Generally located on the Southeast Corner of K-96 Highway and Ridge Road.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 22nd day of September , 2015.

ATTEST:

_____ _____

Karen Sublett, City Clerk Jeff Longwell, Mayor

(SEAL)

APPROVED AS TO FORM:

_____

Jennifer Magaña, City Attorney and Director of Law

COPY

CERTIFICATE

Sedgwick County) SS
State of Kansas)

I, Marvin L. Schellenberg, Member, Schellenberg Properties, LLC, Member, Tier 1, LLC, owner and plattor of Estancia Commercial Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Paving Petitions (2)
2. Sanitary Sewer Lateral Petitions (1)
3. Water Distribution Petitions (1)
4. Stormwater Sewer Petitions (1)

As a result of the above mentioned petitions for improvements, lots within Estancia Commercial Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 21st day of August, 2015.

TIER 1, LLC
By: Schellenberg Properties, LLC, Member

By: _____
Marvin L. Schellenberg, Member

By: Birds Eye Holdings, LLC, Member

By: _____
Seth Albin, CFO and Member

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 21st day of August, 2015, before me a Notary Public in and for said State and County, came Marvin L. Schellenberg, Member, Schellenberg Properties, LLC, Member, Tier 1, LLC, 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.

(SEAL) ANN C. YBARRA
Notary Public - State of Kansas
My Appt. Expires 9-15-17

Notary Public: _____

My Appointment Expires: September 15, 2017

Be it remembered that on this 21st day of August, 2015, before me a Notary Public in and for said State and County, came Seth Albin, CFO and Member, Birds Eye Holdings, LLC, Member, Tier 1, LLC, 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.

(SEAL) ANN C. YBARRA
Notary Public - State of Kansas
My Appt. Expires 9-15-17

Notary Public: Ann C. Ybarra

My Appointment Expires: September 15, 2017

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law

RESTRICTIVE COVENANT

This covenant, executed this 21st day of August, 2015.

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 Estancia Commercial 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 ownership and maintenance of reserves, the establishment of an owners association, and providing for the maintenance of drainage reserves being platted, prohibiting on-street parking and regarding restriction to lot owner use of "street drainage and utility easements".

NOW, THEREFORE, the undersigned does hereby subject Estancia Commercial 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. There shall be "No Parking" on both sides of Palmetto St and Summitlawn St.
6. No retaining wall, fence, earth berm, or mass planting shall be placed or permitted within the fifteen (15) foot street, drainage and utility easements adjacent to the public streets being platted, nor shall any other planting be permitted therein which would materially interfere with the flow of storm water run-off through said easement. Any change of grade is prohibited.
7. 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.
8. 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 21st day of August, 2015.

TIER 1, LLC
By: Schellenberg Properties, LLC, Member

By: _____
Marvin L. Schellenberg, Member

By: Birds Eye Holdings, LLC, Member

By: _____
Seth Albin, CFO and Member

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 21st day of August, 2015, before me a Notary Public in and for said State and County, came Marvin L. Schellenberg, Member, Schellenberg Properties, LLC, Member, Tier 1, LLC, 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.

(SEAL) ANN C. YBARRA
Notary Public - State of Kansas
My Appt. Expires 9.15.17

Notary Public: _____

My Appointment Expires: September 15, 2017

Be it remembered that on this 21st day of August, 2015, before me a Notary Public in and for said State and County, came Seth Albin, CFO and Member, Birds Eye Holdings, LLC, Member, Tier 1, LLC, 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.

(SEAL) ANN C. YBARRA
Notary Public - State of Kansas
My Appt. Expires 9.15.17

Notary Public: _____

My Appointment Expires: September 15, 2017

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

CROSS-LOT CIRCULATION AGREEMENT

THIS DECLARATION, made this 21st day of August, 2015, by Tier 1, LLC Wichita, Kansas;

W I T N E S S E T H: That,

WHEREAS, Declarants are the owners of all lots in Estancia Commercial 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 lots in Estancia Commercial Addition; and

WHEREAS, Declarants are the owners of the property to be burdened by said agreement and desires hereby to establish the same.

