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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. August 2, 2016

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of regular meeting on July 26, 2016

AWARDS AND PROCLAMATIONS

- Proclamation:
Professional Engineers Day

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. Barb Myers - The Friends of the Wichita Pioneers at Highland Cemetery.
2. Warren Carter - Handicapped Parking Tickets.

II. CONSENT AGENDA ITEMS 1 THROUGH 21

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, 1652 N. Volutsia Ave. (District I)
(Deferred May 17, 2016)

RECOMMENDED ACTION: Close the public hearing, declare the building to be a dangerous and unsafe structure, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure.

IV. NEW COUNCIL BUSINESS

1. Kansas Global Trade Services - 2016 Economic Development Services Agreement.

RECOMMENDED ACTION: Approve the proposed 2016 Economic Development Services Agreement for Kansas Global Trade Services with an effective date of January 1, 2016 and authorize the necessary signatures.

2. Project Access Contract.

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

3. Substantial Amendment to the 2016-2017 Third Program Year Action Plan.

RECOMMENDED ACTION: Close the public hearing, confirm the contents of the substantial amendment to the 2016-17 Third Program Year Action Plan, authorize the submission of the substantial amendment to the U.S. Department of Housing and Urban Development, and authorize the necessary funding agreements and signatures.

4. Public Housing Admissions and Continued Occupancy Policy Revisions.

RECOMMENDED ACTION: Approve revisions to the Public Housing Admissions and Continued Occupancy Policy (ACOP).

5. Significant Amendment to the 2016 Annual Plan.

RECOMMENDED ACTION: Approve the Significant Amendment to the 2016 Annual Plan for the Wichita Housing Authority (WHA).

6. Community Event Resolution, Wichita Convoy of Hope. (District III)

RECOMMENDED ACTION: Adopt the Resolution authorizing a use not allowed by the Wichita-Sedgwick County Unified Zoning Code (UZC) at the Wichita Convoy of Hope on August 6, 2016, and approve the permit for the community event.

7. 2017 Annual Operating Budget.

RECOMMENDED ACTION: Receive public comment on the 2017 Proposed Budget.

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.

Andra Martin 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 21)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated August 1, 2016.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renew</u> Hanh Bui	<u>2016</u> Saigon Oriental Restaurant**	<u>(Consumption on Premises)</u> 1103 N. Broadway St.
<u>Renew</u> Gurinderpal Sira Rajesh Patel	<u>2016</u> Flying Eagle 2*** Stop and Shop***	<u>(Consumption off Premises)</u> 6330 East 21st North 1826 W. 13 th St. North

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

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

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

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Stormwater Improvements to Serve Vassar Addition. (District III)
b. Petition for Sanitary Sewer Improvements to Serve NewMarket V Addition. (District V)
c. Paving Improvements to Serve Blue Lake Addition. (District IV)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Consideration of Street Closures/Uses:

- a. Community Events – Owens Bail Bonds Pokemon GO Event. (District VI)
b. Community Events - Race to the Courthouse. (District VI)
c. Community Events - Pedalfest. (District II)

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

6. Agreements/Contracts:

- a. Three-Party Agreement for East Kellogg Improvements. (District I)
- b. Supplemental Agreement No. 2 for Oliver, between 17th and 19th Streets. (District I)

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

7. Change Orders:

- a. Change Order No. 4 for Wichita-Valley Center Local Flood Protection Project, Diversion Structure Repairs. (Districts IV, VI, and County)

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

8. Property Acquisitions:

- a. Acquisition of a Sewer Easement at 513 East Central for the Reconstruction of Sanitary Sewer from 10th Street to Douglas between Emporia and St. Francis. (District VI)
- b. Acquisition of an Easement at 727 N. Waco for the Riverside Siphon Project. (District VI)

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

9. Amending Resolution for Kellogg and Webb Waterline Funding. (District II)

RECOMMENDED ACTION: Adopt the amending resolution and amending notice of intent, and authorize the necessary signatures.

10. Federal Bureau of Investigation (FBI) and Wichita Police Department (WPD), Kansas City Metropolitan Safe Streets Task Force (KCSSTF) Memorandum of Understanding (MOU).

RECOMMENDED ACTION: Approve Kansas City Metropolitan Safe Streets Task Force MOU and Agreement

11. Grant with the Kansas Department of Transportation.

RECOMMENDED ACTION: Approve the KDOT grant and authorize the Mayor to execute the agreement.

12. HOME Program - Boarded-up House Program Funding Allocation, Mennonite Housing Rehabilitation Services, Inc. (District III)

RECOMMENDED ACTION: Approve the HOME Program funding allocation and authorize the necessary signatures.

13. HOME Program - Housing Development Loan Program Allocation, Jakub's Ladder, Inc. (District IV)

RECOMMENDED ACTION: Approve the HOME Program funding allocation and authorize the necessary signatures.

14. Purchase Option, Boeing Company. (District III)

RECOMMENDED ACTION: Adopt the Resolution approving the Lease Termination documents and to convey the property to Boeing IRB Asset Trust and the Boeing Company and authorize the necessary signatures.

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.

15. *SUB2015-00042 -- Plat of Sunstone at 135th Addition Located South of West Kellogg, on the East Side of South 135th Street West. (District IV)

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.

16. *SUB2016-00010 -- Plat of Tallgrass East Commercial 2nd Addition Located on the North Side of East 21st Street North, East of North Webb Road. (District II)

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

17. *VAC2007-00002 - Request to Vacate a Platted Utility Easement on Property Generally Located on the West Side of North Webb Road, Between East 38th and 39th Streets North. (District II)

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

18. *VAC2015-00035 - Request to Vacate a Contingent Dedication of Street Right-of-Way by Separate Instrument on Property Located on the Southwest Corner of the East 47th Street South and the South I-135 Interchange. (District III)

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

19. *VAC2016-00015 - Request to Vacate an Access Easement Dedicated by Separate Instrument on Property Generally Located South of West 29th Street North on the West Side of North Maize Road. (District V)

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

II. CONSENT HOUSING AGENDA ITEMS

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

Andra Martin, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

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

20. *AOPA Insurance Agency, Inc. - Supplemental Agreement No. 1 - 1995 Midfield Road - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

21. *U.S. General Services Administration - Lease Number GS-06P-LKS31036 Amendment 2 - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the lease agreement.

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous and Unsafe Structures
1652 N. Volutsia Ave (District I)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Unfinished Business

Recommendations: Close the public hearing, declare the building to be a dangerous and unsafe structure, and accept the Board of Building Code Standards and Appeals (BBCSA) recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure.

Background: On May 17, 2016, the City Council deferred the public hearing to consider condemnation of the dangerous and unsafe structure at 1621 N. Volutsia Ave until August 2, 2016 to allow the buyers of the property time to make the necessary repairs.

Analysis: On June 3, 2016, MABCD staff inspected the property with the buyers and their building contractor. After gaining access to the interior it became clear that the extent of the structural problems are far worse than was apparent from an exterior inspection. Due to the extensive structural issues, and after consultation with the contractor, the buyers decided not to follow through with the purchase of the property.

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

Legal Considerations: The owner and interested parties have been informed of the date and time of the hearing.

Recommendations/Actions: It is recommended that the City Council close the public hearing, declare the building to be a dangerous and unsafe structure, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure.

Attachments: None

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

SUBJECT: Kansas Global Trade Services - 2016 Economic Development Services Agreement

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the contract.

Background: The City of Wichita has contracted for economic development services from Kansas Global Trade Services (KGTS), formerly Kansas World Trade Center (KWTC), in annual amounts of \$50,000, starting in 1998 and continuing through 2014. KGTS, in partnership with the Greater Wichita Economic Development Coalition, has been a lead organization for the development of a regional export plan and is now requesting additional funding to implement the export plan.

In 2015, the City approved a one-year contract with KGTS to manage the implementation of the Wichita-South Central Kansas Regional Export plan.

Analysis: Kansas Global Trade Services' mission is to promote and facilitate international trade through education, communication, research and assistance. KGTS provides specialized assistance and research to companies wishing to expand their access to the global marketplace, or to enter it for the first time. KGTS also conducts promotional campaigns, language classes, seminars, trade missions and presentations aimed at creating awareness of such opportunities.

KGTS provides a variety of services for the City of Wichita, including assisting with Sister Cities activities and generally assisting with the Blueprint for Economic Growth, Visit Wichita, Greater Wichita Partnership (GWP), Chamber of Commerce and other community organizations with various international trade issues.

Under the proposed contract with the City, the scope of services provided by KGTS shall include management of the Wichita-South Central Kansas Regional Export Plan and all activities related to the implementation of this program. In 2013, the Brookings Institute and JP Morgan Chase (JPMC) selected a 10-county region in south-central Kansas to participate in the Global Cities Initiative, one of 28 communities invited to do so. Through this Initiative, Brookings and JPMC provided assistance in the development of a regional export plan (see the attached Export Plan for more specifics). An assessment of needs was conducted through the completion of almost 300 online surveys as well as interviews with over 20 chief executive officers. Almost 100 individuals from the region participated in a year-long process of developing the Export Plan.

The assessment identified five key issues.

1. Wichita-South Central Kansas is export dependent, but not highly globally-oriented.
2. The Regional economy is vulnerable to the volatility of aviation exports.
3. 90% of the exports in the region are goods, and aviation is dominant.
4. Many current exporting companies are passive in their decision to export and in their selection of export markets.
5. Most exporting companies do not use export assistance because they are not aware it is available.

To address these issues, five objectives were identified with specific strategies and tactics to accomplish these objectives.

1. Catalyze export growth at five additional aviation suppliers per year.
2. Diversify exports by fostering growth of non-aerospace exports by 30% in five years and of service exports by 15% in five years.
3. Coordinate export assistance and promotional efforts to build a recognizable export eco-system in two years.
4. Increase global fluency of the Wichita region by educating regional community leaders and companies in at least two meetings annually.
5. Increase exports of small medium-sized companies by adding five new-to-export non-aerospace companies annually, increasing the number of new markets entered per year and introducing exporting as a growth strategy to 100 companies in five years.

The operating budget to implement the Export Plan is estimated at \$320,000 annually. KGTS anticipates receiving \$80,000 from the State and is requesting the City's participation at \$200,000, the same level as in 2015. The remaining \$40,000 was secured from additional sources. KGTS estimates it has provided \$80,000 of in-kind services to this project to date. KGTS was approved for a one-year contract in May 2015 for \$200,000.

JP Morgan Chase also has a foundation that provides grants to organizations and communities. As a participant in the Global Cities Initiative, JPMC agreed to provide a grant of \$50,000 to the 10-county region if matching funds could be secured. Companies could apply for a \$5,000 grant, which must be matched by the company, to be used for research and consultation for global market expansion, trade show attendance, foreign product certification and other uses. Matching funds were raised and to date \$97,510.50 in grants have been made to 21 companies. Through the first quarter of 2016, as a result of the grants, the receiving companies have reported an increase in sales of \$1.9 million. Five of seven companies that attended the recent Farnborough Air Show utilized the accelerator grant to assist with costs to attend.

KGTS will also continue to provide economic development services to increase international trade activity, for the period starting January 1, 2016 and ending December 31, 2016.

Financial Considerations: Payment for the contractual services will not exceed \$200,000 per year. Funds for this purpose are allocated and will be paid from the Economic Development Fund.

Legal Considerations: The Economic Development Services Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the proposed 2016 Economic Development Services Agreement for Kansas Global Trade Services with an effective date of January 1, 2016 and authorize the necessary signatures.

Attachments: Economic Development Services Agreement
Performance Metrics
Regional Export Plan
Year 1 (2015) results
2015 Export Plan Performance

Performance Metrics:

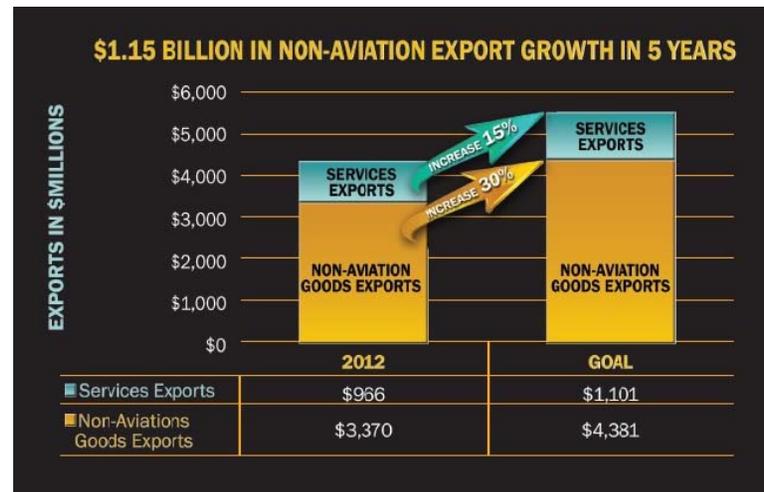
Wichita-South Central Kansas Regional Export Plan

Goal:

Nurture an intentional export economy in the Wichita region that accelerates job growth, diversifies exports and improves global competitiveness and fluency.

Objectives:

1. Catalyze export growth at five aviation suppliers per year.
2. Diversify exports by fostering growth of non-aerospace exports by 30 percent in five years and of services exports by 15 percent in five years.
3. Coordinate export assistance and promotional efforts to build a recognizable export eco-system in two years.
4. Increase global fluency of the Wichita region by educating regional community leaders and companies in at least two meetings annually.
5. Increase exports of small-medium sized companies by adding five new-to-export non-aerospace companies annually, increasing the number of new markets entered per year, and introducing exporting as a growth strategy to 100 companies in five years.



NOTE: Regional community leaders play an integral role in economic development and are defined as: economic development organizations (EDO), Chambers of Commerce, city and county government personnel, elected officials, bankers, and others as may lead a local community.

Strategy 1: Build a thriving export assistance system			
Lead	Tactics	Metrics	
Network Kansas	1. Position Network Kansas as centralized call in center for export service referrals. *Expect increase as awareness grows *Consider use of website analytics	# of Call-Ins	24 per year *
		# of Referrals from Ks Dept of State and/or Network Kansas website	35 per year *
Kansas Global	2. Authorize Kansas Global as the point of contact for export assistance, management of export plan implementation and nurturing of the export assistance system in the Wichita-South Central Kansas region.	# Direct Assistance Instances	150 per year
		# of Referrals	100 per year (export & domestic)
		Export Plan Reporting	Quarterly
Kansas Global	3. Establish grant program for companies to access export assistance, e.g. education, export financing, product certification & licensing programs.	# of applications	30
		# of companies receiving grants	20
		# Grants processed	30
		Dollars granted	\$100,000 total
		Value of exports for companies using program	Total international sales of \$1,000,000 over 5 years
MAMTC	4. Develop trade mentor program connecting experienced exporters to new exporters.	# of companies connected to mentor network	5 per year

		# of mentors in network	5 per year w/ annual increase of 2 mentors, each year
		# of success stories	2 per year

Strategy 2:	Integrate support for global opportunities into larger economic development system.		
Lead	Tactics	Metrics	
SBDC & KGTS	1. Establish an export training program for community leaders that demonstrates the economic impact of exports, promotes exports as a growth strategy, identifies exporters in their communities and integrates export expansion tactics into existing economic development strategies.	Participate in EDO/Manufacturer Roundtables	4 total for year
		Did County or EDO include export plan in its budget?	Percentage
		# of one-on-one outreach calls with EDOs	20 per year
		EDO export training	2 per year
REAP, SCKEDD, GWEDC	2. Position an existing regional economic development entity to guide programmatic and policy development regarding trade.	# of EDOs including trade policy in legislative agendas	Total number of EDOs participating in trade policy
Workforce Alliance	3. Engage higher education to integrate global fluency in the educational system.	Global Cultural Associations Catalogued	Percent complete Annual
		Cultural exchanges in Primary/Secondary Schools catalogues	Percent Complete Annual
		Global program included in one institution of higher learning that promotes a global outlook, e.g. internships, co-ops	1 per year

Strategy 3:	Catalyze export growth for companies in the aviation supply chain. Recognizing that aviation exports are dominant, provide trade policy support to OEMs while building a more export-oriented, globally competitive supply chain.		
Lead	Tactics	Metrics	
GWEDC	1. Position an existing aviation advisory group to develop industry-specific trade policy, education, trade show and trade mission opportunities.	Work Group formed	Y/N
		Trade Policy Memo Complete	Y/N
		Global Needs Assessed & Reported	Y/N
KGTS & CEDBR	2. Identify and catalogue export opportunities for aviation suppliers.	Export Opportunities Report Complete	Y/N/Percentage
		# New Exporters	5 per year
		# New Markets for Existing Exporters	Annual Tally
		# Referrals	15 per year
		\$ Value or percent exports	\$ Value or Percent
KGTS	3. Provide one-on-one connections for aviation suppliers, starting with the China market.	# Introductions	30 per year
		# Companies attending trade shows	5 per year
		# Companies attending trade missions	5 per year
		\$ Value or percent exports	Annual Tally

Strategy 4:	<p>Target under exporting companies in key regional industry clusters (non-aerospace). Proactively work with non-exporters and under-exporters in target industries or “clusters” to increase the # of exporting companies and increase exports per company TARGET SECTORS: FOOD, MACHINERY, FABRICATED METAL PRODUCTS, CHEMICALS, ELECTRICAL EQUIPMENT, MEDICAL SERVICES, PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES, AND SUPPORT SERVICES FOR TRANSPORTATION</p>		
Lead	Tactics	Metrics	
KGTS	1. Provide export opportunity assessments (EOA) to firms in target sectors.	One-on-one Outreach Meetings	25 per year
		# Export Opportunity Assessments	10 per year
KGTS, CEDBR & Universities	2. Commission or identify existing market research in target sectors to catalogue export expansion opportunities.	Market research delivered	Annually
		# Universities participating	2 total
		# Companies receiving customized market research	4 per year
KGTS & MAMTC	3. Expand existing export education and establish in-depth export accelerator program for companies in target sectors.	# Companies attending seminars	20 per year
		# Companies Receiving Intensive Export Training	8 per year
KGTS	4. Expand existing in-country trade partnerships to include target sectors. * Anticipate increase per year if increased engagement and/or budgeting	# Partnerships/MOUs entered	1 per year
		# Foreign Direct Investment opportunities identified	Catalog & Refer
		# Outbound trade missions (participant funded)	1 per year

		# Inbound trade missions	2 per year
		# New Companies participating	5 per year



WICHITA-SOUTH CENTRAL
KANSAS
REGIONAL
EXPORT PLAN





THE EXPORT IMPERATIVE FOR THE WICHITA-SOUTH CENTRAL REGION

GLOBAL CITIES INITIATIVE, A JOINT PROJECT OF
BROOKINGS AND JPMORGAN CHASE



THE REGION'S EXPORT MOMENT

Global dynamics severely impacted the region during the recession. Because of its dependence on the volatile global aviation industry, the region has been at the mercy of significant economic and employment shifts. Now, the region needs a plan to address changes in the aviation industry and lead underachieving sectors into the global marketplace.

Between 2008 and 2012, the recession destroyed 31,000 jobs or 10 percent of Wichita's workforce. The majority of those employees worked in the region's aviation industry, which employs half of all manufacturing workers in the area. Illustrative of the total impact, manufacturing employment accounted for approximately 18.2% of total employment, more than double the national percentage (8.8%).¹

Export performance also has a significant impact on the region's economy. Total exports in the Wichita metro have contributed more than 20% to gross metro product annually since 2003. Wichita recorded a 22.3 percent growth rate from 2003-2008; one of four metros in the nation to double exports. However, Wichita's export growth performance from 2003-2013, inclusive of the recession, was a dismal negative two percent, and lagged its peers and the U.S. as a whole.²

The aviation industry dominates export performance in the region, averaging more than 50 percent of total Wichita metro goods exports for the last decade. During the recent recession, the global general aviation industry, including Wichita, experienced significant decline, tumbling from a historical high of \$6.437 billion exports in 2008

to \$3.561 billion exports in 2010, taking a nearly 45% nosedive.³ The average annualized growth rate for aviation exports from Wichita from 2003-2013 was only 1.5 percent.⁴

The slow growth of aviation exports masks stronger growth of exports in other industries. From 2003-2012 the next highest concentration of exports, machinery manufacturing, accounted for 7.3 percent of total exports and grew at an average annual rate of 2.9 percent, nearly double the growth rate of aviation. Petroleum and coal products, computers and electronics, and food manufacturing grew at average annual rates of 33.8 percent, 7.3 percent, and 6.2 percent respectively, although proportionately they accounted for a very small amount of exports.⁵

Approximately 90 percent of the exports in the region are goods produced, but three services categories grew at greater than 10 percent annualized rate from 2003-2013. Support services (for goods industries) grew 13.4 percent annually, while financial services and engineering services both grew 11.3 percent annually.⁶

FOOTNOTES

1-6 Brookings 2013
export data



While Wichita has yet to fully recover from the recession, exports played a crucial role in economic recovery in the United States. U.S. exports reached a record high in 2013 at nearly \$2.3 trillion, logging a 44 percent increase in the dollar value of exports post-recession. Export growth since the end of the most recent recession has averaged close to 10 percent, with growth in the exports of goods averaging 10.4 percent over the last four years and the growth in the export of services averaging 7.6 percent.⁷ In contrast, U.S. GDP growth averaged only 1.08 percent for the same period.⁸

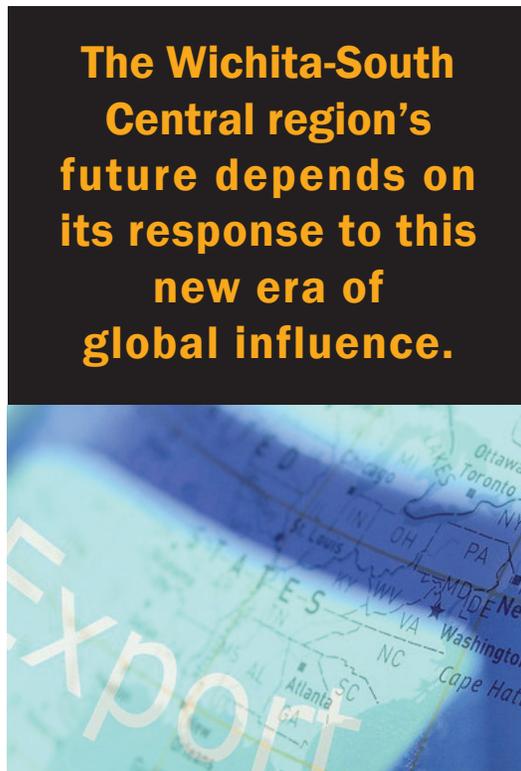
According to the U.S. Department of Commerce, jobs supported by total exports were 11.3 million in 2013, an increase of 1.6 million since 2009, with goods exports accounting for 64 percent of jobs and services exports accounting for 36 percent.⁹ This is significant as it shows the contribution of exports to the economy and jobs as the nation recovers from the recession.

Additionally, metros have had a profound impact driving post-recession growth. According to the Brookings Institution in a report titled *Export Nation 2013*, from 2009-2012 the largest metro areas contributed 54 percent of the nation's total exports.¹⁰

The region's future depends on its response to this new era of global influence. With the general aviation industry still unrecovered, and employment challenges remaining, economic development efforts must be centered on job creation and industry diversification. The region can no longer solely rely on the U.S. domestic market or the aviation industry for its well-being and future prosperity.

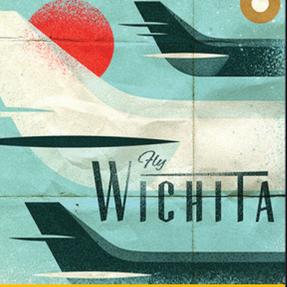
Exports, while not the entire answer to regaining jobs lost, are an

essential element in a globally competitive regional economy. For that reason, the region embarked on a year long process to strategically respond to this changing environment.



FOOTNOTES

- 7. International Trade Administration data
- 8. The World Bank data
- 9. International Trade Administration data
- 10. Brookings 2013 export data



THE REGION'S RESPONSE TO THE CHANGING GLOBAL ECONOMY

The severity of the recession necessitated a new and aggressive approach. A few community leaders had determined that exports play a vital role in Wichita's economy, but the area was largely under-explored and had minimal support from uncommitted resources. An invitation to apply to the Global Cities Initiative (GCI) provided the region the platform needed to come together for its global future. The application itself required the community to take its first step by committing resources to support the export plan. As a result, Wichita was selected as one of only twenty Metropolitan Statistical Areas (MSAs) to join the GCI based on demonstrated commitment to performance on exports, capability and readiness to complete a year-long export planning program.

To begin, the export planning leadership team was formed. Called the Core Team, it brought together city, county and state government with economic development and trade professionals— for the first time. In addition, two individuals committed to act as the business and political champions to promote the benefits of exports to the general public, and were added to the Core Team. Funding for the year-long effort was provided by the City of Wichita, Sedgwick County, Greater Wichita Economic Development Coalition (GWEDC), the Regional Economic Area Partnership (REAP), and Workforce Alliance of South Central Kansas – receiving unanimous support even in resource

constrained and highly sensitive political environments. Kansas Global Trade Services (Kansas Global), one of the region's primary export assistance organizations, won a supplemental contract through Wichita State University's (WSU) Investing in Manufacturing Communities Partnership (IMCP) grant, making the export plan part of the WSU-IMCP final work product. In addition, Kansas Global and core members have loyally dedicated hundreds of in-kind hours to complete this project.

The Wichita and South central Kansas Region is not well known for cooperatively working together. For this reason, great care was taken to secure commitment from nearly 100 individuals representing companies, government and economic development organizations from all ten counties – forming the Regional Export Planning Team (REPT). To maximize contribution, the REPT divided into five working groups covering infrastructure, workforce, supply chain, under exporters, and communications and government relations. It focused its energy at five meetings where each group methodically examined the region's overall economic and specific export performance, export opportunities and the export support system. Through the entire process, the REPT's primary focus was how to meet the needs of exporting companies as well as offering assistance to those who could increase their exports.



The Core Team, while leading the REPT and the export planning process, worked in concert with Brookings and JPMorgan Chase, the WSU-led IMCP program and REAP's South Central Kansas Prosperity Planning project. It built upon Kansas Global's Rural Business Opportunity Grant from the United States Department of Agriculture (USDA) to provide export technical assistance and export impact training to rural communities. Kansas Global's relationship with the City of Wichita to deliver trade facilitation programs and provide trade assistance to Wichita companies provided a solid foundation. The project also benefited from more than four-decades of cultural exchange and education programs led by Wichita Sister Cities, World Trade Council, universities, and many other trade associations. During the

project, the Kansas Department of Commerce contracted Kansas Global to deliver an export outreach program throughout the entire state, using lessons learned from the export planning process. Informational meetings, public speaking engagements and media interactions were conducted around the region, to the Kansas legislature, the Kansas federal delegation and the Kansas League of Municipalities to help the community understand the impact of exporting and the importance of such planning efforts for the region's future.

It was truly a regional effort squarely focused on building a better future. Every voice had an audience, every opinion was considered, and every idea was examined. This is the first export plan in the Wichita-South Central Kansas region, and represents the region's required response to global economic challenges.



The 10-county region includes Butler, Cowley, Harper, Harvey, Kingman, Marion, McPherson, Reno, Sedgwick and Sumner counties, and is the labor shed for the region.

MARKET ASSESSMENT

Economic and export performance data was analyzed from Brookings, the International Trade Administration, U.S. Department of Census, and the Bureau of Labor Statistics.

Data analysis was augmented with results from 278 private sector online surveys and input from 23 executive interviews. Crafting an export plan based on independent data combined with direct input from companies gave the plan reliability and integrity.



#1 Wichita-South Central Kansas is export dependent, but not highly globally oriented.

The region's export-dependent economy ranked #3 of the top 100 metros in 2012 in export intensity. Baton Rouge LA and Ogden UT were #1 and #2 at 30.5 percent and 29.2 percent respectively.¹¹ In 2013, Wichita ranked #2 with 24 percent export share of GDP.¹²

Despite this reliance on exports, the region lacks a global outlook. Most decision makers in the city, county and economic development leadership positions were initially not aware of the large contribution exports made to the economy. Prior to embarking on the export planning project, regional community leaders and the business community at large did not understand the importance of exports to the economy and the business opportunity presented by them. In general, the population lacks a global view and is more comfortable interacting within U.S. borders. This may be due to population demographics. According to the 2012 American Community Survey, only 6 percent of the population in the ten county region was born outside the U.S. and 88.6 percent of the population speaks only English.¹³

#2 The Regional economy is vulnerable to the volatility of aviation exports. Tied to larger trends in the global aviation industry, the region's aviation exports have a history of volatility, growing 117.7 percent from 2004 to 2007, and then plunging 33 percent to just over \$4 billion in 2009. Prior to 2004, Wichita export data is not available, but review of Kansas aviation exports from 1999

to 2003 showed a sharp decline of more than 38 percent. The Wichita economy is vulnerable to the volatility of aviation exports. Tied to larger trends in the global aviation industry, Wichita's aviation exports have a history of volatility, growing 117.7 percent from 2004 to 2007, and then plunging 33 percent to just over \$4 billion in 2009. Prior to 2004, Wichita export data is not available, but review of Kansas aviation exports from 1999 to 2003 showed a sharp decline of more than 38 percent.¹⁴

#3 Ninety percent of the exports in the region are goods, and aviation is dominant.

90 percent of the exports in the region are goods, and aviation is dominant.¹⁵ The region was the most goods dependent export economy in 2012 according to Brookings' Export Nation report. Of the goods production, over half is attributed to aerospace manufacturing. Machinery, petroleum and coal products, computers and electronics, chemicals, fabricated metal products, and food products are the other key export industries, which together with aviation exports comprise three-fourths of all goods exports in the region.¹⁶

In 2012, service industry exports accounted for approximately 10 percent of exports, with the majority of those exports attributed to the travel and tourism industry, which grew at an average annual rate of five percent since 2003. During the same period, financial services accounted for 1.1 percent of exports and grew an average annual rate of 6.3 percent.¹⁷

FOOTNOTES

11. Brookings 2013 export data
12. Brookings 2013 export data
13. 2012 Census Data
14. Brookings 2013 export data
15. International Trade Administration data
16. Brookings 2013 export data
17. Brookings 2013 export data



#4 Many current exporting companies are passive in their decision to export and in their selection of export markets.

Of the survey respondents who exported, 36 percent said they exported because they were contacted by a person in that country – a passive approach. Further, the interview process revealed that passive exporters have not grown, while active

exporters showed an average of 12 percent growth in exports in recent years. When asked what activities would help them export more, survey respondents said they needed help

to attend trade shows, trade missions and business-to-business matchmaking events.

#5 Most exporting companies don't use export assistance because they are not aware it is available. Sixty-four percent of survey respondents had not used government-provided export assistance, and 72 percent said they had not used

non-profit export service providers. Export services most often used were from the U.S Department of Commerce, Kansas Department of Commerce or Kansas Global Trade Services. Interviewees indicated using these three sources for training, compliance and regulatory assistance, market access and identification of potential sales partners.

The most significant problem is not a lack

of export services, but the lack of awareness of the existence of export services by exporters and potential exporters. In addition, interviews with service providers revealed that funding is an issue and therefore, most service providers do not have a budget to promote their services.

UNRESOLVED ISSUES ARE AMPLIFIED WITHOUT ASSISTANCE



Illustrating the detachment between the exporter and the service provider, one REPT participant commented, “The export planning meetings were valuable. I had no idea all these (export) services existed. Now I know about all the export services and expertise available right here!”

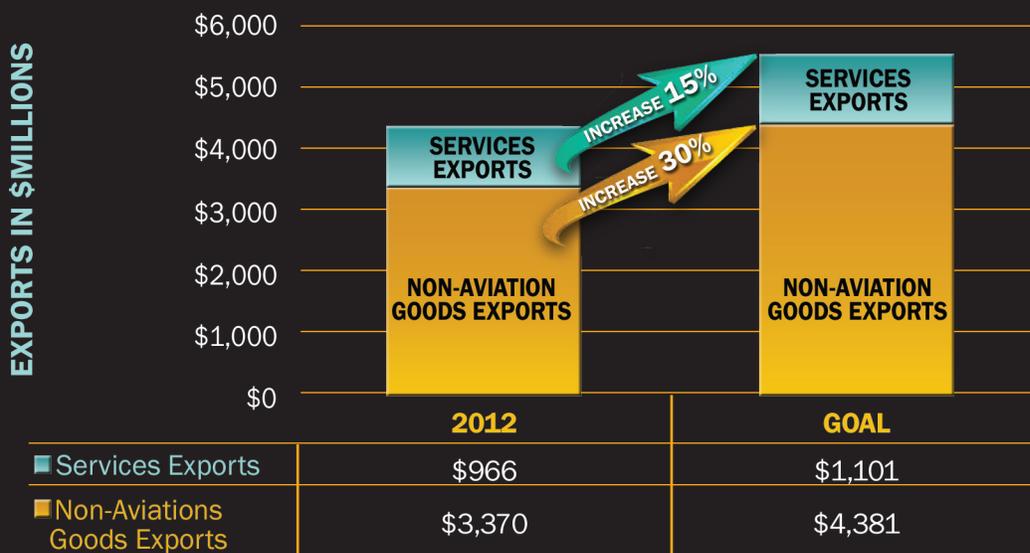
EXPORT PLAN

Goal: Nurture an intentional export economy in the Wichita region that accelerates job growth, diversifies exports and improves global competitiveness and fluency.

FIVE OBJECTIVES:

1. Catalyze export growth at five aviation suppliers per year.
2. Diversify exports by fostering growth of non-aerospace exports by 30 percent in five years and of services exports by 15 percent in five years.
3. Coordinate export assistance and promotional efforts to build a recognizable export eco-system in two years.
4. Increase global fluency of the Wichita region by educating regional community leaders and companies in at least two meetings annually.
5. Increase exports of small-medium sized companies by adding five new-to-export non-aerospace companies annually, increasing the number of new markets entered per year, and introducing exporting as a growth strategy to 100 companies in five years.

\$1.15 BILLION IN NON-AVIATION EXPORT GROWTH IN 5 YEARS



FOUR CORE STRATEGIES

STRATEGY 1:

Build a thriving export assistance system.

To complete Strategy 1, four major tactics were identified.

1. Position Network Kansas as the centralized call-in center for export service referrals.
2. Authorize Kansas Global Trade Services as the central point of contact for export assistance, management of export plan implementation and nurturing of the export assistance system in the region.
3. Establish a grant program for companies to access export assistance, e.g. education, export financing, product certification & licensing programs.
4. Develop a trade mentor program connecting experienced exporters to new exporters.

Implementation of each of the four strategies is critical for export performance improvement, but Strategy 1 is the most significant because it will link more companies to export services. Companies must be efficiently connected to needed services by coordinating export service providers and offering a centralized export system. A grant program to subsidize purchase of necessary services will enable companies to export more. Experienced exporters should be positioned to mentor inexperienced exporters, offering individualized counseling that shows new exporters that company growth is possible with exports.



STRATEGY 2:

Integrate support for global opportunities into larger economic development system.

To complete Strategy 2, three major tactics were identified.

1. Establish an export training program for community leaders that demonstrates the economic impact of exports, promotes exports as a growth strategy, identifies exporters in their communities, and integrates export expansion tactics into existing economic development strategies.
2. Position an existing regional economic development entity to guide programmatic and policy development regarding trade.
3. Engage higher education to integrate global fluency in the educational system.

Exports must be integrated into mainstream economic development activities for long-term viability of the region and to ultimately build a globally fluent region. An existing regional economic development organization will be positioned to oversee the comprehensive effort and include trade-related issues in legislative agendas.

Regional community leaders are integral in economic development and are defined as: economic development organizations, Chambers of Commerce, city and county government personnel, elected officials, bankers and others who lead the local community. Local leaders can be groomed to take an active role in creating a thriving export system. The goal is to educate regional community leaders on the export opportunity, economic impact of exports, and identification of exporters in their community.

Additionally, the university and college systems has an important role to play in providing research directly to companies and building an educational environment to produce a skilled and globally competitive workforce.

STRATEGY 3:

Catalyze export growth for companies in the aviation supply chain.

To complete Strategy 3, three major tactics were identified.

- 1.** Position an existing aviation advisory group to develop industry-specific trade policy, education, trade show and trade mission opportunities.
- 2.** Identify and catalogue export opportunities for aviation suppliers.
- 3.** Provide one-on-one connections for aviation suppliers, starting with the China market.

Companies in the aviation supply chain must export directly. Recognizing that aviation exports are dominant, we must support this industry to prevent further loss and cultivate more steady growth, while building a more export-oriented, globally competitive supply chain. Large Original Equipment Manufacturers (OEM) have ample access to export services but need support on trade policy. Potential for direct exports resides within the aviation supply chain made up of about 350 companies. Of the 350 companies in the supply chain, a small percentage are direct exporters.

Most of those exports are from relationships with Wichita's large OEMs; very few proactively seek new export markets. Willing members of this world-class supply chain have opportunities to sell to foreign aviation OEMs, maintenance and repair operations, general aviation airport operations, universities, and governments, as well as other industries. China, and other quickly developing markets, offer export potential. A concerted effort to match the region's experienced aviation goods and services suppliers with demanding foreign entities will produce increased exports in this sector.



STRATEGY 4:

Target under exporting companies in key regional industry clusters (non-aerospace).

To complete Strategy 4, four major tactics were identified.

- 1.** Provide export opportunity assessments to firms in target sectors.
- 2.** Commission or identify existing market research in target sectors to catalogue export expansion opportunities.
- 3.** Expand existing export education and establish in-depth export accelerator program for companies in target sectors.
- 4.** Expand existing in-country trade partnerships to include target sectors.

The region must proactively work with non-exporters and under-exporters in target industries ("clusters") to increase the number of exporting companies, increase exports per company, and enter new markets. Potential for increased exports lies in helping passive exporters understand their unique global opportunity for growth in new export markets, and by providing training on overcoming obstacles to global market-entry. Strategy 4 addresses key findings related to growing passive exporters into proactive exporters and the latent export potential of non-exporting companies in non-aerospace industries. It also addresses the need to provide education and customized research and market prospects. Intentionally calling on companies to expose exports as a growth strategy provides a personal and customized response to companies who may be afraid to export.

Finally, expanding existing relationships in foreign countries to include target sectors is a long term tactic which will cultivate new exports, as well as Foreign Direct Investment (FDI) opportunities. A key tactic in this strategy is to work with companies who already export to one or two markets. By providing targeted market research and market entry assistance, those companies can be encouraged to proactively export to more markets.

It is anticipated that the organizations building the region's intentional export economy will also take a more strategic look at the region's FDI performance. As the Wichita-South Central Kansas region implements its export plan, export promotion and foreign relationship building tactics may naturally attract FDI opportunities. Developing a data driven plan to strategically drive FDI attracting activities is a logical next step in building a globally fluent region.

The region examined policy issues that may affect export performance and the implementation of the region's export plan. To support export expansion, the region's leading organizations are including trade-related items in legislative agendas. Financial commitment to export support services, investment in infrastructure, regulatory simplification and increased market access were the key areas. Initial policy recommendations for federal, state and local policy makers are focused on the following topics to advance export growth.

1. Invest in infrastructure related to transportation and skilled workers.
2. Expand free trade agreements and ease market access.
3. Simplify export regulations.
4. Permanently fund export support and growth programs.
5. Promote visa reform.
6. Provide metro-level and services export data at more frequent intervals.
7. Continue export finance programs and push for innovative export finance solutions.
8. Align and coordinate support for exports amongst government levels.

IMPLEMENTATION, ROLES AND RESPONSIBILITIES

Existing regional economic development organizations will provide overall coordination and serve as the connection between mainstream economic development and the export system. Regional Economic Area Partnership (REAP) will lead as regional coordinator on legislative issues, and connection to economic development professionals in the region. Greater Wichita Economic Development Coalition (GWEDC) will provide leadership in coordination with aviation and business work groups and the region as a whole. The Small Business Development Center (SBDC) will also provide outreach leadership specifically aimed at promotion of exports as a growth strategy, identifying under-exporters and those with export potential, and educating local economic development representatives about available resources.

Network Kansas will be the centralized call-in center for export service referrals. As the designated agency for business referrals for the State of Kansas, Network Kansas is perfectly positioned to officially assume this role for the Wichita-South Central Kansas region's export plan implementation and will absorb associated costs. Kansas Global will create the service provider directory and map for more accurate referrals. Network Kansas and Kansas Global have been working together in this capacity for several years and will continue that coordinated effort.

The SBDC and Mid-America Manufacturing Technology Center (MAMTC), with support from private export service providers, will

lead on mentorship, export promotion and initial counseling for new exporters. WSU's Center for Economic Development and Business Research, and Workforce Alliance of South Central Kansas will provide leadership in research and work with institutions of higher education.

Kansas Global will serve as the central organization for export assistance, working directly with Network Kansas and Kansas Department of Commerce (Kansas Commerce), the US Export Assistance Center, regional and local economic development organizations, and export service providers to provide education and assistance to support increased exports as companies come into the system. It will also manage foreign relations for the region in partnership with Kansas Commerce, the City of Wichita and Economic Development Organizations (EDOs). Kansas Global will continue to connect Wichita aviation suppliers with foreign businesses.

The development of the Wichita-South Central Regional Export Plan and strategic coordination of the region's talents and resources strengthens its ability to consistently achieve export greatness. By organizing local and regional export support organizations, the region as a whole will be equipped with a more proactive export network leading to the region's achievement of its global potential and secure its economic future.



