

CITY COMMISSION MEETING
Winfield, Kansas

DATE: Monday, June 05, 2023
TIME: 5:30 p.m.
PLACE: City Commission – Community Council Room – First Floor – City Building

AGENDA

CALL TO ORDER.....Mayor Gregory N. Thompson
ROLL CALL.....City Clerk, Tania Richardson
MINUTES OF PRECEDING MEETING.....Monday, May 15, 2023

BUSINESS FROM THE FLOOR

- Citizens to be heard

NEW BUSINESS

Ordinances & Resolutions

Bill No. 2336 – A Resolution – Determining the existence of certain nuisances at 25 Braid Hill Dr in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2337 – A Resolution – Determining the existence of certain nuisances at 716 Menor in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

Bill No. 2338 – A Resolution – Authorizing the Mayor and the City Clerk of the City of Winfield, Kansas to execute the Moderate Income Housing Program Grant Agreement between the City of Winfield, Kansas and Kansas Housing Resources Corporation, Topeka, Kansas for the acceptance and allocation of funds for eligible activities related to housing development.

Bill No. 2339 – A Resolution – Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute CCLIP (SP) Resurfacing Project Agreement No. 77-18 U-2417-01 between the City and the Secretary of the Kansas Department of Transportation, relating to State Aid for the improvement of City connecting links on the State highway system.

OTHER BUSINESS

ADJOURNMENT

- Next Commission work session 4:00 p.m. Thursday, June 15, 2023.
- Next regular meeting 5:30 p.m. Monday, June 19, 2023.

CITY COMMISSION MEETING MINUTES
Winfield, Kansas
May 15, 2023

The Board of City Commissioners met in regular session, Monday, May 15, 2023 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Gregory N. Thompson presiding. Commissioners Brenda K. Butters and Ronald E. Hutto were also present. Also in attendance were Taggart Wall, City Manager; Tania Richardson, City Clerk; and William E. Muret, City Attorney. Other staff members present were Robbie DeLong, Police Chief; Chad Gordon, Police Captain; Vincent Warren, Fire Chief; Brad Klein, EMS Director; Patrick Steward, Director of Community Development; and Gus Collins, Director of Utilities.

Mayor Thompson noted all Commissioners present.

Commissioner Butters moved that the minutes of the May 1, 2023 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

PRESENTATIONS

-Winfield Police Department Promotions

Police Chief DeLong introduced Nicole Hills promoted from Sergeant to Lieutenant

Police Chief DeLong introduced Dakota Richardson promoted from Sergeant to Lieutenant

Police Chief DeLong recognized Phillip Lynch promoted from Master Police Officer to Sergeant

PROCLAMATIONS

-Police Week – May 14-20, 2023. Mayor Thompson presented a Proclamation to Chief DeLong, proclaiming May 14-20, 2023, as Police Week.

-EMS Week – May 21-27, 2023. Mayor Thompson presented a Proclamation to EMS Director Brad Klein, proclaiming the Week of May 21 - 27, 2023, as Emergency Medical Services Week

NEW BUSINESS

Bill No. 2335 – An Ordinance – Amending Chapter 10, Sections 45, related to Animals, of the Winfield City Code. City Manager Wall explains that this Ordinance amends the City holding time at the animal shelter from 5 days to 3 days. Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, Bill No. 2335 was adopted and numbered Ordinance No. 4198.

OTHER BUSINESS

-Consider Mower Bids. Director of Public Improvements Steward explains we received several quotes for lawn mowers for the Cemetery Department and recommends the Hustler X1 from Grouse Valley with a bid of \$19,631.58. Commissioner Hutto moved to approve the purchase of two Hustler X1 mowers in the amount of \$19,631.58. Motion was seconded by Commissioner Butters, with all Commissioners voting aye, the motion carried.

-Consider Vehicle Bids. City Manager Wall explained the City received quotes from Kline Motors for Purchasing and Electric F250 trucks at \$53,835 each, a Fire F350 utility vehicle at \$62,645 and

a Parks F250 truck at \$50,950. Commissioner Thompson moved to approve the purchases of the trucks from Kline Motors. Motion was seconded by Commissioner Butters. With all Commissioners voting aye, the motion carried.