NOW, THEREFORE, Declarants hereby declare and establish the cross-lot circulation agreement, as follows:

1. Declarants grant 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 on all lots developed for retail, commercial and office uses. 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 Declarants and their successors and assigns.

IN WITNESS WHEREOF, this Declaration has been executed the date first above written.

TIER 1, LLC
By: Schellenberg Properties, LLC, Member

By: _____
Marvin L. Schellenberg, Member

By: Birds Eye Holdings, LLC, Member

By: _____
Seth Albin, CFO and Member

STATE OF KANSAS) ss
SEDGWICK COUNTY)

Be it remembered that on this 21st day of August, 2015, before me a Notary Public in and for said State and County, came Marvin L. Schellenberg, Member, Schellenberg Properties, LLC, Member, Tier 1, LLC, 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.

(SEAL)

Notary Public: _____

My Appointment Expires: September 15, 2017

STATE OF KANSAS) ss
SEDGWICK COUNTY)

Be it remembered that on this 21st day of August, 2015, before me a Notary Public in and for said State and County, came Seth Albin, CFO and Member, Birds Eye Holdings, LLC, Member, Tier 1, LLC, 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.

(SEAL)

ANN C. YBARRA
Notary Public - State of Kansas
My Appt. Expires 9-15-17

Notary Public: _____

My Appointment Expires: September 15, 2017

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 21st day of August, 2015, by TIER 1, LLC, hereinafter called "Declarant". WITNESSETH

WHEREAS, declarant is the owner of all or a portion of the following described property:

Estancia Commercial 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-337) 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 Estancia Commercial Addition to Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above

TIER 1, LLC
By: Schellenberg Properties, LLC, Member

By: _____
Marvin L. Schellenberg, Member

By: Birds Eye Holdings, LLC, Member

By: _____
Seth Albin, CFO and Member

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 21st day of August, 2015, before me a Notary Public in and for said State and County, came Marvin L. Schellenberg, Member, Schellenberg Properties, LLC, Member, Tier 1, LLC, 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.

(SEAL) ANN C. YBARRA
Notary Public - State of Kansas
My Appt. Expires 9-15-17

Notary Public: _____

My Appointment Expires: September 15, 2017

Be it remembered that on this 21st day of August, 2015, before me a Notary Public in and for said State and County, came Seth Albin, CFO and Member, Birds Eye Holdings, LLC, Member, Tier 1, LLC, 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.

(SEAL) ANN C. YBARRA
Notary Public - State of Kansas
My Appt. Expires 9-15-17

Notary Public: Ann C. Ybarra

My Appointment Expires: September 15, 2017

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-302

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 546, SOUTHWEST INTERCEPTOR SEWER – ESTANCIA COMMERCIAL ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE (468-85069).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of a lateral sanitary sewer, (Lateral 546, Southwest Interceptor Sewer) including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Seventy-Four Thousand Dollars ($274,000),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA COMMERCIAL ADDITION

Lots 1 through 7, Block 1
Lots 1 through 3, Block 2
Lot 1, Block 3
Lot 1, Block 4

(d) The method of assessment is **equally per square foot.**

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

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

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

(g) The undersigned acknowledge that property within **Estancia Commercial Addition** is subject to benefit fees to be imposed as a result of previously constructed **sewer main** improvements that benefit the property within **Estancia Commercial Addition**. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$84,637.00** assessed equally among all property within **Estancia Commercial Addition equally per square foot**.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-303

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS PHASE 1 – ESTANCIA COMMERCIAL ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (472-85241).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Paving on Palmetto Street from the east edge of Ridge Road to the South edge of Summitlawn Street; Paving on Village Circle from the East edge of Ridge Road to the Southeast corner of Lot 1, Block 4.