MAJOR TASK	LEAD ORGANIZATION	SUPPORTING ORGANIZATIONS
Regional Coordination	REAP	GWEDC, SCKEDD
Centralized Point of Contact & Export Referrals	Network Kansas	KGTS, EDOs, SCKEDD Kansas Commerce
Export Assistance	KGTS	KDOC, KDOT, KDA, export service providers, USEAC, SBDC, USTDA
Export Promotion: Regional leaders & companies	SBDC & KGTS	REAP, SCKEDD, GWEDC
Mentoring & counseling	MAMTC	Banks, Bestway International, Experience Exporters, SCKEDD, SCORE, SBDC
Export system coordination	KGTS	Network Kansas, SCKEDD, GWEDC and other EDOs, Kansas Commerce
Aviation work group	GWEDC	Chamber, KGTS, Wichita Aeroclub, KDOT, KS Commerce, EDOs, Wichita Manufacturing Association
Aviation supply chain opportunities	KGTS & WSU-CEDBR	COW, KS Commerce, GWEDC and other Economic Development Organizations
Non-aerospace export opportunities	KGTS	KS Commerce, KDOT, KDA, SCKEDD, Regional EDOs, GWEDC, Network Kansas, SBDCs, Universities, Colleges, USEAC
Research	KGTS & WSU-CEDBR	Universities
Export education	KGTS, MAMTC	KS Commerce, Regional EDOs, local Governments, banks, USEAC, SBDC

ACRONYM KEY

REAP: Regional Economic Area Partnership / **GWEDC:** Greater Wichita Economic Development Coalition / **EDOs:** Economic Development Agencies
SCKEDD: South Central Kansas Economic Development District / **KGTS:** Kansas Global Trade Services / **KDOC:** Kansas Department of Commerce
KDOT: Kansas Department of Transportation / **KDA:** Kansas Department of Agriculture / **USEAC:** U.S. Export Assistance Center
SBDC: Small Business Development Center / **USTDA:** U.S. Trade and Development Agency / **MAMTC:** Mid-America Manufacturing Technology Center
WSU-CEDBR: Wichita State University – Center for Economic Development and Business Research

EXPORT PLAN DEVELOPMENT

STAKEHOLDERS AND FINANCIAL CONTRIBUTORS

- ❖ City of Wichita
- ❖ Sedgwick County
- ❖ Greater Wichita Economic Development Coalition
- ❖ Regional Economic Area Partnership
- ❖ Workforce Alliance of South Central Kansas
- ❖ Kansas Global Trade Services, Inc.
- ❖ WSU IMCP Grant Phase 1.

CORE TEAM

- ❖ Jeremy Hill, Center for Economic Development and Business Research at Wichita State University
- ❖ Kristey Williams, City of Augusta
- ❖ Tim Goodpasture, City of Wichita
- ❖ Tim Chase, Greater Wichita Economic Development Coalition
- ❖ Gary Schmitt, INTRUST Bank
- ❖ Randi Tveitaraas-Jack, Kansas Department of Commerce
- ❖ Karyn Page, Kansas Global Trade Services
- ❖ Keith Lawing, Regional Economic Area Partnership/Workforce Alliance of South Central Kansas
- ❖ Sherdeill Breathett, Sedgwick County

REGIONAL EXPORT PLANNING TEAM

COMMUNITY & GOVERNMENT RELATIONS WORKGROUP

- ❖ Sherdeill Breathett, Sedgwick County, Co-chair
- ❖ Tim Goodpasture, City of Wichita, Co-Chair
- ❖ Ella Reusser, Kansas Global Trade Services, Staff Leader
- ❖ Mayor Thomas Brown, City of McPherson
- ❖ Craig Duerksen, Commerce Bank
- ❖ Ryan Durst, The Bradbury Group
- ❖ Ray Garvey, The Grasshopper Company
- ❖ Dale Goter, City of Wichita
- ❖ Robert Harmon, Intrust Bank
- ❖ Linda Jolly, City of El Dorado Economic Development
- ❖ Harland Priddle, Priddle & Associates
- ❖ Sue Schlapp, Kansas Department of Commerce
- ❖ Sierra Scott, It's All Good Productions
- ❖ Casey Seymour, Prairie Land Partners
- ❖ Daniel Shea, Kingman County Economic Development Council

PHYSICAL & SERVICES INFRASTRUCTURE WORKGROUP

- ❖ Tim Chase, Greater Wichita Economic Development Council
- ❖ Tyler Walston, Kansas Global Trade Services, Staff Leader
- ❖ Trish Brasted, Wichita Technology Corporation
- ❖ Bill Buchanan, Sedgwick County
- ❖ Dr. Valentina Chappell, Wichita Area Sister Cities
- ❖ Jon Daveline, Reno County Chamber of Commerce
- ❖ Chad Dayton, JPMorgan Chase Bank
- ❖ Curtis Dean, Allen, Gibbs & Houlik, L.C. (CPA)
- ❖ Mickey Fornaro-Dean, Harvey County Economic Development Council
- ❖ Debbie Franklin, Center for Innovation & Enterprise Engagement, WSU
- ❖ John Gendron, Network Kansas
- ❖ Rick Held, Held & Associates
- ❖ Gloria Jeff, Wichita Area Metropolitan Planning Organization
- ❖ Ross Jordan, Ocianna International
- ❖ Victor Lukic, Great Plains Industries
- ❖ Nancy Luttrell, FH Kaysing
- ❖ Carolyn McGinn
- ❖ Dan Meyer, Grant Thornton
- ❖ Mike O'Neil, FH Kaysing
- ❖ Steve Radley, Network Kansas
- ❖ Pat Ramsey, Held & Associates
- ❖ Gabe Schlickau, Black Hills Energy
- ❖ Gary Schmitt, Intrust Bank
- ❖ Barry Smith, AIRGROUP
- ❖ Brice Turner, Retro Systems

- ❖ Victor White, City of Wichita
- ❖ Lynn Williams, DME Electronics

SUPPLY CHAIN WORKGROUP

- ❖ Jeremy Hill, Center for Economic Development and Business Research, WSU
- ❖ AJ Anderson, US Export Assistance Center
- ❖ Ellie Antova, ICM Inc.
- ❖ Maribel Asensio, MAMTC
- ❖ Mehmet Barut, Wichita State University
- ❖ Wayne Bell, SBA
- ❖ John Bode, BRG Precision Products
- ❖ Mayor Carl Brewer, City of Wichita
- ❖ Candace Cottner, Global Aviation Technologies
- ❖ Paul Daemen, Daemen LLC
- ❖ Gerardo De la O, Friends University
- ❖ Bob Fettke, Kansas Department of Commerce
- ❖ Darrell Pankratz, Prairieland Partners/Reno County Economic Development
- ❖ Chuck Schroeder, Textron Aviation

UNDER-EXPORTERS WORKGROUP

- ❖ Karyn Page, Kansas Global Trade Services
- ❖ Randi Tveitaraas-Jack, Kansas Department of Commerce
- ❖ Dina Aaby, Intrust Bank
- ❖ Chris Chronis, Sedgwick County
- ❖ Doug Clary, SBA
- ❖ Steve Cooper, Balco, Inc.
- ❖ Brad Elits, McPherson Industrial Development
- ❖ Elaine Hanna, South Central Kansas Economic Development District (SCKEDD)
- ❖ Rick Hemphill, Mid Continent Controls
- ❖ Teresa Huffman, Marion County Economic Development
- ❖ Renee Lippincott, Kansas Department of Commerce
- ❖ Michael Mattson, JPMorgan Chase Bank
- ❖ John Potts, RedGuard
- ❖ Kathy Sexton, City of Derby
- ❖ Eddie Smith, Fiat Industrial/Case New Holland
- ❖ Abby Stockebrand, Reno County Chamber of Commerce
- ❖ Ted J. Vlamis, Pioneer Balloon Company
- ❖ Steve White, CELCO
- ❖ Donna Wright, MidAmerica Minority Supplier Development Council

LABOR AND WORKFORCE WORKGROUP

- ❖ Keith Lawing, Workforce Alliance of South Central Kansas/Regional Economic Area Partnership (REAP)
- ❖ Cheryl Adelhart, Harper County
- ❖ Jason Ball, Hutchinson/Reno county Economic Development
- ❖ Barry Smith, AIRGROUP
- ❖ Rod Blackburn, WB Construction, LLC
- ❖ Kerri Falletti, Cowley County Economic Development Partnership
- ❖ Janis Hellard, Sumner County Economic Development Commission
- ❖ Dr. David Hofmeister, Friends University
- ❖ Douglas Miller, Wichita State University
- ❖ Gary Plummer, Wichita Metro Chamber
- ❖ Cody Sims, City of Wellington
- ❖ Marcia Stevens, Kansas SBDC/Small Business Education Consortium
- ❖ Allison Taylor, JPMorgan Chase Bank
- ❖ Doug Trumble, Ag 1 Source
- ❖ Dr. Perry White, Bethel College
- ❖ Mayor Kristey Williams, City of Augusta

OBSERVER/GUEST

- ❖ Paul Masson, StarNet LLC
- ❖ Dharma deSilva, Wichita State University/World Trade Council of Wichita

ENDNOTES



PHOTO BY PAUL BOWEN

1. Source: GWEDC website from the Federal Bureau of Labor Statistics (Annual Average 2013). http://www.gwedc.org/key_industries/manufacturing?view=mobile
2. Brookings 2013 export data (unpublished)
3. Brookings 2013 export data (unpublished)
4. Brookings 2013 export data (unpublished)
5. Global Cities Initiative and Export Nation online, Brookings Institution (<http://www.brookings.edu/research/interactives/export-nation>)
6. Brookings 2013 export data (unpublished)
7. *The Role of Exports in the United States Economy, An economic report by the U.S. Department of Commerce, May 13, 2014, Economics and Statistics Administration | International Trade Administration, U.S. Department of Commerce* (<http://trade.gov/neinext/role-of-exports-in-us-economy.pdf>)
8. GDP Data, The World Bank (<http://data.worldbank.org/indicator/NY.GDP.MKTP.CD>)
9. *The Role of Exports*, <http://trade.gov/neinext/role-of-exports-in-us-economy.pdf>
10. Brad McDearman, Ryan Donahue, and Nick Marchio, Export Nation 2013: U.S. Growth Post-Recession, Brookings Institution, (<http://www.brookings.edu/~media/research/files/reports/2013/09/17%20export%20nation/exportnation2013survey.pdf>)
11. <http://www.brookings.edu/~media/research/files/reports/2013/09/17%20export%20nation/exportnation2013survey.pdf>
12. Brookings 2013 export data (unpublished)
13. 2012 American Community Survey http://www.census.gov/acs/www/data_documentation/summary_file/
14. Global Cities Initiative and Export Nation online, Brookings Institution (<http://www.brookings.edu/research/interactives/export-nation>)
15. Trade Stats Express, International Trade Administration, U.S. Department of Commerce, (<http://tse.export.gov/TSE/TSEHome.aspx>)
16. <http://www.brookings.edu/~media/research/files/reports/2013/09/17%20export%20nation/exportnation2013survey.pdf>
17. Global Cities Initiative and Export Nation online, Brookings Institution (<http://www.brookings.edu/research/interactives/export-nation>)

This report was developed by the Kansas Global Trade Services, Inc. through the collaboration of political, business, and civic leaders of Wichita-South Central Region. The conclusions and recommendations of this report are solely those of its authors and do not reflect the views of the Brookings Institution or JPMorgan Chase. The Brookings Institution is a private non-profit organization. Its mission is to conduct high-quality, independent research and, based on that research, to provide innovative, practical recommendations for policymakers and the public. Brookings recognizes that the value it provides is in its absolute commitment to quality, independence and impact, and makes all final determinations of the scholarly activities in the Global Cities Initiative, including the research agenda and products.

ABOUT THE GLOBAL CITIES INITIATIVE A JOINT PROJECT OF BROOKINGS AND JPMORGAN CHASE

The Global Cities Initiative equips city and metropolitan area leaders with the practical knowledge, policy ideas, and connections they need to become more globally connected and competitive.

Combining Brookings' deep expertise in fact-based, metropolitan-focused research and JPMorgan Chase's market expertise and long-standing commitment to investing in cities, this initiative:

- ▶ Helps city and metropolitan leaders better leverage their global assets by unveiling their economic starting points on key indicators such as advanced manufacturing, exports, foreign direct investment, freight flow, and immigration.
- ▶ Provides metropolitan area leaders with proven, actionable ideas for how to expand the global reach of their economies, building on best practices and policy innovations from across the nation and around the world.
- ▶ Creates a network of U.S. and international cities interested in partnering together to advance global trade and commerce.

The Global Cities Initiative is chaired by Richard M. Daley, former mayor of Chicago and senior advisor to JPMorgan Chase. It is co-directed by Bruce Katz, Brookings vice president and co-director of the Brookings Metropolitan Policy Program, and Amy Liu, senior fellow and co-director of the Brookings Metropolitan Policy Program.

Launched in 2012, the Global Cities Initiative will catalyze a shift in economic development priorities and practices resulting in more globally connected metropolitan areas and more sustainable economic growth.

CORE ACTIVITIES INCLUDE:

Independent Research: Through research, the Global Cities Initiative will make the case that cities and metropolitan areas are the centers of global trade and commerce. Brookings will provide each of the largest 100 U.S. metropolitan areas with baseline data on its current global economic position so that metropolitan leaders can develop and implement more targeted strategies for global engagement and economic development.

Catalytic Convenings: Each year, the Global Cities Initiative will convene business, civic and government leaders in select U.S. metropolitan areas to help them understand the position of their metropolitan economies in the changing global marketplace and identify opportunities for strengthening competitiveness and expanding trade and investment. In addition, GCI will bring together metropolitan area leaders from the U.S. and around the world in at least one international city to explore best practices and policy innovations for strengthening global engagement, and facilitate trade relationships.

Global Engagement Strategies: In order to convert knowledge into concrete action, Brookings and JPMorgan Chase launched the Global Cities Exchange in 2013. Through a competitive application process, economic development practitioners in both U.S. and international cities are selected to receive hands-on guidance on the development and implementation of actionable strategies to enhance global trade and commerce and strengthen regional economies.



WICHITA-SOUTH CENTRAL KANSAS REGIONAL EXPORT PLAN



GLOBAL CITIES INITIATIVE

A Joint Project of Brookings and JPMorgan Chase

Wichita-South Central Kansas Regional Export Plan

Year 1: June – December

Year 1 Highlights

for the Wichita- South Central Kansas Regional Export Plan

A cooperative effort among eight regional partners managed by Kansas Global



* Year 1: June – December. Although performance is being measured from January 1, the plan was not funded until June 2015.

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***The tables and graphs shown here, and more, can be found in the interactive Excel file provided with this written report.



KANSAS GLOBAL
TRADE SERVICES

PERFORMANCE METRICS

STRATEGY 1: THRIVING EXPORT ASSISTANCE SYSTEM

* Year 1: June – December

	Tactic	Lead	Metric	Metric Goal	Year to Date	QT1	QT2	QT3	QT4
Strategy 1 Thriving Export Assistance System	Tactic 1: Export Service Referral Center	Network Kansas	# of Call-ins	24 per year	22	3	5	3	11
			# of Referrals from Network Kansas	35 per year	22	3	5	3	11
	Tactic 2: Export Assistance	Kansas Global	# of Direct Assistance Instances	150 per year	109	11	29	37	31
			# of Referrals (foreign & domestic)	100 per year	197	22	35	65	75
			Export Plan Reporting	Quarterly	4	Yes	Yes	Yes	Yes
			# of Applications	30 total over 5 years	16	0	0	5	11
	Tactic 3: Grant Program (5-Year Total)	Kansas Global	# of Companies Receiving Grants	20 total over 5 years	14	0	0	0	14
			# Grants Processed	30 total over 5 years	2	0	0	0	2
			Dollars Granted	00,000 total over 5 years	\$68,014.00	\$0.00	\$0.00	\$0.00	\$68,014.00
			\$ Value of Exports for Companies Using Grant	total over 5 years Int'l sales of \$100,000 total over 5 years	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Tactic 4: Trade Mentor Programs	MAMTC	# of Companies Connected to Mentor Network	5 per year	0	0	0	0	0
			# of Mentors in Network	5 per year w/ annual increase of 2 mentors each year	0	0	0	0	
			# of Success Stories	2 per year	0	0	0	0	

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KANSAS GLOBAL
TRADE SERVICES

PERFORMANCE METRICS

STRATEGY 2: INTEGRATE SUPPORT FOR GLOBAL OPPORTUNITIES

* Year 1: June – December

	Tactic	Lead	Metric	Metric Goal	Year to Date	QT1	QT2	QT3	QT4
Strategy 2 Integrate Support for Global Opportunities	Tactic 1: SBDC Community Leaders Training	SBDC, Kansas Global	# of Times Participating in EDO/ Manufacturer Roundtables	4 per year	13	0	5	3	5
			# of Counties including export plan in its budget	# of 10 Counties per year	10	10	0	0	0
			# One-on-one outreach calls with EDOs	20 per year	12	6	3	0	3
			# of EDO export training session (e.g. Riddle of the Exporter)	2 per year	2	0	0	2	0
	Tactic 2: Regional ED Trade Guidance	REAP, SCKEDD, GWEDC	# of EDOs including trade policy in legislative agendas	Cumulative # of 10 EDOs participating in trade policy per year	8	2	2	2	2
	Tactic 3: Global Fluency in Educational System	Workforce Alliance	Annual % of Global Cultural Associations Catalogued	Percent complete Annual	0	No	No	No	In Progress
			Annual % of Cultural exchanges in Primary/Secondary Schools catalogued	Percent complete Annual	0	No	No	No	In Progress
			# of Global programs included in one institution of higher learning that promotes a global outlook (e.g. internships, co-ops)	1 per year	1	0	0	1	0

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KANSAS GLOBAL
TRADE SERVICES

PERFORMANCE METRICS

STRATEGY 3: AVIATION EXPORT GROWTH

* Year 1: June – December

Tactic		Lead	Metric	Metric Goal	Year to Date	QT1	QT2	QT3	QT4
Strategy 3 Aviation Export Growth	Tactic 1: Develop Industry-specific Opportunities	GWEDC	Work Group formed	Yes/No (1 group total)	5	Yes			
			Trade Policy Memo Complete	Annually	1	No	No	No	Yes
			Global Needs Assessed & Reported	Annually	0	No	No	In Progress	In Progress
	Tactic 2: Aviation Suppliers Export Opportunities	Kansas Global, CEDBR	Export Opportunities Report Complete	Annually	0	No	No	No	In Progress
			# New Exporting Companies	5 per year	0	0	0	0	0
			# New Markets for Existing Exporters	10 total over 5 years	4	0	4	0	0
			# Referrals	15 per year	23	0	10	6	7
			\$ Value of Exports	\$100,000 minimal over 5 years	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Tactic 3: Aviation Supplier Connections	Kansas Global	# Introductions	30 per year	52	5	22	17	8
			# Companies attending Outbound Trade Shows	5 per year	0	0	0	0	0
			# Companies attending Outbound Trade Missions	5 per year	0	0	0	0	0
			\$ Value of Exports	\$500,000 minimal over 5 years	\$72,000.00	\$0.00	\$0.00	\$36,000.00	\$36,000.00
	Tactic 4: In-Country Trade Partnerships	Kansas Global	# Partnerships/MOUs entered	1 per year	3	0	1	2	0
			# Foreign Direct Investment opportunities identified	Catalog & Refer 5 total over 5 years	5	0	2	1	2
			# Outbound trade missions (participant funded)	1 per year	0	0	0	0	0
			# of Inbound Trade Missions	2 per year	7	1	2	2	2
# of New Companies Participating			5 per year	15	1	8	0	6	

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KANSAS GLOBAL
TRADE SERVICES

PERFORMANCE METRICS

STRATEGY 4: NON-AEROSPACE GOODS AND ALL SERVICES EXPORT GROWTH

* Year 1: June – December

	Tactic	Lead	Metric	Metric Goal	Year to Date	QT1	QT2	QT3	QT4
Strategy 4 Non-Aerospace Goods and All Services Export	Tactic 1: EOA to Firms	Kansas Global	One-on-one Outreach Meetings	25 per year	88	13	26	21	28
			# Export Opportunity Assessments	10 per year	0	0	0	0	
	Tactic 2: Identify Existing Market Research in Target Sectors	Kansas Global, CEDBR, KS Universities	Market Research Delivered	Annually	0	No	No	No	In Progress
			# Universities participating	2 total over 5 years	1	0	0	1	0
			# Companies receiving customized market research	4 per year	10	0	9	0	1
	Tactic 3: Expand Existing Export Education	Kansas Global, MAMTC	# Companies attending Seminars	20 per year	13	0	4	9	0
			# Companies Receiving Intensive Export Training (e.g. Expors Tech)	8 per year	5	0	3	2	0

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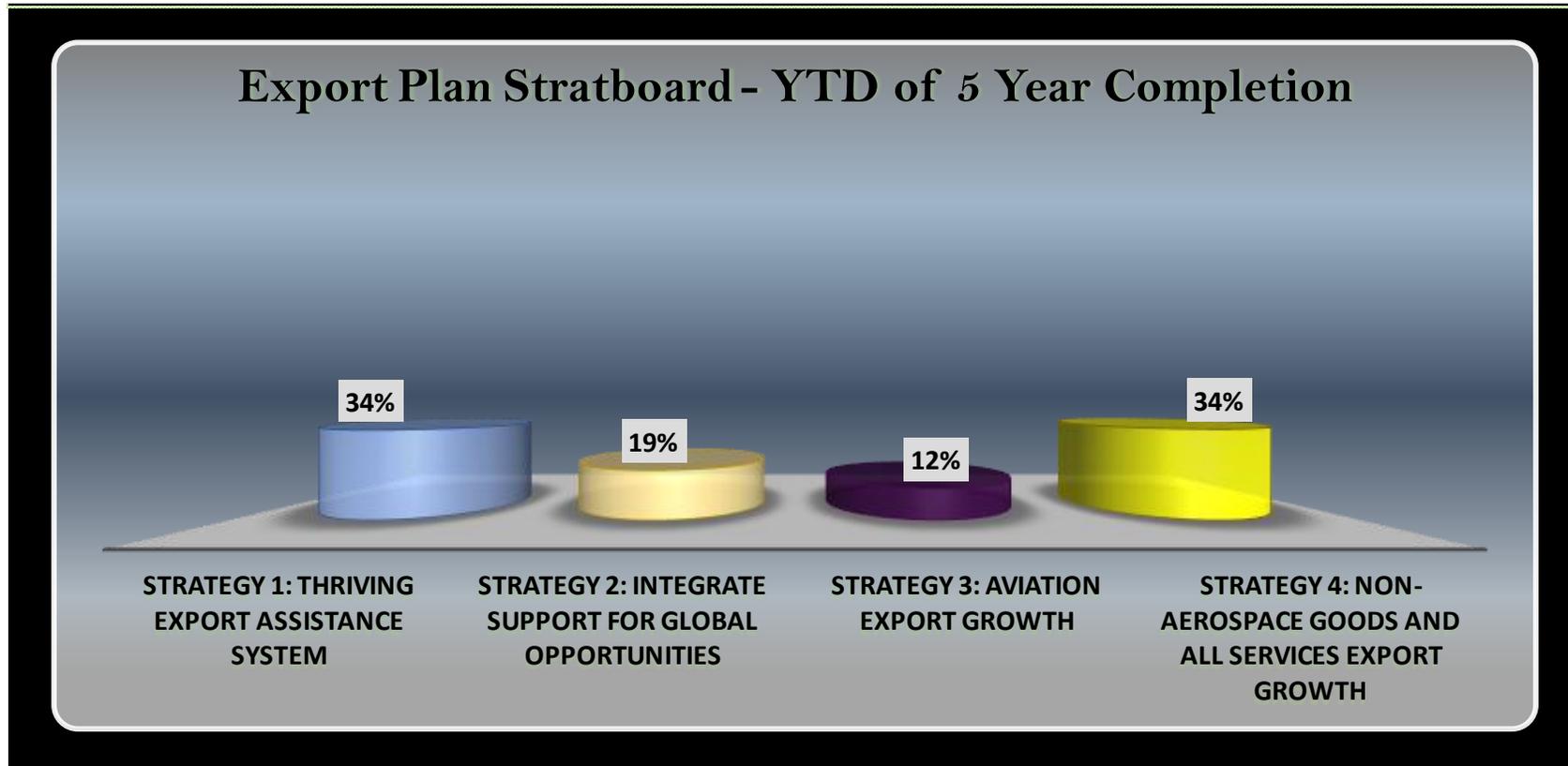
***The tables and graphs shown here, and more, can be found in the interactive Excel file provided with this written report.



KANSAS GLOBAL
TRADE SERVICES

STRATEGY COMPLETION DASHBOARD

* Year 1: June – December



* Year 1: June – December. Although performance is being measured from January 1, the plan was not funded until June 2015.

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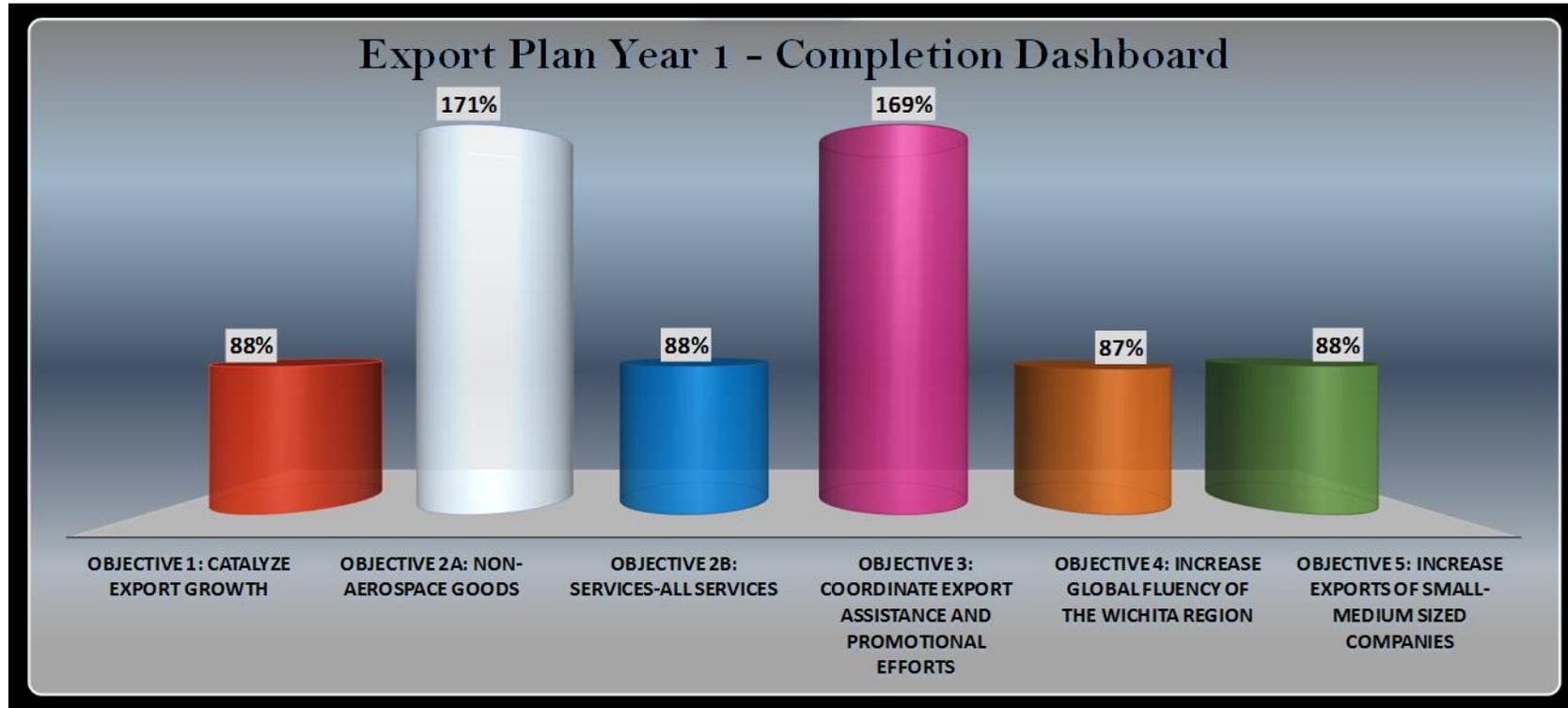
***The tables and graphs shown here, and more, can be found in the interactive Excel file provided with this written report.



KANSAS GLOBAL
TRADE SERVICES

OBJECTIVE COMPLETION DASHBOARD – YEAR 1

* Year 1: June – December



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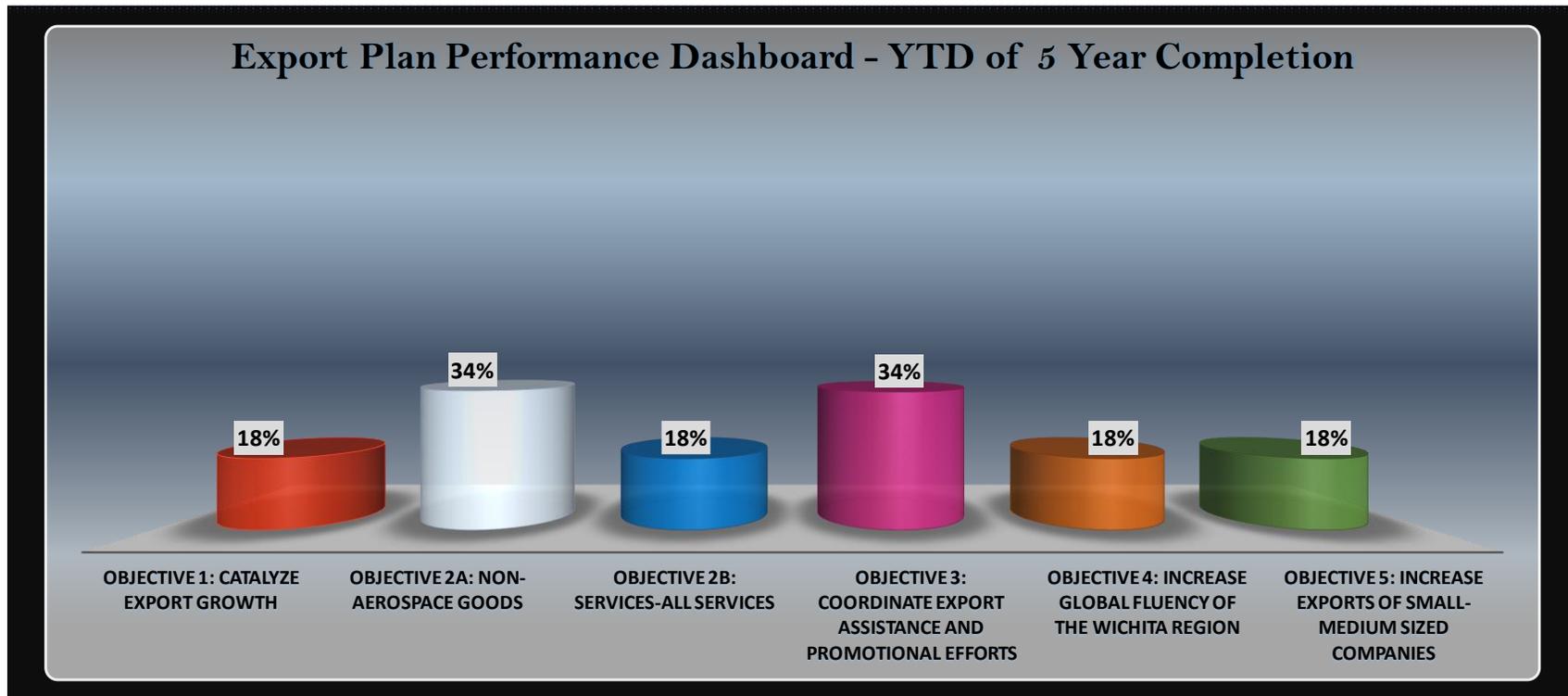
***The tables and graphs shown here, and more, can be found in the interactive Excel file provided with this written report.



KANSAS GLOBAL
TRADE SERVICES

OBJECTIVE COMPLETION DASHBOARD – YTD OF 5-YEAR PLAN

* Year 1: June – December



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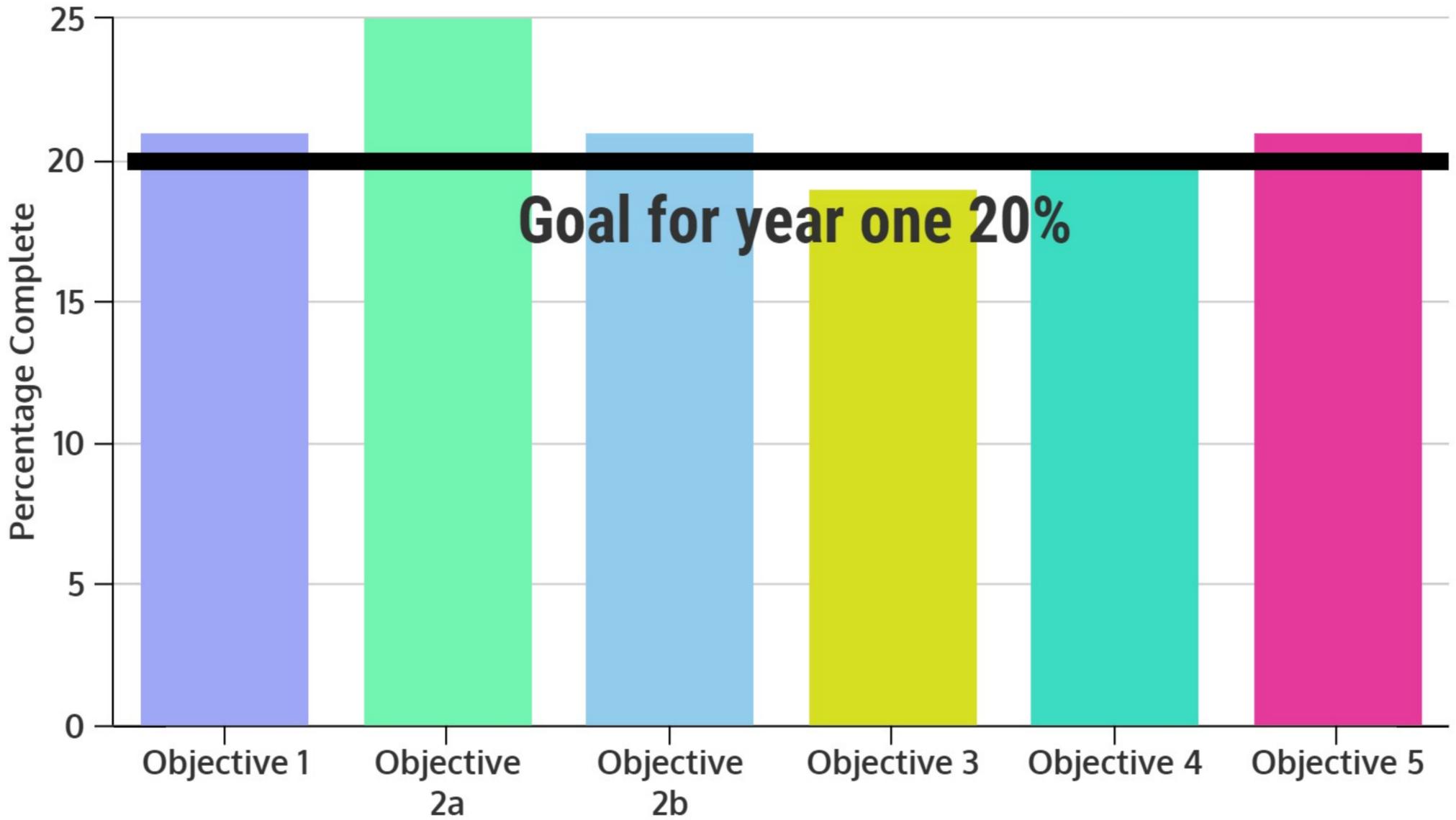


KANSAS GLOBAL
TRADE SERVICES

Year One Export Plan Report

June 2015 - December 2015

All objectives exceeded year one goal of 20 percent completion with the exception of Objective 3 (19 percent).



Note: Work began in June-- allowing only six months to complete twelve months of work.

Key:

Objective 1- Catalyze export growth

Objective 2a - Diversify exports: Non-aerospace goods

Objective 2b - Diversify exports: All services

Objective 3 - Coordinate export assistance and promotional efforts

Objective 4 - Increase global fluency of the Wichita region

Objective 5 - Increase exports of small-medium sized companies

City of Wichita
City Council Meeting
August 2, 2016

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

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

Background: Project Access is a community-based and physician-led program to expand access to medical services for uninsured, low-income residents. The program is implemented through public and private sector partnerships. Medical services are donated allowing residents to purchase medications prescribed by participating physicians. Services are coordinated by linking physicians, hospitals, clinics, pharmacies as well as social service and public agencies.

The Housing and Community Services Department has utilized Community Services Block Grant (CSBG) for Project Access since 1999 through contracts with the Central Plains Regional Health Care Partnership, Inc. (CPRHCP). Authorization was attained from the Kansas Housing Resources Corporation (KHRC) to contract with CPRHCP as a sole source vendor because Project Access is the only local program that provides a combination of services.

From September 1999 through June 30, 2016, approximately \$3.8 million in CSBG funds have been provided to Project Access. Program output resulted in more than 13,098 individuals receiving medical and dental care. Additional benefits include:

- More than 406,041 prescriptions worth \$9.5 million;
- Over \$46 million value of in-kind contributions from physician and dental services; and
- Nearly \$137 million of donated hospital services.

Analysis: The Department and CPRHCP entered into a one-year contract on September 1, 2015. From September 1, 2015 through June 30, 2016, more than 3,214 medical services including physician, dentist, and hospital visits have been donated based on claims received. The current CSBG contract expires on August 31, 2016, and there are no renewal options. Project Access reports the following to date:

- Completion of 12,608 prescription claims processed totaling \$78,919 in CSBG program funds and other leveraged sources;
- Contributions of \$149,049 provided from pharmaceutical companies for prescription medicines in partnership with the Project Access;
- Donations equating to \$1.8 million in physician and dental services received; and
- Gifts in the amount of \$4.2 million have been delivered in hospital services.

The above data reflects the participation of 626 physicians, 39 dentists, eight hospitals, 85 pharmacies and 382 individuals participating in Project Access.

According to the U.S. Census Data reports, there are approximately 55,000 – 60,000 uninsured residents in Sedgwick County. To help meet this need, the KHRC approved the 2016 CSBG budget, which includes an allocation to support Project Access. Staff recommends the City Council approve a new contract for these services. If approved, the contract period would begin September 1, 2016, and conclude on August 31, 2017.

Financial Considerations: An allocation of \$200,000 was included in the City’s 2016 Community Services Block Grant budget to the KHRC on February 9, 2016. The KHRC approved the budget on March 31, 2016. The General Fund is not affected by this proposed contract.

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

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

Attachment: Contract

COMMUNITY SERVICES BLOCK GRANT

CONTRACT

Federal Awarding Agency: U. S. Department of Health and Human Services
Pass Through Entity: Wichita Sedgwick County Community Action Partnership

CFDA Title: Community Services Block Grant (CSBG)

CFDA Number: 93.569

FAIN Number: 16B2KSCOSR

Federal Award Date: December 28, 2015

Federal Fiscal Year: 2016

Total Federal Award: \$943,594

Federal Funds Obligated Under This Action: \$200,000

Total Amount of Federal Funds Obligated To This Subrecipient: \$200,000

Subaward Time of Performance: September 1, 2016 to August 31, 2017

Research and Development: No

John E. Hall, Director
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203
Phone (316) 462-3700

THIS CONTRACT entered into this 1st day of September 2016 by and between the City of Wichita, Kansas (hereinafter referred to as the CITY) and the Central Plains Health Care Partnership, Inc. (hereinafter referred to as the DELEGATE AGENCY).

WITNESSETH THAT:

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

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

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

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

SECTION 2. TIME OF PERFORMANCE. This contract shall cover services performed or to be performed by the DELEGATE AGENCY commencing September 1, 2016 and ending August 31, 2017. The services of the DELEGATE AGENCY are to commence as soon as practicable on the date of this contract and shall be undertaken and completed in such sequence as to assure their expeditious completion no later than the termination date of the contract.

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

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

A. Record Retention Policy.

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

B. Retention Periods.

Community Services Block Grant, Project Access

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

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

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

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

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

SECTION 9. PROCUREMENT STANDARDS. The standards to be used for the procurement of supplies, equipment, and other materials and services with this contract's funds are those described in 2 C.F.R. 200.317 through 200.326, as applicable. These standards must be applied in accordance with procedures set forth in the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements," as provided in Exhibit A attached hereto. Further, the DELEGATE AGENCY shall avoid conflicts of interest, real or apparent, by observing the following requirements.

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

- A. Code of Conduct.

Community Services Block Grant, Project Access

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

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

SECTION 10. DISCRIMINATION.

- A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services, or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex or age. [Reference Title VI of the Civil Rights Act of 1964 (Public Law 88-352)]. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the DELEGATE AGENCY receiving funds pursuant to this contract.
- B. The DELEGATE AGENCY further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements" as provided in Exhibit A attached hereto.

SECTION 11. TRAFFICKING IN PERSONS.

1. Provisions applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

Community Services Block Grant, Project Access

- i. Is determined to have violated a prohibition in paragraph 1.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.1 of this award term through conduct that is either—
 1. Associated with performance under this award; or
 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 376.
2. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 1. Is determined to have violated an applicable prohibition in paragraph 1.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 376.
3. Provisions applicable to any recipient.
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph 1.2 or 2 of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph 1.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 1. “Employee” means either:

Community Services Block Grant, Project Access

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

SECTION 12. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes, and regulations of the State of Kansas and local governments.

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

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

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

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

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

SECTION 18. POLITICAL ACTIVITY PROHIBITED.

- A. None of the funds, materials, property or services provided directly under this contract shall be used for partisan political activity.
- B. The funds provided under this contract shall not be engaged in any way in contravention of 5 USC 15.

SECTION 19. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation or appropriations pending before the Congress of the United States of America, the Legislature of the State of Kansas, or the Wichita City Council.

SECTION 20. PAYMENTS.

- A. Compensation and Method of Payment. Compensation and method of payment from the CITY to the DELEGATE AGENCY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the CITY.
- B. Total Payments. Total payments to the DELEGATE AGENCY from the CITY will not exceed \$200,000 as cited in the total of Exhibit C, attached.
- C. Restriction on Disbursements. No contract funds shall be disbursed to a DELEGATE AGENCY or contractor except pursuant to a written contract that incorporates by reference the general conditions of this contract.
- D. Unearned Payments. Under this contract unearned payments shall be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the KHRC at any time; or if the Community Services Block Grant funds to the City of Wichita under the ACT are suspended or terminated.

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

Community Services Block Grant, Project Access

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

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

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

SECTION 23. TERMINATION CLAUSE. Upon breach of the contract by the DELEGATE AGENCY, the CITY by giving written notification may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through 28 or referenced therein, exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. This contract may also be terminated by mutual agreement of the parties or because the CITY's Community Services Block Grant funding is not appropriated or it is, or is to be, terminated or defunded. If contract termination occurs, as a result of factors other than breach of the contract terms by the DELEGATE AGENCY, the contract cancellation procedure set forth in Sections 21 and 22 of this contract shall take effect.

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

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

SECTION 26. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the DELEGATE AGENCY, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the CITY all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular product, products, or services purchased or acquired by the DELEGATE AGENCY pursuant to this contract.

SECTION 27. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COSTS PRINCIPLES. During the administration of this contract, the DELEGATE AGENCY shall comply with and adhere to applicable provisions of 2 C.F.R. Part 200, Subparts A through E.