ADJOURNMENT

Upon motion by Commissioner Hutto, seconded by Commissioner Butters, all Commissioners voting aye, the meeting adjourned at 5:47 p.m.

Signed and sealed this 24th day of May 2023.

Signed and approved this 5th day of June 2023.

Tania Richardson, City Clerk

Brenda K. Butters, Presiding Officer



Request for Commission Action

Date: May 30, 2023

Requestor: Trevor Langer, Environmental Inspector

Action Requested: Seeking consideration for the approval of Nuisance Resolutions determining the existence of a nuisance at:

25 BRAID HILL DR: wood, limbs, and debris.

716 MENOR: wood, limbs, scrap metal, trash, and debris.

Analysis: The owners and tenants of all properties listed were sent notification via certified letter.

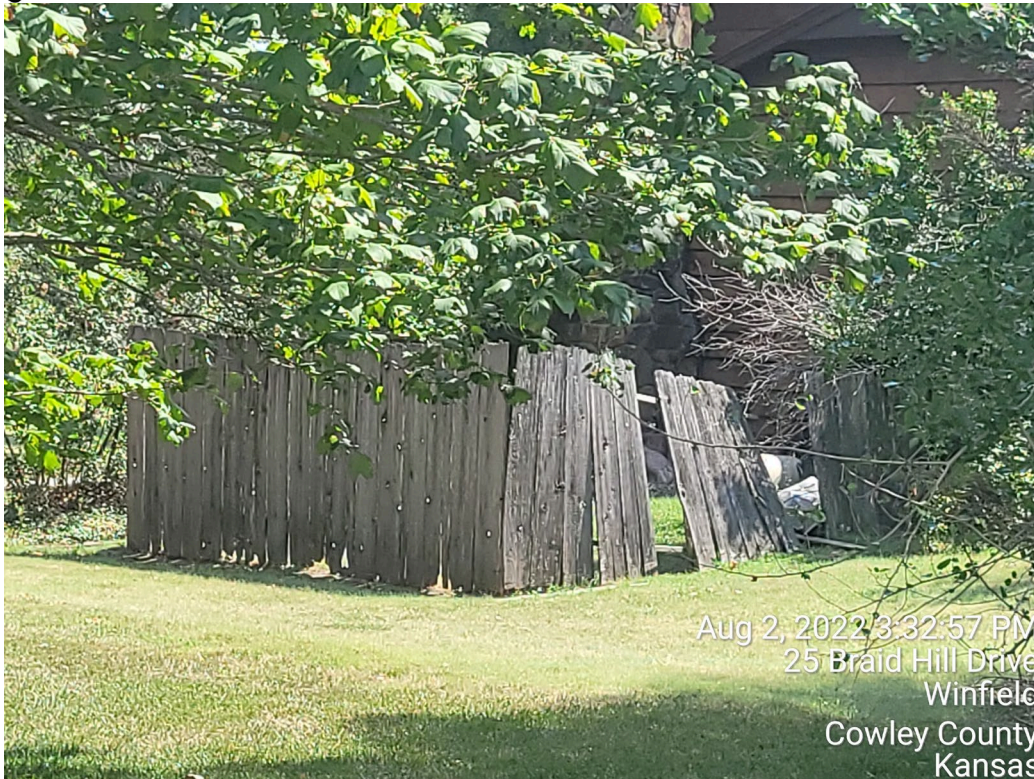
Fiscal Impact: Unknown fiscal impact at this time. Once approved, a contractor will be assigned to remove the nuisances and the owners will be billed for the cost of the removal as well as an administrative fee of \$100.

Attachments:

Nuisance Resolution – 25 BRAID HILL DR - 2 Photos

Nuisance Resolution – 716 MENOR- 4 Photos

Request for Commission Action
25 BRAID HILL DR-



Request for Commission Action
716 MENOR –





A RESOLUTION

DETERMINING the existence of certain nuisances at **25 Braid Hill Dr** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 3rd day of May 2023 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: JACK B DIXON
KAREN A DIXON
25 BRAID HILL DR
WINFIELD, KS 67156

Occupant: JACK B DIXON
KAREN A DIXON
25 BRAID HILL DR
WINFIELD, KS 67156

Legal Description: COUNTRY CLUB ESTATES, BLOCK 6, LOT 9

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, tree limbs, and debris in back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 5th day of June 2023.