Construction of sidewalk along the North and South sides of Village Circle from the East edge of Ridge Road to the Southeast corner of Lot 1, Block 4; Sidewalk along the North side of Palmetto Street from the East edge of Ridge Road to the South edge of Summitlawn Street (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Four Hundred Thirteen Thousand Dollars ($413,000),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA COMMERCIAL ADDITION
Lots 1 through 7, Block 1
Lots 1 through 3, Block 2
Lot 1, Block 3
Lot 1, Block 4

(d) The method of assessment is **equally per square foot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law
132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-304

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS PHASE 2– ESTANCIA COMMERCIAL ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (472-85242).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Paving on Summitlawn Street from the South edge of Village Circle to the North edge of Palmetto Street.

Construction of sidewalk along the West side of Summitlawn Street from the North edge of Palmetto Street to the South edge of Village Circle (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Four Hundred Thirteen Thousand Dollars ($413,000),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA COMMERCIAL ADDITION

Lot 1, Block 3

(d) The method of assessment is **equally per square foot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 18, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-305

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER SEWER NO. 698 – ESTANCIA COMMERCIAL ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (468-85068).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of a storm water sewer (Storm Water Sewer No. 698), including necessary appurtenances to serve the Improvement District described below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Seventy-Eight Thousand Dollars ($178,000),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA COMMERCIAL ADDITION
Lots 1 through 7, Block 1
Lots 1 through 3, Block 2
Lot 1, Block 3

Lot 1, Block 4

(d) The method of assessment is **equally per square foot.**

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

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 18, 2015)

RESOLUTION NO. 15-306

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – ESTANCIA COMMERCIAL ADDITION/NORTH OF 37TH STREET NORTH, EAST OF RIDGE) (448-90692).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Six Thousand Dollars ($206,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

ESTANCIA COMMERCIAL ADDITION

Lots 1 through 7, Block 1
Lots 1 through 3, Block 2
Lot 1, Block 3
Lot 1, Block 4

(d) The method of assessment is: **equally per square foot**.

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

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

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

(g) The undersigned acknowledge that property within **Estancia Commercial Addition** is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within **Estancia Commercial Addition**. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$42,318.00** assessed equally among all property within **Estancia Commercial Addition equally per square foot**.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 15, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
September 15, 2015

TO: Wichita Housing Authority Board Members

SUBJECT: Board Resolution Approving 2016 Project-Based Budget

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Board (Consent)

Recommendation: Adopt the resolution approving the Public Housing Project-Based budget for 2016 and authorize the necessary signatures.

Background: The U.S. Department of Housing and Urban Development (HUD) has adopted Public Housing Operating Fund Rule 24 CFR 990, which includes two major provisions. It establishes the "Operating Fund Program" which is a formula for determining operating subsidy, and it requires Public Housing Authorities that operate 250 or more dwelling units to use Asset Management as their business model. Under the final rule, the Housing Authority Board is required to adopt a resolution approving the budget in project-based format using HUD Form-52574.

Analysis: Implementation of Asset Management is expected to lead to better management oversight of public housing by providing more information about the operating costs and performance level of each public housing project.

Financial Considerations: This action establishes the estimated 2016 funding for Public Housing in the project-based budget format, which includes four Asset Management Projects (AMPs) and the Central Office Cost Center (COCC). Following are the totals for each project:

AMP 1	Greenway Manor and McLean Manor	$860,185
AMP 2	Rosa Gragg and Bernice Hutcherson	$200,239
AMP 3	Scattered Sites	$1,174,240
AMP 4	Scattered Sites	$1,004,384
COCC		$1,890,870

There is no impact to the General Fund as a result of this action.

Legal Considerations: The required forms have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended the Wichita Housing Authority Board adopt the resolution approving the Public Housing Project-Based budget for 2016 and authorize the necessary signatures.