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

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

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

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

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated hereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity

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

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

PERFORMANCE CRITERIA
CONTRACT OBJECTIVES

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

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

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

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

FOURTH, the DELEGATE AGENCY understands and agrees that the \$200,000 in Community Services Block Grant Program funds shall be the maximum amount provided by the CITY under this contract per Exhibit C. Costs exceeding \$200,000 shall be born in full by the DELEGATE AGENCY.

CONTRACT PROVISIONS SPECIFIC TO THE PROJECT'S SCOPE OF SERVICES

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

1. The DELEGATE AGENCY is solely responsible for the certification of eligible applicants for physician-authorized medications and/or durable medical supplies.
2. The DELEGATE AGENCY will process at least 17,780 physician-authorized medications through local pharmacies and other providers as appropriate; 70 percent (or 910) of total patients served will fall within the CSBG program guidelines; and 70 percent (or \$9,240,000) of total leveraged donated medical services will be provided to CSBG-eligible patients.
3. Through a contractual agreement with the Central Plains Health Care Partnership's Project Access, CSBG funds are used to provide only physician-authorized medications, medical supplies and durable medical equipment to persons with incomes at or below 125% of federal poverty guidelines. Project Access coordinates the health care needs of Wichita area low-income individuals with medical service providers willing to provide the care at no or reduced cost. Consequently, low income individuals will be able to obtain the medical care they need. No DELEGATE AGENCY equipment or materials may be purchased.
4. The DELEGATE AGENCY agrees that all payments under this contract shall be in accordance with established budgeting, purchasing, and accounting procedures of the CITY.
5. The DELEGATE AGENCY agrees to make written requests to the CITY for cost-reimbursement during the contract period. This is a cost-reimbursement contract. Disbursement of funds under this contract may be requested only for necessary, reasonable, and allowable costs described therein, and for which the DELEGATE AGENCY has made payment during the period of performance set forth in Section 2. The City agrees to reimburse the DELEGATE AGENCY for such costs, and payment shall be made upon receipt of a request for reimbursement form, CSBG 2016/2017 Cost Control Statement accompanied by a monthly progress report from the DELEGATE AGENCY specifying the services performed and expenses incurred. All requests for reimbursement must be accompanied by an invoice which identifies the address to which payment should be remitted, documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.), the names of clients who received the services, and other supporting documentation. Supporting documentation must be accompanied by an agency payment voucher providing this information and a copy of the signed check with which the payment was made. The DELEGATE AGENCY will provide quarterly

documentation that at least 50% of the persons served by the service coordinators and 100% of the persons for whom CSBG-funded prescriptions are purchased, are CSBG-eligible. Additionally, Project Access agrees to report, to the extent possible, the percentage of donated prescriptions secured by the Prescriptions Assistance Coordinator that benefitted CSBG-eligible persons. Requests for Reimbursement must be received by the 20th day of the month following the month during which the expenditure was paid.

6. The DELEGATE AGENCY agrees to claim reimbursement only from the City under this Agreement and not for any portion of its obligations that have been paid by another source of revenue.
7. The DELEGATE AGENCY agrees that CSBG funds shall not be disbursed except pursuant to a written contract, which incorporates by reference the general conditions of this Agreement. Disbursements may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated.
8. The DELEGATE AGENCY agrees that all payments made are subject to its compliance with this Agreement. Any breach of the contract is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
9. The DELEGATE AGENCY agrees that closeout billings must be submitted before August 31, 2017. If not submitted, the unexpended funds shall revert to the City of Wichita.
10. The DELEGATE AGENCY agrees to provide fiscal reports, listing financial expenditure information in the detail required for the City to determine the financial status of the project and the amount of funds expended for applicants served during the reporting time period. The CITY will specify in writing the reporting periods for the fiscal reports and the dates that they are due.
11. The DELEGATE AGENCY agrees to provide such demographic reports as are determined necessary by the CITY and the Kansas Housing Resources Corporation.

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of September 2016.

TERMS HEREIN CONTROLLING PROVISIONS:

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

AGREEMENT WITH KANSAS LAW:

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

TERMINATION DUE TO LACK OF FUNDING APPROPRIATION:

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

DISCLAIMER OF LIABILITY:

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

ANTI-DISCRIMINATION CLAUSE:

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of the preceding paragraph (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

ACCEPTANCE OF CONTRACT:

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

ARBITRATION, DAMAGES, WARRANTIES:

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

REPRESENTATIVE'S AUTHORITY TO CONTRACT:

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

RESPONSIBILITY FOR TAXES:

The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

INSURANCE:

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

INFORMATION:

No provisions of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*

THE ELEVENTH AMENDMENT:

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

EXHIBIT – E

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

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

The undersigned contractor certifies that:

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

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

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the applicable provisions of Federal Regulations, implementing, Executive Order 12549, Government-wide Debarment and Suspension, Uniform Requirements for Federal Awards (2 C.F.R. Part 200), and for the Department of Health and Human Services (2 C.F.R. Part 376, 45 C.F.R. 75.212, and 45 C.F.R. Part 76).

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

Drug-Free Workplace: This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for federal agencies (2 C.F.R. Part 182), for the Department of Health and Human Services (2 C.F.R. Part 382).

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 C.F.R. 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All *direct charge* employees; (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees or subrecipients or subcontractors in covered workplaces).

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

Community Services Block Grant, Project Access

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

Community Services Block Grant, Project Access

Central Plains Health Care Partnership, Inc.

Contract Number _____.

Thomas Bloxham, M.D., President

Date

CITY OF WICHITA

Jeff Longwell, Mayor
City of Wichita

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to form:

Jennifer Magana
Director of Law and City Attorney

Date

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

SUBJECT: Substantial Amendment to the 2016-2017 Third Program Year Action Plan

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing, confirm the contents of the substantial amendment to the 2016-17 Third Program Year Action Plan, authorize the submission of the substantial amendment to the U.S. Department of Housing and Urban Development, and authorize the necessary funding agreements and signatures.

Background: Wichita is recognized as an “entitlement” city by the U.S. Department of Housing and Urban Development (HUD). This designation is based on a federal formula which looks at total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. The City is an “entitlement” area and therefore receives Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant funding. The City is required to develop a five-year consolidated plan, and to submit one-year action plans for each of the five years.

The current (2016-2017) Annual Action Plan was prepared based on the annual allocation of CDBG funds. Due to the receipt of program income and unexpended funds recaptured from prior year activities, there are additional funds available to program.

Analysis: Over the last several years, the City has received program income due to the repayment of loans and disposition of properties initially funded with CDBG funds. Additionally, remaining or unexpended funds that have previously been allocated for eligible projects have been recaptured for new programming.

The proposed amendment seeks to add three projects consisting of economic development, commercial rehabilitation and public service for homeless activities:

1. Save-A-Lot Grocery Store
Honor Capital, LLC, contemplates the opening of a grocery store, Save-A-Lot, at 1640 S. Broadway (D3). The location was formerly a Dillon’s. The project would meet a critical need by providing residents with nearby access to fresh food and other consumption items.

Honor Capital requests a \$400,000 loan using CDBG funds pursuant to Title 24 Code of Federal Regulations (CFR) 570.203(a) and (b). This provision allows a private, for-profit business to carry-out an economic development project. All uses of funds would go toward the establishment of the business and not become permanent improvements to the leased building. The term of the loan would be for 30 years with annualized payments based upon available surplus cash. The interest rate would be based upon the long term Applicable Federal Rate, which is currently 2.24

percent. The operating pro-forma forecasts an average annual payment of \$70,000, whereby the City would be fully re-paid within ten years.

The City's \$400,000 contribution, representing 30 percent of the total project cost, would leverage \$950,000 of private investment. The proposed business operation would provide a public benefit for at least 1,143 low and moderate income households and create 12 FTE positions for neighborhood residents.

The store plans to be open for business prior to Thanksgiving 2016.

2. Dunbar Theatre

Power Community Development Corporation (CDC) seeks \$65,000 for interior planning and rehabilitation of the culturally distinctive Dunbar Theatre located at 1007 N. Cleveland (D1). The City's contribution would leverage nearly \$1,000,000 from Power CDC to rehabilitate the theater's interior. The City's funds would allow Power CDC to refresh the assessment of the venue's interior capital deficiencies, confirm or revise goals established in 2006, outline market demands and economic potential, and yield a design of an arts and entertainment program model. The program model itself would incorporate cultural, commercial, and community uses, detailing operational and financial needs to help Power CDC determine the most advantageous governance and operations model to make the case for private investment and community engagement.

Capital Survey/Engineering	\$16,300
Architectural and Space Planning	\$14,100
Artistic Program and Operations Plan	\$24,600
Compliance/Reporting/Community Engagement	\$10,000
Total	\$65,000

The proposed activity aligns with Title 24 CFR 570.202, allowing the rehabilitation and preservation of a commercial building owned by a non-profit organization. The interior and artistic programming design will capitalize on the exterior work that was done using more than \$294,000 of discretionary funds received directly from the U.S. Department of Housing and Urban Development in 2006.

The Housing and Community Services Department will work with the Law Department to draft a Grant Agreement with Power CDC as the sub-recipient and will execute the agreement upon City Council authorization. The project deliverables would be completed by June 30, 2017.

3. Salvation Army

The Salvation Army Homeless Services Program provides a 34-bed transitional housing and comprehensive case management services to homeless families and single women in the community who are without other housing resources. The Salvation Army Transitional Program is located at 350 N. Market, Wichita, Kansas, 67202 (D6). The Salvation Army requests \$40,000 in CDBG funds to help defray the costs associated with operating the Transitional Housing facility. The proposed use of Public Service funds in accordance with Title 24 CFR 570.201(e) is as follows:

Electricity	\$7,000
Gas	\$4,000
Insurance	\$8,500
Trash	\$900
Water	\$2,000
Janitorial Supplies	\$4,000
Property Upkeep and Repairs	\$6,100

Food	\$7,500
Total	\$40,000

This facility-based transitional housing program provides an interim step between living in an emergency shelter or on the street and living in the community. Participants are given a safe and supportive environment to practice newly-acquired skills and given the time to stabilize their family unit. Staff are available on-site to provide 24-hour a day guidance and supervision. Residents may remain in the facility for up to one year and are given the opportunity to remain in the program (and continue to receive program services) once they move back into the community. Total program involvement cannot exceed two years.

The Housing and Community Services Department will work with Law to draft a Grant Agreement with the Salvation Army as the sub-recipient and will execute the agreement upon City Council authorization. The project deliverables would be completed by June 30, 2017.

A summary of the Substantial Amendment was made available for public review and comment from June 22 through July 22, 2016. Three written comments were received from the public. One comment was in support of funding for the Save-A-Lot, and one comment recommended increasing funding for bicycle and pedestrian projects. The third comment recommended expanding the scope of the Home Repair activity to include bedbug treatment, making Training and Employment funding available for community programs to submit proposals, and included a question regarding how economic development projects were identified and goals determined.

4. Public Service Category

The Housing and Community Services Department also seeks to reallocate funding within the Public Service category. The amount of \$39,173 should be reduced from the uncommitted Public Service Cap of \$109,810 and allocated to Training and Employment. This reallocation will restore the \$225,000 committed to this activity. The Salvation Army’s proposed activity in the amount of \$40,000 will also be deducted from uncommitted Public Services Cap, leaving an unallocated amount of \$30,637.

There are also additional revisions to the Third Year Annual Action Plan that are not substantial that need to be amended and restated:

5. The total amount of the HOME allocation has increased by \$6,226 to \$1,157,550. This amount changes the allocation for Administration (10%). The additional funds will assist the Department to increase the number of first-time homebuyers via the HOMEownership 80 Program.
6. The CDBG Administration and Planning amounts have been revised to reflect the increased indirect cost allocation with its subsequent decrease to Program Management.
7. Mandated Consolidated Plan Activities, such as environmental reviews, will be undertaken by the Housing and Community Services Department, rather than the Planning Department. Therefore, the \$10,000 previously designated for Planning has been re-allocated to Program Management.

Financial Consideration: There is no impact to the General Fund as a result of these actions.

Legal Consideration: The Law Department has approved the substantial amendment as to form.

Recommendation/Actions: It is recommended that the City Council close the public hearing, confirm the contents of the substantial amendment to the 2016-17 Third Program Year Action Plan, authorize the submission of the substantial amendment to the U.S. Department of Housing and Urban Development, and authorize the necessary funding agreements and signatures.

Attachments:

Allocation spreadsheet

Summary of the Substantial Amendment to the 2016-2017 Third Program Year Annual Action Plan

Executive Summary

1. Introduction

The 2016-17 Annual Action Plan is the third year of the City of Wichita 2014-2018 Consolidated Plan, which provides a basis and strategy for the use of federal funds allocated to the City of Wichita by the U.S. Department of Housing and Urban Development. Programs and activities identified in this Plan are intended to primarily benefit low- and moderate-income residents of the City of Wichita and neighborhoods with high concentrations of low- and moderate-income residents, which will ultimately benefit the city as a whole. This plan is the product of citizen participation, public hearings, and consultations with other agencies, groups and organizations involved in the development of affordable housing, creation of job opportunities for low and moderate-income residents, and/or provision of services to children, elderly persons, persons with disabilities, and homeless persons. A complete draft of this Plan was made available for public review and comment during the period of March 16, 2016, through April 15, 2016, and approved for submission to HUD following a public hearing on this matter during the regular meeting of the City Council on May 3, 2016, at 9:00 a.m. at Wichita City Hall, 455 N. Main Street. The approved plan included the use of \$2,679,570 from the 2016-17 annual allocation of Community Development Block Grant (CDBG) funds, and \$785,000 from prior year funds for a total spending plan utilizing \$3,464,570 in CDBG funds.

Due to the receipt of program income and unexpended funds recaptured from prior year activities, there are additional CDBG funds which may now be programed.

The purpose of this Substantial Amendment to the 2016-17 Third Program Year Action Plan is to program an additional \$544,173 recaptured and/or unallocated funds, as well as to amend and restate expenditures related to indirect costs and program management.

2. Summarize the objectives and outcomes identified in the Plan

The theme of the City's 2014-2018 Consolidated Plan is "Creating Communities of Choice." Following that theme, activities identified in the plan prioritize housing needs in the core of the city by developing and/or maintaining strong infrastructure to enhance the living and working environment, as well as providing activities to support the needs of the people who live and/or work in these areas. The City will continue supporting services for the homeless, with a strong emphasis on permanent housing solutions, as well as activities to develop the capacity of low-to-moderate income families through job training, employment, and asset-building initiatives.

The Substantial Amendment to the 2016-17 Plan will not change the objectives and outcomes previously identified, but will provide additional funding to enhance the outcomes for planned activities and to allow for new activities that will support the goals identified in the approved Plan.

3. Evaluation of past performance

The City of Wichita has a history of successful administration of federal programs for housing, as well as community planning and development. That system is firmly in place and will continue for future administration of Consolidated Plan funds. It includes professional administration by City staff and partnerships and contracts with community agencies. Results of the City's administration of programs funded with Consolidated Plan resources are reported using the Consolidated Annual Performance and Evaluation Report (CAPER) format and can be found on the City's website.

4. Summary of Citizen Participation Process and consultation process

For the City of Wichita, citizen participation is a vital component of the consolidated planning process. To encourage Wichita citizens to be involved in establishing priorities regarding planning and funding public programs and activities, the Housing and Community Services Department has developed a Citizen Participation Plan which uses various media formats to engage the public in identifying needs and priorities. All citizens are encouraged to participate in the development and review of the Consolidated Plans and Annual Plans, including substantial amendments, and the Consolidated Annual Performance and Evaluation Reports (CAPER). Notice of public hearings and comment periods will be published in the designated official newspaper or newspapers of general circulation, and advertised on the City-7 cable television channel.

This summary of the Substantial Amendment was made available for public review and comment from June 22 through July 22, 2016. Hard copies of the summary were available at the following sites:

City Hall

- City Council Office

Housing and Community Service Department

Wichita Public Library

- Central Library
- Lionel Alford
- Ford Rockwell
- Westlink

Neighborhood Resource Centers

- Atwater
- Evergreen
- Colvin

Three written comments were submitted. One comment was in support of funding for the Save-A-Lot, and one comment recommended increasing funding for bicycle and pedestrian projects. The third comment recommended expanding the scope of the Home Repair activity to include bedbug treatment, making Training and Employment funding available for community programs to submit proposals, and included a question regarding how economic development projects were identified and goals determined.

All comments were accepted and considered in the development of the substantial amendment presented for final approval.

Expected Resources: 2016-2017

Program	Uses of Funds	Expected Amount Available Year 3			
		Annual Allocation:	Program Income:	Prior Year Resources:	Total:
CDBG	Public Services				
	Housing			\$785,000	\$3,464,570
	Public Improvements				
	Admin and Planning	\$2,679,570	0	\$1,329,173	\$4,008,743
HOME	Acquisition				
	Homebuyer assistance				
	Homeowner rehab	\$1,151,324			\$1,151,324
	New construction for ownership				
	Administration	\$1,157,550	0	0	\$1,157,550
ESG	Administration				
	Overnight shelter				
	Prevention				
	Rapid Re-housing				
	HMIS	\$237,011	0	0	\$237,011

This substantial amendment will revise the numbers illustrated in bold text, above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Home Repair	2014	2018	Affordable Housing	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Safe Affordable Housing	CDBG: \$1,140,156	Other: 250 households
2	Code Enforcement	2015	2018	Affordable Housing	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Safe Affordable Housing	CDBG: \$50,000	Other: 50 Housing Units
3	New Housing Development (single/multi-family)	2014	2018	Affordable Housing	WICHITA NEIGHBORHOOD REVITALIZATION AREA LOCAL INVESTMENT AREA	Safe Affordable Housing	HOME: \$600,000	Homeowner Housing Added: 10 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Homebuyer Assistance	2014	2018	Affordable Housing	WICHITA NEIGHBORHOOD REVITALIZATION AREA LOCAL INVESTMENT AREA	Safe Affordable Housing	HOME: \$306,192 \$311,795	Direct Financial Assistance to Homebuyers: 14 Households Assisted
5	Housing First	2014	2018	Homeless	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Homelessness	CDBG: \$68,500	Other: 64 Persons Assisted
6	Homeless Assistance (Shelters)	2014	2018	Homeless	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Homelessness	ESG: \$142,206	Homeless Person Overnight Shelter: 500 Persons Assisted Other: 1,500 Other
7	Rapid Re-Housing	2014	2018	Homeless	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Homelessness	ESG: \$35,719	Homelessness Prevention: 15 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Homeless Prevention	2014	2018	Homeless	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Homelessness	ESG: \$40,000	Homelessness Prevention: 20 Persons Assisted
9	Homeless Management Information System (HMIS)	2014	2018	Homeless	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Homelessness	ESG: \$1,311	Other: 0
10	Women's Services	2014	2018	Homeless	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Homelessness	CDBG: \$250,000	Homeless Person Overnight Shelter: 400 Persons Assisted
11	Boarded Up House Program	2014	2018	Non-Housing Community Development	WICHITA NEIGHBORHOOD REVITALIZATION AREA LOCAL INVESTMENT AREA	Neighborhood Stabilization	HOME: \$130,000	Homeowner Housing Added: 2 Household Housing Units

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
12	Office of Community Engagement	2014	2018	Non-Housing Community Development	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Non Housing Community Development	CDBG: \$385,000	Other: 5,000 Persons Assisted
13	Training and Employment	2014	2018	Non-Housing Community Development	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Non Housing Community Development	CDBG: \$185,827 \$225,000	Jobs created/retained: 130 Jobs
14	Youth Enrichment and Crime Prevention	2014	2018	Non-Housing Community Development	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Non Housing Community Development	CDBG: \$164,173	Other: 4,040 persons

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
15	Program Administration	2014	2018	Program Administration	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Non Housing Community Development	CDBG: \$535,914 HOME: \$115,132 \$115,755 ESG: \$17,775	Other: 0 Other
16	Neighborhood Stabilization	2014	2018	Non-Housing Community Development	LOCAL INVESTMENT AREA	Safe Affordable Housing Neighborhood Stabilization	CDBG: \$685,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
NEW	Transitional Housing	2016	2017	Public Services	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Homelessness	CDBG \$40,000	

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
NEW	Economic Development	2016	2046	Non-Housing Community Development	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Economic Development	CDBG \$400,000	Low/Moderate income area benefiting at least 1,143 persons
NEW	Economic Development	2016	2017	Non-Housing Community Development	WICHITA NEIGHBORHOOD REVITALIZATION AREA REDEVELOPMENT INITIATIVE AREA LOCAL INVESTMENT AREA	Community Economic Development	CDBG \$65,000	Low/Moderate income area benefiting at least 1,143 persons

Table 1 – Goals Summary

CDBG Allocation Spreadsheet, proposed amended August 2, 2016					
COMMUNITY DEVELOPMENT BLOCK GRANT	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Public Facilities and Infrastructure Improvements	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	RECOMMENDATION
PUBLIC WORKS & UTILITIES	\$75,000	\$75,000	\$402,020	\$1,340,000	\$625,000
Hazardous Street or Sidewalk Repair	\$75,000	\$75,000	0	0	\$200,000
DIV Street Paving - Dora & Everett			\$367,020	\$115,000	
DI Sidewalk Replacement - 11th Street			\$35,000	\$75,000	
Green Street Bikeway				\$400,000	
Pedestrian Crossing 9th & McLean				\$150,000	
Market & Topeka Bike Path				\$300,000	
Mt. Vernon Bike Path					\$125,000
DI Opportunity Area infrastructure improvements				\$300,000	\$300,000
METROPOLITAN AREA BUILDING & CONSTRUCTION DEPARTMENT	\$100,000	\$90,000	\$0	\$0	\$60,000
Demolition and Clearance of Dangerous and Unsafe Buildings	\$100,000	\$90,000	0	0	\$60,000
PARKS & RECREATION	\$0	\$0	\$130,000	\$350,000	\$0
Glen Dey Park Improvements			\$50,000		
Friendship Park Improvements			\$80,000		
Ash Park Improvements				\$250,000	
Fairmount Park Improvements				\$100,000	
ECONOMIC DEVELOPMENT					\$465,000
Dunbar Theater/Power CDC					\$65,000
Save-A-Lot					\$400,000
TOTAL CAPITAL/DEMOLITION PROJECTS	\$175,000	\$165,000	\$532,020	\$1,690,000	\$1,150,000
TOTAL AMOUNT FROM PRIOR YEAR UNALLOCATED		\$75,000	\$532,020	\$1,690,000	\$1,150,000
COMMUNITY DEVELOPMENT BLOCK GRANT	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Housing Activities	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	RECOMMENDATION
HOME IMPROVEMENT PROGRAM SERVICES	\$965,313	\$1,147,495	\$1,142,000	\$1,179,251	\$1,140,156
Home Improvement Program Administration	\$369,091	\$369,091	\$389,000	\$389,000	\$389,000
Home Repair	\$546,222	\$758,984	\$753,000	\$740,251	\$751,156
Neighborhood Clean-Ups	\$50,000	\$19,420			
Demolition Activities Related to HOME				\$50,000	
MABCD Code Enforcement				\$100,000	\$50,000
HOMEOWNERSHIP 80 PROGRAM				\$100,000	
2% HOME IMPROVEMENT LOAN PROGRAM				\$30,000	
TOTAL HOUSING PROJECTS	\$965,313	\$1,147,495	\$1,142,000	\$1,409,251	\$1,190,156
TOTAL AMOUNT FROM PRIOR YEAR UNALLOCATED	\$0	\$0	\$0	\$324,661	\$100,000
COMMUNITY DEVELOPMENT BLOCK GRANT	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Administration and Planning - 20% CAP	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	RECOMMENDATION
HOUSING AND COMMUNITY SERVICES	\$414,993	\$464,511	\$458,609	\$526,574	\$535,914

CDBG Indirect Costs	\$54,993	\$59,511	\$84,124	\$121,574	\$219,879
CDBG Program Management	\$355,000	\$400,000	\$369,485	\$400,000	\$311,035
Fair Housing Initiatives	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
PLANNING DEPARTMENT	\$25,000	\$25,000	\$25,000		\$0
Mandated Consolidated Plan Activities	\$25,000	\$25,000	\$25,000		
TOTAL ADMINISTRATION	\$439,993	\$489,511	\$483,609	\$526,574	\$535,914
TOTAL AMOUNT FROM PRIOR YEAR UNALLOCATED	\$0	\$0	\$0	\$31,794	\$0
COMMUNITY DEVELOPMENT BLOCK GRANT	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Public Services - \$1,163,310 Cap	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	RECOMMENDATION
CITY MANAGER'S OFFICE - OFFICE OF COMMUNITY EGAGEMENT	\$331,757	\$428,626	\$385,000	\$385,000	\$385,000
Atwater	\$78,301	\$110,591	\$120,591	\$127,186	
Colvin	\$90,608	\$122,898	\$144,978	\$136,158	
Evergreen	\$83,531	\$83,531	\$119,431	\$121,656	
Stanley	\$79,317	\$111,606			
HOUSING AND COMMUNITY SERVICES	\$118,593	\$78,593	\$68,500	\$68,500	\$68,500
Housing First Project Coordinator	\$68,593	\$78,593	\$68,500	\$68,500	\$68,500
Job Training-CDO	\$50,000	0	0	0	0
DOMESTIC VIOLENCE SHELTER SERVICES	\$275,000	\$275,000	\$250,000	\$250,000	\$250,000
Catholic Charities Harbor House	\$110,000	\$105,036	\$96,745	\$96,936	\$96,936
StepStone, Inc.	\$26,000	\$26,000	\$23,433	\$23,000	\$23,000
YWCA of Wichita - Women's Crisis Center/Safehouse	\$139,000	\$143,964	\$129,822	\$130,064	\$130,064
YOUTH CRIME PREVENTION AND ENRICHMENT	\$125,000	\$125,000	\$125,000	\$125,000	\$164,173
YMCA- Middle School After School	\$104,000	\$101,907	\$103,090	\$125,000	\$103,000
Big Brothers Big Sisters					\$39,173
DCCCA Inc					\$22,000
Rainbows United	\$21,000	\$23,093	\$21,910	\$0	
TRAINING AND EMPLOYMENT	\$139,095	\$188,177	\$275,000	\$225,000	\$225,000
The Way to Work	\$139,095	\$146,650	\$225,000	\$225,000	\$5,000
The Way to Work For Life			\$25,000		
YMCA- Job Prep		\$41,527	\$25,000		
To Be Determined					\$220,000
HOMELESS ASSISTANCE/TRANSITIONAL HOUSING					\$40,000
Salvation Army					\$40,000
TOTAL PUBLIC SERVICES	\$989,445	\$1,095,396	\$1,103,500	\$1,053,500	\$1,132,673
TOTAL AMOUNT FROM PRIOR YEAR UNALLOCATED	\$0	\$41,527	\$50,000	0	\$79,173
TOTAL ANNUAL AWARD	\$2,569,751	\$2,780,875	\$2,679,109	\$2,632,870	\$2,679,570
TOTAL AMOUNT FROM PRIOR YEAR UNALLOCATED	\$0	\$116,527	\$582,020	\$2,046,455	\$1,329,173
TOTAL ALLOCATED	\$2,569,751	\$2,897,402	\$3,261,129	\$4,679,325	\$4,008,743

HOME Allocation Spreadsheet, proposed amended August 2, 2016					
HOME INVESTMENT PARTNERSHIPS PROGRAM	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
HOME Activities	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	RECOMMENDATION
HOME Investment Partnerships Administration	\$107,518	\$104,740	\$108,523	\$98,709	\$112,803
HOME Indirect Costs	\$15,010	\$18,050	\$15,362	\$12,075	\$2,952
HOME Operating Funds for CHDO's	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
HOMEownership 80 Program	\$429,286	\$383,014	\$319,972	\$288,224	\$311,795
Boarded-Up House Program	\$100,000	\$100,000	\$125,000	\$125,000	\$130,000
Housing Development Loan Program	\$235,000	\$147,637	\$250,000	\$250,000	\$250,000
Deferred Loan Program	\$0	\$157,506	\$70,000	\$0	\$0
TOTAL HOME PROJECTS	\$936,814	\$960,947	\$938,857	\$824,008	\$857,550
TOTAL AMOUNT FROM PRIOR YEAR UNALLOCATED	\$0	\$0	\$0	\$0	\$0
HOME INVESTMENT PARTNERSHIPS PROGRAM	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
CHDO Set Aside Projects	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	RECOMMENDATION
TOTAL CHDO SET ASIDE	\$288,461	\$266,959	\$300,000	\$283,836	\$300,000
Mennonite Housing Rehab Services	\$149,270	\$175,000	\$186,900	\$190,000	\$200,000
Single Family Home Development	\$149,270	\$175,000	\$186,900	\$190,000	
Power CDC	\$130,730	\$91,959	\$0	\$93,836	
Single Family Home Development	\$130,730	\$91,959	\$0	\$93,836	
Universal Design	\$8,461	\$0	\$0	\$0	
Unallocated CHDO Set Aside Funding	\$0	\$0	\$113,100	\$0	100,000
TOTAL CHDO SET ASIDE PROJECTS	\$288,461	\$266,959	\$300,000	\$283,836	\$300,000
TOTAL AMOUNT FROM PRIOR YEAR UNALLOCATED	\$0	\$0	\$0	\$0	\$0
TOTAL ANNUAL AWARD	\$1,225,275	\$1,227,906	\$1,238,857	\$1,107,844	\$1,157,550
TOTAL AMOUNT FROM PRIOR YEAR UNALLOCATED	\$0	\$0	\$0	\$0	\$0

ESG Allocation Spreadsheet, adopted May 3, 2016					
Emergency Solutions Grant	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Homeless Assistance	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	COUNCIL ALLOCATION	RECOMMENDATION
HOMELESS ASSISTANCE - 60% CAP	\$133,159	\$112,100	\$135,166	\$135,166	\$142,206
Catholic Charities - Harbor House	\$15,000	\$12,600	\$17,891	\$17,891	\$18,000
Catholic Charities - St. Anthony Family Shelter	\$25,000	\$21,000	\$21,000	\$25,000	\$25,000
Inter-Faith Inn	\$21,500	\$18,100	\$18,100	\$17,195	\$17,195
Inter-Faith Warming Souls Shelter	\$0	\$0	\$6,724	\$6,724	\$6,724
The Salvation Army	\$25,000	\$21,000	\$21,000	\$12,305	\$14,237
United Methodist Open Door - Homeless Resource Center	\$35,000	\$29,400	\$29,400	\$35,000	\$40,000
YWCA Women's Crisis Center	\$11,659	\$10,000	\$21,051	\$21,051	\$21,050
HOMELESS PREVENTION	\$28,535	\$15,232	\$18,124	\$21,105	\$40,000
Center of Hope - Rent Assistance	\$28,535	\$15,232	\$18,124	\$21,105	\$20,000
Salvation Army-Emergency Social Services					\$20,000
RAPID RE-HOUSING	\$41,440	\$45,696	\$54,370	\$63,315	\$35,719
City of Wichita- Housing and Community Services	\$41,440	\$45,696	\$54,370	\$63,315	\$35,719
HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)	\$3,500	\$383	\$1,311	\$1,311	\$1,311
United Way of the Plains	\$3,500	\$383	\$1,311	\$1,311	\$1,311
PROGRAM ADMINISTRATION - 7.5% CAP	\$16,754	\$14,060	\$16,944	\$17,910	\$17,775
City of Wichita- Housing and Community Services	\$11,169	\$9,373	\$11,296	\$11,939	\$11,850
City Indirect Cost	\$5,585	\$4,687	\$5,648	\$5,971	\$5,925
TOTAL ANNUAL AWARD	\$223,388	\$187,471	\$225,915	\$238,807	\$237,011

City of Wichita
City Council Meeting
August 2, 2016

TO: Wichita Housing Authority Board
SUBJECT: Public Housing Admissions and Continued Occupancy Policy Revisions
INITIATED BY: Housing and Community Services Department
AGENDA: Wichita Housing Authority Board (New Business)

Recommendation: Approve revisions to the Public Housing Admissions and Continued Occupancy Policy (ACOP).

Background: The Governing Board of the Wichita Housing Authority (WHA) must approve revisions to the ACOP before changes can be implemented. The significant amendment to the 2016 Annual PHA Plan changes the method in which vacant Public Housing units will be offered to eligible applicants. Currently, the WHA staff offer one unit to an applicant. If the unit is not accepted, the applicant is removed from the program, but eligible to re-apply.

Analysis: The WHA proposes adding a new Section VI to read as follows:

VI. UNIT OFFERS

- A. The WHA staff will issue viewing notices to eligible applicants who have been selected from the waiting list according to the date and time of applications. The viewing notice will state the addresses of vacant units that match the size needed by the applicants according to the number, age and gender of household members (Section V).
- B. Within three days of the date on the viewing notice, applicants must submit a written acceptance to the WHA for the house or apartment chosen.
- C. Applicants who do not select one of the vacant units on the viewing notice may continue to wait for an appropriate unit or may choose to leave the program.

This proposed method will offer the applicants greater options without losing position on waitlist for housing near jobs, schools and social supportive networks. Applicants who choose not to accept any of the vacant units in a viewing notice will remain at the top of the waiting list and will be offered additional choices as units become available.

This method will affirmatively further fair housing as there are no barriers.

Financial Considerations: Giving Public Housing applicants greater housing choices will increase occupancy to the point of HUD providing full administrative fees to the Housing Authority. Low occupancy has caused WHA to lose approximately \$109,000 annually.

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

Recommended Action: It is recommended that the Wichita Housing Authority Board approve revisions to the Public Housing ACOP.

Attachment: None

City of Wichita
City Council Meeting
August 2, 2016

TO: Wichita Housing Authority Board

SUBJECT: Significant Amendment to the 2016 Annual Plan

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Board (New Business)

Recommendation: Consider and approve the Significant Amendment to the 2016 Annual Plan for the Wichita Housing Authority (WHA).

Background: A Significant Amendment or Substantial Deviation/Modification may only be adopted at a duly called public meeting of the governing board of the WHA pursuant to the Quality Housing and Work Responsibility Act of 1998 (QHWRA). The proposed amendment can only be implemented after the U.S. Department of Housing and Urban Development (HUD) has given approval.

In accordance with QHWRA, a 45-day public comment period was conducted from June 17, 2016, through August 1, 2016. Public notices were published in the Community Voice and the Wichita Eagle as well as being posted on the Housing and Community Services' website. The WHA has not received any comments at this time.

The WHA's 2016 Annual Plan currently states applicants are given one opportunity to accept an assigned size appropriate dwelling unit. If the unit is not accepted, applicants are removed from the program but may reapply. The WHA proposes to amend its Plan to offer greater housing options. Applicants are able to view available units now on the City's website using an interactive mapping feature and see photos as well as read property descriptions. Units are also shown by appointment with the WHA staff.

Analysis: If the proposed amendment is approved, the WHA staff would offer multiple units to groups of applicants based on the order applications are received and eligible unit size. Units would be removed from availability as leases are executed. Applicants who do not accept offered units will remain at the top of the waiting list and will be presented additional units subject to availability. This proposed method will offer applicants greater housing choices to accommodate household needs. Living near jobs, schools and support networks promotes housing stability. The recommended action conforms to the City's obligation to affirmatively further Fair Housing regulations.

Financial Considerations: The proposed modification is anticipated to decrease vacancies, increase rental income and allow the WHA to receive its full administrative fee from HUD.

Legal Considerations: The Law Department has reviewed the Significant Amendment to the 2016 Annual Plan for the WHA and has approved as to form.

Recommended Action: It is recommended that the Wichita Housing Authority Board approve the Significant Amendment to the 2016 Annual Plan for the WHA.

Attachment: None

City of Wichita
City Council Meeting
August 9, 2016

TO: Mayor and City Council

SUBJECT: Community Event Resolution, Wichita Convoy of Hope (District III)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Adopt the Resolution to authorize a use not allowed by the Wichita-Sedgwick County Unified Zoning Code (UZC) at the Wichita Convoy of Hope on August 6, 2016, and approve the permit for the community event.

Background: A community event application has been submitted for the Wichita Convoy of Hope, scheduled for August 6, 2016, at 3777 S. Meridian as operated by Bethel Life Center. The purpose of the event is to provide various goods and services to the underserved and impoverished in Wichita through community outreach. The proposed event site does not meet the requirements of the UZC because a portion of the event premises to be used for vehicle parking and egress from the site by volunteers and persons attending the event is unpaved. The provisions of Article IV, Section A (2) of the UZC do not allow the use of unsurfaced areas for vehicle parking or unsurfaced driveways for vehicular travel. Section 3.11.090(h) of the Code of the City of Wichita, provides that a proposed community event may not violate any law of the City of Wichita; however, a use not allowed by the UZC and the community event permit may be approved by the City Council after a public hearing. A use not allowed by the UZC may be permitted for a duration not exceeding 10 calendar days. In accordance with the City Code, a resolution is required authorizing the proposed noncompliant use and approving the permit for the community event. Upon the close of the public hearing, review of the application for the community event and consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, the Council shall determine if approval for the use not allowed and permit for the community event should be given.

Analysis: Staff has reviewed the application for the community event with the proposed use not allowed by the UZC, 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. This waiver has not had a significant impact on past events.

Financial Consideration: The event promoter is responsible for all costs associated with the community event permit. Staffing costs are not fully covered by the fees. Approximately \$130 are generated from each community event.

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

Recommendation/Actions: It is recommended that the City Council adopt the Resolution authorizing a use not allowed by the Wichita-Sedgwick County Unified Zoning Code (UZC) at the Wichita Convoy of Hope on August 6, 2016, and approve the permit for the community event.

Attachments: Resolution and Community Event Application for the Wichita Convoy of Hope.

(First Published in the Wichita Eagle on August)

RESOLUTION NO. 16-203

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS APPROVING A COMMUNITY EVENT PERMIT APPLICATION FROM WICHITA CONVOY OF HOPE, ALLOWING OFF-STREET PARKING OF VEHICLES ON AN UNSURFACED AREA AND THE USE OF AN UNSURFACED DRIVEWAY FOR EGRESS FROM THE EVENT.

WHEREAS, the City recognizes that substantial community benefits may result from community events. They can provide community outreach, cultural enrichment, promote economic vitality and enhance community identity. Further, events such as Wichita Convoy of Hope operate to provide various services and goods to the under-served and impoverished neighborhoods within the City, as well as connections to other assistance and social service organizations;

WHEREAS, Wichita Convoy of Hope, operated by Bethel Life Center, has applied for a community event permit pursuant to Chapter 3.11 of the Code of the City of Wichita. Said event is proposed to occur at 3777 S. Meridian on Saturday, August 6, 2016 from 8:00 a.m. – 5:00 p.m.; and

WHEREAS, the proposed event will provide outreach services to over 8,000 citizens and will use the services of many volunteers, all creating a need for vehicle parking space and also for orderly egress from the event site; and

WHEREAS, the proposed event site does not meet the requirements of the Wichita-Sedgwick County Unified Zoning Code due to unsurfaced parking area and unsurfaced driveways upon the premises which are needed to accommodate the size of the event and the anticipated number of persons attending; and

WHEREAS, pursuant to Section 3.11.090(h) of the Code of the City of Wichita, Kansas, a proposed community event may not violate any law of the City of Wichita, State of Kansas or of the United States, provided, however, a community event permit may be approved and a use not allowed by the Wichita-Sedgwick County Unified Zoning Code may be permitted to proceed if approved by the City Council after a public hearing regarding the same and for a duration not exceeding ten (10) calendar days; and

WHEREAS, the proposed event does not otherwise present a safety, noise, or traffic hazard and will not obstruct the operation of emergency vehicles or equipment in or through the area; and

WHEREAS, the proposed application on file for this event will be subject to review by the Community Event Committee pursuant to Chapter 3.11 of the Code of the City of Wichita, with no other issues anticipated which would impede such approval.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS;

1. A public hearing having been held as required by Section 3.11.090 (h) of the Code of the City of Wichita, the community event permit shall be approved for the Wichita Convoy of Hope event to be held Saturday, August 6, 2016 at 3777 S. Meridian from 8:00 a.m. to 5:00 p.m. During this event, Bethel Life Center may allow parking of vehicles on unsurfaced areas and the use of any unsurfaced driveway upon the premises of the event which are outside the provisions of Article IV, Section A(2) of the Wichita-Sedgwick Unified Zoning Code.
2. All events and activities to be held at the Wichita Convoy of Hope site will be subject to approval by the Community Event Committee pursuant to Chapter 3.11 of the Code of the City of Wichita.

3. This resolution shall be effective upon adoption by City Council.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS,

this 2nd day of August, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council Members
SUBJECT: 2017 Annual Operating Budget
INITIATED BY: Finance Department
AGENDA: New Business

Recommendation: Receive public comment.

Background: The 2017 – 2018 Proposed Budget has been developed over the past several months based on input from the public and direction from the City Council. Staff met with District Advisory Board members in each district and hosted one Social Media Town Hall session at which the City received 1,254 reactions, 667 comments, and 194,509 page views on Facebook. On July 12, 2016, the City Manager’s Proposed Budget was presented to the City Council and the official budget adoption date (as required by State statute) was set for August 9, 2016.

Analysis: The local operating budget totals over \$580.6 million (which does not include internal service funds, capital projects, grant funds, trust funds, or interfund transfers). Included in this total budget is the General Fund, which is slightly more than \$231 million. Highlights of the 2017 Proposed Budget include:

- **The mill levy rate is unchanged.** The budget is based on an estimated mill levy rate equal to last year. This is the 23rd consecutive year that the mill levy has remained flat.
- **Reserves are maintained at appropriate levels.** The budget includes General Fund reserves of nearly \$28 million, which is greater than 10% of projected expenditures, in accordance with City Council policy.
- **Key areas are funded.** The budget includes funding to improve police staffing, enhance street maintenance with pilot programs and maintain Transit services.

Financial Considerations: An estimated 2017 mill levy rate of 32.686 mills (24.186 for the General Fund and 8.500 for the Debt Service Fund) is required based on an estimated valuation of \$3,273,293,158. The total estimated mill levy is unchanged from the 2016 mill levy.

Legal Considerations: On July 12, 2016, the City Council approved the publication of notice, setting the official public hearing and budget adoption date for August 9, 2016. The public hearing on August 2, 2016 provides the opportunity for additional public comment.

Recommendation/Actions: It is recommended that the City Council receive public comment on the 2017 Proposed Budget.