(SEAL)

Brenda K. Butters, Presiding Officer

ATTEST:

Tania Richardson, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager/tl

A RESOLUTION

DETERMINING the existence of certain nuisances at **716 Menor** in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City.

WHEREAS, under the provisions of Section 54-3 and 70-2 of the Winfield City Code, Winfield, Kansas, adopted pursuant to K.S.A. 12-1617e, the Governing Body has the power to remove or abate from any lot or parcel of ground within the City any nuisance thereon, upon a finding and determination thereof by said Governing Body; and,

WHEREAS, the City's inspector, on or about the 18th day of May 2023 and on prior and subsequent times, inspected the premises described below and observed the following conditions as set forth below;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The conditions hereinafter described are hereby found to be nuisances, and determined to be a menace and dangerous to the health of the inhabitants of the city or of any neighborhood, family or resident of the city, to wit:

Owner: INGRAM, ASHLEY E
917 MANSFIELD ST
WINFIELD, KS 67156

Occupant: VACANT
Property Address: 716 MENOR
WINFIELD, KS 67156

Legal Description: 321 WINFIELD WEST, BLOCK 87

Nature of Nuisance: A nuisance consisting of a large accumulation of wood, appliances, scrap metal and debris in front and back yard creating an unsightly appearance and/or harborage for vermin.

Disposition of Items: Property items determined to be of value will be moved so that cleanup can be accomplished in an effective and thorough manner. Other items determined to be a nuisance will be disposed of by the contractor.

Section 2. The Clerk of the City of Winfield, Kansas is hereby authorized to issue notice for the removal and abatement of said nuisances and take any remedial action as authorized under Section 54-2 of the Winfield City Code, Winfield, Kansas.

Section 3. This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 5th day of June 2023.

(SEAL)

Brenda K. Butters, Presiding Officer

ATTEST:

Tania Richardson, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager/tl



Request for Commission Action

Date: April 25, 2023

Requestor: Taggart Wall, City Manager

Action Requested: Consider grant funding agreement for Moderate Income Housing development

Analysis:

This \$650,000 grant award made by the Kansas Housing Resources Corporation applies to a second phase of apartments development at the intersection of 19th Ave. and Elaine Dr.

There are currently 71 market rate units under construction outside of the grant phase. The grant phase of the project will add 48 additional units with 40 of those being reserved for those who fall into an income range of 60%-150% of the area median income. The area median income adjusts on the family size. The developer will work together with the City to ensure that each tenant is initially qualified. A tenant does not have to be recertified each year, only upon initial occupancy.

Construction is set to begin on phase 2 by August 15, 2023. The project also received over \$1M in tax credit funding. The tax credit funding and associated compliance will flow directly to the developer.

Once accepted by the City, the City will act as the clearinghouse for "draw downs" on the funds as a reimbursable to costs of the development. There is a 10% retainage on grant funds until project completion. There will be a separate Land Use Restriction Agreement to be completed by the City and KHRC. This restriction will be filed against the deed of the property and will be released after five years.

Fiscal Impact: The program will be a flow through program of \$650,000. The funds will hit the City's finances as they occur with 90% of funds occurring in 2023 and 10% in 2024.

Attachments: Resolution & Agreement

A RESOLUTION

AUTHORIZING the Mayor and the City Clerk of the City of Winfield, Kansas to execute the Moderate Income Housing Program Grant Agreement between the City of Winfield, Kansas and Kansas Housing Resources Corporation, Topeka, Kansas for the acceptance and allocation of funds for eligible activities related to housing development.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and the City Clerk of the City of Winfield, Kansas to execute the Moderate Income Housing Program Grant Agreement between the City of Winfield, Kansas and Kansas Housing Resources Corporation, Topeka, Kansas for the acceptance and allocation of funds for eligible activities related to housing development.

Section 2. This resolution shall be in full force and effect from and after its passage and adoption.

ADOPTED this 5th day of June 2023.