Attachments:
HUD Form-52574 – PHA Board Resolution

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 04/30/2016)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: PHA Code:

PHA Fiscal Year Beginning: Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

☐ Operating Budget (for COCC and all Projects) approved by Board resolution on:

☐ Operating Budget submitted to HUD, if applicable, on:

☐ Operating Budget revision approved by Board resolution on:

☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name:	Signature:	Date:

City of Wichita
City Council Meeting
September 15, 2015

TO: Wichita Airport Authority

SUBJECT: Airfield Snow Equipment Storage Facility
Change Order No. 1
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On March 24, 2015, the Wichita Airport Authority (WAA) approved the contract and capital budget for design-build services for development of a new Airfield Snow Equipment Storage Facility. The purpose of this facility is to store equipment used for airfield snow and ice control on Eisenhower Airport. The contract with Smith Construction Company, Inc. contained a stipulated lump sum amount of $928,363 for the building, supporting infrastructure, and minimal exterior paving. The Request For Proposals (RFP) also required, and the construction contract contained, unit cost pricing for additional paving should the owner need to add more pavement to the project. The capital budget that was approved anticipated the addition of exterior paving adjacent to the structure due to the competitive and favorable unit bid prices received from the contractor.

Analysis: Operational needs warrant the addition of 20,000 square feet of concrete paving. This will provide an improved surface for safer equipment maneuverability on the access drives around and immediately adjacent to the Airfield Snow Equipment Storage Facility. This quantity addition and change order corresponds to the estimated value of $150,000 that was included in the March 24, 2015 capital budget approval.

The Wichita Airport Advisory Board Change Order Review Committee has recommended approval of this change order.

Financial Considerations: The change order increases the contract by $149,133, an increase of 16 percent. Funding for this change order remains within the project budget previously approved by the WAA.

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

Recommendations/Actions: It is recommended that the WAA approve the change order and authorize necessary signatures.

Attachment: Change Order No. 1

CHANGE ORDER #1

Date: September 15, 2015 No. 1

OWNER's Project No. FP540001 FAA Project No. N/A

Project: Airfield Snow Equipment Storage Facility

Contractor: Smith Construction Company, Inc. Contract Date: March 24, 2015

Nature of changes:

Furnish and place additional 20,000 square feet (2222.22 sy) of 6" exterior concrete paving adjacent to the Airfield Snow Equipment Storage Facility. The 6" furnished and placed concrete is in accordance with unit price contained under Section 4.2.2.2 Unit Prices Description 2 of the Contract for Design-Build Services. Additional civil engineering and site work are required. An additional 519 linear feet of fencing is required.

Concrete 2222.22sy @ $48.60sy	$108,000.00
Site work 20,000sf @ 1.80sf	$ 36,000.00
Civil engineering	$ 1,500.00
Construction fence 519lf @ 7.00lf	$ 3,633.00
Total	$149,133.00

The following Change Order is a modification to the Project Plans and Specifications. The Change Order was prepared at the request of the Owner and was necessary for the following:

ITEM NO. 1: Additional 20,000 (2222.22 sy) of 6" concrete

ITEM	QUANTITY	UNIT	UNIT COST	COST EXTENSION
6" concrete	2222.22	sq yd	$48.60	$108,000.00
TOTAL COST ITEM NO. 1				**$108,000.00**

ITEM NO. 2: Additional 20,000sf of site work

ITEM	QUANTITY	UNIT	UNIT COST	COST EXTENSION
Site work	20,000	sq ft	$ 1.80	$ 36,000.00
TOTAL COST ITEM NO. 2				**$ 36,000.00**

ITEM NO. 3: Civil engineering

ITEM	QUANTITY	UNIT	UNIT COST	COST EXTENSION
Civil engineering	1		$ 1,500.00	$ 1,500.00
TOTAL COST ITEM NO. 3				**$ 1,500.00**

ITEM NO. 4: Construction fence

ITEM	QUANTITY	UNIT	UNIT COST	COST EXTENSION
Construction fence	519	LF	$ 7.00	$ 3,633.00
TOTAL COST ITEM NO. 4				**$ 3,633.00**