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 2, 2016**

- a. 2016 Sanitary Sewer Reconstruction Phase 8 (north of Pawnee, east of Seneca) (468-85123/620852/666005) Traffic to be maintained during construction using flagpersons and barricades). (District I,III) - \$130,000.00

PRELIMINARY ESTIMATE of the cost of:
2016 Sanitary Sewer Reconstruction Phase 8
(north of Pawnee, east of Seneca)

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

LUMP SUM BID ITEMS

1	Point Repair (Site 3)	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

4	Pipe, SS 8"	937	lf
5	Pipe Removed	937	lf
6	MH, Standard-SS (4") DO NOT BID	0	ea
7	MH Frame & Cover, Replaced	1	ea
8	MH Bench & Invert, Removed & Repl	1	ea
9	A/C Pavement Removed & Replaced	25	lf
10	Conc Approach Removed & Replaced	11	lf
11	Conc Sidewalk Removed & Replaced	5	lf
12	Fill, Flowable	41	lf
13	Service Reconnection, Sewer (4")	31	ea
14	Service Reconnection, Sewer (6")	1	ea
15	BMP, Construction Entrance	1	ea
16	BMP, Silt Fence	40	lf
17	BMP, Erosion Control Mat	40	sy
18	BMP, Back of Curb Protection	20	lf
19	BMP, Curb Inlet Protection	1	ea

Construction Subtotal

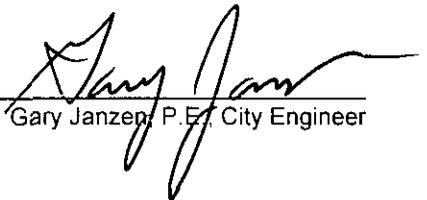
Engineering & Inspection
Administration
Publication

Total Estimated Cost

\$130,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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



Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

SUBJECT: Stormwater Improvements to Serve Vassar Addition (District III)

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 May 24, 2016, the City Council approved a petition for stormwater improvements to serve Vassar Addition. The project was bid for construction on July 1, 2016, 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 stormwater improvements required for a new residential development located south of 63rd Street South and west of Clifton.

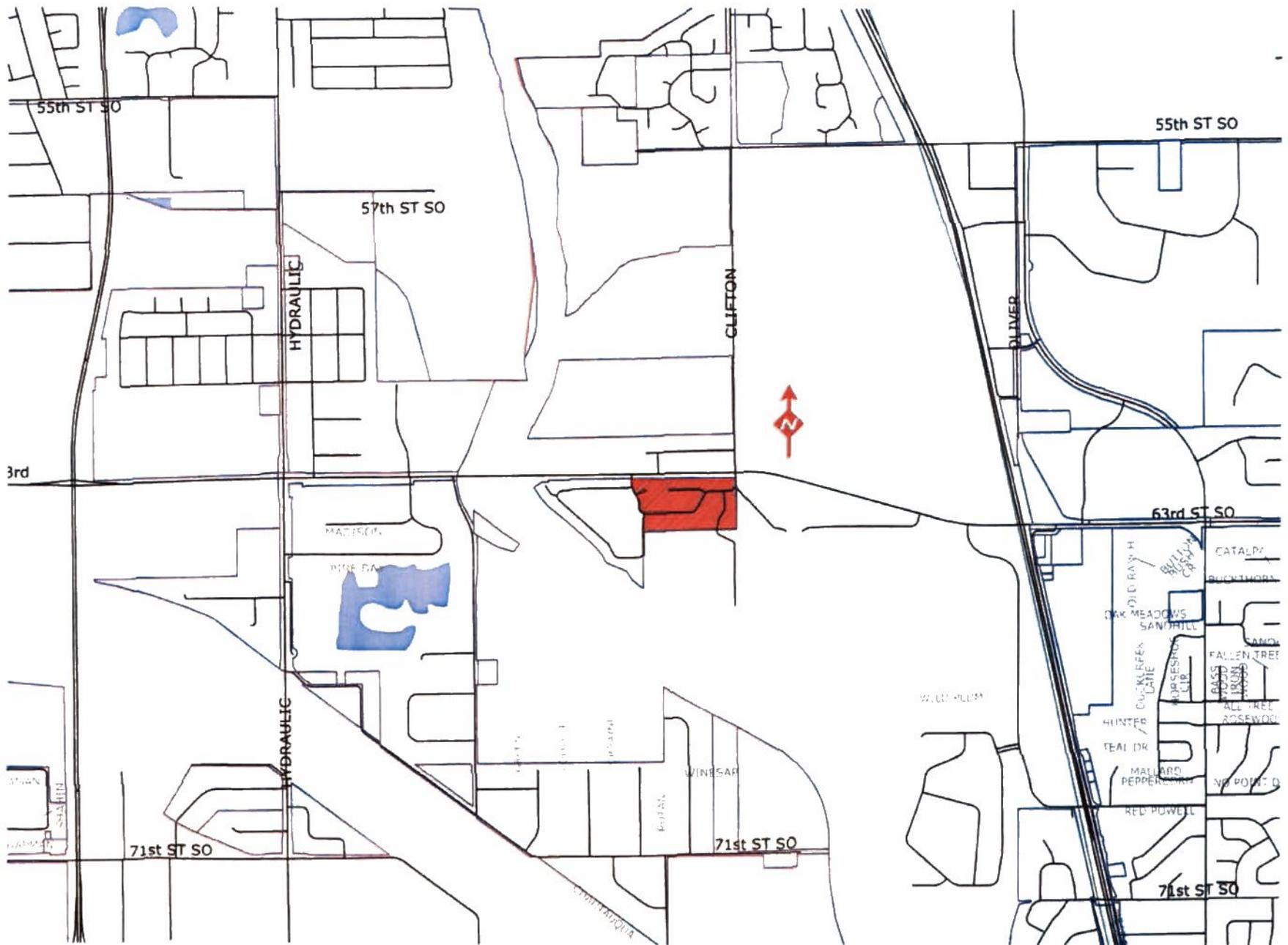
The lowest bid received for the project exceeded the Engineer's Estimate by less than \$16,500. Accepting this bid will allow the project to proceed without requiring it to be re-bid; thus, eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interests 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 \$445,000 and the revised petition total is \$480,000. The funding source is special assessments.

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

Recommendation/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.



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 480 Sewer Improvements N.I. SUBFUND: 485 Storm Drainage N.I. ENGINEERING REFERENCE #: 468-85091

COUNCIL DISTRICT: 03 Council District 3 DATE COUNCIL APPROVED: 8-2-16 REQUEST DATE: _____

PROJECT #: 485435 PROJECT TITLE: SWS # 704 Vassar 468-85091

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: SWS # 704 Vassar 468-85091

OCA #: 751544 OCA TITLE: SWS # 704 Vassar 468-85091

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

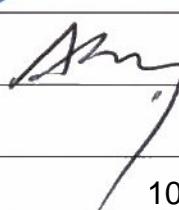
Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$445,000.00	\$35,000.00	\$480,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$445,000.00	\$35,000.00	\$480,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$445,000.00	\$35,000.00	\$480,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total Expense:	\$445,000.00	\$35,000.00	\$480,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: 

DEPARTMENT HEAD: 

BUDGET OFFICER: 

CITY MANAGER: _____

Print Form

DATE: 07/19/16

DATE: 7/19/16

DATE: 7/15/16

DATE: _____

JUN 6 '16

PETITION
(STORM WATER SEWER IMPROVEMENTS – VASSAR ADDITION) CITY CLERK OFFICE

REVISION #2
468-85091
SWS# 704

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

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

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

Construction of a storm water sewer system, including necessary appurtenances to serve the Improvement District defined below.

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

(b) The estimated or probable cost of the proposed Improvements is \$480,000.00, 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:

VASSAR ADDITION
Lots 1 through 6, Block A
Lots 1 through 37, Block B
Lots 1 through 12, Block C

(d) The proposed method of assessment is: equally per lot (55 Lots):

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

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

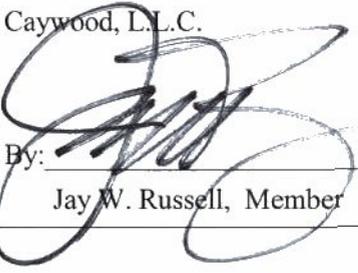
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

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

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

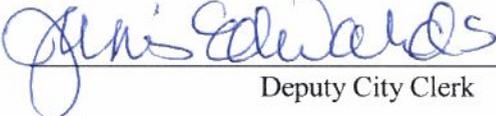
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

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

Signature	Dated	Property Owned Within Proposed Improvement District
Caywood, L.L.C.  By: _____ Jay W. Russell, Member	_____ <u>7/5/16</u>	Lots 1 through 6, Block A Lots 1 through 37, Block B Lots 1 through 12, Block C, VASSAR ADDITION

THIS PETITION was filed in my office on July 6, 2016.




 Deputy City Clerk

751544

(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 (STORM WATER SEWER NO. 704 – VASSAR ADDITION/SOUTH OF 63RD STREET SOUTH, WEST OF CLIFTON) (468-85091).

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. 16-118** of the City (the "Prior Resolution") authorized certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements 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 Resolutions; 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 **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. Repealer. The Prior Resolutions are hereby repealed.

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

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

Construction of a storm water sewer system, including necessary appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Four Hundred Eighty Thousand Dollars (\$480,000)**, 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 hereof.

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

VASSAR ADDITION
Lots 1 through 6, Block A
Lots 1 through 37, Block B
Lots 1 through 12, Block C

(d) The method of assessment is: **equally per lot (55 lots).**

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

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

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

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

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

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

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

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

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña

for Jennifer Magaña, City Attorney
and Director of Law

STORM SEWER BID TABULATION SUMMARY

RQ640762

FB640131		Engineer's Construction Estimate	Dondlinger & Sons	Mies Construction	Pearson Construction LLC
Stormwater Sewer #704		\$384,435.00	\$400,846.00	\$427,221.00	\$472,277.00
Vassar Addition	BID BOND				
468-85091	ADDENDA	1			
(751544)					
		Engineer's Construction Estimate	Unruh Excavating LLC	Bob Bergkamp Construction Co. Inc	Utilities Plus
Stormwater Sewer #704		\$384,435.00	\$489,924.00	\$492,012.05	
Vassar Addition	BID BOND				
468-85091	ADDENDA	1			
(751544)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Stormwater Sewer #704		\$384,435.00			
Vassar Addition	BID BOND				
468-85091	ADDENDA	1			
(751544)					
		Engineer's Construction Estimate			
Stormwater Sewer #704		\$384,435.00			
Vassar Addition	BID BOND				
468-85091	ADDENDA	1			
(751544)					
Award 8-2-16 subject to the City Council approval of new Engineer's Estimate and Budget Authorization. Revised Engineer's Estimate \$400,846.00					

CHECKED BY: _____

REVIEWED BY: _____

751544

(Published in the *Wichita Eagle*, on August 5, 2016)

RESOLUTION NO. 16-204

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. 704 – VASSAR ADDITION/SOUTH OF 63RD STREET SOUTH, WEST OF CLIFTON) (468-85091).

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. 16-118** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements 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 Resolutions; 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 **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. Repealer. The Prior Resolutions are hereby repealed.

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

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

Construction of a storm water sewer system, including necessary appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Four Hundred Eighty Thousand Dollars (\$480,000)**, 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 hereof.

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

VASSAR ADDITION

Lots 1 through 6, Block A

Lots 1 through 37, Block B

Lots 1 through 12, Block C

(d) The method of assessment is: **equally per lot (55 lots)**.

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on August 2, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer Improvements to Serve NewMarket V Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition and budget, and adopt the resolution.

Background: The signatures on the petition represents 100% of the improvement district. The petition is valid per Kansas Statute 12-6a01.

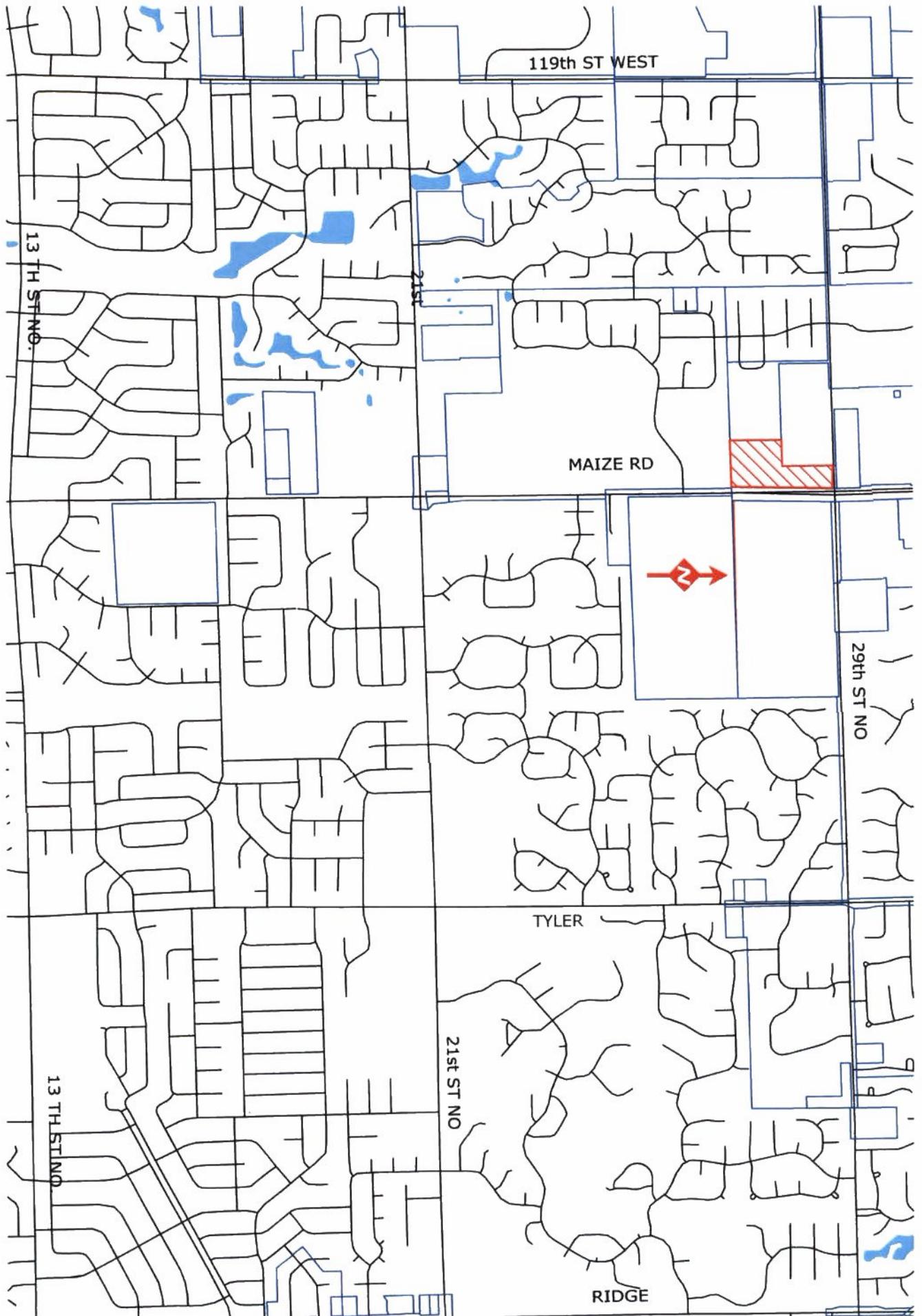
Analysis: The project will provide sanitary sewer improvements required for a new commercial development located south of 29th Street North and west of Maize.

Financial Considerations: The petition totals \$80,000 for the sanitary sewer improvements. The funding source is special assessments.

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

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

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



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: _____

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-85130

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: 8-2-16

REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: Petition for Sanitary Sewer Improvements for NewMarket V Addn 468-85130

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: Petition for Sanitary Sewer Improvements for NewMarket V Addn

OCA #: _____ OCA TITLE: Petition for Sanitary Sewer Improvements for NewMarket V Addn 468-85130

PERSON COMPLETING FORM: Kim Pelton

PHONE #: 268-4499

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$80,000.00	2999 Contractuals	\$80,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
REVENUE TOTAL:	\$80,000.00	EXPENSE TOTAL:	\$80,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: *[Signature]*

DEPARTMENT HEAD: *[Signature]*

BUDGET OFFICER: *[Signature]*

CITY MANAGER: _____

DATE: 07/19/16

DATE: 7/19/16

DATE: 7/15/16

DATE: _____



Lateral 7, Main 6 Northwest Interceptor Sewer
 468-85130

JUN 21 '16

CITY CLERK OFFICE

PETITION
 SANITARY SEWER IMPROVEMENTS
 NEWMARKET V ADDITION - Lot 1, Block 1

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

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

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

Construction of a sanitary sewer system, including necessary manholes, pipes, and appurtenances to serve the Improvement District defined below:

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

(b) The estimated or probable cost of the proposed Improvements is: **\$80,000.00 [Eighty Thousand Dollars]**, 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:

Lot 1, Block 1, Newmarket V Addition, an addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: **on a per lot basis as described below:**

Lot 1 shall pay 100% of the Improvement District portion of the total cost.

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.

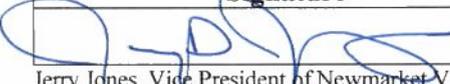
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

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
	6/20/16	Lot 1, Block 1, Newmarket V Addition

Jerry Jones, Vice President of Newmarket V, LLC

THIS PETITION was filed in my office on June 21, 2016




Deputy City Clerk

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 (LATERAL 7, MAIN 6, NORTHWEST INTERCEPTOR SEWER – NEWMARKET V ADDITION/SOUTH OF 29TH STREET NORTH, WEST OF MAIZE) (468-85130).

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 **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 sanitary sewer system, including necessary manholes, pipes and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Eighty Thousand Dollars (\$80,000)**, 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 hereof.

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

Lot 1, Block 1, Newmarket V Addition, an addition to Wichita, Sedgwick County, Kansas.

(d) The method of assessment is: **on a per lot basis as described below:**

Lot 1, shall pay 100% of the Improvement District portion of the total cost.

In the event all or part of the lots are parcels in the 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 _____.

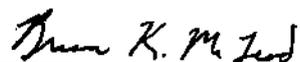
(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 5, 2016)

RESOLUTION NO. 16-205

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 7, MAIN 6, NORTHWEST INTERCEPTOR SEWER – NEWMARKET V ADDITION/SOUTH OF 29TH STREET NORTH, WEST OF MAIZE) (468-85130).

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 **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 sanitary sewer system, including necessary manholes, pipes and appurtenances to serve the Improvement District defined below (the "Improvements"):

(b) The estimated or probable cost of the Improvements is **Eighty Thousand Dollars (\$80,000)**, 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 hereof.

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

Lot 1, Block 1, Newmarket V Addition, an addition to Wichita, Sedgwick County, Kansas.

(d) The method of assessment is: **on a per lot basis as described below:**

Lot 1 shall pay 100% of the Improvement District portion of the total cost.

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 August 2, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

SUBJECT: Paving Improvements to Serve Blue Lake Addition (District IV)

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 12, 2016, the City Council approved a petition for paving improvements to serve Blue Lake Addition. The project was bid for construction on July 1, 2016, 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 31st Street South and west of West Street.

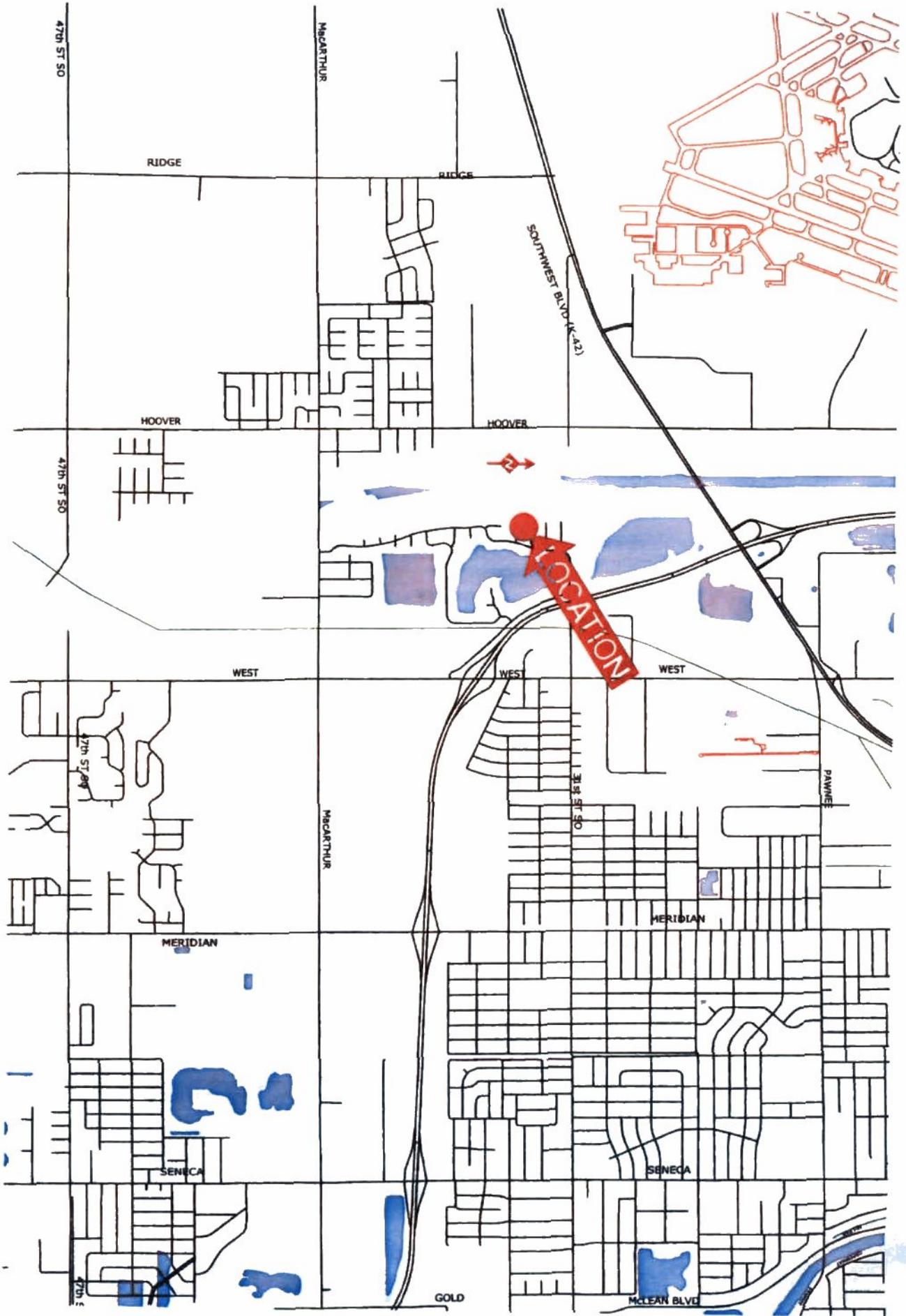
The lowest bid received for the project exceeded the Engineer's Estimate by less than \$27,200. Accepting this bid will allow the project to proceed without requiring it to be re-bid; thus, eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interests 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 \$213,000 and the revised petition total is \$260,000. The funding source is special assessments.

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

Recommendation/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.



JUL 7 '16

PETITION
(Phase 3A - PAVING IMPROVEMENTS – BLUE LAKE ADDITION)

CITY CLERK OFFICE

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

REVISED
472-84076

1. The undersigned, being the owners of record of more than one-half of the area 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 Bluelake from the south line of Lot 10, Block D, north to the south line of Lot 15, Block D, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

Construction of sidewalk on one side of Bluelake.

Construction of pavement on Bluelake Ct. (Lots 70 through 83, Block A) from the west line of Bluelake, west to and including cul-de-sac, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

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: \$260,000.00, 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:

BLUE LAKE ADDITION
Lots 70 through 83, Block A
Lots 10 through 14, Block D

(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.

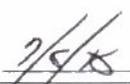
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

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.

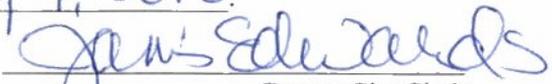
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

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
New Era IV, LLC By:  Christopher N. Stevens, Managing Member		Lots 70 through 83, Block A Lots 10 through 14, Block D, BLUE LAKE ADDITION

THIS PETITION was filed in my office on July 7, 2016




 Deputy City Clerk

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I. ENGINEERING REFERENCE #: 472-84076

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: 8-2-16 REQUEST DATE: _____

PROJECT #: 490386 PROJECT TITLE: Paving Improvements Phase 3A Blue Lake Addition 472-84076

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Paving Improvements Phase 3A Blue Lake Addition 472-84076

OCA #: 766363 OCA TITLE: Paving Improvements Phase 3A Blue Lake Addition 472-84076

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

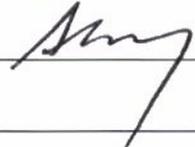
Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$213,000.00	\$47,000.00	\$260,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total	\$213,000.00	\$47,000.00	\$260,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$213,000.00	\$47,000.00	\$260,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total Expense:	\$213,000.00	\$47,000.00	\$260,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: 

DEPARTMENT HEAD: 

BUDGET OFFICER: 

CITY MANAGER: _____

Print Form

DATE: 07/19/16

DATE: 7/19/16

DATE: 7/15/16

DATE: _____

766363

(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 PHASE 3A – BLUE LAKE ADDITION/NORTH OF MACARUTHUR, WEST OF WEST STREET) (472-84076).

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. 16-180** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements 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 Resolutions; 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 **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. 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 Bluelake from the south line of Lot 10, Block D, north to the south line of Lot 15, Block D, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

Construction of sidewalk on one side of Bluelake

Construction of pavement on Bluelake Court (Lots 70 through 83, Block A) from the west line of Bluelake, west to and including cul-de-sac, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) The estimated or probable cost of the Improvements is **Two-Hundred Sixty Thousand Dollars (\$260,000)**, 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 hereof.

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

BLUE LAKE ADDITION

Lots 70 through 83, Block A

Lots 10 through 14, Block D

(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 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 R. Magaña
for Jennifer Magaña, City Attorney
and Director of Law

PAVING BID TABULATION SUMMARY

RQ640761

FB640130		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
Bluelake		\$169,506.00	\$196,671.90	\$262,156.00	\$229,158.00
Blue Lake Addition	BID BOND				
	ADDENDA	2			
472-84076 (766363)					
		Engineer's Construction Estimate	Pearson Construction LLC		
Bluelake		\$169,506.00	\$211,196.50		
Blue Lake Addition	BID BOND				
	ADDENDA	2			
472-84076 (766363)					
		Engineer's Construction Estimate			
Bluelake		\$169,506.00			
Blue Lake Addition	BID BOND				
	ADDENDA	2			
472-84076 (766363)					
		Engineer's Construction Estimate			
Bluelake		\$169,506.00			
Blue Lake Addition	BID BOND				
	ADDENDA	2			
472-84076 (766363)					
Award 8-2-16 subject to City Council approval of new Engineer's Estimate and Budget Authorization. Revised Engineer's Estimate \$196,671.90					

CHECKED BY: _____

REVIEWED BY: _____

(Published in the *Wichita Eagle*, on August 5, 2016)

RESOLUTION NO. 16-206

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 3A – BLUE LAKE ADDITION/NORTH OF MACARUTHUR, WEST OF WEST STREET) (472-84076).

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. 16-180** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements 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 Resolutions; 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 **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. 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 Bluelake from the south line of Lot 10, Block D, north to the south line of Lot 15, Block D, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

Construction of sidewalk on one side of Bluelake

Construction of pavement on Bluelake Court (Lots 70 through 83, Block A) from the west line of Bluelake, west to and including cul-de-sac, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) The estimated or probable cost of the Improvements is **Two-Hundred Sixty Thousand Dollars (\$260,000)**, 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 hereof.

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

BLUE LAKE ADDITION

Lots 70 through 83, Block A

Lots 10 through 14, Block D

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on August 2, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

City of Wichita
City Council Meeting
August 2, 2016

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

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Christy Campbell, Wichita Young Lawyer Society, is coordinating the Race to the Courthouse event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Race to the Courthouse September 29, 2016 6:30 am – 8:30 am

- Main Street, 13th Street North to Central Avenue - southbound, curbside lane only

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

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

Legal Consideration: 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.

City of Wichita
City Council Meeting
August 2, 2016

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

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure the event promoter Hannah Henning, Heartspring Community Involvement Coordinator, is coordinating the PedalFest bike race with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

PedalFest August 20, 2016 6:00 am – 2:00 pm

5K Route

- North Penstemon Street, East 29th Street North to East 32nd Street North
- East 32nd Street North, North Penstemon Street to North Cypress Drive
- North Cypress Drive, East 32nd Street North to East 29th Street North
- East 29th Street North, North Cypress Drive to North Penstemon Street

25K Route

- East 29th Street North, North Penstemon Street to North Webb Road
- North Webb Road, East 29th Street North to K96 On Ramp (access bike path)
- North 127th Street East, Central Avenue to East 13th Street North

50K Route

- East 29th Street North, North Penstemon Street to North Webb Road
- North Webb Road, East 29th Street North to West 21st Street North
- West 21st Street North, North Webb Road to North 143rd Street East
- North Greenwich Road, East 21st Street North to East Clark Street
- East Pawnee Street, Herrington Street to South 127th Street East
- East Harry Street, South 143rd Street East to South Brookhaven Drive
- South Brookhaven Drive, East Harry Street to South West County Line Road

100K Route

- East 29th Street North, North Penstemon Street to North Webb Road
- North Webb Road, East 29th Street North to West 21st Street North

- West 21st Street North, North Webb Road to North 143rd Street East
- North Greenwich Road, East 21st Street North to East Clark Street

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

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

Legal Consideration: 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.

**City of Wichita
City Council Meeting
August 2, 2016**

TO: Mayor and City Council

SUBJECT: Three-Party Agreement for East Kellogg Improvements (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the three-party agreement.

Background: In December 2007, design work began for continuation of the expansion of east Kellogg from Cypress to 127th Street East. On March 2, 2010, the City Council approved the initial design concepts for the full corridor. On January 24, 2014, the first phase Webb interchange project was bid for construction, but the only bid received exceeded the estimate by approximately \$27 million. Following the unsuccessful bid, the Secretary of Transportation asked the City of Wichita, the Kansas Department of Transportation (KDOT), and the Kansas Turnpike Authority (KTA) to reassess the transportation needs of the corridor. After numerous meetings between the organizations, adjacent property owners and the public, the designs have been revised to relocate primary movements between Kellogg and the KTA further east near K-96. On October 14, 2014, the City Council approved a revised overall design concept for the East Kellogg corridor, from Webb to K-96, and on June 2, 2015, the City Council approved a final design concept for the Greenwich to K-96 Project.

Analysis: At the June 2, 2015 City Council meeting, staff noted that an agreement between all three agencies was being prepared to outline the responsibilities and costs related to project oversight, design, right-of-way acquisition, utility relocation, construction and construction engineering, for the full East Kellogg corridor. The agreement has now been prepared with the assistance of the Law and Finance Departments and particularly details cost responsibilities for each of the three agencies.

As the State of Kansas budget issues have impacted KDOT in particular, more than expected time was needed by the State to evaluate and develop a plan for cash flow throughout the project, which is included in the agreement.

Financial Considerations: The City’s cost responsibility per the agreement is not to exceed a total of \$93 million. If at any time the City costs will exceed \$93 million, all three parties will meet to discuss revised financing terms.

The Adopted 2016-2025 Capital Improvement Program (CIP) includes, \$93,000,000 in local sales tax funding as follows, and the agreement reflects the same, including budget years:

Proposed Additional Funding	
2018	\$48,000,000
2019	\$25,000,000
2020	\$20,000,000
Total	\$93,000,000

This item will be brought back to the City Council at a later date for initiation of the City’s portion of the funding.

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

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

Attachment: Three-party agreement.

PROJECT NO. 54-87 KA-2389-01

NHPP-A238(901)

RECONSTRUCTION US-54/KELLOGG AVE. & INTERCHANGE CONSTRUCTION

CITY OF WICHITA, KANSAS

KANSAS TURNPIKE AUTHORITY

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary"), the **Kansas Turnpike Authority** ("KTA"), and the **City of Wichita, Kansas** (the "City"), collectively, the "Parties."

RECITALS:

- A. The Secretary, the KTA and the City have authorized roadway improvements and an interchange construction project in the City of Wichita, as further described in this Agreement.
- B. The Secretary, KTA and the City are empowered by the laws of Kansas to enter into agreements for maximum coordination in the planning, development, and operation of the highway systems in the state of Kansas.
- C. The Secretary, KTA and the City desire to construct the Project which includes an interchange construction project that will provide direct access between I-35 and US-54/400.
- D. The Secretary, KTA and the City desire to enter into this Agreement to establish their respective rights, responsibilities and obligations.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations in this Agreement, the Parties agree as follows:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. "**Agreement**" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. "**City**" means the City of Wichita, Kansas, with its place of business at 455 N. Main St., 7th Floor, Wichita, KS 67202
3. "**Construction**" means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. "**Construction Contingency Items**" mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

5. **“Construction Engineering”** means inspection services material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained by the Secretary to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations; including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Federal Government”** means the United States of America and any executive department or agency thereof.
12. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
13. **“Interchange Ramps”** means the four ramps and related improvements to be constructed for access between I-35 and US 54/400 (Kellogg Avenue) roadways near 127th Street E, as shown on the Design plans, and in Attachment A, but are not part of the US-54/400 Improvements described below.
14. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
15. **“KTA”** means the Kansas Turnpike Authority, a body politic and corporate, pursuant to K.S.A. 68-2001 et seq. with its principal place of business located at 9401 E. Kellogg, Wichita, KS 67207.
16. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
17. **“Non-Participating Costs”** means the costs of any items or services which the KTA, Secretary, and City reasonably determines are not Participating Costs and not eligible for State funding.
18. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects and eligible for payment through state funds

or federal funds or a combination thereof, as reasonably determined by the KTA, Secretary, and City.

19. **"Original City Design"** means the project initiated by the City under project no. 472-85032 referred to as Kellogg 1B Project.
20. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, the City, and KTA.
21. **"Preliminary Engineering"** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
22. **"Project"** means all phases and aspects of the construction endeavor to be undertaken by KTA under KTA Contract No. 5872 (KDOT Project No. 54-87 KA-2389-01 and City of Wichita Projects 472-85032, 468-85099, 448-90689), being: **Construction of US-54/400 Improvements and the construction of Interchange Ramps, in Wichita, Kansas**, and is the subject of this Agreement.
23. **"Responsible Bidder"** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
24. **"Right of Way"** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
25. **"Secretary"** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
26. **"US-54/400 Improvements"** means that portion of the Project consisting of design and reconstruction of US-54/400 (commonly known as Kellogg Avenue) to a 6-Lane Freeway section with frontage roads from .35 miles west of Greenwich Road to east of 127th Street as shown on the Design Plans and Attachment A, but excluding the Interchange Ramps.
27. **"Utilities" or "Utility"** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the KTA acquire Right of Way in accordance with the laws as required by FHWA. The Secretary will also provide technical assistance upon

request with relocation benefits for eligible persons who may be displaced as a result of the Project.

2. **Reimbursement Payments.** The Secretary agrees to make partial payments to KTA in accordance with his Financial Obligations set forth in Article V of this Agreement.

ARTICLE III

KTA RESPONSIBILITIES:

1. **Project Administration & Construction.** The KTA shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary and the City. The KTA further agrees to administer the Construction of the Project in accordance with the final Design Plans and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the Secretary and the City.

2. **Design Plans.** The KTA will prepare or contract to have prepared the Design Plans for the Project in conformity with applicable Kansas and federal design criteria appropriate for the Project.

3. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act, including but not limited to the exceptions and maximum liability provisions, the KTA shall defend, indemnify, hold harmless, and save the Secretary and the City and the Secretary and the City's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the KTA, the KTA's employees, or subcontractors. The KTA shall not be required to defend, indemnify, hold harmless, and save the Secretary or the City for negligent acts or omissions of the Secretary or the City's authorized representatives or employee(s).

4. **Indemnification by Contractors.** The KTA will require the Contractor to indemnify, hold harmless, and save the Secretary, the City and the KTA from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary, KTA or the City defends a third party's claim, the Contractor shall indemnify the Secretary, KTA or the City for damages paid to the third party and all related expenses either the Secretary, KTA, the City or any combination thereof, incur in defending the claim.

5. **Construction Engineering.** The KTA will provide or contract to provide Construction Engineering for the Project to be performed in accordance with KTA policies and procedures. The Secretary and the City will make its engineering and other staff available to the KTA to coordinate Construction Engineering issues for timely resolution.

6. **Right of Way.** The KTA agrees to the following with regard to Right of Way:

a. **Right of Way Acquisition.** The KTA will, on behalf of the City and the Secretary, as provided by law, acquire by purchase, dedication or condemnation all the Right

of Way as shown on the final Design Plans in accordance with the established schedule. The KTA agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The KTA shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The KTA further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

- b. Right of Way Documentation. The KTA will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The KTA agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation will be made available for inspection as requested by the Office of Chief Counsel and the City.
- c. Relocation Assistance. The KTA will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*
- d. Relocation Assistance Documentation. The KTA will maintain detailed files of all communications and assistance regarding relocation benefits provided to eligible persons. The KTA will provide copies of all documentation regarding relocation assistance benefits as requested by the Secretary or the City.
- e. Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way acquired for the US-54/400 Improvements portion of the Project shall be used solely for highway or street purposes. If state funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.
- f. Transference of Acquisitions. The KTA shall transfer to the City and/or KDOT all appropriate acquisitions, including but not limited to real property, right-of-way, easements, and access control, as agreed upon by all Parties.

7. Utilities.

(a) The KTA will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities on City, KDOT and

KTA Right of Way necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted on public Right of Way will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. However, new or existing utilities to be installed, moved or adjusted on ROW adjacent to ramps that connect to KTA, will occur in accordance with KTA practices and procedures.

(b) Westar. With City approval, the KTA will enter into agreement with Westar for the cost difference between overhead line construction and underground duct construction and cable installation of the line modification/relocation as needed for US-54/400 improvements. The City will reimburse the KTA for 100% of such cost.

8. **Traffic Control**. The KTA will consult with the Secretary and the City concerning the manner in which traffic will be handled during Construction of the Project. Detour routes and road closings, if necessary, will be noted in the Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, KTA, the Secretary and the City shall approve such revisions before they become effective. The KTA or the KTA's authorized representative may determine the dates when any road closings will commence and terminate.

9. **Removal of Encroachments**. The KTA shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way for the US 54/400 Improvements within its jurisdiction as shown on the final Design Plans. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the KTA may permit the Project to be advertised for Letting before such Encroachment is fully removed if the KTA determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

10. **Accounting**. Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the KTA shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the KTA to any party outside of the Secretary and all costs incurred by KTA for any other major expense associated with the Project.

11. **Entrance Control**. The KTA will control the construction or use of any entrances along the Project within the City including those shown on the final Design Plans:

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Legal Authority**. The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

3. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

4. **Cancellation by the City.** If the City cancels the Project, it will reimburse the Secretary and the KTA for any costs incurred by the Secretary and the KTA prior to the cancellation of the Project. The City agrees to reimburse the Secretary and the KTA within thirty (30) days after receipt by the City of the Secretary or KTA's statement of the cost incurred prior to the cancellation of the Project.

5. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

ARTICLE V

FINANCIAL OBLIGATION:

1. **Project Costs.**

(a) **Secretary's Obligation.** The Secretary's financial obligation for all work phases of the US-54/400 Improvements and project 54-87 KA-2382-01 (the subject of a separate agreement between the Secretary and the City, dated February 6, 2012) combined, shall not exceed one-hundred and sixty-two million dollars (\$162,000,000.00). This shall be applied to City participating costs (including right-of-way, preliminary engineering, construction, construction contingency items and construction engineering) before City begins payments.

The Secretary agrees to reimburse the KTA for fifty percent (50%) of the total remaining actual costs of Preliminary Engineering, Right of Way, Construction (which includes the costs of all Construction Contingency Items), and Construction Engineering as attributable for the Interchange Ramps. The Secretary also agrees to reimburse the KTA for fifty percent (50%) of the total actual costs of Utility adjustments incurred for the Interchange Ramps. After the KTA and Secretary have apportioned the cost share, the City will contribute 12 million (\$12,000,000.00) toward the Interchange Ramp Costs.

(b) City's Obligation. The City agrees to be responsible for one-hundred percent (100%) of the total actual costs of the Project after the \$162,000,000.00 for the combined costs of the US-54/400 Improvements and Project No. 54-87 KA-2382-01 has been exhausted. The City also agrees to contribute \$12 million toward the Interchange Ramp Costs.

(c) Preliminary Engineering. The City will be responsible for an amount of preliminary engineering not to exceed \$2,300,000.00. The remainder of the preliminary engineering costs will be shared equally between the Secretary and the KTA.

(d) Construction. The estimated project costs total \$135,000,000.00. \$100,000,000.00 of those costs are attributable to the US-54/400 Improvements and the other \$35,000,000.00 are attributable to the Interchange Ramps. The following estimated cost allocation between the parties is based on the Engineer's estimate for the Project, but may be modified upon the receipt of more detailed cost information.

(i) The City will be responsible for seventy-five percent (75%) of the total actual costs of Construction (excluding Construction Contingency Items). KTA will be responsible for twelve and a half percent (12.5%) of the total actual costs of Construction (excluding Construction Contingency Items). The Secretary will be responsible for twelve and a half percent (12.5%) of the total actual costs of Construction (excluding Construction Contingency Items). After the bid letting, the parties will review the bids and agree to make adjustments to the percentages if necessary. After appropriation of construction cost share in accordance with the above percentages, the city will also contribute \$12 million (\$12,000,000) toward the Interchange Ramp Costs.

(ii) Any alteration, modification, or amendment to the Construction contract for the Project will be by change order. Any change order will require the approval of the KTA, the Secretary and City.

(iii) The City will be responsible for one hundred percent (100%) of the total actual costs of those Construction Contingency Items, which the KTA, KDOT, and the City determines, affect a portion, segment, or feature of the Project that primarily benefits the City.

The Secretary will be responsible for one hundred percent (100%) of the total actual costs of those Construction Contingency Items, which the KTA, KDOT, and the City determines, affect a portion, segment, or feature of the Project that primarily benefits the Secretary.

The KTA will be responsible for one hundred percent (100%) of the total actual costs of those Construction Contingency Items, which the KTA, KDOT, and the City determines, affect a portion, segment, or feature of the Project that primarily benefits the KTA.

Each party will be responsible for its own Non-Participating Costs incurred for the Project, including without limitation any Construction Contingency Items KTA, KDOT, and the City deems are Non-Participating Cost items.

(e) Construction Engineering. City will be responsible for seventy five percent (75%) of the total actual costs for Construction Engineering for the Project. KTA will be responsible for twelve and one half percent (12.5%) of the total actual costs for Construction Engineering for the Project. The Secretary will be responsible for twelve and one half percent (12.5%) of the total actual costs for Construction Engineering for the Project.