(SEAL)

Brenda K. Butters, Presiding Officer

ATTEST:

Tania Richardson, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager

KANSAS HOUSING

Moderate Income Housing Income Range

HUD's FY 2022 Income Limits

	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
150%	\$ 90,900	\$ 103,950	\$ 116,850	\$ 129,900	\$ 140,250	\$ 150,750	\$ 161,100	\$ 171,450
100%	\$ 60,600	\$ 69,300	\$ 77,900	\$ 86,600	\$ 93,500	\$ 100,500	\$ 107,400	\$ 114,300
60%	\$ 36,360	\$ 41,580	\$ 46,740	\$ 51,960	\$ 56,100	\$ 60,300	\$ 64,440	\$ 68,580

Based upon HUD's FY 2022 State Income Limits
Effective as of August 3, 2022
Effective Through: TBD

MODERATE INCOME HOUSING PROGRAM
GRANT AGREEMENT
City of Winfield 2022
Grant No. 22-0110

THIS GRANT AGREEMENT ("**Agreement**") is made by and between the City of Winfield, Kansas, 200 E. 9th Avenue, Winfield, Kansas 67156 ("**Grantee**"), and Kansas Housing Resources Corporation, 611 South Kansas Avenue, Suite 300, Topeka, Kansas 66603 ("**KHRC**") this _____ day of _____, 2023.

WHEREAS, KHRC is a non-profit public corporation responsible for administering Federal and State housing programs, as well as the State Housing Trust Fund ("**SHTF**");

WHEREAS, the Kansas Legislature provided funding to the SHTF administered by KHRC to be used for the purpose of loans or grants to cities or counties for infrastructure or housing development in rural areas, in accordance with KHRC's Moderate Income Housing ("**MIH**") program;

WHEREAS, utilizing the subject SHTF funds provided, KHRC issued a Kansas MIH Request for Proposal ("**RFP**") on July 8, 2022;

WHEREAS, Grantee requested MIH funds for proposed eligible activities through an application dated September 30, 2022, which was relied upon by KHRC in entering into this Agreement; and

WHEREAS, KHRC's Loans and Grants Committee at its December 12, 2022, meeting approved a grant totaling \$650,000 for Grantee's proposed eligible activities set forth in its Application ("**Eligible Activities**").

NOW THEREFORE, in consideration of the promises and covenants set forth herein, the parties do mutually agree as follows:

1. **Grant Funds**. KHRC hereby allocates Grantee up to Six Hundred Fifty Thousand Dollars (\$650,000) ("**Funds**") for Eligible Activities subject to the terms and conditions set forth in this Agreement. Grantee agrees and acknowledges that KHRC made the subject allocation in reliance on the representations, statement, and information provided by Grantee in its application (the "**Application**"), which is incorporated herein by this reference and made a part of this Agreement. Grantee agrees and acknowledges that KHRC materially relied on the Application, and Grantee certifies that the information in the Application is true and correct. Any change to the Eligible Activities or to the information submitted in the Application, which would, in KHRC's sole discretion, affect KHRC's evaluation of the Application may cause for KHRC to find Grantee in noncompliance as provided in paragraph 11.