TOTAL COST FOR CHANGE ORDER NO. 1 **$149,133.00**

These changes result in the following adjustment of Contract price and Contract time:

Total "Stipulated Sum" (Lump Sum) Price Prior to this Change Order	$ 928,363.00
Total Net increase resulting from this Change Order	$ 149,133.00
Total Contract Price including this Change Order	$ 1,077,496.00

Total Contract time prior to this Change Order from NTP #2 (July 1, 2015)	133	Calendar Days
Net increase (decrease) resulting from this Change Order	0	Calendar Days
Total Contract time including this Change Order	133	Calendar Days

CHANGE ORDER #1

Accepted:

Date: _____ _____
Contractor

Approved:

Date: _____ _____
Director of Airports

Approved As To Form:

Dated: _____ _____
Law Department

Approved:

Dated: _____ _____
President, Wichita Airport Authority

City of Wichita
City Council Meeting
September 15, 2015

TO: Wichita Airport Authority

SUBJECT: Maintenance Yard Buildings No. 1 and No. 2 Refurbishment
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the project budget.

Background: Buildings No. 1 and No. 2 located at the south maintenance yard on Eisenhower National Airport were constructed in 1971 and 1976, respectively. The buildings are of metal construction and each measure approximately 100 feet by 80 feet. These facilities are used to store vehicles, tools, equipment and materials required to maintain the aprons, taxiways, runways, streets, and grounds.

Analysis: The needed refurbishment of Building No. 1 and No. 2 includes the installation of new wall panels and insulation, replacement of doors, and the replacement of the building ventilation systems. Building No. 2 also requires the replacement of the roof panels and the installation of a radiant tube heater system. These 40 year old buildings have not previously undergone refurbishment or rehabilitation.

Financial Considerations: The project budget requested is $200,000. This project will be funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue. Maintenance yard improvements are identified for $1,000,000 in the Adopted 2015-2024 Capital Improvement Program of which $800,000 has been initiated or redirected to other projects by previous Wichita Airport Authority action.

Legal Considerations: After budget authority is granted, the ensuing contract will be separately reviewed and approved, as to form, by the Law Department. That contract will be presented as a separate, future agenda item.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project budget.

Attachments: None

Wichita, Kansas
September 14, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated August 31, 2015, were read and on motion approved.

Bids were opened July 10, 2015 and August 21, 2015, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/OPERATIONS DIVISION: Refurbish Buildings 1 and 2.

Smith Construction Co., Inc. -	$108,879.00	Base Bid
	$6,752.00	Add Alternate 1
	$11,938.00	Add Alternate 2
	$9,683.00	Add Alternate 3
	$5,064.00	Add Alternate 4
	$32,484.00	Add Alternate 5
	$13,175.00	Add Alternate 6

WICHITA AIRPORT AUTHORITY/AIRFIELD MAINTENANCE: Airfield Regenerative Air Sweeper.

Defer one week

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above.

On motion the Board of Bids recommended that the contracts be awarded/deferred as outlined above.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: September 14, 2015

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS
August 21, 2015

Airport Grounds and Fleet Equipment Storage Buildings No. 1 and No. 2 Refurbishment – Wichita Airport Authority/Operations Division

Smith Construction Company, Inc.	**Base Bid**	**$108,879.00**
	Alternate 1 (Add)	**$6,752.00**
	Alternate 2 (Add)	**$11,938.00**
	Alternate 3 (Add)	**$9,683.00**
	Alternate 4 (Add)	**$5,064.00**
	Alternate 5 (Add)	**$32,484.00**
	Alternate 6 (Add)	**$13,175.00**

High Speed Airfield Regenerative Air Sweeper – Wichita Airport Authority/Airfield Maintenance Division
(Defer to September 21, 2015)

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

Melinda A Walker
Melinda A. Walker
Purchasing Manager

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540157 **Refurbish Buildings 1 and 2** **Close Date/Time:** 8/21/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Airport Operations