(f) Right of Way. The City is initially responsible for up to \$30,000,000.00 in right of way costs. In the event that the City's portion for right of way costs exceed that amount, additional City action will be required in order to contribute additional funds. The parties have agreed that any right of way acquisitions west of Zelta Avenue for Kellogg Avenue improvements will be the sole responsibility of the City. The right of way east of Zelta Avenue will be shared between the parties based on a cost allocation to the extent the interchange improvements required additional acquisitions that were not contemplated in the original City design.

(g) Utility Adjustments. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the Utility owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the parties based on a cost allocation to the extent the interchange improvements required additional utility relocations that were not contemplated in the original City design, except as provided by state and federal laws or other agreement.

2. Project Administration. The parties agree that the KTA costs associated with letting all contracts necessary for the project, performing all field surveys, construction administration, construction engineering, and final acceptance for all Project work will be shared between the parties. KTA's estimate of their cost shall be reduced by 10% to account for City and KDOT respective costs. After such reduction, the City shall be responsible for seventy five percent (75%) of those costs, the Secretary for twelve and one half percent (12.5%) and KTA for twelve and one half percent (12.5%).

3. Payment of Costs

(a) Incurred Costs and Expenses. All Project costs and expenses are an obligation solely of the KTA, at the time they are incurred.

(b) The Secretary agrees to reimburse the KTA on a monthly basis after receipt of reimbursement request and invoices from the KTA.

(c) The City agrees to reimburse the KTA on a monthly basis in accordance with the following schedule:

- i. Up to \$48 million starting July 1, 2018 until June 30, 2019.
- ii. Up to \$25 million, plus any remaining funds from the previous period, starting July 1, 2019 until June 30, 2020.
- iii. Up to \$20 million, plus any remaining funds from the previous period, starting July 1, 2020 until June 30, 2021.
- iv. Remainder of the total actual costs for which the City is responsible – on or before Dec 31, 2021.

4. **Final Reconciliation and Billing.** Within three (3) months from the date of final acceptance of the Project by the KTA, the KTA will prepare a final report of all costs incurred by the Parties and submit same to the Secretary and the City. Upon completion of the final report, the KTA will prepare a final billing of remaining costs for the Project for which the City and the Secretary is responsible. The City and the Secretary agree to reimburse KTA the remaining balance within thirty (30) days of receipt of the final billing. The KTA will refund any amount of overpayment, as determined by the final audit of Project costs.

5. **Record of Costs.** KTA will maintain an ongoing record of costs and expenses incurred for the Project. Such record will be available for inspection by any other party upon request.

ARTICLE VI

GENERAL PROVISIONS:

1. **KTA Authorization.** The Secretary and the City authorize KTA to take such steps as are necessary to undertake, prosecute, and complete for and on their behalf, by the KTA acting in all things as their agent, and the Secretary and the City hereby constitute and appoint KTA as their agent, and all things hereinafter done in connection with the Project are hereby Secretary and the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the Secretary or the City acting in its own individual corporate capacity instead of by its agent.

2. **Previous Project Agreement.** The Secretary and the City agree that this Agreement replaces the previous project agreement, Agreement No. 215-11 dated February 2nd, 2012 as well as any associated executed supplements.

3. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

4. **Maintenance.** The City, Secretary, and KTA will enter into a modified city connecting link routine maintenance agreement to establish the Parties' maintenance obligations and responsibilities after the Project is completed, all to be further specified under the terms and conditions set out by such agreement in accord with existing practices.

5. **Records.** The Parties shall maintain all books, documents, papers, accounting records and other evidence pertaining to the Project and shall make such materials available for

inspection by the other party and authorized representatives of the Federal Government for a period of five (5) years after the date of Project completion.

6. **Toll Prohibition.** Nothing in this Agreement shall be construed to permit or allow, directly or indirectly, either permanently or on any interim basis, any toll, charge or fee on the use of any portion of the Project improvements, not controlled by KTA. This prohibition applies in particular to any portion of the Project designated, or to be designated, as part of the Interstate system.

7. **Toll Revenue Restriction.** Nothing in this Agreement is intended to violate the provisions of K.S.A. 68-2009 and at all times should be construed and interpreted so as to ensure that KTA is at all times in compliance with such law. Further, KTA will receive no federal funds through this Project.

8. **Additional Agreements.** The Parties contemplate the need to supplement this Agreement and/or enter into other agreements during the course of the Project so as to establish or clarify the Parties' respective obligations and responsibilities concerning existing or additional aspects of the Project.

9. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

10. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

11. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

12. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction of the provisions herein.

13. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the KTA, the Secretary and the City and their successors in office.

14. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement

15. **Final Acceptance Walk-Through.** Prior to final acceptance of the Project, a walk-through of the Project shall be performed with KDOT, KTA, City, project engineer, and Contractor.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

KANSAS TURNPIKE AUTHORITY

Secretary of Transportation
KANSAS DEPARTMENT OF TRANSPORTATION

By: _____
David E. Jacobson, P.E.
Director of Engineering

By: _____ (date)
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

ATTEST:

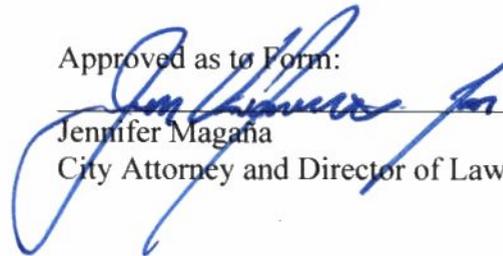
THE CITY OF WICHITA, KANSAS

CITY CLERK (Date)

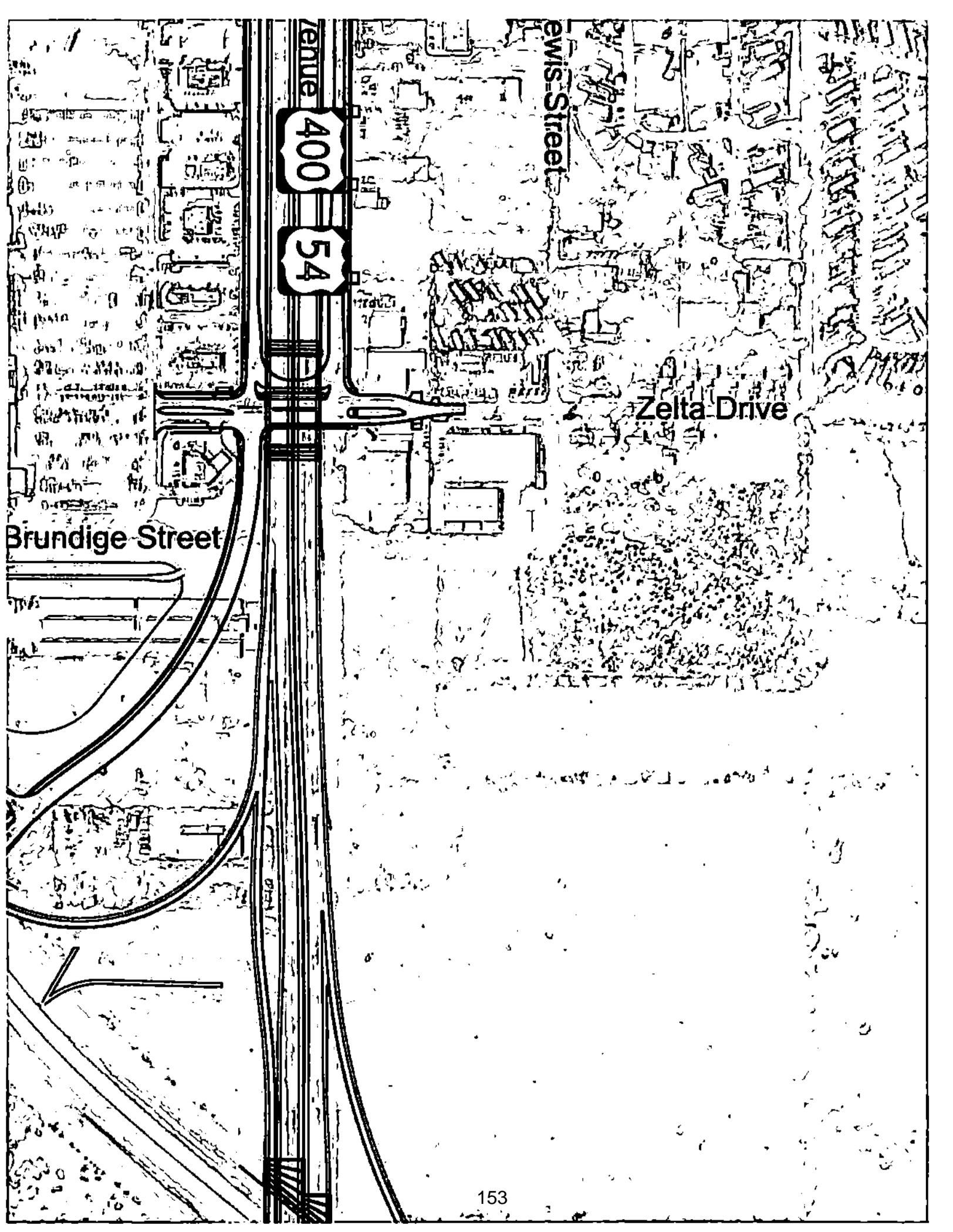
MAYOR

(SEAL)

Approved as to Form:



Jennifer Magaña
City Attorney and Director of Law



venue

400

54

Lewis Street

Zelta Drive

Brundige Street

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**City of Wichita
City Council Meeting
August 2, 2016**

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 2 for Oliver, between 17th and 19th Streets (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On April 28, 2015, the City Council approved a design agreement with Professional Engineering Consultants (PEC) for a paving improvement project for Oliver from 17th to 19th Street North. On August 18, 2015, the City Council approved the design concept and Supplemental Agreement No. 1 to complete the design.

Agreement No.	Date Approved	Services Provided	Cost
Original	April 28, 2015	Original design services agreement (concept design).	\$58,880
No. 1	August 18, 2015	Design services for converting Oliver from a four-lane road to a five-lane road, new traffic signals, brick crosswalks, connection to existing sidewalks, left turn lane for southbound and northbound traffic, right turn lane for southbound traffic, relocation of cemetery driveway to align with the new signal at 17 th Street, and a 10 foot wide multi-use path on the west side of Oliver.	\$129,080
Design Fee to Date:			\$187,960

Analysis: Since the time the last supplemental agreement was approved, staff has worked with Wichita State University (WSU) to add sculpture bases that will display works of art by WSU art students along Oliver. Supplemental Agreement No. 2 will design these bases and a conduit that will allow electrical extensions to be made in the future by WSU as needed.

The current configuration of both Oliver Avenue and 17th Street is four lanes, and the intersection is a signalized “T” intersection that lacks dedicated turn lanes. The intersection will need to be improved to accommodate the development of WSU’s Innovation Campus and the anticipated increase in traffic counts. The design concept includes the following improvements:

- New traffic signals, brick crosswalks, and connections to existing sidewalks;
- Left turn lanes for southbound and northbound traffic;
- A right turn lane for southbound traffic;
- The 17th Street leg of the intersection will be three lanes and the driveway approach to the cemetery will be aligned with 17th Street;
- A 10 foot wide multi-use path on the west side of Oliver will be added.

The intersection will be open to traffic throughout construction in at least one direction, but left turns at the intersection will be prohibited. Construction is planned to begin in spring 2017 and be completed in late 2017.

Financial Considerations: The design fee to date is \$187,960. The cost of the additional services is \$8,960 bringing the total design fee to \$196,920. Funding is available in the existing budget of \$500,000 approved by the City Council on August 18, 2015 and the project is funded by general obligation bonds. The Adopted 2016-2025 Capital Improvement Program (CIP) includes funding in the amount of \$2,000,000 in 2017 and \$2,000,000 in 2018 for a total of \$4,000,000. The project will be returned to the City Council at a later date for approval of the construction funding.

Legal Considerations: The Supplemental Agreement No. 2 has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Agreement No. 2 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 28, 2015
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated April 28, 2015) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **17TH STREET & OLIVER** (Project No.472-85214_707087).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

**Prepare plans for sculpture bases and benches for 17th Street & Oliver
(see Attached for details)**

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee as follows:

Paving/Water improvements (707087):	\$8,960.00
--	-------------------

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by **(Completed)**.
- (b) Office check plans by **(Completed)**.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **October 14, 2016**).

D. PROVISIONS OF THE ORIGINAL AGREEMENT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2016.

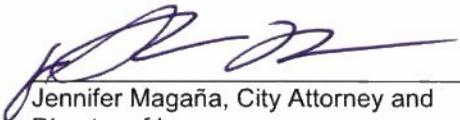
CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

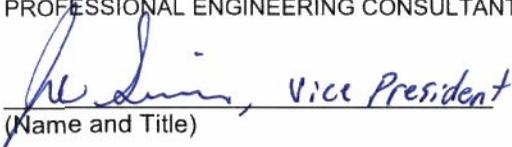
Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, City Attorney and
Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



(Name and Title)

June 23, 2016

Mr. Shawn Mellies, P.E.
Chief Design Engineer
Wichita City Hall, 7th Floor Engineering
455 N. Main Street
Wichita, KS. 67202

Reference: Supplemental Agreement No. 2
17th & Oliver Intersection
COW Project No. 472-85214
PEC Project No. 31-15081-000-0042

Dear Mr. Mellies:

In accordance with Paragraph IV. B.2. of the agreement dated April 28, 2015 between the City of Wichita and Professional Engineering Consultants, P.A., per your request we are submitting a Scope of Services and fee for additional services to be performed on the above referenced project. Exhibit A-1 attached hereto summarizes the additional scope of services for Supplemental Agreement No. 2 for the project.

Following is a summary of requested modified payment provisions for the additional services:

Original Contract	\$58,880.00
Supplemental Agreement No. 1 (Plan Development)	\$129,080.00
Supplemental Agreement No. 2 (Sculpture Bases)	<u>\$8,960.00</u>
Grand Total (Lump Sum)	\$196,920.00

We respectfully submit this request for your consideration. If you have questions or need additional information please contact me at 262-2691.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Jye Surmeier, P.E.
Municipal Transportation Division Manager

JPS/jcb

SCOPE OF SERVICES (Additional)
For
17th & OLIVER INTERSECTION
(Project No. 472-85214)

1. Design and plan development of 2 art sculpture bases (approx. 8'x8' and 16'x 8') with 4 free standing benches to be located adjacent to the west walk along Oliver near the future 18th and 19th Street intersections. Design of the bases to include the following detailed elements:
 - Concrete footings and foundations
 - Brick veneer with cast concrete caps
 - Inset steel sculpture mounting plates
 - Conduit connections through the bases for future power and fiber cable connections
 - System for drainage of base interiors

**City of Wichita
City Council Meeting
August 2, 2016**

TO: Mayor and City Council

SUBJECT: Change Order No. 4 for Wichita-Valley Center Local Flood Protection Project, Diversion Structure Repairs (Districts IV, VI, and County)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 4.

Background: On October 27, 2015, the City Council approved a contract with Utility Contractors, Inc, for Wichita-Valley Center Local Flood Protection Project Diversion Structure Repairs located south of 93rd Street North and west of Arkansas Avenue. The following change orders have been processed for this project:

Change Order	Date Processed or Approved	Provided	Cost
Original	October 27, 2015	Original construction contract.	\$1,629,398
No. 1	December 21, 2015	Removed 450 cubic yards of sediment downstream of Structure V, Levee C, Cowskin Creek to keep the diversion structure clean after repairs were made. Extended the calendar completion date to July 08, 2016.	\$8,280
No. 2	February 21, 2016	The sludge line from the City’s water treatment plan was found in the flood control ditch and was in conflict with the construction of the temporary by-pass channel. The contractor excavated a trench along the line for the City to lower the utility.	\$3,617
No. 3	April 5, 2016	The condition of the flood control structure was unknown for design until contractors constructed the coffer dams and by-pass flow systems. Structure VI at 25 th Street North and West Street needed extensive repairs to the floors, as well as epoxy crack repair. Adjusted measured quantity bid items based on final field measurements.	\$144,517
		Total of previously approved change order(s)	\$156,414
		Total contract cost to date	\$1,785,812

Analysis: Recent storm events scoured the ends of a sheet pile weir and displaced riprap downstream near Structure IV. The Contractor will relocate existing riprap to the ends of the wall and place grout to prevent displacement and water scour.

Financial Considerations: The cost of the proposed change order is \$13,414, which brings the total contract amount to \$1,799,226. Funding is available within the existing budget of \$2,000,000, approved by the City Council on October 27, 2015. The City and Sedgwick County will be splitting the cost of the improvements. The City's portion is funded by Stormwater Utility revenue.

Legal Considerations: Change Order No. 4 has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve Change Order No. 4 and authorize the necessary signatures.

Attachment: Change Order No. 4.

4322



PUBLIC WORKS-ENGINEERING

June 16, 2016
CHANGE ORDER

To: UCI

Project: Wichita-Valley Center Local Flood Protection Project, Diversion Structure Repairs

Change Order No.: 4
Purchase Order No.: PO541031
CHARGE TO OCA No.: 660816

Project No.: 468-84766
OCA No.: 660816/660817
PPN: 869005

Please perform the following extra work at a cost not to exceed **\$13,414.00**
Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 6 weeks for approval.

Additional Work: Install riprap and grout at ends of sheet pile weir structure.

Reason for Additional Work: Recent storm events scoured the ends of a sheet pile weir and displaced riprap downstream near Structure IV. Contractor will relocate existing riprap to the ends of the wall and place grout to prevent displacement and water scour.

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
New	Riprap ends of sheet pile wall and place grout	Negot'd	1 LS	\$13,414.00	\$13,414.00

CIP Budget Amount:	\$1,700,000.00 (660816)	Original Contract Amt.:	\$1,629,397.50
	\$300,000.00 (660817)		
Consultant: AMEC		Current CO Amt.:	\$13,414.00
Total Exp. & Encum. To Date:	\$1,666,254.45	Amt. of Previous CO's:	\$156,414.20
		Total of All CO's:	\$169,828.20
CO Amount:	\$13,414.00		
Unencum. Bal. After CO:	\$20,331.55	Adjusted Contract Amt.:	\$1,799,225.70

Recommended By:

Steve Degenhardt, P.E.
Construction Division Manager
Date: 06/28/16

Approved:

Gary Janzen, P.E.
City Engineer
Date: 06/29/16

Approved:

Todd M. Wedell
Contractor
Date: 6-28-2016

Approved

Alan King
Director of Public Works & Utilities
Date: 7/19/16

Approved as to Form:

Jennifer Magaña
City Attorney and Director of Law
Date: 6-28-16

By Order of the City Council:

Jeff Longwell
Mayor
Date

Attest: _____
City Clerk

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

SUBJECT: Acquisition of a Sewer Easement at 513 East Central for the Reconstruction of Sanitary Sewer from 10th Street to Douglas between Emporia and St. Francis (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 26, 2008, the City Council approved a project to reconstruct the sanitary sewer located between Emporia and St. Francis from Douglas to 10th Street North. Improvements include replacing the existing 18-inch main with a 21-inch main, rerouting sewage flows around the Via Christi campus and rerouting the line to eliminate existing conflicts with structures. The exiting line is currently located under the commercial building at 513 East Central. The project will relocate the line to the west of the building under an adjacent parking lot. This relocation requires a 20-foot wide easement totaling 2,600 square feet.

Analysis: The easement was valued at \$5,850. This amount was offered to the owner and accepted.

Financial Considerations: The funding source for the project is Sewer Utility revenues and reserves. A budget of \$5,900 is requested. This includes \$5,850 for the acquisition and \$50 for recording costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council approve the permanent easement; approve the budget; and authorize any necessary signatures.

Attachments: Permanent easement, aerial and tract map.

PERMANENT EASEMENT

THIS EASEMENT made this _____ day of _____, 2016, by and between Fran-Mar Investments, a Kansas corporation, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of Five Thousand Eight Hundred Fifty Dollars and No/100 (\$5,850.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining, and repairing a sewer line, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A parcel of land lying in J. R. Mead's Addition to Wichita, Kansas, being more particularly described as follows:

The East 20.00 feet of the West 25.00 feet of Lot 23 on Central Avenue

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer line.

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

Fran-Mar Investments, Inc.

Martin H. Hammer

By: Martin Hammer

Its: Vice-president, Fran Mar Investments

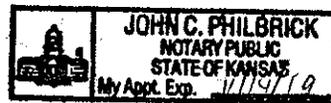
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on 19th day of July, 2016 by Martin Hammin Hammer as Vice-president of Fran-Mar Investments, Inc., a Kansas corporation.

John C. Philbrick

Notary Public

My Commission Expires: 11/14/19



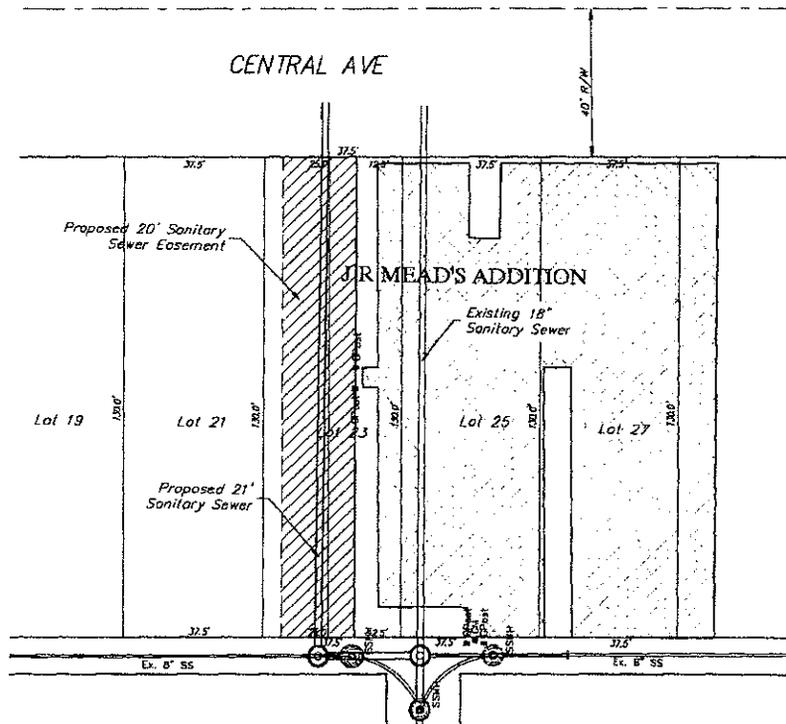
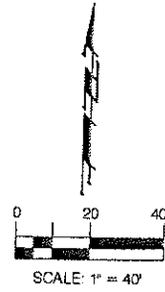
EXHIBIT

LEGAL DESCRIPTION:

A Proposed Sanitary Sewer Easement Described as Follows:

The East 20.00 feet of the West 25.00 feet of Lot 23 on Central Ave., J. R. Mead's Addition to Wichita, Sedgwick County, Kansas.

Containing 2,600.0 Sq. Ft.. More or Less.



Owner:

FRAN-MAR INV. INC.
PO Box 1995
Wichita, Kansas 67201-1995

St. Francis Relief Sanitary Sewer
Project Number 13-09-E969

E:/Projects/St Francis Relief SS/Civil 3D/SS Ph 1/Exhibit/519 E. Central.dwg

January 16, 2016



City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

SUBJECT: Acquisition of an Easement at 727 N. Waco for the Riverside Siphon Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 10, 2013, the City Council approved the funding to replace or rehabilitate failing water and sewer infrastructure using the Water Mains Replacement or Relocation Program or the Reconstruction or Rehabilitation of Aged Sanitary Sewers Program. The abandonment and replacement of a siphon at 727 N. Waco is a project within the Reconstruction or Rehabilitation of Aged Sanitary Sewers Program. On June 16, 2015, the City acquired an 827 square foot permanent easement and 1,830 square foot temporary construction easement. It was later determined that additional easement is needed to facilitate construction. The additional easement consists of 10,236.6 square feet.

Analysis: The owner agreed to accept the estimated market value of the taking at \$7,370, an amount based on \$9 per square foot for the land using the Kansas Department of Transportation's formula for calculating temporary easements. The south fence line will be impacted by the project but will be treated as a separate item after the work has been completed. The fence is estimated to cost up to \$5,000 but will be paid based on the cost to perform the repairs.

Financial Considerations: The City's Reconstruction or Rehabilitation of Aged Sanitary Sewers are being funded from future revenue bonds or sewer utility and water utility cash revenues. A budget of \$12,545 is requested. This includes \$7,370 for the acquisition, up to \$5,000 for the fence, and \$175 for title work and other administrative fees.

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

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

Attachments: Real estate purchase agreement, aerial and tract maps.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, made this ____ day of _____, 2016, by and between Colby B. Sandlian, as Trustee of the Colby B. Sandlian and Genevieve B. Sandlian Revocable Trust, dated October 2, 1990, and Six Pack, L.L.C., a limited liability company, parties of the first part, hereinafter referred to as "Sellers", and the City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer".

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to convey to the Buyer by a limited temporary construction easement for the purpose of constructing, operating, maintaining, and repairing a sewer system, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A Temporary Construction Easement across a portion of Lot 7, Block 1, Park Plaza First Addition, Wichita, Sedgwick County, Kansas being more particularly described as follows:

COMMENCING at the westerly most corner of Lot 7, Block 1, in said Park Plaza First Addition; Thence Bearing S44°00'00"E, along a line common to Lots 5 and 7, a distance of 31.40 feet to the **POINT OF BEGINNING**; Thence continuing Bearing S44°00'00"E, along said common line, a distance of 162.06 feet to a P.I. in the boundary of said Lot 7; Thence Bearing N46°00'00"E, along the boundary of said Lot 7, a distance of 87.89 feet; Thence Bearing N44°06'31"W, a distance of 45.95 feet; Thence Bearing N89°50'06"W a distance of 57.06 feet; Thence Bearing N00°08'20"W, a distance of 15.76 feet; Thence Bearing N33°44'31"W, a distance of 2.65 feet; Thence Bearing N00°28'04"E, a distance of 42.39 feet; Thence Bearing N26°02'28"W, a distance of 25.50 feet; Thence Bearing S88°23'36"W, a distance of 35.77 feet; Thence Bearing S40°00'59"W, a distance of 28.47 feet; Thence Bearing S28°05'30"W, a distance of 43.17 feet to the **POINT OF BEGINNING**, EXCEPT a platted 20' sewer Easement, and EXCEPT a Sanitary Sewer Easement recorded in the Office of the Sedgwick County Register of Deeds at Film 1426, Page 1126, and EXCEPT a Sanitary Sewer Easement recorded in the Office of the Sedgwick County Register of Deeds at Film 2957, Page 6886.

(said Temporary Construction Easement containing 0.235 acres, more or less)

Said easement shall expire upon completion of the sanitary sewer collection facilities construction, or June 30, 2017, whichever date arrives first.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to the Buyer the above-described real properties the sum of Seven Thousand Three Hundred Seventy Dollars (\$7,370) in the manner following to-wit: cash at closing
3. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
4. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
5. It is understood and agreed between the parties hereto that time is of the essence of this

contract, and that this transaction shall be consummated on or before August 31, 2016.

6. Possession to be given to Buyer at closing or at exchange of funds for easements.
7. Closing costs, if any, shall be paid by Buyer.
8. All parties hereby agree that the proceeds from the sale shall be split among the Sellers as follows:

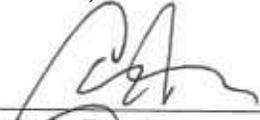
WITNESS OUR HANDS AND SEALS the day and year first above written.

**Colby B. Sandlian, as Trustee of the Colby B. Sandlian and
Genevieve B. Sandlian Revocable Trust, dated October 2, 1990**



Colby B. Sandlian, Trustee

Six Pack, L.L.C.



Craig L. Burns, Member

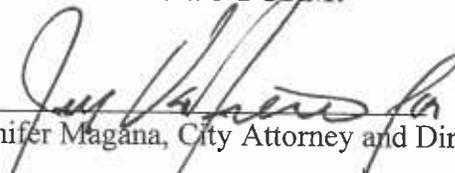
BUYER:

ATTEST:

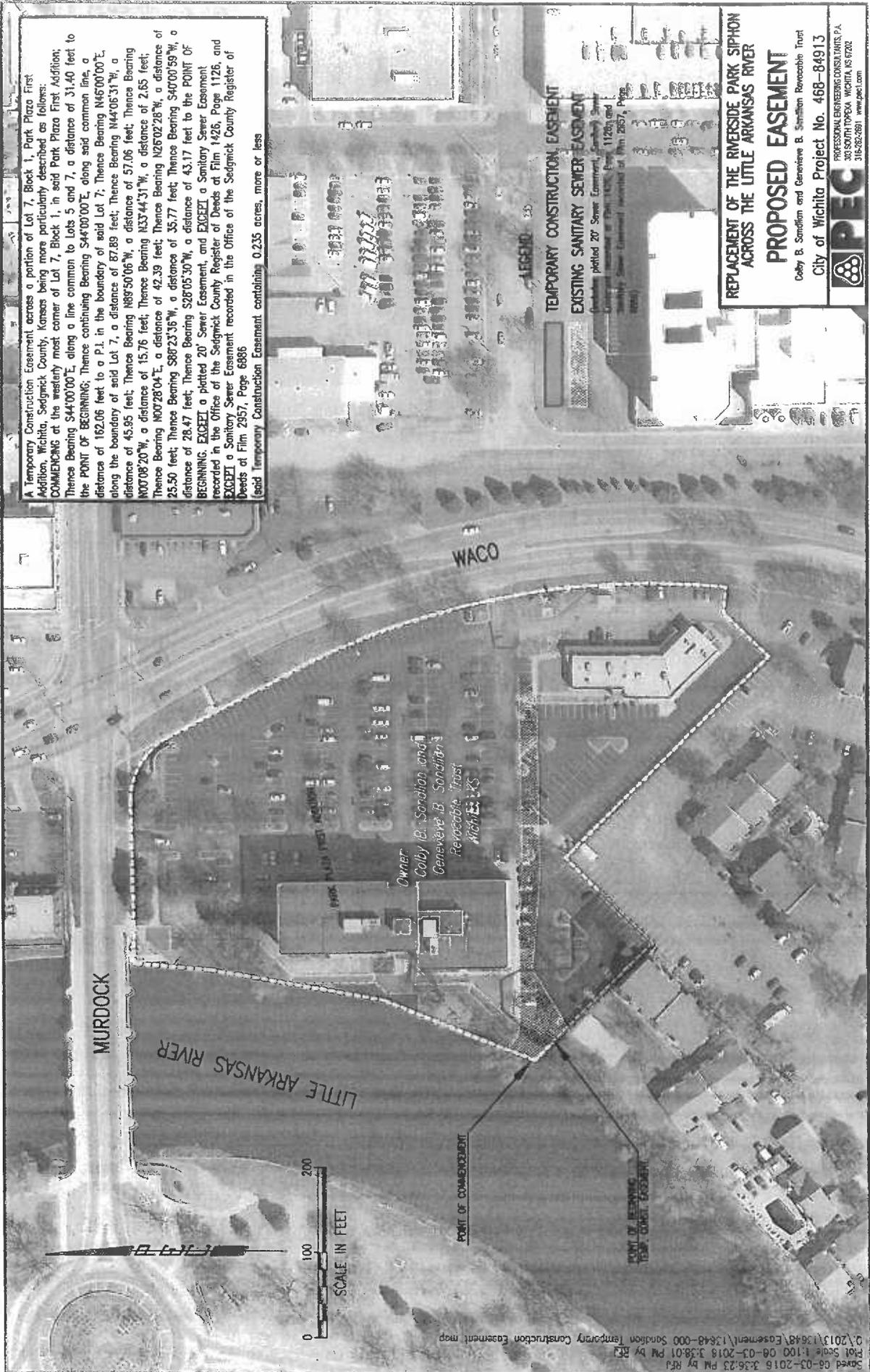
Jeff Longwell, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magana, City Attorney and Director of Law



A Temporary Construction Easement across a portion of Lot 7, Block 1, Park Plaza First Addition, Wichita, Sedgwick County, Kansas being more particularly described as follows: COMMENCING at the westerly most corner of Lot 7, Block 1, in said Park Plaza First Addition; Thence Bearing S44°00'00"E, along a line common to Lots 5 and 7, a distance of 31.40 feet to the POINT OF BEGINNING; Thence continuing Bearing S44°00'00"E, along said common line, a distance of 162.06 feet to a P.I. in the boundary of said Lot 7; Thence Bearing N46°00'00"E, along the boundary of said Lot 7, a distance of 87.89 feet; Thence Bearing N44°06'31"W, a distance of 45.95 feet; Thence Bearing N89°50'06"W, a distance of 57.06 feet; Thence Bearing N00°08'20"W, a distance of 15.76 feet; Thence Bearing N33°44'31"W, a distance of 2.65 feet; Thence Bearing N00°28'04"E, a distance of 42.39 feet; Thence Bearing N26°02'28"W, a distance of 25.50 feet; Thence Bearing S88°23'36"W, a distance of 35.77 feet; Thence Bearing S40°00'59"W, a distance of 28.47 feet; Thence Bearing S28°05'30"W, a distance of 43.17 feet to the POINT OF BEGINNING. EXCEPT a platted 20' Sewer Easement, and EXCEPT a Sanitary Sewer Easement recorded in the Office of the Sedgwick County Register of Deeds at Film 1426, Page 1126, and EXCEPT a Sanitary Sewer Easement recorded in the Office of the Sedgwick County Register of Deeds at Film 2957, Page 6886.

Said Temporary Construction Easement containing 0.235 acres, more or less

**REPLACEMENT OF THE RIVERSIDE PARK SIPHON
ACROSS THE LITTLE ARKANSAS RIVER**

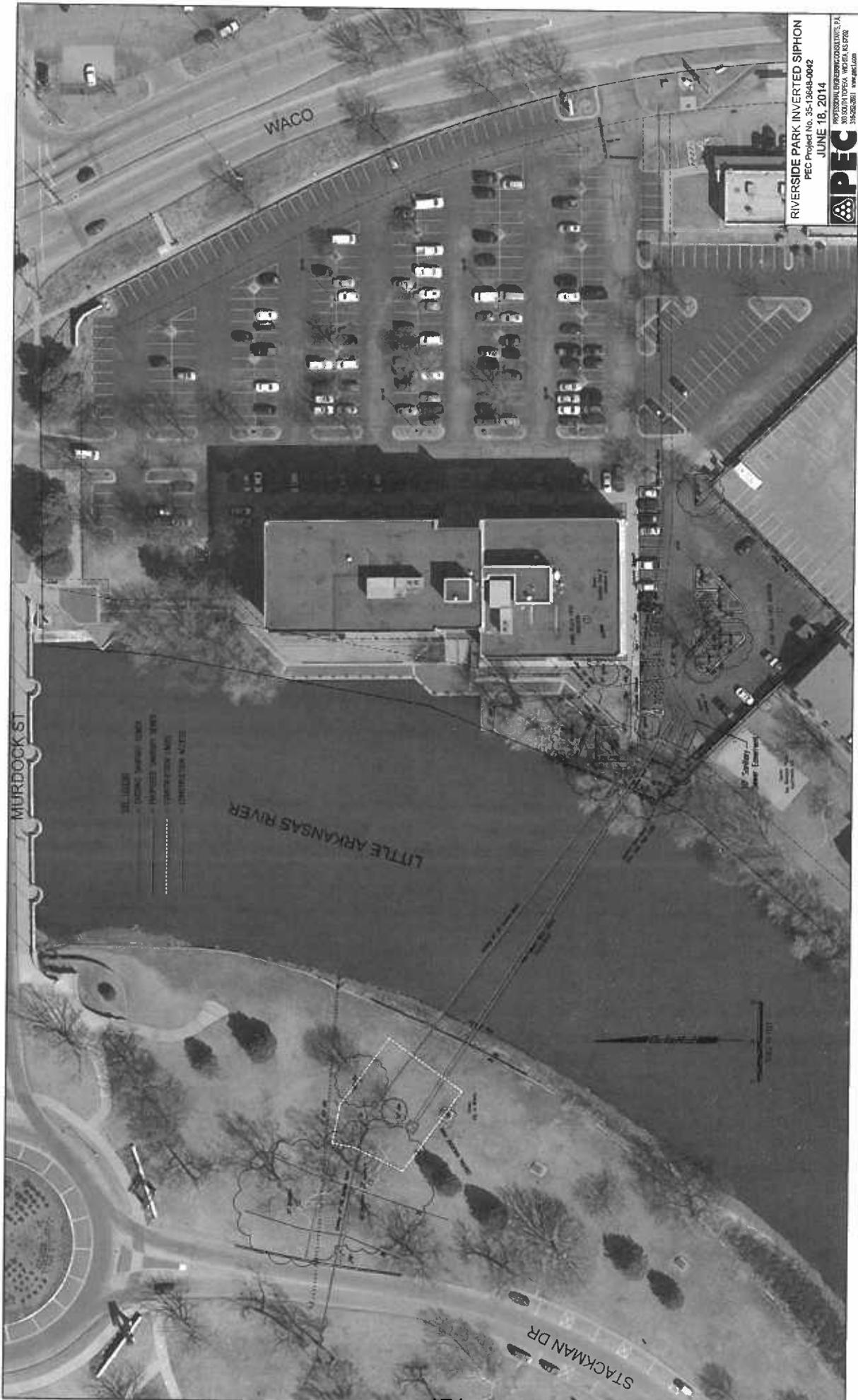
PROPOSED EASEMENT

Colby B. Sandifon and Genevieve B. Sandifon Revocable Trust
City of Wichita Project No. 468-84913

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
300 SOUTH TOPEKA WICHITA, KS 67202
316-262-2681 www.pec1.com

Saved: 08-03-2018 3:36:23 PM by RFL
Plot Scale: 1:100 08-03-2018 3:38:01 PM by RFL
Q:\2018\12648\Easement\12648-000 Sandifon Temporary Construction Easement map

in 2 Pl. in ca. ft.



MURDOCK ST

WACO

LITTLE ARKANSAS RIVER

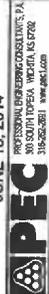
STACKMAN DR

- LEGEND
- SYPHON
 - TRUCK
 - PARKING
 - CONSTRUCTION

Stackman Dr

Stackman Dr

RIVERSIDE PARK INVERTED SIPHON
 PEC Project No. 35-1949-002
 JUNE 18, 2014



City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

SUBJECT: Amending Resolution for Kellogg and Webb Waterline Funding (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Adopt the amending resolution.

Background: On December 3, 2013, the City Council adopted Resolution No. 13-226 to fund waterline improvements associated with the Kellogg and Webb Interchange Project. The resolution authorized a project budget of \$1,620,000. The bid for the interchange project was within the engineer's estimate; however, the cost of work for the waterline portion exceeded the waterline budget. Therefore, additional spending authority of \$750,000 was added in July 2015, making the full expenditure budget \$2,370,000. The additional funding came from the 2015 Distribution Mains Replacement project that the City Council approved on December 9, 2014, to fund water main improvements at various locations as needed.

Analysis: Resolution No. 13-226 was not amended when the project budget was increased, creating two separate bonding authorities for the waterline work. An amending resolution has been prepared to consolidate the bonding authority for the Kellogg and Webb waterline improvements.

Financial Considerations: The project budget remains \$2,370,000, as previously approved. The funding source is Water Utility cash reserves or future revenue bond sales. If revenue bonds are issued, an additional 8% will be added for administrative and financing costs.

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

Recommendation/Actions: It is recommended that the City Council adopt the amending resolution and amending notice of intent, and authorize the necessary signatures.

Attachments: Amending resolution, amending notice of intent, and budget sheets.

Project Request

CIP Non-CIP CIP YEAR: 2013 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities DIVISION: Distribution RESOLUTION/ORDINANCE #: 16-

ENGINEERING REFERENCE #: 448-90591

FUND: 544 Water Construction

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: Aug 2, 2016 REQUEST DATE: _____

PROJECT #: 753038 PROJECT TITLE: Water Line Kellogg & Webb (W-38)

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Water Line Kellogg & Webb (W-38)

OCA #: 635815 OCA TITLE: Water Line Kellogg & Webb (W-38)

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4572

PROJECT MANAGER: Mike Armour PHONE #: 268-4598

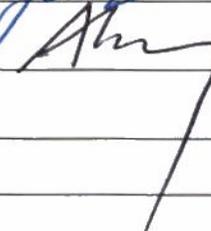
NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9813 Cash Transfer In	\$1,620,000.00	\$750,000.00	\$2,370,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total	\$1,620,000.00	\$750,000.00	\$2,370,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$2,370,000.00	\$0.00	\$2,370,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total Expense:	\$2,370,000.00	\$0.00	\$2,370,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: 
 DEPARTMENT HEAD: 
 BUDGET OFFICER: _____
 CITY MANAGER: _____

Print Form

DATE: 07/19/16
 DATE: 7/19/16
 DATE: _____
 DATE: _____

RESOLUTION NO. 16-_____

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 13-226 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 13-226 of the City (the "Prior Resolution"), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, and improve the Utility in the following manner:

Water Line Kellogg & Webb (W-38)

(the "Project") at an estimated cost, including related design and engineering expenses of \$1,620,000; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$1,749,600 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds") to be payable from the revenues of the Utility; and

WHEREAS, the City now realizes the financing initiated under the Prior Resolution will not suffice for completion of the Project and it is therefore necessary to amend the Prior Resolution.

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

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

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

Water Line Kellogg & Webb (W-38)

(the "Amended Project") at an estimated cost, including related design and engineering expenses of \$2,370,000. It is hereby further authorized, ordered and directed that the Amended Project be designed, acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$2,559,600 (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made on or after the date 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on August 2, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña

for Jennifer Magaña, Director of Law
and City Attorney

(Published in *The Wichita Eagle*, on August 5, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), adopted Resolution No. 16-_____, on August 2, 2016, (the "Resolution"). The Resolution amended Resolution No. 13-226 (the "Prior Resolution") which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair and improve the City of Wichita, Kansas Water and Sewer Utility (the "Project"), which is owned and operated by the City (the "Utility"), and authorized the issuance of revenue bonds in amount not to exceed \$1,749,600 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. The City desired to increase the estimated costs and financing authority for design and construction of the Project and it was therefore necessary to amend the Prior Resolution to support the work on

Water Line Kellogg & Webb (W-38)

(the "Amended Project") at an estimated cost, including related design and engineering expenses of \$2,370,000 and declared the intention to issue revenue bonds an aggregate principal amount not to exceed \$2,559,600 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds") in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

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

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on August 2, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

RESOLUTION NO. 16-207

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 13-226 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 13-226 of the City (the “Prior Resolution), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, and improve the Utility in the following manner:

Water Line Kellogg & Webb (W-38)

(the “Project”) at an estimated cost, including related design and engineering expenses of **\$1,620,000**; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$1,749,600** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”) to be payable from the revenues of the Utility; and

WHEREAS, the City now realizes the financing initiated under the Prior Resolution will not suffice for completion of the Project and it is therefore necessary to amend the Prior Resolution.

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

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

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

Water Line Kellogg & Webb (W-38)

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of **\$2,370,000**. It is hereby further authorized, ordered and directed that the Amended Project be designed, acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$2,559,600** (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made on or after the date 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on **August 2, 2016**.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law
and City Attorney

(Published in *The Wichita Eagle*, on August 5, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), adopted Resolution No. 16-207, on **August 2, 2016**, (the “Resolution”). The Resolution amended Resolution No. **13-226** (the “Prior Resolution”) which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair and improve the City of Wichita, Kansas Water and Sewer Utility (the “Project”), which is owned and operated by the City (the “Utility”), and authorized the issuance of revenue bonds in amount not to exceed **\$1,749,600** in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. **The City desired to increase the estimated costs and financing authority for design and construction of the Project and it was therefore necessary to amend the Prior Resolution to support the work on**

Water Line Kellogg & Webb (W-38)

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of **\$2,370,000** and declared the intention to issue revenue bonds an aggregate principal amount not to exceed **\$2,559,600** under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”) in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

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

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on August 2, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

SUBJECT: Federal Bureau of Investigation (FBI) and Wichita Police Department (WPD), Kansas City Metropolitan Safe Streets Task Force (KCSSFT) Memorandum of Understanding (MOU)

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve participation in the Kansas City Metropolitan Safe Streets Task Force (KCSSTF).

Background: The FBI Regional Office in Kansas City organized the Safe Streets Task Force. In expanding its mission of protecting the community from violent offenders, it has initiated a partnership with the Wichita Police Department and the Sedgwick County Sheriff's Office to replicate the task force in the local FBI office. The task force focuses on violent crimes and specific violent offenders within Wichita. Recently, the task force has focused on the increase in robberies. In a coordinated effort, several individuals have been apprehended and have been charged in both Federal and State court.

Analysis: The mission of the Safe Street Task Force (SSTF) is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSFT will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

Financial Considerations: The Federal Bureau of Investigation (FBI) reimburses the Wichita Police Department for overtime up to \$17,548 per Task Force Officer, per year. Participation in the Task Force entitles the Department to share in a portion of Federal seizures, enhancing the Department's resources for criminal investigation. The Wichita Police Department is responsible for the base salary and benefits for a detective assigned to the task force.

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

Recommendations/Actions: It is recommended that the City Council approve Kansas City Metropolitan Safe Streets Task Force MOU and Agreement.

Attachments: MOU and Agreement.



WICHITA POLICE DEPARTMENT

Assign to Jov
12-4-15
SD

TO: Jennifer Magana, City Attorney and Director of Law
FROM: Nelson L. Mosley, Interim Chief of Police
SUBJECT: FBI Kansas City Metropolitan Safe Streets Task Force
DATE: December 2, 2015

RECEIVED DEC -4 2015

The purpose of this memorandum is to request the Law Department review and approve the attached Memorandum of Understanding between the Federal Bureau of Investigation (FBI) and the Wichita Police Department (WPD) for participation in the Kansas City Metropolitan Safe Streets Task Force (KCSSFT).

Any assistance provided is appreciated.

Nelson L. Mosley #1331
Nelson L. Mosley
Interim Chief of Police

NLM:jm

Approve
 Disapprove

Jennifer Magana
Jennifer Magana, Director of Law

Date: 12-13-15



FOR OFFICIAL USE ONLY

**FEDERAL BUREAU OF INVESTIGATION
KANSAS CITY METROPOLITAN SAFE STREETS TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Wichita Police Department (WPD) (LEA). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the Kansas City Metropolitan Safe Streets Task Force (KCSSTF) personnel formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

1

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SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the SSTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the Kansas City Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the Safe Streets Task Force Coordinator (Task Force Coordinator). Either the SSTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
8. SSTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
9. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

B. Case Assignments

11. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSTF Supervisor.
13. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.

2

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14. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

16. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
18. SSTF investigative leads outside of the geographic areas of responsibility for FBI Kansas City Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF. These disclosures will be consistent with applicable FBI guidelines.
20. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
21. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
23. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
25. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
26. Records and reports generated in SSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
27. SSTF investigative records maintained at the Kansas City Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSTF personnel.
29. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
31. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or

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Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

32. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

38. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
39. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the

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evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.

40. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

41. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
42. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

44. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES¹

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

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45. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

47. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

48. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.
49. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

50. In furtherance of this MOU, employees of LEA may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to LEA SSTF personnel will require the execution of a separate Vehicle Use Agreement.
51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.
52. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA SSTF personnel, except where liability may fall

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under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LEA SSTF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

55. The FBI and LEA remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

57. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

FUNDING

58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by

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each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
60. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

DISPUTE RESOLUTION

61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SSTF AND SECURITY CLEARANCES

65. If an LEA candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
66. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.
67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

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68. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
69. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

70. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.
71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the SSTF or otherwise relating to the SSTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the SSTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any SSTF personnel.
73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named

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Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Kansas City Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.

74. Liability for any conduct by SSTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

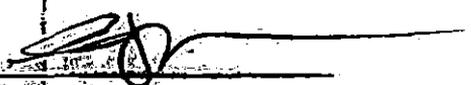
75. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

MODIFICATIONS

78. This agreement may be modified at any time by written consent of all involved agencies.
79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

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SIGNATORIES



Eric Jackson
Special Agent in Charge
Federal Bureau of Investigation

2/23/2016

Date



Nelson Mosley
Chief of Police
Wichita Police Department

12/28/15

Date

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COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
Wichita Police Department (AGENCY)

TASK FORCE FILE # #66F-KC-C84787

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized Heart of America Joint Terrorism Task Force as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the Wichita, Kansas Police Department located at 455 N. Main, Wichita, Kansas 67202, Taxpayer Identification Number: 48-6000653, Phone Number: (316)268-4115 that:

1. Commencing upon execution of this agreement, the FBI will, subject to availability of required funding, reimburse the agency for overtime payments made to officers assigned full-time to the task force.
2. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.
3. Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/ Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.
4. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.
5. The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

OCCO CRA template 5/23/04

6. Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7. Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8. Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2005 must be received by the FBI by December 31, 2005. The FBI is not obligated to reimburse any requests received after that time.

10. This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

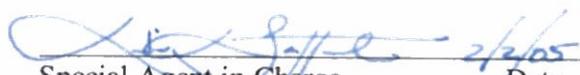
FOR THE AGENCY:



Chief of Police
Norman D. Williams

1-27-05
Date

FOR THE FBI:



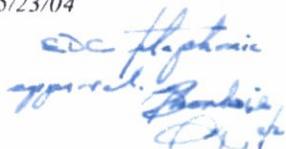
Special Agent in Charge

2/2/05
Date

Contracting Officer
FBI Headquarters

Date

OCCO CRA template 5/23/04



NOTICE OF LIMITS

FOR

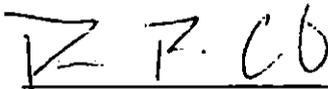
FY 2016 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA and an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

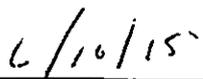
For **Fiscal Year 2016**, the maximum limits for reimbursements under these CRAs are **\$1,462.33** per month and **\$17,548** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2015.

These reimbursements are limited to eligible officers' direct overtime salary expenses and shall not include any costs associated with the LEA's indirect expenses or officers' benefits such as retirement, social security, and similar related expenses.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.



Paul R. Courtney
Head of Contracting Activity
Federal Bureau of Investigation



Date

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council
SUBJECT: Grant with the Kansas Department of Transportation (All Districts)
INITIATED BY: Wichita Transit
AGENDA: Consent

Recommendation: Approve the KDOT grant and authorize the Mayor to execute the agreement.

Background: The Kansas Department of Transportation (KDOT) grant application process requires official action by the governing body authorizing staff to: execute approved grants, and administer the grant's program. The governing body's approval will authorize the City of Wichita Transit Department to receive eligible state funds in support of the City's transit services. A public hearing was held on June 17th, 2016.

The City of Wichita has been allotted \$1,670,604 for State Fiscal Year 2017 (timeframe is July 1, 2016 through July 31, 2017), which may be used for capital or operating expenditures.

Analysis: The grant will provide for continued KDOT-funded operations including: operator wages, fuel and paratransit services. No capital items will be purchased with this fiscal year's allotment.

Financial Consideration: The total grant request is \$1,670,604. The funds are 100% grant supported, and require no local match.

Legal Consideration: The Law Department has approved the contract as to form.

Recommendation/Actions: It is recommended that the City Council approve the KDOT grant and authorize the Mayor to execute the agreement.

Attachments: KDOT SFY2017 Agreement for State grant funds.

KDOT Info Sheet

Date _____

CMS Number 012170115

Project Number PT-0779-17

Agency's Name

Wichita Transit

Agency's Federal Tax Id Number (FEIN) _____

Agency's Dun & Bradstreet # (DUNS) _____

SAM Expiration Date _____
(System for Awards Management)

Electronic Direct Deposit Yes _____ No _____

* Account information must be on file.

Payment mailing address:

Phone Number _____

Fax Number _____

**AGREEMENT FOR CAPITAL AND OPERATING ASSISTANCE FUNDS
FOR
STATE TRANSPORTATION PROJECTS
BETWEEN
THE SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS
AND
CITY OF WICHITA**

THIS AGREEMENT made this 1st day of July, 2016, is between Michael S. King, Secretary of Transportation of the state of Kansas (the “Secretary”) and the City of Wichita, (the “Provider”).

RECITALS:

- A. The Coordinated Public Transportation Assistance Act, K.S.A. 75-5032 et seq. (CPTAA) provides in part for capital grants to transit authority grantees for the specific purpose of assisting them in providing transportation services meeting the special needs of elderly persons and persons with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate.
- B. The Legislature of the State of Kansas has authorized the Secretary to administer the financial assistance by selecting projects of eligible applicants and administering the funds.
- C. The Secretary has delegated this authority to KDOT’s Bureau of Transportation Planning, Public Transportation Unit.
- D. The Provider has expressed an interest in sponsoring the Project within its geographic area to include the provisions and support of Public Transportation Services.
- E. The Secretary is willing to provide financial assistance to the Provider for the Project, subject to the terms and provisions contained in this Agreement.

In consideration of the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Capital Equipment”** means the personal property items identified in Appendix A, to be purchased by Provider pursuant to this Agreement.
- 3. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

4. **“Parties”** means the Secretary and KDOT, individually and collectively, and the Provider.
5. **“Project”** means those Public Transportation Services to be provided as set forth in the Provider’s Project Application.
6. **“Project Application”** means the Provider’s Project application for funding submitted to the Secretary by the Provider for state CPTAA funding, incorporated into this Agreement by this reference.
7. **“Project Budget”** means the budget in Appendix A, which sets forth the allowable Project Costs for the Project and establishes the amount the Secretary will reimburse the Provider for those costs, incorporated into this Agreement by this reference.
8. **“Project Costs”** means the allowable expenses for the Project to be incurred by the Provider.
9. **“Provider”** means **City of Wichita**, whose office is located at **777 East Waterman, Wichita, KS 67202-4615**, acting by and through _____, its duly authorized representative.
10. **“Public Transportation Services”** has the same meaning set forth in the CPTAA for “Public Transportation Services.”
11. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.

ARTICLE II

PARTY RESPONSIBILITIES:

1. **Purpose of Agreement.** The purpose of this Agreement is to state the terms, conditions and mutual understandings of the Parties as to the manner in which the Project will be undertaken and completed.
2. **Scope of Project.** The Provider shall undertake and complete the Project as described in its application which is incorporated into this Agreement in accordance with the terms and conditions of this Agreement.
3. **Cost of Project.** The cost of the Project for FY 2017 will be \$1,670,604.00, of which \$1,670,604.00 will be provided by the Secretary from state funds. The funding will be used to support the purchase of Capital Equipment and operating expenses, as listed in Appendix A. In addition to the purchase of the Capital Equipment, the Project will include operating costs as delineated in Appendix A, Project Budget. The Provider agrees it will provide the local funds in an amount sufficient, together with the grant, to assure payment of the total Project Costs. The Provider shall initiate and prosecute to completion all actions necessary to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs. The Provider further agrees no refund or reduction of the

amount so provided will be made unless there is, at the same time, a refund made to the Secretary of a proportional amount of the grant.

4. **Provider Matching Share.** The Provider's designated combination of federal, state, local, and/or private funding source has been or will be committed to provide the Provider's required share for the Project.

5. **Time Restriction on Reimbursement.** The Provider's requests for reimbursement must be submitted by the Provider no later than **September 1, 2017**. Any funds not claimed for reimbursement by that date are forfeited by the Provider and will be retained by the Secretary. No funds will be carried over.

6. **Agreement Time.** This Agreement is effective from the date of execution of this Agreement until the useful life of the Capital Equipment, as determined by the Secretary, is expired unless this Agreement is terminated sooner in accordance with Section 10, titled Disposal of Capital Equipment, and/or Section 17, titled Termination of Agreement.

7. **Contractual Provisions.** The provisions and assurances found in the approved Project Application are incorporated into this Agreement.

8. **Title of Capital Equipment.** The Provider shall hold title to all Capital Equipment purchased pursuant to this Agreement and secured pursuant to Section 11 titled Creation of Security Interest of this Agreement.

9. **Use of Capital Equipment.** The Provider agrees the Capital Equipment will be used for the provision of transporting the general public to and from activities within the area described in the Provider's Project Application. The Provider shall maintain, in amount and form satisfactory to the Secretary, such insurance or self-insurance as will be adequate to protect Capital Equipment through the period of required use. The Provider shall keep satisfactory records with regard to use of the Capital Equipment and submit to the Secretary upon request such information as is required to ensure compliance with this Section. Capital Equipment may be used for the provision of Public Transportation Services within the metropolitan planning area, as defined by the Metropolitan Planning Organization (MPO) pursuant to 23 C.F.R. Part 450 for the Provider's geographic area. If, at any time, any capital equipment is used in a manner not approved by the Secretary or withdrawn from transportation service whether by planned withdrawal or casualty loss, the Provider shall immediately notify the Secretary. Refer to Section 10, Disposal of Capital Equipment, for procedures regarding capital equipment disposition.

10. **Disposal of Capital Equipment.** The Provider agrees the Secretary has reserved the right to dispose of the Capital Equipment as follows:

(a) **Misuse.** If, at any time, any Capital Equipment is used for purposes other than those described in the Project Application or approved by the Secretary, the Provider shall immediately notify the Secretary. The Secretary then has the option of having the Provider remit to the Secretary a proportional amount of the fair market value, if any, of the Capital Equipment, which shall be determined on the basis of the ratio of the financial assistance made by the Secretary to the actual costs of the Capital Equipment, as listed in Appendix A.

Fair Market value shall be deemed to be the value of the property as determined by a competent appraisal solicited by the Secretary.

(b) Casualty Loss. In the event of loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account of the Provider shall be considered fair market value. In no event is salvage value to be considered fair market value.

(c) Withdrawal. At any time the Capital Equipment is withdrawn from transportation service by planned withdrawal, the Provider shall immediately notify the Secretary and shall remit to the Secretary a proportional amount of the fair market value. The proportional amount to be based on the original funding ratio of the Capital Equipment as listed in the Appendix A.

(d) Buy Out. The Provider can submit a written request to the Secretary to obtain release of the vehicle lien only upon the Provider's withdrawal from the program or Capital Equipment replacement. The Provider understands the Secretary has the option to approve or disapprove the request to release the lien. If a request is approved, the Provider agrees to buy out the state interest based on a proportional amount of the fair market value as determined by the Secretary. The proportional amount will be based on the original funding ratio of the Capital Equipment as listed in Appendix A.

(e) Default. Any material default by the Provider in the Project Application or this Agreement allows the Secretary the option of requiring the Provider remit to the Secretary a proportional amount of the fair market value, as identified in Appendix A.

11. **Creation of Security Interest**. For the purpose of securing the performance of all the terms and conditions of this Agreement by the Provider, the Provider hereby grants to the Secretary, pursuant to K.S.A. § 84-9-101, et seq., of the Kansas Uniform Commercial Code, a security interest in the Capital Equipment listed in Appendix A of this Agreement.

12. **Records and Reports**.

(a) Establishment and Maintenance of Accounting Records. The Provider shall establish and maintain a separate account for the Project, either independently or within its existing accounting system, to be known as the Project account. The Provider agrees to keep detailed and accurate accounting records of all labor, material, supplies, incidentals, and any other necessary costs involved in the Project.

(b) Retention and Inspection of Reports. The Provider shall retain at its offices during the period of contract performance and for a period of five (5) years from the date of the release of the security lien on the vehicle to the Provider all accounting records and other evidence pertaining to the Project Costs. Copies of such records will be made available for inspection by the Secretary or his or her authorized representatives upon request. The Provider shall permit the Secretary or his or her authorized representatives to inspect and audit all books and records pertaining to the Project and Project Costs at all reasonable times.

- (c) Reports. The Provider shall advise the Secretary regarding the progress of the Project at such times and in such a manner as the Secretary may require, including, but not limited to, meetings and/or written reports. The Provider shall submit to the Secretary such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Secretary. Such records, include, but are not limited to, the keeping of daily trip records.
13. **Maintenance and Inspection of Capital Equipment**. The Provider shall maintain, at its expense, all Capital Equipment in accordance with the detailed maintenance and inspection schedules furnished by the manufacturer. The Provider shall submit to certification of compliance with required maintenance procedures to the Secretary on an annual basis.
14. **Maximum Utilization of Capital Equipment**. In connection with the performance of the Project, the Provider will cooperate with the Secretary in meeting its commitments and goals with regard to the maximum utilization of Capital Equipment, insuring said Capital Equipment is used in a fashion that will not hamper interagency cooperation and coordination of transportation services provided in their respective geographic area.
15. **Default**.
- (a) Remedies.
- (1) If the Provider fails to perform any of the terms of this Agreement where such failure would constitute grounds to terminate this Agreement as provided in Section 17, titled Termination of Agreement, or if the Provider becomes insolvent, ceases doing business as a going concern, conservatorship, or receivership or bankruptcy proceedings are instituted by or against the Provider, the Secretary shall have the option to terminate this Agreement in addition to and without prejudice to any other rights and remedies provided under this Agreement and any laws and regulations.
- (2) The Secretary may, upon default by the Provider, repossess any of the Capital Equipment. Any repossession however, shall not constitute a termination of this Agreement unless the Secretary notifies the Provider of termination in writing. It is the Secretary's option to dispose of the capital equipment in accordance with procedures incorporated into this Agreement. The Provider shall be liable to the Secretary for all fees, and expenses, including attorney fees, incurred in connection with any repossession of the Capital Equipment or their disposition as provided herein.
- (b) Non-waiver. Failure by the Secretary to require strict compliance with this Agreement by the Provider does not constitute a waiver of said Agreement or any provision thereof. No waiver by the Secretary of any breach or default of the Provider shall be deemed a waiver of any breach or default thereafter occurring.
16. **Indemnification**. The Provider shall indemnify and hold harmless the Secretary, and his or her officers, agents, employees from any and all costs, liabilities, expenses, damages, suits, judgments, and claims of any nature whatsoever arising out of or in connection with the provisions

or performance of this Agreement, or any contracts entered into under this Agreement, or the operation of the vehicle described herein, by the Provider, its agents, or subcontractors.

17. **Termination of Agreement.**

(a) Without Cause. The Secretary may for any reason cancel the Project and terminate this Agreement by written notice from the Secretary to the Provider.

(b) For Cause. The Secretary shall terminate this Agreement by written notice to the Provider for any of the following reasons:

- (1) The Provider, during the Capital Equipment's useful life, discontinues use of such capital equipment for the purpose of providing transportation services to elderly persons and persons with disabilities.
- (2) The Provider takes any action pertaining to this Agreement without the approval of the Secretary as required by this Agreement.
- (3) The commencement or timely completion of the Project by the Provider is, for any reason, rendered improbable, impossible, or illegal.
- (4) A material breach of this Agreement by the Provider, or a subcontractor.
- (5) The Provider becomes insolvent or commits an act of bankruptcy, or makes a general assignment for the benefit of creditors to an agent authorized to liquidate his property or assets, or becomes involuntarily bankrupt, or if a writ or warrant of attachment or levy on a judgment or other similar process is issued by any court against all or a substantial portion of the Capital Equipment of this Agreement, and the same is not removed and discharged within thirty (30) days after entry, levy or service, then this Agreement shall be deemed breached by the Provider, and terminated.

(c) Termination by Provider. The Provider may cancel the Project and terminate the agreement only upon written request to the Secretary and after receiving written approval by the Secretary.

(d) Action upon Termination. Upon termination of this Agreement, the Provider agrees to dispose of the Capital Equipment in accordance with policies and procedures in Section 10, Disposal of Capital Equipment. The termination of this Agreement shall not relieve the Provider of any of their rights and obligations to the Secretary existing at the time of expiration, or terminate those obligations of the Provider, which, by their nature, survive the termination of this Agreement.

18. **Additional Representations and Covenants of the Provider.** The Provider makes the following additional representations, warranties and covenants to the Secretary:

- (a) Third Party Agreements. The Provider shall not assign this Agreement, execute any subcontract, amendment, or change order thereto, nor obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Secretary.
- (b) Secretary's Employees. The Provider will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the Secretary for any work required by the terms of this Agreement.
- (c) Compliance with Laws. The Provider agrees to comply with all federal, state, and local laws, ordinances, and regulations in the implementation of the Project covered in this Agreement, including, but not limited to, Title VI, Title VII, and Title IX of the Civil Rights Act of 1964, 49 U.S.C. § 5332, and Executive Order 11246, as amended.
- (d) Responsibility to Employees. The Provider accepts full responsibility for providing workers' compensation coverage and for payment of unemployment insurance and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in the work authorized by this Agreement, and will indemnify and hold harmless the Secretary from the same.
- (e) Capabilities. The Provider possesses and will maintain requisite fiscal, managerial, and legal capacity to carry out the Project.

19. **Covenant Against Contingent Fees**. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Secretary shall have the right to annul this Agreement without liability, or in his or her discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. (See Special Attachment No. 2, Certification of Provider and Certification of Secretary of Transportation, which is incorporated into this Agreement by this reference).

20. **Equal Employment Opportunity**. In connection with the execution of this Agreement, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, disabilities or national origin. The Provider shall take affirmative action to insure applicants are employed, and employees are treated during this employment without regard to race, religion, color, age, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

21. **Cooperation and Coordination of Transportation Services**. The Provider has demonstrated and will continue to demonstrate acceptable efforts to achieve coordination with other transportation providers and users, including private transit and paratransit operators capable of

providing service and social service agencies capable of purchasing service. In connection with the performance of the Project, the Provider will cooperate with the Secretary in meeting the Secretary's goals and commitments with regard the provision of service that will not hamper interagency cooperation and coordination of transportation services provided in their respective geographic area.

22. **Disputes.** The Secretary shall resolve any disputes which may arise out of, or relating to, this Agreement when the Secretary and the Provider have been unable to resolve such disputes through negotiation. The Provider agrees to abide by the Secretary's resolution of any dispute.

23. **Prohibition Against Use of State Funds for Lobbying.** The Provider or any subcontractor shall not use state assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before the State Legislature.

24. **Status of the Contractor and the Secretary for the State of Kansas Procurement Procedures.** The Secretary shall not be responsible for any obligations that the Provider has assumed with using the State of Kansas' procurement procedures. Furthermore, the Provider acknowledges and agrees that its request to the Secretary to use the State of Kansas' procurement procedures shall not bind the Secretary to render or provide assistance in any manner associated with this Agreement.

25. **Prohibited Interest.** No member, or officer, of the Provider, during his/her tenure or two years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE III

GENERAL PROVISIONS:

1. **Survival of Obligations.** The Provider shall remain obligated to the Secretary under all provisions of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to the Indemnification provisions.

2. **Civil Rights Act.** The "Special Attachment No. 3," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions Attachment.** The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached, are hereby incorporated in this Agreement and made a part hereof (See Special Attachment No. 1).

4. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Provider and their successors in office.

5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

6. **Revisions to Agreement.** Any proposed amendment to this Agreement must be submitted in writing to the Secretary for approval and is not valid and binding unless a written amendment is signed by the Secretary and the Provider.

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its requirements or modification.

IN WITNESS WHEREOF: the Parties have caused this Agreement to be signed by their duly authorized officers to be effective on the day and year first above written.

CITY OF WICHITA

**SECRETARY OF TRANSPORTATION
KANSAS DEPARTMENT OF TRANSPORTATION**

BY: _____
Print Name: _____

BY: _____
Print Name: Davonna C. Moore

TITLE: _____

TITLE: Assistant Bureau Chief

Attest: _____

Attest: _____

Approved as to form:

Form Approved
From 4/29/2016 to 4/29/2017
By: JLT Legal Dept. KDOT

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

CERTIFICATION OF PROVIDER

I hereby certify that I am the City Mayor and duly authorized representative of Wichita Transit, whose address is 777 East Waterman, Wichita, Kansas 67202-4615 and that neither I nor the above Provider I here represent has:

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above Provider) to solicit or secure this agreement.

(b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Provider) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this agreement and is subject to State and Federal laws, both criminal and civil.

(Date)

CERTIFICATION OF THE SECRETARY OF TRANSPORTATION

I hereby certify that I am the Secretary of Transportation of the State of Kansas and that the above Provider or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the above referenced firm in connection with this agreement, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Secretary of Transportation
for the State of Kansas

BY: Davonna C. Moore
Assistant Bureau Chief

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

SUBJECT: HOME Program- Boarded-up House Program Funding Allocation, Mennonite Housing Rehabilitation Services, Inc. (District III)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the HOME Program funding allocation and authorize the necessary signatures.

Background: On May 5, 2015, the City Council approved final allocations from the 2015-2016 Second Program Year Action Plan, which included \$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 designated CHDOs.

Analysis: HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant homebuyers 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 provided through the Boarded-up House Program must be sold to income-eligible owner-occupant homebuyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Mennonite Housing Rehabilitation Services, Inc. (MHRS) has requested funding from the Boarded-up House Program to acquire and demolish a blighted residential structure located at 1004 S. Topeka, in order to construct a new home on the site. MHRS is a City-designated, non-profit CHDO.

The HOME program requires an environmental review prior to 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, noise mitigation, and requirements for the installation of radon systems. In addition, homes constructed with HOME funding must comply with Energy Star, 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 development cost is estimated to be \$165,200. Staff proposes a HOME funding allocation of \$79,500 for the proposed project, which will be provided in the form of zero-interest, forgivable participation construction loans. A local bank will provide a construction loan equivalent to 70% to 75% of the appraised value of the home to be constructed.

Legal Considerations: The Law Department has reviewed and approved the funding agreement and the proposed budget transfer as to form.

Recommendations/Actions: It is recommended that the City Council approve the HOME 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 Community Housing Development Organization

HOME Investment Partnerships
Program

2015 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 **August 2, 2016**, 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. (MHRS, a Community Housing Development Organization 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 **May 31, 2017**, 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 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 \$79,500 as referenced in Exhibit B. Contract payments above \$79,500 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 the applicable requirements of 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 be certified to be compliant with the current version of Energy Star. (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 MHRS 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
City Attorney and Director of Law

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Mennonite Housing Rehabilitation Services, Inc., hereinafter referred to as the "City" and "Developer" (or MHRS) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$79,500.00 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

1004 S. Topeka, PIN 123829

A single-family home is to be constructed on each site, following demolition of existing structure(s). The single-family home(s) must be sold to income-eligible owner-occupant buyers.

If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit "B".

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loan(s), in the maximum amount of \$21,110 per housing unit, or a total of \$21,110, in addition to applicable and eligible homebuyer training costs.

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 Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

- B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes,

purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

- B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.
- C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.
- D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.
- E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The MHRS President/C.E.O. will supervise operations and administration on a day-to-day basis. The MHRS Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be \$79,500.00, 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 **\$79,500.00** for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\$ 79,500.00

TOTAL \$ 79,500.00

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

1. The City and MHRS also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
2. MHRS will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the “Developer” shall become the “Owner”, and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.
2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

2 Bedroom: \$723 - \$198 (Utility Allowance) = \$544.00

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 projects containing five or more HOME-assisted units. 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, 2017**, 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, 2017, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

- C. Additionally, a narrative or other description of progress may be provided.

- D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.
- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in MHRS (Copy of Deed, and/or Title Insurance Binder/Policy)
- F. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.
- H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

- I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.
 - J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with 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 projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
 3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.
 4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
 5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.
- The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.
- C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
- D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

- F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.
- G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

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

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\$ 79,500.00

TOTAL

\$ 79,500.00

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	10,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	134,682.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	4,000.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	1,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	150,182.00
(G) Plus: Developer Fee (<u> 10 </u> %) of (F)	15,018.00
(H) Total Per-Unit Cost (F + G)	165,200.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	85,700.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
Project Subsidy Required, per unit (H – I – J)	79,500.00

Number of Units to be Developed 2

Total Amount of Funding Requested (Number of Units to be Developed 2 X Project Subsidy Required Per Unit) \$79,500

Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

<u>Sources</u>	<u>Amount</u>	<u>Uses</u>	<u>Amount</u>
Construction Financing	64,275.00	Acquisition Costs	10,000.00
		Project “Soft” Costs	4,000.00
HOME (Gap) Financing	79,500.00	Construction Costs	134,682.00
Repayment of Subsidy Loans	21,425.00	Site Improvements	1,500.00
		Developer Fee	15,018.00
TOTAL	165,200.00	TOTAL	165,200.00

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

SUBJECT: HOME Program - Housing Development Loan Program Allocation, Jakub's Ladder, Inc. (District IV)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the HOME Program funding allocation and authorize the necessary signatures.

Background: On May 5, 2015, the City Council approved final allocations from the 2015-2016 Second Program Year Action Plan, which included \$250,000 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding is available for non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The 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 homebuyers 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 provided through the HDLP must be sold to income-eligible owner-occupant homebuyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Jakub's Ladder, Inc. (Jakub's Ladder), has requested funding from the HDLP to finance a project located at 432 S. Chase. Jakub's Ladder is a non-profit developer.

The HOME program requires an environmental review prior to 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, noise mitigation, and requirements for the installation of radon systems. In addition, homes constructed with HOME funding must comply with Energy Star, 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 development cost is estimated to be \$144,485. Staff proposes a HOME funding allocation of \$56,895 for the project, which will be provided in the form of a zero-interest, forgivable participation construction loan. A local bank will provide a construction loan equivalent to 70% to 75% of the appraised value of the home to be constructed.

Legal Considerations: The Law Department has reviewed and approved the funding agreement and the proposed budget transfer as to form.

Recommendations/Actions: It is recommended that the City Council approve the HOME Program funding allocation and authorize the necessary signatures.

Attachment: Funding agreement.

FUNDING AGREEMENT

Between

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

A
PARTICIPATING JURISDICTION

And

Jakub's Ladder, Inc.

A Non-Profit Housing Developer

HOME Investment Partnerships
Program

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 **August 2, 2016**, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as “the City”) and Jakub’s Ladder, Inc., a non-profit developer, hereinafter referred to individually as the “Developer”).

WITNESSETH THAT:

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

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

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

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

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

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

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

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and

completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by **May 31, 2017**, 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 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 \$56,895 as referenced in Exhibit B. Contract payments above \$56,895 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 the applicable requirements of 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 be certified to be compliant with the current version of Energy Star. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

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

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

Jakub's Ladder, Inc.

Signature

Title of Jakub's Ladder, 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
City Attorney and Director of Law

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Jakub's Ladder, Inc., hereinafter referred to as the "City" and "Developer" (or Jakub's Ladder) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$56,895.00 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

432 S. Chase, PIN 00203174

A single-family home is to be constructed on the respective site(s). The single-family home(s) must be sold to (an) income-eligible owner-occupant buyer(s). If any of the single-family homes are 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(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit "B".

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loan(s), in the maximum amount of \$21,110 per housing unit, or a total of \$21,110, in addition to applicable and eligible homebuyer training costs.

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 Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

- B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household’s eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

- B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.
- C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.
- D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.
- E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Jakub's Ladder Executive Director will supervise operations and administration on a day-to-day basis.

- 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 \$56,895.00, 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 \$56,895.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in

connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\$ 56,895.00

TOTAL

\$ 56,895.00

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

1. The City and Jakub's Ladder also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
2. Jakub's Ladder will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the “Developer” shall become the “Owner”, and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.
2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

2 Bedroom: \$742- \$198 (Utility Allowance) = \$544.00

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 projects containing five or more HOME-assisted units. 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, 2017**, 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, 2017, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

- C. Additionally, a narrative or other description of progress may be provided.
- D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.
- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in Jakub's Ladder, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)
- F. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.
- H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.
- I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total

anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

- J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with 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 projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
 - 1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
 3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.
 4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
 5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

- C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
- D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.
- F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not

limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

- G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

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

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\$ 56,895.00

TOTAL

\$ 56,895.00

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	7,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	113,500.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	8,250.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	2,600.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	131,350.00
(G) Plus: Developer Fee (<u> 10 </u> %) of (F)	13,135.00
(H) Total Per-Unit Cost (F + G)	144,485.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	87,590.00
(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)	56,895.00

<u>Sources</u>	<u>Amount</u>	<u>Uses</u>	<u>Amount</u>
Construction Financing	71,662.00	Acquisition Costs	7,000.00
		Project “Soft” Costs	8,250.00
HOME (Gap) Financing	56,895.00	Construction Costs	113,500.00
Repayment of Subsidy Loans	15,928.00	Site Improvements	2,600.00
		Developer Fee	13,135.00
<u>TOTAL</u>	144,485.00	<u>TOTAL</u>	144,485.00

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

SUBJECT: Purchase Option (Boeing Company) (District III)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution and authorize the necessary signatures.

Background: The City has ten outstanding series of Industrial Revenue Bonds issued between December 1, 1998 and December 1, 2007, to finance facilities for the benefit of The Boeing Company (Boeing). Each series was issued as a stand-alone financing for a project, under separate, project-specific Leases (Leases). Bond proceeds for each series were used for the purpose of financing the costs of acquisition, construction, equipping and furnishing of certain industrial facilities (Projects) for lease to, and use by, The Boeing Company. On June 16, 2005, Boeing assigned its interest in all of the Leases from 1998 - 2004 to BOEING IRB Asset Trust, a Delaware trust. The 2005-2007 bond issues maintained the Boeing Company as the tenant. All IRBs were for the benefit of the Boeing Company.

The City has received notice of the Boeing's intention to exercise its purchase and requests approval of the conveyance of the IRB-financed property.

Analysis: Under the provisions of the Lease Agreements, Boeing has the option to purchase each project from the City for a set price of \$1,000 for each series.

Financial Considerations: The City will receive payment of the \$1,000 per issue purchase option price required by the Lease Agreement prior to the conveyance of the documents. There are no fiscal impacts to the City as a result of the purchase option.

Legal Considerations: The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of all Lease Termination documents, and the delivery of such documents has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution approving the Lease Termination documents and to convey the property to Boeing IRB Asset Trust and the Boeing Company and authorize the necessary signatures.

Attachments: Resolution, Boeing 1998 to 2004 Lease Terminations, Boeing 2005 to 2007 Lease Terminations

RESOLUTION NO. 16-208

OF THE

CITY OF WICHITA, KANSAS

relating to:

**Industrial Revenue Bonds
(The Boeing Company Projects)**

RESOLUTION NO. 16-208

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, APPROVING THE AUTHORIZING THE EXECUTION AND DELIVERY OF A TERMINATION OF LEASES AND OTHER APPROPRIATE INSTRUMENTS.

WHEREAS, the City of Wichita, Kansas (the "Issuer"), a municipal corporation existing under the laws of the State of Kansas, is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, construct, improve, install, equip and furnish certain facilities (as defined in the Act) for industrial purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

WHEREAS, pursuant to the Act, the Issuer has issued in each of the years 1998 to 2004, inclusive, its Industrial Revenue Bonds (The Boeing Company Projects) (collectively, the "1998 to 2004 Bonds"), each of which issues of Industrial Revenue Bonds is listed on Schedule I hereto, all for the purpose of financing the costs of acquisition, construction, equipping and furnishing of certain industrial facilities (collectively the "1998 to 2004 Projects") on behalf of The Boeing Company (the "Corporation"), a Delaware corporation; and

WHEREAS, pursuant to the Act, the Issuer has issued in each of the years 2005 to 2007, inclusive, its Industrial Revenue Bonds (The Boeing Company Projects) (collectively, the "2005 to 2007 Bonds," and together with the 1998 to 2004 Bonds, the "Bonds"), each of which issues of Industrial Revenue Bonds is listed on Schedule I hereto, all for the purpose of financing the costs of acquisition, construction, equipping and furnishing of certain industrial facilities (collectively, the "2005 to 2007 Projects," and together with the 1998 to 2004 Projects, the "Projects") on behalf of The Boeing Company (the "Corporation"), a Delaware corporation; and

WHEREAS, in connection with the issuance of the 1998 to 2004 Bonds, the Issuer has leased the 1998 to 2004 Projects to the Corporation pursuant to those certain Lease Agreements listed on Schedule II hereto (collectively, the "1998 to 2004 Leases"), by and between Issuer and the Corporation; and

WHEREAS, in connection with the issuance of the 2005 to 2007 Bonds, the Issuer has leased the 2005 to 2007 Projects to the Corporation pursuant to those certain Lease Agreements listed on Schedule II hereto (collectively, the "2005 to 2007 Lease Agreements," and together with the 1998 to 2004 Leases, the "Leases"), by and between Issuer and the Corporation; and

WHEREAS, Article 11 of each Lease provides that the Corporation agrees to purchase, and the Issuer agrees to sell, the related Project for \$1,000.00, and any and all sums then due to the Issuer under the related Lease at the expiration or sooner termination of the Lease Term following full payment of the related Bonds; and

WHEREAS, Article 11 of each Lease further provides that upon the closing of the purchase of the related Project, the Issuer shall deliver to the Corporation a release from the trustee for the Bonds of the lien of the related bond indenture and other necessary documents conveying to the Corporation title to such Project as it then exists; and

WHEREAS, the Corporation has assigned the 1998 to 2004 Leases to BOEING IRB Asset Trust, a Delaware statutory trust (“Assignee”), as provided by and in accordance with the first section of Article 8 of each 1998 to 2004 Lease, pursuant to that certain Assignment Agreement (Lease Assignment) dated as of June 16, 2005 by and between the Corporation and the Assignee; and

WHEREAS, the Issuer has been advised of the Assignee’s intention to exercise its option to purchase the 1998 to 2004 Projects in accordance with and pursuant to Article 11 of each 1998 to 2004 Lease on or about July 11, 2016 (the “Purchase Date”); and

WHEREAS, the Issuer has been advised of the Corporation’s intention to exercise its option to purchase the 2005 to 2007 Projects in accordance with and pursuant to Article 11 of each 2005 to 2007 Lease on or about the Purchase Date; and

WHEREAS, the Issuer finds it necessary to authorize the execution and delivery of a Termination of Leases in connection with the exercise by the Assignee and the Corporation of their respective options to purchase the related Projects.

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Leases.

Section 2. Authorization of Termination of Leases. The Issuer is hereby authorized to execute and deliver a Termination of Leases with respect to each of the Leases (collectively, the “Lease Termination”) by and between the Corporation and the Issuer in substantially the same form as Exhibit A, attached hereto.

Section 3. Execution of Documents. The Mayor or Vice Mayor of the Issuer is hereby authorized and directed to execute the Lease Termination for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Mayor or Vice Mayor of the governing body of the Issuer shall approve, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution. The City Clerk or any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Lease Termination behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. Delivery of Documents. The Mayor, Vice Mayor, City Clerk or other appropriate staff members of the Issuer are hereby authorized and directed to deliver the Lease Termination and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution on the Purchase Date concurrently with the satisfaction of the requirements set forth in the Leases.

Section 5. Release and Consideration. Following receipt by the Issuer from the bond trustee of the Release of Lien of Indentures relating to the Bonds, which Release is hereby

authorized to be delivered with regard to the 1998 to 2004 Bonds to the Assignee and with regard to the 2004 to 2007 Bonds to the Corporation, and from or on behalf of the Assignee and the Corporation of corporate checks in the amount of \$7,000 and \$3,000, respectively (\$1,000.00 with respect to each of the Bonds issued in the years 1998 to 2007, inclusive) in consideration of the purchase price of the Projects, the Release is hereby authorized to be delivered to each of the Assignee and the Corporation on the Purchase Date, all in accordance with Article 11 of each Lease and Section 4 of this Resolution.

Section 6. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of this Issuer with respect to the Lease Termination, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 8. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Wichita, Kansas this 2nd day of August, 2016.

[SEAL]

CITY OF WICHITA, KANSAS

Attest:

By _____
Karen Sublett, City Clerk

By _____
Jeff Longwell, Mayor

APPROVED AS TO FORM:

By _____
Jennifer Magana, City Attorney and Director of Law

SCHEDULE I

BONDS

**City of Wichita, Kansas
Industrial Revenue Bonds
(The Boeing Company Project)**

The 1998 to 2004 Bonds

Series XIV, 1998
Series XIII, 1999
Series VI, 2000
Series X, 2001
Series V, 2002
Series V, 2003
Series VI, 2004

The 2005 to 2007 Bonds

Series V, 2005
Series III, 2006
Series VI, 2007

SCHEDULE II
LEASE AGREEMENTS

**Lease Agreement between City of Wichita,
as Lessor, and The Boeing Company, as
Lessee, Dated:**

The 1998 to 2004 Leases

December 1, 1998
December 1, 1999
December 1, 2000
December 1, 2001
December 1, 2002
December 1, 2003
December 1, 2004

The 2005 to 2007 Leases

December 1, 2005
December 1, 2006
December 1, 2007

EXHIBIT A

FORM OF TERMINATION OF LEASES

TERMINATION OF LEASES

The CITY OF WICHITA, KANSAS (“City”) and BOEING IRB Asset Trust, a Delaware statutory trust (“Assignee”), as assignee of THE BOEING COMPANY, a Delaware corporation (“Lessee”), hereby agree that in connection with those Lease Agreements by and between City and Lessee listed on Schedule I hereto (the “Leases”), which Leases have been assigned by Lessee to Assignee under that certain Assignment Agreement (Lease Assignment), dated as of June 16, 2005, by and between Lessee and Assignee, and which Leases relate to the property comprising the Projects (as each Project is respectively defined by the corresponding Lease), including, without limitation, the real property, if any, described in ***Exhibit A*** attached hereto, and in consideration of the purchase of the Projects by Assignee from City in accordance with Article 11 of the Leases, all right, title and interest of City in and to the Projects and all obligation or liability of Lessee and Assignee under the Leases are hereby released, terminated and discharged in all respects, and the Projects are hereby sold by City to Assignee in consideration of \$[7,000.00] paid by Assignee to City in accordance with such Article 11.