2. **Use of Grant Funds.** Grantee shall use the Funds solely on the Eligible Activities, as set forth in the Application approved by KHRC, and Grantee agrees as follows:
 - a. Funds are to be used as partial funding for the construction of Phase 2 of a multi-family rental development. The approved project will include two 24-unit residential buildings each containing 12 one-bed, one-bath units and 12 two-bed, two-bath units as further described in Exhibit A Project Description
 - b. A preliminary project budget is in Exhibit B.
 - c. Construction of this development shall begin by August 15, 2023, unless Grantee requests and obtains prior written approval from KHRC.
 - d. A minimum of 40 MIH rental units are committed to this development/project.
 - e. The representations and commitments made in the Application are all hereby incorporated herein and remain a continuing representations and obligations of the Grantee.
3. **Leverage Commitment.** In addition to the Funds provided by KHRC under this Agreement, Grantee shall provide or obtain leveraged funds towards the costs of the Eligible Activities as set forth in the Application.
4. **Kansas Housing Investor Tax Credits.** In addition to the Funds provided by KHRC under this Agreement, Grantee agrees and acknowledges that the project builder or developer identified in the Application also received an allocation of Kansas Housing Investor Tax Credits (“KHITCs”) related to the Eligible Activities. Grantee agrees and acknowledges that the allocation of KHITCs shall be governed by a separate agreement between KHRC and the subject builder or developer, which shall impose additional requirements and obligations on the Eligible Activities, and that Grantee is familiar with the same.
5. **Disbursement of Grant Funds.** Grantee shall use the jurisdiction’s normal procurement processes for bidding out each portion of the Eligible Activities and shall provide KHRC with documentation regarding the same upon KHRC’s request. As development costs are incurred, Grantee may make request to KHRC for payment from the Funds according to Exhibit C, Disbursement Schedule, using the Request for Disbursement form provided by KHRC, as may be amended from time to time. With any request, Grantee shall provide documentation of all costs, as well as evidence that other leveraged resources are being applied according to the commitment in the Application for funding. A progress report including percentage of project completion shall be submitted with any request for disbursement.

KHRC reserves the right to request additional documentation or information from Grantee prior to disbursement of any Funds, in KHRC's sole discretion, and Grantee agrees to promptly respond to all requests. KHRC shall retain ten percent (10%) of the Funds, equal to \$65,000 pending construction completion and submission of MIH completion documents.

6. **Compliance with Regulations.** Grantee shall ensure compliance with all MIH rules and restrictions, the RFP, and all governing laws, **including the accessibility requirements of the Fair Housing Act and KSA 58-1401 et seq.** as applicable, and the 2018 International Energy Conservation Code or KHRC's alternative prescriptive energy requirements as described in **Exhibit D**. Prior to making any modifications to the Eligible Activities as set forth in the Application, Grantee shall submit a detailed request to KHRC and obtain KHRC's written approval.
7. **Program Income.** Grantee agrees to use any program income derived from or generated by the Eligible Activities and received by the Grantee, regardless of when the income is received, solely for the Eligible Activities or for other housing purposes in Grantee's community. For the purposes of this provision, program income does not include any portion of rental income received by property owners other than the Grantee. .
8. **Reporting.** Grantee shall maintain all books, records, files, and documents related to the Eligible Activities and the compliance period as detailed in paragraph 9 and shall provide any information and documentation requested by KHRC to verify compliance with the terms of this Agreement and the MIH program.

Beginning with the first business day of the quarter following execution of this Agreement and continuing each quarter thereafter (March 1, June 1, September 1 and December 1), Grantee shall submit in writing status reports to KHRC until all Eligible Activities are completed, all Funds have been disbursed and expended, and all units have achieved initial occupancy. Grantee agrees that each status report shall detail the use of Funds to date, with a description of progress toward completion of the activities committee to in the Grant Agreement. For construction activities, the quarterly progress report shall identify work completed, estimate the percentage of construction completion and discuss any actual or proposed changes in the project scope. This report shall be submitted to KHRC whether or not progress has occurred during the quarter.

Within 60 days following completion of the Eligible Activities and expenditure of all Funds, Grantee shall submit a final accounting to KHRC on KHRC forms. Said accounting shall include details regarding the use of all Funds and the use of any income generated from the Eligible Activities. Additionally, during the compliance period following the completion of the Eligible Activities as detailed in paragraph 9, the Grantee shall submit reporting and documentation to KHRC to demonstrate

compliance with the requirements set forth in paragraph 9, as detailed further herein.

Should KHRC have any questions regarding a status report or should there be any deficiency in a status report, Grantee agrees to provide any additional information requested by KHRC, or to correct its report as needed, within seven (7) days of any request from KHRC.

To assist with the Grantee's reporting obligations under this paragraph, the Grantee acknowledges receipt from KHRC of the Reporting and Compliance documents at Exhibit E:

KHRC reserves the right to revise, change, or update these documents, or to provide additional documents for Grantee to use when completing its reporting obligations. The Grantee agrees to use the most current version of the form(s), or any new form, provided by KHRC.