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
SMITH CONSTRUCTION CO., INC.	Complete	$187,975.00	Award 9-15-15 Base Bid with Alt 1-6 Wichita Airport Authority/Operations Division
MERRY TECHNOLOGY INC	Complete	$1,536,000.00	

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POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540157 **Refurbish Buildings 1 and 2** **Close Date/Time:** 8/21/2015 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: Airport Operations **Responses:** 2

Go to: 001

Line 001 | Base Bid: Labor, Material and Equipment for Airport Grounds and Fleet Equipment Storage Buildings No. 1 and No. 2 Refurbishment at 7710 Southwest Blvd., Wichita Dwight D. Eisenhower Airport as per Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SMITH CONSTRUCTION CO., INC.	1	Lump Sum	$108,879.0000	$108,879.00	Complete	
MERRY TECHNOLOGY INC	1	Lump Sum	$1,270,000.0000	$1,270,000.00	Complete	

Line 002 | Add Alternate No. 1: Remove Four (4) Exisiting 3'-0" x 7'-0" Man Doors (Self-Framing) at Building No. 1 and Install New Frames and Doors as per Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SMITH CONSTRUCTION CO., INC.	1	Lump Sum	$6,752.0000	$6,752.00	Complete	
MERRY TECHNOLOGY INC	1	Lump Sum	$47,500.0000	$47,500.00	Complete	

Line 003 | Add Alternate No. 2: Remove Existing Sidewall Exhaust Fan at Building No. 1. Install Building Ventilation as per Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SMITH CONSTRUCTION CO., INC.	1	Lump Sum	$11,938.0000	$11,938.00	Complete	
MERRY TECHNOLOGY INC	1	Lump Sum	$38,000.0000	$38,000.00	Complete	

Line 004 | Add Alternate No. 3: Install Mechanically-Seamed Standing -Seam Roof Panels in Lieu of Screwdown Panels at Building No. 2 as per Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SMITH CONSTRUCTION CO., INC.	1	Lump Sum	$9,683.0000	$9,683.00	Complete	
MERRY TECHNOLOGY INC	1	Lump Sum	$35,500.0000	$35,500.00	Complete	

Line 005 | Add Alternate No. 4: Remove Three (3) Existing 3'-0" x 7'-0" Man Doors (Self-Framing) at Building No. 2. Install New Frames and Doors as per Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

SMITH CONSTRUCTION CO., INC.	1	Lump Sum	$5,064.0000	$5,064.00	Complete
MERRY TECHNOLOGY INC	1	Lump Sum	$45,000.0000	$45,000.00	Complete

Line 006 | Add Alternate No. 5: Install New Radiant Tube Heaters at Building No. 2 as per Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SMITH CONSTRUCTION CO., INC.	1	Lump Sum	$32,484.0000	$32,484.00	Complete	
MERRY TECHNOLOGY INC	1	Lump Sum	$65,000.0000	$65,000.00	Complete	

Line 007 | Add Alternate No. 6: Remove Existing Roof Exhaust Fan and Sidewall Exhaust Fan at Building No. 2. Install Building Ventilation as per Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SMITH CONSTRUCTION CO., INC.	1	Lump Sum	$13,175.0000	$13,175.00	Complete	
MERRY TECHNOLOGY INC	1	Lump Sum	$35,000.0000	$35,000.00	Complete	

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540105 **Airfield Regenerative Air Sweeper** **Close Date/Time:** 7/10/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Airport Operations

Return to the Bid List

Responses: 5

Vendors	Complete	Bid Total	City Comments
ELLIOTT EQUIPMENT COMPANY	Complete	$232,645.00	Defer to 09/21/2015 Wichita Airport Authority/Airfield Maintenance
KEY EQUIPMENT & SUPPLY CO	Complete	$237,950.00	
MMP BUSINESS ASSOCIATES INC	Complete	$238,353.00	
VICTOR L PHILLIPS COMPANY	In-Complete	$0.00	
SELLERS EQUIPMENT INC	Partial	$216,211.00	

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