This Termination of Leases may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Dated effective as of this ___ day of _____, 2016.

BOEING IRB ASSET TRUST, a Delaware statutory trust, as Assignee of Lessee

By: The Boeing Company, as Administrative Agent

By: _____
Name: _____
Title: _____

[Second signature page: Termination of Leases]

THE BOEING COMPANY, a Delaware corporation, as Lessee

By: _____

Name: _____

Title: _____

CITY OF WICHITA, KANSAS

By _____

Jeff Longwell, Mayor

(SEAL)

Attest:

Karen Sublett, City Clerk

BOEING 1998 TO 2004 LEASE TERMINATIONS

**CITY OF WICHITA, KANSAS
INDUSTRIAL REVENUE BONDS
(THE BOEING COMPANY PROJECT)**

Closed: [August] __, 2016

CLOSING INDEX

1. Evidence of Debt Service Payments
2. Incumbency Certificate of The Boeing Company
3. Incumbency and Signature Authority Certificate of The Bank of New York Trust Company, N.A.
4. Notice of Termination Letter
5. Release of Lien of Indentures
6. Termination of Leases
7. Resolution of City Council of City of Wichita
8. Bill of Sale
9. UCC Financing Statement Amendment

TRANSCRIPTS

- (1) City of Wichita, Kansas
- (2) The Boeing Company
- (2) Kutak Rock LLP
- (1) The Bank of New York Trust Company, N.A.

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BOEING 1998 TO 2004 LEASE TERMINATIONS

**CITY OF WICHITA, KANSAS
INDUSTRIAL REVENUE BONDS
(THE BOEING COMPANY PROJECT)**

Closed: [August] __, 2016

CDS

- (1) City of Wichita, Kansas
- (2) The Boeing Company
- (2) Kutak Rock LLP
- (1) The Bank of New York Trust Company, N.A.

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To: The Bank of New York Trust Company, N.A.

INCUMBENCY CERTIFICATE

I do hereby certify that I am the [Assistant] Secretary and Counsel of The Boeing Company (“Boeing”), duly organized and existing under the laws of the State of Delaware. I do further certify that Boeing is the Administrative Agent of BOEING IRB Asset Trust (the “Trust”), a Delaware statutory trust, and that, as of the date written below, the following person or persons were authorized to sign on behalf of Boeing in its capacity as Administrative Agent of the Trust, and are duly authorized to provide The Bank of New York Trust Company, N.A. with written instructions relating to the City of Wichita, Kansas Industrial Revenue Bonds (The Boeing Company Projects), of which the Trust is the registered owner and which are serviced by The Bank of New York Trust Company, N.A.

Name	Title	Specimen Signature
_____	_____	_____

Dated: [August] ____, 2016

[SEAL]

By: _____

Name: _____

Title: _____

[August] ____, 2016

The Bank of New York Trust Company, N.A., as Trustee

City of Wichita, Kansas, as Issuer

BOEING IRB Asset Trust, as Owner

The Boeing Company, as Lessee

City of Wichita, Kansas
Industrial Revenue Bonds
(The Boeing Company Project)
(As listed on Schedule I, the "Bonds")

Dear Sirs:

BOEING IRB Asset Trust, a Delaware statutory trust (the "Assignee"), is the assignee under that certain Assignment Agreement (Lease Agreements) dated as of June 16, 2005 by and between the Assignee and The Boeing Company, as Lessee (the "Lessee") under the Lease Agreements listed on Schedule II hereto (collectively, the "Leases") between the Lessee and the City of Wichita, Kansas, as Lessor (the "Issuer"). In such capacity and for the purpose of terminating the Leases in accordance with Section 10.1 of each Lease, the Assignee does hereby advise The Bank of New York Trust Company, N.A. (in its own name or as successor to the bank identified as "Trustee" in each Lease), as Trustee, that the Assignee has paid or caused to be paid to BOEING IRB Asset Trust (the "Owner"), to which The Boeing Company, the former owner of the Bonds has transferred ownership of the Bonds, \$[529,900,000], in payment of the entire outstanding principal amount of the Bonds plus interest thereon to the date hereof (the "Bond Payment"). This letter shall constitute the Assignee's notice to the Issuer of such termination in accordance with such Section 10.1 of the Leases.

By acknowledgment of this letter, the Trustee does hereby state that it has received from the Owner written confirmation of the Owner's receipt of the Bond Payment together with the Owner's certification that the bond certificates have been or will be destroyed by the Owner, and does further state that the Trustee has received from the Assignee all due and owing Trustee's and paying agent's fees. The Trustee also states that attached to this letter is the Trustee's Release of Liens of Indentures, by which the Trustee has released the lien of each Indenture of Trust listed on Schedule II (collectively, the "Indentures") between the Trustee and the Issuer, in accordance with Section 10.3(a) and Article 11 of the Leases and Article 8 of the Indentures.

The Bank of New York Trust Company, N.A.

[August] ____, 2016

Page 2

As provided by Article 11 of each Lease, the Assignee does hereby tender to the Issuer the sum of \$7,000.00, which amount is the aggregate purchase price of the Projects (as defined by each Lease) to be paid by the Assignee to the Issuer upon the termination of the Leases. The Assignee does hereby request that the Issuer take the official action necessary to approve the execution and delivery by authorized officials of the Issuer of the Termination of Leases (in substantially the form attached to this letter) terminating the City's right, title and interest in and to the Projects and selling the Projects to the Assignee.

BOEING IRB ASSET TRUST, as Assignee

By: The Boeing Company, as Administrative Agent

By: _____

Name: _____

Title: _____

Acknowledged and agreed
as of the date first above written:

CITY OF WICHITA, KANSAS, as Issuer

BOEING IRB ASSET TRUST, as Owner

By: The Boeing Company, as Administrative Agent

By _____
Jeff Longwell, Mayor

By: _____

Name: _____

Title: _____

THE BANK OF NEW YORK TRUST COMPANY, N.A., as Trustee

THE BOEING COMPANY, as Lesse

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

The Bank of New York Trust Company, N.A.

[August] ____, 2016

Page 3

SCHEDULE I

BONDS

City of Wichita, Kansas Industrial Revenue Bonds (The Boeing Company Project)

Series

1. Series XIV, 1998
2. Series XIII, 1999
3. Series VI, 2000
4. Series X, 2001
5. Series V, 2002
6. Series V, 2003
7. Series VI, 2004

SCHEDULE II

LEASE AGREEMENTS AND INDENTURES OF TRUST

**Lease Agreement* between City of Wichita,
as Lessor, and The Boeing Company, as
Lessee, Dated:**

December 1, 1998
December 1, 1999
December 1, 2000
December 1, 2001
December 1, 2002
December 1, 2003
December 1, 2004

**Indenture of Trust between the City of
Wichita and The Bank of New York Trust
Company, N.A., as Trustee and as successor
Trustee, Dated:**

December 1, 1998
December 1, 1999
December 1, 2000
December 1, 2001
December 1, 2002
December 1, 2003
December 1, 2004

* As amended by the Master Amendment to Lease Agreements, dated as of December 1, 2004, between The City of Wichita, Kansas, and The Boeing Company.

RELEASE OF LIENS OF INDENTURES

KNOW ALL BY THESE PRESENTS:

In consideration of full payment, satisfaction and discharge of the indebtedness thereby secured, the undersigned, as Trustee for the City of Wichita, Kansas Industrial Revenue Bonds (The Boeing Company Project) identified by Schedule I hereto, does hereby release the lien of the Indentures of Trust identified by Schedule II hereto, between the City of Wichita, Kansas and the undersigned Trustee, all as provided by and in accordance with Article 8 of said Indentures of Trust.

Dated this ____ day of [August], 2016.

**THE BANK OF NEW YORK TRUST
COMPANY, N.A.**

By _____
Title _____

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on this _____ day of [August], 2016, by _____.

Notary Public

My Commission Expires: _____

SCHEDULE I

BONDS

City of Wichita, Kansas Industrial Revenue Bonds (The Boeing Company Project)

Series

1. Series XIV, 1998
2. Series XIII, 1999
3. Series VI, 2000
4. Series X, 2001
5. Series V, 2002
6. Series V, 2003
7. Series VI, 2004

SCHEDULE II

INDENTURE OF TRUST

**Indenture of Trust between the City of
Wichita and The Bank of New York Trust
Company, N.A., as Trustee and as successor
Trustee, Dated:**

December 1, 1998

December 1, 1999

December 1, 2000

December 1, 2001

December 1, 2002

December 1, 2003

December 1, 2004

TERMINATION OF LEASES

The CITY OF WICHITA, KANSAS (“City”) and BOEING IRB Asset Trust, a Delaware statutory trust (“Assignee”), as assignee of THE BOEING COMPANY, a Delaware corporation (“Lessee”), hereby agree that in connection with those Lease Agreements by and between City and Lessee listed on Schedule I hereto (the “Leases”), which Leases have been assigned by Lessee to Assignee under that certain Assignment Agreement (Lease Assignment), dated as of June 16, 2005, by and between Lessee and Assignee, and which Leases relate to the property comprising the Projects (as each Project is respectively defined by the corresponding Lease), including, without limitation, the real property, if any, described in *Exhibit A* attached hereto, and in consideration of the purchase of the Projects by Assignee from City in accordance with Article 11 of the Leases, all right, title and interest of City in and to the Projects and all obligation or liability of Lessee and Assignee under the Leases are hereby released, terminated and discharged in all respects, and the Projects are hereby sold by City to Assignee in consideration of \$7,000.00 paid by Assignee to City in accordance with such Article 11.

This Termination of Leases may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Dated effective as of this ___ day of [August], 2016.

BOEING IRB ASSET TRUST, a Delaware statutory trust, as Assignee of Lessee

By: The Boeing Company, as Administrative Agent

By: _____
Name: _____
Title: _____

[Second signature page: Termination of Leases]

THE BOEING COMPANY, a Delaware corporation, as Lessee

By: _____

Name: _____

Title: _____

CITY OF WICHITA, KANSAS

By _____

Jeff Longwell, Mayor

(SEAL)

Attest:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of [August], 2016, before me, the undersigned, a Notary Public in and for said County and State, came JEFF LONGWELL, Mayor, and KAREN SUBLETT, City Clerk, of the City of Wichita, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and that said instrument was executed on behalf of the City.

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

Notary Public
My commission expires:

[SEAL]

EXHIBIT A

NONE

SCHEDULE I
LEASE AGREEMENTS

**Lease Agreement* between City of Wichita,
as Lessor, and The Boeing Company, as
Lessee, Dated:**

December 1, 1998

December 1, 1999

December 1, 2000

December 1, 2001

December 1, 2002

December 1, 2003

December 1, 2004

* As amended by the Master Amendment to Lease Agreements, dated as of December 1, 2004, between The City of Wichita, Kansas, and The Boeing Company.

BILL OF SALE

This Bill of Sale, executed on [August] ____, 2016, from Boeing IRB Asset Trust, a Delaware statutory trust (“Seller”) to Spirit AeroSystems, Inc. (formerly named Mid-Western Aircraft Systems, Inc.), a Delaware corporation (“Buyer”).

RECITALS

A. The Boeing Company, a Delaware corporation (“Boeing”) and Buyer are parties to an Asset Purchase Agreement dated as of February 22, 2005 (the “Purchase Agreement”), pursuant to which Boeing agreed, among other things, to sell, convey, transfer, assign and deliver to Buyer, and Buyer agreed to purchase, the Assets. All capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement, unless otherwise defined herein;

B. Boeing has assigned the Lease Agreements identified on Schedule I (the “Leases”), each between the City of Wichita, Kansas (“Issuer”) and Boeing, to Seller pursuant to an Assignment Agreement (Lease Agreements) dated as of June 16, 2005;

C. Boeing, Seller and Buyer are parties to a Sublease Agreement (Buyer Sublease) (the “Sublease”) dated as of June 16, 2005, as amended, providing for the purchase from time to time of the Assets, including the Assets listed on Schedule II hereto (the “Scheduled Assets”), the termination of, among other agreements, the Leases, and the conveyance of full legal title to the Scheduled Assets to Buyer upon the termination of the Leases;

D. Seller has undertaken the termination of the Leases and Issuer has sold the Scheduled Assets to Seller as provided by the Leases; and

E. Seller is executing and delivering this Bill of Sale to Buyer for the purpose of selling, assigning, transferring and conveying to, and vesting in Buyer, to the full extent possible under applicable law, all of Seller’s right, title and interest in and to the Scheduled Assets.

The parties, intending to be legally bound, agree as follows:

AGREEMENT

1. *Sale.* Seller by this Bill of Sale and pursuant to the terms of the Purchase Agreement and the Sublease, does hereby sell, convey, transfer, assign and deliver to Buyer as of the date hereof all of Seller’s right, title and interest, in and to each and every one of the Assets comprising the Scheduled Assets free and clear of all Encumbrances, other than Permitted Encumbrances. Seller and Buyer each acknowledge that all of the Assets comprising the Scheduled Assets are being sold subject to all of the terms and conditions of the Purchase Agreement and the Sublease, including without limitation, the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this Bill of Sale shall not be deemed to limit, enlarge or extinguish any obligation of any party under the Purchase Agreement or the Sublease, all of which obligations shall survive the delivery of this Bill of Sale in accordance with the terms of the Purchase Agreement.

2. *Attorney in Fact.* Seller hereby constitutes and appoints Buyer the true and lawful attorney of Seller with full power of substitution in its name and stead, but on behalf and for the benefit of Buyer to demand and receive certain assets, properties and rights assigned or to be assigned to Buyer pursuant to the Purchase Agreement and to give receipts and releases for and in respect to the same or any part thereof, to endorse any claim or right of any kind in respect thereof and to do all acts and things in relation to the Scheduled Assets, properties and rights which Buyer may deem desirable. Seller hereby declares that the foregoing powers are coupled with an interest and are not revocable and shall not be revoked by Seller for any reason whatsoever.

3. *Correspondence.* Seller and Boeing authorize the Buyer to receive and open all mail, telecopies, emails, overnight deliveries and other communications, and all express, or other packages, addressed to Seller or Boeing at the address of the Business and to retain the same insofar as they relate to the Scheduled Assets or the Assumed Liabilities (so long as it is not an Excluded Asset or Excluded Liability), but any such mail, telecopies, emails, overnight deliveries, communications or express or other packages (or copies thereof) not relating primarily to the Scheduled Assets or the Assumed Liabilities (so long as it is not an Asset or Assumed Liability) shall be forwarded promptly to Boeing, at:

The Boeing Company
Corporate Headquarters
M/C 5003-1001
100 N. Riverside
Chicago, IL 60606-1596
Attention: General Counsel
Facsimile: (312)544-2829

The foregoing shall constitute full authorization to the postal authorities, all ISPs, overnight delivery and express companies, and all other persons to make delivery of such items to Buyer.

4. *Further Action.* Seller hereby covenants and agrees, from time to time and at the expense of Seller and without further consideration, to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, and to do or make, or cause to be done or made, at the reasonable request of Buyer, any and all agreements, instruments, papers, acts, deeds, assignments, transfers, conveyances, powers of attorney, or things, supplemental, confirmatory or otherwise, as may be reasonably required by Buyer for the purpose of or in connection with perfecting and completing the sale of the Scheduled Assets under the Purchase Agreement and to establish the record of Buyer's title to the Scheduled Assets.

5. *Third-Parties.* Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than Buyer and Seller and their respective successors and assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant, or condition hereof, and all the terms, covenants and conditions, promises and agreements contained in this Bill of Sale shall be for the sole and exclusive benefit of the parties and their respective successors and assigns.

6. *Relationship to the Purchase Agreement.* The terms of the Purchase Agreement and of the Sublease are incorporated herein by this reference, and will not be superseded by this Bill of Sale, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Purchase Agreement or the Sublease and this Bill of Sale, the Purchase Agreement or the Sublease, as the case may be, will control.

7. *Amendment, Waiver and Termination.* This Bill of Sale cannot be amended, waived, or terminated except by a writing signed by Buyer and Seller, and acknowledged by Boeing.

8. *Execution via Facsimile.* This Bill of Sale may be executed via facsimile and shall be considered an original instrument and become binding when signed by Seller, acknowledged by Boeing, and delivered to Buyer.

9. *Governing Law.* This Bill of Sale shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date hereof.

BOEING IRB ASSET TRUST

By: The Boeing Company, as Administrative Agent

By: _____

Name: _____

Title: _____

Acknowledged and agreed:

THE BOEING COMPANY

By: _____

Name: _____

Title: _____

SCHEDULE I
LEASE AGREEMENTS

**Lease Agreements* between City of Wichita,
as Lessor, and The Boeing Company, as
Lessee, Dated:**

December 1, 1998

December 1, 1999

December 1, 2000

December 1, 2001

December 1, 2002

December 1, 2003

December 1, 2004

* As amended by the Master Amendment to Lease Agreements, dated as of December 1, 2004, between The City of Wichita, Kansas, and The Boeing Company.

SCHEDULE II
SCHEDULED ASSETS

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ms. Jolayne R. Holzapfel
Legal Assistant
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **[No.] (Originally filed / /)**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
The Boeing Company, a Delaware Corporation

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGE (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9a. ORGANIZATION'S NAME
The Bank of New York Trust Company, N.A., as Trustee

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

(426901-37) [YEAR] Lease Termination (omajrh1)

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

[2027051 6 (Originally filed 01/03/02)]

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

The Bank of New York Trust Company, N.A., as Trustee

OR	12a. ORGANIZATION'S NAME		
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

13. Use this space for additional information

1b. (Debtor's Name)
THE BOEING COMPANY, A DELAWARE CORPORATION

9a. (Additional Secured Party)
City of Wichita, Kansas, a municipal corporation

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

BOEING 1998 to 2004 LEASE TERMINATIONS

**CITY OF WICHITA, KANSAS
INDUSTRIAL REVENUE BONDS
(THE BOEING COMPANY PROJECT)**

3-RING NOTEBOOKS

- (1) City of Wichita, Kansas
 - (2) The Boeing Company
 - (1) Kutak Rock LLP
 - (1) The Bank of New York Trust Company, N.A.
- 5

LOOSE TRANSCRIPTS

None Additional

BOEING 2005 TO 2007 LEASE TERMINATIONS

**CITY OF WICHITA, KANSAS
INDUSTRIAL REVENUE BONDS
(THE BOEING COMPANY PROJECT)**

Closed: [August] __, 2016

CLOSING INDEX

1. Evidence of Debt Service Payments
2. Incumbency Certificate of The Boeing Company
3. Incumbency and Signature Authority Certificate of The Bank of New York Trust Company, N.A.
4. Notice of Termination Letter
5. Release of Lien of Indentures
6. Termination of Leases
7. Resolution of City Council of City of Wichita
8. UCC Financing Statement Amendment

TRANSCRIPTS

- (1) City of Wichita, Kansas
 - (2) The Boeing Company
 - (2) Kutak Rock LLP
 - (1) The Bank of New York Trust Company, N.A.
- 6

BOEING 2005 TO 2007 LEASE TERMINATIONS

**CITY OF WICHITA, KANSAS
INDUSTRIAL REVENUE BONDS
(THE BOEING COMPANY PROJECT)**

Closed: [August] __, 2016

CDS

- (1) City of Wichita, Kansas
- (2) The Boeing Company
- (2) Kutak Rock LLP
- (1) The Bank of New York Trust Company, N.A.

6

To: The Bank of New York Trust Company, N.A.

INCUMBENCY CERTIFICATE

I do hereby certify that I am the [Assistant] Secretary and Counsel of The Boeing Company (“Boeing”), duly organized and existing under the laws of the State of Delaware. I do further certify that, as of the date written below, the following person or persons were authorized to sign on behalf of Boeing and are duly authorized to provide The Bank of New York Trust Company, N.A. with written instructions relating to the City of Wichita, Kansas Industrial Revenue Bonds (The Boeing Company Projects), of which the Boeing is the registered owner and which are serviced by The Bank of New York Trust Company, N.A.

Name	Title	Specimen Signature
_____	_____	_____

Dated: [August] ____, 2016

[SEAL]

By: _____
Name: _____
Title: _____

[August] ____, 2016

The Bank of New York Trust Company, N.A., as Trustee

City of Wichita, Kansas, as Issuer

BOEING IRB Asset Trust, as Owner

The Boeing Company, as Lessee

City of Wichita, Kansas
Industrial Revenue Bonds
(The Boeing Company Project)
(As listed on Schedule I, the "Bonds")

Dear Sirs:

THE BOEING COMPANY is the lessee (the "Lessee") under the Lease Agreements listed on Schedule II hereto (collectively, the "Leases") between the Lessee and the City of Wichita, Kansas, as Lessor (the "Issuer"). In such capacity and for the purpose of terminating the Leases in accordance with Section 10.1 of each Lease, the Lessee does hereby advise The Bank of New York Trust Company, N.A. (in its own name or as successor to the bank identified as "Trustee" in each Lease), as Trustee, that the Lessee has paid or caused to be paid to The Boeing Company (the "Owner"), \$[54,200,000], in payment of the entire outstanding principal amount of the Bonds plus interest thereon to the date hereof (the "Bond Payment"). This letter shall constitute the Lessee's notice to the Issuer of such termination in accordance with such Section 10.1 of the Leases.

By acknowledgment of this letter, the Trustee does hereby state that it has received from the Owner written confirmation of the Owner's receipt of the Bond Payment together with the Owner's certification that the bond certificates have been or will be destroyed by the Owner, and does further state that the Trustee has received from the Lessee all due and owing Trustee's and paying agent's fees. The Trustee also states that attached to this letter is the Trustee's Release of Liens of Indentures, by which the Trustee has released the lien of each Indenture of Trust listed on Schedule II (collectively, the "Indentures") between the Trustee and the Issuer, in accordance with Section 10.3(a) and Article 11 of the Leases and Article 8 of the Indentures.

The Bank of New York Trust Company, N.A.

[August] ____, 2016

Page 2

As provided by Article 11 of each Lease, the Lessee does hereby tender to the Issuer the sum of \$3,000, which amount is the aggregate purchase price of the Projects (as defined by each Lease) to be paid by the Lessee to the Issuer upon the termination of the Leases. The Lessee does hereby request that the Issuer take the official action necessary to approve the execution and delivery by authorized officials of the Issuer of the Termination of Leases (in substantially the form attached to this letter) terminating the City's right, title and interest in and to the Projects and selling the Projects to the Lessee.

THE BOEING COMPANY, as Lessee

By: _____
Name: _____
Title: _____

Acknowledged and agreed
as of the date first above written:

CITY OF WICHITA, KANSAS, as
Issuer

THE BOEING COMPANY, as Owner

By _____
Jeff Longwell, Mayor

By: _____
Name: _____
Title: _____

**THE BANK OF NEW YORK TRUST
COMPANY, N.A.**, as Trustee

By: _____
Name: _____
Title: _____

SCHEDULE I

BONDS

**City of Wichita, Kansas
Industrial Revenue Bonds
(The Boeing Company Project)**

Series

1. Series V, 2005
2. Series III, 2006
3. Series VI, 2007

SCHEDULE II

LEASE AGREEMENTS AND INDENTURES OF TRUST

**Lease Agreement between City of Wichita,
as Lessor, and The Boeing Company, as
Lessee, Dated:**

December 1, 2005

December 1, 2006

December 1, 2007

**Indenture of Trust between the City of
Wichita and The Bank of New York Trust
Company, N.A., as Trustee and as successor
Trustee, Dated:**

December 1, 2005

December 1, 2006

December 1, 2007

RELEASE OF LIENS OF INDENTURES

KNOW ALL BY THESE PRESENTS:

In consideration of full payment, satisfaction and discharge of the indebtedness thereby secured, the undersigned, as Trustee for the City of Wichita, Kansas Industrial Revenue Bonds (The Boeing Company Project) identified by Schedule I hereto, does hereby release the lien of the Indentures of Trust identified by Schedule II hereto, between the City of Wichita, Kansas and the undersigned Trustee, all as provided by and in accordance with Article 8 of said Indentures of Trust.

Dated this ____ day of [August], 2016.

**THE BANK OF NEW YORK TRUST
COMPANY, N.A.**

By _____
Title _____

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on this _____ day of [August], 2016, by _____.

Notary Public

My Commission Expires: _____

SCHEDULE I

BONDS

**City of Wichita, Kansas
Industrial Revenue Bonds
(The Boeing Company Project)**

Series

1. Series V, 2005
2. Series III, 2006
3. Series VI, 2007

SCHEDULE II

INDENTURE OF TRUST

**Indenture of Trust between the City of
Wichita and The Bank of New York Trust
Company, N.A., as Trustee and as successor
Trustee, Dated:**

December 1, 2005

December 1, 2006

December 1, 2007

TERMINATION OF LEASES

The CITY OF WICHITA, KANSAS (“City”) and THE BOEING COMPANY, a Delaware corporation (“Lessee”), hereby agree that in connection with those Lease Agreements by and between City and Lessee listed on Schedule I hereto (the “Leases”), which Leases relate to the property comprising the Projects (as each Project is respectively defined by the corresponding Lease), including, without limitation, the real property, if any, described in Exhibit A attached hereto, and in consideration of the purchase of the Projects by Lessee from City in accordance with Article 11 of the Leases, all right, title and interest of City in and to the Projects and all obligation or liability of Lessee under the Leases are hereby released, terminated and discharged in all respects, and the Projects are hereby sold by City to Lessee in consideration of \$3,000 paid by Lessee to City in accordance with such Article 11.

This Termination of Leases may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Dated effective as of this [___] day of [August], 2016.

THE BOEING COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

[Second signature page: Termination of Leases]

THE BOEING COMPANY, a Delaware corporation, as Lessee

By: _____

Name: _____

Title: _____

CITY OF WICHITA, KANSAS

By _____

Jeff Longwell, Mayor

(SEAL)

Attest:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

BE IT REMEMBERED, that on this _____ day of [August], 2016, before me, the undersigned, a Notary Public in and for such County and State, came [_____], the [TITLE] of The Boeing Company, a Delaware corporation, and that said instrument was signed on behalf of The Boeing Company.

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

Notary Public
My commission expires:

[SEAL]

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of [August], 2016, before me, the undersigned, a Notary Public in and for said County and State, came JEFF LONGWELL, Mayor, and KAREN SUBLETT, City Clerk, of the City of Wichita, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and that said instrument was executed on behalf of the City.

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

Notary Public
My commission expires:

[SEAL]

EXHIBIT A

NONE

SCHEDULE I

LEASE AGREEMENTS

**Lease Agreement between City of Wichita,
as Lessor, and The Boeing Company, as
Lessee, Dated:**

December 1, 2005

December 1, 2006

December 1, 2007

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ms. Jolayne R. Holzapfel
Legal Assistant
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

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6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
The Boeing Company, a Delaware Corporation

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGE (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9a. ORGANIZATION'S NAME
The Bank of New York Trust Company, N.A., as Trustee

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

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(426901-37) [YEAR] Lease Termination (omajrh1)

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

[2027051 6 (Originally filed 01/03/02)]

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

The Bank of New York Trust Company, N.A., as Trustee

OR	12a. ORGANIZATION'S NAME		
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

13. Use this space for additional information

1b. (Debtor's Name)
THE BOEING COMPANY, A DELAWARE CORPORATION

9a. (Additional Secured Party)
City of Wichita, Kansas, a municipal corporation

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

BOEING 2005 to 2007 LEASE TERMINATIONS

**CITY OF WICHITA, KANSAS
INDUSTRIAL REVENUE BONDS
(THE BOEING COMPANY PROJECT)**

3-RING NOTEBOOKS

- (1) City of Wichita, Kansas
 - (2) The Boeing Company
 - (1) Kutak Rock LLP
 - (1) The Bank of New York Trust Company, N.A.
- 5

LOOSE TRANSCRIPTS

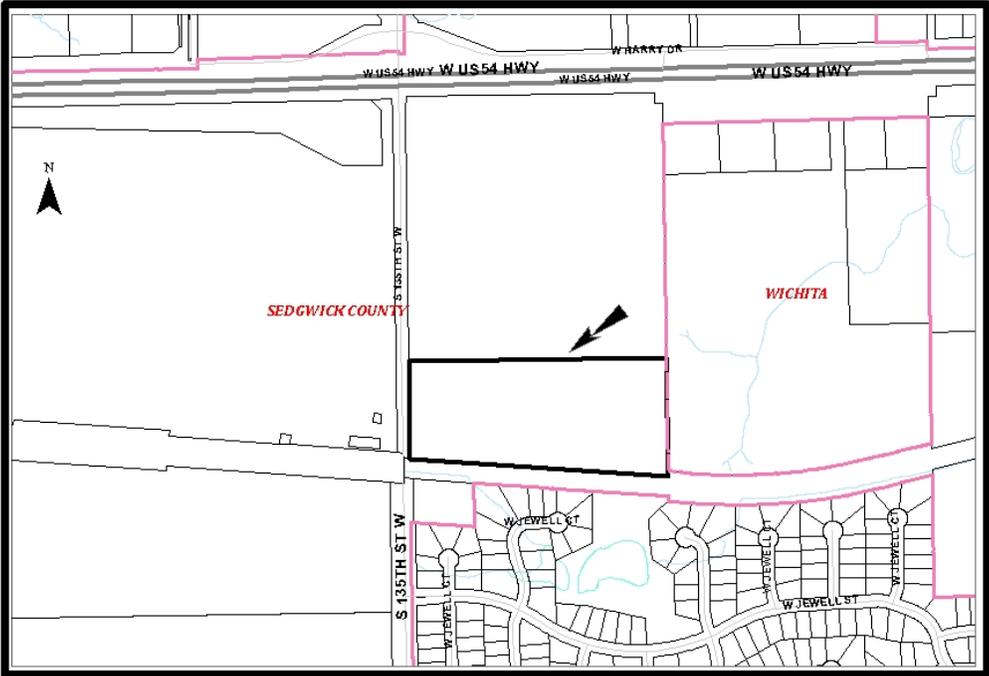
None Additional

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council
SUBJECT: SUB2015-00042 -- Plat of Sunstone at 135th Addition Located South of West Kellogg, on the East Side of South 135th Street West (District IV)
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 one lot on 15.02 acres and was recently annexed into the City of Wichita. A zone change (PUD2015-00004) has been approved from Single-Family Residential (SF-20) to Planned Unit Development (PUD).

Analysis: The applicant has submitted Petitions and a Certificate of Petition for sewer, water 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 Notice of PUD identifying the approved PUD 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: The Petition totals are \$268,000, with \$124,000 for the sewer, \$9,000 for the water and \$135,000 for the drainage. The funding source for all three projects is special assessments.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petition, Restrictive Covenant, Notice of PUD and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachments: Certificate of Petition
Restrictive Covenant
Notice of PUD
Ordinance
Resolutions

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Sherwood Construction Co., Inc., a Kansas corporation, owners of Sunstone at 135th Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Storm Water Drain Improvements

As a result of the above-mentioned petition(s) for improvements, all lots, or portions thereof within Sunstone at 135th Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 7th day of July, 2016.

Sherwood Construction Co., Inc.

By: 
David Sherwood,
Chairman of the Board & CEO

STATE OF Kansas)
COUNTY OF Sedgwick)

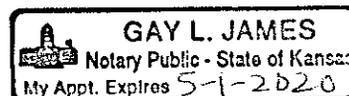
SS:

BE IT REMEMBERED, that on this 7th day of July, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came David Sherwood, Chairman of the Board & CEO of Sherwood Construction Co., Inc., a Kansas Corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

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

Gay L. James
Notary Public

(My Appointment Expires: May 1, 2020)



APPROVED AS TO FORM:

Jennifer Magaña Jr
Jennifer Magaña, City Attorney and Director of Law

RESTRICTIVE COVENANT

THIS DECLARATION is made this 7th day of July, 2016, by Sherwood Construction Co., Inc., a Kansas corporation, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

SUNSTONE AT 135TH ADDITION
Lot 1, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserve "A", Sunstone at 135th Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarants hereby declare and covenant:

1. That Reserve "A" is hereby reserved for open space, lakes, drainage purposes, and utilities as confined to easements.
2. Reserve "A" shall be owned and maintained by the owner of Lot 1, Block A.
3. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarants or the Lot Owner and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarants or Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against Lot 1, Block A, Sunstone at 135th Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

x

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors to Lot 1, Block A, Sunstone at 135th Addition, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Sherwood Construction Co., Inc.

By: 
David Sherwood,
Chairman of the Board & CEO

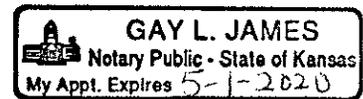
STATE OF Kansas)
COUNTY OF Sedgwick) SS:

BE IT REMEMBERED, that on this 7th day of July, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came David Sherwood, Chairman of the Board & CEO of Sherwood Construction Co., Inc., a Kansas Corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

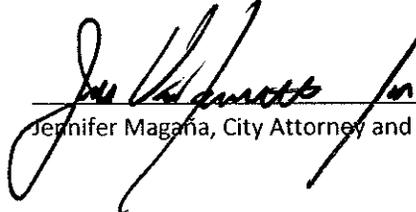
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.


Notary Public

(My Appointment Expires: May 1, 2020)



APPROVED AS TO FORM:


Jennifer Magaña, City Attorney and Director of Law

NOTICE OF PLANNED UNIT DEVELOPMENT

THIS NOTICE made this 7th day of July, 2016, by Sherwood Construction Co., Inc., a Kansas corporation, hereinafter called Declarant,

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

SUNSTONE AT 135TH ADDITION
Lot 1, Block A

and

WHEREAS, Declarant is desirous to file notice that a planned unit development plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, known as Sunstone at 135th Planned Unit Development (PUD-47).

NOW, THEREFORE, the Declarant wants to make notice that the approved community unit plan has placed restrictions on the use and requirements on the development of the above described real property.

The Metropolitan Area Planning Department is located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

The planned unit development shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lot 1, Block A, Sunstone at 135th Addition, Wichita, Sedgwick County, Kansas.

x

EXECUTED the day and year first written above.

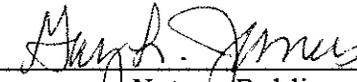
Sherwood Construction Co., Inc.

By: 
David Sherwood,
Chairman of the Board & CEO

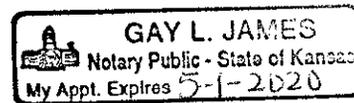
STATE OF Kansas)
COUNTY OF Sedgwick) SS:

BE IT REMEMBERED, that on this 7th day of July, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came David Sherwood, Chairman of the Board & CEO of Sherwood Construction Co., Inc., a Kansas Corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

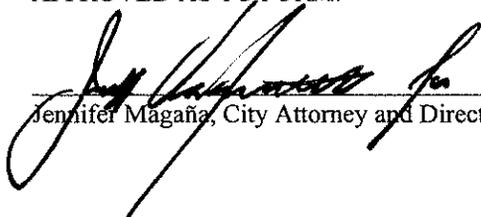
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.


Notary Public

(My Appointment Expires: May 1, 2020)



APPROVED AS TO FORM:


Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 5, 2016)

RESOLUTION NO. 16-209

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 18, MAIN 6, COWSKIN INTERCEPTOR SEWER – SUNSTONE AT 135TH ADDITION/SOUTH OF KELLOGG, EAST OF 135TH STREET WEST) (468-85134).

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, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; 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, 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 **One Hundred Twenty-Four Thousand Dollars (\$124,000)**, 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 hereof.

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

SUNSTONE AT 135TH ADDITION
Lot 1, Block A

(d) The method of assessment is: **equally per lot (1 lot)**.

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 the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **sewer main** improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$32,723 assessed equally among all property within the proposed Improvement District equally per lot (1 lot)**.

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 August 2, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 5, 2016)

RESOLUTION NO. 16-210

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. 412 – SUNSTONE AT 135TH ADDITION/SOUTH OF KELLOGG, EAST OF 135TH STREET WEST) (468-85135).

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 storm water drain system to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Thirty-Five Thousand Dollars (\$135,000)**, 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 hereof.

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

SUNSTONE AT 135TH ADDITION
Lot 1, Block A

(d) The method of assessment is: **equally per lot (1 lot).**

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 August 2, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 5, 2016)

RESOLUTION NO. 16-211

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 – SUNSTONE AT 135TH ADDITION/SOUTH OF KELLOGG, EAST OF 135TH STREET WEST) (448-90744).

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, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; 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 **Nine Thousand Dollars (\$9,000)**, 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 hereof.

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

SUNSTONE AT 135TH ADDITION
Lot 1, Block A

(d) The method of assessment is: **equally per lot (1 lot)**.

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 the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$17,016 assessed equally among all property within the proposed Improvement District equally per lot (1 lot)**.

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 August 2, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

Published in The Wichita Eagle on August 12, 2016

ORDINANCE NO. 50-296

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. PUD2015-00004

Zone change request from Single-Family Residential (SF-20) to Planned Unit Development (PUD) #47 on property described as:

Sunstone at 135th Addition, Wichita, Sedgwick County, Kansas.

Generally located South of West Kellogg, on the East Side of South 135th Street West.

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 9th day of August, 2016.

ATTEST:

Karen Sublett, City Clerk

Jeff Longwell, Mayor

(SEAL)

APPROVED AS TO FORM:

Jennifer L. Magana, Director of Law

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

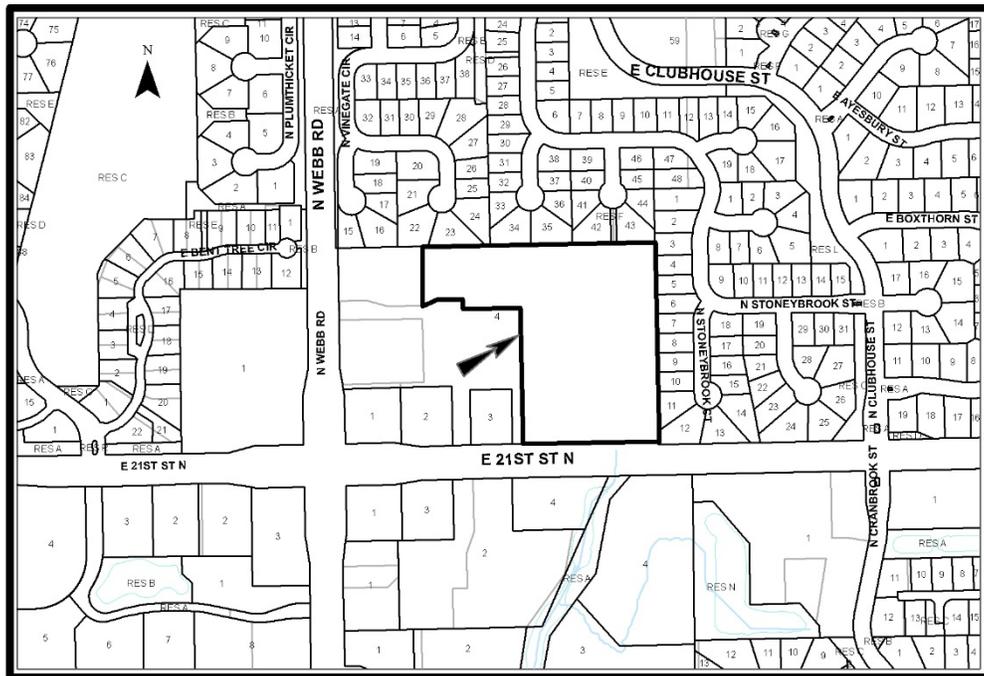
SUBJECT: SUB2016-00010 -- Plat of Tallgrass East Commercial 2nd Addition Located on the North Side of East 21st Street North, East of North Webb Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site consists of five lots on 9.84 acres. The property is zoned Limited Commercial (LC) and is subject to the Tallgrass East Commercial Community Unit Plan (DP-168).

Analysis: The applicant has submitted a Petition and a Certificate of Petition for sewer and water improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The site is within the noise impact area of Colonel James Jabara Airport; therefore, the applicant has submitted a Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution. 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.

Financial Considerations: The petition totals are \$93,000, with \$55,000 for two phases of sewer and \$38,000 for the water. The funding source for all the projects is special assessments.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petition, Restrictive Covenants, Notice of CUP 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.

Attachments: Certificate of Petition
Restrictive Covenants
Notice of CUP
Resolutions

RESTRICTIVE COVENANT

This covenant, executed this 6th day of July, 2016.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Tallgrass Commercial 2nd Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, Grantors are the owners of Tallgrass Commercial 2nd Addition to Wichita, Sedgwick County, Kansas, which property is located near Colonel James Jabara Airport and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon a land owners enjoyment of property and may, depending upon the degree of acoustical treatment of the dwelling, affect his health and/or well being, and

WHEREAS, the City of Wichita in connection with approval of the plat of said addition considers it to be in the public interest to require any buildings constructed on said addition to be designed and constructed giving proper consideration to noise pollution in the area;

NOW, THEREFORE, the undersigned does hereby subject Tallgrass Commercial 2nd Addition, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.
2. This covenant is binding on the owners, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.
3. The covenants, conditions, restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent to the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

SLAWSON INVESTMENT CORPORATION

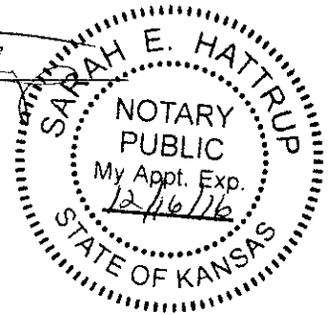
By: [Signature]
Jerry Jones, Vice President

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Jerry Jones, Vices President of Slawson Investment Corporation., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated this 6th day of July, 2016.

[Signature]
Notary Public



My Appointment Expires 12/16/16

APPROVED AS TO FORM:

[Signature]
Jennifer Magaña, City Attorney and Director of Law

RESTRICTIVE COVENANT

This covenant, executed this 6th day of July, 2016.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Tallgrass East Commercial 2nd Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Commission regarding the establishment of an owners' association; providing for the ownership and maintenance of the reserves being platted; the maintenance of the "Parking Strips" located along Reserve "A"; and the ownership and maintenance of the private Drive in Reserve "A" and the ownership and maintenance of drainage improvements within Reserves "B", "C" and "D"..

NOW, THEREFORE, the undersigned does hereby subject Tallgrass East Commercial 2nd Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. At such time as the said 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, common areas, parking strips, private drives and drainage improvements.
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, together with the maintenance of the parking strips, shall be by the undersigned.
4. In the event that the undersigned or the association, its successors or assigns, shall fail at any time to maintain within the reserves or common areas or fail in any manner to fulfill their obligations relating to the reserves or common areas, the 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 obligations, or if such obligation cannot reasonably be fulfilled in 20 days, such requirement shall be satisfied if efforts for fulfillment have been commenced within said 20-day period and are diligently prosecuted to completion. 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 or common areas, from becoming a nuisance, may enter upon said reserves or common areas with prior written notice to the owner(s) of such property, 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 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, 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.

5. This covenant is binding on the owners, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above-described property.

6. The covenants, conditions, restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent to 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 No retaining wall, fence, earth berm, or mass planting shall be placed or permitted within the 15 foot street, drainage and utility easements adjacent to the private drive (Reserve "A") 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 plantings proposed within this easement shall be reviewed by the City Forester prior to installation. Any change of grade is prohibited.

EXECUTED the day and year first above written.

SLAWSON INVESTMENT CORPORATION

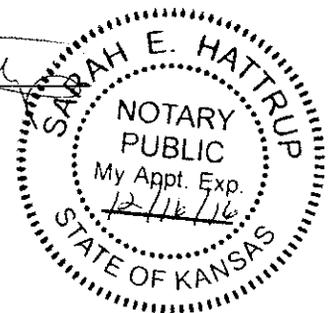
By: [Signature]
Jerry Jones, Vice President

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Jerry Jones, Vices President of Slawson Investment Corporation., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated this 6th day of July, 2016.

[Signature]
Notary Public



My Appointment Expires 12/16/16

APPROVED AS TO FORM:

[Signature]
Jennifer Magaña, City Attorney and Director of Law

PEC Project No. 35-160099-000-6304
Restrictive Covenant - Slawson Investment Corporation

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 6th day of July, 2016, by Jerry Jones, Vice President of Slawson Investment Corporation, hereafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

Tallgrass East Commercial 2nd Addition
Lots 1 through 5, Block 1

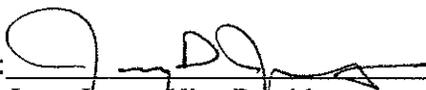
And

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved community unit plan Tallgrass East Commercial DP-168 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, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1 through 5, Block 1, Tallgrass East Commercial 2nd Addition, Sedgwick County, Kansas.

EXECUTED the day and year first written above.

SLAWSON INVESTMENT CORPORATION

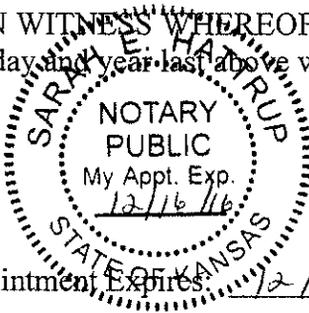
By: 
Jerry Jones, Vice President

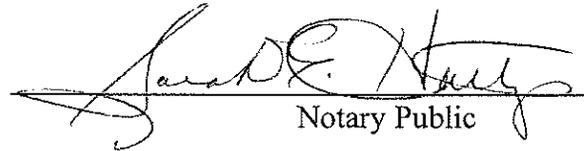
STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 6th day of July, 2016, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Jerry Jones, Vice President of Slawson Investment Corporation, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

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

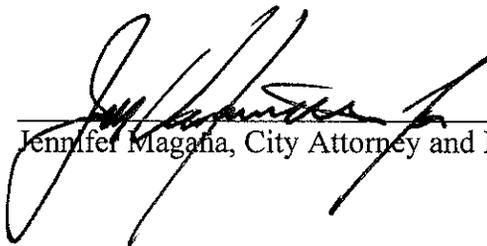
(SEAL)




Notary Public

My Appointment Expires: 12/16/16

APPROVED AS TO FORM:


Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 5, 2016)

RESOLUTION NO. 16-212

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 64, MAIN 24, WAR INDUSTRIES SEWER – TALLGRASS EAST COMMERCIAL 2ND ADDITION PHASE I/NORTH OF 21ST STREET NORTH, EAST OF WEBB) (468-85132).

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 sanitary sewer system, including necessary manholes, pipes and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Thirty-Four Thousand Dollars (\$34,000)**, 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 hereof

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

Lot 2, Block 1, Tallgrass East Commercial 2nd Addition, Wichita, Sedgwick County, Kansas

(d) The method of assessment is: **on a per lot basis as described below:**

Lot 2, Block 1 shall pay 100% of the Improvement District portion of the total cost.

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 August 2, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney

(Published in the *Wichita Eagle*, on August 5, 2016)

RESOLUTION NO. 16-213

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 65, MAIN 24, WAR INDUSTRIES SEWER – TALLGRASS EAST COMMERCIAL 2ND ADDITION PHASE 2/NORTH OF 21ST STREET NORTH, EAST OF WEBB) (468-85133).

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 sanitary sewer system, including necessary manholes, pipes 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 hereof

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

Lot 4, Block 1, Tallgrass East Commercial 2nd Addition, Wichita, Sedgwick County, Kansas

(d) The method of assessment is: **on a per lot basis as described below:**

Lot 4, Block 1, shall pay 100% of the Improvement District portion of the total cost.

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 August 2, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney

(Published in the *Wichita Eagle*, on August 5, 2016)

RESOLUTION NO. 16-214

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 IMPROVEMENTS – TALLGRASS EAST COMMERCIAL 2ND ADDITION PHASE I/NORTH OF 21ST STREET NORTH, EAST OF WEBB) (448-90742).

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 **Thirty-Eight Thousand Dollars (\$38,000)**, 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 hereof

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

Lot 2 and Lot 4, Block 1, Tallgrass East Commercial 2nd Addition, Wichita, Sedgwick County, Kansas

(d) The method of assessment is: **on a fractional basis as described below:**

**Lot 2, Block 1 shall pay 20.81% of the Improvement District portion of the total cost.
Lot 4, Block 1 shall pay 79.19% of the Improvement District portion of the total cost.**

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 August 2, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney

**City of Wichita
City Council Meeting
August 2, 2016**

TO: Mayor and City Council

SUBJECT: VAC2007-00002 - Request to Vacate a Platted Utility Easement on Property Generally Located on the West Side of North Webb Road, Between East 38th and 39th Streets North (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (12-0).



Background: The applicant is requesting consideration for the vacation of the described platted easement, as shown on the applicant's site plan. The applicant proposes building over portions of the platted easement. There are no utilities located within the easement. The Industrial Air Center Addition was recorded with the Register of Deeds May 15, 1987.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (12-0) 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.

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 Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County 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:

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PORTION)
PLATTED UTILITY EASEMENT)**

**GENERALLY LOCATED WEST OF NORTH WEBB)
ROAD & SOUTH OF EAST 39TH STREET NORTH)**

VAC2007-00002

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 2nd day of August, 2016, comes on for hearing the petition for vacation filed by the Ethanol Products, c/o Bob Whiteman (owner), praying for the vacation of the following described platted utility easement, to-wit:

The platted 20' Utility Easement running along the rear lot line of Lots 1, 2, 15, and 16, Block 1 and the rear lot line of the East 50.00 feet of Lot 3, Block 1 all in Industrial Air Center, an addition to Wichita, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on February 22, 2007, 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 utility easement and the public will suffer no loss or inconvenience thereby.
3. A covenant binding and tying Lots 1, 2, 15 & 16, Block 1, the Industrial Air Center has been recorded at the Sedgwick County Register of Deeds; April 5, 2007, DOC#/FLM-PG 28871312.
4. A dedication of 10 feet of Webb Road public street right-of-way has been recorded with the Sedgwick County Register of Deeds; April 5, 2007, DOC#/FLM-PG 28871313.

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.

6. The vacation of the described platted utility easement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 2nd day of August, 2016, ordered that the above-described platted utility 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 Item No. II-18

City of Wichita
City Council Meeting
August 2, 2016

TO: Mayor and City Council

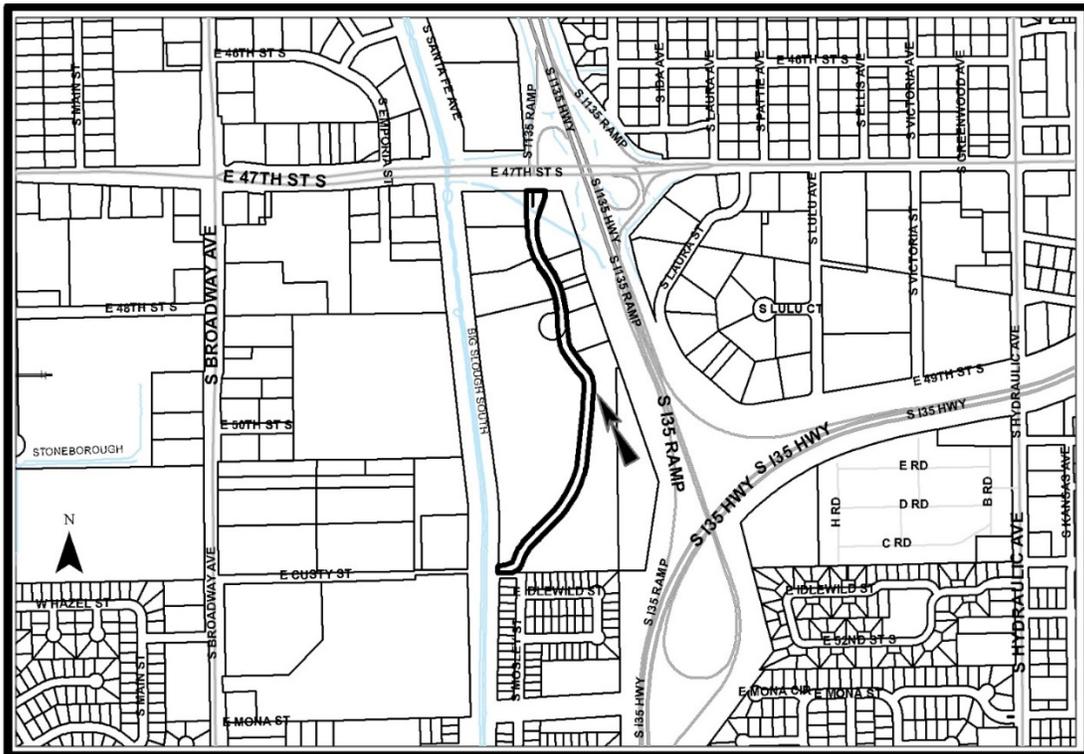
SUBJECT: VAC2015-00035 - Request to Vacate a Contingent Dedication of Street Right-of-Way by Separate Instrument on Property Located on the Southwest Corner of the East 47th Street South and the South I-135 Interchange (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).



Background: The applicant is requesting the vacation of the contingent dedication of street right-of-way by separate instrument; Doc#/Flm-Pg: 29622185. The subject contingent dedication of street right-of-way was designed to join the abutting platted Custy Street right-of-way; Orchard Parks Lake Estates Addition recorded September 28, 1983. Custy Street is a local residential street. The subject contingent dedication of street right-of-way is located in the GC General Commercial (GC) zoned Southfork Commercial Addition. The vacation of the subject right-of-way will keep commercial traffic out of the south abutting SF-5 Single-Family Residential (SF-5) zoned neighborhood that uses Custy Street for access. The Southfork Commercial Addition was recorded with the Register of Deeds October 3, 2014.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

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 Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County 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:

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A)
CONTINGENT DEDICATION OF STREET RIGHT-OF-)
WAY BY SEPARATE INSTRUMENT)**

**GENERALLY LOCATED ON THE SOUTHWEST CORNER))
OF THE 47TH STREET SOUTH – I-135 INTERCHANGE)**

VAC2015-00035

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 2nd day of August, 2016, comes on for hearing the petition for vacation filed by Southfork Investment, LLC, c/o Jay Maxwell (owner), praying for the vacation of the following described portion of a contingent dedication of street right-of-way by separate instrument, Doc#/Flm-Pg: 29622185, to-wit:

Vacating the contingent dedication of street right-of-way by separate instrument shall be 16 feet wide on each side of the following described centerline. At the Point of Beginning the side lines of the Right-of-way shall shorten or lengthen so as to begin on the Washington Avenue cul-de-sac right-of-way as platted in the Southfork Commercial Addition, Wichita, Sedgwick County, Kansas.

Commencing at the Northeast corner of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the 6th P.M., thence on an assumed bearing of S 89°31'13" W along the North line of said Northwest Quarter for 512.35 feet to a point, thence along the centerline of Washington Avenue as platted in the Southfork Commercial Addition, S 00°28'47" E a distance of 197.52 feet; thence S 05°29'05" W a distance of 164.71 feet; thence along a curve turning to the left for an arc length of 314.30 feet, with a radius of 425.00 feet, a delta angle of 42°22'17", a chord bearing of S 15°42'04" E, and a chord length of 307.18 feet; thence along a reverse curve turning to the right for an arc length of 207.80 feet, with a radius of 500.00 feet, a delta angle of 23°48'44" a chord bearing of S 24°58'51" E, and a chord length of 206.31 feet; thence along a compound curve turning to the right for an arc length of 182.56 feet, with a radius of 1370.00 feet, a delta angle of 07°38'06" , a chord bearing of S 09°15'25" E, and a chord length of 182.43 feet to the POINT OF BEGINNING, thence along a curve turning to the left for an arc length of

277.53 feet, with a radius of 460.00 feet, a delta angle of 34°34'05", a chord bearing of S 22°43'25" E, and a chord length of 273.34 feet,; thence along a reverse curve turning to the right for an arc length of 265.68 feet, with a radius of 230.00 feet, a delta angle of 66°10'59", a chord bearing of S 06°54'58" E, and a chord length of 251.15 feet,; thence along a reverse curve turning to the left for an arc length of 214.73 feet, with a radius of 625.00 feet, a delta angle of 19°41'05", a chord bearing of S 16°19'59" W, and a chord length of 213.67 feet,; thence S 06°29'27" W a distance of 221.40 feet; thence along a curve turning to the right for an arc length of 349.32 feet, with a radius of 460.00 feet, a delta angle of 43°30'35", a chord bearing of S 28°14'44" W, and a chord length of 340.99 feet,; thence S 50°00'02" W a distance of 102.72 feet;
thence along a curve turning to the left for an arc length of 214.29 feet, with a radius of 250.00 feet, a delta angle of 49°06'43", with a chord bearing of S 25°26'40" W, and a chord length of 207.79 feet,; thence S 00°53'19" W a distance of 6.75 feet; thence along a curve turning to the right for an arc length of 153.51 feet, with a radius of 100.00 feet, a delta angle of 87°57'11", with a chord bearing of S 44°51'54" W, and a chord length of 138.87 feet,; thence S 88°50'30" W a distance of 59.35 feet, to the Point of Termination on the East line of the Riverside Drainage District Easement as recorded in Book 92, Page 345, Condemnation Case #72947. At the point of termination the side lines of the Right-of-Way Dedication shall shorten or extend so as to terminate on the East line of the Riverside Drainage District Easement or the South line of said Northwest Quarter of Section 21, Township 28 South, Range 1 East.

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 September 10, 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 portion of the contingent dedication of street right-of-way by separate instrument, and the public will suffer no loss or inconvenience thereby.
4. In justice to the petitioner(s), the prayer of the petition ought to be granted.
5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
6. The vacation of the described portion of the contingent dedication of street right-of-way by separate instrument, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 2nd day of August, 2016, ordered that the above-described portion of the contingent dedication of street right-of-way by separate instrument 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 Item No. II-19

**City of Wichita
City Council Meeting
August 2, 2016**

TO: Mayor and City Council

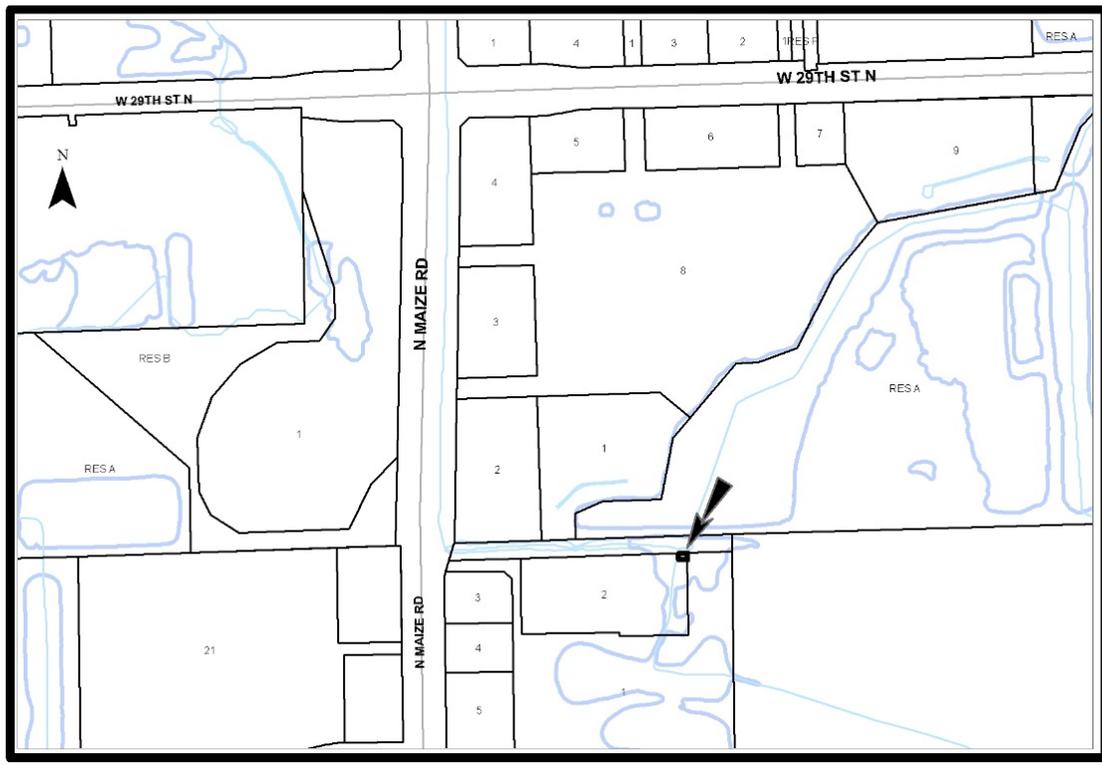
SUBJECT: VAC2016-00015 - Request to Vacate an Access Easement Dedicated by Separate Instrument on Property Generally Located South of West 29th Street North on the West Side of North Maize Road (District V)

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 25 feet of the access easement dedicated by separate instrument located on Lot 2, Block 1, Central Park Plaza Addition; Doc#/FLM-PG: 29235029, recorded August 15, 2011. The access easement runs on and parallel to the north property line of Lot 2, Block 1, Central Park Plaza Addition, from Maize Road to the east property line of the subject lot. There is also a 50-foot wide drainage easement running parallel to the subject property's north side. Per the dedication, the purpose of the subject access easement is to provide access for light-duty maintenance equipment. The Central Park Plaza Addition was recorded with the Sedgwick County Register of Deeds February 28, 2012.

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.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order and the dedication of an access easement by separate instrument. The Law Department concurs that the approval of the Vacation Order and the dedication of an access easement by separate instrument are in accordance with City policy. The original Vacation Order and the dedication of an access easement by separate instrument will be recorded with the Sedgwick County 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 an access easement by separate instrument

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF PORTION A)
PLATTED ACCESS EASEMENT)**

**GENERALLY LOCATED A QUARTER-MILE SOUTH)
OF 29TH STREET NORTH ON THE EAST SIDE OF)
MAIZE ROAD)**

VAC2016-00015

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 2nd day of August, 2016, comes on for hearing the petition for vacation filed by East Side Investments LLC, c/o Bradley Seville (owner), praying for the vacation of the following described portion of a platted access easement, to-wit:

ALL OF THE EAST TWENTY FIVE (25) FEET OF THE PLATTED TWENTY (20) FOOT ACCESS EASEMENT ADJACENT TO THE NORTH LINE OF LOT 2 IN BLOCK 1 OF CENTRAL PARK PLAZA, AN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, BEING RECORDED IN DOC#/FLM-PG: 29235029 WITH THE SEDGWICK COUNTY REGISTER OF DEEDS.

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 April 14, 2016, 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 portion of the platted access easement, and the public will suffer no loss or inconvenience thereby.
3. Dedication by separate instrument of an access easement, will be recorded with this

Vacation Order at the Sedgwick County Register of Deeds.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described portion of the access easement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 2nd day of August, 2016, ordered that the above-described portion of the access 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

EASEMENT

THIS INDENTURE MADE THIS 29 day of June, 2016 between undersigned ("Grantor"), and the City of Wichita, Kansas ("Grantee"), a municipal corporation.

WHEREAS, Grantor is the owner of Lot 2, Block 1, Central Park Plaza, an Addition to Wichita, Sedgwick County, Kansas (the "Property"); and

WHEREAS, Grantor previously granted an access easement to Grantee as recorded at Doc#/FLM-PG: 29235029 (the "Easement") with the Sedgwick County Register of Deeds that affects a portion of the Property; and

WHEREAS, the Easement acknowledges that Grantor may modify the access locations from time to time to drive isles and traffic ways that may be defined from time to time as the Property is developed ; and

WHEREAS, Grantor desires to exercise its right to modify a portion of the Easement previously granted.

WITNESSETH:

NOWHEREFORE, Grantor in consideration of the sum of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto Grantee an access easement over and across the following described real estate situated in Sedgwick County, Kansas, to-wit:

The south twenty feet of the north forty five feet of the west two hundred ninety nine feet of
Lot 2, Block 1, Central Park Plaza,
an Addition to Wichita, Sedgwick County, Kansas

subject to the same terms and conditions as contemplated in the Easement previously granted.

VA 02016-00015

City of Wichita
City Council Meeting
August 2, 2016

TO: Wichita Airport Authority

SUBJECT: AOPA Insurance Agency, Inc. – Supplemental Agreement No. 1
1995 Midfield Road
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: On September 13, 2011, the Wichita Airport Authority (WAA) approved an agreement with AOPA Insurance Agency, Inc. (AOPA) to lease and operate an aviation insurance company at the office facility located at 1995 Midfield Road on the Wichita Dwight D. Eisenhower National Airport (Airport). The agreement expires on August 31, 2016.

Analysis: Currently, AOPA occupies approximately seventy-five percent of the facility. AOPA is desirous of reducing twenty-five percent of the office space and reducing a portion of the parking lot without the necessity of relocating to another facility off the airport campus. The term of the agreement will be extended for two years and can continue with three, one-year option terms.

Financial Considerations: The new annual land rent revenue for this lease will be \$26,475 at a rate of \$.4221 per sq. ft. per year for 62,724 sq. ft. The current annual land rent revenue is \$33,153 at the rate of \$.4118 per sq. ft. per year for 80,509 sq. ft. The WAA will see a reduction of 17,785 sq. ft. of the leasehold and \$6,678 less revenue per year for the reduced portion of the parking lot.

The new facility rent for this lease will be \$67,543 at a rate of \$5.47 per sq. ft. per year for 12,348 sq. ft. of office space. The current annual facility rent revenue is \$87,640 at a rate of \$4.97 per sq. ft. per year for 17,634 sq. ft. The WAA will see a reduction of 5,286 sq. ft. and \$20,097 less revenue per year for the portion of reduced office space. However, following the reduction of leasehold by AOPA, the vacated space will be available for lease by the WAA as a joint use facility, with the potential for additional revenue to offset the loss from AOPA. During the term of the agreement and option terms, the land rent shall increase by two and half percent each year.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

Attachment: Supplemental Agreement No. 1

SUPPLEMENTAL AGREEMENT NO. 1

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

AOPA Insurance Agency, Inc.
A MARYLAND CORPORATION

for

Wichita Dwight D. Eisenhower National Airport
Use of Land and Facility Agreement
1995 Midfield Road
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 1 is entered into this August 2, 2016, between The Wichita Airport Authority, Wichita, Kansas (LESSOR) and AOPA Insurance Agency, Inc., (LESSEE).

WHEREAS, the parties previously entered into an Agreement, dated September 13, 2011 for the use of the land and improvements on Wichita Dwight D. Eisenhower National Airport; and

WHEREAS, the LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 1 for the purpose of modifying the premises, term, facility rent and land rent of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby agree as follows:

1. PREMISES

Section 1 – Premises, and Exhibit “A”, of the Agreement, dated September 13, 2011, shall be **replaced** by the following:

LESSOR does hereby lease to LESSEE the Premises located at 1995 Midfield Road on Dwight D. Eisenhower National Airport, a portion of the 17,634 sq. ft. office building, consisting of 12,348 sq. ft. of leased space, and a portion of the land situated on 80,509 square feet, consisting of 62,724 sq. ft. of leased land, all referred to herein as the Premises, as outlined on Exhibit "A", dated June 14, 2016 attached hereto and made a part hereof.

Upon prior written notice given to LESSOR by LESSEE, during the Term and Option Terms of this Agreement, LESSEE is granted the right to increase accessible office space within the Premises and use of parking spaces immediately adjacent to the Premises to the east, as shown in Exhibit “A”. Rent for the balance of the tenancy, dating from the notice of increased space, shall be increased pro rata using the rate per sq. ft. set out in Sections 4, 5, 6 and 7 of this Agreement.

2. TERM

Section 2 – Initial Term, dated September 13, 2011, shall be **modified** to include the following:

The term of this Agreement shall be extended for a two-year period, from September 1, 2016 through August 31, 2018.

3. OPTION TERM

Section 3 – Option Term, dated September 13, 2011, shall be **replaced** by the following:

This Agreement may be renewed at the LESSEE's option for three (3), consecutive one (1) year periods ("Option Terms"), provided LESSEE is not in default hereunder beyond any applicable grace or cure periods in Rent or other payments to LESSOR at the time notice requesting exercising an Option Terms are given.

If LESSEE wishes to exercise an Option Term, written notice shall be submitted to LESSOR no less than ninety (90) days prior to the expiration Term and the then current Option Term. If LESSEE is in default of any obligation under this Agreement then any notice attempting to exercise the Option Term(s) shall be void.

First Option Term shall commence on September 1, 2018 and expire on August 31, 2019.

Second Option Term shall commence on September 1, 2019 and expire on August 31, 2020.

Third Option Term shall commence on September 1, 2020 and expire on August 31, 2021.

4. FACILITY RENT DURING INITIAL TERM

Section 4 – Facility Rent During Initial Term, dated September 13, 2011, shall be **modified** to add the following:

During this two-year period, September 1, 2016 – August 31, 2018, facility rent for the **office space** shall be based upon a portion of the 17,634 sq. ft. office building, consisting of 11,783 sq. ft. of leased space, which shall be at the annual rate of five dollars and forty-seven cents (\$5.47). This facility rent shall result in an annual payment of \$64,452.96, payable in monthly installments of \$5,371.08.

In addition, facility rent for the **basement** is based upon the rate of five dollars and forty-seven cents (\$5.47) and LESSEE shall pay the prorata share of the basement area, which is 565 sq. as shown in Exhibit "A-2". This facility rent shall result in an annual payment of \$3,090.60, payable in monthly installments of \$257.55.

This **office and basement** facility rent will result in an annual payment of \$67,543.56 payable in monthly installments of \$5,628.63.

Rent shall be adjusted accordingly if the Premises are modified under the terms of this Agreement.

5. LAND RENT DURING INITIAL TERM

Section 5 – Land Rent During the Initial Term, dated September 13, 2011, shall be **modified** to add the following:

In addition to the foregoing facility rent, LESSEE agrees to pay land rent for the leased premises containing approximately 62,724 square feet. Basic land rent during the term of this Agreement shall be as follows:

INITIAL TERM					
1995 Midfield Road, 62,724 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
09/01/2016	-	08/31/2017	.4221	\$26,475.84	\$2,206.32
09/01/2017	-	08/31/2018	.5276	\$33,094.80	\$2,757.90

6. FACILITY RENT DURING OPTION TERMS

Section 6 – Facility Rent During Option Terms, dated September 13, 2011, shall be **replaced** by the following:

The facility rent for **office space** during the three, one-year options, if exercised, shall continue at the same rate of five dollars and forty-seven cents (\$5.47). This facility rent shall result in an annual payment of \$64,452.96, payable in monthly installments of \$5,371.08.

In addition, facility rent for the **basement** is based upon the rate of five dollars and forty-seven cents (\$5.47) and LESSEE shall pay the prorata share of the basement area, which is 565 sq. as shown in Exhibit “A-2”. This facility rent shall result in an annual payment of \$3,090.60, payable in monthly installments of \$257.55.

This **office and basement** facility rent will result in an annual payment of \$67,543.56 payable in monthly installments of \$5,628.63.

Rent shall be adjusted accordingly if the Premises are modified under the terms of this Agreement.

7. LAND RENT DURING OPTION TERMS

Section 7 – Land Rent During the Option Terms, dated September 13, 2011, shall be **modified** to add the following:

OPTION TERMS					
1995 Midfield Road, 62,724 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
OPTION 1	09/01/2018	- 08/31/2019	.6595	\$41,368.44	\$3,447.37
OPTION 2	09/01/2019	- 08/31/2020	.8244	\$51,710.52	\$4,309.21
OPTION 3	09/01/2020	- 08/31/2021	1.0305	\$64,638.24	\$5,386.52

8. OTHER TERMS

It is understood and agreed that all other terms and conditions of the existing Agreement between the parties hereto are incorporated herein and reaffirmed.

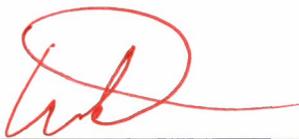
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

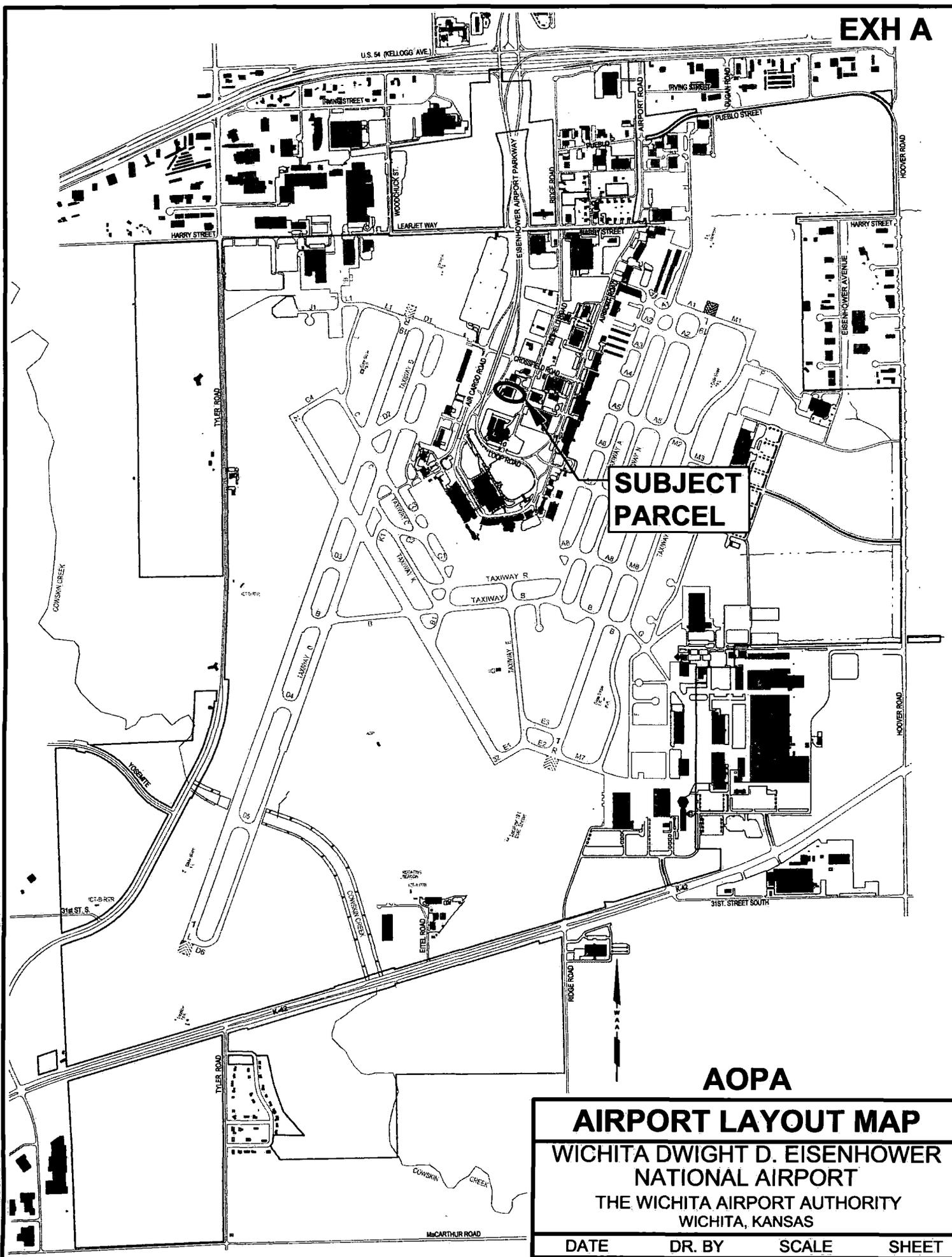
By _____
Jeff Longwell, President
"LESSOR"

By 
Victor D. White, Director of Airports

ATTEST:

By _____ By 
AOPA INSURANCE AGENCY, INC.
Erica Saccoia,
Senior V.P. Finance & Accounting
"LESSEE"

APPROVED AS TO FORM: 
Jennifer Magana,
City Attorney and Director of Law Date: 7-19-16



**SUBJECT
PARCEL**

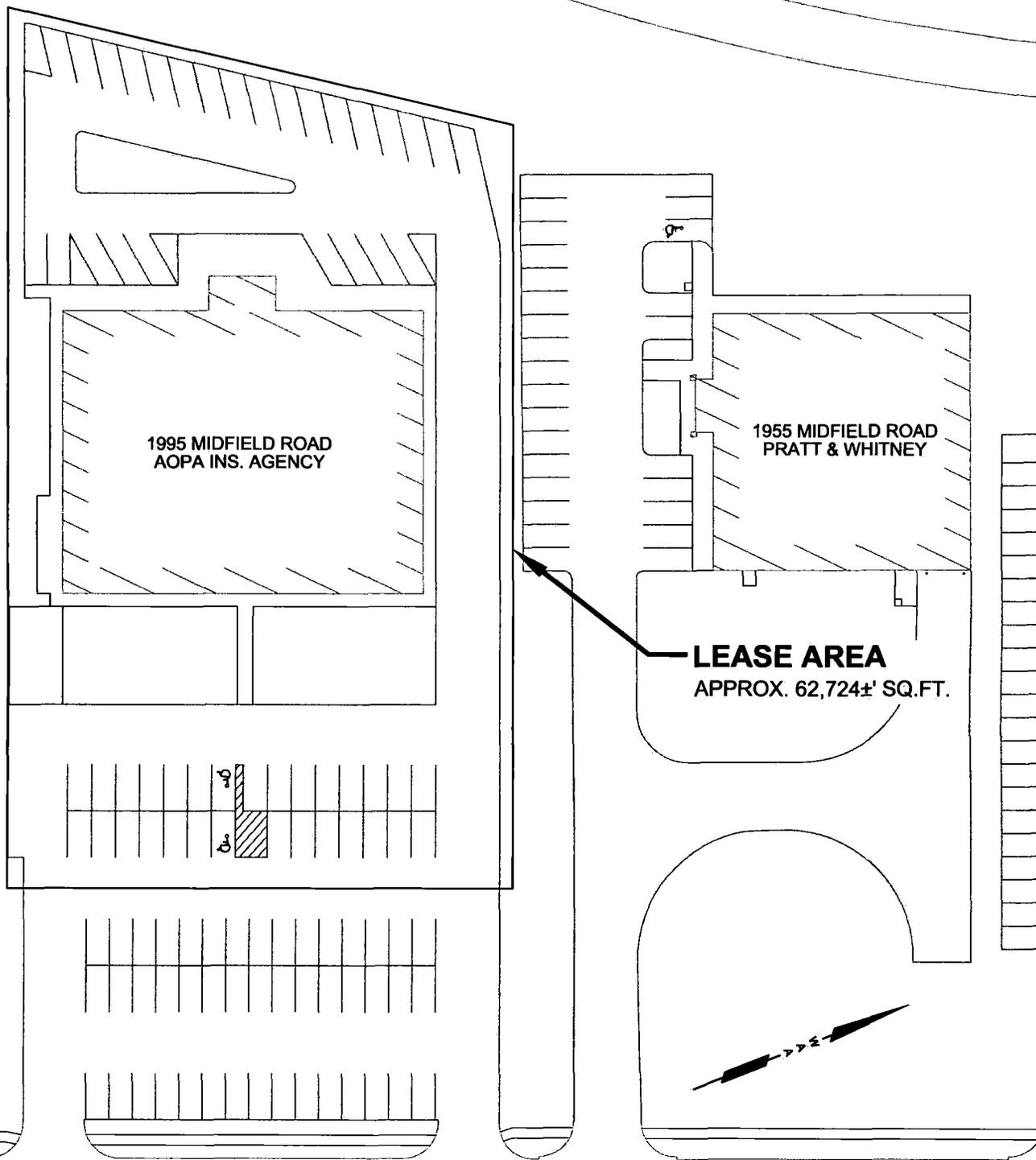
AOPA

AIRPORT LAYOUT MAP
WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT
 THE WICHITA AIRPORT AUTHORITY
 WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
6/14/16	H.G.O.	1" = 1900'	1 of 3

D:\Drawings\218-Buildings\MidField\1895_AOPAITenant FloorPlan.dwg, A.L.P. 6/14/2016 4:32:06 PM

OFF RAMP



MIDFIELD ROAD

AOPA

1995 MIDFIELD ROAD
 WICHITA DWIGHT D. EISENHOWER
 NATIONAL AIRPORT
 THE WICHITA AIRPORT AUTHORITY
 WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
6/14/16	H.G.O.	1" = 60'	2 of 3

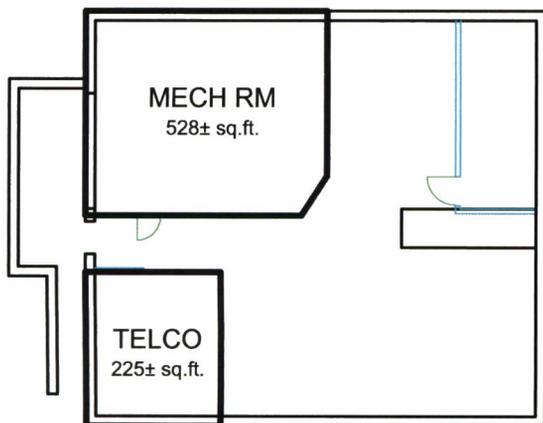
D:\Drawings\216-Buildings\Midfield Road\1995_AOPAIT\Tenant FloorPlan.dwg, Site, 6/14/2016 4:32:08 PM



1ST FLOOR

LEGEND

	1st FLOOR TOTAL	+15,748 SQ.FT.
	AREAS NOT UNDER LEASE	<u>- 3,965 SQ.FT.</u>
	BALANCE	11,783 SQ.FT.



BASEMENT

AOPA

TENANT FLOORPLAN

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
6/14/16	H.G.O.	1" = 20'	3 of 3

City of Wichita
City Council Meeting
August 2, 2016

TO: Wichita Airport Authority

SUBJECT: U.S. General Services Administration
Lease Number GS-06P-LKS31036 Amendment 2
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the lease amendment.

Background: The United States General Services Administration (GSA) handles all leasing matters for the Transportation Security Administration (TSA), which occupies space within the new airline terminal that is used for passenger and baggage screening personnel and equipment, as well as several administrative offices adjacent to the security checkpoint. This space is called “Block A” by the TSA. The TSA is funding the design and construction of a new suite of statewide and regional offices in the new terminal, which is referred to as “Block B,” to replace the existing offices located in the old terminal. The Airport was selected by the GSA and TSA last year to house the statewide offices after the agencies conducted a search for suitable office space elsewhere in Wichita. The extensive GSA and TSA design and review process has been underway for more than a year, and was recently completed. The construction project is currently out for bids, and completion of the new office space is anticipated in the first quarter of 2017. At that time, the TSA will relocate to the new quarters in the terminal.

Analysis: The current lease for the existing office space in the closed terminal expired in July 2016, and is currently in a month-to-month holdover status. GSA leasing policies prohibit lengthy holdovers. As a result, the GSA has requested a formal extension of the lease for a 24 month period even though it is anticipated that the space will be vacated in approximately seven to nine months. The extension contains a 30 day cancellation provision. This lease amendment provides a continuation for occupying the current space until completion of the new Block B space. At that time, the lease for the Block B space will become effective.

Financial Considerations: There are no changes to the financial terms of the existing agreement as a result of this lease amendment.

Legal Considerations: The lease amendment has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the WAA approve the lease amendment.

Attachment: Lease Number GS-06P-LKS31036 Amendment No. 2.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 02
	TO LEASE NO. GS-06P-LKS31036
ADDRESS OF PREMISES 2173 South Air Cargo Road Wichita, Kansas 67209-1958 Second Level	

THIS AMENDMENT is made and entered into between **The Wichita Airport Authority**

whose address is: **2173 South Air Cargo Road
Wichita, Kansas 67209-1958**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend the Lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **July 15, 2016** as follows:

- Paragraph 1 of Lease Amendment 01 is deleted in its entirety and replaced with the following:

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for the term beginning

January 15, 2014 and continuing through the earlier of **July 14, 2018**, or until substantial completion and occupancy of Block B office and related Space within the Wichita Dwight D. Eisenhower National Airport under Lease No. GS-06P-LKS41032,

subject to termination and renewal rights as may be hereinafter set forth.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

FOR THE GOVERNMENT:

Signature: _____
 Name: Joseph J. Schurle
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, 6P1RW
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Victor D. White for VDA

Victor D. White, A. A. E.
 Director of Airports

Jay C. Hinkol for Jennifer Magaña, City Attorney

2. Paragraph 4 of Lease Amendment 01 is deleted in its entirety and replaced with the following:

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

Annualized 10,820 RSF / 8,626 ABOA SF 0 Parking Spaces						
Term	RSF	ABOA SF	Shell Rental Rate	Operating Costs	Parking Rate	Total Annual Rent
July 15, 2016 – July 14, 2018	7,794	6,214	\$235,952.95	\$33,903.45 *	\$0.00	\$269,856.40
July 15, 2016 – July 14, 2018	3,026	2,412	\$0.00	\$0.00	\$0.00	\$0.00 **

* Includes CPI adjustments through January 14, 2017. Future CPI adjustments shall apply.

** All costs associated with the free space shall be provided by the Lessor at no cost to the Government.

G. Parking shall be provided at a rate of **\$0.00** per parking space per month (surface/outside).

INITIALS: _____ & _____
LESSOR LESSOR GOV'T