9. **Compliance Provisions.** When the Eligible Activities include the development of rental housing, either directly or indirectly, Grantee shall ensure that tenants residing in the rental housing are initially qualified with gross incomes within the most current MIH income ranges, subject to change and as posted on the KHRC website. Grantee agrees to follow a consistent method and procedure to certify tenants and to verify, through supporting documentation, that incomes are within the most current MIH income ranges, subject to change and as posted on the KHRC website. Grantee shall submit to KHRC the applicable documents identified in paragraph 8 above and shall provide KHRC with any other documentation of the procedures followed upon KHRC's request. Grantee must ensure that each tenant residing in the development qualifies; provided however that, after Grantee determines that a tenant qualifies, Grantee does not need to recertify that tenant. Grantee must follow this process and qualify all tenants for the first five years following completion of the development. At the end of the fifth year, there shall be no further qualification procedures for tenants.

Additionally, when the Eligible Activities include the development of rental properties, Grantee shall execute a separate Land Use Restriction Agreement (LURA) at KHRC's direction concerning the subject real estate, which shall be recorded with the applicable register of deeds. The Land Use Restriction Agreement shall set forth covenants running with the land requiring that the property be rented to only MIH income eligible tenants for five years, as detailed in the preceding paragraph and further in said agreement. To the extent the Grantee does not own the subject real estate, the Grantee shall make the execution of a Land Use Restriction Agreement a condition of providing any of the Funds to the owner of the subject real estate for the Eligible Activities and shall provide documentation of the same to KHRC. Further, Grantee agrees, at KHRC's direction, to facilitate the execution of the Land Use Restriction Agreement by the owner of the subject real estate.

10. **Noncompliance by Grantee.** In the event of Grantee's noncompliance with the RFP, this Agreement, or any other reasonable requirements of KHRC, KHRC shall be permitted, in its sole discretion, to seek recapture of the Funds, withhold disbursement of additional Funds, and/or terminate this Agreement. In addition to those remedies, Grantee agrees that KHRC shall be entitled to exercise any and all administrative, contractual, or other remedies permitted by law to enforce Grantee's compliance with the terms herein, including seeking specific performance by the Grantee of its obligations under this Agreement. Grantee agrees that Grantee's noncompliance under this Agreement may result in Grantee's loss of eligibility for future funds administered by KHRC, in KHRC's sole discretion.
11. **Rescission/Unavailability of Funds.** Grantee understands that the RFP and Grantee's award is funded in whole or in part by State of Kansas funds. In the event the State funds supporting this Agreement become unavailable, are reduced, or rescinded, for any reason, KHRC may terminate or amend this Agreement without penalty and will not be obligated to pay the Grantee from any other sources, including KHRC, SHTF, or State of Kansas monies.
12. **Miscellaneous.**
- a. KHRC's examination of the Application and any submitted documentation regarding the Eligible Activities is done solely for its own purposes. The allocation of the Funds is made in KHRC's sole discretion, and in no way warrants or represents to the Grantee or any others that the Eligible Activities are, in fact, viable or feasible. Grantee agrees and acknowledges that KHRC makes no representations to Grantee regarding compliance with the MIH program, and Grantee agrees and warrants that Grantee has independently consulted with Grantee's own attorney and accountant and is relying solely on their legal, financial, tax and/or accounting advice for all issues related to this Agreement.
 - b. The descriptive headings of this Agreement are for convenience only and shall not be deemed to affect the meaning of any provision.
 - c. Grantee agrees to execute whatever additional documents or instruments may be necessary or reasonable to effect and carry forth the purpose of this Agreement.
 - d. This Agreement constitutes the entire agreement of the parties and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof. This Agreement may be modified only by the mutual written agreement of the parties.
 - e. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of

this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- f. KHRC shall not be deemed to have waived any right under this Agreement unless such waiver is given in writing and signed by KHRC. No delay or omission on the part of KHRC in exercising any right shall operate as a waiver of such right or any other right. A waiver by KHRC of a provision of this Agreement shall not constitute a waiver of KHRC's right to otherwise demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by KHRC, nor any course of dealing between KHRC and Grantee, shall constitute a waiver of any of KHRC's rights or of any of Grantee's obligations in the future. Whenever the consent of the Corporation is required under this Agreement, KHRC's grant of such consent shall not constitute continuing consent to subsequent instances where such consent is required.
- g. Nothing contained in the Agreement shall be construed as creating a partnership, joint venture, employment, or agency relationship between the parties as provided under Kansas law. Neither party shall have the power or right to bind or obligate the other party, nor shall it hold itself out as having such authority. Any provision in this Agreement that allows KHRC to direct Grantee in its performance under this Agreement is solely for the purposes of compliance with the MIH program and applicable law.
- h. This Agreement shall be governed and construed in accordance with and pursuant to the laws of the State of Kansas. Any dispute arising out of this Agreement shall be brought in a state or federal court of competent jurisdiction located in Shawnee County, State of Kansas.
- i. Grantee shall not transfer or assign all or any of its rights, obligations or benefits under this Agreement without the prior written approval of KHRC, which approval may be withheld in KHRC's sole and absolute discretion.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers on the date first indicated.

GRANTEE: City of Winfield, Kansas

By: _____
(name/title)

Date: _____

KANSAS HOUSING RESOURCES CORPORATION

By: _____
RYAN S. VINCENT, EXECUTIVE DIRECTOR

Date: _____

Project Description

The project consists of new construction of two (2) three-story walkup apartment buildings, each containing twenty-four (24) rental units.

Of these, twelve (12) units will be two-bedroom, two-bath units and twelve (12) will be one-bedroom one-bath units.

Forty (40) of the total forty-eight (48) units will be considered MIH-assisted and will be subject to the compliance and reporting requirements of the MIH program and restricted to occupancy by households that have initial gross household income between 60% and 150% of the HUD statewide income limits. The MIH units will be Floating within the project and may consist of any 40 of the 48 units at any point in time.

Exhibit B**Project Budget**

Itemized Cost	Development Cost
To Purchase Land and Buildings:	
Land	30,000.00
Subtotal	30,000.00
For Site Work:	
Site Work	670,000.00
Subtotal	670,000.00
For Rehabilitation & New Construction:	
New Building	6,105,328.10
General Requirements	113,900.00
Contractor Overhead	339,020.00
Contractor Profit	290,110.00
Building Permit Fee	11,390.00
Subtotal	6,859,748.10
For Architectural & Engineering Fees:	
Architect Fee - Design	495,130.00
Engineering Fees	6,700.00
Subtotal	501,830.00
For Financing Fees and Expenses:	
Permanent Loan Origination Fee	50,704.00
Cost of Issuance/Underwriter Discount	59,988.00
Counsel's Fee	67,606.00

Other (specify) - RESERVE	67,606.00
Subtotal	245,904.00
For Soft Costs:	
Rent-Up Consultants Other	50,704.00
Subtotal	50,704.00
Itemized Cost	Development Cost
For Developer's Fees:	
Developer's Fees	354,930.00
Subtotal	354,930.00
Total	8,713,116.10

Disbursement Schedule

Up to 90% (\$585,000) of the MIH grant funds may be requested to reimburse for actual construction costs and as construction invoices or draw requests are received following construction start.

The remaining 10% (\$65,000) will be retained by KHRC pending project completion and submission of MIH completion documents to be paid on receipt of a final request for reimbursement.

MIH Energy Standard**Alternate Requirements**

All MIH awarded new construction projects must either meet the 2018 IECC, or build to the below list of minimum prescriptive energy requirements. Rehabilitation or conversion of existing structures must meet these requirements to the greatest extent possible, including replacement of any components.

- 1.) Attic insulation – R49 except for vaulted ceilings
- 2.) Wall insulation – R15
- 3.) AC – 15 SEER
- 4.) 95% of all lighting must be high efficiency
- 5.) Gas furnace – 90% AFUE
- 6.) Heat Pump - 8.5 HSPF
- 7.) Windows - .33U factor or lower
- 8.) Caulking/sealing of all penetrations to the exterior or unconditioned space required (wire and plumbing penetrations, ceiling registers, vent pipes, etc.).
- 9.) All provided appliances, if available as such, must be Energy Star labeled.

Reporting and Compliance Documents

Grantee shall use the following documents for reporting and compliance. The documents are subject to periodic updating and revision by KHRC.

- a. MIH Rental Compliance and Closeout Process;
- b. MIH Rental Income Compliance Worksheet;
- c. MIH Income Compliance Worksheet Instructions;
- d. Request for Disbursement Form;
- e. MIH Quarterly Reports;
- f. Compliance Information Form;
- g. MIH Certification Form;
- h. Schedule A - Final Accounting of Funds;



Request for Commission Action

Date: July 5, 2023

Requestor: Patrick Steward, Dir. Of Public Improvements / City Engineer

Action Requested: Approving supplemental agreement for CCLIP Project.

Analysis:

The requested action is to approve a supplemental agreement with KDOT for the combined CCLIP project for 2023. You may recall that this project has already been awarded. This action essentially updates the original agreement to increase the scope.

Fiscal Impact:

Attachments: Resolution & Agreement

A RESOLUTION

AUTHORIZING and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute CCLIP (SP) Resurfacing Project Agreement No. 77-18 U-2417-01 between the City and the Secretary of the Kansas Department of Transportation, relating to State Aid for the improvement of City connecting links on the State highway system.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:

Section 1. The Mayor and Clerk are authorized and directed to execute for and on behalf of the City of Winfield, Kansas, CCLIP (SP) Resurfacing Project Agreement No. 77-18 U-2417-01 between the City and Kansas Department of Transportation giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain for the City the benefits of State Aid and obtain the benefits of such legislation for the City on the terms and conditions set in such agreement as may be prepared and approved by the Secretary of Transportation to construct a street resurfacing project for the improvement of Main Street (US-77) from Walnut River Bridge to 19th Avenue and 9th Avenue (US-160) from Wheat Road to Industrial Road, known as project No. 77-18 U-2417-01.

Section 2. This resolution shall be in full force and effect from and after its passage.

ADOPTED this 5th day of June 2023.

(SEAL)

Brenda K. Butters, Presiding Officer

ATTEST:

Tania Richardson, City Clerk

Approved as to form: _____
William E. Muret, City Attorney

Approved for Commission action: _____
Taggart Wall, City Manager/ps

PROJECT NO. 77-18 U-2417-01
CCLIP (SP) RESURFACING PROJECT
CITY OF WINFIELD, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Supplemental Agreement, effective the date signed by the Secretary or the Secretary's designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Winfield, Kansas** ("City"), **collectively**, the "Parties."

RECITALS:

- A. The Parties entered into an Agreement dated September 11, 2022, for a CCLIP (SP) Resurfacing Project (the "Original Agreement").
- B. The Parties mutually desire to supplement the Original Agreement to reflect a change in the project definition and an increase in the maximum funding allowed for the Project.

NOW, THEREFORE, the Parties agree as follows:

1. On page 1 of the Original Agreement, Recitals, paragraph C, be replaced in its entirety to read as follows:

- C. The City desires to construct a street resurfacing Project on Main Street (US-77) and 9th Avenue (US-160), City Connecting Links for the State Highway System, in the City.

2. On page 3 of the Original Agreement, Article I, paragraph 19, be replaced in its entirety to read as follows:

19. **"Project"** means mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for Main Street (US-77) from Walnut River Bridge to 19th Avenue and 9th Avenue (US-160) from Wheat Road to Industrial Road in Winfield, Kansas, and is the subject of this Agreement.

3. On page 4 of the Original Agreement, Article II, paragraph 1, be replaced in its entirety to read as follows:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.

Party	Responsibility	Total Projected Contribution (\$)
Secretary	90% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$700,000.00.	700,000.00
City	10% of Participating Costs of Construction and CE until the Secretary's funding limit is reached. 100% of Participating Costs of Construction and CE after the Secretary's funding limit is reached. 100% of Costs of Preliminary Engineering (PE), Right of Way, and Utility Adjustments. 100% of Non-Participating Costs.	

4. **Counterparts.** This Supplemental Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one in the same Agreement.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, which is incorporated into this Supplemental Agreement by reference, except as herein specifically provided.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF WINFIELD, KANSAS

CITY CLERK

(Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Interim Deputy Secretary and
State Transportation Engineer

Approved as to form: