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REVISIONS:
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FINAL

CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. October 13, 2009

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on September 22, 2009

AWARDS AND PROCLAMATIONS

-- Proclamations:

2009 Neighborhood University Day
Save for Retirement Week
Community Planning Month

-- Service Award:

Michael L Eledge

I. PUBLIC AGENDA

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

1. Rachel Galemore-Old Town Farmer's Market.

2. Craig Brewer-Unemployment and concerns regarding the Kansas Unemployment Call Center.

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Repair or Removal of Dangerous Structures - 2001 East 21st Street North. (District I)

   RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) the structure is kept secure; (2) the premise is routinely mowed and kept clean and free of debris; and (3) the service station premise is secured in manner to deter unauthorized access onto the gas station premise.

2. Budget Revision for Storm Water Pump Station Construction, Cadillac Lake. (District V)

   RECOMMENDED ACTION: Approve the budget adjustment, resolution, CIP sheet and authorize the necessary signatures.

III. NEW COUNCIL BUSINESS

1. Revocation of the Drinking Establishment License for DE FUTURE LLC also known as ChrystaNites Club, 6100 East 21st Street North, Suite 230. (District I)

(PULLED PER LAW DEPARTMENT, *10-9-09)*

2. Public Hearing Request for Resolution of Support for Application for Housing Tax Credits, Greenway Park Apartments. (District III)

   RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement, approve the issuance of a letter of intent to issue industrial revenue bonds in an amount not-to-exceed $6,000,000, and the application for a sales tax exemption certificate, and authorize the necessary signatures.

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

3. Repair or Removal of Dangerous and Unsafe Structures. (District I)

Property Address	Council District
a) 1035 North Indiana	I

RECOMMENDED ACTION: Close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair any structure would be contingent on the following: (1) All taxes have been paid to date as of October 13, 2009; (2) the structure has been secured as of October 13, 2009, and will continue to be kept secured; and (3) the premise is mowed and free of debris as of October 13, 2009, and will be so maintained during renovation.

4. Sale of 238 North Mead, former Sports Hall of Fame Building. (District VI)

(PULLED PER MANAGER, 10-12-2009)

5. Boathouse Lease.

RECOMMENDED ACTION: Find that the proposed Lease Agreement with America Foundation will best serve the public interest in furtherance of the redevelopment of the East Bank area and is consistent with the Urban Renewal Plan, and approve the Lease Agreement and authorize the appropriate signatures.

6. Downtown Revitalization Master Plan. (Districts I, IV, and VI)

RECOMMENDED ACTION: Approve the contract for professional services with Goody Clancy for the preparation of the Downtown Revitalization Master Plan; approve the memorandum of understanding with the Wichita Downtown Development Corporation regarding administration and funding of the Downtown Revitalization Master Plan; approve the Bonding Resolution; and authorize the necessary signatures.

7. 2010 Health Insurance Program.

RECOMMENDED ACTION: 1) Approve and authorize staff to negotiate the contracts with Coventry Health Care of Kansas, Inc. to serve as the Third Party Administrator for the medical portion of the City's Self-Insured Health Plan; 2) approve and authorize staff to negotiate the contracts with Express Scripts to serve as the Pharmacy Benefit Manager for the period of 2010 to 2012; 3) continue a 2-tier rate structure; and 4) approve the 2010 working rates for the Premium PPO Health Plan and the voluntary Select PPO Health Plan.

8. 2009-2010 SEIU Memorandum of Agreement.

RECOMMENDED ACTION: Approve the proposed 2009-2020 Memorandum of Agreement between the City and Service Employees International Union Local 513.

9. Aley Park Skate Area. (District IV)

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

10. Electric System Operating Agreement.

RECOMMENDED ACTION: Approve the Electric System Operation Agreement with Sedgwick County Electric Cooperative and authorize the necessary signatures.

11. Improvements to the K-96/Greenwich Interchange. (District II)

RECOMMENDED ACTION: Approve the design concept, approve the design agreement, and authorize the necessary signatures.

12. Approve Design-Build Construction Contractor Conco, Inc. to Build Van Maintenance and Storage Facility.

RECOMMENDED ACTION: Accept the recommendation of the selection committee to enter into contract negotiations with Conco, Inc and authorize the Mayor to sign the Contract for Design-Build Services at a Stipulated Sum for an amount not to exceed $3,890,277.

13. 2010 State Legislative Agenda.

RECOMMENDED ACTION: Approve the legislative agenda and in a separate action approve the associated resolution regarding high-speed rail service to Wichita.

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.

IV. NON-CONSENT PLANNING AGENDA

1. ZON2009-00027 Associated with CUP2009-00026 – Request City zone change from SF-5 Single-Family Residential to LC Limited Commercial, and creation of DP-321 Harry and Webb Commercial Community Unit Plan; generally located south of Harry Street and east of Webb Road. (District II)

   RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change and CUP subject to the condition of platting within one year and the recommended conditions; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council; OR 2) Return the application to the MAPC for reconsideration

V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 7)

1. *PUD2009-03 - Create PUD #31 the Nomar International Market Planned Unit Development; generally located west of Broadway, north and south of 21st Street North. (District VI)

   RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the PUD; withhold the publication of the ordinance until the plat is recorded; OR 2) Return the application to the MAPC for reconsideration.

2. *SUB 2005-15 -- Plat of MAA Addition located on the east side of Broadway, north of 47th Street South. (District III)

   RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions, and approve first reading of the Ordinance.

3. *SUB 2009-15 -- Plat of North Pointe Senior Living Addition located south of 29th Street North, on the east side of Woodlawn. (District I)

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

4. *SUB 2009-55 -- Plat of Nomar Public Market, First Addition located on the northwest and southwest corner of 21st Street North and Broadway. (District VI)

   RECOMMENDED ACTION: Approve the plat, authorize the necessary signatures and approve first reading of the Ordinance.

5. *VAC2009-00029 - Request to vacate a platted easement and a temporary easement dedicated by separate instrument; generally located west of Maize Road and north of Central Avenue. (District V)

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

6. *VAC2009-00030 - Request to vacate a portion of an easement dedicated by separate instrument; generally located north of Kellogg Street and east of 167th Street West. (District V)

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

7. *VAC2009-00031 - Request to vacate a platted setback; generally located west of Amidon Avenue and south of 27th Street North. (District VI)

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

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.

VI. NON-CONSENT HOUSING AGENDA

1. Public Hearing, Five-Year and Year 2010 Annual Agency Plans.

   RECOMMENDED ACTION: Conduct the public hearing; close the hearing; approve the Wichita Housing Authority Five-Year and Year 2010 Annual Agency Plans; and authorize the necessary signatures to certify the plans for submission to the U.S. Department of Housing and Urban Development.

VII. 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.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

1. *Cessna Aircraft Company, Hangar 10 - Supplemental Agreement No. 4.

   RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Vice-Mayor Jim Skelton, Council Member Jeff Longwell, and Council Member Janet Miller to attend the NLC Congress of Cities in San Antonio, TX, November 10-15, 2009.

   RECOMMENDED ACTION: Approve the travel expenditures.

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1THROUGH 34A)

1. Report of Board of Bids and Contracts dated October 12, 2009.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

New	2009	(Consumption off Premises)
Navid Haerl	Bakk Stores, LLC dba Phillips Woodlawn	3810 North Woodlawn
Navid Haerl	Bakk Stores, LLC dba Shell Woodlawn	3520 North Woodlawn

Renewal	2009	(Consumption off Premises)
Bao Tran	B&H Fast Trips	2796 South Seneca
Bao Tran	B&H Fast Trips	1203 East Pawnee

Renewal	2009	(Consumption on Premises)
Wayne L. Smith	Wichita Canteen Company Inc*	1845 Fairmount
Joes Castaneda Lumbreras	JVA LLC dba Calvin's Hamburger Haven*	1929 South Seneca

* General/Restaurant 50% or more gross revenue from sale of food.

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

3. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.
   a. Halloween in College Hill. (District II)
   b. Tallgrass Film Festival Street Party. (District VI)
   c. Mayor's Challenge 5K. (District VI)
   d. Wichita Marathon. (Districts I, III, IV and VI)
   e. Veterans Day Post Parade Activities. (Districts I and VI)
   f. 2009 Frosty 5K. (District VI)
   g. 18th Annual Wichita Frostbite Regatta. (District VI)

RECOMMENDED ACTION: Approve street closure.

5. Agreements/Contracts:
   a. Hold Harmless Agreement for Westar Energy, Inc. (District VI)
   b. Coordination Agreement Arena Event Transit Services. (District I)
   c. Transportation Agreement.

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

6. Design Services Agreements:
   a. Design Services for Water, Sanitary Sewer, Storm Water Drainage and Paving Improvements in Fontana 1st, 2nd and 4th Additions, east of 119th Street West, north of 29th Street North. (District V)
   b. Design Services for Pueblo, Mariposa and Sierra Street paving South of Kellogg, east of Ridge. (District V)- Supplemental.
   c. Design Services for Sanitary Sewer and Paving Improvements in Emerald Bay Estates and Emerald Bay Estates Second Addition, west of West Street, north of 21st Street. (District V)

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

7. Change Order:
   a. Relief Sanitary Sewer between Emporia, St. Francis, Douglas and 10th Street. (District VI)

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

8. Property Acquisitions:
   a. Partial Acquisition of 3540 South St. Francis for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
   b. Partial Acquisition of 3760 South Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
   c. Partial Acquisition of 1200 East MacArthur for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
   d. Partial Acquisition of 1302 East MacArthur for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
   e. Partial Acquisition of 3865 South Hydraulic for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
   f. Partial Acquisition of 11628 West 117th Street North for the Integrated Local Water Supply Plan. (County)

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

9. Minutes of Advisory Boards/Commissions.

   Board of Code Standards and Appeal, August 3, 2009
   Wichita Historic Preservation Board, August 10, 2009
   Wichita Board of Electrical Appeals, August 11, 2009
   Wichita Public Library, August 18, 2009
   Wichita Airport Advisory Board, August 3, 2009
   District VI Advisory Board, July 6, 2009
   District VI Advisory Board, July 15, 2009

   RECOMMENDED ACTION: Receive and file.

10. Repair or Removal of Dangerous and Unsafe Structures. (District I)

Property Address	Council District
a. 2511 East 9th North	I
b. 1956 North Spruce	I
c. 2110 East 13th North	I
d. 2023 East Chisholm	I
e. 1022 North Green	I

RECOMMENDED ACTION: Adopt the resolutions to schedule public hearings before the City Council on December 8th at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

11. Purchase Option, Homestead Health Center, Inc. (District IV)

RECOMMENDED ACTION: Adopt the Resolution authorizing the Special Warranty Deed and the Termination of Lease Agreement.

12. Purchase Option, Innes Station. (District VI)

RECOMMENDED ACTION: Adopt the Resolution authorizing the Special Warranty Deed and the Termination of Lease Agreement.

13. Lease Agreement for Event Parking – Private Parking Lot Owners. (District I)

RECOMMENDED ACTION: Approve the form of the lease agreement; authorize staff to finalize agreements with private parties; and authorize the necessary signatures.

14. Lease of portion of City-owned building at 1900 East 9th Street to Sedgwick County. (District I)

RECOMMENDED ACTION: Approve the lease agreement and authorize all necessary signatures.

15. Sale of a portion of Skyway Industrial Park. (District V)

RECOMMENDED ACTION: Approve the Real Estate Purchase Contracts and authorize all necessary signatures.

16. Homelessness Prevention and Rapid Re-Housing Contract Amendments.

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

17. Redemption of Industrial Revenue Bonds, Envision, Inc. (District VI)

RECOMMENDED ACTION: Approve the redemption request and authorize City staff to instruct the Trustee to fulfill the redemption provisions.

18. Aquifer Storage and Recovery Phase II - Partial Release of Rights-of-Way for Surface Water Intake and Treatment Plant.

RECOMMENDED ACTION: Approve the partial release of right-of-way for the ASR Phase II Surface Water Treatment Plant Site; approve the partial release of right-of-way for the ASR Phase II River Intake Site; approve the expense associated with the partial releases; authorize the filing for additional documents necessary to prepare the above-named sites for construction and use; and authorize the necessary signatures.

19. 47th Street South Improvement, between I-135 and Broadway. (District III)

RECOMMENDED ACTION: Approve the budget increase and place the amending ordinance on first reading.

20. Community Event with alcohol consumption – Resolution Tallgrass Film Festival Street Party. (District VI)

RECOMMENDED ACTION: Grant approval of the Resolution and authorize the necessary signatures.

21. ARRA Street Maintenance Projects. (Districts I and VI)

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

22. HOME Program, Housing Development Loan Program Funding. (Districts I and VI)

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

23. Purchase of Paratransit Vans.

RECOMMENDED ACTION: Approve the selection of Kansas Truck and Equipment Co., Inc. for the purchase of up to 23 paratransit vans with associated support equipment at the cost of $1,348,495 and authorize the purchasing manager to execute a purchase order.

24. Intelligent Transportation Systems-MIST Traffic Software.

RECOMMENDED ACTION: Approve the contract and authorize the payment in the amount of $393,687.

25. Aquifer Storage and Recovery Phase II - Surface Water Intake and Treatment Plant Design-Build Contract - Task Order No. 2.

RECOMMENDED ACTION: Approve the Agreement with ABC Partners for a guaranteed maximum price of $73,338,950; and authorize the necessary signatures.

26. Payment of Appraisers Fees and Court Costs in condemnation matter to acquire property for public right-of-way. (District III)

    RECOMMENDED ACTION: Authorize payment to the Clerk of the District Court for the I-135/47th Street South Interchange and 47th Street South from I-135 to Broadway Project the remaining balance of the appraisers' award in the amount of $290,000.00, together with the related appraiser fees of $22,500.00 as per the journal entry, for acquisition of this property.

27. Payment for settlement of lawsuit - Radley v. Kasparek.

    RECOMMENDED ACTION: Approve the settlement of the lawsuit and payment of $13,500.00.

28. Removal of Nuisance Abatement Assessments. (Districts I, V, and VI)

    RECOMMENDED ACTION: Approve removal of the special assessments on the four incorrectly identified properties.

29. OCI Interactive Voice Response System Replacement Project.

    RECOMMENDED ACTION: Authorize staff to negotiate a contract with Selectron Technologies, Inc. for software, software licensing, professional services, year-one prorated maintenance and on-going annual maintenance costs for a new Office of Central Inspection Interactive Voice Response System, and authorize the necessary contract signatures.

30. Easements and Covenants Associated with the Replat of Skyway Industrial Park. (District V)

    RECOMMENDED ACTION: Approve the Easement; approve the Restrictive Covenants; and authorize all necessary signatures.

31. Interagency Agreement between the Department of Social and Rehabilitation Services and Wichita Transit.

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

32. Architectural Services Contract for Greenway Manor. (District VI)

    RECOMMENDED ACTION: Approve the architectural contract with Spangenberg Phillips Architecture for the modernization of Greenway Manor in an amount not to exceed $26,000 and authorize the necessary signatures.

33. Salvation Army Emergency Shelter Grant Contract Extension.

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

34. Second Reading Ordinances: (First Read September 22, 2009)
    a. List of Second Reading Ordinances. (See Attached)

    RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Agenda Item No. II-1

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous Structures - 2001 East 21st Street North (District I)

INITIATED BY: Office of Central Inspection

AGENDA: Unfinished Business

Recommendations: Take appropriate action based on testimony received during the review hearing.

Background: On December 2, 2008, the City Council conducted its initial public hearing to consider condemnation of the dangerous building on property at 2001 E. 21st St. North (the gasoline service station). The property was represented by Mr. Joseph Weber, attorney for Ciena Capital. Mr. Weber stated his client was attempting to obtain title to the property in order to sell it and/or to have the underground gasoline storage tanks and vacant service station buildings removed. Mr. Weber said his client was pursuing mortgage foreclosure, and had obtained bid estimates to remove the buildings and underground gasoline storage tanks. Mr. Weber requested a sixty to ninety day extension to finalize foreclosure and/or possible sale of the property. The City Council deferred action for ninety days.

At the March 3, 2009 Council meeting, the property was represented by Mr. Weber. Mr. Weber reported that Ciena Capital was still pursuing foreclosure, but had not yet taken title to the property. Mr. Weber informed the Council that Ciena Capital had obtained a Phase I environmental study of the site, and was working with an interested buyer of the property. Per Mr. Weber, Ciena Capital had agreed to keep the property clean and mowed, and to keep the building secure. As of March 3, 2009, the property was mowed, clean and secure. Per Mr. Weber's request, Council passed a motion to defer action for an additional sixty days.

On May 5, 2009, Mr. Weber appeared before City Council, representing Ciena Capital. As of May 5, 2009, Ciena Capital had not yet obtained title to the property, and was waiting to see if they could sell the property before finalizing foreclosure action. Mr. Weber reported there was still an interested buyer, although the potential buyer had encountered significant neighborhood opposition to its redevelopment plan for the site. Mr. Weber reported that KDHE has been actively monitoring the area around this site, and that at least one (1) KDHE official had indicated to him that the potential for significant ground contamination at this site was minimal. Mr. Weber reported he was trying to obtain additional information from KDHE to help alleviate fears of potential buyers about ground contamination at the site. Mr. Weber requested that the City Council defer action for at least another sixty days. After significant discussion among the Council and staff, Director of Law, Gary Rebenstorf, suggested that Council allow staff thirty days to contact KDHE, review property status and meet with Mr. Weber so staff could provide a more detailed report and recommendation. Council Member Williams moved to defer this case for thirty days to allow staff to further review this case and to meet with Mr. Weber. Council Member Williams asked to be involved in the staff meeting/s with Mr. Weber and/or KDHE. The motion carried.

On May 18, 2009, Council Member Williams, City Manager Layton and staff from the Law Department, Office of Central Inspection and Environmental Services Department met with Mr. Weber, attorney for Ciena Capital. The current status of the Ciena Capital foreclosure case, the Phase I environmental report, KDHE monitoring reports for the site, potential site tank removal/sealing programs/options, Ciena Capital's bid estimates for removal of the service station and underground tanks, marketing and sale of the property, and other related issues were discussed. Mr. Weber indicated that Ciena Capital would be finalizing a contract with a commercial property realtor sometime in June. Mr. Weber agreed to inform his client of the need to perform more frequent mowing and premise cleanup of the property, and of the need to secure the site in order to prevent unauthorized access (for illegal dumping, vehicle abandonment,

etc.). City Manager Layton informed Mr. Weber that it would be critical for the commercial realtor hired by Ciena Capital to attend the June 9, 2009 Council review hearing.

On June 9, 2009, Mr. Weber appeared before City Council, representing Ciena Capital. Mr. Weber stated that Mr. Brad Tiedemann, a commercial broker with Weigand Real Estate, had looked at the property and thought he could market it, although Weigand was looking for some protection from liability due to the results of the Phase I environmental study. In addition to regular marketing of the property, Mr. Tiedemann indicated that a property auction could be a possibility. Council Member Williams made a motion to defer action for another 30 days, which passed unanimously.

On July 21, 2009, after reviewing a report from staff and hearing testimony from Mr. Joseph Weber, representing Ciena Capital, Council Member Williams made a motion to defer action for another 30 days, and the motion passed unanimously.

On September 1, 2009, after reviewing a report from staff and hearing testimony from Mr. Joseph Weber, representing Ciena Capital, Council Member Williams made a motion to defer action for 30 days, and the motion passed unanimously.

Analysis: Staff inspected the property on September 24, 2009; no repairs had been made, but the property was secure. The premises are being maintained.

The 2006, 2007 and 2008 taxes are delinquent in the amount of $48,203.91, including specials and interest. There is a 2008 special assessment for weed mowing in the amount of $1,144.75, including interest, and a 2009 special assessment for lot cleanup in the amount of $2,064.61, including interest.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection 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 OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI'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 $500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The owner and owner's representative have been informed of the date and time of the review hearing.

Recommendations/Actions: It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) the structure is kept secure; (2) the premise is routinely mowed and kept clean and free of debris; and (3) the service station premise is secured in manner to deter unauthorized access onto the gas station premise.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and instruct the City Clerk to have the resolution published once in the official city paper and advise the owners of these findings.

Attachments: None

Agenda Item No. II-2

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Budget Revision for Storm Water Pump Station Construction (Cadillac Lake) (District V)

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business

- -

Recommendation: Approve the budget adjustment and resolution

Background: The City Council approved a development agreement on March 20, 2007 between the City of Wichita, New Market V, LLC and Eastside Development, LLC to allow development in Cadillac Lake drainage basin and still protect properties downstream from increased flooding. On November 6, 2007, the City Council approved a resolution ordering a public hearing on November 20, 2007 to allow the project to proceed. At this time, the City Council approved the petition for drainage improvements in Pearson Commercial Addition and New Market V Addition with an estimated project cost of $2.9 million. On April 15, 2008, the City approved an agreement with Poe & Associates, Inc. to design the improvements.

On October 7, 2008, the City Council increased the project budget to $3,460,000. The budget increase was necessary due to increased construction cost.

Analysis: Staff has reviewed the budget for this project, it is not sufficient to allow completion of the two permanent storm water pump stations. The cost increase is attributed to design modifications between the original concept and the final design. Construction costs have also increased since the original estimate was made.

Financial Considerations: The current approved budget is $3,460,000, with $1,410,000 paid by the improvement district and $2,050,000 paid by the City of Wichita through General Obligation bonds. The proposed revised budget will increase by $800,000, for a total of $4,260,000, with $1,410,000 paid by the improvement district and $2,850,000 paid by the City of Wichita. The additional funding would be available from the Cadillac Lake Drainage project in the proposed 2009-2018 Capital Improvement Program for storm water.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing the construction of drainage improvement in a developing area. It also addresses the Economic Vitality and Affordable Living goal by providing the public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the budget adjustment, resolution, CIP sheet and authorize the necessary signatures.

Attachment: Resolution and CIP sheet.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Storm Water Management	9/24/2009	Storm Water Drain for Pearson Commercial and New Market V

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2009	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As required	As required	Budget increased by $800,000

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage, design & const.	$2,850,000	$1,410,000		$4,260,000
Sanitary Sewer				
Sidewalk				
Water				
Railroad				
Totals	$2,850,000	$1,410,000		$4,260,000
Total CIP Amount Budgeted				$0
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC	X	

Remarks:

Increase funded from the Cadillac Lake Drainage project listed in proposed 2009-2017 CIP.

SWD 332 - 468-84396

13. Recommendation: Approve the project and Adopt the resolution.

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

751463

First Published in the Wichita Eagle on October 16 2009

RESOLUTION NO. 09-314

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 332 (ALONG MAIZE, SOUTH OF 29TH ST. NORTH) 468-84396 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 332 (ALONG MAIZE, SOUTH OF 29TH ST. NORTH) 468-84396 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 08-475 on adopted on October 7, 2008 is hereby rescinded as well as the previously rescinded Resolution No. 07-655 adopted on November 20, 2007.

SECTION 2. That it is necessary and in the public interest to improve Storm Water Drain No. 332 (along Maize, south of 29th St. North) 468-84396.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Four Million Two Hundred Sixty Thousand Dollars ($4,260,000) exclusive of the cost of interest on borrowed money, with $1,140,000 payable by the improvement district and $2,850,000 payable by the City at Large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2007, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PEARSON TRACT

THE WEST 839 FEET OF THE FOLLOWING DESCRIBED TRACT:
THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, EXCEPT THAT PART TAKEN FOR ROAD PURPOSES DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 100.02 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 100 FEET TO A POINT 70 FEET EAST OF THE WEST LINE OF SAID SOUTH HALF; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 1,221.01 FEET TO THE SOUTH LINE OF SAID SOUTH HALF; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 70.02 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH HALF. THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH HALF TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,102,730 SQUARE FEET OR 25.32 ACRES MORE OR LESS.

NEW MARKET TRACT

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER, SECTION 6, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS; DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS; THENCE BEARING N89º46'15"W, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 40.00 FEET; THENCE BEARING S01º24'27"W, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; THENCE BEARING N89º46'15"W, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 175.00 FEET; THENCE BEARING N81º14'24"W, A DISTANCE OF 101.12 FEET; THENCE BEARING N89º45'15"W, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 14.68 FEET; THENCE BEARING S01º24'27"W, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 599.99 FEET; THENCE N89º46'15"W, A DISTANCE OF 358.94 FEET; THENCE BEARING S01º24'27"W, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 656.12 FEET TO THE NORTH LINE OF LOT 21, BLOCK 9, EVERGREEN ADDITION; THENCE BEARING S89º47'16"E, ALONG THE SAID NORTH LINE OF LOT 21, BLOCK 9, EVERGREEN ADDITION, A DISTANCE OF 613.92 FEET TO A POINT 75.02 FEET WEST OF THE EAST LINE OF THE SAID NORTHEAST QUARTER; THENCE BEARING N03º19'23"E, A DISTANCE OF 1047.19 FEET; THENCE N01º24'27"E, A DISTANCE OF 195.04 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 577,896 SQUARE FEET OR 13.27 ACRES MORE OR LESS.

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

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: The PEARSON TRACT, shall pay 50/100 of the improvement district cost, The NEW MARKET TRACT, shall pay 50/100 of the improvement district cost.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of October, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED:

_____
GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. III-2

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Greenway Park Apartments (District III)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement, approve the issuance of a letter of intent to issue industrial revenue bonds in an amount not-to-exceed $6,000,000, and the application for a sales tax exemption certificate, and authorize the necessary signatures.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Program.

The City has received a request from Intercontinental Affordable Housing, for a City Council resolution of support for its application for 4% Housing Tax Credits in connection with the acquisition and renovation of the Greenway Park Apartments. The developers are also requesting a letter of intent to issue industrial revenue bonds (IRBs) in an amount not to exceed $6,000,000.

Under the City's adopted Housing Tax Credit policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application and IRB letter of intent.

Analysis: The Greenway Park Apartments complex is located at 404 W. Pawnee. According to the documentation submitted in connection with the request, the apartment complex offers a total of 91 one-bedroom/one bathroom apartment units, which are 567 square feet in size. One of the units is utilized as a management office. The project scope involves a general renovation, including repairs to stucco and vinyl siding, new carpet in the apartment units and common areas, replacement of refrigerators/appliances as needed, installation of new kitchen cabinets, interior/exterior repainting, conversion of hot water tanks

to electric tank-less water heating systems, new HVAC systems, installation of a security camera system, replacement of light fixtures as needed, minor landscape repairs/updating and parking lot repairs.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. The developer is requesting waiver of this requirement, because the project is currently subject to a U.S. Department of Housing and Urban Development Project-Based Rental Assistance Contract. The City's Housing Tax Credit Policy includes a provision for a waiver of the market-rate unit requirement when the property is subject to this type of contract. Under these agreements, tenant-occupants typically pay an amount equivalent to 30% of their monthly income toward the contract rent, and the balance is paid through the rental assistance contract. Contract rent for the units is currently $441 per month. Further, the apartment complex will exclusively serve senior citizens and individuals with disabilities. Both are considered to be special needs populations under the City's policy, providing additional basis for the waiver.

The Planning Department has reviewed the proposed project and has confirmed that the current land use is consistent with the zoning designation for the site. Planning staff also considers the project to be consistent with the Wichita-Sedgwick County Comprehensive Plan Functional Land Use Map, the South Central Neighborhood Plan, and with the existing development pattern in the immediate area.

The City's Office of Central Inspection (OCI) has reviewed the proposed project. OCI has advised that any proposed parking lot upgrades that include parking areas that serve public spaces, such as a community room or community laundry facilities, may make it necessary for those sparking spaces/areas and paths of travel to be upgraded to Americans with Disabilities Act Accessibility Guidelines (ADAAG) standards.

The DCC voted to recommend adoption of the resolution of support, and DAB III voted (8-0) to recommend adoption of the resolution of support.

Housing and Community Services believes that the proposed project will improve the existing site and buildings involved, and will provide safe, clean affordable rental housing. Staff recommends adoption of the resolution of support by the City Council.

The resolution of support will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Under federal law, a developer must use tax-exempt bonds to finance multi-family housing projects in order to qualify for 4% housing tax credits. The City's economic development incentive policy allows the issuance of IRBs for this purpose, provided that the property shall not receive property tax abatements, and provided that the cost of rehabilitation will be a minimum of 20% of the acquisition cost of the property. Property purchased with bond proceeds, such as construction materials and furnishings, is eligible for sales tax exemption, with the authorization of the City Council. The developer has agreed to comply with the City's letter of intent conditions for the issuance of the IRBs.

Office of Urban Development staff conducted an informal background check on the developer without significant findings.

Financial Consideration: The total project cost is estimated to be $10,967,480, including approximately $1,526,835 in rehabilitation/construction expenses. The developer intends to finance the project utilizing

funding from the sale of 4% housing tax credits, debt financing, seller financing, and deferred developer fees. The 4% housing tax credits do not involve a competitive application process, but require the issuance of tax-exempt qualified residential housing bonds for the debt-financed portion of the project, which is estimated to be $6,000,000. The developer agrees to pay all of the City's costs associated with the issuance of the IRBs and to pay the City's $2,500 annual administrative service fee.

Goal Impact: The proposed project contributes to the City Council goal of Economic Vitality and Affordable Living.

Legal Consideration: The developer has complied with the Housing Tax Credit policy requirements as specified in City Council Resolution No. R 07-584. A resolution document has been approved as to form by the City Law Department.

Recommendation/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement, approve the issuance of a letter of intent to issue industrial revenue bonds in the amount not-to-exceed $6,000,000, and the application for a sales tax exemption certificate, and authorize the necessary signatures.

Attachment: Resolution document.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by Intercontinental Affordable Housing, that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lot 1, Greenway 2nd Addition to Wichita, Sedgwick County, Kansas

WHEREAS, this housing development will offer a total of 91 apartment units; and

WHEREAS, this resolution shall apply to 90 units of housing, to be assisted with subsidies provided under the Housing Tax Credit Program, for the purpose of acquiring and renovating said apartment complex, with the renovation project to include repairs to stucco and vinyl siding, new carpet in the apartment units and common areas, replacement of refrigerators/appliances as needed, installation of new kitchen cabinets, interior/exterior repainting, new HVAC systems, installation of a security camera system, replacement of light fixtures as needed, minor landscape repairs/updating and parking lot repairs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until October 13, 2010. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Office of Central Inspection, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit.

All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this _13th_ day of __October__, 2009.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure (District I)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On August 18, 2009, a report was submitted with respect to the dangerous and unsafe conditions on the property below. The Council adopted a resolution providing for a public hearing to be held on the condemnation action at 9:30 a.m. or as soon thereafter, on October 13, 2009.

Analysis: On April 6, 2009, the Board of Code Standards and Appeals (BCSA) held a hearing on the residential property listed below

Property Address	Council District
a. 1035 N. Indiana	I

Detailed information/analysis concerning this property are included in the attachments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection 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 OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI'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 $500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on August 21, 2009 and August 28, 2009. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair any structure would be contingent on the following: (1) All taxes have been paid to date as of October 13, 2009; (2) the structure has been secured as of October 13, 2009, and will continue to be kept secured; and (3) the premise is mowed and free of debris as of October 13, 2009, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Case Summary, Summary and Follow-Up History.

October 13, 2009
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmnt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
1035 N. Indiana	I	9 yrs. 4 mos.	No	12/23/08	02/02/09 04/06/09	Yes Yes	60 Days Deferred until 07/31/09 to allow sale of property to Mennonite Housing. If property is sold, set for BCSA review on 08/03/09. If property is not sold then 10/10.	Secure	Overgrown with some bulky waste and miscellaneous debris.	Current	There is a 2009 special assessment for weed cutting and lot cleanup in the amount of $2327.72, which includes interest.

GROUP #

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2511 E. 9TH N** and legally described as: **BEGINNING 150 FEET WEST OF THE SOUTHWEST CORNER OF THE INTERSECTION OF GREEN STREET AND NINTH STREET, THENCE SOUTH 140 FEET; THENCE WEST 50 FEET; THENCE NORTH 140 FEET; THENCE EAST 50 FEET TO BEGINNING, BEING A PART OF LOT 7, FRISCO AVENUE, NOW NINTH STREET, IN MOSSMAN'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **December 8, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 33 x 48 feet in size. Vacant and open, this structure has cracking and shifting concrete block basement walls; missing vinyl siding; badly worn composition roof, with missing shingles; deteriorating front, rear and two side porches; and the wood trim and framing members are rotted.

(b) Street Address: 2511 E. 9TH N

(c) Owners:
Tyson R. Tompkins
PO Box 1095
Wichita, KS 67201

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

Rose Hill State Bank
107 N. Rose Hill Rd.
Augusta, KS 67133

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: September 14, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2511 E. 9TH N

LEGAL DESCRIPTION: BEGINNING 150 FEET WEST OF THE SOUTHWEST CORNER OF THE INTERSECTION OF GREEN STREET AND NINTH STREET, THENCE SOUTH 140 FEET; THENCE WEST 50 FEET; THENCE NORTH 140 FEET; THENCE EAST 50 FEET TO BEGINNING, BEING A PART OF LOT 7, FRISCO AVENUE, NOW NINTH STREET, IN MOSSMAN'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 33 x 48 feet in size. Vacant and open, this structure has cracking and shifting concrete block basement walls; missing vinyl siding; badly worn composition roof, with missing shingles; deteriorating front, rear and two side porches; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **BEGINNING 150 FEET WEST OF THE SOUTHWEST CORNER OF THE INTERSECTION OF GREEN STREET AND NINTH STREET, THENCE SOUTH 140 FEET; THENCE WEST 50 FEET; THENCE NORTH 140 FEET; THENCE EAST 50 FEET TO BEGINNING, BEING A PART OF LOT 7, FRISCO AVENUE, NOW NINTH STREET, IN MOSSMAN'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS** KNOWN AS **2511 E. 9TH N** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of October 2009**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of December 2009**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at BEGINNING 150 FEET WEST OF THE SOUTHWEST CORNER OF THE INTERSECTION OF GREEN STREET AND NINTH STREET, THENCE SOUTH 140 FEET; THENCE WEST 50 FEET; THENCE NORTH 140 FEET; THENCE EAST 50 FEET TO BEGINNING, BEING A PART OF LOT 7, FRISCO AVENUE, NOW NINTH STREET, IN MOSSMAN'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS, known as: 2511 E. 9TH N, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 33 x 48 feet in size. Vacant and open, this structure has cracking and shifting concrete block basement walls; missing vinyl siding; badly worn composition roof, with missing shingles; deteriorating front, rear and two side porches; and the wood trim and framing members are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of October 2009**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP #

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1956 N. SPRUCE** and legally described as: **LOTS 1 AND 3, SPRUCE AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **December 8, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

CITY OF WICHITA

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 38 x 38 feet in size. Vacant for at least 3 years, this structure has cracking and shifting concrete basement walls; loose and buckled metal siding; deteriorating front and rear porches; and the 20 x 24 and 8 x 8 foot accessory structures are dilapidated.

(b) Street Address: 1956 N. Spruce

(c) Owners:
Willie R. Williams & Ella B. Williams
612 N. Poplar
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

State of Kansas Dept. of Revenue
Attorney General of the State of Kansas
301 SW 10th Ave
Topeka, KS 66612

United States of America Dept. of Revenue
1200 Epic Center
301 N. Main
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: September 14, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1956 N. Spurce

LEGAL DESCRIPTION: LOTS 1 AND 3, SPRUCE AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 38 x 38 feet in size. Vacant for at least 3 years, this structure has cracking and shifting concrete basement walls; loose and buckled metal siding; deteriorating front and rear porches; and the 20 x 24 and 8 x 8 foot accessory structures are dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 1 AND 3, SPRUCE AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** KNOWN AS **1956 N. SPRUCE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of October 2009**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of December 2009**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 1 AND 3, SPRUCE AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, known as: 1956 N. Spruce, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 38 x 38 feet in size. Vacant for at least 3 years, this structure has cracking and shifting concrete basement walls; loose and buckled metal siding; deteriorating front and rear porches; and the 20 x 24 and 8 x 8 foot accessory structures are dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of October 2009**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP #

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2110 E. 13TH N** and legally described as: **THE EAST 50 FEET OF LOTS 182, 184, 186 AND 188, STRONG AVENUE, NOW ASH, LOGAN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **December 8, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

CITY OF WICHITA

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame dwelling about 24 x 38 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; cracked and missing asbestos siding; deteriorating front porch; and the wood trim and framing members are weathered due to lack of paint.

(b) Street Address: 2110 E. 13th N

(c) Owners:
Henry E. White & Bitha Mae White
4258 Country Lane
Bel Aire, KS 67220

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: September 14, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2110 E. 13th N

LEGAL DESCRIPTION: THE EAST 50 FEET OF LOTS 182, 184, 186 AND 188, STRONG AVENUE, NOW ASH, LOGAN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 24 x 38 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; cracked and missing asbestos siding; deteriorating front porch; and the wood trim and framing members are weathered due to lack of paint.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE EAST 50 FEET OF LOTS 182, 184, 186 AND 188, STRONG AVENUE, NOW ASH, LOGAN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **2110 E. 13TH N** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of October 2009**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of December 2009**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE EAST 50 FEET OF LOTS 182, 184, 186 AND 188, STRONG AVENUE, NOW ASH, LOGAN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2110 E. 13th N, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 24 x 38 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; cracked and missing asbestos siding; deteriorating front porch; and the wood trim and framing members are weathered due to lack of paint.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of October 2009**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP #

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2023 E. CHISHOLM** and legally described as: **THE WEST 86.4 FEET OF EAST 216.4 FEET OF THE NORTH 50 FEET OF LOT 5, TARLTON'S SECOND ADDITION OF THE OUTLOTS TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **December 8, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

CITY OF WICHITA

TO: The Mayor and City Council

Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 42 x 27 feet in size. Vacant for at least 1 year, this structure has a cracking concrete block foundation; missing vinyl siding; badly worn composition roof, with holes and missing shingles; dilapidated front and rear porches; and the wood trim and framing members are rotted and missing.

(b) Street Address: 2023 E. Chisholm

(c) Owners:
Everlasting God in Christ Church Inc
c/o Rev. Gerald Hood & Mary Hood
2015 Chisholm Rd
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: September 14, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2023 E. Chisholm

LEGAL DESCRIPTION: THE WEST 86.4 FEET OF EAST 216.4 FEET OF THE NORTH 50 FEET OF LOT 5, TARLTON'S SECOND ADDITION OF THE OUTLOTS TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 42 x 27 feet in size. Vacant for at least 1 year, this structure has a cracking concrete block foundation; missing vinyl siding; badly worn composition roof, with holes and missing shingles; dilapidated front and rear porches; and the wood trim and framing members are rotted and missing.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE WEST 86.4 FEET OF EAST 216.4 FEET OF THE NORTH 50 FEET OF LOT 5, TARLTON'S SECOND ADDITION OF THE OUTLOTS TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **2023 E. CHISHOLM** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of October 2009**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of December 2009**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE WEST 86.4 FEET OF EAST 216.4 FEET OF THE NORTH 50 FEET OF LOT 5, TARLTON'S SECOND ADDITION OF THE OUTLOTS TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2023 E. Chisholm, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 42 x 27 feet in size. Vacant for at least 1 year, this structure has a cracking concrete block foundation; missing vinyl siding; badly worn composition roof, with holes and missing shingles; dilapidated front and rear porches; and the wood trim and framing members are rotted and missing.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of October 2009**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP #

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1022 N. GREEN** and legally described as: **LOTS 17 AND 19, EXCEPT THE NORTH 2.0 FEET OF THE EAST 20.0 FEET, BLOCK 3, ESTERBROOK PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **December 8, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 28 x 38 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation, with some areas missing; rotted and missing woodlap siding; deteriorated front porch; and the wood trim and framing members are rotted.

(b) Street Address: 1022 N. Green

(c) Owners:
Addie M. Franklin
c/o Conrad Naylor
702 S. Broadview
Wichita, KS 67218

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

City of Wichita
Neighborhood Improvement Services
332 Riverview
Wichita, KS 67203

City of Wichita
Office of Central Inspection
455 N. Main 7th Floor
Wichita, KS 67203

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: September 14, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1022 N. Green

LEGAL DESCRIPTION: LOTS 17 AND 19, EXCEPT THE NORTH 2.0 FEET OF THE EAST 20.0 FEET, BLOCK 3, ESTERBROOK PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 28 x 38 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation, with some areas missing; rotted and missing woodlap siding; deteriorated front porch; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 17 AND 19, EXCEPT THE NORTH 2.0 FEET OF THE EAST 20.0 FEET, BLOCK 3, ESTERBROOK PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** KNOWN AS **1022 N. GREEN** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of October 2009**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of December 2009**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 17 AND 19, EXCEPT THE NORTH 2.0 FEET OF THE EAST 20.0 FEET, BLOCK 3, ESTERBROOK PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, known as: 1022 N. Green, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 28 x 38 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation, with some areas missing; rotted and missing woodlap siding; deteriorated front porch; and the wood trim and framing members are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of October 2009**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Agenda Item No. III-5

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Boathouse Lease

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the Lease Agreement with America^3 Foundation

Background: On January 13, 2009, the City Council received a status report on the Boathouse facility in the WaterWalk development. The City Council authorized staff to solicit Requests for Proposals for the reuse of the facility. Three proposals were received and all anticipated modifications to the existing facility. The proposals were evaluated by a Staff Screening and Selection Committee and two Council representatives.

On June 9, 2009, the City Council voted to support the proposal of William I. Koch for reuse of the Boathouse for the Kansas Sports Hall of Fame (KSHOF) and authorized Staff to enter into negotiations with Mr. Koch's representatives for a lease agreement. That proposed lease has now been finalized with America^3 Foundation as the designated Koch entity.

On September 11 and 18, 2009, the City published the Urban Renewal notice of the intent to accept the proposal of America^3 Foundation and invited additional redevelopment proposals or comments, due by October 2, 2009. No additional proposals or comments have been received.

Analysis: The proposed lease is with America^3 Foundation (lessee), a not-for-profit entity headed by William I. Koch. The lease is consistent with Mr. Koch's proposal for a 99-year lease for use of the Boathouse as a permanent home for the Kansas Sports Hall of Fame at $1.00 per year. America^3 Foundation will sublease the Boathouse facility to the KSHOF. The KSHOF will conduct the daily activities at the facility, and will be responsible for the obligations of the lease. America^3 Foundation will remain responsible for performance of the lease obligations if default by the KSHOF is not cured. Any change of use of the facility in the future requires the consent of the City.

The lessee is responsible for the refurbishing and maintenance of the Boathouse at its own expense throughout the lease term, subject to the reasonable review by the City. The refurbishing and uses must be consistent and in conformity with the Urban Renewal Plan, zoning, River Corridor, WaterWalk, and Downtown plans, and City codes and ordinances.

The lessee will have exclusive use of parking spaces on the site and non-exclusive use of public parking in WaterWalk, subject to payment of assessments. The lessee will grant an easement back to the City for a portion of the site for public access to the River and WaterWalk; the City will be responsible for the maintenance of this easement.

The lessee may utilize the second floor of the Boathouse for rental as a meeting, banquet and reception hall. It may operate food and gift concessions as part of the KSHOF. River sports and recreation activities may be conducted in connection with the proximity of the River. The lessee will maintain the "Jayhawk" on the site.

Financial Considerations: In his proposal, Mr. Koch committed $500,000 for refurbishment of the Boathouse on behalf of the KSHOF. The City of Wichita will contribute the insurance proceeds resulting from roof damage in the amount of $68,000 to this project along with the cost of restoration of utilities (up to $61,200). In addition, the City will return $225,000 donated to the City for refurbishment of the "Jayhawk" (which sum includes interest). Based upon information provided to the City, the Sports Hall of Fame has demonstrated its financial ability to sustain operations at this location. Based upon information provided to the City, the America^3 Foundation has the financial ability to assume its obligations under the lease.

Legal Considerations: The Law Department reviewed the Urban Renewal notice and assisted with negotiating and drafting the lease. The documents have been approved as to form.

Goal Impact: Reuse of the Boathouse will address the goals for improving Economic Vitality and Quality of Life.

Recommendation/Action: It is recommended that the City Council 1) find that the proposed Lease Agreement with America^3 Foundation will best serve the public interest in furtherance of the redevelopment of the East Bank area and is consistent with the Urban Renewal Plan, and 2) approve the Lease Agreement and authorize the appropriate signatures.

Attachment:
Lease Agreement
Map of Site

091009

LEASE AGREEMENT

BOATHOUSE PROPERTY

THIS LEASE AGREEMENT made and entered into at Wichita, Kansas, as of this date _____, 2009.

BY AND BETWEEN City of Wichita, Kansas, a municipal corporation,

"City"

AND America^3 Foundation

"Lessee"

WITNESSETH:

1. **PREMISES.** The City, in consideration of the rents to be paid and the covenants to be observed as herein set forth, and each and every one of them, does hereby lease and rent to Lessee, for the term and under the conditions herein set forth, the Premises described as follows, to wit:

> Lot 1, Block 1, WaterWalk Phase II Addition, to the City of Wichita, Sedgwick County, Kansas, commonly known as 515 S. Wichita St., Wichita, Kansas

together with an approximately 13,930 square foot building (plus approximately 6954 square feet of porches) commonly known as the Wichita Boathouse ("Boathouse" or "Building"). Subject, however to existing easements and restrictions of record, if any, and subject to the easement as provided in Paragraph 8.B.4 to be hereafter incorporated into this Lease by mutual agreement of the parties

and to be attached as Attachment "A" hereto.

2. **TERM.** The Term of the Lease shall be ninety-nine (99) years, beginning on the date of this Lease.

3. **RENT**. The rent for the Premises shall be the sum of One Dollar ($1.00) per year.

4. **UTILITIES.** The Lessee shall be solely responsible for and promptly pay all charges for heat, water, sewer, gas, electricity, telecommunications services, and other utilities used or consumed at the Premises, from the date of this Lease. Such utilities shall be in the name of the Lessee.

5. **TAXES.** Lessee shall be responsible for all taxes and any special assessments which at any time during the term of this Lease may be assessed, levied, or imposed upon or become a lien on the Premises, or any part thereof or any appurtenance thereto, prorated from the date of this Lease, and subject to the right of the Lessee to contest in good faith the amount or validity of any such taxes or assessments.

6. **USE OF PROPERTY.**

A. **Purposes**. It is expressly agreed by the parties that Lessee may use the Premises for the following purposes and no other:

1. Restoration, renovation, and operation of the Boathouse facility for the permanent home of the Kansas Sports Hall of Fame (KSHOF). The Lessee must demonstrate to the City its contractual relationship to the Kansas Sports Hall of Fame for such use.
2. Such use may include the display of the Jayhawk at any location upon the

Premises.

3. Lessee may provide, or work with other entities to provide, river sports and recreation activities in conjunction with its proximity to the Arkansas River.
4. Lessee may operate, or allow other entities to operate, a gift shop and food and drink concession that is related and ancillary to the operation of the Kansas Sports Hall of Fame.
5. Lessee may rent out the second floor of the Building, grounds, or other portions of its facilities for temporary use as a meeting, banquet, and reception hall, and for ancillary and normal activities normally associated with such use.
6. Lessee shall not use or occupy the premises for any unlawful, disreputable, or ultrahazardous business purpose or activity nor operate or conduct its activities in a manner constituting a nuisance of any kind. Lessee agrees to immediately cease any activity or use in violation of this Agreement.
7. No existing building or any building which is constructed or placed upon the property, either temporarily or permanently, shall be used for the purpose of housing the operation of any multi-game, casino-style gambling on the Premises.

B. Change of use.

1. Any change of use of the Premises from the primary purpose of the housing of the Kansas Sports Hall of Fame must be approved by the City, which approval shall not be unreasonably withheld by the City.
2. At such time as Lessee ceases to utilize the Premises for its primary purpose, or such alternative and additional purposes as approved by the City, the City shall have a right to re-enter and declare this Lease terminated, provided, however, that

the City shall give Lessee written notice of its intent to terminate under this provision and Lessee shall have thirty (30) days to respond and establish that it has not, in fact, ceased to utilize the Premises as required.

C. Non Interference.

1. Lessee agrees that its use of the Premise shall not materially interfere with the City's plans for improving the River Corridor nor shall such use materially interfere in any way with the public use of or access to the River or the Riverbank. Lessee agrees that it will not construct or locate any structure on the Premises which intrudes on the Riverbank without first obtaining the consent of the City and of appropriate regulatory agencies.
2. Lessee agrees that its use of the Premises shall not materially interfere with the development of the adjacent WaterWalk nor shall such use materially interfere in any way with the public use of or access to the public portions of the WaterWalk.

7. CONSTRUCTION OF IMPROVEMENTS AND MAINTENANCE OF FACILITIES

A. Lessee shall keep and maintain the foundation, roof and exterior of the Building in good repair at its own expense during the Lease term. Lessee shall be responsible for all minor and major renovation, maintenance and repair to the roof, exterior and interior of the Building, including without limitation the interior and exterior walls, floors, ceilings electrical, plumbing and mechanical systems, and HVAC systems and equipment. The Lessee shall be responsible for the renovation, maintenance and repair of the Premises, including without limitation parking lot and sidewalk paving

and striping, sprinkler systems and landscaping, the Jayhawk and the Jayhawk foundation, and Riverbank maintenance and improvements (except for Riverbank improvements installed by the City as part of the River Corridor or damage caused by River erosion or flooding). All repairs or replacements made by Lessee shall be at least equal in quality and class to the original work, as reasonably determined by the City.

B. Upon execution of the Lease, the City shall deliver to Lessee insurance claim funds pertaining to the Boathouse and held by the City in the amount of $68,000 for Boathouse renovation and repairs.

C. Upon execution of this Lease, the City shall deliver to Lessee the sum of $225,000, presently held by the City for Boathouse operations and maintenance of the Jayhawk, which may be used by Lessee for contingent renovation costs and expenses, Boathouse operations and maintenance of the Jayhawk. The City shall have no present or future obligation for the maintenance of the Jayhawk.

D. The City shall reimburse the Lessee for actual expenses incurred in the reconnection of utilities to the Boathouse, up to the maximum of $61,200, upon submittal of documentation of such expenses.

E. Renovation of the Boathouse will not change the physical appearance of the Boathouse or result in additions to or expansion of the Boathouse. The aesthetic integrity of the Boathouse will be preserved in conjunction with its proximity to the Arkansas River, mindful of the historical significance of the Boathouse to Wichita.

The restoration and renovation of the Building will be carried out by the contractors and architects designated by the Lessee in the Proposal submitted to the City in response to Request for Proposal No. FP93009; any substitute or additional general contractors or architects shall be subject to the approval of the City.

F. The City shall review and approve all plans and drawings prior to any renovation or repair by Lessee, which approval shall not be unreasonably denied or delayed. Such review shall include but not be limited to conformity to the River Corridor, WaterWalk and Downtown plans and code compliance, including the provisions of PUD #19. Such plans or drawings shall also be subject to review by the Design Council, or its successors, unless waived by the City in writing.

G. All renovations and construction shall be performed in accordance with the Codes of the City and the Building will thereafter be maintained by Lessee in conformance with such Codes. The Building shall be operated and maintained as an ADA accessible facility.

H. Lessee shall have the right to remove from the Premises at any time during the term any and all equipment placed therein by Lessee but not if the same are so permanently attached to the building that removal thereof will leave the Premises damaged or materially altered. At the termination of this Lease, the Lessee shall also have the option of removing such equipment belonging to it, or with the consent of the City may leave such equipment in place. Equipment left in place and fixtures and

leasehold improvements shall become part of the Premises and shall become the property of the City.

8. <u>CONVENANTS.</u>

A. The City Covenants:

1. To provide the Premises, Building, and Jayhawk to the Lessee, on the effective date of this Agreement, in "as is" condition.
2. To permit Lessee the exclusive use of parking spaces on the Premises. The Lessee shall have the right to the non-exclusive use of public off-street parking spaces in the WaterWalk, subject to payment of assessments established for use of such parking, which assessments shall be established by separate agreement. Parking requirements shall be in accordance with PUD #19, as currently existing or as may be amended from time to time.
3. Notwithstanding the provisions of Subparagraph 7A, the City shall establish such sprinkler systems and landscaping in the easement described as Attachment "A" as reasonably determined by the City. The City, through its arrangement with WaterWalk, shall thereafter have responsibility to maintain such easement.
4. To perform all other obligation on the City's part as and when required under the terms of this Agreement.
5. That if the Lessee's Covenants are met as herein provided, Lessee shall have the right to the quiet and peaceful possession of the Premises for the full term of this Lease.

B. Lessee Covenants:

1. To keep the interior and exterior of the Premises neat, clean and well-maintained during the term of the Lease and to observe and comply with all codes, ordinances and regulations governing the Premises made by any proper governing agency as to cleanliness and maintenance, all without cost or expenses to he City. There will be no outside storage and refuse containers shall be screened. The Lessee shall have regular refuse service. Lessee shall be responsible for lawn and landscape maintenance, snow and ice removal, and Building cleaning. The City or its assigns shall be responsible for the maintenance of the landscaping and site improvements provided in the adjacent easement as described in subparagraph B.4 below.

2. That any sign permitted on the Premises shall be subject to prior written approval by the City and shall be in accordance with the City Sign Code and PUD #19.

3. That Lessee shall not, without the prior written consent of Landlord, install any underground or above ground tanks or other vessels for the purpose of storing gasoline, cleaning solvents, or similar substances on or about the Premises.

4. To provide an easement along the South side of the Premises as described in Attachment "A" for the use of the City and the public in accessing the River and WaterWalk.

5. That Lessee agrees to indemnify and save harmless the City from all liens, claims or demands arising out of any work performed, materials furnished, or obligations incurred by or for Lessee upon the Premises during the term of this Lease.

6. To permit the City and its authorized representatives to enter the Premises at all reasonable times for the purpose of inspection and for making necessary repairs made necessary by reason of the Lessee's failure to make such repairs after written notice. Nothing herein shall imply any duty upon the City to do any such work.

7. To provide the City with periodic financial reports on the operation of the Kansas Sports Hall of Fame in such detail and frequency as reasonably requested by the City.

9. <u>INSURANCE</u>

A. Lessee agrees to carry public liability insurance on the Premises for limits of not less than $500,000 for injury or death of any one person, $500,000 for any one occurrence, $500,000 property damage insurance, and contractual liability coverage recognizing this Agreement. Lessee also agrees to keep the Premises constantly insured against loss or damage by fire, lightening and all other risks covered by extended coverage insurance in an amount equal to the full insurable value thereof. Such policies of insurance and renewals thereof shall name the City as a named insured and shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least thirty (30) days' written notice to the City.

B. Lessee also agrees to carry insurance against fire and other such risks as are included in standard extended coverage insurance, for the full replacement value of the Building and covering all of Lessee's personal property located upon or within the Premises.

C. Lessee shall, upon request by the City, provide the City with copies of all policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. Each policy of insurance required hereunder shall be issued by a nationally recognized responsible insurance company qualified under the laws of the State to assume the risks covered therein.

D. In the event the Building or any other improvement constructed on the Premises is damaged or destroyed, the City may, at City's sole election, restore the Building and other improvements, or may cause the same to be restored, in accordance with the plans and specifications for the original Building and improvements, subject to changes reasonably acceptable to Lessee, or may close or demolish the Building. The City shall give the Lessee written notice of its election within sixty (60) days after the occurrence of such damage or destruction. If the City elects to repair and restore, such reconstruction shall be paid for with funds received from the insurers of the Premises. In the event the City elects not to repair and restore such damage or destruction, this Lease shall terminate as of the day of the casualty, all rents and other charges shall be prorated to such date of termination, the City and Lessee shall be relieved of their respective rights and obligations set forth in this Lease, and the insurance proceeds payable as a result of such damage or destruction shall be equitably allocated between the parties according their insured interests set out above.

10. <u>INDEMNIFICATION OF LANDLORD.</u> The Lessee shall defend, indemnify and save harmless the City against and from all liabilities, obligations, damages, penalties, claims, costs, charges or expenses, including reasonable attorneys' fees, arising from

injury or damage to persons or property of any nature or arising out of Lessee's operations, or occasioned by any act or omission of Lessee or Lessee's agents, except to the extent such occur as a result of the negligent acts or omissions of the City or the City's agents.

11. <u>ASSIGNMENT.</u>

Lessee shall have the right to assign or sublease this Lease to the KSHOF for the intended purposes of this Lease Agreement. The assignment or subletting of all or any portion of the Premises (except such temporary uses as allowed in Paragraph 6.A) to a party other than the KSHOF shall require the prior written consent of the City, which consent shall not be unreasonably withheld. In reviewing such proposal to assign or sublet to another party, however, the City may consider conformity and compatibility to the River Corridor, WaterWalk and Downtown plans, code and PUD compliance, and the ability of the proposed assignee or sublessee to carry out responsibilities under the Lease. The City acknowledges and agrees that upon the assignment or subleasing of this Lease to KSHOF the obligations of Lessee shall be carried out by the KSHOF. Lessee shall remain responsible for the performance of such obligations provided the City has given Lessee thirty (30) days' written notice of any default not cured by the KSHOF or by any assignee or sublessee.

12. <u>NONDISCRIMINATION.</u> Lessee agrees to comply with the requirements of the City's Nondiscrimination and Equal Opportunity Statement, which is marked as Exhibit A hereto.

13. **EVENTS OF DEFAULT AND TERMINATION**. In the event of the Lessee's failure to comply with any of the terms, covenants, or conditions of the Lease, the City may cancel this Agreement upon thirty (30) days' written notice, provided that if Lessee has cured the default to the reasonable satisfaction of the City within such thirty (30) days, the Lease shall not be cancelled.

If the Lessee or KSHOF becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or abandons or vacates any substantial portion of the Premises, the Lease may be immediately terminated by the City upon written notice.

14. **CASH BASIS AND BUDGET LAW**. It is the intent of the parties that the provisions of the Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, *et seq.*) or the Kansas Budget Law (K.S.A. 79-2925). Therefore, notwithstanding anything to the contrary herein contained, the City's obligations under this Agreement are to be construed in a manner that assures that it is at all times not in violation of such laws. Accordingly, the City's obligations hereunder will be subject to sufficiency of annual appropriations.

15. **NOTICES.** All notices provided for in this Agreement shall be in writing and delivered in person or by mail or express carrier to the following:

CITY: City Manager
City Hall – 13th Floor
455 N. Main
Wichita, Kansas 67202

With a copy to:
Property Manager

City Hall – 13th Floor
455 N. Main
Wichita, Kansas 67202

LESSEE: Harry L. Najim
Najim law Office, PA
R.H. Garvey Bldg., Suite 960
300 W. Douglas
Wichita, Kansas 67202

or to such other address as the parties may from time to time designate by written notice to the other.

16. **CONTROLLING LAW.** This Agreement shall be negotiated, entered, interpreted and enforced according to the laws of the State of Kansas.

17. **AMENDMENT.** This Agreement shall not be altered, changed or amended except by instrument in writing approved by the parties hereto.

18. **COUNTERPARTS.** This Agreement may be signed in counterparts and facsimile signatures shall be as effective as original signatures.

IN WITNESS WHEREOF, City and Lessee have caused this Lease to be executed as of the date first above written.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

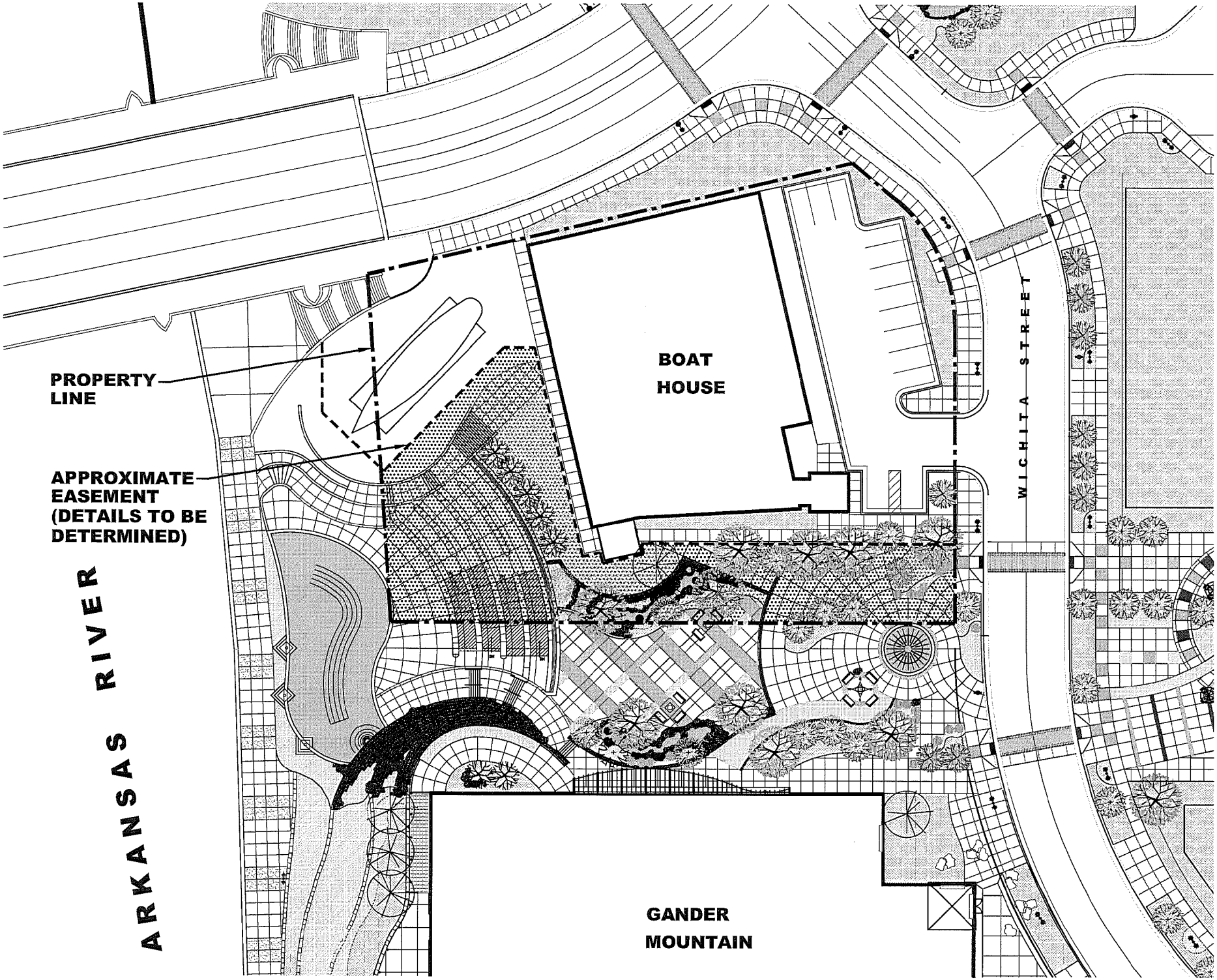
Approved As To Form:

_____
Gary E. Rebenstorf, Director of Law

AMERICA^3 FOUNDATION

By: _____

Name: _____
Title: _____


PROPERTY LINE
APPROXIMATE EASEMENT (DETAILS TO BE DETERMINED)
ARKANSAS RIVER
BOAT HOUSE
WICHITA STREET
GANDER MOUNTAIN

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Downtown Revitalization Master Plan (Districts I, IV, and VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Approve the contract, memorandum of understanding, and bonding resolution and authorize the necessary signatures.

Background: On May 5, 2009, the City Council authorized the initiation of a process to select a design team to prepare a Downtown Revitalization Master Plan. A Request for Qualifications was sent to over 170 local, regional, and national vendors. A total of 32 design teams responded, and a 13-member Selection Committee appointed by the City Manager reviewed and analyzed the written responses and selected nine (9) design teams to interview by telephone. The Selection Committee recommended four (4) of the design teams as the most qualified to prepare the plan, and the Downtown Revitalization Steering Committee that was appointed to the City Council to oversee plan development endorsed the recommendation of the Selection Committee on July 23, 2009.

The four (4) finalists that submitted a detailed proposal are: (1) Chan Krieger Sieniewicz, (2) Crandall Arambula, (3) Goody Clancy, and (4) Looney Ricks Kiss. The Selection Committee reviewed and analyzed each finalist's written proposal. Each finalist made a public presentation that was also attended by Steering Committee and Selection Committee members. Members of the public submitted comment cards at the public presentations, and the Selection Committee considered the public input. The Selection Committee interviewed each of the finalists and had a spirited debate regarding the merits of each proposal. Given the high quality proposals and outstanding design teams assembled by each finalist, the decision of the Selection Committee to recommend a single finalist was extremely difficult. After thorough consideration, the Selection Committee recommended the design team assembled by Goody Clancy to develop the Downtown Revitalization Master Plan, and the Downtown Revitalization Steering Committee endorsed the recommendation of the Selection Committee on September 25, 2009.

Analysis: Goody Clancy is located in Boston, Massachusetts, and is a110-person architecture, planning, and preservation firm that was established in 1955. Goody Clancy has an award-winning national planning and urban design practice whose downtown planning work includes Columbus, Ohio; Norfolk, Virginia; Asheville, North Carolina; and Boston, Massachusetts. The design team assembled by Goody Clancy and their roles in the development of the plan are:

- Kittelson & Associates of Baltimore, Maryland – transportation
- W-ZHA of Annapolis, Maryland – office and hospitality markets, development financing
- MJB Consulting of New York, New York – retail markets
- Zimmerman/Volk of Clinton, New Jersey – housing markets
- Placematters, Inc. of Denver, Colorado – stakeholder engagement
- Professional Engineering Consultants of Wichita, Kansas - infrastructure

The strengths of the Goody Clancy team that led to their recommendation are:

- Demonstrated ability to conduct sound planning with a business perspective that will result in a market-based business plan for downtown that can be quickly and successively implemented
- Impressive economic analysis experience including market-specific national experts on development financing, housing, and retail
- Proven track record of implementation success with downtown revitalization in other communities, including a demonstrated capacity of establishing working relationships with developers to make projects happen
- High touch strategies for public engagement so that all segments of community will have meaningful input into plan development and implementation
- A proposal that best met the fundamental principles of the Downtown Revitalization Master Plan stated in the Request for Proposals

The cost of the Downtown Revitalization Master Plan is $500,000, and a 12-month plan development process is detailed in the attached Contract for Professional Services. The Master Plan will be jointly funded by the City of Wichita (45%) and the Wichita Downtown Development Corporation (55%) per the attached Memorandum of Understanding.

Financial Considerations: On May 5, 2009, the City Council authorized funding in the amount of $175,000 from the Stabilization Reserve Fund and $50,000 from Federal Transit Administration planning dollars. The Wichita Downtown Development Corporation has allocated $175,000 toward the cost of the plan and has raised another $100,000 in private contributions to fund the plan.

Goal Impact: The creation of a Downtown Revitalization Master Plan enhances the goals of creating a Safe and Secure Community, Promoting Economic Vitality and Affordable Living, Ensuring Efficient Infrastructure, Enhancing the Quality of Life, and Supporting a Dynamic Core Area.

Legal Considerations: The Contract for Professional Services between the City of Wichita and Goody Clancy for the preparation of the Downtown Revitalization Master Plan has been reviewed and approved as to form by the Law Department and has been signed by Goody Clancy. The Memorandum of Understanding between the City of Wichita and the Wichita Downtown Development Corporation regarding administration and funding of the Downtown Revitalization Master Plan has been reviewed and approved as to form by the Law Department and has been signed by the Wichita Downtown Development Corporation. The Bonding Resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: Approve the contract for professional services with Goody Clancy for the preparation of the Downtown Revitalization Master Plan; approve the memorandum of understanding with the Wichita Downtown Development Corporation regarding administration and funding of the Downtown Revitalization Master Plan; approve the Bonding Resolution; and authorize the necessary signatures.

Attachments: Contract for Professional Services
Memorandum of Understanding
Bonding Resolution

MEMORANDUM OF UNDERSTANDING

DOWNTOWN REVITALIZATION MASTER PLAN

CITY OF WICHITA, KANSAS,
A Municipal Corporation,
AND
WICHITA DOWNTOWN DEVELOPMENT CORPORATION
A Kansas not-for-profit corporation
(507 E. Douglas, Wichita, KS 67202)

WHEREAS, the mission of Wichita Downtown Development Corporation (WDDC) is to direct a comprehensive economic development program to strengthen Downtown; and

WHEREAS, the WDDC is an independent, non-profit agency that works closely with the private sector and local government to stimulate new investment and interest in the central business district; and

WHEREAS, the WDDC has allocated $175,000 from its Self-Supporting Municipal Improvement District Budget and commits to raising an additional $100,000 in private sector funding for the development of a Downtown Revitalization Master Plan; and

WHEREAS, the City has allocated $175,000 from is Stabilization Reserve Fund and $50,000 in Federal Transit Administration planning funds for the development of a Downtown Revitalization Master Plan; and

WHEREAS, the WDDC and the City both desire to retain the professional services a design team to develop the Downtown Revitalization Master Plan; and

WHEREAS, the WDDC and the City both desire to jointly fund the cost of said professional services.

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

SECTION 1. SCOPE OF SERVICES. The City will enter into a contract for professional services for the development of a Downtown Revitalization Master Plan that addresses the scope of services specified in FP930056 issued by the City on July 24, 2009. The design team selected for the contract will for professional services will be selected pursuant to the City's consultant selection process. The City will administer the contract for professional services, and through a joint partnership the City and the WDDC will provide project management.

SECTION 2. PAYMENTS. Upon the receipt of an invoice pursuant to the contract for professional services referenced in Section 1, the City will submit an invoice to the WDDC for 55 percent of the invoice amount. The WDDC agrees to pay said invoice to the City within 30 days.

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

The parties have executed this Memorandum of Understanding on this 13th day of October 2009.

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

WICHITA DOWNTOWN DEVELOPMENT CORPORATION

Larry Weber, Chairman

Approved as to Form:

Gary Rebenstorf, Director of Law

OCA 150004 BID#37529-009 CID#76383

First Published in the Wichita Eagle on October 16, 2009

RESOLUTION NO. 09-316

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE PREPARATION OF A DOWNTOWN REVITALIZATION MASTER PLAN.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to incur expenditures for labor, materials and equipment to make certain related improvements as follows:

The preparation of a Downtown Revitalization Master Plan.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed $500,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 13th day of October, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

CONTRACT FOR PROFESSIONAL SERVICES
Downtown Revitalization Master Plan

THIS AGREEMENT, made and entered into this 13th day of October, 2009,

BY AND BETWEEN THE CITY OF WICHITA, KANSAS, A Municipal Corporation, hereinafter referred to as "**CITY**"

AND GOODY CLANCY hereinafter referred to as "**CONSULTANT**"

WHEREAS, the **CITY** desires to obtain professional services to prepare the Downtown Revitalization Master Plan, hereinafter referred to as the "**PROJECT**", and

WHEREAS, the Wichita Downtown Development Corporation (hereinafter referred to as **"WDDC"**) also desires to obtain professional services to prepare the Downtown Revitalization Master Plan, and

WHEREAS, the **WDDC** and the **CITY** both desire to jointly fund the cost of said professional services and have executed a memorandum of understanding governing said joint funding and **PROJECT** administration, and

WHEREAS, the **CITY** is authorized by law to employ professional services to prepare specialized studies related to planning, land use, transportation, redevelopment, economic analysis, market studies, and related disciplines and

WHEREAS, the **CONSULTANT** has submitted a proposal in response to the **CITY'S** Request for Proposal No. FP930056, dated August 28, 2009 (see **Exhibit "A"**), offering to provide professional services to the **CITY** and **WDDC** to complete the **PROJECT**, and has been interviewed among other firms, by the **CITY** and **WDDC** Staff Screening and Selections Committee, and:

WHEREAS the **CONSULTANT** has demonstrated the knowledge and experience to undertake the **PROJECT** on behalf of the **CITY** and **WDDC**,

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto mutually agree as follows:

I. PURPOSE:

The **CITY** employs the **CONSULTANT** and he agrees to undertake the **PROJECT** as hereinafter set forth.

II. SCOPE OF SERVICES:

The **CONSULTANT** shall provide the services as set out in **Exhibit "B"**, a copy of which is attached hereto and which is incorporated herein by reference. The **CONSULTANT'S** services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions.

III. THE CONSULTANT AGREES

A. To provide the various technical and professional services to perform the tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B"**), REQUEST FOR PROPOSAL NO. FP930056 (**Exhibit "A"**), and SCHEDULE OF PAYMENTS (**Exhibit "D"**).

B. To attend meetings with the **CITY**, **WDDC,** and other individuals and agencies as specified in **Exhibit's "A", "B", "C", and "D".**

C. To make available during regular office hours, all work such as the **CITY** and **WDDC** may wish to examine periodically during performance of this Agreement.

D. To save and hold the **CITY** and **WDDC** harmless against all suits, claims, damages and losses for injuries to persons or property to the extent caused by errors, omissions or negligent acts of the **CONSULTANT**, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by the **CONSULTANT** and, where relevant to method of payment, to make such material available to the **CITY** and **WDDC**.

F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the **CITY'S** Affirmative Action Program as set forth in **Exhibit "C"** which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V Payment Provisions, and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B"**).

H. To complete the services to be performed by the **CONSULTANT** for the **PROJECT** in accordance with Article VI, Time of Completion; EXCEPT that the **CONSULTANT** 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 **CONSULTANT**, provided, however, that the **CONSULTANT** shall request extensions, in writing, giving the reasons therefore.

I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **CONSULTANT** under this Agreement. The **CONSULTANT** further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by **CONSULTANT**, its agents, employees and subconsultants, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. The **CONSULTANT** shall procure and maintain such professional liability insurance as will protect the **CONSULTANT** from damages resulting from the negligent acts of the **CONSULTANT**, its officers, employees and subconsultants in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than $100,000.00 per claim and annual aggregate.

In addition, a Worker's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The liability limit shall be not less than: Worker's Compensation - Statutory Employer's Liability $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the **CONSULTANT** that shall be written in a comprehensive form and shall protect the **CONSULTANT** against all claims arising from injuries to persons (other than the **CONSULTANT'S** employees) or damage to property of the **CITY, WDDC** or others arising out of any negligent act or omission of the **CONSULTANT**, its agents, officers, employees or subconsultants in the performance of the professional services under this Agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage and shall name the **CITY** and **WDDC** as additional insureds. Satisfactory Certificates of Insurance shall be filed with the **CITY** before the time the **CONSULTANT** starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the **CITY** shall be given thirty (30) days written notice by the insurance company before such policy is canceled.

K. To request, in writing no less than 30 days in advance, any change of staff assigned to the **PROJECT** as designated in the SCOPE OF SERVICES (**Exhibit "B"**). Such request shall include the name(s) and contact information for the specific staff member(s) proposed to be assigned to the **PROJECT**, their proposed role in the **PROJECT**, and a detailed resume listing their individual work experience in this role on similar projects. The **CITY** reserves the right not to approve requested changes of staff assigned to the project and to negotiate with the **CONSULTANT** for changes suitable to the **CITY** and **WDDC** to ensure equal performance the tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B"**) and REQUEST FOR PROPOSAL NO. FP930056 (**Exhibit "A"**).

L. The **CONSULTANT'S** designated Project Manager shall coordinate all aspects of this **PROJECT** through the **CITY** and **WDDC** Joint Project Managers. Any requests from

other individuals or agencies, which would affect the **CONSULTANT'S** time or expense relative to this **PROJECT**, shall be approved by the **CITY** and **WDDC** Joint Project Managers.

IV. THE CITY AGREES:

A. To furnish all available data pertaining to the **PROJECT** now in the **CITY'S** and **WDDC'S** files at no cost to the **CONSULTANT**. Confidential material so furnished will be kept confidential by the **CONSULTANT**. The **CONSULTANT** shall be entitled to rely on the accuracy and completeness of the information provided by the **CITY** and **WDDC**.

B. To provide standards as required for the **PROJECT**.

C. To pay the **CONSULTANT** for services and reimbursable expenses in accordance with the requirements of this Agreement.

D. To provide the right-of-entry where applicable, for **CONSULTANT'S** personnel in performing field surveys and observations.

E. To advise the **CONSULTANT**, in writing, of the persons designated as Joint Project Managers with the issuance of the notice to proceed on the work required by this Agreement. The **CITY** shall also advise the **CONSULTANT** of any changes in the person(s) designated Joint Project Manager.

F. To examine all studies, reports, sketches, drawings, specifications, proposals, work and other documents presented by the **CONSULTANT** in a timely fashion.

G. To save and hold the **CONSULTANT** harmless against all suits, claims, damages and losses for injuries to persons or property to the extent caused by errors, omissions, or negligent acts of the **CITY**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.

V. PAYMENT PROVISIONS:

The **CITY** agrees to pay the **CONSULTANT** for services rendered under this Agreement and as specifically detailed in **Exhibit "B"**, a fee established as follows:

A. For the **PROJECT** and other related items including those items identified in SCOPE OF SERVICES (**Exhibit "B")**, an amount not to exceed $500,000, which shall constitute complete compensation for the services, including reimbursable expenses. This fee shall be invoiced by tasks completed as outlined in SCHEDULE OF PAYMENTS (**Exhibit "D"**). Invoices shall provide a detailed description of services provided sufficient for the **CITY** and **WDDC** to determine that satisfactory performance of services has been completed by the **CONSULTANT**. Reimbursable expenses shall be itemized, including suitable backup documentation, and identify the task(s) to which they are associated. The **CITY** and **WDDC** reserves the right to request additional detail as reasonably necessary

to determine that satisfactory performance of services has been completed by the **CONSULTANT.** The **CITY** and **WDDC**, with the concurrence of **CONSULTANT** in writing, may from time to time reassign the sums allocated for fees to each component in SCHEDULE OF PAYMENTS (**Exhibit "D"**), provided that the total shall not exceed the total amount of fees as set forth in this paragraph.

B. Payments are payable to the **CONSULTANT** within thirty (30) days from the date of receipt of invoice unless the **CITY** informs the **CONSULTANT,** in writing**,** that the services described on the **CONSULTANT'S** invoice were not completed in a satisfactory manner. If any invoice for services the **CITY** is outstanding for more than forty-five (45) days from the date due, the **CONSULTANT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **CITY** and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the **CONSULTANT** under this Agreement are contingent upon payment of fees by the **CITY**. The **CITY** shall reimburse the **CONSULTANT** for all costs incurred in the collection of unpaid **CITY** accounts, including, without limitation, all reasonable attorney and legal expenses.

C. When requested by the **CITY,** the **CONSULTANT** will enter into a Supplemental Agreement for additional services related to the **PROJECT** such as, but not limited to:
   1. **CONSULTANT** or witness for the **CITY** in any litigation, administrative hearing, and other legal proceedings related to the **PROJECT**.
   2. Additional professional services not covered by the scope of this Agreement.
   3. A major change in the SCOPE OF SERVICES for the **PROJECT**.

D. If additional work should be necessary, the **CONSULTANT** will be given written notice by the **CITY** along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

E. If services are rendered by the **CONSULTANT** for the **PROJECT** but the **CITY** elects not to complete the **PROJECT**, the **CONSULTANT** shall be compensated, in proportion to the services rendered, at an amount as stated in Paragraph A above multiplied by the percentage completion of each task as outlined in **Exhibit "D"**.

VI. TIME OF COMPLETION:

The **CONSULTANT** agrees to complete all Phases of this **PROJECT** as follows:

A. Performance of all duties and tasks as outlined in the SCOPE OF SERVICES (**Exhibit "B")**, 365 calendar days from the date of approval of the Contract pending availability of the **CITY** and staff.

B. The **CITY** agrees to cooperate with the **CONSULTANT** in considering work submitted and to make necessary decisions promptly to facilitate completion of the **PROJECT** in the stipulated time, and the **CITY** agrees to furnish promptly to the **CONSULTANT** upon

written request any approvals and instructions required to be given by the **CITY** to the **CONSULTANT** under the terms of this Agreement.

VII. THE PARTIES HERETO MUTUALLY AGREE:

A. Provided **CONSULTANT** has been paid in full for services rendered, all work pertaining to the **PROJECT** shall become the joint property of the **CITY** and **WDDC** upon completion or termination of the **CONSULTANT'S** services in accordance with this Agreement; and there shall be no restriction or limitation on their further use, reuse or alteration by the **CITY**. Provided, however, that the **CITY** shall hold the **CONSULTANT** harmless from any and all claims, damages or causes of action which arise out of such further use without the participation of the **CONSULTANT**. The **CONSULTANT** reserves the right to utilize all work pertaining to the **PROJECT** for marketing purposes and for continued use of stock materials not uniquely and specifically attributable to the **PROJECT**.

B. That the services to be performed by the **CONSULTANT** under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the **CITY** and **WDDC**. The **CITY** shall not assign or transfer rights or interest in this Agreement without specific consent of the **CONSULTANT**.

C. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

D. Notwithstanding any other provisions of this Agreement excepting the **PROJECT** fee amount stipulated in Article V. Payment Provisions, changes in **PROJECT** services, deliverables and timelines may be made, if mutually agreed upon in writing by the **CITY**, **WDDC** and the **CONSULTANT**.

E. That the right is reserved to the **CITY** to terminate this Agreement, upon written notice, in the event the **PROJECT** is to be abandoned or indefinitely postponed, or because of the **CONSULTANT'S** inability to proceed with the work, or because the services of the **CONSULTANT** are unsatisfactory; PROVIDED, however, that in any case the **CONSULTANT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of Article V.E. Payment Provisions.

F. Neither the **CITY'S** review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the **CONSULTANT** under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.

G. The rights and remedies of the **CITY** provided for under this Agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this Contract, that it is not intended by any of the provisions of any part of this Contract to create the public or any member

thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

I. Unless otherwise stipulated in this Agreement, all subconsultants retained to assist the **CONSULTANT** in performing his duties will be paid by the **CONSULTANT**.

J. The **CONSULTANT** agrees to employ subconsultants as designated in the SCOPE OF SERVICES (**Exhibit "B"**) to provide the services required to complete the **PROJECT**, and to pay the fees as contracted for with these subconsultants for such services. These fees are not reimbursable expenses.

K. Special consultants are those who provide services other than those provided by the **CONSULTANT** or its subconsultants. If it is requested that any special consultants be retained on the **CITY'S** behalf, their charges will be paid separately and directly by the **CITY**. Invoicing and payment shall be arranged separately between the **CITY** and the special consultants.

L. If a firm or firms are separately engaged by the **CITY** to work under the general direction of the **CONSULTANT**, the **CONSULTANT** shall have no responsibility or technical sufficiency of the services of such separately engaged firms.

M. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be governed by the laws of the State of Kansas.

N. Unless otherwise provided in this Agreement, the **CONSULTANT** and its agents, officers, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form in the **PROJECT** area, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. In the event that the **CONSULTANT** or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the **CONSULTANT'S** services, the **CONSULTANT** may, at its option and without liability for consequential or any other damages, suspend performance of service on the **PROJECT** until the **CITY** retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

O. The relationship of the **CONSULTANT** to the **CITY** and **WDDC** will be that of an independent contractor. No employee or agent of the **CONSULTANT** shall be considered an employee of the **CITY** or **WDDC**.

P. It is the intent of the parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) or the Kansas Budget law (K.S.A. 79-2925). Therefore, notwithstanding anything to the contrary herein contained, the **CITY'S** obligations under this Agreement are to be construed in a manner that

assures that the **CITY** is at all times not in violation of the Cash Basis Law or the Budget Law.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

GOODY CLANCY

by_____
David Dixon, Principal in Charge
Planning and Urban Design

Exhibit A

REQUEST FOR PROPOSAL NO. – FP930056

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **5:00 O'CLOCK P. M., FRIDAY, AUGUST 28, 2009. One (1) original and twelve (12) copies of the proposal are required.** Envelopes must be marked **"Request for Proposal FP930056" and show Due Date and Time** to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

WICHITA – SEDGWICK COUNTY METROPOLITAN AREA PLANNING DEPARTMENT

DOWNTOWN REVITALIZATION MASTER PLAN

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas. (316) 268-4636.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 5:00 o'clock p.m., Friday, August 28, 2009.

Dated at Wichita, Kansas, on the 24th day of July, 2009.

Melinda A. Walker
Purchasing Manager

NOTICE...NOTICE...NOTICE

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
e. EXEMPTED from these requirements are:
   (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
   (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
   (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars ($5,000.00) or less during the City's fiscal year.
f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973; The Americans with Disabilities Act; and/or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than $5,000.00.

NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: http://ep.wichita.gov . Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4508.

Request for Proposals
Downtown Revitalization Master Plan
Wichita, Kansas

Introduction

The City of Wichita, in partnership with the Wichita Downtown Development Corporation (WDDC) and the private sector, is seeking an innovative, multi-disciplinary design team to develop a bold, twenty-year vision for its thriving downtown that celebrates the city's rich history and reflects the community's progressive spirit.

Mayor Carl Brewer envisions a Downtown Revitalization Master Plan that will provide ambitious development strategies that draw upon downtown's tremendous potential. It will strengthen the city's economic vitality and identity. The Master Plan will move downtown forward in a cohesive way that connects existing assets such as Old Town, INTRUST Bank Arena and improvements along the Arkansas River corridor. It will create a pedestrian-friendly environment that makes downtown Wichita a unique and memorable experience, a place for people of all ages, ethnicities and cultures. A revitalized core area will feature park and open spaces as well as additional retailers, residences, restaurants, office buildings and multiple venues for arts and entertainment. It will help retain young people, families and jobs. It will grow the tax base and make Wichita more competitive with neighboring and competing cities.

To make this possible, a partnership comprised of local government, the private sector, business leaders, philanthropists and citizens has formed. This is an historic public endeavor. The process is designed to engage the multiple stakeholder groups. It is imperative that the design team has innovative ideas and a clear understanding of what is important, what initiatives will achieve the desired goals, and what is feasible.

Master Plan Area

For the purposes of developing a Downtown Revitalization Master Plan, the boundaries of the WDDC will be expanded to include properties on the west side of the Arkansas River, the portion of the Government Center located outside the WDDC, and the Renaissance Square project area (see map on page 2).

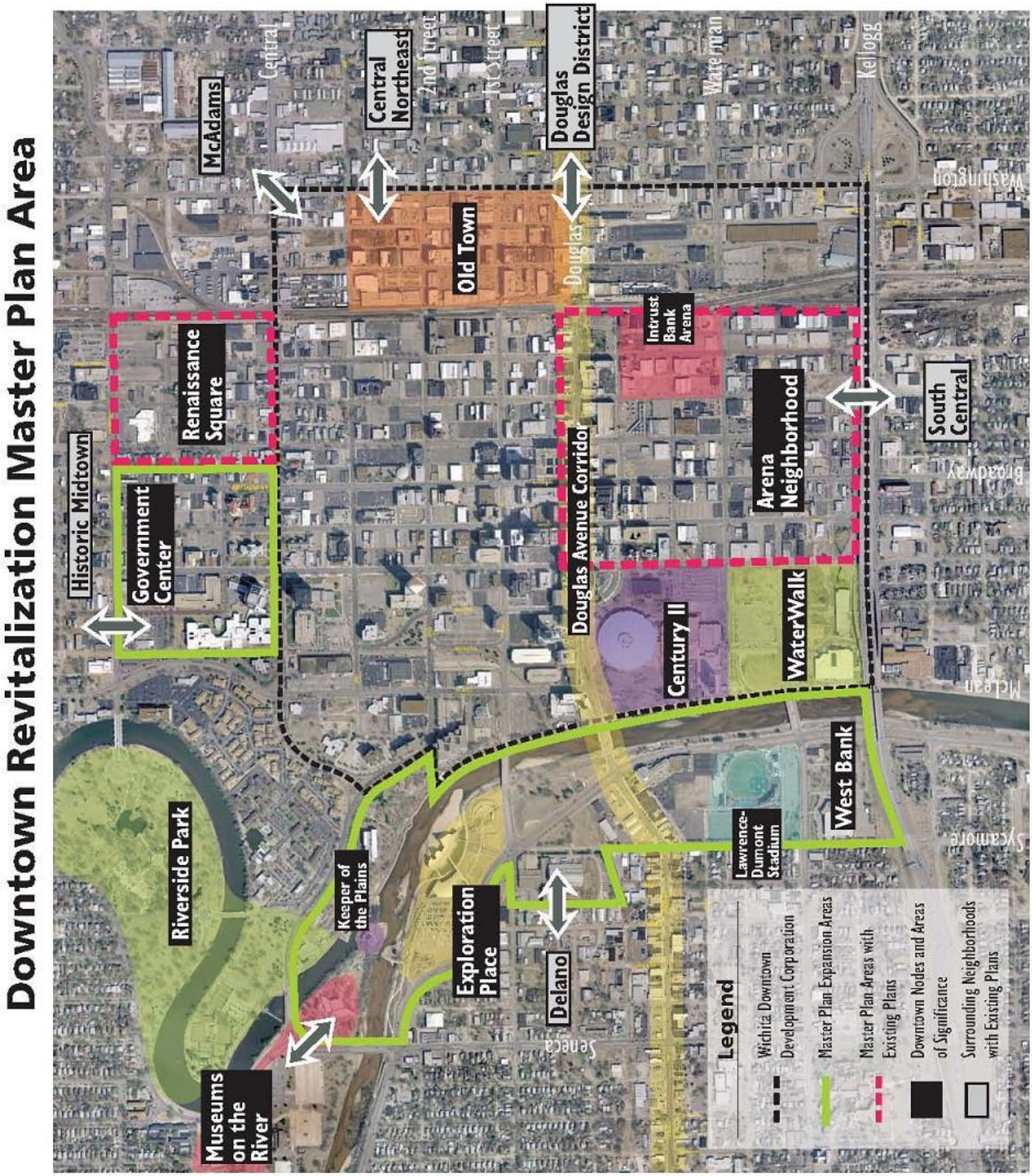
While the overall plan area includes all of downtown, portions of downtown already have more detailed plans in place and will not need the same level of detailed planning effort in the Master Plan. These areas are: Renaissance Square, Old Town, Arena Neighborhood, and WaterWalk. Incorporation of the current plans for these areas into the overall Master Plan for downtown will be the focus in these areas.

Similarly, neighborhoods surrounding downtown have plans in place with varying levels of detail. These neighborhoods are: Historic Midtown, McAdams, Central Northeast, Douglas Design District, South Central, and Delano. The Master Plan will need to recognize the uniqueness of each of the surrounding neighborhoods and their relationship to downtown and develop linkages between these neighborhoods and the downtown area.

The development of linkages among the major development nodes in downtown also will be an important element of the Master Plan. These major development nodes are: Old Town, INTRUST Bank Arena,

WaterWalk, Century II, Lawrence-Dumont Stadium, Exploration Place, Keeper of the Plains, Museums on the River, Riverside Park, and the Douglas Avenue Corridor.

The Downtown Revitalization Master Plan Area Map below illustrates the differing areas, neighborhoods, and nodes described above.



Scope of Services

Proposals for professional consulting and design services for the development of a Downtown Revitalization Master Plan are sought from design teams that have been pre-qualified through a Request for Qualifications process. Proposals will outline the approach by which the Master Plan will be developed by the design team, including the recommended timeline and deliverables and the fee for services provided for each phase of the project as well as any recommended optional services. Proposals should indicate the design team's thorough understanding of the objectives of the Master Plan and demonstrate the design team's capacity to communicate, be creative, and use strategic, effective, and innovative approaches. Proposals for the Master Plan should thoroughly address the scope of services listed below but need not follow the exact order and format contained in this Request for Proposals.

1. Grand Vision – Building upon the Mayor's vision that has received extensive community support, the Master Plan will provide a twenty-year blueprint building upon past, current and pending efforts. The past 20 years of downtown revitalization efforts have been hugely successful and resulted in projects that were grander and more successful than envisioned. Current plans and pending projects are in the process of being implemented that are continuing this success. The Master Plan will provide action-oriented strategies that build upon and continue these successes while providing the necessary connections that will move downtown revitalization forward in an innovative and cohesive way. The grand vision will capitalize upon the Arkansas River to further develop Wichita's identity as the next Great American River City and will outline those development strategies that maximize the return on public investments and best utilize the community's assets.

    a. The development of a grand vision for downtown will be guided by extensive research and analysis, including, but not limited to, population; employment; demographics; historical, cultural, social, and political context; crime statistics and perceptions of safety; land use, building form, and zoning; economic and market conditions; real estate ownership, condition assessment, opportunities, and activity; linkages and barriers; infrastructure, utilities, public facilities, and municipal services; parks and open spaces; and transportation facilities, services, and demand. The research and analysis will be used to project realistic estimates of growth and development potential for downtown for the short, medium, and long term over the next 20 years. The projections also will be used to guide the development of a grand vision that maximizes the community's future opportunities and develops alternatives to address identified constraints.
    b. The grand vision will be developed through a variety of stakeholder and community input and engagement efforts that ensure broad participation by diverse stakeholder and community interests and the development of a future vision that reflects consensus and builds upon the various strengths of different segments of the community.
    c. The grand vision will be guided by assessment of past planning efforts to develop lessons learned that can be applied in future.
    d. Current planning efforts will be thoroughly analyzed and assessed in order that the grand vision will support and further these planning efforts, where feasible, and in order that modifications to current planning efforts can be developed, where necessary, to be consistent with the grand vision for downtown.

2. Market Driven – To date, many of the successful downtown revitalization efforts have focused on public sector projects, and these projects have laid the groundwork for significant private sector investment in the revitalization of downtown. The Master Plan will provide development options for several new, large-scale anchor projects that are ambitious but based on economic research

that establishes realistic market capture rates. The Master Plan also will develop action-oriented strategies for development incentives that encourage continued private sector investment in downtown revitalization while maximizing the return on public investment.

a. An assessment of current market conditions, demographics, and trends for downtown will be completed by use type and classification for retail, office, residential, restaurant/entertainment, service/industrial, civic, and other that includes, but is not limited to, population, employment, demographics, market mix/share, pull factors, square footage/number of units, vacancy/occupancy rates, rental/sales rates, and functional/economic obsolescence factors.
b. A market conditions and demographics forecast for downtown for the short, medium, and long term over the next 20 years will be completed by use type and classification for retail, office, residential, restaurant/entertainment, service/industrial, civic, and other that includes, but is not limited to, population, employment, demographics, market mix/share, pull factors, square footage/number of units, vacancy/occupancy rates, rental/sales rates, and functional/economic obsolescence factors.
c. Based upon the market conditions and demographics forecast, site, use, and scope specific development options will be developed that best capture forecasted market opportunities for downtown. These development options will reflect the appropriate diversity of uses and mix of major market components; balance activities and concentrations/intensity of use with capabilities of community infrastructure; improve connectivity among the major nodes and developments in downtown; and foster a distinctive identity for downtown.

3. Community Engagement – The need for a Master Plan evolved from a participatory process from which overwhelming community support was realized. This participatory process will be continued through the development of the Master Plan so that the resulting planning efforts focus on a stakeholder- and community-defined vision for downtown Wichita for the year 2030. The Wichita Downtown Development Corporation (WDDC) will structure and manage the public engagement process with input from the project partners and participation from the selected design team.

a. The design team will propose a specific community engagement process that is inclusive of all stakeholders in downtown revitalization as well as the community at-large. Varied techniques should be proposed to ensure a high level of participation from diverse segments of the community. The proposed community engagement process should detail the process by which the community will be educated about various disciplines involved with the development of Master Plan and how each discipline and plan development component is important to the development a grand vision and implementation strategies.
b. The WDDC will maintain a web site to provide frequent updates on the process and provide an avenue for community input and dialogue regarding the process. The WDDC and Visioneering Wichita maintain contact lists of people and organizations that have participated in the process to date and will arrange, publicize, and host community input sessions. Given these resources, the design team will propose the preferred type and level of assistance in the community engagement process.
c. The design team's principal-in-charge and/or project manager will be expected to attend a city-to-city visit in Chattanooga from October 14-16, 2009, with stakeholders from the Wichita community to learn from the success of downtown revitalization in Chattanooga.

4. Clear and Concise Objectives and Strategies – The Master Plan will identify the specific objectives and strategies that will best accomplish the stakeholder- and community-defined vision for downtown. The objectives and strategies will be easily understood by all segments of the community and will have a significant level of community "buy in" as to the action-oriented results they are designed to achieve.

    a. Based on an initial assessment of downtown and the design team's professional experience, the design team will recommend the broad categories of issues related to downtown revitalization that should be explored for stakeholder and community consensus building on future objectives and strategies.
    b. The design team will propose a process for developing objectives and strategies including, but not limited to, the proposed methods of issue identification, consensus building, establishing priorities, developing action-oriented strategies, developing detailed performance measures; identifying circumstances that warrant changes in approach; and processes by which changed approaches can be developed and implemented, where necessary.

5. Transit Plan – A key to the long-term sustainability of downtown revitalization efforts is improving transit access to and mobility within downtown. The Master Plan will develop a detailed transit services plan for downtown, and this portion of the Master Plan will be funded by Federal Transit Administration planning funds.

    a. The design team will inventory, review, and assess existing transit services to and within downtown, including services provided, or planned to be provided, for events.
    b. Within the context of Wichita Transit's five-year Transit Development Plan, the design team will develop a future plan for transit operations that decreases the reliance on the use of personal automobiles for trips within downtown; improves connections to surrounding neighborhoods; provides flexible event-based services; serves as tool to promote development of anchor projects; connects downtown's major assets and nodes of development; and integrates with other modes of transportation.
    c. Special emphasis will be placed upon incorporating existing and future major parking facilities with future transit services in downtown including, but not limited to, strategies for the placement of future parking structures such that they facilitate the "park once" capabilities of transit services within downtown and serve as a catalyst for public and private sector redevelopment projects.
    d. The future plan will recommend short, medium, and long term strategies over the next 20 years for improving downtown transit services that flexible and capable of rapidly adjusting to changes in demand and that include, but are not limited to, routing, headways, operational hours, transit stop location/design, equipment needs, staffing needs, and costs, including recommended financing strategies.

6. Implementation Plan – A major component of the Master Plan will be an implementation plan that can serve as a stand-alone "road map" to downtown revitalization. The implementation plan will provide prioritized, action-oriented strategies that establish the roles and responsibilities of all participants in plan implementation. The Implementation Plan will define the post plan development role for the design team in plan implementation.

a. The design team will recommend a format for the implementation plan that has a proven record of success at focusing the strategic efforts of multiple and diverse segments of the community towards accomplishing common objectives with measurable results.
b. The design team will recommend a process of achieving consensus on the roles and responsibilities of all parties involved in the plan's implementation and establishing solid stakeholder and community commitment to achieving the plan's prioritized strategies.
c. The design team will propose the appropriate future role for continued involvement of the design team in the plan's implementation.

7. Fiscal Responsibility – While the Master Plan will develop implementation strategies for a bold vision for downtown revitalization, it will be based on the economic realities of limited public resources and the strategic investment of these limited resources. The Master Plan also will develop a funding strategy for the Plan's objectives and strategies that is based on an analysis existing financing tools and development incentives and develops a business plan for downtown revitalization that recommends the type and structure of future financing tools and development incentives.

   a. Detailed cost estimates for both capital and operating/maintenance expenditures will be developed for each strategy, development option, and anchor project contained in the Master Plan.
   b. Existing financing tools and development incentives will be inventoried, reviewed, and assessed as to their current and future effectiveness and capacity. Recommendations will be developed for short, medium, and long term strategies over the next 20 years for the type and structure of financing tools and development incentives needed to accomplish the plan's strategies, development options, and anchor projects.
   c. Strategies for increasing the ratio of private investment to public investment will be thoroughly developed.

8. Incorporation of Existing and Past Planning Efforts – The Master Plan will build upon and continue the successful planning efforts for the areas in and around downtown. The design team will review these planning efforts and incorporate them into the development of the Master Plan, including to the development appropriate relationships and linkages. The proposal should indicate the method of review the design team will use and how the design team proposes to incorporate the existing and past planning efforts into the development of the Master Plan. The existing and past planning efforts include, but are not limited to:

   a. Development Plan for Downtown Wichita, January 1989, prepared by RTKL Associates
   b. Wichita River Corridor Improvement Project, July 1999, and subsequent project designs, prepared by Law Kingdon
   c. Arena Neighborhood Redevelopment Plan, November 2007, prepared by Gould Evans Associates
   d. Parking and Mobility Master Plan, August 2007, prepared by Walker Parking Consultants
   e. Parking and Mobility Management Plan, scheduled for October 2009, prepared by Carl Walker Parking
   f. Living with the State Environs Law: Successful Architecture Design for Downtown Wichita, Kansas, scheduled for September 2009, prepared by JEO Consulting Group
   g. Comprehensive Downtown Streetscape Design Manual, scheduled for December 2009, prepared by Professional Engineering Consultants

h. The Old Town Development Plan, December 1983, prepared by Zuchelli, Hunter, & Associates
i. Museum District Master Plan, 1999, prepared by HOK
j. Wichita Parks, Recreation and Open Space Plan, November 2008, prepared by MIG
k. Riverside Park System Master Plan, 2001, prepared by WDM Architects
l. Century II Expansion and Modernization Study, 2005, prepared by HVS International Convention, Sports, and Entertainment Facilities Consulting
m. Comprehensive Plan for the Redevelopment of the East Bank District, most recent amendment, prepared by the Office of Urban Development, City of Wichita
n. Architectural Program for the New Central Library, scheduled for December 2009, prepared by Holzheimer, Bolek, and Meehan Architects
o. County Courthouse Campus Plan, 2007, prepared by Law Kingdon
p. Transit Development Plan, 2008, prepared by TranSystems
q. Long Range Transportation Plan, August 2005, prepared by Parsons Brinckerhoff
r. Metropolitan Transportation Plan, scheduled for August 2010, prepared by Wilbur Smith Associates
s. Midtown Neighborhood Plan, 2004, prepared by Wichita-Sedgwick County Metropolitan Area Planning Department
t. A Development Plan for the Center City Neighborhood, November 1999, prepared by Development Concepts, Inc.
u. Renaissance Square Development Plan, most recent version, prepared by Law Kingdon
v. McAdams Neighborhood Revitalization Plan, May 2003, prepared by Wichita-Sedgwick County Metropolitan Area Planning Department
w. Central Northeast Area Plan, September 2005, prepared by Wichita-Sedgwick County Metropolitan Area Planning Department
x. Douglas Design District Streetscape Design and Implementation Plan, scheduled for November 2009, prepared by Wichita-Sedgwick County Metropolitan Area Planning Department
y. South Central Neighborhood Plan, May 2006, prepared by Wichita-Sedgwick County Metropolitan Area Planning Department
z. Delano Neighborhood Revitalization Plan, March 2001, prepared by Law Kingdon

9. Incorporation of Major Downtown Projects - The Master Plan will build upon and continue the success of current and past downtown projects. The design team will review these projects to understand their scope and impact on the past and future revitalization of downtown in order to best incorporate them into the development of the Master Plan, including to the development appropriate relationships and linkages. The proposal should indicate the method of review the design team will use and how the design team proposes to information from their review into the development of the Master Plan. The map on page 9 illustrates the major downtown projects of the past, and the map on page 10 illustrates the current downtown projects. The design team's review of major downtown projects should included, but not be limited to, these major downtown projects.

10. Additional Recommended Scope of Services – Based upon a thorough understanding of the expectations of the Master Plan and their industry-leading knowledge and expertise, the design team will propose any additional recommended scope of services not specified in the Request for Proposals that, in the opinion of the design team, are necessary for the development and successful implementation of a Master Plan for downtown Wichita. Likewise, the design team

will recommend modifications to the Scope of Services listed above that, in the opinion of the design team, will result in a higher quality Master Plan than could be accomplished by following the Scope of Services in its entirety. Any such recommended modifications should be noted in the submittal, including the rationale behind the recommended modification.

11. Time for Completion of Project – A detailed timeline should be provided that shows the proposed time for completion for all proposed phases of the Master Plan. The entire process from contract approval to adoption of the Master Plan by the governing bodies as an element of the Comprehensive Plan should take no longer than 14-16 months, and timelines that complete the project earlier are encouraged, if they are feasible.

Major Projects Completed in Downtown Since the 1989 Plan

1. Exploration Place
2. McLean Boulevard
3. Douglas Avenue Bridge
4. Maple/Lewis Bridge
5. Lawrence-Dumont Stadium Renovation
6. Wichita Ice Center
7. Hyatt Regency Wichita
8. Bob Brown Expo Hall
9. Riverbank Improvements
10. Main Street Gateway
11. Two-Way Main Street
12. Downtown Wayfinding System
13. Transit Center
14. Downtown Trolley System
15. Public Parking Garage
16. State Office Building
17. William Street Streetscaping
18. Eaton Hotel Block Renovation
19. Old Town
20. Keeper of the Plains

Current Downtown Projects

Private Sector Projects

A. Broadview Hotel
B. Central Branch YMCA
C. Exchange/Bitting Buildings
D. Wichita Executive Centre
E. Farmers and Bankers Building
F. Landmark Square
G. Orpheum Office Building
H. Sutton Place
I. Petroleum Building
J. Kelly Hotel and Conference Center
K. Wichita High Apartments
L. WaterWalk

Public Sector Projects

1. Topeka Avenue
2. Emporia Avenue
3. William Street
4. St. Francis Avenue
5. Washington and Waterman Intersection
6. State Office Building Parking Lot Expansion
7. Transit Services Parking Lot Expansion
8. Emporia and Lewis New Parking Lot
9. Kellogg Overpass New Parking Lot
10. Elevated Rail Corridor
11. 3rd Street
12. Mead Avenue
13. Washington Avenue
14. Riverbank Improvements
15. Central Library Relocation
16. INTRUST Bank Arena
17. Boathouse
18. Public Plaza at WaterWalk

Proposal Content and Format

All responses to the Request for Proposals shall include the following:

1. Profile of the design team, including identification of the lead firm, the role of each firm on the team, and an organizational chart.
2. For each firm on the team, provide the name of the firm, the year the firm was established, and a brief resume for the executive leadership of the firm.
3. A description of the team's qualifications for the development of a Downtown Revitalization Master Plan including a description of relevant experience on similar projects for each firm on the team.
4. The names and contact information for the specific staff members from each firm who will be assigned to the project, their role in the project, and a detailed resume listing their individual work experience in this role on similar projects.
5. An overview of the implementation status of the design team's key master planning efforts for other clients. The overview should identify the municipality in which the master plan area is located, the client(s) for whom the master was developed, the size of the master planned area, the year the master plan was completed, and the extent to which the master plan has been implemented to date, including, but not limited to, the type of projects completed and the estimated investment in these projects (both public and private).
6. A minimum of three (3) professional references for which a similar project has been completed within the last three (3) years.
7. A detailed proposal, including recommended approach, plan development techniques/processes, timeline, phasing, and deliverables, for the development of a Downtown Revitalization Master Plan for Wichita, Kansas that includes, but is not limited to, the Scope of Services contained in this Request for Proposals.
8. A description of assistance or additional information that will be sought from the City, including assistance or additional information that the City can provide to the design team to lower the cost of the project.
9. An estimated total project fee as well as a breakdown of the fee by project component. The project fee breakdown will identify each component of the proposal that the design team designates as a core service towards accomplishing the Scope of Services. A separate project fee breakdown will be provided for any optional services the design team recommends as a result of the Additional Recommended Scope of Services in the Scope of Services. The City reserves the right to negotiate the final fees and scope of work with the selected design team.

All information submitted becomes the property of the City of Wichita. The City reserves the right to issue supplemental information or guidelines relating to the Request for Proposals during the proposal preparation period, or to make modifications to the Request for Proposals. The design team (including the specific staff assigned to the project) may not be changed from that proposed in the response the Request for Qualifications without written consent of the City. All costs incurred in the preparation of the submittal and participation in the selection process is the sole responsibility of the design team.

Respondents should submit one (1) original and twelve (12) printed copies of the submittal by 5:00 P.M., Friday, August 28, 2009 to:

Melinda A. Walker
Purchasing Manager
12th Floor, City Hall
455 N. Main Street
Wichita, Kansas 67202
(316) 268-4636

Submittals should be sealed and labeled "FP930056-Downtown Revitalization Master Plan."

Questions or requests for additional information regarding the Request for Proposals should be directed to:

Scott Knebel, AICP
Principal Planner – Advanced Plans Division
Wichita-Sedgwick County
Metropolitan Area Planning Department
10th Floor, City Hall
455 N. Main St.
Wichita, KS 67202
T (316) 268-4456 F (316) 268-4390
E-mail: sknebel@wichita.gov

Proposal Evaluation and Selection Process

Final selection will be made following a review and ranking of proposals received. Respondents to the Request for Proposals will be invited to Wichita for interviews. The interviews are tentatively scheduled for the week of September 21, 2009. The interviews will be conducted by a selection team comprised of representatives from the project partners. The interviews of consultant teams will include a session that is open to the public. The City's objective is to select the design team best qualified to undertake the tasks identified. Proposals will be evaluated on the basis of:

1. The design team's experience with similar projects.
2. Qualifications of the staff assigned to the project.
3. Demonstrated capacity to communicate, be creative, and use strategic, effective, innovative approaches.
4. Demonstrated understanding of the project and the City's needs.
5. Proposed approach, plan development techniques/processes, timeline, phasing, and deliverables.
6. Ability to complete the work within the specified time period.
7. Cost of services.

RFP CONDITIONS

1. Certification 1-The Consultant hereby certifies that:

   A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to solicit or secure this Agreement.

   B. The Consultant has not 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 the Agreement.

   C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

2. Certification 2- The Consultant hereby certifies that:

   No Lobbying and Influencing Federal and/or City Employees or City Council Members:

   (a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

   (b) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

3. Certification 3-The Consultant hereby certifies that:

   Conflict of Interest.
   The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

KANSAS OPEN RECORDS ACT

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Proposing firms should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked "confidential" or "proprietary." For any essential information that the proposing firm reasonably believes can be defended as being exempt from disclosure under the Act, the informal must be capable of being separated or redacted from the balance of the proposal and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the proposing firm requests that the City to contact the proposing firm for guidance before making the material public. The City cannot guarantee the confidentially of claimed material, however.

SUBCONTRACTING/JOINT VENTURES

Proposing firms are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and women-owned businesses. A joint venture between two or more firms is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting firms must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

EMERGING AND DISADVANTAGED BUSINESS PARTICIPATION

The City of Wichita encourages all proposing firms to include emerging and disadvantaged business participation in their proposals. Therefore, each proposing firm shall specifically identify the participation of emerging and disadvantaged contractors and subcontractors in the work to be performed by the proposing firm and shall list such emerging and disadvantaged contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.

GENERAL SPECIFICATIONS

PROPOSAL FORMS

All proposals MUST be submitted and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, must be noted in the "Proposal" to be considered. The "Proposal" is to be submitted in an envelope showing a return address, the proposal number and due date. Vendors are requested to submit current literature or brochures relating to their proposal.

CONFLICT OF INTEREST

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

CONTRACT

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all vendors to include emerging & disadvantaged business participation in their proposals.

ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract."

CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors MUST contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate prior to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made before the certificate is issued.

RESTORATION

"Contractor shall, as a condition of the payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded areas). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

FEDERAL EXCISE TAX

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way the amount the City may purchase under the purchase order/contract.

CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company giving in detail the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

AWARD

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part or parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extensions (or total for the items), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.

Exhibit B

SCOPE OF SERVICES

Team Organization

Goody Clancy will lead an interdisciplinary design team in the development of the Downtown Revitalization Master Plan. The design team will consist of the organizations and professional staff that will provide the professional services described below and outlined in the "Team Organization" chart.

Goody Clancy will hold direct responsibility for project leadership and management, planning, urban design, outreach, and integrating the work of the entire team into an "achievable vision"—a plan that is both compelling and pragmatic. David Dixon, FAIA, Goody Clancy's principal in charge of planning and urban design, will lead the team, play an active role in every aspect of the project, and serve as the team's principle spokesperson. He will work closely with Ben Carlson, LEED AP®, Goody Clancy's lead urban designer and the team's project manager, who will direct day-to-day activities and play a leadership role in developing sustainability and urban design concepts. Mary Means, Goody Clancy's director of community initiatives, will draw on her experience as founder of the National Main Streets program and extensive subsequent work with downtown revitalization to take the lead in structuring engagement with the larger community and involving the full downtown community in identifying implementation strategies.

David, Ben, and Mary will form a core leadership team, together with leadership from the partner firms, to brainstorm together and with the client team to ensure that all of the team's work reflects the benefits of an interdisciplinary approach and draws full advantage from resources within both the consultant and client team. David, Ben, and Mary will participate in all major outreach activities, drawing in other team members as appropriate. David, Ben, and Mary will be assisted on the project by Wei Jin, Urban Designer, and Suzanne Hague, Planner.

W-ZHA will provide professional services regarding office and hospitality markets and development financing. Sarah Woodworth, principal of W-ZHA, will contribute her nationally recognized expertise not just in projecting demand for commercial uses that would be desirable for a downtown like Wichita, but her parallel strength in identifying effective public/private partnership strategies that make these uses and housing achievable. Sarah will be assisted on the project by Richard Palk, Vice President of W-ZHA.

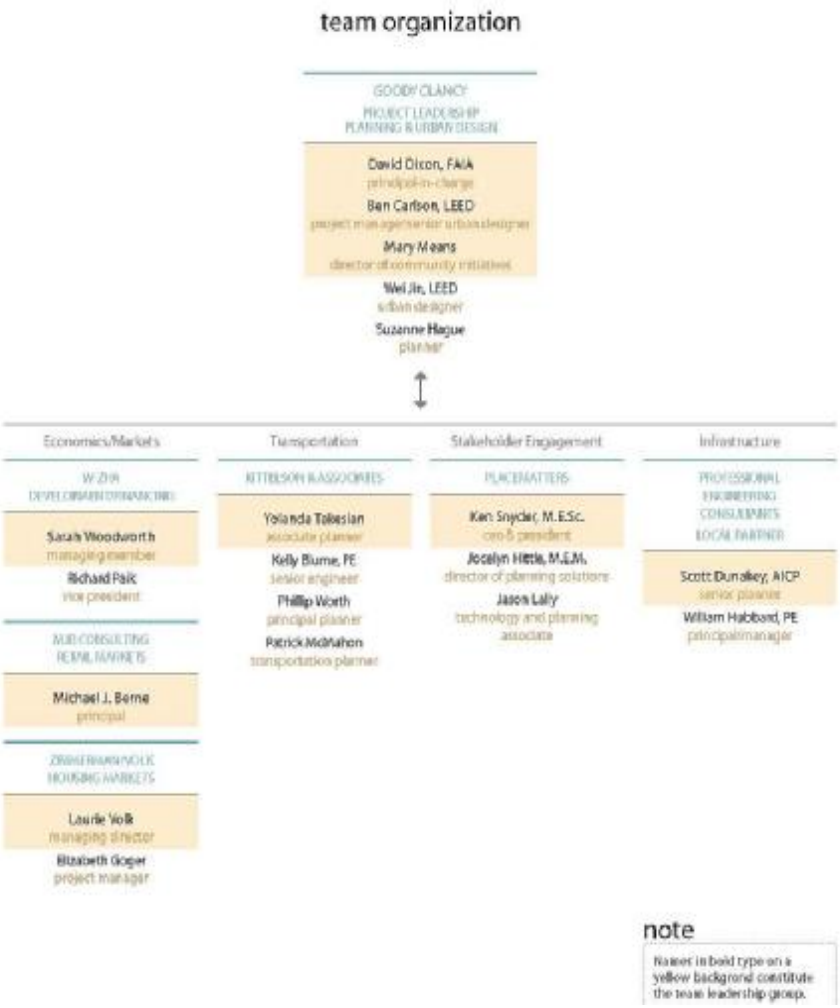
Zimmerman/Volk will provide professional services regarding housing markets. Laurie Volk, principal of Zimmerman/Volk, will contribute her expertise as the leading analyst in the U.S. for emerging and changing urban housing markets. She will provide projections for downtown housing expressed in detailed analyses of housing types and price points to frame innovative revitalization concepts with confidence in what is often the most important underlying economic component of that concept. Laurie will be assisted on the project by Elizabeth Goger, Project Manager with Zimmerman/Volk.

MJB Consulting will provide professional services regarding retail markets. Michael Berne, principal of MJB Consulting, will serve as the third member of the team's economic group because of his particular ability to create well-defined retail strategies that draw on both a strong understanding of local retail markets and an equally strong familiarity with national and local retailers.

Kittelson & Associates will provide professional services regarding transportation. Yolanda Takesian, who leads Kittelson & Associates' community transportation planning practice, will coordinate the team's transportation work and contribute her deep understanding of the full range of engineering, economic, urban design, and planning issues that shape a cohesive and politically achievable downtown transportation agenda. She will assure that the plan addresses downtown access, walkability, parking strategies, character, and related concerns through context-sensitive design strategies. Yolanda will be assisted on the project by the following Kittelson & Associates staff: Kelly Blume, P.E., Senior Engineer; Phillip Worth, Principal Planner; and Patrick McMahon, Transportation Planner.

PlaceMatters will provide professional services regarding stakeholder engagement. Ken Snyder, CEO and President of PlaceMatters, will provide expertise in using tools ranging from face-to-face meetings to a variety of technology-based approaches that allow large numbers of people to express opinions and respond to planning options. Ken will be assisted on the project by the following PlaceMatters staff: Jocelyn Hittle, Director of Planning Solutions, and Jason Lally, Technology and Planning Associate.

Professional Engineering Consultants will provide professional services regarding infrastructure. Scott Dunakey, Senior Planner, and William Hubbard, Principal, of Professional Engineering Consultants will contribute their broad familiarity with downtown, in-house technical expertise in engineering and land development, and skill in supporting a community-based planning initiative in which communication with stakeholders will be an essential component of every task.



General Approach

The design team will utilize the general approach described below in the completion of the project.

This planning process will accomplish three central objectives:

1. Create an inspiring vision for downtown that gathers individual districts and assets into a strong and dynamic whole. Downtowns thrive on the interaction of complementary activities, places and people. Cultivate synergies among elements that are individually strong yet lie largely in isolation.

2. Craft a practical plan for making the vision real. Successful downtowns are built on solid market economics and the opportunity for numerous stakeholders to take individual initiatives that produce shared benefits. Targeting real market opportunity and enabling local entrepreneurship will catalyze progress toward the vision and require minimal public investment.

3. Make the case that downtown matters…to the whole region. Downtown's real estate economics, transportation network, recreational and cultural amenities, and other key elements anchor larger regional systems. Only by making the case that a successful downtown benefits the whole region, can the plan—and the process of its creation—earn the broad political will needed to fully support downtown's success. As the regional economy diversifies away from manufacturing, downtown has unique potential to expand innovation and economic value through synergy: a place where multiple business and government enterprises, destination entertainment and tourism, lively pedestrian-oriented retail environments, downtown living, and the unique place-identity and recreational value of the Arkansas River all work together.

These objectives will pervade all aspects of the planning process. They are constants that will provide focus amidst the finer details of issues and process.

The design team's approach stems from key goals related to the priority plan components identified in the Request for Proposals and as further described below.

Grand Vision

- Tie a multiple, significant past and pending initiatives—from the Delano and Arena Neighborhood revitalization plans to Visioneering Wichita—into a greater whole.
- Nurture the "Next Great American River City" by discovering new opportunities to access and celebrate the Arkansas River in a way unique to Wichita.
- Leverage downtown successes—such as the emergence of Old Town as a residential neighborhood, restoration of historic buildings, and destination appeal of Century II and the convention center—to encourage new investment and growth.
- Address emerging issues such as demographic trends making urban living more attractive to people across the age spectrum.
- Find synergies among downtown's parts. How can new housing cultivate a downtown workforce that will in turn attract new jobs? How can improved downtown walking, transit and biking infrastructure free up parking lots for new, higher-value development?
- Identify any critical missing links among Downtown's strong park and recreational resources that could further strengthen their value.
- Make the vision compelling—to inspire follow-through leadership and investment.

- Demonstrate downtown's importance to the whole region.

Market Driven

- In the residential sector: Build on the market success of Old Town and further expand its critical mass. Aim to locate more housing amid commercial development to keep streets active 24/7. Seek opportunities to spark reinvestment in adjacent neighborhoods.
- In the office sector: What makes—or could make—downtown a compelling office address? What are its natural markets and how can we cultivate them further? How should new jobs in the government sector be best located to enhance downtown?
- In the hospitality sector: What are the prospects for hotel and convention center market growth? How can Wichita best take advantage of upcoming opportunity to expand convention facilities onto the current library site? How can we forge better synergies between the hospitality market and the river setting, retail and restaurants, transit and other elements?
- In the retail sector: Determine untapped retail demand and identify ways to create additional demand, such as through creation of more downtown housing. Identify the target locations and corridors that will most effectively cultivate retail. Coordinate with urban design efforts to promote active pedestrian-oriented ground floors.

Community Engagement

- Build on the momentum of engagement and enthusiasm begun by the mayor and WDDC, and previously by the Arena Neighborhood Revitalization Plan, Visioneering Wichita, and other inclusive planning initiatives.
- Make downtown matter to the region as well as immediate stakeholders. Build its constituency, and translate this into political will to achieve the vision.
- Hold an informed community discussion on the complexities of downtown planning, with input from expert national and local perspectives.
- Make downtown's opportunities and choices palpable with clear illustrations of precedents and modeling. Incorporate community feedback through a series of refined iterations to make the vision offer as much as possible to as many stakeholders as possible.

Clear, Concise Objectives and Strategies

- Capture the path to the vision in memorable, simple sets of broadly endorsed core objectives and the right strategies to reach them.
- Make the strategies support each other.
- Build in the flexibility to accommodate unexpected future opportunity.

Transit Plan

- Address transit through a multimodal approach, fully coordinated with current parking policy, and with streets that invite walking and biking.
- Identify the opportunities offered by improved transit:
    - increased development value, opportunity and quality through expanded transportation choices and workforce access, and reduced parking costs;
    - parking freed up for redevelopment, and street lanes now occupied by short intra-downtown trips freed up to accommodate broader sidewalks and bike lanes;
    - improved headways and routes;
    - additional markets that can help expand the "Q" into a more comprehensive downtown circulator service; and

    - leveraging the transit center site to support additional development.
- Determine feasible funding scenarios, looking to a range of sources, including parking revenues and employers (in exchange for reduced parking development costs).

Implementation Plan

- Prioritize vision initiatives.
- Set a realistic timetable for a series of achievable milestones that will provide ongoing benefit and catalyze further initiatives.
- Identify an accountable and motivated agent for each task.
- Ensure opportunity for many stakeholders to contribute through their own initiative.
- Identify a priority set of catalyst projects with near-term feasibility. Match each of these to a realistic finance/incentive plan (to the extent necessary) and to a payback plan that gives the City a compelling return.
- Develop the implementation plan from the outset of the downtown master planning effort. Know the real opportunities for vision leadership and investment, and build the plan around these.
- Ensure a compelling benefit for all stakeholders.

Fiscal Responsibility

- Base economic modeling on realistic financial analysis, accepted by private and public stakeholders alike.
- Know the full range of effective public-private finance tools at hand. The more financing tools we have available to support downtown's economic development, the better the community can respond to public improvement needs, with the most timely, fair, and effective approach needed.
- Adhere to a primarily market-driven vision. Where are the real opportunities?
- Understand the constraints on market-led development, as these can be the key to crafting good public policy. Use policy to influence and/or remove constraints in a manner that allows the market to develop products that make both market and economic development sense.
- Keep a long-term perspective. The best public policy frequently looks to the long view rather than the incremental perspective that market considerations often emphasize. Identify the best opportunities that will both capitalize on near-term investment potential and lay the groundwork for continued district-wide growth as they generate amenities, critical mass and spinoff development.
- Address the important consideration of how funding of public investments should change over time as the value of downtown changes.

<u>Detailed Approach</u>

The design team will utilize the detailed approach described below and illustrated on the "project timeline" in the completion of the project.

Grand Vision

A successful vision depends on integrating key economic, political and design factors affecting the aspirations and opportunities for downtown Wichita. The overarching goal will be to create significant and lasting value for individual property owners, downtown as a whole, and the greater city and region.

- We will meet with a comprehensive range of key stakeholders at the outset so that the plan comprehensively addresses their goals and concerns and thus earns the support needed to advance. As a prelude to this, we will hold a kickoff meeting with City/County/WDDC project leadership to identify core issues and key stakeholders, and refine scope as appropriate. We suggest including a downtown bus tour as part of this. We will determine the central objectives of private property owners, businesses, institutions, residents, adjacent neighborhoods, the City and County.
- We will review existing and past plans and policies by first meeting with you to confirm the intent, content and standing of each one, then sharing and studying them among our team disciplines as appropriate. Final implementation strategies will directly reference appropriate existing plans and policies wherever possible to avoid redundant efforts and reinforce existing policy structure. We will make recommendations on modifying policies as needed.
- We will asses demographic trends in association with market analysis, to understand the composition of people downtown, their needs and preferences.
- We will analyze existing conditions and regulations governing land use, development, safety, and public infrastructure and services. We will determine the development capacity and character that are embodied in today's zoning, area plans and design guidelines. Do these need to change? How do existing land use and physical conditions in the public and built realms suggest where we should target downtown reinvestment?
- We will translate new land use opportunities, revealed by market studies, into appropriate types of urban buildings and public spaces that offer high value to their owners, users and to the public. Housing market segments, for instance, will likely suggest a specific mix of unit and building types. We will accommodate parking in ways that address needs of downtown activities while minimizing its impact on development capacity and quality street character. We will provide high-level recommendations on development and design guidelines.
- Final vision opportunities and recommendations will be articulated in terms of near-term catalyst projects and overall 20-year development opportunity. We will select catalyst sites that offer compelling strategic rewards in advancing vision goals, and ready implementation. Overall long-term development opportunity will be described with an eye to ensuring sufficient critical mass of development in specific development phases and downtown areas.
- We will use clear visualization to help people understand opportunities and choices:
  - The big changes possible through this vision plan can be as daunting as they are exciting. Apprehensions and misunderstandings about potential change can be a major obstacle to effective planning. Our strong visualization and conceptualization capabilities address this by making abstract ideas real. We make sense of real estate economics by charting the workforce and demographic trends that influence where people choose to live, work, shop and gather. We then provide examples of the cultures, land uses and building typologies these trends translate into. We diagram qualities of urban character, illustrate zoning envelopes in three dimensions, and provide photographs and local examples of useful precedents. Our vision renderings pull together urban design, architecture, development economics, culture and other elements into compelling illustrations of real opportunities. We clearly diagram different choices available and the contrasts among them. All this will help make Downtown Wichita's opportunities palpable, its decisions objective, and its trajectory predictable.
  - An iterative process of providing visual information most effectively builds on stakeholder input and lends a vision plan important detail and nuance. We will manipulate three-dimensional computer models and poll participants on important questions in real time during meetings to explore and refine alternatives.

- We will demonstrate alternatives and new approaches being used around the country
  - Downtown already showcases state-of-the art approaches to downtown management, recreation networks, revitalizing historic assets, and other ingredients of successful downtowns. Our team supplements this with further national and international knowledge of best practices and instructive precedents. Clear illustrations of concepts and their successes and failures elsewhere strongly contribute to informed and efficient decision-making.
  - Expanding stakeholder familiarity with state-of-the-art approaches helps a vision plan be both bold and practical.
  - A broad perspective on alternative approaches must not exclude local knowledge and success. It is important to draw upon proven local approaches that stakeholders understand well. We welcome the opportunity to engage our local team partners who have deep familiarity with downtown, as well as other local professional and community organizations that can play specific roles in the community education and visioning process, and in ultimate plan implementation.

Market-Driven

We take pride in anchoring our vision concepts in real, high-value market opportunities. This makes the most of potential downtown development value and private entrepreneurship. Because thorough market understanding is so critical to a downtown vision, we have assembled a team of nationally recognized specialists in the distinct areas of residential (Zimmerman/Volk Associates), office and hospitality (W-ZHA), and retail (MJB Associates) markets. Their thinking will be coordinated under the leadership of W-ZHA, and further integrated into the overall process by Goody Clancy through our strong established working relationships with all three specialists. We will take a unique approach to each of these market areas.

Residential

The significant transformation of American households (particularly shrinking household size), combined with steadily rising traffic congestion and unstable gasoline prices, has resulted in significant changes in neighborhood and housing preferences, with major shifts from mostly single-family detached houses in lower-density suburbs to higher-density apartments, townhouses, and detached houses in pedestrian-friendly, mixed-use downtowns and urban neighborhoods. This fundamental transformation of is likely to continue for at least another decade, representing an unprecedented demographic foundation on which cities can rebuild urban neighborhoods. With the introduction of new housing targeted to 21st-century housing preferences, downtown Wichita will be well-positioned to benefit from those changes in market preferences.

The residential market study will therefore determine:

- where potential renters and buyers of new housing to be built within downtown and adjacent in-town neighborhoods are likely to move from (the draw areas);
- who currently lives in the draw areas and what they are like (the target markets);
- how many would be likely to move downtown and the adjacent neighborhoods if appropriate housing units were made available (depth and breadth of the market);
- what their housing preferences are in aggregate (rental or ownership, multifamily or single-family);
- what their alternatives are (relevant new residential construction in the Wichita market);

- what they will pay to rent or buy newly built dwelling units downtown and adjacent neighborhoods (market-entry rents and prices); and
- how quickly they will rent or purchase the new units (market capture/absorption forecasts).

The methodology driving this analysis is a proprietary target-market methodology, developed by Zimmerman/Volk Associates (ZVA) in response to the challenges inherent in applying conventional supply/demand analysis to urban development and redevelopment. Supply/demand analysis ignores the potential impact of newly-introduced housing supply on settlement patterns, which can be substantial when that supply is specifically targeted to match the housing preferences and financial capabilities of the draw-area households.

Office and Hospitality

W-ZHA's approach begins with an objective assessment of existing performance. It is important to understand how a downtown, a city and its metropolitan area are performing today. Performance measures include fiscal indicators (property tax rates, the City's bond rating, commercial versus residential tax revenue, etc.); economic indicators (employment trends, housing values, office rents, retail sales per capita, land use absorption rates, building permits, jobs-to-labor-force ratio, industry composition, wages, etc.); social indicators (educational attainment, crime statistics, median income, household age distribution, migration trends, etc.); cultural assets (museums, presence of a symphony, number of entertainment venues, institutions of higher education); and demographic trends (population and household trends over time, ethnic/racial composition, etc.) as well as other factors.

We evaluate and present these factors at the start of the planning process. As part of this analysis, we work with the City to identify "peer" downtowns/communities to which we would compare Wichita's performance. "Peer" downtowns/communities can include rivals or those with qualities to which Wichita aspires. This analysis will illuminate the strengths and weaknesses in downtown Wichita and the metro economy overall. It will also provide a foundation from which target benchmarks may be developed and, ultimately, measured. We will present this analysis alongside an assessment of the physical and functional characteristics of the city to understand how these interact with market potential.

W-ZHA's next step applies market potential to a timeline, developing an understanding of near-term market realities and potential mid- to long-term niches. Market analysis can identify near-term (7- to 10-year) development potential for a range of land uses. Each market analysis will reveal Downtown's competitive strengths and/or weaknesses in retail, office, residential, industrial/service, hotel, and civic uses. Supportable square feet/units, price points, and required amenities will be projected.

Just as important, we provide market-analysis conclusions on a larger scale, assessing Downtown's potential long-term economic position(s) in the region. Potential economic positions are crafted based on an understanding of Wichita's overall economy. Because these alternatives are more long-term, the function of the market analysis is to identify potential future Downtown roles and the changes in land-use mix needed to support the role. Our conclusions draw upon both local market realities and national experience with downtown economic development.

W-ZHA will study and compare alternative development options as described in the Fiscal Responsibility section below.

Retail

Much hope attends the new INTRUST Bank Arena and its expected impact on retail vitality in downtown Wichita, especially on streets like East William and East English that will connect it to the Century II Convention Center, Water Walk and the riverfront, and East Douglas toward Old Town.

Arenas and convention centers, however, primarily fuel dining and nightlife, and while there might be a desire for more restaurants and entertainment venues, one should first analyze the true extent of the demand before designating too much additional space for such uses.

Indeed, Water Walk might be struggling to fill its space because it has, simply put, hit a ceiling: it is focusing on food and fun, and perhaps there is room for only one such district (Old Town) in Downtown Wichita. The Arena could help in this regard, but until the publicly subsidized Water Walk is a rousing success, it might not make sense to split the pie still further.

Instead, the focus could shift to other kinds of retail—for instance, comparison goods (e.g., clothing, shoes). Received wisdom says that a critical mass of such shops is unlikely to materialize until the Downtown residential population reaches a certain threshold. However, this downplays the possibility that the Downtown could emerge as a shopping "destination" for the larger region, just as it has for dining and nightlife.

Sales-leakage analysis is often used for these purposes. This methodology suffers a critical shortcoming as a means of assessing retail potential, however. A successful shopping precinct meets not simply the demands of the consumer, but those of the prospective tenant as well. It is not only about what people need or might want, but also, what the retailers themselves require and prefer.

Retailers do not assess opportunities in a vacuum, but rather against available alternatives. A downtown, for instance, might be "leaking" sales in clothing, and might even meet all of the market thresholds for a given national apparel brand, but another business district could surpass those thresholds, and the latter would land the tenant.

Take large "mass-market" chains, for example. Even if the leakage analysis suggested an opportunity for Downtown to recapture sales in their respective categories, these operators would, for a variety of reasons, still prefer to locate in enclosed malls like Towne Square West and Towne Square East, or lifestyle centers such as Bradley Fair.

Of course, "mass-market" chains do not satisfy everyone, and smaller niche markets might exist that current competitors are not filling effectively. Again, the sales-leakage methodology provides little direction: it might point to clothing as a category with potential, but it does not say what kind of clothing and for which sort of consumer.

Truly understanding such niche opportunities requires a close look at the region's various submarkets; an understanding of where consumers in those submarkets currently shop, dine and

recreate; an assessment of whether those competitors truly give niche consumers what they need and want; and, finally, determining whether Downtown is well positioned to take advantage of opportunities identified.

For instance, even a commuter-oriented institution like Wichita State University should be able to support a "college strip," yet, there doesn't appear to be one anywhere in Wichita. Students already use Old Town for nightlife and entertainment—can that be leveraged to attract comparison-goods retailers to Downtown that cater to the same customers?

Similarly, there appears to be no true open-air, walkable shopping precinct where the progressively minded, vaguely alternative residents of neighborhoods like Old Town, Riverside, and Delano can stroll and browse among a concentration of comparison-goods boutiques geared toward their distinct worldview and sensibilities.

This brings us to the subject of psychographics, a means of understanding submarkets that will be critical to this assignment. Most people understand psychographics intuitively. Take the Riverside neighborhood, for example. It is associated, rightly or wrongly, with residents who live in old Victorian housed, are progressively minded, ride bicycles (rather than driving cars), support locally owned small businesses, and caffeinate at independent coffeehouses like Riverside Perk. Using psychographics, many urban business districts that lack the guaranteed traffic streams of conventional anchor stores have been able to define and differentiate themselves. Both consumers and prospective tenants will gravitate to streets that express how they themselves wish to be understood and seen, that project a "brand" with which they want to be associated.

By homing in on a particular psychographic segment, we can effectively "position" a business district as a larger destination, able to appeal to all of those within the city and the region who share that same lifestyle or sensibility, wherever they may live. Of course, as described above, it must be a segment underserved in the marketplace, both by existing competitors and possible future ones.

Once Downtown's niche potential is fully understood, a viable clustering strategy must be developed. That is, toward which subdistricts and streets should different types of retail be steered, based on co-tenancies, space availabilities, location of traffic drivers and parking facilities, circulation patterns, visibility, etc.? What parts of Downtown are not meant for retail at all?

Answering these questions, and devising such a strategy, is essential for Downtown to enjoy the synergies that result from co-locating businesses with similar target markets, and avoid the danger of cannibalization that arises when different subdistricts and streets compete for the same customers and prospective tenants.

Of course, all of this—the positioning of the Downtown, the strategy for clustering—means very little if the landlords of the retail space (and their brokers) are not on board and do not follow through. The community engagement effort will include these key implementers—and they will be solicited during the analytical phase for their input—but they also will be part of a separate process devoted exclusively to securing their buy-in to the plan's retail strategy.

Community Engagement

We believe strongly that beginning with the end in mind is the key to implementation. And the end is a downtown plan that enjoys a climate of strong, wide and deep public support. We have found that community engagement and success in implementation are directly linked. The RFP rightly places emphasis on educating the community about the various disciplines involved in creating the Master Plan and how they link the grand vision to emerging implementation strategies. The work of the Master Plan team will build from the strong foundation created during the recent Visioneering Wichita process, which energized thousands and confirmed that having a vibrant, thriving downtown is a widely held community aspiration. The veritable army of volunteers that remain enlisted in Visioneering represents a strong asset for the downtown Master Plan.

The major activities of the engagement strategy will occur at key intervals over the course of the planning and are intended to foster a sense of discovery, ownership and momentum for the emerging Master Plan. The Goody Clancy team will conduct a series of five public workshops and one final presentation over the ten-month process. With separate community sponsorship (speaker honoraria not included in the fee for services for this contract), three of these gatherings could feature nationally known speakers. Some of our suggestions include:

- Richard Bradley, President and CEO, Downtown BID, Washington, DC
- Carol Coletta, President, CEOs for Cities
- Chris Leinberger, visiting fellow, Brookings Institution
- Alex Marshall, author of How Cities Work

Public Workshop #1. Walk-shop. Soon after project start up, the Goody Clancy team will invite volunteers from in and around downtown to participate in "walk-shops" and use their cell phone cameras to create a visual record of places and qualities they really love about downtown, and those places that could stand a little more attention to be truly attractive and inviting. These "walk-shops" will take place at lunch time on multiple days over a two-week period, using instructions created by the Goody Clancy team and distributed to interested citizens. The following week, PlaceMatters will work with Goody Clancy to structure an evening workshop where these photos, along with maps created by the team will make visible the strategic assets and obstacles to having a vibrant, walkable downtown environment—a cornerstone for downtown living. Images from the walk-shops will also become part of the website content and storefront displays.

Public Workshop #2. "Envision a Great Downtown." This interactive workshop will feature a joint presentation by Goody Clancy principal David Dixon and a noted guest speaker on trends and building blocks for a vibrant downtown as the center of a thriving region. Following the presentation, and using visual and spatial analysis tools developed by Goody Clancy, participants will work in small discussion groups facilitated by community volunteers trained by the Goody Clancy team. The purpose of the evening is to articulate elements of a vision for downtown Wichita in 2030. The Goody Clancy team will then meld the elements into a draft vision statement to be refined with the Steering Committee in a work session in which draft goals are also developed.

Public Workshop #3. The Downtown Wichita Charrette. This two-day event will take place late Friday afternoon and evening, and most of Saturday in a space that can accommodate both Friday's lectures/presentations (an auditorium) and Saturday's hands-on work in small groups around tables and maps. The Friday program will set the stage: three or four short (15- to 20-min) informational presentations followed by facilitated discussion among presenters and the audience. Presenters will include team members Sarah Woodworth and Laurie Volk on markets for downtown investment in

Wichita; Yolanda Takesian on the potential for more "complete streets" in downtown Wichita; and Mary Means on "optimally managing downtown."

Saturday morning's work will identify nodes of activity in and around Downtown and will develop principles for enhancing their vitality and strengthening connections among them. The afternoon sessions will build on these, and the draft vision statement created previously, to create overall vision scenarios. Participants will work with members of the Goody Clancy team and trained volunteer facilitators in small groups using maps and photo montages, enabling direct, informed input from everyone.

Public Workshop #4: Strategies for a Vibrant Downtown. This time, the balance will combine a presentation of market-based draft strategies for downtown, building from the team's analysis and input from the previous workshops, with small-group discussion and response.

Public Workshop #5: The Draft Plan for Downtown Wichita. The framework and strategies of the downtown plan will be rolled out in a highly visual presentation by the Goody Clancy team, followed by small-group discussion where the focus is likely to shift to assets and resources for implementation.

Final Presentation. David Dixon and key members of the Goody Clancy team will present the final Master Plan for Downtown Wichita to the community. We have traditionally structured this presentation to include commentary by a panel of key downtown stakeholders.

Goody Clancy will devise the agenda and exercises for the public workshops, produce layperson-friendly graphics and written materials, and coach local volunteer facilitators to lead and document small group discussion. The Chamber of Commerce/Visioneering Wichita are expected to provide the volunteer facilitators.

Website and Newsletters. Goody Clancy is known for the effective use of Web technologies for keeping community stakeholders informed and involved via content-rich sites that include periodic on-line opinion surveys, even testing a range of visual preferences. The WDDC MOMENTUM website is an excellent one, and Goody Clancy will work with WDDC's designers and webmaster to populate the site's master plan pages with rich, user-engaging content. A project calendar, invitations to public workshops, presentations and summaries from workshops will be posted on the site. Periodically—at least four times during the Master Plan process—an e-newsletter will be produced and distributed to WDDC and city e-mail lists.

Media Relations. No matter how active an outreach campaign, the great majority of Wichita residents will receive most of their information about the Master Plan process from newspaper, radio and television coverage. The Goody Clancy team will rely on WDDC and Visioneering Wichita's coterie of media-savvy volunteers to assure constructive coverage. We will routinely use a variety of media—from interactive websites and social networking tools, to traditional flyers, newspaper articles and announcements, television and radio coverage, storefronts, and direct outreach in person to representative organizations—to draw diverse stakeholders into the process at a variety of levels and keep them informed on its progress.

Clear And Concise Objectives and Strategies

We build plans around simple, memorable lists of vision objectives and implementation strategies that resonate with the whole community. These translate inherently complex downtown issues into plain English, and organize them around critical factors. This framework then establishes priorities among action steps and evaluation standards.

We identify critical downtown issues by layering input from stakeholder interviews and community outreach upon our own technical analysis and experience. We repeatedly ask community members to prioritize their concerns at the level of the individual stakeholder, the small group, and the large group to determine the most strident and broad-based concerns. Team analysis examines root causes and effects at play behind these concerns.

We refine the set of core objectives and strategies through these steps:

- Emphasizing areas of common concern in all public forums. Groups of downtown stakeholders rarely find complete agreement around a set of issues, but frequently all find some shared agreement. We make a point of concluding every discussion with a summary of shared concerns, and enabling people to tolerate elements with which they disagree by helping them hear and understand other peoples' perspectives.
- Determining priorities. The emerging areas of common public concern naturally reveal priority issues. We further set priority objectives and strategies by assessing which factors depend on others, and by identifying low-hanging fruit—the strategies that will produce results most efficiently.
- Selecting strategies "with legs." From the start, we focus on those strategies with natural leaders and resources.
- Pegging results to intent. A clear set of objectives enables the plan to identify the qualitative and quantitative standards by which plan performance should be measured. We illustrate vision objectives with renderings and relevant precedents to help people easily apprehend the qualitative goals behind more detailed policy.
- Integrating team knowledge through Goody Clancy's leadership. Our principal and project manager function as a clearinghouse for team understanding, ensuring that objectives and strategies reflect a coordinated team approach.
- Focusing most effort on the hardest questions. Inevitably, certain issues will rise to the fore. Our team offers the flexibility and perspective to direct our time and resources where they will be most effective.

Transit Plan

- Vision – A grid of streets, a web of sidewalks, a network of transit routes, and a system of bicycling amenities provide access to all that downtown has to offer. Access is the life-blood of economic and cultural vitality. Economic growth, represented by new development and revitalization, will require additional access, and Wichita's vision must speak to this in creative and innovative ways. Cities like Portland, Charlotte, and Denver have followed a vision for their downtowns that has expanded access by transit and walking while diminishing the impact of autos on street and parking capacity. The quality of the downtown environment has been greatly influenced by these transportation decisions.

Downtown circulation presents a number of challenges, such as rivers and railroads that limit east-west street continuity, superblocks that interrupt the street grid for all users, dispersed destinations, and a mix of one-way and two-way streets that can confuse the infrequent user. The vision for downtown must provide a comprehensive view of the transportation system to establish an appropriate context for addressing these individual challenges. Each characteristic of circulation, from safety and freedom of movement to wayfinding and aesthetics, must be determined to ensure that businesses, residents, visitors, and tourists find downtown Wichita to be a world class city.

- Existing Conditions – Our approach to mobility and downtown circulation begins with a description of the transportation context of downtown. Using the recent TDP as the starting point, our mapping and assessments will characterize the influence that downtown's built environment has on the quality of today's transit system. We will perform an assessment of pedestrian and bicycle systems as complementary and supportive of transit. Elements such as real and perceived safety, the average capacity and vehicle speeds on key streets, amenities needed to encourage walking and bicycling and other elements that contribute to the quality of the user experience. Building on the recent Parking and Mobility Master Plan, the efficiency and effectiveness of the on-street and off-street parking system will also be summarized. The access and circulation characteristics of the existing grid network of streets will be evaluated (as a combination of one-way and two-way facilities) in relation to their support for transit and pedestrian activity.

- Achieving a Transit Vision – Our work will focus on two main aspects of the transit system: a transit-supportive environment and the service supplied. In addition, we will provide a foundation for the third leg of the transit stool, demand for the service.

  A transit-supportive environment includes the buildings, open-spaces, activities, and pathways to and within the downtown. Continuing a recent trend of dense housing downtown will produce the critical mass needed for transit to succeed and provide the much needed "reverse commuter" who supports employment centers outside of the downtown. This will not only help transit service be productive in both directions—rather than into the city in the morning, and back out in the evening—but it will also bring more people to the street, adding to the security and vitality that enhance the pedestrian experience.

  We will seek to create agreement on aspects of the plan that permit appropriate zoning and development changes and catalytic projects for targeted higher-density development with reduced parking. Because transit, walking and biking will be viable options, less parking will be needed. Recommendations will be prepared for the policy, management, and operations components of the transportation system that serves downtown. Parking policy will also unlock opportunity to redevelop parking lots with uses and buildings that restore economic vitality and attractive walking, working and living environments to downtown. Recommendations for improvements in the arrangement and function of streets for transit access and circulation will be in balance with overarching goals for a safe and pleasant pedestrian environment. We will associate transportation enhancements with catalyst sites, as well as improvements that coincide with future levels of employment and residential activity in the downtown core. Thus, the implementation element of the plan is clear in its recommendations, yet flexible in responding to the dynamics of the Wichita economy.

The second element of achieving the vision will be to develop a detailed transit plan. A transit-supportive environment sets the stage for success if the transit service is there to support the development. Transit service needs to connect people to work, school, shopping, appointments and recreation. A detailed transit plan will be developed for the downtown that recognizes activity centers and provides supporting levels of service. The service plan would include service coverage within the downtown, routing to service transit streets, frequency, hours of service, and days of service. Improvements in the Q-Line that provide easy movement within downtown will be identified as short-term implementation strategies. Transit-oriented development around high-capacity transit, perhaps even a streetcar line, could be a part of the long-term vision for transit and development within Downtown.

The third element of achieving the vision will be to generate demand for transit service. The steps described above will provide the foundation for creating demand: mixed land uses, connecting activity centers, and frequent service running most hours of the day, are the foundation of an effective transit system. Ultimately, however, this will not be enough to create strong demand for transit services. Transportation is a heavily marketed field, with sophisticated product development driven by the auto industry. Transit can compete, but only if it adopts and embraces the same customer orientation as the private sector. Transit systems, such as TriMet in Portland, Oregon, recognized this early on and have demonstrated how well it works in building a vibrant downtown and a vibrant region. Through the public involvement process we will collect public opinion and image data that can help shape future Wichita Transit advertising and marketing campaigns in the short-term and provide a foundation for future image-building work.

- Public Involvement in Transit – For transit to succeed in the region, it needs to succeed downtown. Our work with the public and decision-makers will engage participants in the preparation of a long-range vision that recognizes transit as a central component of a strong downtown, and a strong downtown as a vital component of a successful transit system. We will focus on building a world class downtown environment that embraces transit, while recognizing its role in the greater Wichita region. While the vision is under the control of the transit district, it takes regional cooperation to make plan implementation a success. The WAMPO Metropolitan Transportation Plan development process should incorporate this vision.

  Key questions about the priority modes of access, the priority users of downtown, and the desired quality of the environment will be asked and answered by the downtown stakeholders. The effects of visionary choices such as increasing downtown residential development, expanding transit service, and constraining parking supplies will be investigated and reported in useful and creative ways for the public and decision makers. Our focus will be to highlight the meaningful trade-offs of options being considered to support meaningful public discourse and enable consensus-based decision-making.

Implementation Plan

Turning the goals and strategies of the Master Plan into programs, projects and activities will take a prioritized action plan to guide implementation. Yet implementation begins well before the action steps section of the Master Plan is drafted. Key questions for implementation include: Who needs it? Who wants it? What will it cost? Who can help pay for it? What benefit will they be seeking? What is the likely return on investment—in both financial and community benefit terms? During community

visioning sessions, we ask people to dream big, but we constantly translate those dreams into achievable goals.

Throughout the planning process the Goody Clancy team will ensure that key stakeholders are involved and kept informed of the plan's evolution. Development strategies for enhancing ground floors of existing buildings, creating infill development, making better pedestrian connections, enlivening downtown with imaginative programming and more will emerge during the course of planning. During the planning process, we repeatedly seek and integrate input from elected leaders, economic advisors, community management organizations and others familiar with local keys to success. Guided by the vision, goals and strategies, the Goody Clancy team will consult with key stakeholders around "preliminary solutions for testing," to educate and float ideas as "contingent commitments" are sought ("…if owner A were to agree to do XYZ, could you see yourself doing EFG?") so that as the Master Plan enters the draft plan stage, it is likely to have captured and enhanced through synergy the ideas and potential projects of major stakeholders.

With the WDDC already in place, along with a number of financial tools, the basic platform appears to exist for a strong implementation component. Prior to the public workshop on the draft plan, key members of the Goody Clancy team will conduct briefings/work sessions with clusters of key downtown property owners and with city agencies to focus on implementation resources (institutional, civic, fiscal and private) that can, if harnessed strategically, set the plan in motion. Our implementation approach emphasizes that the design team will generally not be around to guide implementation. Rather, we put the right tools into the hands of the people of Wichita—the most appropriate leaders to build the vision. In the scope section we do identify some optional team services that can supplement local leadership with additional technical support for implementation, such as additional support for retail entrepreneurs and transit image-building.

Our implementation strategies will make direct reference to appropriate existing plans and policies wherever possible to avoid redundant work and reinforce existing policy. We will make recommendations on modifying policies as needed.

We work from six fundamental principles to ensure that our plans create the desired results:

- Apply rigorous technical analysis to ensure that the process is informed by market and economic reality throughout. In addition to other factors, market, economic and financing realities must be considered from the onset of the process. This information is vital for the community to understand the trade-offs associated with different objectives and strategies. Only with a full understanding of the physical, social and economic issues can the community make informed decisions.
- Employ market analysis findings to develop a strategy targeted to achieving near-term private investment. The implementation of near-term target projects sustains Plan momentum over time. Near-term target projects should capitalize on market opportunities and leverage additional private investment. How to make these projects happen is part of the Master Planning process.
- Understand the opportunities and challenges facing the private investor and craft incentives and public financing instruments specifically designed to remove obstacles. In real estate development, the project drives the financing, not the other way around. Once target projects are identified, innovative financing instruments and incentives need to be developed or employed to make them feasible.

- Realize that management is everything and information is power. Task allocations, budgets, schedules, milestones, benchmarks and data gathering are all part of the implementation plan. All too often, downtown economic development success is measured with anecdotal information. The Plan and its implementation program should include a "report card" to measure performance over time. The report card approach measures success, enhances accountability and provides a basis upon which to better accomplish objectives.
- Be bold and incremental at the same time—identify early actions for early successes. Successful plans offer both far-reaching goals to muster determined efforts, and regular interim milestones delivering near-term rewards and affirming the progress working toward those goals. As an example, for every major new strategy in the New Orleans master plan, Goody Clancy provided clear "first steps" to get started.
- Make explicit roles and responsibilities for each major action. Implementation of a downtown plan is akin to leading an orchestra. With the master plan as sheet music, and with clarity about linked, sometimes interlocking actions, each major player is identified, with the sequence of participation clearly laid out. Unexpected opportunities will arise (as will glitches—such is life), and adjustments can be made.

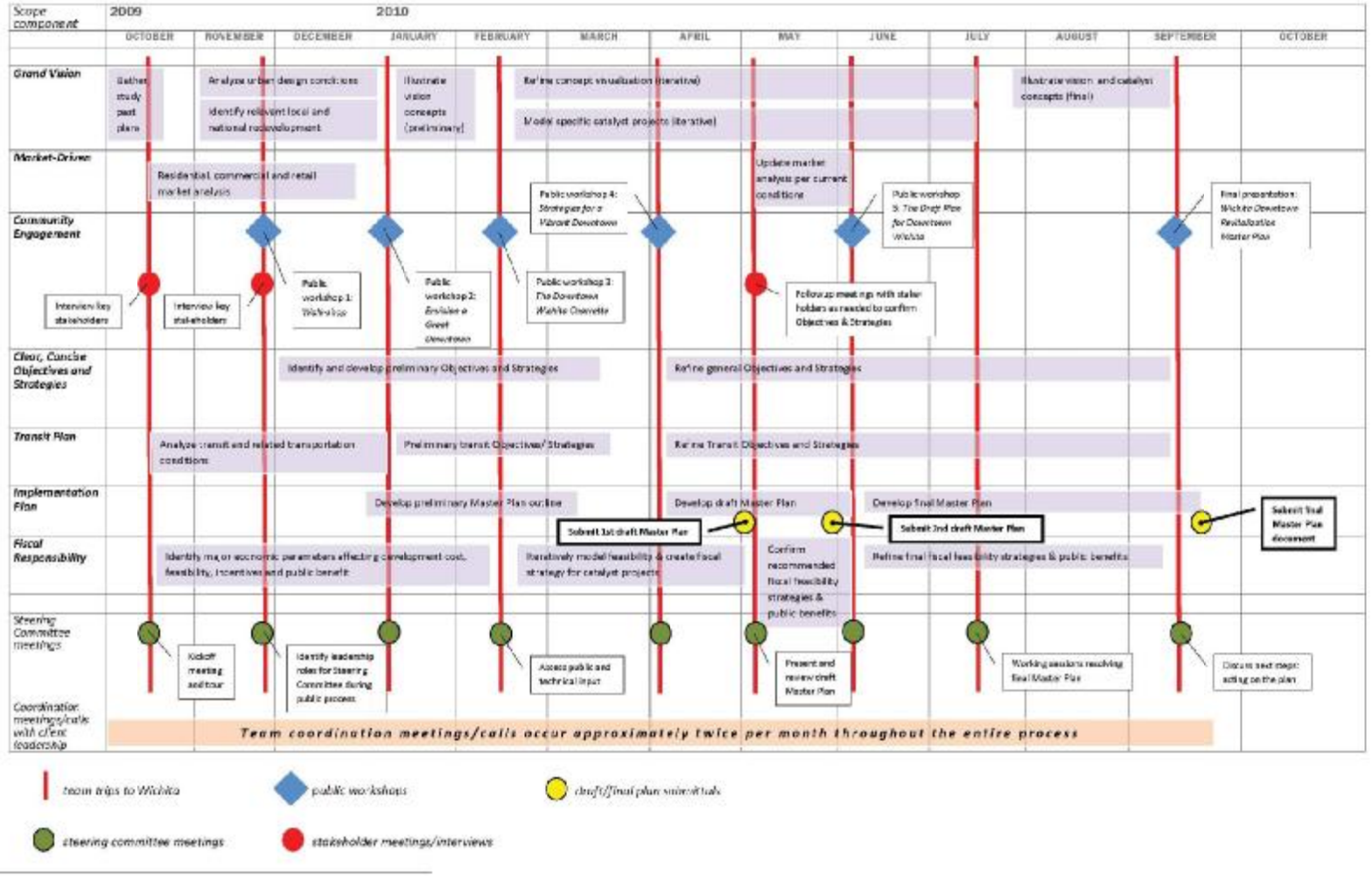
The implementation section of the Master Plan will provide a clear guide to setting the plan in motion and keeping progress on the right track, navigating changes brought about by political and market cycles.

Fiscal Responsibility

Goody Clancy will work closely with W-ZHA to compare and explain the costs and benefits of alternative visions and strategies, drawing upon W-ZHA's deep expertise in structuring public/private development finance. Applying the results of the market analysis as well as national experience, the market, economic and fiscal consultants will inform the community planning process by gauging the costs and the benefits associated with alternative economic positions/plans. For example, a Vision that emphasizes cultural venues versus private office development will likely carry a higher price tag for the public sector. The team will be tasked with determining whether the spin-off benefits of the cultural thrust justify this higher cost. There may be alternatives that require significant infrastructure development in order to unleash development potential. The costs and benefits will be measured by the consulting team to inform the planning process. The factors at play in testing alternatives include market support, timing, available sources of funding, and spin-off impacts (social, economic, fiscal).

An important resource in this analysis will be the City's experience to date with downtown projects and associated financing tools and development incentives. The Request for Proposal calls for an analysis of how past and current downtown projects impact Downtown Wichita revitalization efforts. W-ZHA will apply the lessons learned in this analysis of concrete examples to recommend the downtown revitalization approach that most effectively attracts private-sector investment to minimize public outlay and maximize community benefit. W-ZHA will draw on its thorough familiarity with the toolbox of finance and incentive strategies to propose appropriate policies for the near- and longer-term future.

Proposed Timeline for Completion: Wichita Downtown Revitalization Master Plan



Project Tasks and Deliverables

Utilizing the detailed approach and project timeline describe above, the design team will accomplish the following tasks and deliverables in the completion of the project.

1. **Grand Vision**

Task		**Deliverables**	**Needed client action/input**
1.1	Schedule and participate in **preliminary kickoff meeting, bus tour and stakeholder interviews.** We will collectively participate in 30-35 meetings (approximately one hour each) with group or individual stakeholders. We request these meetings be primarily focused during 2-3 day periods during our first and second team trips.	Summary memo of stakeholder interview themes (non-attributable, to encourage open conversation)	Identify and schedule key stakeholders. Provide downtown bus tour for team.
1.2	**Gather and review existing and past plans, policies and projects; base maps; and other background information.** Stay on top of new information throughout the process.		Summarize intent, content and standing of relevant plans and projects at kickoff session
1.3	**Analyze existing zoning, design guidelines and related development controls.** Diagram current development envelopes.	Analysis diagrams and written summary of key constraints and opportunities	Provide current policy documents
1.4	**Analyze and diagram urban design conditions both current and recommended,** including walkability; active ground-level uses; parks, plazas and open space; land use; building heights; street trees; and other factors. Create summary opportunities and constraints diagram addressing the full range of issues: economic, urban design, cultural etc.	Summary opportunities and constraints diagram; individual diagrams of urban issues addressing existing and recommended conditions.	GIS or AutoCAD-based data on existing land use, building height, plantings, street curb locations, watercourses, and similar conditions (if available)
1.5	**Translate market opportunities into potential building types.** Identify appropriate approaches to siting, street relationship, massing, parking, mixed-use, and sustainable design	Illustrated memo on appropriate building prototypes	
1.6	**Visualize opportunities for the public and built realms.** Create 6-8 rendered perspectives for discussion; evolve these into final images describing plan goals. To the extent possible, illustrate conceptual development in a 3D computer model.	6-8 rendered perspectives in preliminary and final versions	Downtown model in AutoCAD or Sketchup format (if available)
1.7	**Demonstrate relevant alternatives and new approaches to downtown development, management and urban design.** We will provide information and images of national precedents for discussion and potential selection as models.	Illustrated memo, powerpoint or poster of alternatives and approaches	Suggestions on relevant local examples
1.8	**Identify catalyst development projects.** Determine conceptual program, design parameters and development finance considerations of projects that would strategically advance a variety of downtown vision goals. The focus will be on private-sector initiatives, with	Documentation of key program, location, financial and design considerations for	Information on contemplated downtown development projects as available

	recommendations for complementary public actions to the extent necessary.	each project	

1.9	**Create overall conceptual downtown development program.** This program will comprehensively synthesize analysis and opportunities in the areas of market demand, transportation and urban design. It will address magnitude, mix and location of key land uses, as well as conceptual development sequence and critical mass over a 20-year timeframe.	Table of program opportunity addressing use, location, magnitude and timing	Data on existing and contemplated development magnitude, location and mix by use category
1.10	**Grand Vision section of the Master Plan.** Graphically rich, concise yet comprehensive presentation of the vision, embodying market analysis, fiscal responsibility and transit-supportive environment synergies**.**	See task 6.2 for overall Master Plan characteristics	Review and input of draft elements
1.11	**Development and design guidelines for 3 to 5 selected catalyst sites**	Illustrated development/ design guidelines	

2. Market-Driven

Task		**Deliverables**	**Needed client action/input**
2.1	Zimmerman Volk Associates (ZVA) will conduct a **demographic-based analysis of residential market opportunity** using its proprietary target market methodology, and base data from Claritas, Inc**.** Preliminary and final memos will supply detailed information on market housing demand including recommended unit types and target demographics. This information will in turn provide a valuable basis for urban design and financial strategies.	Preliminary and final memos on housing demand. Backup demographics data in appendices.	Any relevant data available on existing supply and market demand
2.2	W-ZHA will analyze **office and hospitality market demand** to predict the configurations, magnitudes, location preferences, parking needs and other critical considerations for spaces these uses would need.	Summary memo on office and hospitality market demand; backup appendices	Any relevant data available on existing supply and market demand
2.3	MJB Associates will analyze **retail market demand** using psychographic analysis. This will produce recommendations on retail niches, floorplates, magnitudes, location preferences, clustering, parking needs and other critical considerations.	Summary memo on retail demand and clustering strategy.	Any relevant data available on existing supply and market demand
2.4	**Dedicated strategy sessions with retail landlords and brokers**	Fine-grained retail implementation strategy memo	Assistance organizing sessions with key property owners and brokers

3. Community engagement

Task		**Deliverables**	**Needed client action/input**
3.1	**Provide content for WDDC project website, newsletters and related email communications** Provide a project logo/graphic theme, announcements of public events, and products documenting technical analysis, public meetings, vision and final plan elements	Graphic design, routine announcements, content for at least 4 newsletters, and work products in electronic format	WDDC website management and maintenance. Media relations.

3.2	**Train volunteer facilitators.** Train interested, impartial stakeholders and client staff to serve as facilitators during the vision charrette and other public events, drawing upon volunteers involved in Visioneering Wichita. This will multiply opportunities for direct community engagement in these events, plus build local leadership to support implementation.	Training sessions prior to facilitated public meetings	Recruit potential volunteer facilitators
3.3	**Discuss technical issues.** Team members from economic, transportation and urban design disciplines will all actively participate in selected public workshops. Technical issues will be addressed via expert presentations as well as facilitated small-group discussions on specific issues.	Technical presentation materials; summary public input on technical issues	Input and public meeting participation from relevant City/County/WDDC technical staff (engineering, planning, economic development etc.) as appropriate
3.4	**Hold Public workshop #1: Walk-shop.** ***See also task 3.10.*** Meet with volunteers to kick off 2-week period of lunchtime walk-shop photo documentation of positive and negative downtown aspects. Meet again to collect images. Compile images into public display that categorizes volunteer input.	Illustrated display of community preferences	Assist in contacting appropriate volunteers. Provide storefront window for display of results if possible.
3.5	**Hold Public workshop #2: "Envision a great downtown."** Guest speaker, team member speaker and facilitated discussion.	Presentations in powerpoint format; transcription of public discussion input; draft vision statement	Auditorium-format meeting forum with microphones, plus flat-floor meeting space for breakout groups around tables. Assistance with participant sign-in. Light refreshments.
3.6	**Hold Public workshop #3: The Downtown Wichita Charrette.** Friday evening lecture/presentation and Saturday breakout group events.	Reference materials and media for group discussion; team presentations in powerpoint format; transcription of public discussion; interpretation of community vision in principles and illustrated plan diagram	Auditorium-format meeting forum with microphones for group presentations, plus flat-floor meeting space for breakout groups around tables. Assistance with participant sign-in. Light refreshments Friday evening; lunch Saturday.
3.7	**Hold Public workshop #4: Strategies for a Vibrant Downtown.** Present market-based draft strategies. Facilitate small-group discussion.	Strategy presentation in powerpoint format; transcription of public discussion input	Same as for task 3.4

3.8	**Hold Public workshop #5: The Draft Plan for Downtown Wichita.** Present plan framework and strategies. Facilitate small-group discussion.	Strategy presentation in powerpoint format; transcription of public discussion input	Same as for task 3.4
3.9	**Hold final public presentation.** Present final plan framework and strategies to public and/or elected officials		Auditorium-format meeting forum with microphones. Assistance with participant sign-in. Light refreshments.
3.10	**Electronic town meeting technology.** Real-time keypad polling would be added to the walk-shop public event to enhance analysis of community input and make additional decisions for the visioning process moving forward.	More nuanced assessment of community preferences, additional public feedback loops	

4. Clear and Concise Objectives and Strategies

Task		Deliverables	Needed client action/input
4.1	**Articulate vision objectives.** Translate community and stakeholder input and technical analysis into a clear, concise set of 5-7 objectives.	Objectives list and its documentation in Master Plan	Review and comment
4.2	**Articulate vision strategies framework.** Translate vision objectives into a clear, concise framework of 5-7 core strategies that organize further plan recommendations	Strategies framework and its overall documentation in Master Plan	Review and comment

5. Transit Plan

Task		Deliverables	Needed client action/input
5.1	**Existing downtown transportation conditions assessment.** Mapping and analysis will summarize the following elements to the extent they set the context for transit: pedestrian and bicycle systems, transit services, safety, typical vehicle speed and capacity, on- and off-street parking performance, and overall street network configuration.	Memo summarizing existing conditions	• 2008 Transit Development Plan • 2007 Parking and Mobility Master Plan • Coordination with ongoing 2009 Parking and Mobility Management Plan
5.2	**Transit-supportive environment recommendations.** These will foster an integrated approach to transportation and land-use planning and urban design, supporting economic opportunities and the Grand Vision.	Memo with recommendations; coordination with economic and urban design components of Master Plan	Information on contemplated downtown development projects as available
5.3	**Detailed transit plan.** The plan will identify key activity centers and recommended levels of service. It will address near-term opportunities to enhance the Q-	Transit Plan section of Master Plan	Background data on existing operations

	line and other existing services, as well as long-term opportunities for higher-capacity transit services.		

6. Implementation Plan

Task		Deliverables	Needed client action/input
6.1	**Implementation section of Master Plan.** This framework will translate the vision strategies into a clear set of action steps, with near-, mid- and long-term elements. The plan will identify key leaders and resources for each action step.	See task 6.2 for overall Master Plan characteristics	Review and confirmation of most appropriate leaders/agents, and potential resources available, for each action step.
6.2	**Overall Master Plan product.** This will integrate the Grand Vision (reflecting market analysis and fiscal responsibility), Vision objectives and strategy framework, a Community Engagement process summary, Transit Plan, Implementation Framework and recommendations around Fiscal Responsibility. We envision a 75-100 page document including a 10-12 page executive summary, plus a summary powerpoint. Backup economic analysis will be provided in an appendix.	Electronic files of document and powerpoint	Preferences around final document format (electronic file type, level of editability, size etc.) and target audience. Printing and distribution.
6.3	**Master Plan summary poster.** A double-sided 11x17 poster compiling core master plan components in a handy format for public distribution.	Electronic file of poster	

7. Fiscal Responsibility

Task		Deliverables	Needed client action/input
7.1	**Development finance feasibility analysis.** W-ZHA will work with Goody Clancy on an iterative basis to assess economic feasibility of six potential catalyst projects. The team will use feedback to optimize the value of catalyst projects.	Development finance feasibility worksheet for catalyst projects	
7.2	**Recommendations on development financing tools and incentives** W-ZHA will assess performance of current financing tools and incentives, and provide recommendations on appropriate mechanisms for catalyst and other projects stemming from the downtown vision. Recommendations will address potential future modifications of these mechanisms over time.	Memo on financing tools, integrated into Master Plan	Information on current and past financing tools and incentives: structure, investment, return etc.

Exhibit C

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

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit D

SCHEDULE OF PAYMENTS

The summary of fees by **PROJECT** component are:

Component		**Fee**
1	**Grand Vision**	*$109,500*
2	**Market-Driven**	*$84,500*
3	**Community Engagement**	*$95,000*
4	**Clear and Concise Objectives and Strategies**	$15,000
5	**Transit Plan**	$53,000
6	**Implementation Plan**	$46,000
7	**Fiscal Responsibility**	*$24,000*
Total fee for labor		*$427,000*
Reimbursable expenses (travel, printing etc.)		$73,000
Overall fee		*$500,000*

The invoicing schedule for the **PROJECT** begins on the following page.

Projected Invoicing Schedule

Wichita Downtown Revitalization Master Plan

Invoice No.	Task reference		Deliverable	Approx. invoice amount
Invoice 1 Nov. 2009	n/a	Project startup	Execute contract. Participate in Chattanooga research trip. Attend kickoff meeting. Confirm project schedule and work plan.	$20,000
Invoice 2 Dec. 2009	1.1	Schedule and participate in **preliminary kickoff meeting, bus tour and stakeholder interviews.** We will collectively participate in 30-35 meetings (approximately one hour each) with group or individual stakeholders. We request these meetings be primarily focused during 2-3 day periods during our first and second team trips.	Summary memo of stakeholder interview themes to date (non-attributable, to encourage open conversation)	$40,000
	3.4	**Hold Public workshop #1: Walk-shop.** Meet with volunteers to kick off 2-week period of lunchtime walk-shop photo documentation of positive and negative downtown aspects. Meet again to collect images. Compile images into public display that categorizes volunteer input.	Illustrated display of community preferences	

Notes

1. Deliverables have been grouped into invoice sets below based on their anticipated time of submission. Actual grouping of deliverables may change in the course of the project as schedules are clarified. Goody Clancy will periodically update this schedule accordingly.

2. Invoices may include tasks from multiple task areas (numbered 1-7 per the proposal) as work in multiple task areas will proceed concurrently.

3. The fee for each set of deliverables represents the approximate anticipated sum of the labor and expenses required to develop its content.

4. While this table of invoices has been organized around a monthly format for purposes of projecting expenses, actual invoices will be tied to submission of deliverables, not calendar months.

5. The fee breakdown by plan focus area and expenses on page 52 of the contract is intended as a guide, not necessarily an exact distribution.

6. Some tasks listed in the proposal are not included below:

> Task 1.2 has no specific deliverable

> Deliverables for tasks 1.10 and 6.1 are included in Task 6.2

> Deliverables for tasks 3.1, 3.2 and 3.3 are assumed to be incorporated among the Public Workshop events

7. Tasks 2.1, 2.2, and 2.3 each appear twice as they are broken into preliminary and final components

8. Task 6.2 (Overall Master Plan Product) is broken out among 2 initial drafts, a final document, and 2 team memos responding to comments to reflect the anticipated sequence of final document production and review.

Projected Invoicing Schedule
Wichita Downtown Revitalization Master Plan

Invoice No.	Task reference		Deliverable	Approx. invoice amount
Invoice 3 Jan. 2010	2.1 Preliminary	Zimmerman Volk Associates (ZVA) will conduct a **demographic-based analysis of residential market opportunity** using its proprietary target market methodology, and base data from Claritas, Inc. Preliminary and final memos will supply detailed information on market housing demand including recommended unit types and target demographics. This information will in turn provide a valuable basis for urban design and financial strategies.	Preliminary memo on housing demand.	$51,500
	2.2 Preliminary	W-ZHA will analyze **office and hospitality market demand** to predict the configurations, magnitudes, location preferences, parking needs and other critical considerations for spaces these uses would need.	Preliminary memo on office and hospitality market demand	
	2.3 Preliminary	MJB Associates will analyze **retail market demand** using psycographic analysis. This will produce recommendations on retail niches, floorplates, magnitudes, location preferences, clustering, parking needs and other critical considerations.	Preliminary memo on retail demand and clustering strategy.	
	3.1	**Electronic town meeting technology.** Real-time keypad polling would be added to the walk-shop public event to enhance analysis of community input and make additional decisions for the visioning process moving forward.	More nuanced assessment of community preferences, additional public feedback loops	
	3.5	**Hold Public workshop #2: "Envision a great downtown."** Guest speaker, team member speaker and facilitated discussion.	Presentations in powerpoint format; transcription of public discussion input; draft vision statement	

Projected Invoicing Schedule
Wichita Downtown Revitalization Master Plan

Invoice No.	Task reference		Deliverable	Approx. invoice amount
Invoice 4 Feb. 2010	1.3	**Analyze existing zoning, design guidelines and related development controls.** Diagram current development envelopes.	Analysis diagrams and written summary of key constraints and opportunities	$56,000
	1.4	**Analyze and diagram urban design conditions both current and recommended,** including walkability; active ground-level uses; parks, plazas and open space; land use; building heights; street trees; and other factors. Create summary opportunities and constraints diagram addressing the full range of issues: economic, urban design, cultural etc.	Summary opportunities and constraints diagram; individual diagrams of urban issues addressing existing and recommended conditions.	
	3.6	**Hold Public workshop #3: The Downtown Wichita Charrette.** Friday evening lecture/presentation and Saturday breakout group events.	Reference materials and media for group discussion; team presentations in powerpoint format; transcription of public discussion; interpretation of community vision in principles and illustrated plan diagram	
	5.1	**Existing downtown transportation conditions assessment.** Mapping and analysis will summarize the following elements to the extent they set the context for transit: pedestrian and bicycle systems, transit services, safety, typical vehicle speed and capacity, on- and off-street parking performance, and overall street network configuration.	Memo summarizing existing conditions	

Projected Invoicing Schedule
Wichita Downtown Revitalization Master Plan

Invoice No.	Task reference		Deliverable	Approx. invoice amount
Invoice 5 Mar. 2010	1.5	**Translate market opportunities into potential building types.** Identify appropriate approaches to siting, street relationship, massing, parking, mixed-use, and sustainable design	Illustrated memo on appropriate building prototypes	$58,000
	1.7	**Demonstrate relevant alternatives and new approaches to downtown development, management and urban design.** We will provide information and images of national precedents for discussion and potential selection as models.	Illustrated memo, powerpoint or poster of alternatives and approaches	
	2.1 Final	Zimmerman Volk Associates (ZVA) will conduct a **demographic-based analysis of residential market opportunity** using its proprietary target market methodology, and base data from Claritas, Inc. Preliminary and final memos will supply detailed information on market housing demand including recommended unit types and target demographics. This information will in turn provide a valuable basis for urban design and financial strategies.	Final memo on housing demand. Backup demographics data in appendices.	
	2.2 Final	W-ZHA will analyze **office and hospitality market demand** to predict the configurations, magnitudes, location preferences, parking needs and other critical considerations for spaces these uses would need.	Final summary memo on office and hospitality market demand; backup appendices	
	2.3 Final	MJB Associates will analyze **retail market demand** using psycographic analysis. This will produce recommendations on retail niches, floorplates, magnitudes, location preferences, clustering, parking needs and other critical considerations.	Final summary memo on retail demand and clustering strategy.	
	2.4	**Dedicated strategy sessions with retail landlords and brokers**	Fine-grained retail implementation strategy memo	
	3.7	**Hold Public workshop #4: Strategies for a Vibrant Downtown.** Present market-based draft strategies. Facilitate small-group discussion.	Strategy presentation in powerpoint format; transcription of public discussion input	

Projected Invoicing Schedule
Wichita Downtown Revitalization Master Plan

Invoice No.	Task reference		Deliverable	Approx. invoice amount
	4.1	**Articulate vision objectives.** Translate community and stakeholder input and technical analysis into a clear, concise set of 5-7 objectives.	Objectives list and its documentation in Master Plan	
	4.2	**Articulate vision strategies framework.** Translate vision objectives into a clear, concise framework of 5-7 core strategies that organize further plan recommendations	Strategies framework and its overall documentation in Master Plan	
Invoice 6 Apr. 2010	1.6	**Visualize opportunities for the public and built realms.** Create 6-8 rendered perspectives for discussion; evolve these into final images describing plan goals. Illustrate conceptual development in a 3D computer model (base fee assumes a model of existing conditions is available).	6-8 rendered perspectives in preliminary and final versions	$61,000
	1.8	**Identify catalyst development projects.** Determine conceptual program, design parameters and development finance considerations of projects that would strategically advance a variety of downtown vision goals. The focus will be on private-sector initiatives, with recommendations for complementary public actions to the extent necessary.	Documentation of key program, location, financial and design considerations for each project	
	1.9	**Create overall conceptual downtown development program.** This program will comprehensively synthesize analysis and opportunities in the areas of market demand, transportation and urban design. It will address magnitude, mix and location of key land uses, as well as conceptual development sequence and critical mass over a 20-year timeframe.	Table of program opportunity addressing use, location, magnitude and timing	
	5.2	**Transit-supportive environment recommendations.** These will foster an integrated approach to transportation and land-use planning and urban design, supporting economic opportunities and the Grand Vision.	Memo with recommendations; coordination with economic and urban design components of Master Plan	
	7.1	**Development finance feasibility analysis.** W-ZHA will work with Goody Clancy on an iterative basis to assess economic feasibility of six potential catalyst projects. The team will use feedback to optimize the value of catalyst projects.	Development finance feasibility worksheet for catalyst projects	

Projected Invoicing Schedule
Wichita Downtown Revitalization Master Plan

Invoice No.	Task reference		Deliverable	Approx. invoice amount
Invoice 7 May 2010	*1.11*	**Development and design guidelines for 3 to 5 selected catalyst sites**	Illustrated development/ design guidelines	$30,000
	3.8	**Hold Public workshop #5: The Draft Plan for Downtown Wichita.** Present plan framework and strategies. Facilitate small-group discussion.	Strategy presentation in powerpoint format; transcription of public discussion input	
Invoice 8 June 2010	5.3	**Detailed transit plan.** The plan will identify key activity centers and recommended levels of service. It will address near-term opportunities to enhance the Q-line and other existing services, as well as long-term opportunities for higher-capacity transit services.	Transit Plan section of Master Plan	$51,000
	6.2 Draft 1	**Overall Master Plan product.** This will integrate the Grand Vision (reflecting market analysis and fiscal responsibility), Vision objectives and strategy framework, a Community Engagement process summary, Transit Plan, Implementation Framework and recommendations around Fiscal Responsibility. We envision a 75-100 page document including a 10-12 page executive summary, plus a summary powerpoint. Backup economic analysis will be provided in an appendix.	Electronic files of Draft 1 document	
	7.2	**Recommendations on development financing tools and incentives** W-ZHA will assess performance of current financing tools and incentives, and provide recommendations on appropriate mechanisms for catalyst and other projects stemming from the downtown vision. Recommendations will address potential future modifications of these mechanisms over time.	Memo on financing tools, integrated into Master Plan	

Projected Invoicing Schedule
Wichita Downtown Revitalization Master Plan

Invoice No.	Task reference		Deliverable	Approx. invoice amount
Invoice 9 Jul. 2010	6.2 Draft 1	**Overall Master Plan product.**	Team response to client comments on Master Plan Draft 1	$25,000
Invoice 10 Aug. 2010	6.2 Draft 2	**Overall Master Plan product.**	Electronic files of Draft 2 document	$30,000
Invoice 11 Sep. 2010	6.2 Draft 2	**Overall Master Plan product.**	Team response to client comments on Master Plan Draft 2	$37,500
	3.9	**Hold final public presentation.** Present final plan framework and strategies to public and/or elected officials		
Invoice 12 Oct. 2010	6.2 Final	**Overall Master Plan product.**	Electronic files of Final document and powerpoint	$40,000
	6.3	**Master Plan summary poster.** A double-sided 11x17 poster compiling core master plan components in a handy format for public distribution.	Electronic file of poster	

Agenda Item No. III-7

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: 2010 Health Insurance Program

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Approve the 2010 insurance program.

Background: The City of Wichita offers health insurance to all full-time employees and their families. The City currently manages a self-insured program. The City Council authorized the conversion of the City's health and prescription drug program from a fully-insured program to a self-insured program in 2007.

A Health Insurance Advisory Committee (HIAC) monitors the health insurance programs for employees and recommends new/renewal programs or changes in health and non-medical insurance coverage and costs as required. The committee includes representatives from the Fraternal Order of Police, International Association of Firefighters, Service Employees International, Teamsters unions, as well as the (non-union) Employees Council and Management staff.

Coventry Health Care of Kansas, Inc. has operated the City of Wichita's program as a Third Party Administrator (TPA) with CVS/Caremark providing the prescription drug (Coventry directly contracts with CVS/Caremark) since 2007 and Coventry's contract will expire December 31, 2009.

The City used the *Health and Benefits Consultant*, Aon Consulting, Inc., to establish the most cost-effective competitive proposal process for a combined medical and prescription drug administration, as well as stand-alone proposals for the period 2010-2012. The Request for Proposals were released and posted on the City's procurement web site on April 2, 2009. Prescription drug proposals were due May 15, 2009 and the deadline for medical and prescription drug proposals and stand alone medical were due June 3, 2009.

Analysis: Aon Consulting, on behalf of the City, secured competitive proposals for the administration of the City's self-funded medical plan and prescription drug plan, both currently provided through Coventry Health Care of Kansas, Inc. and CVS/Caremark (Coventry directly contracts with CVS/Caremark).

The intent of this competitive proposal process is to enhance overall cost control and price transparency, while maintaining competitive medical and prescription drug benefits for City employees. Proposers were required to match the existing City medical/Rx plan while providing simplicity in the administration of the plan, improved manual and electronic reporting capabilities and high AM Best ratings. Proposers should have quality management and flexibility in working with the City's staff during implementation and operation of the programs. Other evaluation criteria included: fixed costs; provider discounts; Rx discounts; network access and employee disruption. The RFP was issued to 24 different vendors. A total of 11 firms submitted for medical and Rx as follows:

Medical & Rx Administration

1. Coventry (Incumbent)
2. Aetna

3. AmWINS Group Benefits
4. Blue Cross/Blue Shield of Kansas
5. CBCA Administrators
6. Cigna
7. FMH Benefit Services
8. Meritain Health
9. Preferred Health Systems
10. Principal Financial
11. UMR

A total of 10 vendors submitted proposals for prescription drug programs only:

Rx Administration Only

1. Express Scripts
2. Innoviant
3. Humana
4. Medco
5. MedTrak
6. Navitus
7. RESTAT (Prescription Network)
8. Script Care, Ltd.
9. Walgreens
10. Welldyne Rx

A total of 3 vendors submitted proposals for medical administration only:

Medical Administration Only

1. Coventry
2. Blue Cross/Blue Shield of Kansas
3. UMR

The City again utilized the ***Health and Benefits Consultant,*** Aon Consulting, Inc. to assist the Staff Screening and Selection Committee in the review process of the 2010/2012 medical/prescription (Rx) plans. After detailed review and analysis, the Staff Screening and Selection Committee short-listed the following firms for detailed interviews:

Coventry TPA-Carve-in and Carve-out (TPA1)
FMH (TPA2)
UMR (TPA3)
Express Scripts (PBM1)
Medco (PBM2)
[Definitions are attached]

The Staff Screening and Selection Committee and the Health Insurance Advisory Committee recommended Coventry Health Care of Kansas, Inc. to be the City's Third Party Administrator (TPA) for medical services and Express Scripts to be the Pharmacy Benefit Manager (PBM) for prescription drugs. These two firms represent the lowest total cost for the City of Wichita's Self-Insured Health Plan.

In addition to being cost effective, Coventry was selected because of their provider network and negotiated discounts with providers. Express Scripts was selected due to their customer service and their base drug providers match closely with the current provider, providing the least disruption to employees. The databases between Coventry and Express Scripts will be linked to better manage patient care.

Financial Considerations:
The City's health plan is self-insured, requiring the City to establish "working rates" as opposed to premiums. Aon Consulting has calculated the 2010 working rates for the City's Premium PPO Health Plan and the lower cost Select PPO Health Plan. The Premium PPO Health Plan rates are based on actual claims paid through June 30, 2009 and assume a national trend of 5.7% for medical/RX. The City of Wichita "working rates" will increase 5% for 2010 and will continue with a two-tiered rate (approved by the Health Insurance Advisory Committee). The premium equivalent rates include:

- Wellness Coaches
- Vision
- Prescription drugs (RX) through Express Scripts
- Coventry's third party administer (TPA) fees
- Stop-loss insurance

	2009-Current			2010-Proposed			Cost Change	
Plan	Monthly Rate	City Cost	Employee Cost	Monthly Rate	City Cost	Employee Cost	Monthly Rate	%
PREMIUM PPO								
INDIVIDUAL	$ 354.27	$ 283.40	$ 70.87	$ 372.02	$ 297.60	$ 74.42	$ 17.75	5%
FAMILY	$ 1,059.32	$ 847.44	$ 211.88	$ 1,112.58	$ 890.05	$ 222.53	$ 53.26	5%
SELECT PPO								
INDIVIDUAL	$ 292.53	$ 269.96	$ 22.56	$ 307.08	$ 283.47	$ 23.62	$ 14.55	5%
FAMILY	$ 874.08	$ 807.10	$ 66.98	$ 917.75	$ 847.62	$ 70.14	$ 43.67	5%

Goal Impact: The employee insurance program is a part of the Internal Perspective goal, as well as the City's strategic plan. The self-insured health and prescription drug program, wellness program and the fully-insured benefit programs are designed to minimize future insurance premium increases for the employee and the City and improve the long-term health of City employees.

Legal Considerations: The Department of Law will review and approve all contracts as to form.

Recommendation/Action: It is recommended that the City Council, based on the recommendations of the Health Insurance Advisory Committee and the Staff Screening and Selection Committee: (1) approve and authorize staff to negotiate the contracts with Coventry Health Care of Kansas, Inc. to serve as the Third Party Administrator for the medical portion of the City's Self-Insured Health Plan; (2) approve and authorize staff to negotiate the contracts with Express Scripts to serve as the Pharmacy Benefit Manager for the period 2010 to 2012; (3) continue a 2-tier rate structure and (4) approve the 2010 working rates for the Premium PPO Health Plan and the voluntary Select PPO Health Plan.

Attachment:
Definitions

Definitions

For the purpose of this summary and our discussion, AON will use the following general definitions:

- Carrier – An insurance organization who provides administrative services and claims payment services through a contract with both fully-insured and self-insured employers. Carriers usually have proprietary networks, meaning they contract directly with providers. Most carriers also have either their own Pharmacy Benefits Management (PBM) Company, or they have an exclusive agreement with a PBM (partner with a single PBM to get the best deal). Carriers also provide care management, disease management, reporting, customer service and other services as a part of the administrative fee. These may be included in a base fee or priced separately.

- Third Party Administrator (TPA) – This organization's main focus is to provide administrative services and claims payment services to self-insured employers. They usually "rent" or contract with one or more networks to meet the provider access needs of an employer. Because the networks are usually contracted and not proprietary, the discounts *may* not be as good as a carrier who contracts directly. Because a TPA's business focus is self-insured employers, they are usually more flexible regarding plan structure and reporting capabilities. They usually have preferred partners for PBM, Care Management, Wellness, Stop Loss and other products but may or may not develop these services internally. These services may be priced on an ala carte basis rather than included in the base administrative fee.

- Carve-In – For the purpose of this discussion, we will use this term to refer to a proposal that includes both administrative/TPA services and PBM services in a "package deal." In this situation, either the administrator was not willing to work with other PBMs or, if they were willing, the price would increase to the point that it offered no advantage to the City.

- Carve-Out – For the purpose of this discussion, we will use this term to refer to a situation in which Aon has pared a stand-alone administrative proposal with a stand-alone proposal because it offered the greatest advantage to the City.

Aon Consulting

Agenda Item No. III-8

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: 2009-2010 SEIU Memorandum of Agreement

INITIATED BY: Human Resources Department

AGENDA: New Business

Recommendation: Approve the proposed 2009-2010 Memorandum of Agreement between the City and the Service Employees International Union (SEIU) Local 513.

Background: The City Negotiating Team and SEIU Local 513 have reached an agreement on a Memorandum of Agreement for 2009-20010. The union membership ratified the agreement.

Analysis: The agreement will be in effect from December 26, 2009 through December 24, 2010 and will maintain the 2.5% step increases for represented, eligible employees. There is no General Pay Adjustment (GPA) in the agreement.

The agreement contains the following language changes, including:

- More detail on the layoff process.
- Extension of the recall period from six to twelve months.
- Clarification of discipline for property damage.
- Elimination of the requirement for the City to produce paper checks, allowing the City to explore paperless payroll options.

Traditionally, bargaining unit memoranda of understanding are three years in length. This is a one year agreement, to be renegotiated in 2010.

Financial Considerations: The agreement is consistent with the amounts included in the 2010 Adopted budget.

Goal Area Impact: This agreement affects the city's goals of Quality of Life, Safe and Secure Community, Core Areas and Neighborhoods, Economic Vitality and Affordable Living, Efficient Infrastructure, and Internal Perspectives.

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

Recommendation/Action: Approve the proposed 2009-2010 Memorandum of Agreement between the City and Service Employees International Union Local 513.

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Aley Park Skate Area. (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the contract.

Background: Aley Park is located at 1803 South Seneca. The park amenities include sport courts, swimming pool, softball fields, an enclosed shelter, picnic tables and a playground. On November 4, 2008, the City Council approved the reallocation of $175,000 of general obligation bonds from the West Douglas Park improvement project with Community Development Block Grant (CDBG) funds. The original project funding had been approved by City Council on September 11, 2007 and of the $175,000 reallocation, $100,000 was to be used for providing skating elements at Aley Park.

Analysis: On June 25, 2009, the City received proposals from six companies. The Staff Screening Selection Committee (SSSC) met on July 16, 2009 to review the proposals and then selected three firms, Grindline, Athco and American Ramp Company to conduct formal interviews on August 5, 2009. Based on the specific merits of their proposal, the SSSC committee selected Grindline which provided related sample designs, number of skate elements and their willingness to involve the community in the final design.

Financial Considerations: The funding source of $100,000 for the Aley Park skate area is general obligation bond funds which originally were provided during the reallocation of the 2007 CIP West Douglas Park Improvements on September 11, 2007.

Goal Impact: This addition/improvement in the Aley Park will help to support a dynamic Core Area and Vibrant Neighborhood in addition to improving the Quality of Life for citizens and participants.

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

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

Attachment: Grindline contract.

C O N T R A C T

THIS AGREEMENT made and entered into this 13th day of October, 2009 by and between the **CITY OF WICHITA**, a municipal corporation, hereinafter known as **"CITY"**, and **GRINDLINE SKATEPARKS, INC.** (Performance Vendor Code Number – 823944-001) whose principal office is at 4619 14TH Avenue SW, Seattle, Washington, 98106, telephone number (206) 932-6414, hereinafter known as the **"CONTRACTOR".**

WITNESSETH, That for and in consideration of covenants hereinafter set out the **CONTRACTOR** contracts, promises and agrees to and with the **CITY** that **Grindline Skateparks, Inc.** will furnish all the material and labor necessary to perform the mechanical, electrical, plumbing, and add alternates and/or options as required by the specifications and work orders for the City of Wichita, for **Design/Build Skatepark at Aley Park**, Formal Proposal - FP930045 for the Park & Recreation Department, Recreation Division in the City of Wichita, Sedgwick County, Kansas. The bid package, plans, specifications and addenda provided by the City of Wichita as part of the bid letting process for Formal Proposal – FP930045, dated June 25, 2009 and the contractor's bid, as approved, shall be considered a part of this contract and are incorporated by reference herein, as approved by the City Council on October 13, 2009, which plans, specifications, addenda and bids are on file in the office of the City Purchasing Manager of said **CITY**, and are hereby incorporated and made a part of this contract to the same extend as if fully set out herein.

CONTRACTOR further agrees that the work under this contract shall be completed to the full satisfaction of the City Purchasing Manager of the City of Wichita on or before **January 13, 2010**, for completion. Said work shall be done under the direct supervision of said Purchasing Manager, or such other person as the City Council may direct, and that said Purchasing Manager's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Wichita.

CONTRACTOR further agrees that at all times during the prosecution of said improvement **Grindline Skateparks, Inc.** will maintain the proper safeguards,

barricades and lights on the work and every portion thereof to insure the highest degree of safety to the public, and that **Grindline Skateparks, Inc.** will hold the City of Wichita harmless in all suits for damages brought against either of the parties to this contract on account of the negligent acts, omissions or default of said **CONTRACTOR**, their agents or servants in the prosecution of the work on said improvement.

CONTRACTOR further agrees to maintain said improvement for a period of one (1) year from date of the completion and acceptance of same by the City of Wichita; this maintenance to be done and performed by said **CONTRACTOR** without any expense to the **CITY** whatsoever. **CONTRACTOR** is to furnish to the **CITY** any manufacturer's warranty on materials as applicable.

CONTRACTOR shall furnish the **CITY** a good and sufficient bond guaranteeing the completion of said improvement and every part thereof according to the specifications and the bid of said **CONTRACTOR** and the terms of this contract; conditioned further, for the maintenance of said improvements as herein before provided.

CONTRACTOR shall furnish a bond to the State of Kansas in the total amount of this contract; conditioned upon the payment of all material and labor bills incurred in the making of said improvement.

Indemnification and Insurance.

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 each occurrence $500,000 each aggregate
Property Damage Liability	$500,000 each occurrence $500,000 each aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each occurrence $500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$500,000 each accident
Property Damage Liability	$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each accident

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	$100,000 each accident

CITY shall pay **CONTRACTOR** the following amount for the contract work**:**

Design/Build Skatepark at Aley Park, 1803 S. Seneca, Wichita, Kansas, as per specifications of Request for Proposal – FP930045.

TOTAL MAXIMUM CONTRACT AMOUNT: $97,000.00

The **CONTRACTOR** shall be entitled to payment of 90 percent of its progress estimates every thirty (30) days during the prosecution of said improvement; 10 percent of the total amount being at all times retained until final completion, at which time **CONTRACTOR** shall be entitled to final payment.

If the **CONTRACTOR** fails to complete all requirements identified within these specifications by **January 13, 2010**, it is understood and the **CONTRACTOR** hereby **agrees that the amount of one hundred dollars ($100.00) per calendar day to a maximum of the contract price may be deducted from the moneys due** the **CONTRACTOR** for each intervening calendar day any work remains incomplete, not as a penalty but as liquidated damages. **CONTRACTOR** will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **CONTRACTOR** (e.g., acts of God, war, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **CONTRACTOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance, the **CONTRACTOR** must re-negotiate delivery schedules.

The **CONTRACTOR**, in performing the work required under this contract, agrees to comply with the provisions of the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreement" of the City of Wichita, which is incorporated herein by reference and attached as "Exhibit A".

For good cause, and as consideration for executing this contract, the **CONTRACTOR**, 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 City of Wichita pursuant to this contract.

Independent Contractor. The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

Compliance with Laws. **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.

No Assignment. The services to be provided by the **CONTRACTOR** under this contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

No Arbitration. The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF the City of Wichita has caused these presents to be signed by its Purchasing Manager and attested by its clerk with the seal of the City of Wichita impressed hereon, and the **CONTRACTOR** has caused these presents to be duly executed the day and year first herein written.

ATTEST:

Janis Edwards
Deputy City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

CITY OF WICHITA, KANSAS

Carl G. Brewer, Mayor

GRINDLINE SKATEPARKS, INC.

Signature

Print Signature Name

Title *(President or Corporate Officer)*

EXHIBIT A

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

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Electric System Operating Agreement

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendation: Approve the Electric System Operating Agreement with Sedgwick County Electric Cooperative related to the City's raw water supply system in the Equus Beds.

Background: To insure the highest level of electric service reliability, Water Utilities has owned, operated and maintained an overhead power line system since the early 1950s that is associated with the City's raw water supply wells in the Equus Beds. Water Utilities is in the process of expanding the overhead power line system (OHPL) as part of the Aquifer Storage and Recovery Phase II project. The area where the power lines are located, and will be in the future, is partially in the certified service territory of the Sedgwick County Electric Cooperative (SCEC).

Analysis: SCEC's initial position held that all new electric services in their certified territory would be served directly by SCEC using SCEC owned, operated and maintained facilities. Water Utilities believes that owning, operating and maintaining its own OHPL facilities for the City's raw water supply system in the Equus Beds will insure that electric service to these critical public service assets is as reliable as possible. Standards used by the City to construct these facilities are higher than those used by electric cooperatives. Further, should an emergency disruption occur, the City has no other priorities to address in restoring power except its own. Water Utilities and SCEC negotiated an Electric System Operating Agreement:

1) Allowing Water Utilities existing OHPL to be owned, operated and maintained by the City within SCEC certified territory.

2) Allowing the Utility to expand the OHPL to serve future Water Utilities water supply facilities.

The Agreement provides SCEC with access to 5 MVA of transformer capacity within the new electric substation that Water Utilities will build as part of the ASR II project. In addition, the Agreement outlines provisions for joint maintenance and joint use of poles, where feasible. Finally, the Agreement provides that SCEC give the City a rate for electric service that takes into account the valuable considerations the Agreement provides.

Financial Considerations: Staff estimates the value of providing SCEC with access to the 5 MVA at approximately $1 million if SCEC had to build a 5 MVA electric substation. Since supplying access is integral to the project that the City is already building, actual cost is estimated to be $210,000. Staff believes this is reasonable for assuring a City owned, operated and maintained OHPL system for the water supply.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the Electric System Operation Agreement with Sedgwick County Electric Cooperative; and 2) authorize the necessary signatures.

Attachments: Electric System Operating Agreement with Sedgwick County Electric Cooperative

ELECTRICAL SYSTEM OPERATING AGREEMENT

This agreement made and entered into this_____day of_____2009;

BY AND BETWEEN: THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, a municipal corporation, hereinafter called "City" or "the City"; and, SEDGWICK COUNTY ELECTRIC COOPERATIVE ASSOCIATION, Inc. , hereinafter called "SCEC".

WITNESSETH:

WHEREAS, the CITY owns and operates the Wichita Water Utilities for the purpose of delivering a supply of potable water to its retail and wholesale customers, and;

WHEREAS, the CITY owns and operates an overhead, electric distribution system consisting of poles, wires, transformers, switches, etc., to deliver electric energy to a system of pumps, motors and wells for the purpose of producing untreated water for transmission to and treatment at the CITY's water treatment works, and;

WHEREAS, the CITY has continuously owned and operated said overhead, electric distribution system for more than 50 years and operated a portion of the same within the certified territory of SCEC, and;

WHEREAS, the CITY, as part of its development of a future water supply needs to expand its raw water production capabilities within the area currently supplied by the CITY's overhead, electric distribution system, and;

WHEREAS, there are benefits to be gained by the CITY and SCEC from the CITY's continued ownership, operation and maintenance of its overhead, electric distribution system.

NOW, THEREFORE, in view of the premises aforesaid, and in consideration of the mutual covenants and promises herein contained, it is agreed by and between the parties that:

I. Connection and Right to Receive and Distribute Electric Power

1.1 SCEC will permit the CITY to continue to own, operate, replace, and maintain the CITY's existing overhead, electric distribution system and to expand the system for the purpose of supplying electric energy to the CITY's water production, treatment and transmission facilities within SCEC's certified territory.

II. 1.2 SCEC will provide electric service to all existing and new wells located within SCEC's existing certified territory from a dedicated circuit or circuits from the CITY'S new electric substation.**Substation**

2.1 The CITY will construct, own and maintain a new electric substation on the Aquifer Storage and Recharge (ASR) Water Treatment Plant site (located at approximately 119th Street West and 117th Street North, Sedgwick County, Kansas). The new substation will be used to serve the ASR Treatment Plant, River Intake Pumping Facility, all of the ASR Well Field wells and other loads directly related to the operation of the ASR Facilities. The ASR Facilities generally are

bounded on the north by NW 24th Street, on the East by Tyler Road, on the South by 101st Street, and on the West by 247th Street.

2.2 The CITY's substation will be metered at the primary voltage of 138kV, and will be fed by a Westar owned and operated line.

2.3 The CITY will provide a substation transformer and circuiting arrangement such that 5MVA of capacity will be available for use by the SCEC for its native load from the substation system. In the event that the CITY abandons or transfers ownership of the CITY's substation, the CITY will insure that SCEC's access to and use of the 5 MVA of capacity is not compromised through out the life of this agreement.

2.4 The parties recognize that the Westar 138kV feed to the substation is a radial feed and theoretically subject to increased outage times in the event of an emergency occurrence. It is also subject to planned and unplanned outages not controllable by the City. The CITY's well field can alternatively be fed from two existing Westar sources to maintain operating power, but the SCEC dedicated circuit cannot be served from those two alternate sources and any outage in the radial 138kV line will cause an outage in the CITY service to the SCEC circuit. Likewise, an outage within the substation may cause SCEC to have a service interruption of the same duration.

III. Distribution Lines

3.1 The CITY shall construct new electrical distribution Overhead Power Lines (OHPL) and services to existing and new recharge and recovery wells and ASR facilities within the SCEC certified territory. The construction of the OHPL will involve installation of new lines and reconstruction of existing lines to provide service to the wells and facilities.

3.2 SCEC will allow the CITY to build new or reconstruct existing OHPL for the new and existing recharge and recovery wells and all ASR Facilities within the SCEC certified territory. SCEC will allow all new ASR loads and existing CITY Water Utilities' loads within SCEC certified territory to be served by the CITY OHPL 15kV distribution system. All other loads within the SCEC certified territory will continue to be served by SCEC.

3.3 At mutually agreed locations within the SCEC's certified territory, the CITY will construct pole lines of adequate height and strength to allow the SCEC to under-build at SCEC cost, under the CITY 3-phase power lines while maintaining NESC clearances and codes and height clearances suitable for SCEC. SCEC under-build shall be built to CITY ASR OHPL construction standards at a minimum, and shall also follow RUS Standards. SCEC shall submit

under-build plans to the CITY for approval. SCEC and the CITY will share equally in the repair costs, including labor and materials, of any joint pole lines damaged by events not under their control such as lightning, tornados, floods, crop dusters, ice storms and vehicles.

3.4 The CITY will pay all installation fees and costs associated with the joint use power poles. SCEC agrees to pay for the cost difference between the CITY standard poles as required for the ASR facilities and the taller, higher strength poles that will be required for under-build by the SCEC. After installation of all poles installed for common use by the CITY (top) and SCEC (bottom), no pole rental will be charged to SCEC for use of the poles for the life of the system. If the CITY overhead power line system is ever abandoned, the lines installed on common use poles will be acquired by SCEC free of charge at their option. Construction of all SCEC under-build lines including all equipment, and installation for SCEC use will be paid for by SCEC.

3.5 Approved sectionalizing equipment shall be used by both entities so as to protect both the CITY and SCEC lines properly and to allow for the proper and safe maintenance of the system(s). Each system shall be provided with dedicated neutral. Shared neutrals between the systems will not be allowed.

3.6 Each utility will provide adequate pole guying for each entity's respective line per the CITY'S standards. Guying standards will not be less than those required by the RUS.

3.7 Copies of all the CITY staking sheets shall be sent to SCEC for their files prior to construction for future reference.

3.8 The CITY will own, operate and maintain all the CITY poles and the CITY OHPL within the SCEC certified territory. The CITY will perform ROW maintenance to keep trees out of overhead power line conductors installed where only the CITY power lines are installed. Where poles are common use and where both utilities' conductors are present, the SCEC and the CITY will share equally in the cost to provide ROW maintenance.

3.9 The parties recognize that the CITY does not perform maintenance on the CITY power lines while energized. If maintenance on the CITY power lines is required at locations where SCEC energized circuits are in place, SCEC shall help perform live maintenance on the system when requested by the CITY. If an emergency arises and live line work is required, it shall be SCEC's responsibility to assist the CITY to ensure that normal operations are restored. It is understood by and between both parties that the electrical circuits of the SCEC and the CITY are to continue in normal operations during maintenance work and that the SCEC and the CITY are to provide and use appropriate protective equipment for the protection of SCEC and the CITY's employees. SCEC and the CITY are to guard against interfering with the normal operation of circuits. SCEC and the CITY agree to install and maintain the necessary guards and protective devices at locations where work is being performed to prevent accidents or damage to the property and

personnel of the CITY and SCEC or the general public. SCEC will maintain all SCEC under-build distribution lines including all conductors and ancillary equipment.

3.10 If the CITY wants to construct new OHPL where SCEC already has installed single phase OHPL, the CITY may use the SCEC ROW, construct the new CITY line and move the SCEC conductor to the new poles. Cost for this work will be shared equally between SCEC and the CITY for the relocation of the SCEC conductor to the CITY poles. Where SCEC three-phase OHPL are involved, SCEC and the CITY will address on a case by case basis.

3.11 The CITY will keep a stockpile of materials necessary for reconstruction of the overhead systems for use in emergency situations. All emergency repairs for lines where only CITY lines are installed will be made by the CITY and all costs for these repairs will be the sole responsibility of the CITY. All emergency repairs for lines where the CITY and SCEC lines are installed on common poles will be made by both entities and costs associated with the repairs will be shared equally. All repairs for the CITY lines and common construction lines will be made per the CITY OHPL standards.

3.12 The ASR OHPL design will be coordinated to allow SCEC to under-build the single SCEC feeder circuit from the City substation to be routed north on 119th street one mile then west on 125th street two miles for connection to the existing SCEC overhead power distribution system. The CITY will provide poles adequate for joint use by the CITY and SCEC for this feeder circuit as described above. The CITY will provide an underground duct bank system for installation of the CITY and SCEC conductors from the CITY'S substation to the first common use pole near the ASR Water Treatment Plant site.

3.13 Where ASR wells are located near the SCEC/Westar Certified Territory boundaries and it makes economical sense, the CITY may choose to serve the Well either from a circuit metered by SCEC or by one of the non-SCEC circuits. If this is prudent, the quantity and locations for these wells will be reviewed and agreed to as part of this agreement.

3.14 Any circuit or load within the certified SCEC territory may be fed from another circuit or service in event of an emergency or as required for maintenance. At these times it may be necessary to reroute and/or re-feed power to SCEC metered circuits from circuits that are supplied from outside the SCEC boundaries. This will be acceptable for short durations and SCEC will not require any reimbursement for lost revenue during these short periods where the load is not fed from SCEC metered circuits.

IV. Metering and Rates

4.1 The CITY will allow SCEC's power supplier to install a meter near the CITY's substation for the dedicated SCEC feeder circuit and the circuit or circuits that feed the City's electric load in SCEC's certified service territory. SCEC will provide metering as necessary for its billing

purposes. The CITY will develop substation metering plans in consultation with SCEC's power supplier.

4.2 All existing CITY loads currently installed within the SCEC certified service territory will be transferred to the SCEC billing system.

4.3 Rates for power shall be an SCEC tariff rate that consists of SCEC's purchased power cost plus a reasonable adder. The adder shall give due consideration to the unique nature of the City's load including but not limited to the City's ownership, operation and maintenance of the electric distribution system and the City's contribution of 5 MVA of substation capacity for use by SCEC for its other retail loads.

V. Term

5.1 The term of this Electrical System Operating Agreement is for 20 years and may be renewed by the parties in the manner as originally adopted.

5.2 This Agreement may be amended in the manner originally adopted by the agreement of the CITY and SCEC.

5.3 This Agreement may be terminated by any party upon the material breach by any other party in the performance of any provision of this Agreement. Written notice and an opportunity to cure such breach shall be given 30 days prior to the termination of the Agreement.

VI. Party Obligations

6.1 The parties agree that all of the obligations to be performed herein shall be undertaken in good faith and in a reasonable manner.

6.2 All design, construction, and reviews shall be undertaken to equal or exceed industry standards and existing laws and regulations. This Agreement or any review of the plans of another party as called for by this Agreement shall not give rise to any liability to the public or any member thereof for such review.

6.3 Each party agrees to indemnify and hold harmless the other parties from all liability, damage and cost to the extent caused by the negligence, errors or omissions of such party.

VII. Notice

All notices provided for in the Agreement shall in writing and provided to the following until such time as written notice of a change is given to the other parties.

CITY: Director Of Utilities
455 N Main Street – 8th Floor
Wichita, KS 67202

SCEC: General Manager
PO Box 220
Cheney, KS 67025

ENTERED INTO BY AND BETWEEN THE PARTIES ON THE DATE PROVIDED ABOVE.

SEDGWICK COUNTY RURAL ELECTRIC COOPERATIVE

_____
Al Henning, General Manager

ATTEST:

_____

CITY OF WICHTIA
By Order of the City Council

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Improvements to the K-96/Greenwich Interchange (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

- -

Recommendation: Approve the design concept and agreement.

Background: On July 7, 2009, the City Council approved a petition to design improvements to the interchange of K-96 Freeway and Greenwich. On July 24, 2009, the Staff Screening and Selection Committee recommended Professional Engineering Consultants (PEC) to design the interchange based upon their approach to the project, staff availability, knowledge and expertise. On September 11, 2009, negotiations for a scope of work and fee were concluded.

Analysis: The current partial interchange provides east bound exit and west bound entrance to K-96. The proposed improvement will construct the interior loops to add the missing ramps.

Financial Considerations: The approved budget is $500,000. The funding source is special assessments. A project scope and fee of $294,000 have been negotiated with PEC for the design of a complete interchange. The plans, specifications, and estimate are to be delivered by July 21, 2011.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow at a freeway interchange.

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

Recommendations/Actions: It is recommended that the City Council approve the design concept, approve the design agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

K-96 & Greenwich Road Interchange

THIS AGREEMENT, made this _____ day of _____, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

K-96 & GREENWICH ROAD INTERCHANGE
(Project No. 472 84836)

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements at K-96 and Greenwich Road Interchange and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $20,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. <u>THE CITY AGREES:</u>

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84836 $**294,000.00**

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
   1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
   2. Additional design services not covered by the scope of this agreement.
   3. Construction staking, material testing, inspection and administration related to the PROJECT.
   4. A major change in the scope of services for the PROJECT.

   If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

_____

Carl Brewer, City Mayor

SEAL:

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

_____

(Name & Title)

ATTEST:

_____

EXHIBIT "A"

SCOPE OF SERVICES

K-96 and Greenwich Interchange

(Project No. 472 84836)

The ENGINEER shall design and prepare final construction documents for ramps to complete the east half of the existing interchange at Greenwich Road and K-96 Highway further denoted as the PROJECT. Work shall include Environmental Documentation for Categorical Exclusion, Break in Access Study, Right of Way Documents, and Construction Documents including Final Plans and Special Provisions, and Bidding Phase Services. Final plans shall include grading, paving, bridge widening, drainage structures, signing, lighting, traffic signalization, marking seeding, landscaping and irrigation. Permitting shall be completed in accordance with DWR, USACE and KDHE requirements.

The ENGINEER shall provide professional services as required to develop final plans in conformity with the state and federal design criteria appropriate for the PROJECT in accordance with the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the City's approved Project Development Procedure for Non-NHS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with the Special Provisions, and with any necessary Project Special Provisions, and A Policy of Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the lasted version of the Manual on Uniform Traffic Control Devices (MUTCD), as applicable. Plans shall be prepared in the format and detail as required by the City Engineer for the City of Wichita and the Kansas Department of Transportation.

The scope of services set forth herein is predicated on the PROJECT receiving concurrence from the FHWA and KDOT as a Categorical Exclusion classification.

Professional Engineering Consultants, P.A. (ENGINEER) will function as the prime consultant for the design team which shall include the following named subconsultants:

SUBCONSULTANT	ASSIGNMENT
Allied Laboratories	Geotechnical and Survey
The Louis Berger Group	Environmental Documentation

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

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the ENGINEER used in the evaluation process.
2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary

street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.

5. Preliminary Water Line Alignments and Profiles. Preliminary water alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. This work shall include only that necessary to resolve conflicts with existing waterline.
6. Pedestrian and Bike Facilities. Prepare geometric/alignments and traffic control systems as necessary to realign bike path to line up with south ramp terminal crosswalk.
7. Preliminary Sanitary Sewer Line Alignments and Profiles. Preliminary Sanitary Sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work.
8. Right-of-Way. Identify right-of-way requirements for the preliminary concepts developed. Such right-of-way requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita. ENGINEER will stake the parcels for acquisition.
9. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in power point presentation.
10. S. I. & A. for Bridges. Perform initial and keep current the inspection/inventory and analysis for completion/update of the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT. ENGINEER shall also provide the CITY with a new S. I. & A. upon completion of the bridge widening construction, along with the Design Load Ratings ("Load Factor" method) and pictures, with one copy submitted to KDOT Bridge Engineer.
11. Landscape Plans. When the design has fulfilled the program requirements, submit three (3) sets of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit two (2) sets to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment.
12. Design Council. ENGINEER shall meet with the City's Design Council, to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY and as agreed upon at Field Check and/or Office Check Review.

1. Design Council. ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. In addition, the ENGINEER will meet at least twice jointly with the Design Council/City Council to obtain approval of art elements in the design. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise.

   (It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. ULCC. The ENGINEER shall prepare Utility Check plans and schedule with ULCC subcommittee for review as early as practical, usually prior to Field Check plan stage. A second ULCC review should be scheduled near Office Check plan stage. Utility coordination procedures shall conform to the current policy of the City Engineer.
3. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and three (3) sets of field check plans to the CITY and one copy of preliminary cost estimate and four (4) sets of field check plans to KDOT. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
   (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their

facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans. Coordination of utilities and pipelines for the PROJECT by the ENGINEER shall conform to current adopted policies of the City Engineer for Category II projects.

(b) Submit fifteen (15) sets of field check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of field check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.

(c) Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be included in the ENGINEER'S fee estimate. All bridge projects shall include the cost of soils and boring investigations in the ENGINEER'S fee.

(d) Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the monumentation of new corners for any additional right-of-way and a onetime marking of all the right-of-way for utility relocations at a time directed by the CITY.

(e) Prepare legal descriptions for Right of Entry and submit drawings to the City that are suitable for mailing to property owners. Incorporate Right of Entry limits on the plans.

4. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

(a) Submit three (3) sets of office check plans to the CITY and, if required, two (2) sets of office check plans to KDOT, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and with KDOT when required.

(b) Identify all known utility conflicts. ENGINEER shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings. Utility coordination procedures shall conform to current policy of the City Engineer.

(c) Submit fifteen (15) sets of office check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of office check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.

(d) Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 78, "Cleanup, Restoration or Replacement Following Construction."

(e) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.

5. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:

(a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.

(b) All engineering plans shall be prepared in ink on standard Mylar sheets in the format required by the CITY and/or KDOT. Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3½"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files

of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

(c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.

(d) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to CITY or KDOT standards as applicable.

(e) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.

(f) All applicable coordinate control points and related project staking information shall be furnished on the plans, as well as on a 3 ½" diskette or CD-ROM in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

(g) Final Tracings. The original tracings (plan sheets to be on Mylar) of the approved final plans and supplemental specifications shall be delivered to the City Engineer, of the City of Wichita, for the taking of bids as appropriate for the CITY and/or KDOT. Two half scale plans shall be furnished to the CITY, and if a KDOT/Federally funded project, 4 additional half scale plans shall be furnished.

(h) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.

(i) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.

6. Utility Relocation ENGINEER will stake the right-of-way for utility relocation.

7. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.

8. Post Letting.

(a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

(b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

(c) The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.

9. Project Schedule. 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 and generally in accordance with the milestones as enumerated 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. Concepts of the PROJECT by **November 16, 2009**
b. Field check plans of the PROJECT are due **June 7, 2010**
c. Office check plans are due **January 21, 2011**
d. Completion of all work required by this agreement (including submittal of final approved bid documents for advertising the PROJECT by **July 21, 2011**

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.
In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Approve Design-Build Construction Contractor Conco, Inc. to Build Van Maintenance and Storage Facility (All Districts)

INITIATED BY: Wichita Transit

AGENDA: New Business

Recommendation: Approve design-build construction contractor Conco, Inc.

Background: Wichita Transit has received project approval and secured funding from the Federal Transit Administration (FTA) to proceed with its design and construction to build a paratransit van maintenance and storage facility just north of its existing Transit Operations Center located at 777 E. Waterman.

Analysis: The following procurement process has been followed as per City of Wichita AR 2.1 Contracting for Professional Services – Request for Proposals:

- City Council approves design-build project procurement for facility on June 2, 2009.
- The Purchasing Department advertised and requested proposals to be submitted on July 7, 2009.
- Wichita Transit received seven proposals from construction/architect/engineering teams on the design/build project.
- A selection committee was established using City of Wichita Procurement policy and procedures. Eight members made up of Transit, Engineering, Building Management, Purchasing, City Manager's Office, Finance, Planning, and Law Departments' representatives.
- The first selection committee meeting was held on July 16, 2009, to discuss proposals and establish a "short list" of proposals to move on to formal interviews on the project. Four teams were recommended to move forward to final interviews on project.
- A second meeting was held on August 6, 2009, where the four finalists provided a presentation to the selection committee and answered questions. After interviews were completed, selection committee members rated each presentation (using evaluation criteria outlined in the RFP addendum) and ranked the proposals in a 1-4 ranking order.
- After evaluation sheets were reviewed and audited, CONCO/MVP Team was ranked #1 by seven of the eight selection committee members. Highlights of their proposal were: 1) Best direct experience in constructing maintenance/storage facilities (general contractor for the current Transit Operation Center in 1999, Sedgwick County maintenance facility, and recent city and county facilities in Greensburg/Kiowa County, Kansas, projects; 2) Direct design and engineering experience in receiving LEED certification on projects built in Greenburg/Kiowa County, Kansas; and 3) Cost estimates were within the estimated budget for this project.
- An independent review of the procurement process was required by the internal auditor from the City Manager's office. All information was provided the auditor, and we have received approval to proceed with negotiating a contract as of August 19, 2009.

Financial Considerations: Wichita Transit has acquired FTA grant funding in the amounts of $2,221,000 from American Recovery and Reinvestment Act (ARRA) and $1,569,422 from FTA 5307 capital funding for a total of $3,790,422. The City of Wichita will provide an in-kind land match of

$292,500, and a cash match of $99,855 from Sedgwick County is provided as a part of the downtown parking interlocal agreement for a total of $392,355. The total commitment of federal, county, and city in-kind resources to support this project is $4,182,777.

Goal Impact: The addition of this facility will advance the City Council's goals of efficient infrastructure and quality of life by providing a safe and dependable transportation facility and by maintaining a well-maintained van fleet for the benefit of the riding public.

Legal Considerations: The agreement and selection process met the requirements of Charter Ordinance 111, adopted September 13, 1988, for approval of design/build construction procurements.

Recommendations/Actions: It is recommended that the City Council accept the recommendation of the selection committee to enter into contract negotiations with Conco, Inc and authorize the Mayor to sign the Contract for Design-Build Services at a Stipulated Sum for an amount not to exceed $3,890,277.

Attachments: COW/CONCO Agreement between Owner and Design-Builder.

Agenda Report No. III-13

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: 2010 State Legislative Agenda

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the agenda.

Background: The contents of the proposed state legislative agenda have been reviewed during a City Council workshop on Sept. 22. The agenda presented for final approval in unchanged from the workshop agenda. Included with the agenda are two related documents: a resolution regarding high-speed rail service to Wichita and a local transportation needs list.

Analysis: Adoption of the agenda provides a starting point for the Council's involvement in the 2010 state legislative session. Additional agenda items may come forward as the session proceeds, and they will be brought to Council attention at the appropriate opportunity.

Financial Considerations: None.

Goal Impact: Adoption of the policy will contribute to the Internal Perspectives services goal relating to overall management, function and policy direction of the City of Wichita.

Legal Considerations: N/A.

Recommendations/Actions: It is recommended that the City Council approve the legislative agenda and, in a separate action, approve the associated resolution regarding high-speed rail service to Wichita.

Attachments: Proposed 2010 state legislative agenda, high-speed rail service resolution and local transportation needs list.

RESOLUTION 09-332

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, SUPPORTING THE BEST POSSIBLE ROUTE LOCATION AND SCHEDULING FOR ANY DAYTIME RAIL SERVICE TO WICHITA

WHEREAS, the City of Wichita's top transportation priorities remain what they have been for the past several years; and

WHEREAS, intercity rail service would be a complimentary transportation option to what our community currently offers citizens of our region; and

WHEREAS, national high-speed passenger rail funding programs are emerging; and

WHEREAS, there is general recognition that high-speed passenger rail service would be a benefit to our region; and

WHEREAS, high-speed passenger rail service would be of particular value to the economic development of downtown Wichita; and

WHEREAS, there is general acknowledgement by state legislative and transportation leaders that high speed passenger rail service is a distinct possibility; and

WHEREAS, the city of Wichita and the surrounding region would be best served by daytime north and south bound train service on a direct route between Fort Worth, Oklahoma City and Kansas City; and

WHEREAS, ***it*** is fully recognized that no final decisions and recommendations can be made until completion of the forthcoming feasibility study and service delivery plans authorized by the KDOT;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GOVERNING BODY OF THE CITY OF WICHITA, THAT:
The Wichita City Council is on record in support of the best possible scheduling and route location for the economic growth of our community.

APPROVED THIS 13th DAY OF OCTOBER 2009.

THE CITY OF WICHITA, KANSAS

_____	_____
Carl Brewer, Mayor	Jim Skelton, Vice Mayor
_____	_____
Sue Schlapp, Council Member	Jeff Longwell, Council Member
_____	_____
Janet Miller, Council Member	Paul Gray, Council Member
_____	
Lavonta Williams, Council Member	

Attest:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law and City Attorney

State Legislative Agenda – 2010
Local Transportation Needs List

			Probable Cost ($M)
1		West Wichita Floodway Crossing	$50
2		Lincoln Bridge and Dam KDOT Project No. 87 N-0361-01	$13
3		Kellogg Corridor Total	$750
	3a	East Kellogg (US-54/400)(Cypress to 127th) KDOT Project No. 54-87 KA-1163-01	$300
	3b	East Kellogg (US-54/400) (127th to Butler County Line) KDOT Project No. 54-87 KA 1164-01	$230
	3c	West Kellogg (US-54/400) (167th to 111th) (Phase 3 Frontage Road) KDOT Project No. 54-87 K 6657-03	$10
	3d	West Kellogg (US-54/400) (167th to 111th) (Phase 4 Frontage Road) KDOT Project No. 54-87 K 6657-03	$9
	3e	West Kellogg (US-54/400) (167th to 111th) (Phase 5 Freeway) KDOT Project No. 54-87 K 6657-03	$96
	3f	West Kellogg (US-54/400) (167th to 111th) (Phase 6 Frontage Road) KDOT Project No. 54-87 K 6657-03	$15
	3g	West Kellogg (US-54/400) (167th to 111th) (Phase 7 Frontage Road) KDOT Project No. 54-87 K 6657-03	$10
	3h	West Kellogg (US-54/400) (167th to 111th) (Phase 8 Freeway) KDOT Project No. 54-87 K 6657-03	$80
4		Interchange at K-96 & Greenwich	$9

Other Related Projects Outside of City of Wichita Jurisdiction

5	East Kellogg (US-54/400) (Butler County Line to 1/2 mi. E of Praire Creek Rd.) KDOT Project No. 54-8 K-1156-01	$200
6	West Kellogg (US-54/400) (263rd to 167th) KDOT Project No. 54-87 K 8235-01	$200
7	I-235, Kellogg to Central KDOT Project No. 54-87 K 8235-01	$217

2010 State Legislative Agenda 2009-09-17 MGJ.ssfx

2010 City of Wichita Proposed Legislative Agenda

Presented by Dale Goter

Government Relations Manager

Sept. 22, 2009

Wichita City Council Workshop

PROCESS

- Solicitation of department ideas
- Work with Visioneering , REAP, LKM
- Workshop with Council (solicit, affirm suggested issues)
- Final approval by Council (Oct. 13)
- On-going Council involvement in legislative process (Jan.-April)
- Coordinated monitoring with other local advocates

Presentation Categories

- Community agenda
- Department proposals
- Issue monitoring

COMMUNITY AGENDA

- Visioneering

(2009 carryover issues)

1) Affordable Airfares
2) ASR funding
3) Technical education (NIAR, NCAT)
4) WCGME (Medical education)
5) Kansas Small Business Development
6) Nursing program expansion

Final 2010 agenda approved later in year

COMMUNITY AGENDA

REAP

Agenda process underway

2009 agenda included CTP, Affordable Airfares, ASR funding

Adopted Dec. 14

COMMUNITY AGENDA
Comprehensive Transportation Plan

- The City of Wichita encourages the Kansas Legislature to create a new statewide Comprehensive Transportation Plan (CTP).

COMMUNITY AGENDA
Comprehensive Transportation Plan

- The City of Wichita also is supportive of the regional transportation agendas of the Wichita Area Metropolitan Planning Organization (WAMPO) and the South-Central Kansas Regional Economic Area Partnership (REAP).

COMMUNITY AGENDA
Comprehensive Transportation Plan

- As evidence of the need for a CTP, the City of Wichita provides an agenda of local transportation needs that could benefit from a statewide program.

COMMUNITY AGENDA
Comprehensive Transportation Plan

STRATEGY: Support legislative effort to create CTP, provide attached list of COW transportation issues, work with regional partners to ensure positive outcome for south-central Kansas.

COUNCIL REQUESTS

High-Speed Passenger Rail Service

Council resolution of support for daytime service, in the event that high-speed passenger rail service is approved by the Kansas Legislature

DEPARTMENT PROPOSALS
City Manager's Office

Historical Tax Credits

ISSUE: Unintended consequences of 2009 state budget cuts have compromised existing projects relying on HTCs.

STRATEGY: Work with stakeholders to find legislative solution that honors the state's commitment to current pipeline projects

DEPARTMENT PROPOSALS
Water Utilities

ASR project funding

ISSUE: Request for third-year funding in support of Aquifer Storage Recharge project

STRATEGY: Support Kansas Water Authority budget request of $805,000

Water Utilities

Rural Water District compensation

ISSUE: No effective conflict resolution when municipalities seek to extend urban density development into RWD territory

STRATEGY: Work with REAP Water Resource Committee, LKM, KRWA, WABA to craft compromise solution

Water Utilities

Statewide Water Plan Fee Hike

ISSUE: Kansas Water Authority may request 50 percent increase in municipal water user fee (all other fees would also be increased).

STRATEGY: Encourage reevaluation of state water policy as a condition of any fee increase. Cost/benefit analysis must validate increase in state-imposed water user fees.

Library

1) Stable funding, local control

2) Monitor budget process for statewide library issues.

ISSUES TO MONITOR
State Budget Deficit

Encourage the Kansas Legislature to use its best judgment in balancing the state budget, while taking into consideration the effects of any specific cuts in programs affecting the City of Wichita.

Discourage the use of fee fund “sweeps” to augment the state general fund.

ISSUES TO MONITOR
RICO legislation

STATUS: State legislation may be introduced that would mirror federal RICO statutes and enhance prosecution opportunities to fight gang activities. WPD will evaluate and recommend City of Wichita position.

ISSUES TO MONITOR

- LAVTR
- Eminent Domain
- Home Rule
- Casino revenue distribution
- Annexation
- LKM agenda

WORK IN PROGRESS

- Unforeseen issues will arise between now and the end of the session in May.
- PROCESS: Staff evaluation, City Manager review, Council notice and/or action

Agenda Item No. IV-1

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: ZON2009-00027 Associated with CUP2009-00026 – Request City zone change from SF-5 Single-Family Residential to LC Limited Commercial, and creation of DP-321 Harry and Webb Commercial Community Unit Plan; generally located south of Harry Street and east of Webb Road. (District II)

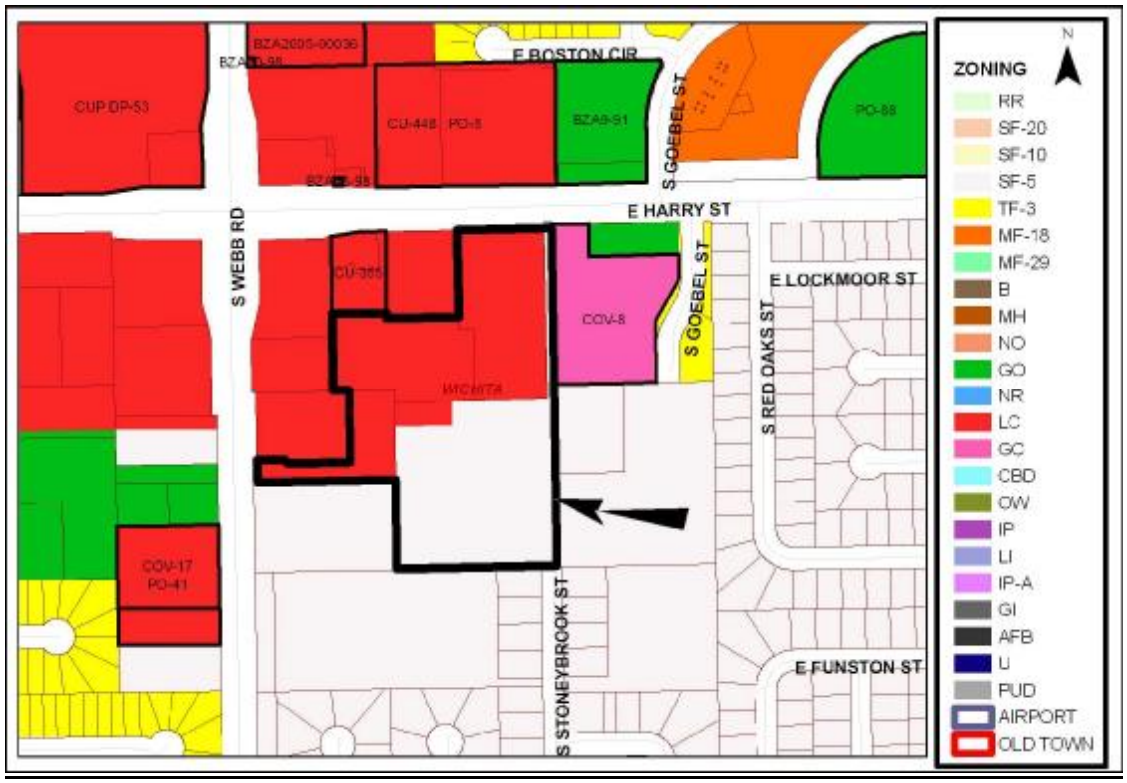
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve subject to platting within one year and conditions (12-0-1).

MAPD Staff Recommendations: Approve subject to platting within one year and conditions.

DAB Recommendations: Approve subject to platting within one year and MAPC conditions, with one additional condition (11-0).



BACKGROUND: The applicant proposes to create DP-321 Harry and Webb Commercial Community Unit Plan ("CUP") south of Harry Street and east of Webb Road. The CUP would be zoned LC Limited Commercial ("LC") and would consist of a single lot with a skinny strip of access to Webb Road and a limited amount of frontage on Harry Street, but ballooning out to a 10.00-acre single parcel located south and east of the strip of commercial uses already in place directly fronting these arterial streets. Total size of the CUP is 10.33 acres. CUP2009-00026 is accompanied by ZON2009-00027, which is a rezoning of approximately four acres on the southeast portion of the proposed CUP. Currently, this property is zoned SF-5 Single-Family Residential ("SF-5").

The LC zoning on the CUP consists of a portion of the LC commercial corner zoned in 1958. Additional commercial zoning was added along Webb Road in 2002 (ZON2002-00005) and 2.4 acres along Harry Street in 2005 (ZON2005-00017).

Uses permitted would be those allowed by right in the LC district except: adult entertainment, sexually oriented business, correctional placement residences, night club, and tavern and drinking establishment. Activities prohibited within 200 feet of residential uses include: drive-through windows, convenience stores, service stations and vehicle repair, limited. Additional restrictions are to prevent headlights associated with queuing lanes from shining into residential zoning, overhead doors associated with vehicle repair would be prohibited within 200 feet of residential uses and not be allowed to face residential zoning districts and noise is restricted.

CUP provisions include maximum building coverage of 30 percent, maximum floor area of 35 percent of lot area and maximum height of 35 feet. Number of buildings specified is two. Setbacks are 100 feet on the south property line and 35 feet along the north, west and east property lines.

Consistency is called for in architecture, lighting standards of 25 feet for most of the parcel, but reduced to 15 feet within 200 feet of the south property line. It also calls for consistency in signage and landscaping. It provides for pedestrian connectivity between buildings and the main roads and internal circulation and smooth vehicular flow within the parcel. A screening wall of six to eight feet in height is required abutting residential zoning.

The signage provisions for freestanding signage stipulate one monument-style sign 24 feet in height for each frontage, with a size of 160 square feet each. The frontage on Webb Road is only 60 feet, which by the Wichita Sign Code would be entitled to a sign limited to 48 square feet in size. Harry Street would be entitled to a sign limited to 208 square feet. Combined, the amount allotted to both streets would be 256 square feet, which is below the 320 square feet requested. The Wichita Sign Code does not provide for increasing the total amount of signage or redistributing the allotment among the two CUP frontages. Signage is not specifically named as a requirement eligible for waiver by the Unified Zoning Code in Article III, Section III-C.2.d although sign control is listed as one of the purposes of the CUP in Article III, Section III-C.2.a. If the governing body approves the sign amount as requested, it constitutes an override of Wichita Sign Code by the Unified Zoning Code under the authority for waivers, and the grounds for this waiver is when the governing body determines the waiver constitutes good planning practice and furthers the objectives of the Comprehensive Plan. In terms of current conditions, Webb Road already has three signs along the stretch between the CUP and the intersection (Subway approximately 100 feet to the north, then Taco Shop, then QuikTrip all within 350 feet). The vacant parcel, which lies outside the CUP although the strip of access in the CUP is carved from this parcel) would add another sign, allowing three signs within 100 feet which is beyond the desired spacing.

Other sign provisions include prohibiting portable, billboard and off-site signs, limiting window signage to 25 percent of window area, prohibiting building signs on the south façade and limiting flashing signs to those for public service type messages.

A convenience store is located at the southeast corner of the intersection of Webb Road and Harry Street. Other commercial uses along the south side of Harry Street, east of Webb Road, include a car wash and a tire,

battery and accessory store. Other commercial uses along the east side of Webb Road, south of Harry Street, include two fast food restaurants and a vacant retail tract. All of these uses are located on property zoned LC and all adjoin the proposed CUP on its interior northern and western boundary line. The tract of land east of the proposed CUP is zoned GC General Commercial ("GC"), GO General Office ("GO") and TF-3 Two-Family Residential ("TF-3") and SF-5. A church owns this site and has a building along Harry Street; much of the site is vacant. It used to be a nursery business. The residential subdivision located east of the church is zoned SF-5. The property south of the proposed CUP is developed with the Brentwood residential development and is zoned SF-5. The CUP shares a common property line with the northern edge of this development. A large-lot single-family home and a church are located to the southwest of the CUP. A mini-storage warehouse, an office complex and a condominium zoned MF-18 Multi-Family Residential ("MF-18") are developed to the north of the CUP. In the vicinity of the intersection of Harry Street and Webb Road, all four corners are developed commercially, with a bank, and two strip commercial buildings to the northeast, a Dillons to the northwest, and a Walgreens and fast food restaurant, a residence and a vacant tract to the southwest. A large lot residence and a vacant tract remain farther south on the west side of Webb Road across from the CUP entrance. North of the CUP frontage on Harry Street are located a freestanding restaurant, a mini-storage warehouse, a cluster of office buildings and a condominium development with about 16 dwelling units zoned MF-18 Multi-Family Residential ("MF-18").

Analysis: At the MAPC meeting held September 10, 2009, the MAPC voted (12-0-1) to approve subject to the staff recommendations, modified by removing the restriction on signage from 160 square feet to 96 square feet along Webb Road, removing the requirement for traffic improvements, which will be addressed by a traffic study reviewed in conjunction with the plat, and adding a requirement to allow pedestrian and bicycle access through the wall to the east and south from the residential area. No citizens were present to speak on the case. No protests have been received.

The recommendations of MAPC are: **APPROVE** the request subject to platting within one year and subject the following conditions:

A. APPROVE the zone change (ZON2009-00027) to LC.

B. APPROVE the Community Unit Plan (DP-321), subject to the following conditions:
   1. Access location on Harry Street shall be located midpoint between entrances on adjoining properties.
   2. An opening to the south and to the east in the screening wall for pedestrian and bicycle connectivity with the nearby residential neighborhood shall be permitted.
   3. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
   4. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
   5. The ordinance/resolution establishing the zone change shall not be published until the platting has been recorded with the Register of Deeds.
   6. Prior to publishing the ordinance/resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-321) includes special conditions for development on this property.
   7. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

At the DAB II meeting held September 14, 2009, the District Advisory Board voted (11-0) to follow the recommendation of the MAPC, with one additional condition that no LED/Digital signage be allowed. Several citizens were present and spoke with concerns about screening and buffering, what type of use will be on the site, if there will be a pond on the development and whether the residents will have pedestrian access.

Financial Considerations: None

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change and CUP subject to the condition of platting within one year and the recommended conditions; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council; or

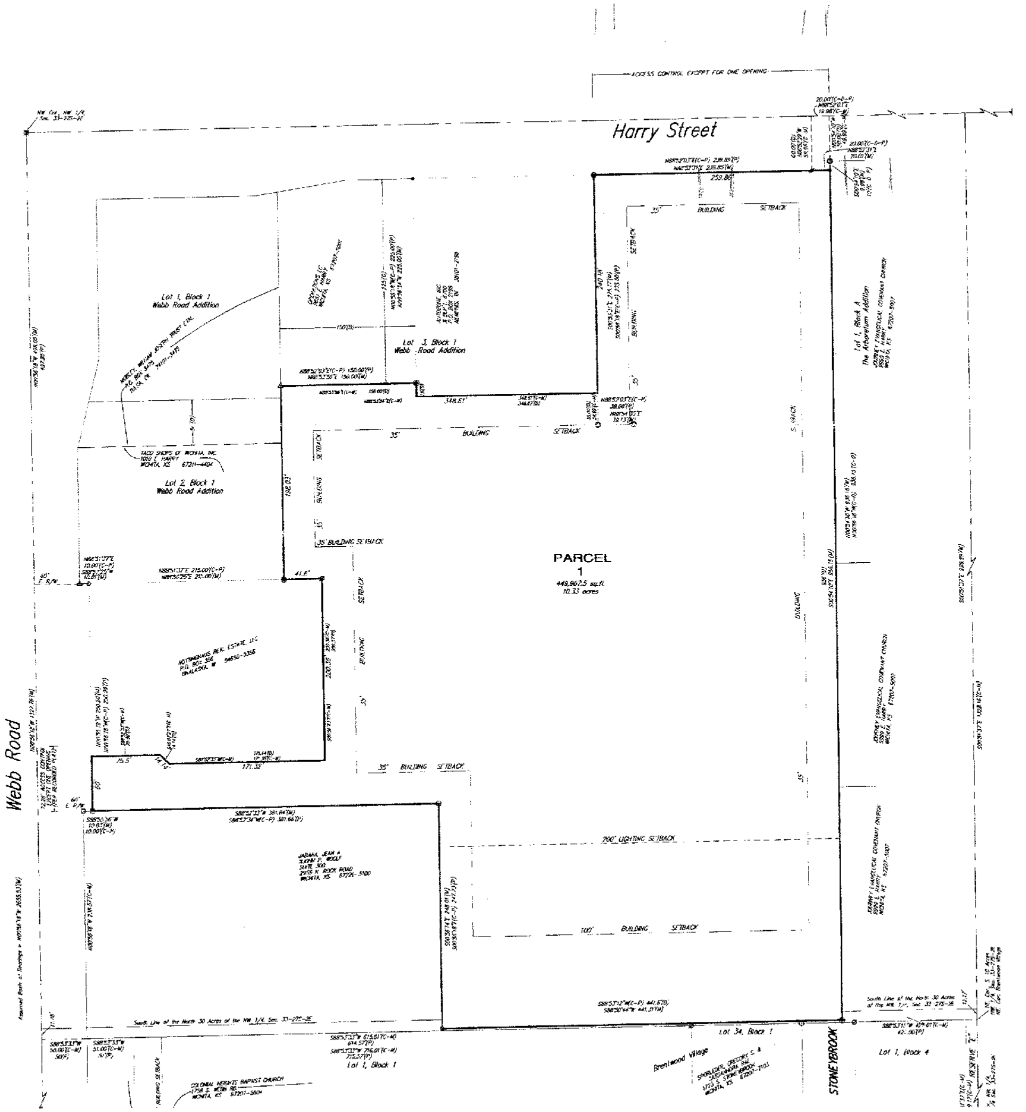
2. Return the application to the MAPC for reconsideration

(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)

HARRY AND WEBB COMMERCIAL CUP

COMMUNITY UNIT PLAN

DP-321



GENERAL PROVSIONS:

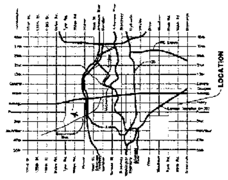
1. Total Land Area: 449,967.5 ± sq.ft. or 10.33 ± acres
   Net Land Area: 449,967.5 ± sq.ft. or 10.33 ± acres
2. Total Gross Floor Area: 157,488.6 sq.ft.
   Total Floor Area Ratio: 35 percent
3. Parking shall be provided in accordance with Section IV of the Unified Zoning Code, unless otherwise specified in the parcel description.
4. Setbacks are as indicated on the C.U.P. drawing, or as specified in the parcel descriptions.
5. A Drainage Plan shall be submitted to the appropriate Engineer for approval during the platting process. Required guarantees for drainage shall be provided at the time of platting improvements.
6. Signs will be as allowed by the Sign Code, City Code Title 24.04 of the City of Wichita, with the following additional conditions/limitations:
   A. Parcel 1 is permitted one freestanding sign per arterial frontage with the following area restrictions:
      Parcel 1: 160 sq. ft. of signage along Harry
      160 sq. ft. of signage along Webb Road
   B. As the frontage develops along the arterial roadways, monument type signs shall be spaced a minimum of 150' apart, irrespective of how land is leased or sold.
   C. Flashing signs (except for signs showing only time, temperature and other public service messages), rotating or moving signs, signs with moving lights or signs which create illusions of movement are not permitted.
   D. Portable, billboards and off-site signs are not permitted.
   E. Window display signs are limited to 25% of the window area
   F. All building signs shall meet the City of Wichita Sign Code for the "LC" zoning district, shall not exceed 3 total building signs per street frontage, per building, and limited to 20% of the facade elevation with no individual sign exceeding 400 sq.ft. No signs shall be allowed on the south elevation of any buildings.
   G. All freestanding signs must be monument type and shall have a maximum height of 24 feet for Parcel 1. All freestanding signs shall share similar elements in design.
7. Access Controls shall be as shown on the final plat.
8. All exterior lighting shall be shielded to direct light disbursement in a downward direction.
9. All parcels shall share similar or consistent parking lot lighting elements (i.e., fixtures, poles, and lamps, and etc.).
   A. Limited height of light poles, including fixtures, lamps and base, to 25 feet. Lighting shall be limited to a height of 15 feet if located within the south 200 feet of Parcel 1 as shown on the plan.
   B. Extensive use of back lit canopies and neon or fluorescent tube lighting on buildings is not permitted.
10. Utilities shall be installed underground on all parcels.
11. Landscaping for this site shall be required as follows:
   A. Development of all parcels within the C.U.P. shall comply with the Landscape Ordinance of the City of Wichita, with a shared palette of landscape materials among parcels.
   B. A landscape plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the type, location, and specifications of all plant material. This plan shall be submitted to the Planning Department for their review and approval prior to issuance of a building permit.
   C. A financial guarantee for the plant material approved on the landscape plan for that portion of the C.U.P. being developed shall be required prior to issuance of any occupancy permit, if the required landscape has not been planted.
12. Screening:
   A. A six (6) to eight (8) foot high concrete/masonary wall shall be constructed along the south, west and east property lines where adjacent to residential zoning.
   B. This solid wall shall be constructed of a pattern and color that is consistent or compatible with the building walls.
   C. Solid screening shall be provided for all outdoor work and storage areas within 200 feet of residential uses.
   D. Rooftop mechanical equipment shall be screened from ground level view with similar materials to the main building per Unified Zoning Code.
13. Trash receptacles, loading docks, outdoor storage, and loading areas shall be appropriately screened, with similar materials to the main building, to reasonably hide them from ground view.
14. All buildings in the C.U.P. shall share uniform architectural character, color, texture, and the same predominate exterior building material, and shall be reviewed and approved by the Planning Director prior to the issuance of any building permits. Building walls and roofs must have predominately earth-tone colors, with vivid colors limited to incidental accent, and must employ materials similar to surrounding residential areas. Metal as an exterior material shall be limited to incidental accent.
15. Fire lanes shall be in accordance with the appropriate Fire Code. No parking shall be allowed in said fire lanes, although they may be used for passenger loading and unloading. The Fire Chief or his designated representative shall review and approve the location and design of all fire lanes. Fire hydrant installation and paved access to all building sites shall be provided for each phase of construction prior to the issuance of building permits.
16. No parcel within this C.U.P. shall allow the use of adult entertainment establishments; sexually oriented business; correctional placement residences; night club in the city; and tavern and drinking establishment. Restaurants that serve liquor can be developed and may serve liquor, as long as food is the primary service of the establishment. Restaurants with drive-through windows, convenience stores, service stations, and vehicle repair, limited will not be permitted within 200 feet of residential uses. Restaurants with drive-through windows shall be designed to ensure queuing lanes for drive-through windows will not align vehicle headlights in such a manner as to face residential zoning. Overhead doors associated with vehicle repair uses shall not be allowed within 200 feet of residential uses and shall not be facing any residential zoning district. Exterior audio systems that project sound beyond the boundaries of the C.U.P. are prohibited.
17. Amendments, adjustments or interpretations to this C.U.P. shall be done in accordance with the Unified Zoning Code.
18. The Transfer of title of all or any portion of land included within the Community Unit Plan (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns.
19. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
20. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
21. A plan for a pedestrian walk system shall be submitted and approved by the Director of Planning prior to the issuance of building permits. Said walk system shall link the sidewalk along Harry Street and Webb Road with the proposed buildings within the subject property.
22. No development shall occur until such time as municipal water and sewer service are provided to the site.
23. Approval of a site circulation plan by the Planning Director is required for each phase of construction prior to the issuance of a building permit. An overall site plan shall be required for review and approval by the Planning Director prior to the issuance of any building permits; the site plan shall ensure internal circulation within the parcels and joint use of ingress/egress openings and that private drive openings are not impacted/blocked by the layout of parking stalls or landscaping.
24. Guarantees for specific street improvements for Harry Street and Webb Road shall be further reviewed and determined at the time of platting.

PARCEL 1

A. Total Land Area: 449,967.5 ± sq.ft. or 10.33 ± acres
B. Maximum Building Coverage: 134,990.2 sq.ft. (30%)
C. Maximum Gross Floor Area: 157,488.6 sq.ft.
D. Floor Area Ratio: 35 percent
E. Maximum Number of Buildings: Two (2)
F. Maximum building height to conform to Chapter 28.08 Code of the City of Wichita, but shall be not greater than 35 feet.
G. Setbacks: See Drawing
H. Access Points: See Drawing
I. Permitted Uses:
   All permitted uses by right in the "Limited Commercial" zoning district of the Wichita-Sedgwick County Unified Zoning Code, except for those listed under G.P. #16

LEGAL DESCRIPTION:

That part of the NW ¼ of Sec. 33, Twp. 27-S, R-2-E of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning at the NW corner of Lot 1, Block 1, Nguyen Addition, an addition to Sedgwick County, Kansas; thence N88°52'03"E (calculated per platted information), N88°52'31"E (measured), along the north line of Lot 1, Block 1, in said Nguyen Addition, 239.89 feet (platted), 239.85 feet (measured), to the NE corner of Lot 1, Block 1, in said Nguyen Addition, said NE corner also being the SW corner of a street dedication recorded in Film 100, Page 459; thence N88°52'03"E (calculated per description in Film 100, Page 459), N88°52'31"E (measured), along the south line of said street dedication (Film 100, Page 459), 20.00 feet (described in Film 100, Page 459), 20.01 feet (measured), to the SE corner of said street dedication (Film 100, Page 459), said SE corner also being a point on the east line of a tract of land described in Deed Book 1527, Page 382; thence S00°56'18"E (calculated per description in Deed Book 1527, Page 382), S00°54'10"E (measured), along the east line of said tract of land (Deed Book 1527, Page 382), 936.15 feet (calculated per description in Deed Book 1527, Page 382), 936.18 feet (measured), to the SE corner of said tract of land (Deed Book 1527, Page 382); thence S88°53'13"W (calculated per description in Deed Book 1527, Page 382), S88°50'44"W (measured) along the south line of said tract of land, 441.6 feet (described in Deed Book 1527, Page 382), 441.31 feet (measured), to the SW corner of said tract of land, (Deed Book 1527, Page 382); thence N00°56'18"W (calculated per description in Deed Book 1527, Page 382), N00°56'14"W (measured), along the west line of said tract of land (Deed Book 1527, Page 382), 247.71 feet (calculated per described information), 248.01 feet (measured), to the SE corner of Lot 1, Block 1, Subway Addition to Wichita, Sedgwick County, Kansas; thence S88°52'34"W (calculated per platted information), S88°52'33"W (measured), along the south line of said Lot 1, 381.66 feet (platted), 381.84 feet (measured), to the SW corner of said Lot 1; thence N00°56'18"W (calculated per platted information), N00°55'19"W (measured), along the west line of said Lot 1, 60.00 feet; thence N88°52'34"E (calculated per platted information), N88°52'33"E (calculated per measured information), parallel with the south line of said Lot 1, 75.50 feet; thence S46°07'27"E (calculated per measured information), 14.14 feet (calculated per measured information), to a point 50.00 feet normally distant north of the south line of said Lot 1; thence N88°52'34"E (calculated per platted information), N88°52'33"E (calculated per measured information), parallel with the south line of said Lot 1, 171.14 feet (calculated per platted information), 171.35 feet (calculated per measured information), to a point 125.00 feet (calculated per platted information), 124.93 feet (calculated per measured information), normally distant west of the east line of said Lot 1; thence N00°55'27"W (calculated per platted information), N00°56'43"W (calculated per measured information), parallel with the east line of said Lot 1, 200.37 feet (calculated per platted information), 200.36 feet (calculated per measured information) to a non-platted deflection corner in the north line of said Lot 1, said non-platted deflection corner being 125.00 feet (calculated per platted information), 124.93 feet (measured), west of the NE corner of said Lot 1, said non-platted deflection corner also being on the westerly portion of the south line of Lot 3 in Webb Road Addition, Sedgwick County, Kansas; thence S88°51'37"W (calculated per platted information from said Subway Addition), S88°52'03"W (calculated per platted information from said Webb Road Addition), S80°50'25"W (measured) along the line common to Lot 3, Block 1, in said Webb Road Addition and Lot 1, Block 1, in said Subway Addition, 41.72 feet (calculated per platted information), 41.80 feet (measured) to the SW corner of Lot 3, Block 1, in said Webb Road Addition; thence N00°56'18"W (calculated per platted information), N00°56'34"W (measured), along the west line of said Lot 3, 212.93 feet (calculated per platted information), 213.00 feet (measured), to a point 213.75 feet (calculated per platted information), 213.66 feet (calculated per measured information), south of the NW corner of said Lot 3, said corner also being the SW corner of a tract of land described and conveyed in Kansas Statutory Warranty Deed recorded in Film 2016 at Page 1465; thence N88°52'03"E (calculated per description in Kansas Statutory Warranty Deed recorded in Film 2016 at Page 1465), N88°53'56"E (measured), along the south line of said tract of land, 150.00 feet (calculated per description in Kansas Statutory Warranty Deed recorded in Film 2016 at Page 1465 and measured), to the SE corner of said tract of land; thence S00°56'18"E (calculated per description in Kansas Statutory Warranty Deed recorded in Film 2016 at Page 1465), S00°56'34"E (measured), along the southerly extension of the east line of said tract of land, (described and conveyed in Kansas Statutory Warranty Deed recorded in Film 2016 at Page 1465), 15.00 feet (measured); thence N88°52'03"E (calculated per platted information), N88°53'56"E (measured), 198.67 feet (calculated per platted information), 198.61 feet (measured), to a point on the east line of said Lot 3, said point being 240.00 feet (calculated per platted information), 240.18 feet (measured), south of the NE corner of said Lot 3, said point also being on the west line of Lot 1, Block 1, in said Nguyen Addition; thence N00°53'14"W (calculated per platted information from said Nguyen Addition), N00°56'18"W (calculated per platted information from said Webb Road Addition), N00°53'31"W (measured), along the west line of Lot 1, Block 1, in said Nguyen Addition, 240.00 feet (calculated per platted information), 240.18 feet (measured), to the point of beginning.



REVISIONS

Submitted: August 3, 2009
Revised per Staff Comments: September 2, 2009
Revised per MAPC:
Approved per City Council:

SCALE: 1" = 60'

DP-321

HARRY AND WEBB COMMERCIAL COMMUNITY UNIT PLAN

Baughman Company, P.A.
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Antione Sherfield, Neighborhood Assistant, District II

SUBJECT: **CUP2009-00026 and ZON00027 DP-321 Harry and Webb Commercial Community Unit Plan**

DATE: September 14, 2009

On Monday, September 14, 2009, the District II Advisory Board considered a Commercial Community Unit Plan located South of Harry Street and East of Webb Road.

BACKGROUND: The applicant proposes to create DP-321 Harry and Webb Commercial Community Unit Plan ("CUP") south of Harry Street and east of Webb Road. The CUP would be zoned LC Limited Commercial ("LC") and would consist of a single lot with a skinny strip of access to Webb Road and a limited amount of frontage on Harry Street, but ballooning out to a 10.00-acre single parcel located south and east of the strip of commercial uses already in place directly fronting these arterial street. Total size of the CUP is 10.33 acres. CUP2009-00026 is accompanied by ZON2009-00027, which is a rezoning of approximately four acres on the southeast portion of the proposed CUP. Currently, this property is zoned SF-5 Single-Family Residential ("SF-5").

The LC zoning on the CUP consists of a portion of the LC commercial corner zoned in 1958. Additional commercial zoning was added along Webb Road in 2002 (ZON2002-00005) and 2.4 acres along Harry Street in 2005 (ZON2005-00017).

Uses permitted would be those allowed by right in the LC district except: adult entertainment, sexually oriented business, correctional placement residences, night club, and tavern and drinking establishment. Activities prohibited within 200 feet of residential uses include: drive-through windows, convenience stores, service stations and vehicle repair, limited. Additional restrictions are to prevent headlights associated with queuing lanes from shining into residential zoning, overhead doors associated with vehicle repair would be prohibited within 200 feet of residential uses and not be allowed to face residential zoning districts and noise is restricted.

CUP provisions include maximum building coverage of 30 percent, maximum floor area of 35 percent of lot area, maximum height of 35 feet. Number of buildings specified is two. Setbacks are 100 feet on the south property line, and 35 feet along the north, west and east property line.

Consistency is called for in architecture, lighting standards of 25 feet for most of the parcel, but reduced to 15 feet within 200 feet of the south property line. It also calls for consistency in signage and landscaping. It provides for pedestrian connectivity between buildings and the main roads and internal circulation and smooth vehicular flow within the parcel. A screening wall of six to eight feet in height is required abutting residential zoning.

The signage provisions for freestanding signage stipulate one monument-style sign 24 feet in height for each frontage, with a size of 160 square feet each. The frontage on Webb Road is only 60 feet, which by

the Wichita Sign Code would be entitled to a sign limited to 48 square feet in size. Harry Street would be entitled to a sign limited to 208 square feet. Combined, the amount allotted to both streets would be 256 square feet, which is below the 320 square feet requested. The Wichita Sign Code does not provide for increasing the total amount of signage or redistributing the allotment among the two CUP frontages. Signage is not specifically named as a requirement eligible for waiver by the Unified Zoning Code in Article III, Section III-C.2.d although sign control is listed as one of the purposes of the CUP in Article III, Section III-C.2.a. If the governing body approves the sign amount as requested, it constitutes an override of Wichita Sign Code by the Unified Zoning Code under the authority for waivers, and the grounds for this waiver is when the governing body determines the waiver constitutes good planning practice and furthers the objectives of the Comprehensive Plan. In terms of current conditions, Webb Road already has three signs along the stretch between the CUP and the intersection (Subway approximately 100 feet to the north, then Taco Shop, then QuikTrip all within 350 feet). The vacant parcel, which lies outside the CUP although the strip of access in the CUP is carved from this parcel) would add another sign, allowing three signs within 100 feet which is beyond the desired spacing.

Other sign provisions include prohibiting portable, billboard and off-site signs, limiting window signage to 25 percent of window area, prohibiting building signs on the south façade and limiting flashing signs to those for public service type messages.

A convenience store is located at the southeast corner of the intersection of Webb Road and Harry Street. Other commercial uses along the south side of Harry Street east of Webb Road include a car wash and a tire, battery and accessory store. Other commercial uses along the east side of Webb Road south of Harry include two fast food restaurants and a vacant retail tract. All of these uses are located on property zoned LC and all adjoin the proposed CUP on its interior northern and western boundary line. The tract of land east of the proposed CUP is zoned GC General Commercial ("GC"), GO General Office ("GO") and TF-3 Two-Family Residential ("TF-3") and SF-5. A church owns this site and has a building along Harry; much of the site is vacant. It used to be a nursery business. The residential subdivision located east of the church is zoned SF-5. The property south of the proposed CUP is developed with the Brentwood residential development and is zoned SF-5. The CUP shares a common property line with the northern edge of this development. A large-lot single-family home and a church are located to the southwest of the CUP. A mini-storage warehouse, an office complex and a condominium zoned MF-18 Multi-Family Residential ("MF-18") are developed to the north of the CUP. In the vicinity of the intersection of Harry and Webb, all four corners are developed commercially, with a bank, and two strip commercial buildings to the northeast, a Dillons to the northwest, and a Walgreens and fast food restaurant, a residence and a vacant tract to the southwest. A large lot residence and a vacant tract remain farther south on the west side of Webb across from the CUP entrance. North of the CUP frontage on Harry Street are located a freestanding restaurant, a mini-storage warehouse, a cluster of office buildings and a condominium development with about 16 dwelling units zoned MF-18 Multi-Family Residential ("MF-18").

CASE HISTORY: The SF-5 property and approximately ¼ acre of LC property is un-platted. The remaining land is covered by three subdivision plats, including, Webb Road Addition, recorded October 2, 1974, Subway Addition, recorded May 8, 2003 and Nguyen Addition, recorded October 9, 2007.

ADJACENT ZONING AND LAND USE:

NORTH:	LC, GO, MF-18	Warehouse, self-service storage, offices, condominiums, restaurant
EAST:	GC, SF-5, GO, TF-3, SF-5	Church, vacant land owned by church, single-family residential
SOUTH:	SF-5	Single-family residential, church
WEST:	LC, GO, SF-5	Retail, grocery, drug store, commercial strip centers, bank, fast-food restaurants, vacant, residence

Citizens from the surrounding residential area had the following concerns and comments.

- **How close will the wall backup to residential neighborhood**
- **What will take place on the East side of the commercial lot**
- **Will there be at least a 100 ft. of buffer between the wall and residential area**
- **Inquisitive in regard to who will be renting commercial space**
- **Will residents still have access to walk through lot once built**
- **Will there be some sort of pond on the commercial development**

Recommended Action: The **DAB** voted **(11-0)** to approve the recommendation as the MAPC did with addition of restricting of any **LED/Digital** signs from being part of signage.

Antione Sherfield
Neighborhood Assistant
District II

ORDINANCE NO. _____

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. ZON2009-00027

Zone change from SF-5 Single-Family Residential ("SF-5") to LC Limited Commercial ("LC") on property described as:

That part of the NW ¼ of Sec. 33, Twp. 27-S, R-2-E of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning at the NW corner of Lot 1, Block 1, Nguyen Addition, an addition to Sedgwick County, Kansas; thence N88°52'03"E (calculated per platted information), N88°52'31"E (measured), along the north line of Lot 1, Block 1, in said Nguyen Addition, 239.89 feet (platted), 239.85 feet (measured), to the NE corner of Lot 1, Block 1, in said Nguyen Addition, said NE corner also being the SW corner of a street dedication recorded in Film 100, Page 459; thence N88°52'03"E (calculated per description in Film 100, Page 459), N88°52'31"E (measured), along the south line of said street dedication (Film 100, Page 459), 20.00 feet (described in Film 100, Page 459), 20.01 feet (measured), to the SE corner of said street dedication (Film 100, Page 459), said SE corner also being a point on the east line of a tract of land described in Deed Book 1527, Page 382; thence S00°56'18"E (calculated per description in Deed Book 1527, Page 382), S00°54'10"E (measured), along the east line of said tract of land (Deed Book 1527, Page 382), 936.15 feet (calculated per description in Deed Book 1527, Page 382), 936.18 feet (measured), to the SE corner of said tract of land (Deed Book 1527, Page 382); thence S88°53'13"W (calculated per description in Deed Book 1527, Page 382), S88°50'44"W (measured) along the south line of said tract of land, 441.6 feet (described in Deed Book 1527, Page 382), 441.31 feet (measured), to the SW corner of said tract of land, (Deed Book 1527, Page 382); thence N00°56'18"W (calculated per description in Deed Book 1527, Page 382), N00°56'14"W (measured), along the west line of said tract of land (Deed Book 1527, Page 382), 247.71 feet (calculated per described information), 248.01 feet (measured), to the SE corner of Lot 1, Block 1, Subway Addition to Wichita, Sedgwick County, Kansas; thence S88°52'34"W (calculated per platted information), S88°52'33"W (measured), along the south line of said Lot 1, 381.66 feet (platted), 381.84 feet (measured), to the SW corner of said Lot 1; thence N00°56'18"W (calculated per platted information), N00°55'19"W (measured), along the west line of said Lot 1, 60.00 feet; thence N88°52'34"E (calculated per platted information), N88°52'33"E (calculated per measured information), parallel with the south line of said Lot 1, 75.50 feet; thence S46°07'27"E (calculated per measured information), 14.14 feet (calculated per measured information), to a point 50.00 feet normally distant north of the south line of said Lot 1; thence N88°52'34"E (calculated per platted information), N88°52'33"E (calculated per measured information), parallel with the south line of said Lot 1, 171.14 feet (calculated per platted information), 171.35 feet (calculated per measured information), to a point 125.00 feet (calculated per platted information), 124.93 feet (calculated per measured information), normally distant west of the east line of said Lot 1; thence N00°55'27"W (calculated per platted information), N00°56'43"W (calculated per measured information), parallel with the east line of said Lot 1, 200.37 feet (calculated per platted information), 200.36 feet (calculated per measured information) to a non-platted deflection corner in the north line of said Lot 1, said

non-platted deflection corner being 125.00 feet (calculated per platted information), 124.93 feet (measured), west of the NE corner of said Lot 1, said non-platted deflection corner also being on the westerly portion of the south line of Lot 3 in Webb Road Addition, Sedgwick County, Kansas; thence S88°51'37"W (calculated per platted information from said Subway Addition), S88°52'03"W (calculated per platted information from said Webb Road Addition), S80°50'25"W (measured) along the line common to Lot 3, Block 1, in said Webb Road Addition and Lot 1, Block 1, in said Subway Addition, 41.72 feet (calculated per platted information), 41.80 feet (measured) to the SW corner of Lot 3, Block 1, in said Webb Road Addition; thence N00°56'18"W (calculated per platted information), N00°56'34"W (calculated per measured information), along the west line of said Lot 3, 197.93 feet (calculated per platted information), 198.03 feet (calculated per measured information), to a point 228.75 feet (calculated per platted information), 228.66 feet (calculated per measured information), south of the NW corner of said Lot 3; thence N88°52'03"E (calculated per platted information), N88°53'56"E (calculated per measured information), 348.67 feet (calculated per platted information), 348.61 feet (calculated per measured information), to a point on the east line of said Lot 3, said point being 240.00 feet (calculated per platted information), 240.18 feet (calculated per measured information), south of the NE corner of said Lot 3, said point also being on the west line of Lot 1, Block 1, in said Nguyen Addition; thence N00°53'14"W (calculated per platted information from said Nguyen Addition), N00°56'18"W (calculated per platted information from said Webb Road Addition), N00°53'31"W (measured), along the west line of Lot 1, Block 1, in said Nguyen Addition, 240.00 feet (calculated per platted information), 240.18 feet (calculated per measured information), to the point of beginning. Generally located south of Harry Street and east of Webb Road.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

EXCERPT OF SEPTEMBER 10, 2009 MAPC HEARING

Case No.: ZON2009-27 and CUP2009-26 - Tam Thanh Nguyen, Rottinghous Real Estate, LLC, Junior R. and Ola J. Silvers, AutoZone Inc., Conway Bank NA, (owners); Baughman Company, PA. c/o Russ Ewy (agent) Request City zone change from SF-5 Single-family Residential to LC Limited Commercial and Creation of DP-321 Harry and Webb Commercial Community Unit Plan on property described as:

That part of the NW ¼ of Sec. 33, Twp. 27-S, R-2-E of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning at the NW corner of Lot 1, Block 1, Nguyen Addition, an addition to Sedgwick County, Kansas; thence N88°52'03"E (calculated per platted information), N88°52'31"E (measured), along the north line of Lot 1, Block 1, in said Nguyen Addition, 239.89 feet (platted), 239.85 feet (measured), to the NE corner of Lot 1, Block 1, in said Nguyen Addition, said NE corner also being the SW corner of a street dedication recorded in Film 100, Page 459; thence N88°52'03"E (calculated per description in Film 100, Page 459), N88°52'31"E (measured), along the south line of said street dedication (Film 100, Page 459), 20.00 feet (described in Film 100, Page 459), 20.01 feet (measured), to the SE corner of said street dedication (Film 100, Page 459), said SE corner also being a point on the east line of a tract of land described in Deed Book 1527, Page 382; thence S00°56'18"E (calculated per description in Deed Book 1527, Page 382), S00°54'10"E (measured), along the east line of said tract of land (Deed Book 1527, Page 382), 936.15 feet (calculated per description in Deed Book 1527, Page 382), 936.18 feet (measured), to the SE corner of said tract of land (Deed Book 1527, Page 382); thence S88°53'13"W (calculated per description in Deed Book 1527, Page 382), S88°50'44"W (measured) along the south line of said tract of land, 441.6 feet (described in Deed Book 1527, Page 382), 441.31 feet (measured), to the SW corner of said tract of land, (Deed Book 1527, Page 382); thence N00°56'18"W (calculated per description in Deed Book 1527, Page 382), N00°56'14"W (measured), along the west line of said tract of land (Deed Book 1527, Page 382), 247.71 feet (calculated per described information), 248.01 feet (measured), to the SE corner of Lot 1, Block 1, Subway Addition to Wichita, Sedgwick County, Kansas; thence S88°52'34"W (calculated per platted information), S88°52'33"W (measured), along the south line of said Lot 1, 381.66 feet (platted), 381.84 feet (measured), to the SW corner of said Lot 1; thence N00°56'18"W (calculated per platted information), N00°55'19"W (measured), along the west line of said Lot 1, 60.00 feet; thence N88°52'34"E (calculated per platted information), N88°52'33"E (calculated per measured information), parallel with the south line of said Lot 1, 75.50 feet; thence S46°07'27"E (calculated per measured information), 14.14 feet (calculated per measured information), to a point 50.00 feet normally distant north of the south line of said Lot 1; thence N88°52'34"E (calculated per platted information), N88°52'33"E (calculated per measured information), parallel with the south line of said Lot 1, 171.14 feet (calculated per platted information), 171.35 feet (calculated per measured information), to a point 125.00 feet (calculated per platted information), 124.93 feet (calculated per measured information), normally distant west of the east line of said Lot 1; thence N00°55'27"W (calculated per platted information), N00°56'43"W (calculated per measured information), parallel with the east line of said Lot 1, 200.37 feet (calculated per platted information), 200.36 feet (calculated per measured information) to a non-platted deflection corner in the north line of said Lot 1, said non-platted deflection corner being 125.00 feet (calculated per platted information), 124.93 feet (measured), west of the NE corner of said Lot 1, said non-platted deflection corner also being on the westerly portion of the south line of Lot 3 in Webb Road Addition, Sedgwick County, Kansas; thence S88°51'37"W (calculated per platted information from said Subway Addition), S88°52'03"W (calculated per platted information from said Webb Road Addition), S80°50'25"W (measured) along the line common to Lot 3, Block 1, in said Webb Road Addition and Lot 1, Block 1, in said Subway Addition, 41.72 feet (calculated per platted information), 41.80 feet (measured) to the

SW corner of Lot 3, Block 1, in said Webb Road Addition; thence N00°56'18"W (calculated per platted information), N00°56'34"W (calculated per measured information), along the west line of said Lot 3, 197.93 feet (calculated per platted information), 198.03 feet (calculated per measured information), to a point 228.75 feet (calculated per platted information), 228.66 feet (calculated per measured information), south of the NW corner of said Lot 3; thence N88°52'03"E (calculated per platted information), N88°53'56"E (calculated per measured information), 348.67 feet (calculated per platted information), 348.61 feet (calculated per measured information), to a point on the east line of said Lot 3, said point being 240.00 feet (calculated per platted information), 240.18 feet (calculated per measured information), south of the NE corner of said Lot 3, said point also being on the west line of Lot 1, Block 1, in said Nguyen Addition; thence N00°53'14"W (calculated per platted information from said Nguyen Addition), N00°56'18"W (calculated per platted information from said Webb Road Addition), N00°53'31"W (measured), along the west line of Lot 1, Block 1, in said Nguyen Addition, 240.00 feet (calculated per platted information), 240.18 feet (calculated per measured information), to the point of beginning; generally located south of Harry Street and east of Webb Road.

BACKGROUND: The applicant proposes to create DP-321 Harry and Webb Commercial Community Unit Plan ("CUP") south of Harry Street and east of Webb Road. The CUP would be zoned LC Limited Commercial ("LC") and would consist of a single lot with a skinny strip of access to Webb Road and a limited amount of frontage on Harry Street, but ballooning out to a 10.00-acre single parcel located south and east of the strip of commercial uses already in place directly fronting these arterial street. Total size of the CUP is 10.33 acres. CUP2009-00026 is accompanied by ZON2009-00027, which is a rezoning of approximately four acres on the southeast portion of the proposed CUP. Currently, this property is zoned SF-5 Single-Family Residential ("SF-5").

The LC zoning on the CUP consists of a portion of the LC commercial corner zoned in 1958. Additional commercial zoning was added along Webb Road in 2002 (ZON2002-00005) and 2.4 acres along Harry Street in 2005 (ZON2005-00017).

Uses permitted would be those allowed by right in the LC district except: adult entertainment, sexually oriented business, correctional placement residences, night club, and tavern and drinking establishment. Activities prohibited within 200 feet of residential uses include: drive-through windows, convenience stores, service stations and vehicle repair, limited. Additional restrictions are to prevent headlights associated with queuing lanes from shining into residential zoning, overhead doors associated with vehicle repair would be prohibited within 200 feet of residential uses and not be allowed to face residential zoning districts and noise is restricted.

CUP provisions include maximum building coverage of 30 percent, maximum floor area of 35 percent of lot area, maximum height of 35 feet. Number of buildings specified is two. Setbacks are 100 feet on the south property line, and 35 feet along the north, west and east property line.

Consistency is called for in architecture, lighting standards of 25 feet for most of the parcel, but reduced to 15 feet within 200 feet of the south property line. It also calls for consistency in signage and landscaping. It provides for pedestrian connectivity between buildings and the main roads and internal circulation and smooth vehicular flow within the parcel. A screening wall of six to eight feet in height is required abutting residential zoning.

The signage provisions for freestanding signage stipulate one monument-style sign 24 feet in height for each frontage, with a size of 160 square feet each. The frontage on Webb Road is only 60 feet, which by the Wichita Sign Code would be entitled to a sign limited to 48 square feet in size. Harry Street would be entitled to a sign limited to 208 square feet. Combined, the amount allotted to both streets would be 256

square feet, which is below the 320 square feet requested. The Wichita Sign Code does not provide for increasing the total amount of signage or redistributing the allotment among the two CUP frontages. Signage is not specifically named as a requirement eligible for waiver by the Unified Zoning Code in Article III, Section III-C.2.d although sign control is listed as one of the purposes of the CUP in Article III, Section III-C.2.a. If the governing body approves the sign amount as requested, it constitutes an override of Wichita Sign Code by the Unified Zoning Code under the authority for waivers, and the grounds for this waiver is when the governing body determines the waiver constitutes good planning practice and furthers the objectives of the Comprehensive Plan. In terms of current conditions, Webb Road already has three signs along the stretch between the CUP and the intersection (Subway approximately 100 feet to the north, then Taco Shop, then QuikTrip all within 350 feet). The vacant parcel, which lies outside the CUP although the strip of access in the CUP is carved from this parcel) would add another sign, allowing three signs within 100 feet which is beyond the desired spacing.

Other sign provisions include prohibiting portable, billboard and off-site signs, limiting window signage to 25 percent of window area, prohibiting building signs on the south façade and limiting flashing signs to those for public service type messages.

A convenience store is located at the southeast corner of the intersection of Webb Road and Harry Street. Other commercial uses along the south side of Harry Street east of Webb Road include a car wash and a tire, battery and accessory store. Other commercial uses along the east side of Webb Road south of Harry include two fast food restaurants and a vacant retail tract. All of these uses are located on property zoned LC and all adjoin the proposed CUP on its interior northern and western boundary line. The tract of land east of the proposed CUP is zoned GC General Commercial ("GC"), GO General Office ("GO") and TF-3 Two-Family Residential ("TF-3") and SF-5. A church owns this site and has a building along Harry; much of the site is vacant. It used to be a nursery business. The residential subdivision located east of the church is zoned SF-5. The property south of the proposed CUP is developed with the Brentwood residential development and is zoned SF-5. The CUP shares a common property line with the northern edge of this development. A large-lot single-family home and a church are located to the southwest of the CUP. A mini-storage warehouse, an office complex and a condominium zoned MF-18 Multi-Family Residential ("MF-18") are developed to the north of the CUP. In the vicinity of the intersection of Harry and Webb, all four corners are developed commercially, with a bank, and two strip commercial buildings to the northeast, a Dillons to the northwest, and a Walgreens and fast food restaurant, a residence and a vacant tract to the southwest. A large lot residence and a vacant tract remain farther south on the west side of Webb across from the CUP entrance. North of the CUP frontage on Harry Street are located a freestanding restaurant, a mini-storage warehouse, a cluster of office buildings and a condominium development with about 16 dwelling units zoned MF-18 Multi-Family Residential ("MF-18").

CASE HISTORY: The SF-5 property and approximately ¼ acre of LC property is un-platted. The remaining land is covered by three subdivision plats, including, Webb Road Addition, recorded October 2, 1974, Subway Addition, recorded May 8, 2003 and Nguyen Addition, recorded October 9, 2007.

ADJACENT ZONING AND LAND USE:

NORTH:	LC, GO, MF-18	Warehouse, self-service storage, offices, condominiums, restaurant
EAST:	GC, SF-5, GO, TF-3, SF-5	Church, vacant land owned by church, single-family residential
SOUTH:	SF-5	Single-family residential, church
WEST:	LC, GO, SF-5	Retail, grocery, drug store, commercial strip centers, bank, fast-food restaurants, vacant, residence

PUBLIC SERVICES: Webb Road is a four-lane arterial with no accel/decel lane or center turn lane at

the entrance of the CUP onto Webb. Harry Street also is a four-lane arterial with no accel/decel lane abutting the CUP. The taper for a center turn lane begins on the east edge of the CUP and is functional on its western edge. At the intersection of Webb and Harry arterial streets are expanded to provide at least two through lanes in each direction, corner accel/decel lanes and center turn lanes with raised medians. Traffic volumes at the intersection in 2007 were 18,332 AADT (annual average daily traffic) for southbound Webb, 17,800 for eastbound and 17,130 for westbound Harry Street and 14,344 for northbound Webb.

Normal public services are available.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide, Map as amended May 2005" of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for "Local Commercial." The proposed development would be in conformance to the local commercial designation. It has aspects both in conformance and in conflict with **Commercial Goal/Objective B** of "Develop future retail/commercial areas which complement existing commercial activities; provide convenient access to the public and minimize detrimental impacts to other adjacent land uses." The CUP has requirements designed to minimize the impact of the development on the residences to the south. The proposed use conforms to **Strategy III.B.1** of locating local commercial development (neighborhood centers) in areas shown on the Land Use Guide at the intersection of two arterial streets and **Commercial Locational Guideline #1** of the *Comprehensive Plan* recommends that commercial sites should be located adjacent to arterial streets. Because outparcels on Harry and Webb already have been developed or platted and are not part of the CUP, the proposed CUP does not have shared signage with these outparcels as recommended by **Strategy III.B.2**. The proposed use derived all its direct access from one point on each street frontage, in support of **Strategy III.B.3**, to limit the number of access points along arterial streets.

RECOMMENDATION: The main concerns with the proposed CUP is providing a good buffer and separation of use for the residential property to the south, defining the appropriate access and traffic improvements and the appropriate amount of signage on Webb Road. It is recommended that the total amount of signage by reduced on Webb Road to 96 square feet. This still doubles the 48 square feet allowance per Wichita Sign Code but folds in the unused frontage allowance on Harry Street. Other factors supporting this reduction is the potential for another sign very close on the undeveloped portion of Subway Addition, compounded by the fact that the 60-foot frontage on Webb actually is a transfer of the frontage from Subway Addition and without that transfer, only one rather than two signs would have been permitted. The CUP includes some use and site restrictions to lessen the impact of the development on the residential property to the south. Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to platting within one year and subject the following conditions:

A. APPROVE the zone change (ZON2009-00027) to LC.

B. APPROVE the Community Unit Plan (DP-321), subject to the following conditions:
   1. The applicant shall provide guarantee for left turn lane from the current five-lane section to the entrance on Webb Road.
   2. Access location on Harry Street shall be located midpoint between entrances on adjoining properties.
   3. The sign face area on Webb Road shall be reduced to 96 square feet.
   4. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
   5. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with

the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.

6. The ordinance/resolution establishing the zone change shall not be published until the platting has been recorded with the Register of Deeds.
7. Prior to publishing the ordinance/resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-321) includes special conditions for development on this property.
8. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: A convenience store is located at the southeast corner of the intersection of Webb Road and Harry Street. Other commercial uses along the south side of Harry Street east of Webb Road include a car wash and a tire, battery and accessory store. Other commercial uses along the east side of Webb Road south of Harry include two fast food restaurants and a vacant retail tract. All of these uses are located on property zoned LC and all adjoin the proposed CUP on its interior northern and western boundary line. The tract of land east of the proposed CUP is zoned GC General Commercial ("GC"), GO General Office ("GO") and TF-3 Two-Family Residential ("TF-3") and SF-5. A church owns this site and has a building along Harry; much of the site is vacant. It used to be a nursery business. The residential subdivision located east of the church is zoned SF-5. The property south of the proposed CUP is developed with the Brentwood residential development and is zoned SF-5. The CUP shares a common property line with the northern edge of this development. A large-lot single-family home and a church are located to the southwest of the CUP. A mini-storage warehouse, an office complex and a condominium zoned MF-18 Multi-Family Residential ("MF-18") are developed to the north of the CUP. In the vicinity of the intersection of Harry and Webb, all four corners are developed commercially, with a bank, and two strip commercial buildings to the northeast, a Dillons to the northwest, and a Walgreens and fast food restaurant, a residence and a vacant tract to the southwest. A large lot residence and a vacant tract remain farther south on the west side of Webb across from the CUP entrance. North of the CUP frontage on Harry Street are located a freestanding restaurant, a mini-storage warehouse, a cluster of office buildings and a condominium development with about 16 dwelling units zoned MF-18 Multi-Family Residential ("MF-18").

2. The suitability of the subject property for the uses to which it has been restricted: The LC zoned part of the tract is suitable for commercial uses and the residual property is somewhat land-locked and difficult to use. The CUP utilizes the bulk of the site as a single mid-sized establishment.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The most significant effects would be on the residential to the south, but the CUP includes provisions to mitigate the level of impact. The church to east also will be impacted, especially on the northern edge. Since the church is located on GC zoned property, the normal buffer/screening provisions are not applied to this common property line. The other potential effects are for too much signage in a short distance on Webb and the increase in traffic.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The "2030 Wichita Functional Land Use Guide, Map as amended May 2005" of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for "Local Commercial." The proposed development would be in conformance to the

local commercial designation. It has aspects both in conformance and in conflict with **Commercial Goal/Objective B** of "Develop future retail/commercial areas which complement existing commercial activities; provide convenient access to the public and minimize detrimental impacts to other adjacent land uses." The CUP has requirements designed to minimize the impact of the development on the residences to the south. The proposed use conforms to **Strategy III.B.1** of locating local commercial development (neighborhood centers) in areas shown on the Land Use Guide at the intersection of two arterial streets and **Commercial Locational Guideline #1** of the *Comprehensive Plan* recommends that commercial sites should be located adjacent to arterial streets. Because outparcels on Harry and Webb already have been developed or platted and are not part of the CUP, the proposed CUP does not have shared signage with these outparcels as recommended by **Strategy III.B.2**. The proposed use derived all its direct access from one point on each street frontage, in support of **Strategy III.B.3**, to limit the number of access points along arterial streets.

5. Impact of the proposed development on community facilities: The greatest impact will be on increased traffic on Webb Road and Harry Street. Neither street has turn lanes to handle the queuing of turns onto the property.

MCKAY recused himself from this item.

DALE MILLER, Planning Staff presented the staff report.

FOSTER asked about the possibility of providing pedestrian and bicycle access through the wall to the east and south of the site from the residential area.

MILLER said staff and the applicant are fine with that suggestion. He said he had two other points he wanted to mention before he answered other questions regarding the application. He said in reference to Condition #1, the applicant has provided a traffic study which is currently being reviewed by Traffic Engineering and that Traffic Engineering has requested that item #1 be deleted from the conditions and worked out at the time of platting. He said Planning staff and the applicant are okay with that request. He said in reference to Condition #3 about reducing the sign area facing Webb Road to 96 square feet, the applicant has requested 160 square feet and staff is comfortable with that. He said with those two changes, and the access requested by **FOSTER**, Planning Staff would like to recommend approval of the application.

MITCHELL asked how the access opening would be handled at the southeast corner.

MILLER said it is a dead end street and doesn't go into a parking area but that will be worked that out at the platting stage.

FOSTER clarified that it was not his intention to allow vehicular access.

MILLER said if it is platted as a parking lot, it might make sense for vehicular traffic.

VAN FLEET asked if anyone from the public was present to speak on this item and no one responded.

> **MOTION:** To approve subject to staff recommendation with the changes incorporated at today's meeting.
>
> **B. JOHNSON** moved, **DOWNING** seconded the motion, and it carried (13-0).

ORDINANCE NO. 48-435

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. ZON2009-00027

Zone change from SF-5 Single-Family Residential ("SF-5") to LC Limited Commercial ("LC") on property described as:

That part of the NW ¼ of Sec. 33, Twp. 27-S, R-2-E of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning at the NW corner of Lot 1, Block 1, Nguyen Addition, an addition to Sedgwick County, Kansas; thence N88°52'03"E (calculated per platted information), N88°52'31"E (measured), along the north line of Lot 1, Block 1, in said Nguyen Addition, 239.89 feet (platted), 239.85 feet (measured), to the NE corner of Lot 1, Block 1, in said Nguyen Addition, said NE corner also being the SW corner of a street dedication recorded in Film 100, Page 459; thence N88°52'03"E (calculated per description in Film 100, Page 459), N88°52'31"E (measured), along the south line of said street dedication (Film 100, Page 459), 20.00 feet (described in Film 100, Page 459), 20.01 feet (measured), to the SE corner of said street dedication (Film 100, Page 459), said SE corner also being a point on the east line of a tract of land described in Deed Book 1527, Page 382; thence S00°56'18"E (calculated per description in Deed Book 1527, Page 382), S00°54'10"E (measured), along the east line of said tract of land (Deed Book 1527, Page 382), 936.15 feet (calculated per description in Deed Book 1527, Page 382), 936.18 feet (measured), to the SE corner of said tract of land (Deed Book 1527, Page 382); thence S88°53'13"W (calculated per description in Deed Book 1527, Page 382), S88°50'44"W (measured) along the south line of said tract of land, 441.6 feet (described in Deed Book 1527, Page 382), 441.31 feet (measured), to the SW corner of said tract of land, (Deed Book 1527, Page 382); thence N00°56'18"W (calculated per description in Deed Book 1527, Page 382), N00°56'14"W (measured), along the west line of said tract of land (Deed Book 1527, Page 382), 247.71 feet (calculated per described information), 248.01 feet (measured), to the SE corner of Lot 1, Block 1, Subway Addition to Wichita, Sedgwick County, Kansas; thence S88°52'34"W (calculated per platted information), S88°52'33"W (measured), along the south line of said Lot 1, 381.66 feet (platted), 381.84 feet (measured), to the SW corner of said Lot 1; thence N00°56'18"W (calculated per platted information), N00°55'19"W (measured), along the west line of said Lot 1, 60.00 feet; thence N88°52'34"E (calculated per platted information), N88°52'33"E (calculated per measured information), parallel with the south line of said Lot 1, 75.50 feet; thence S46°07'27"E (calculated per measured information), 14.14 feet (calculated per measured information), to a point 50.00 feet normally distant north of the south line of said Lot 1; thence N88°52'34"E (calculated per platted information), N88°52'33"E (calculated per measured information), parallel with the south line of said Lot 1, 171.14 feet (calculated per platted information), 171.35 feet (calculated per measured information), to a point 125.00 feet (calculated per platted information), 124.93 feet (calculated per measured information), normally distant west of the east line of said Lot 1; thence N00°55'27"W (calculated per platted information), N00°56'43"W (calculated per measured information), parallel with the east line of said Lot 1, 200.37 feet (calculated per platted information), 200.36 feet (calculated per measured information) to a non-platted deflection corner in the north line of said Lot 1, said

non-platted deflection corner being 125.00 feet (calculated per platted information), 124.93 feet (measured), west of the NE corner of said Lot 1, said non-platted deflection corner also being on the westerly portion of the south line of Lot 3 in Webb Road Addition, Sedgwick County, Kansas; thence S88°51'37"W (calculated per platted information from said Subway Addition), S88°52'03"W (calculated per platted information from said Webb Road Addition), S80°50'25"W (measured) along the line common to Lot 3, Block 1, in said Webb Road Addition and Lot 1, Block 1, in said Subway Addition, 41.72 feet (calculated per platted information), 41.80 feet (measured) to the SW corner of Lot 3, Block 1, in said Webb Road Addition; thence N00°56'18"W (calculated per platted information), N00°56'34"W (calculated per measured information), along the west line of said Lot 3, 197.93 feet (calculated per platted information), 198.03 feet (calculated per measured information), to a point 228.75 feet (calculated per platted information), 228.66 feet (calculated per measured information), south of the NW corner of said Lot 3; thence N88°52'03"E (calculated per platted information), N88°53'56"E (calculated per measured information), 348.67 feet (calculated per platted information), 348.61 feet (calculated per measured information), to a point on the east line of said Lot 3, said point being 240.00 feet (calculated per platted information), 240.18 feet (calculated per measured information), south of the NE corner of said Lot 3, said point also being on the west line of Lot 1, Block 1, in said Nguyen Addition; thence N00°53'14"W (calculated per platted information from said Nguyen Addition), N00°56'18"W (calculated per platted information from said Webb Road Addition), N00°53'31"W (measured), along the west line of Lot 1, Block 1, in said Nguyen Addition, 240.00 feet (calculated per platted information), 240.18 feet (calculated per measured information), to the point of beginning. Generally located south of Harry Street and east of Webb Road.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, October 20, 2009.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

Agenda Item No. V-1

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: PUD2009-03 - Create PUD #31 the Nomar International Market Planned Unit Development; generally located west of Broadway, north and south of 21st Street North. (District VI)

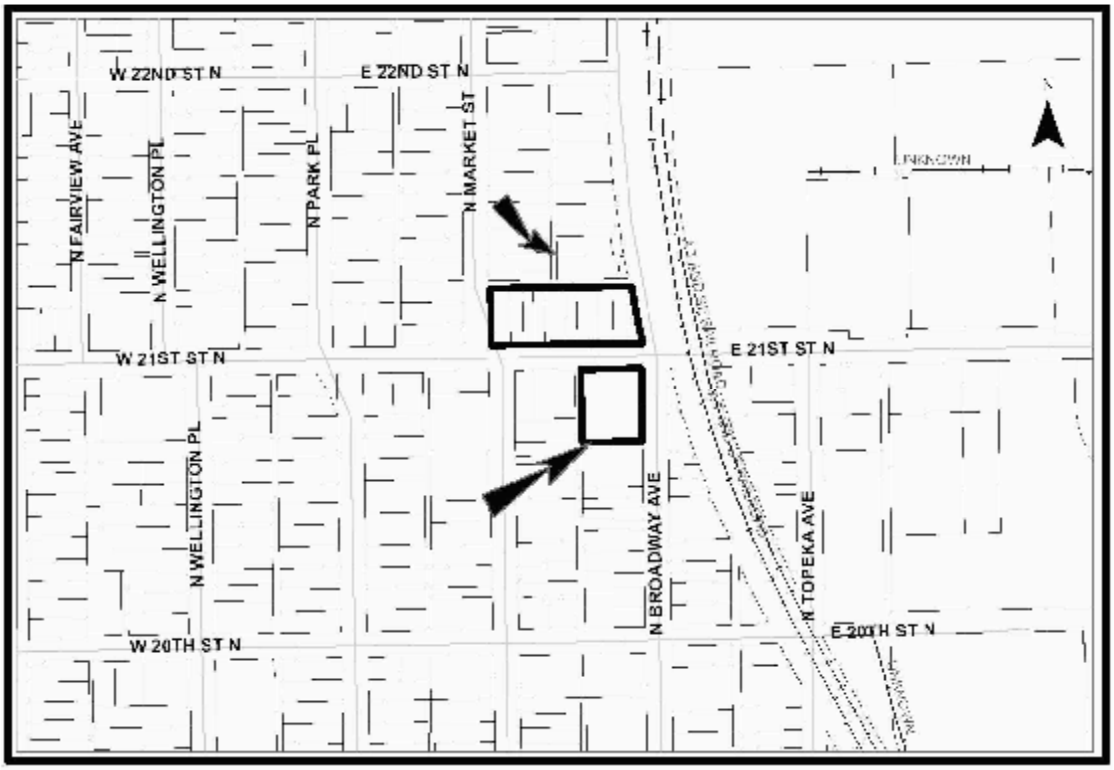
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to platting.

MAPD Staff Recommendations: Approve subject to platting.

DAB Recommendations: Approve, subject to platting.



Background: The City of Wichita proposes to create PUD #31, the 1.1 acre Nomar International Market Planned Unit Development; see the attached PUD document. The "PUD" Planned Unit Development special zoning district would replace the current GC General Commercial ("GC") zoning on two parcels. The purpose of the PUD is to create a public market place, based on the Nomar Branding and Architecture guidelines, for an outdoor/indoor public market facility and multi-use events venue. The two-parcel PUD would use the northern parcel (Parcel 1) for a marketplace plaza space and the southern parcel (Parcel 2) for 41 parking stalls. The applicant foresees the first phase of this development as an outdoor marketplace (with one small public building) that could eventually include a large indoor marketplace; see the attached letter and graphics provided by the agent.

The PUD would permit all land uses permitted by right in the LC Limited Commercial ("LC") zoning district except for the following: Adult Entertainment, Residential Uses, Correctional Placement Residences, Cemetery, Golf Course, Car Wash, Asphalt or Concrete Plant, Vehicle Repair or Convalescent Care. There shall be no more than one freestanding restaurant with drive-in service. Additional uses allowed on Parcel 1 are: indoor/outdoor public market, indoor/outdoor entertainment/festivals, carnivals, sport events, concerts, movie showings, car shows, temporary amusement rides and games, food vendors/prepared foods, outdoor display during hours of operation only, event center, entertainment establishment and similar uses as determined by the Zoning Administrator.

Most property surrounding the application area is zoned GC. One LC zoned property exists northwest of the site, and B Multi-family ("B") zoning exists northwest of the site. GI General Industrial ("GI") zoning exists east of the site. Existing land uses north of the site, along Broadway, include warehousing, retail and restaurants. Existing uses north of the site, along Market, include retail, single-family and two-family residential. Existing land uses south of the site include retail and warehousing. East of the site is the rail corridor, and further east are primarily warehousing industrial uses. West of the site are primarily retail uses along Broadway and Market Streets.

Analysis: The MAPC heard this request on September 10, 2009. The MAPC voted (13-0) for approval of the PUD subject to platting in one year. District VI Advisory Board heard this request on September 16, 2009, and they voted (4-0-1) to recommend approval of the request subject to platting.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the PUD; withhold the publication of the ordinance until the plat is recorded; or

2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: **PUD2009-00003 226 E. 21ST**
City zone change from GC General Commercial to PUD-creation of the Normar International Market Planned Unit Development; generally located west of Broadway, north and south of 21st Street North

DATE: September 22, 2009

On Wednesday, September 16, 2009 the District VI Advisory Board (DAB) considered a City zone change from GC General Commercial to PUD-creation of the Normar International Market Planned Unit Development; generally located west of Broadway, north and south of 21st Street North.

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

The Board asked the following questions/comments:

- What is the length of setback?
- Will there be adequate parking?

One member of the public asked if there had been input from the Twin Lakes business/apartment area.

****Action:** The District VI Advisory Board members made a motion to recommend to City Council Approval (**4-0-1 abstains**) of the PUD-creation based on staff recommendations.

Please review this information when **PUD2009-00003** is considered.

mtd

OCA 150004 BID 37529-009 CID#76383

Published in The Wichita Eagle on _____

ORDINANCE

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. PUD 2009-03

Zone change from request from GC General Commercial to PUD #31, Planned Unit Development, described as follows:

Lot 1, Block 1, and Lot 1, Block 2, Nomar Public Market, First Addition, Wichita, Sedgwick County, Kansas.

Generally located on the northwest and southwest corner of 21st Street North and Broadway.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this _____ day of _____, 2009.

ATTEST:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

EXCERPT OF SEPTEMBER 10, 2009 MAPC HEARING

Case No.: PUD2009-03 - The City of Wichita c/o John Philbrick (owner); Law/Kingdon Inc. c/o Jeff Best (agent) request a City zone change from GC General Commercial to PUD-31, creation of the Nomar International Market Planned Unit Development on property described as:

Lots 1 through14, inclusive, in Steel and Swentzels Highland 2nd Addition to Wichita, Sedgwick County, Kansas
AND
Lots 1, 3, 5, 7, 9, 11, and the north 18' 81/4" of lot 13 on Lawrence Avenue, now Broadway Avenue, in Gossard's Subdivision of Gossard's Addition to Wichita, Sedgwick County, Kansas; generally located west of Broadway, north and south of 21st Street North.

BACKGROUND: The City of Wichita proposes to create PUD #31, the 1.1 acre Nomar International Market Planned Unit Development, see the attached PUD document. The "PUD" Planned Unit Development special zoning district would replace the current GC General Commercial ("GC") zoning on two parcels. The purpose of the PUD is to create a public market place, based on the Nomar Branding and Architecture guidelines, for an outdoor/indoor public market facility and multi-use events venue. The two-parcel PUD would use the northern parcel (Parcel 1) for a marketplace plaza space and the southern parcel (Parcel 2) for 41 parking stalls. The applicant foresees the first phase of this development as an outdoor marketplace (with one small public building) that could eventually include a large indoor marketplace, see the attached letter and graphics provided by the agent.

The PUD would permit all land uses permitted by right in the LC Limited Commercial ("LC") zoning district except for the following: Adult Entertainment, Residential Uses, Correctional Placement Residences, Cemetery, Golf Course, Car Wash, Asphalt or Concrete Plant, Vehicle Repair, or Convalescent Care. There shall be no more than one freestanding restaurant with drive-in service. Additional uses allowed on Parcel 1 are: indoor/outdoor public market, indoor/outdoor entertainment/festivals, carnivals, sport events, concerts, movie showings, car shows, temporary amusement rides and games, food vendors/prepared foods, outdoor display during hours of operation only, event center, entertainment establishment, and similar uses as determined by the Zoning Administrator.

Parcel 1 would allow 80% building coverage and gross floor area; Parcel 2 would allow 30% building coverage and 35% gross floor area. The entire PUD would allow 35-foot (or two-story) building heights with Zoning Code exceptions for ornamental towers, and zero-lot line building setbacks. The PUD parking requirement is 4 spaces per 1000 square feet of gross area, or 41 spaces. The PUD architectural standards are based on the Nomar Branding and Architecture guidelines, and are consistent with historic vernacular design in the area. Site design standards include parking-lot and dumpster screening requirements, lighting standards, underground utilities, and landscaping standards different from the Landscape Code, recognizing the desired paved plaza space. Signage standards are consistent with those for LC zoning with some modifications, including design standards consistent with the Nomar Branding and Architecture guidelines. PUD sign standards do allow for limited portable A-frame signs, a gateway tower at the 21st and Broadway intersection, an archway sign along 21st Street North, and a roof sign on a future marketplace building.

Most property surrounding the application area is zoned GC. One LC zoned property exists northwest of the site, and B Multi-family ("B") zoning exists northwest of the site. GI General Industrial (GI) zoning exists east of the site. Existing land uses north of the site along Broadway include warehousing, retail, and restaurants. Existing uses north of the site along Market include retail, single-family and two-family residential. Existing land uses south of the site include retail and warehousing. East of the site is the rail

corridor, further east are primarily warehousing industrial uses. West of the site are primarily retail uses along Broadway and Market Streets.

CASE HISTORY: The northern parcel was platted as a part of Steel and Swentzells Highland 2nd Addition in 1888, the southern parcel was platted as part of Gossards Subdivision of Gossards Addition in 1887. The north parcel was previously developed with commercial zero-lot-line buildings; the south parcel was previously developed with a convenience store/gas station. All buildings have now been removed from both parcels. The applicant is in the process of re-platting the property.

ADJACENT ZONING AND LAND USE:

NORTH:	GC, LC, B	Warehousing, retail, single-family residences, two-family residences
SOUTH:	GC	Warehousing, retail
EAST:	GC, GI	Rail corridor, warehousing, industrial uses
WEST:	GC	Retail

PUBLIC SERVICES: Both Broadway and 21st Street North are currently four-lane arterials with a 60-foot right-of-way (ROW). The re-plat for this site, approved by Subdivision Committee and scheduled for MAPC, dedicates ROW for intersection improvements. The re-plat will bring Broadway up to a 92-foot ROW at the intersection, and 21st Street North up to a 90-foot ROW at the intersection. All municipal services are available at the site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the *Wichita-Sedgwick County Comprehensive Plan* identifies this site as Local Commercial. The site is within the 21st Street North Corridor Redevelopment Plan; the proposed PUD is consistent with the recommendations of that plan.

The Unified Zoning Code states that a PUD is intended to create a superior quality development that may not conform to all the requirements of the Unified Zoning Code by:

(1) Reducing or eliminating the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;

(2) Allowing greater freedom in selecting the means to provide access, light, open space and design amenities;

(3) Promoting quality urban design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations and land uses; and

(4) Allowing deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this Code.

The proposed PUD incorporates architectural standards, site design standards, and signage standards that will enhance the quality of the proposed development.

RECOMMENDATION: Under the current GC zoning, the applicant could do similar uses to those proposed in this PUD, such as Outdoor Entertainment and Recreation and Farmers Markets. The proposed PUD will incorporate design standards which should benefit the surrounding neighborhood. Based the information available prior to the public hearing, staff recommends the application be APPROVED subject to platting within one year.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: North of the site along Broadway is zoned GI and is developed with warehousing, retail, and restaurants. North of the site along Market is zoned LC and B, and is developed with retail, single-family residences and two-family residences. South of the site is zoned GC and is developed with retail and warehousing. East of the site is the GC zoned rail corridor; further east is GI zoning with warehousing and other industrial uses. West of the site is zoned GC and is developed with retail uses along Broadway and Market Streets.

2. The suitability of the subject property for the uses to which it has been restricted: The property could continue to be used for General Commercial uses as it is currently zoned.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the requested PUD will not permit land uses which were not allowed under the current GC zoning. Redevelopment of the site could affect nearby property with increased traffic, activity, noise and light. The proposed PUD should mitigate these effects with site design standards.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The "2030 Wichita Functional Land Use Guide" of the *Wichita-Sedgwick County Comprehensive Plan* identifies this site as Local Commercial. The site is within the 21st Street North Corridor Redevelopment Plan; the proposed PUD is consistent with the recommendations of that plan.

5. Impact of the proposed development on community facilities: The proposed development could generate more traffic on Broadway and 21st Street North than the previous development. The proposed re-plat of this site makes ROW dedications which will allow for intersection improvements.

DALE MILLER, Planning Staff presented the staff report.

MITCHELL said he was unable to read the size of the print on the copy of the Planned Unit Development he was provided. He said he had several questions regarding the guidelines. He asked about design standards consistent with the Nomar branding and architectural guidelines. He asked who approved the guidelines. He said he also wanted to inquire about the archway sign along 21st Street.

MILLER said he would refer those questions to the architect.

JEFF BEST, LAW KINGDON, 345 RIVERVIEW AGENT FOR THE CITY OF WICHITA, APPLICANT commented that the architectural branding guidelines are recommendations for the district.

DIRETCOR SCHELGEL said the design guidelines had been accepted by the City Council and are posted on the City's and the 21st Business Association's WEB sites, but that staff could provide **MITCHELL** a hard copy for review.

DAVID MULLHAGEN, CLEAR CHANNEL OUTDOOR ADVERTISING, 3405 NORTH HYDRAULIC said the Nomar international market place represents a great opportunity for entrepreneurs and that they are requesting an opportunity to be part of the development. He mentioned adding on-site signs to sign provisions. He said they would like the opportunity to see how the site will develop further and how they can fit into it. He said he realized there was the plat and other concepts to be worked out. He said they were asking for an opportunity to work with the development. He mentioned that one of

their billboards had been removed in order to widen the street and they did that thinking that they would be given an opportunity to replace that billboard and that is what they are asking for.

DIRECTOR SCHLEGEL asked if **MR. MULLHAGEN** if he had discussed this issue with the applicant.

MULLHAGEN he said the applicant wanted a 3-D design. He said all they are asking for is the opportunity.

MCKAY commented that he didn't think the Planning Commission had anything to do with what **MR. MULLHAGEN** was asking for. He said the Planning Commission could not guarantee that **MR. MULLHAGEN** would get an opportunity to work on the project, because it was out of line for them to do so.

FOSTER referred to the last line under "additional uses allowed" and asked if the wording should be *determined* or *approved* by the zoning administrator.

MILLER said the wording that the zoning administrator may *determine* other uses is appropriate.

FOSTER briefly reviewed several spelling, typographical and grammatical errors in the Planned Unit Development document for correction.

MOTION: To approve subject to staff recommendation.

HILLMAN moved, **MCKAY** seconded the motion, and it carried (13-0).

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: SUB 2005-15 -- Plat of MAA Addition located on the east side of Broadway, north of 47th Street South. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of six lots on 16.3 acres, is located within Wichita's city limits. The site was approved for a zone change (ZON 2004-24) from SF-5 Single-family Residential and LC Limited Commercial to LI Limited Industrial. A Protective Overlay (P-O #142) was also approved addressing screening and lighting. A Notice of Protective Overlay has been submitted identifying the approved Protective Overlay and its special conditions for development on this property.

Analysis: Petitions, 100%, and a Certificate of Petitions have been submitted for paving, sewer and water improvements. A Restrictive Covenant has been submitted to provide for the ownership and maintenance of the proposed reserves.

The plat has been approved by the Metropolitan Area Planning Commission. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

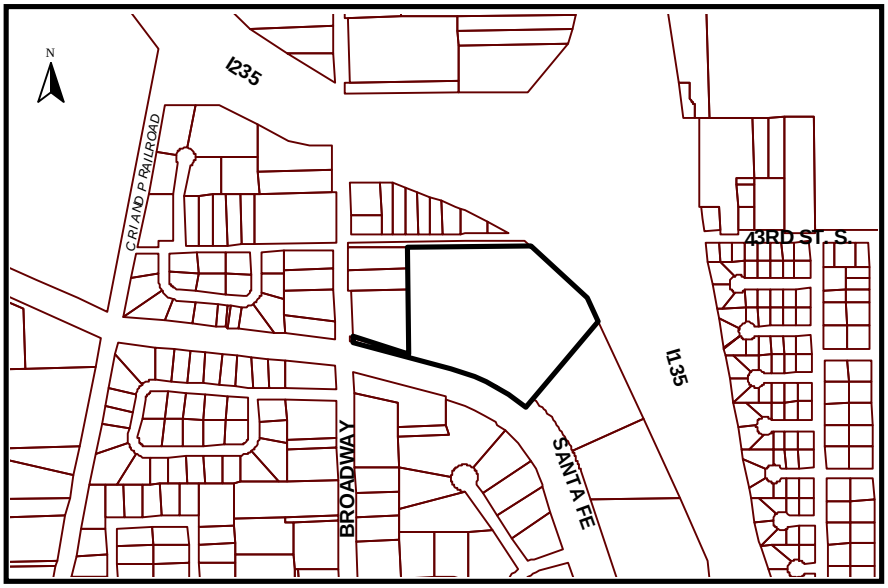
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Protective Overlay, Certificate of Petitions and Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinance.

Attachments: Notice of Protective Overlay
Certificate of Petitions
Restrictive Covenant


43RD ST. S.
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OCA 150004

Published in The Wichita Eagle on October 23, 2009

ORDINANCE 48-437

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. ZON 2004-24

Zone change request from SF-5, Single-Family Residential and LC, Limited Commercial to LI, Limited Industrial and to PO #142, for property described as:

Lots 1-3, Block A, Lots 1-3, Block B, and Reserves A and B, MAA Addition, Wichita, Sedgwick County, Kansas.

Generally located on the east side east of Broadway and north of south of 47th Street South.

SUBJECT TO PLATTING WITHIN ONE YEAR AND THE PROVISIONS OF THE FOLLOWING PROTECTIVE OVERLAY #142:

(1) Retain the mature hedge along the site's north and west sides. If the hedge comes down replace with 6-foot solid screening and meet the City of Wichita's Landscape Ordinance requirements along the site's west and north sides, where adjacent to residential uses.

(2) Lighting standards shall be no more than 20 feet in height along the site's north and west sides, and shall otherwise conform to Sec. IV-B.4 of the Unified Zoning Code.

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 20th day of October 20, 2009, 2009.

ATTEST:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

132019

First Published in the Wichita Eagle on October 16, 2009

RESOLUTION NO. 09-317

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90440 (EAST OF BROADWAY, SOUTH OF 43RD ST. SOUTH) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90440 (EAST OF BROADWAY, SOUTH OF 43RD ST. SOUTH) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90440 (east of Broadway, south of 43rd St. South).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Thirty-Three Thousand Dollars ($133,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after January 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MAA ADDITION
Lots 1 through 3, Block A
Lots 1 through 3, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

Lots 1 through 3, Block A & Lots 1 through 3, Block B, MAA ADDITION shall each pay 1/6 of the total cost payable by the improvement district.

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

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of October, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

132019

First Published in the Wichita Eagle on October 16, 2009

RESOLUTION NO. 09-318

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 35, MAIN 2, SOUTHWEST INTERCEPTOR SEWER (EAST OF BROADWAY, SOUTH OF 43RD ST. SOUTH) 468-84614 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 35, MAIN 2, SOUTHWEST INTERCEPTOR SEWER (EAST OF BROADWAY, SOUTH OF 43RD ST. SOUTH) 468-84614 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 35, Main 2, Southwest Interceptor Sewer (east of Broadway, south of 43rd St. South) 468-84614.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Forty-Six Thousand Dollars ($146,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after January 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MAA ADDITION
Lots 1 through 3, Block A
Lots 1 through 3, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvements for which the improvement district shall be liable shall be on a fractional basis. That the owner of Lots 1 through 3, Block A & Lots 1 through 3, Block B MAA ADDITION shall each pay 1/6 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary

estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of September, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on October 16, 2009

RESOLUTION NO. 09-319

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON SANTA FE STREET IN MAA ADDITION (EAST OF BROADWAY, SOUTH OF 43RD ST. SOUTH) 472-84833 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON SANTA FE STREET IN MAA ADDITION (EAST OF BROADWAY, SOUTH OF 43RD ST. SOUTH) 472-84833 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Santa Fe Street in MAA Addition (east of Broadway, south of 43rd St. South) 472-84833. Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Four Hundred Sixty-Three Thousand Dollars ($463,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after January 1, 2009 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MAA ADDITION
Lots 1 through 3, Block A
Lots 1 through 3, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

> That the method of assessment of all costs of the improvement for which the improvements district shall be liable shall be on a fractional basis: Lots 1 through 3, Block A and Lots 1 through 3, Block B MAA ADDITION shall each pay 1/6 of the total cost payable by the improvement district.

Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those

property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

NOTICE OF PROTECTIVE OVERLAY

THIS NOTICE made this 16th day of June, 2008, by MAA, L.C., a Kansas limited liability company, hereinafter called "Declarants,"

WITNESSETH

WHEREAS, Declarants are the owners of the following-described property:

MAA Addition,
Wichita, Sedgwick County, Kansas

and

WHEREAS, Declarants are desirous to file notice that a zoning protective overlay approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved protective overlay (P-O #142) per zone change case ZON 2004-24 has placed restrictions on the use and requirements of the development of the above-described real property. This protective overlay shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to MAA Addition.

EXECUTED the day and year first written above.

MAA, L.C., a Kansas limited liability company

By: _____ Officer
Brad Phillips

By: _____ Officer
Brook Phillips

2005-15

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 16 day of 6, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Brad Phillips and Brook Phillips, Officers of MAA, L.C., a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing.

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

Kelly Smith
Notary Public

(My Appointment Expires:_____)

KELLY SMITH
Notary Public - State of Kansas
My Appt. Expires Oct. 05, 2008

CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

We, MAA, L.C., a Kansas limited liability company, owners of MAA Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Street Improvements
2. Sanitary Sewer Improvements
3. Water Main Improvements

As a result of the above-mentioned petitions for improvements, lots or portions thereof within MAA Addition, Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 16 day of 6, 2008.

MAA, L.C., a Kansas limited liability company

Brad Phillips, Officer

Brook Phillips, Officer

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

The foregoing instrument was acknowledged before me this 16 day of 6 2008, by Brad Phillips and Brook Phillips, Officers of MAA, L.C., a Kansas limited liability company, on behalf of the Corporation

KELLY SMITH
Notary Public - State of Kansas
My Appt. Expires Oct. 05, 2008

Kelly Smith, Notary Public 2005-15

My appointment expires: _____ 20___.

RESTRICTIVE COVENANT

THIS DECLARATION made this 31st day of August, 2009, by MAA, L.C., a Kansas Limited Liability Company, the "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

M A A ADDITION
Wichita, Sedgwick County, Kansas

WHEREAS, the Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A" and "B ", M A A Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for Detention Pond and for drainage purposes.

2. That Reserve "B" is hereby reserved for Utility Easement and for drainage purposes.

3. That Reserve "A" shall be owned and maintained by the owners of Lots 2 and 3, Block B, M A A Addition, Wichita, Sedgwick County, Kansas and Reserve "B" shall be deeded to and owned and maintained by the Riverside Drainage District.

5. That the Owner hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the common areas, as defined, for the purposes of maintaining such common areas. 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.

2005-15

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10/1/96

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owner and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against the above-described real property in M A A Addition, respectively, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to the owners of Lots 2 and 3, Block B as platted in said M A A Addition, Wichita, Sedgwick County, Kansas and the Riverside Drainage District.

Executed the date and year first above written.

By: MAA, L.C. a Kansas Limited Liability Company

_____ Officer
Brad Phillips

_____ Officer
Brook Phillips

CITY OF DERBY)
COUNTY OF SEDGWICK) SS
STATE OF KANSAS)

BE IT REMEMBERED, that on this 31 day of Aug, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brad Phillips and Brook Phillips, Officers of MAA, L.C., a Kansas Limited Liability Company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

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

By: _____
Notary

(My Appointment Expires: Dec. 8, 2011)

KRISTI MEDCALF
Notary Public - State of Kansas
My Appt. Expires December 8, 2011

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10/1/96

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: SUB 2009-15 -- Plat of North Pointe Senior Living Addition located south of 29th Street North, on the east side of Woodlawn. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)

Background: This site, consisting of three lots on 10.39 acres, is a replat of a portion of the Woodland North Pointe Addition. This site is located within Wichita's city limits and is zoned GO General Office.

Analysis: Petitions, 100%, and a Certificate of Petitions have been submitted for water, sewer and drainage improvements. A Cross-lot Circulation Agreement has been submitted to assure internal vehicular movement between the lots.

The plat has been approved by the Metropolitan Area Planning Commission.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions and Cross-lot Circulation Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: Certificate of Petitions
Cross-lot Circulation Agreement

20TH ST. N.
WOODLAWN

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 15, MAIN 6, SANITARY SEWER NO. 23 (SOUTH OF 29TH ST. NORTH, EAST OF WOODLAWN) 468-84630** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 15, MAIN 6, SANITARY SEWER NO. 23 (SOUTH OF 29TH ST. NORTH, EAST OF WOODLAWN) 468-84630** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 15, Main 6, Sanitary Sewer No. 23 (south of 29th St. North, east of Woodlawn) 468-84630.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ninety-Four Thousand Dollars ($94,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2009**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTH POINTE LIVING ADDITION
Lots 1 through 3, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

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

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on October 16, 2009

RESOLUTION NO. 09-321

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 362 (SOUTH OF 29TH ST. NORTH, EAST OF WOODLAWN) 468-84641 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 362 (SOUTH OF 29TH ST. NORTH, EAST OF WOODLAWN) 468-84641 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 362 (south of 29th St. North, east of Woodlawn) 468-84641.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Three Hundred Fifty-One Thousand Dollars ($351,000) the cost of interest on borrowed money, with 100 percent payable by the improvement district and. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTH POINTE SENIOR LIVING ADDITION
Lots 1 through 3, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

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

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested
thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of October, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on October 16, 2009

RESOLUTION NO. 09-322

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 363 (SOUTH OF 29TH ST. NORTH, EAST OF WOODLAWN) 468-84642 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 363 (SOUTH OF 29TH ST. NORTH, EAST OF WOODLAWN) 468-84642 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 363 (south of 29th St. North, east of Woodlawn) 468-84642.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Seventy-Two Thousand Dollars ($72,000) the cost of interest on borrowed money, with 100 percent payable by the improvement district and. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTH POINTE SENIOR LIVING ADDITION
Lots 1 through 3, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

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

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested
thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of October, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on October 16, 2009

RESOLUTION NO. 09-323

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90455 (SOUTH OF 29TH ST. NORTH, EAST OF WOODLAWN) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90455 (NORTH OF 29TH ST. NORTH, EAST OF WOODLAWN) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90455 (north of 29th St. North, east of Woodlawn).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Fifty-Three Thousand Dollars ($53,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTH POINTE SENIOR LIVING ADDITION
Lots 1 through 3, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

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

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of October, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

CERTIFICATE

Sedgwick County) SS
State of Kansas)

We, Larry D. Wilkerson and Carol Sue Wilkerson, Members, North Pointe Senior Living, LLC, a Kansas Limited Liability Company, owners and plattors of the North Pointe Senior Living Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Water Distribution System Petition (1)
2. Sanitary Sewer Lateral Petition (1)
3. Storm Water Drainage Petitions (2)

As a result of the above mentioned petitions for improvements, lots within the North Pointe Senior Living Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 21 day of July, 2009.

NORTH POINTE SENIOR LIVING, LLC,
A Kansas Limited Liability Company

By: _____
Larry D. Wilkerson, Member

By: _____
Carol Sue Wilkerson, Member

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 21 day of July, 2009, before me a Notary Public in and for said State and County, came Larry D. Wilkerson, Member, and Carol Sue Wilkerson, Member, North Pointe Senior Living, LLC, a Kansas Limited Liability Company to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

Lucille Mary Varner
Notary Public State of Kansas
My Appt Expires 4/19/2011

Notary Public: _____

My Appointment Expires: 4/19/2011

Pub 2009-15

CROSS-LOT CIRCULATION AGREEMENT

THIS DECLARATION, made this 3 day of ~~August~~ Sept, 2009, by **North Point Senior Living, LLC, a Kansas limited liability company**

W I T N E S S E TH: That,

WHEREAS, Declarant is the owner of all lots in North Pointe Senior Living Addition, an addition to Wichita, Sedgwick County, Kansas, which addition is presently in the process of being platted; and

WHEREAS, as a part of the platting process it is necessary to provide a cross-lot circulation agreement for the benefit of all lots in said Addition; and

WHEREAS, Declarant is the owner of the property to be burdened by said agreement and desires hereby to establish the same.

NOW, THEREFORE, Declarant hereby declares and establishes the cross-lot circulation agreement, as follows:

1. Declarant grants to all future Owners, their agents, assigns, lessees, customers, invitees, licensees, tenants and employees a nonexclusive easement over, through, and around the common areas for driveways, walkways, ingress and egress, parking motor vehicles, and the loading and unloading of commercial and other vehicles. All entrances, exits, aisle ways and driveways shall be unobstructed so that vehicular and pedestrian traffic may easily move to and from adjoining lots within the common area and the adjacent streets.

2. The rights herein granted and all provisions hereof shall be deemed covenants that shall run with the land and shall inure to the benefits of and be binding upon Declarant and its successors and assigns.

2009-15

IN WITNESS WHEREOF, this Declaration has been executed the date first above written.

NORTH POINTE SENIOR LIVING, LLC, a Kansas limited liability company

_____, Member
Larry D. Wilkerson, Member

_____ Member
Carol Sue Wilkerson, Member

STATE OF KANSAS, SEDGWICK COUNTY} ss:

This instrument was acknowledged before me on 3 day of ~~August~~ Sept, 2009, by Larry D. Wilkerson and Carol Sue Wilkerson, members, North Pointe Senior Living, LLC, a Kansas limited liability company.

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

_____ Notary Public
Notary Public:

(seal)

ANN C. YBARRA
Notary Public - State of Kansas
My Appt. Expires 9-15-2013

My Appointment Expires:

9-15-2013

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City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: SUB 2009-55 -- Plat of Nomar Public Market, First Addition located on the northwest and southwest corner of 21st Street North and Broadway. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)

Background: This site, consisting of two lots on 1.1 acres, is a replat of Steel and Swentzell's Highland 2nd Addition and Gossard's Subdivision of Gossard's Addition and is located within Wichita's city limits. A zone change (PUD 2009-03/PUD #31) from GC General Commercial to PUD Planned Unit Development is on this same agenda for approval.

Analysis: Municipal services are available to serve the site.

The plat has been 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.

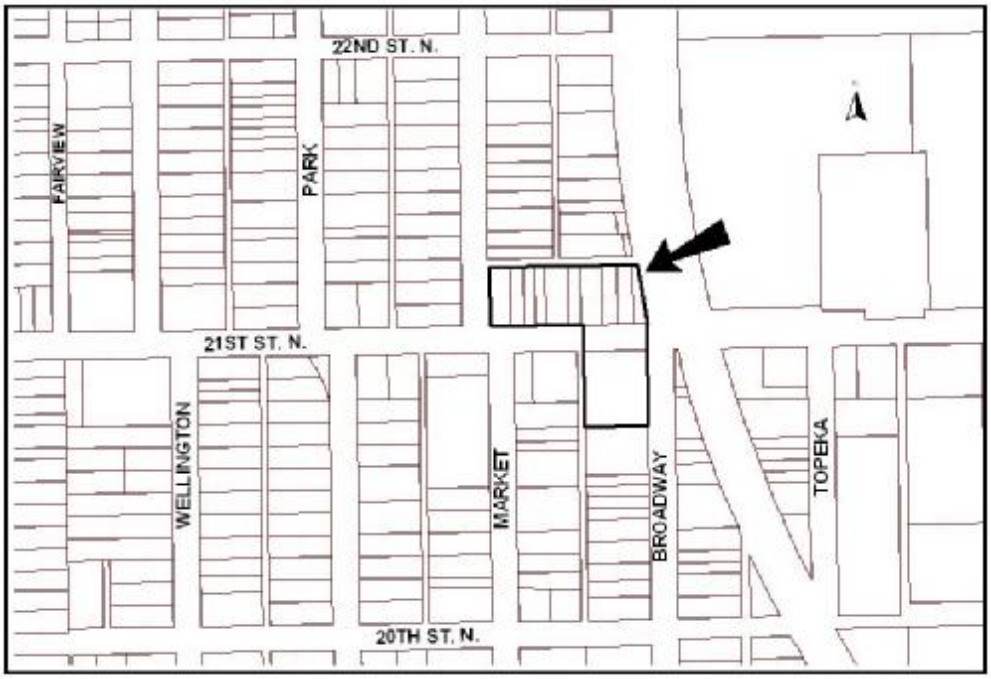
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Ordinance has been reviewed and approved as to form by the Legal Department.

Recommendations/Actions: Approve the plat, authorize the necessary signatures and approve first reading of the Ordinance.

Attachments: None.


FAIRVIEW
WELLINGTON
21ST ST. N.
PARK
MARKET
22ND ST. N.
BROADWAY
20TH ST. N.
TOPEKA

OCA 150004

Published in The Wichita Eagle on October 23, 2009

ORDINANCE 48-438

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. PUD 2009-03

Zone change from request from GC General Commercial to PUD, Planned Unit Development, described as follows:

Lot 1, Block 1, and Lot 1, Block 2, Nomar Public Market, First Addition, Wichita, Sedgwick County, Kansas.

Generally located on the northwest and southwest corner of 21st Street North and Broadway.

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 20th day of October, 2009.

ATTEST:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

Agenda Item No. V-5

City of Wichita
City Council Meeting
October 13, 2009

To: Mayor and City Council

Subject: VAC2009-00029 - Request to vacate a platted easement and a temporary easement dedicated by separate instrument; generally located west of Maize Road and north of Central Avenue. (District V)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to vacate the platted 20-foot utility easement located along the southwest and south side of Lot 1, and the 30-foot temporary easement dedicated by separate instrument (Film 1472, Page 1163) located approximately in the middle of Lot 1, all in Block A, the Timber Grove Lakes 2nd Addition. There is a sewer line (north-south), and there are manholes in the described temporary easement. The applicant has provided a copy of the recorded temporary easement, which states that it "…shall expire upon completion of sanitary sewer system and relocation of the gas supply line." The applicant proposes to dedicate/revert the temporary easement into a permanent easement and keep the sewer line in this location. The applicant has reached an agreement with the gas line company. The Timber Grove Lakes 2nd Addition was recorded with the Register of Deeds on August 29, 1994.

Analysis: The 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. No written protests have been filed.

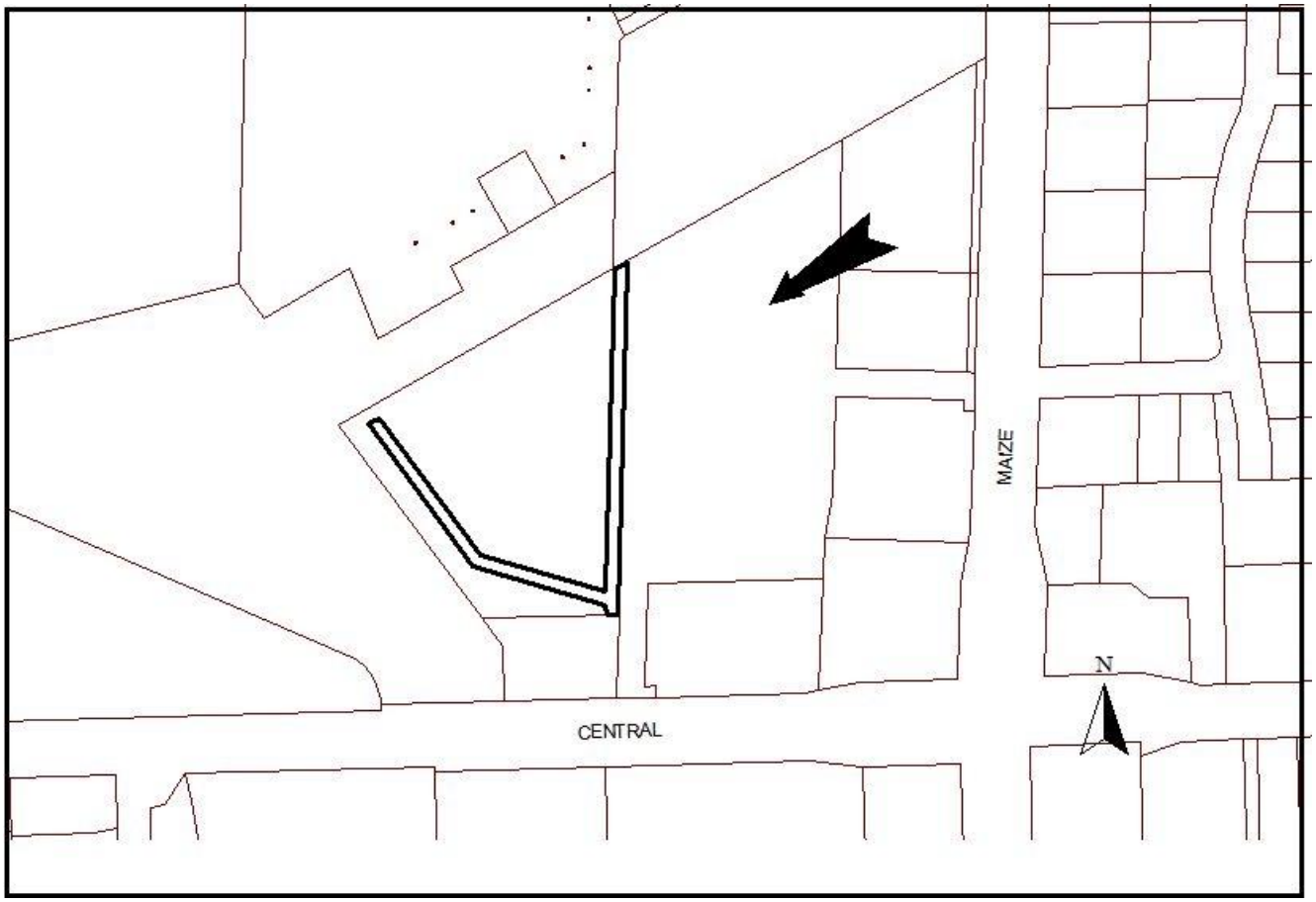
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order and dedication of a utility easement by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: Dedication of a utility easement by separate instrument.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CENTRAL

Agenda Item No. V-6

City of Wichita
City Council Meeting
October 13, 2009

To: Mayor and City Council

Subject: VAC2009-00030 - Request to vacate a portion of an easement dedicated by separate instrument; generally located north of Kellogg Street and east of 167th Street West. (District V)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to vacate a portion of the described water line easement. This easement (as well as multiple other easements) was the result of VAC2009-00003; approved by the Wichita City Council on April 7, 2009. There are no utilities in the described easement. The Goddard School 2nd Addition was recorded with the Register of Deeds on September 26, 2008.

Analysis: The MAPC voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

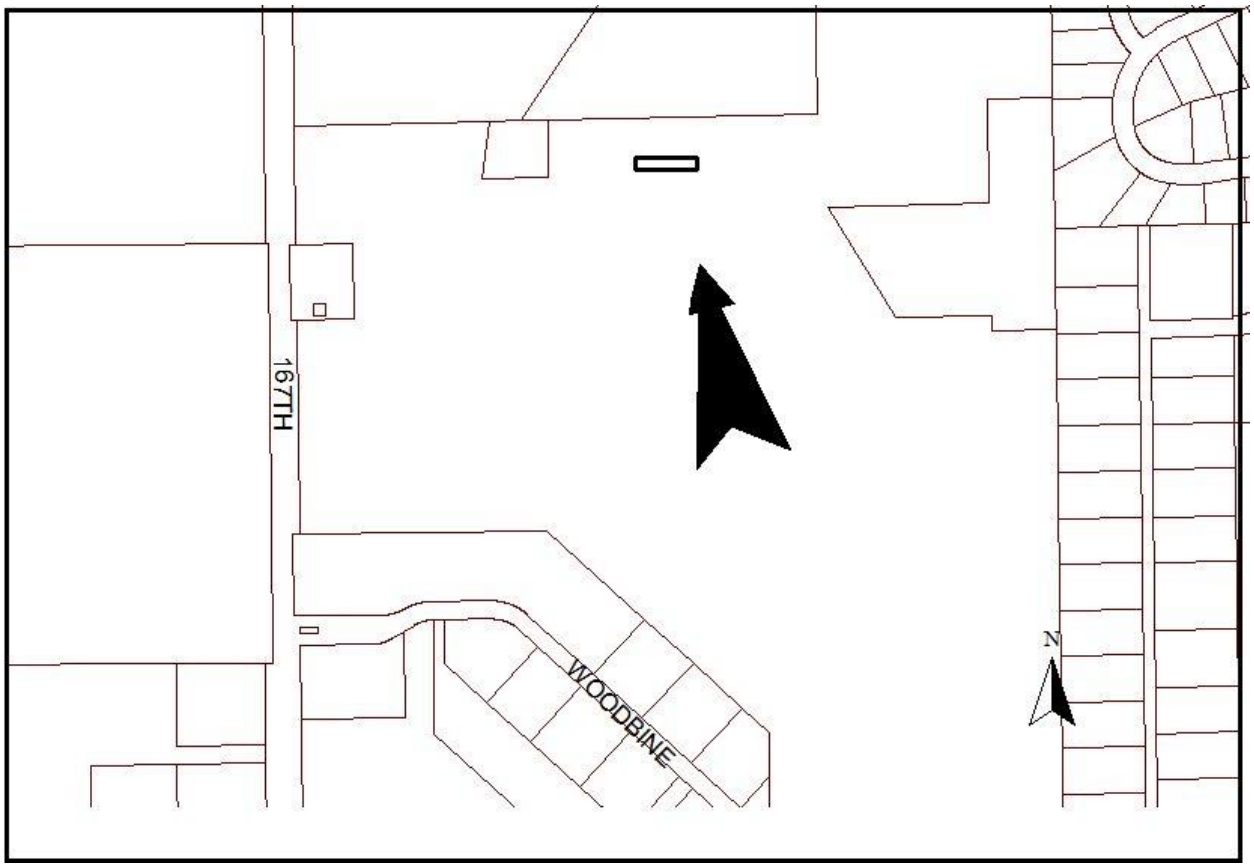
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.


N
WOODBINE
16TH

Agenda Item No. V-7

City of Wichita
City Council Meeting
October 13, 2009

To: Mayor and City Council

Subject: VAC2009-00031 - Request to vacate a platted setback; generally located west of Amidon Avenue and south of 27th Street North. (District VI)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicants propose to vacate the south 18 feet of the platted 30-foot street side yard setback on the SF-5 Single-family Residential ("SF-5") zoned corner lot, thus making a 12-foot street side yard setback. This setback runs parallel to the north lot line of Lot 6, Block 4, Northwest Gardens Addition and the south side of the 27th Street North right-of-way (ROW). The Unified Zoning Code (UZC) has a 15-foot minimum street side yard setback for the SF-5 zoning district. Per the UZC (Art.III, Sec.III-E, e (6)), the short side of a corner lot shall have the front yard setback. The short side of this lot is the Charles Avenue side. If this was not a platted setback, the UZC's15-foot minimum street side yard setback for the SF-5 zoning district would be in effect, and the applicant could have applied for an Administrative Adjustment instead of a Vacation. An Administrative Adjustment would reduce the UZC's 15-foot minimum street side yard setback by 20%, resulting in a 12-foot setback, which is what the applicant is requesting. There are no platted easements within the platted setback. There are no utilities, manholes, sewer or water lines within the described portion of the platted setback. The Northwest Gardens Addition was recorded with the Register of Deeds on June 12, 1950.

Analysis: The MAPC voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

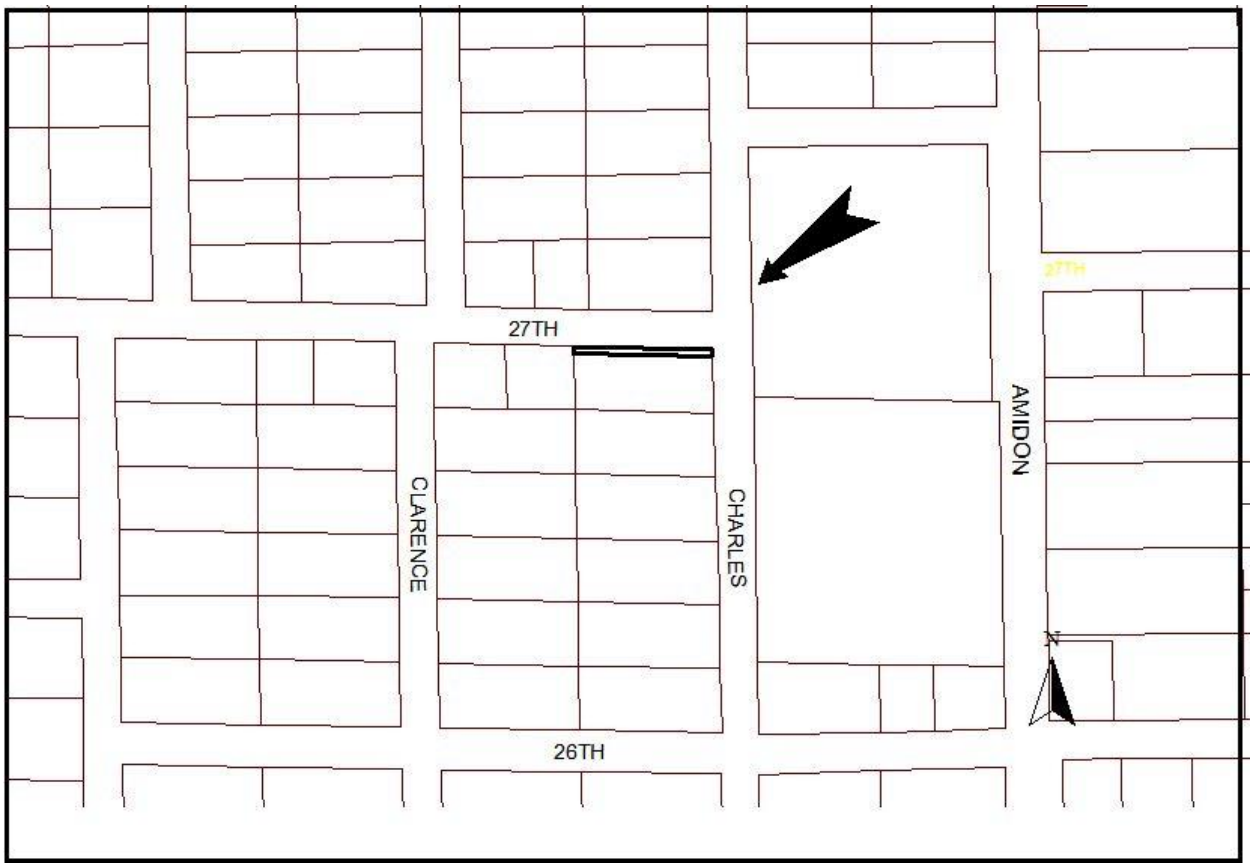
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.


27TH
CLARENCE
CHARLES
AMIDON
26TH
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City of Wichita
City Council Meeting
October 13, 2009

TO: Wichita Housing Authority Board Members

SUBJECT: Public Hearing – Five-Year and Year 2010 Annual Agency Plans (All Districts)

INITIATED BY: Housing and Community Services Department

AGENDA: Housing Authority

Recommendation: Conduct the public hearing, close the hearing, approve the Wichita Housing Authority Five-Year and Year 2010 Annual Agency Plans, and authorize the necessary signatures to certify the plans for submission to the U.S. Department of Housing and Urban Development.

Background: On October 21, 1998, the Quality Housing and Work Responsibility Act of 1998 (QHWRA) was signed into law as part of the FY 1999 Appropriations Bill. One provision of the Act is the mandate for public housing authorities to prepare a five-year plan showing the needs and goals for that period and a more detailed annual operating plan. The annual plan must include, among other things, information on the housing needs of the locality, population served, method of rent determination, operation policies and procedures, capital improvements, unmet housing needs of families with income less than 30 percent of median income and efforts to coordinate programs and other items.

Analysis: Staff of the Wichita Housing Authority (WHA) have prepared the required plans. The proposed WHA Annual Plan elements and policies will remain the same in the 2010 Annual Agency Plan as the Plan elements in the 2009 Annual Plan. Section 511 of the QHWRA requires the Housing Authority Board to conduct a public hearing to discuss the housing authority plans and to invite public comment regarding the plans. In the event that the Housing Authority Board receives written or oral public comment which is deemed significant enough to amend the plans, the Housing Authority Board may amend the plans and certify the plans as amended. After the Housing Authority Board has considered comments submitted at the hearing and approved the (WHA) Five-Year and Year 2010 Annual Plans, subject to any amendments, the WHA staff will transmit the policies and programs via electronic template for submission. The Plan template is attached.

Legal Considerations: The certification of the Five-Year and Year 2010 Annual Plans will bring the Wichita Housing Authority (WHA) into compliance with the Quality Housing and Work Responsibility Act of 1998.

Financial Considerations: The 2010 Capital Fund Budget request is a part of the 2010 Annual Plan. Approval of the plan approves this budget as well.

Goal Impact: The Five-Year and Year 2010 Annual Agency Plans contribute to the City Goal of Economic Vitality and Affordable Living.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board conduct the public hearing, close the hearing, approve the Wichita Housing Authority Five-Year and Year 2010 Annual Agency Plans, and authorize the necessary signatures to certify the plans for submission to the U.S. Department of Housing and Urban Development.

Attachments:
5-Year and Year 2010 Annual Agency Plans
Wichita Housing Authority Board Certification
Certification for a Drug-Free Workplace
Certification of Payments to Influence Federal Transactions
Disclosure of Lobbying Activities
Tenant Advisory Board Comments
Challenged Elements

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 PHA Information
PHA Name: City of Wichita Housing Authority PHA Code: KS004
PHA Type: ☐ Small ☒ High Performing ☐ Standard ☐ HCV (Section 8)
PHA Fiscal Year Beginning: (MM/YYYY): 01/2010

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)
Number of PH units: 578 Number of HCV units: 2484

3.0 Submission Type
☒ 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia N/A ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

5.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

The Wichita Housing Authority's (WHA) strategic goal is to increase the availability of decent, safe and affordable housing in the City of Wichita through the following methods:

- expand the supply of assisted housing by applying for additional rental vouchers and reducing public housing vacancies;
- improve the quality of assisted housing and management performance as monitored by Public Housing Assessment System and Section Eight Management Assessment Program scores;
- increase assisted housing choices through outreach efforts to potential voucher landlords and Section 8 homeownership programs;
- provide an improved living environment by the deconcentration of poverty by bringing higher income public housing households into lower income developments, promoting income mixing in Section 8 housing, and designated housing for the elderly;
- promote self-sufficiency by increasing the percentage of employed persons in assisted housing, attracting supportive services to improve assisted clients' employability and independence for the elderly and disabled; and
- ensure equal opportunity and affirmatively further fair housing.

The WHA has made progress in meeting the objectives of the 2005 - 2009 5-Year Plan as follows:

§ the Section 8 Program is currently operating at 100% occupancy and the Public Housing Program is currently operating at 97% occupancy;
§ the Section 8 and Public Housing Programs have been designated as a High Performing Housing Authority;
§ the Section 8 Program has provided voucher mobility counseling, conducted outreach efforts to potential voucher landlords and implemented the voucher assisted Homeownership Program;
§ both the Section 8 and Public Housing Programs have implemented measures to promote income mixing by assuring access for lower income families into higher income developments;
§ Public Housing has continued to designate Greenway and McLean Manor as elderly only apartment complexes;
§ the Section 8 Program has attracted supportive services to improve assistance recipients in the Family Self-Sufficiency Program;
§ the Section 8 Program applied for and was awarded 35 Veterans Affairs Supportive Housing vouchers;
§ the Public Housing Program has developed supportive services to increase independence for the elderly and families with disabilities through the Resident Opportunity and Self Sufficiency Grant; and
§ both the Section 8 and Public Housing Programs have taken affirmative measures to ensure equal opportunity in housing regardless of race, color, religion, national origin, sex, familial status and disability.

6.0	**PHA Plan Update** (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: The WHA Plan elements will remain the same in the 2010 Annual Plan as the Plan elements in the previous 2009 Annual Plan. (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. The WHA 5-Year and Annual PHA Plan will be available for review by the public at the Housing and Community Services Office located at 332 N. Riverview, Wichita, Kansas.
7.0	**Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** *Include statements related to these programs as applicable.* The WHA plans to submit a Disposition Plan to the U. S. Department of Housing and Urban Development for the sale of ten residential building lots. Two of the building lots are a part of the KS004000003 development and eight of the lots are a part of the KS004000004 development.
8.0	**Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable.
8.1	**Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit **t**he *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing. 2010 Capital Fund Initial Budget Statement – Attachment A Open Capital Fund Performance and Evaluation Reports – Attachment B
8.2	**Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. Capital Fund Five-Year Action Plan (excluding 2010 Capital Fund) – Attachment C
8.3	**Capital Fund Financing Program (CFFP).** ☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.
9.0	**Housing Needs**. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Housing Needs 2009-2013 City of Wichita Consolidated Plan				Current % of House-holds	Current Number of House-holds
Household Income <=30% MFI	Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	2065
			Any housing problems	64.1	1324
			Cost Burden > 30%	62.6	1293
			Cost Burden > 50%	38.0	785
		Small Related	NUMBER OF HOUSEHOLDS	100%	3468
			With Any Housing Problems	84.2	2920
			Cost Burden > 30%	82.4	2858
			Cost Burden > 50%	65.1	2258
		Large Related	NUMBER OF HOUSEHOLDS	100%	924
			With Any Housing Problems	89.1	823
			Cost Burden > 30%	81.0	748
			Cost Burden > 50%	53.8	497
		All other households	NUMBER OF HOUSEHOLDS	100%	4869
			With Any Housing Problems	77.7	3783
			Cost Burden > 30%	77.2	3759
			Cost Burden > 50%	58.3	2839
	Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	2331
			With Any Housing Problems	57.1	1331
			Cost Burden > 30%	56.5	1317
			Cost Burden > 50%	30.7	716
		Small Related	NUMBER OF HOUSEHOLDS	100%	1114
			With Any Housing Problems	83.8	934
			Cost Burden > 30%	82.6	920
			Cost Burden > 50%	67.1	747
		Large Related	NUMBER OF HOUSEHOLDS	100%	318
			With Any Housing Problems	95.6	304
			Cost Burden > 30%	86.8	276
			Cost Burden > 50%	74.8	238
		All other households	NUMBER OF HOUSEHOLDS	100%	943
			With Any Housing Problems	71.5	674
			Cost Burden > 30%	71.5	674
			Cost Burden > 50%	53.8	507

Household Income >30 to <=50% MFI	Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	1441
			With Any Housing Problems	67.1	967
			Cost Burden > 30%	66.8	963
			Cost Burden > 50%	31.6	455
		Small Related	NUMBER OF HOUSEHOLDS	100%	3052
			With Any Housing Problems	59.8	1825
			Cost Burden > 30%	53.9	1645
			Cost Burden > 50%	9.1	278
		Large Related	NUMBER OF HOUSEHOLDS	100%	814
			With Any Housing Problems	80.0	651
			Cost Burden > 30%	36.6	298
			Cost Burden > 50%	3.4	28
		All other households	NUMBER OF HOUSEHOLDS	100%	3594
			With Any Housing Problems	55.0	1977
			Cost Burden > 30%	53.1	1908
			Cost Burden > 50%	7.8	280
	Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	3415
			With Any Housing Problems	26.0	888
			Cost Burden > 30%	26.3	898
			Cost Burden > 50%	6.0	205
		Small Related	NUMBER OF HOUSEHOLDS	100%	1827
			With Any Housing Problems	65.5	1197
			Cost Burden > 30%	62.6	1144
			Cost Burden > 50%	26.1	477
		Large Related	NUMBER OF HOUSEHOLDS	100%	509
			With Any Housing Problems	81.5	415
			Cost Burden > 30%	67.8	345
			Cost Burden > 50%	14.9	76
		All other households	NUMBER OF HOUSEHOLDS	100%	780
			With Any Housing Problems	57.6	449
			Cost Burden > 30%	57.1	445
			Cost Burden > 50%	27.1	211

Household Income >50 to <=80% MFI	Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	1266
			With Any Housing Problems	42.6	539
			Cost Burden > 30%	41.5	525
			Cost Burden > 50%	14.9	189
		Small Related	NUMBER OF HOUSEHOLDS	100%	4554
			With Any Housing Problems	23.7	1079
			Cost Burden > 30%	15.0	683
			Cost Burden > 50%	1.1	50
		Large Related	NUMBER OF HOUSEHOLDS	100%	1152
			With Any Housing Problems	54.6	629
			Cost Burden > 30%	7.6	88
			Cost Burden > 50%	0.9	10
		All other households	NUMBER OF HOUSEHOLDS	100%	5423
			With Any Housing Problems	15.3	830
			Cost Burden > 30%	13.3	721
			Cost Burden > 50%	1.3	70
	Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	5020
			With Any Housing Problems	11.2	562
			Cost Burden > 30%	10.6	532
			Cost Burden > 50%	2.7	136
		Small Related	NUMBER OF HOUSEHOLDS	100%	4811
			With Any Housing Problems	32.9	1583
			Cost Burden > 30%	29.6	1424
			Cost Burden > 50%	3.9	188
		Large Related	NUMBER OF HOUSEHOLDS	100%	1706
			With Any Housing Problems	48.2	822
			Cost Burden > 30%	29.0	495
			Cost Burden > 50%	3.0	51
		All other households	NUMBER OF HOUSEHOLDS	100%	2255
			With Any Housing Problems	34.2	771
			Cost Burden > 30%	33.3	751
			Cost Burden > 50%	6.9	156

Housing Needs of Families on the Public Housing Waiting List 8/1/09			
	# of families	% of total families	Annual Turnover
Waiting list total	1097		120
Single	364	33.2%	
Elderly	24	2.2%	
Disabled	214	19.5%	
Family	495	45.1%	
Native American	39	3.6%	
Pacific Island			
Asian	16	1.5%	
White	555	50.6%	
African American	479	43.6%	
Not Assigned	8	.7%	
Characteristics by Bedroom Size			
1BR	650	59.2%	
2 BR	307	28.0%	
3 BR	89	8.1%	
4 BR	46	4.2%	
5 BR	4	0.4%	
6+ BR	1	0.1%	

Is the waiting list closed (select one)? ☐ No ☒ Yes

If yes:

HOW LONG HAS IT BEEN CLOSED (# OF MONTHS) 132

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☒ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes

Housing Needs of Families on the Section 8 Waiting List 5/1/09			
	# of families	% of total families	Annual Turnover
Waiting list total	134		250
Single	49	36.6%	
Elderly	16	11.9%	
Disabled	0	0%	
Family	69	51.5%	
Native American	1	.7%	
Pacific Island			
Asian	3	2.2%	
White	49	36.6%	
African American	77	57.5%	
Not Assigned	4	3.0%	
Characteristics by Bedroom Size			
1BR	76	79.8%	
2 BR	14	10.5%	
3 BR	31	6.7%	
4 BR	4	3.0%	
5 BR			
6+ BR			

Is the waiting list closed (select one)? ☐ No ☒ Yes

If yes:

HOW LONG HAS IT BEEN CLOSED (14 MONTHS)?

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☒ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes

9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.** Strategies to be utilized by the Wichita Housing Authority (WHA) to meet the needs of all eligible populations including current tenants and those on the waiting list include maximizing the number of affordable units available to the WHA within its current resources by: § employing effective maintenance and management policies to minimize the number of vacant Public Housing units; § reducing turnover time for vacated Public Housing units; § reducing time to renovate Public Housing units; § maintaining or increasing Section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction; § undertaking measures to ensure access to affordable housing among families assisted by the WHA, regardless of unit size required; § maintaining or increasing Section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration; § maintaining or increasing Section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program; and § participating in overall development processes to ensure coordination with broader community strategies. . For families at or below 30% of median, the WHA will: § exceed HUD federal targeting requirements for families at or below 30% of AMI in the Section 8 and Public Housing programs; § exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based Section 8 assistance; § employ admissions preferences in Public Housing aimed at families who are disabled, elderly or employed to increase income to maintain services at the present level due to possible declining federal subsidy; and § adopt rent policies to support and encourage work. For families at or below 80% of median, the WHA will adopt rent policies to support and encourage work. Specifically, Public Housing has adopted flat rents designed to not penalize families whose incomes rise to levels that would otherwise cause the family to move from Public Housing. In addition, the WHA promotes the income disallowance in the calculation of monthly rental amounts and rental subsidy for those household members that have been unemployed at least one year. For those that become employed, the first year's income shall not be counted for the calculation of monthly rental or rental subsidy. Only 50% of the second year's income shall used for the calculation of monthly rental or rental subsidy. All of the third year's income will be then used for the calculation. To meet specific needs of the elderly, the WHA has or will: § seek designation of Public Housing specifically for the elderly, and § apply for special-purpose Section 8 vouchers targeted to the elderly, should they become available. To meet the special needs of the elderly, the WHA Public Housing will continue the Wichita Housing Wichita Housing Initiative for Service Coordination and Transportation Program funded through the HUD Resident Opportunity and Self-Sufficiency Grant. The services include senior companions, healthy homemaking, transportation and resident service coordination. To meet specific needs of families with disabilities, the WHA will continue to implement modifications needed in Public Housing based on the Section 504 Needs Assessment and apply for Section 8 special-purpose vouchers targeted to families with disabilities, should they become available. The WHA will also affirmatively market to local non-profit agencies that assist families with disabilities. The City of Wichita Housing Authority will also seek to meet the specific needs of races or ethnic groups with disproportionate housing needs by affirmatively marketing to races/ethnic groups shown to have disproportionate housing needs, counseling Section 8 clients as to location of units outside of areas of poverty or minority concentration and assist them to locate those units; and marketing the Section 8 program to owners outside of areas of poverty/minority concentrations.

10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. **(See Section 5.2)** (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" Significant Amendment or Substantial Deviation/Modification - as referenced in the *Quality Housing and Work Responsibility Act of 1998, Section 511, (g),* a significant amendment or modification to the annual plan may not be adopted, other than at a duly called meeting of the governing board of the public housing agency that is open to the public after a 45 day public notice; and be implemented, until notification of the amendment or modification is provided to the Secretary of the Department of Housing and Urban Development (HUD) and approved. Amendments or modifications, with are **not** defined as being significant and **will not** be subject to a public meeting with a 45 day public notice and notification to the Secretary of HUD will be the following amendments or modifications: 1. the transfer of work projects, from one grant year to another in the Capital Fund Program (fungibility), which are included in the approved Capital Fund Program 5-Year Action Plan; 2. the transfer of funds in the Capital Fund Program from one line item to another within the same grant year budget; 3. additional work projects funded by the Capital Fund Program not included in the 5-Year Action Plan, which have been deemed to be emergencies; 4. policy changes resulting from HUD or other federal agency mandates, regulations, or directives; and 5. any changes in the Section 8 Administrative Plan or Public Housing Admissions and Continued Occupancy Policy, which are not specifically described in the HUD PHA 5-Year and Annual Plan or required PHA Plan elements. Police Occupied Units – The Wichita Housing Authority has five houses that are currently occupied by Wichita Police Officers. This occupancy is deemed necessary to increase security and drug elimination for Public Housing residents who live in the five single-family dwelling concentrations. The Police Officers are currently residing in the units on an annual lease for a zero monthly rental amount, with the Officers paying the cost of the utilities. These units are located at 1501 Arnold, 1527 E. Catalina, 2642 N. Minnesota, 7015 W. Newell and 2331 St. Clair.

11.0	**Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

Attachment A

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program
OMB No. 2577-0226

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary		
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16P00450110 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2010 FFY of Grant Approval: 2010

Type of Grant
☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:)
☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1	
		Original	Revised2	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) 3	199,000			
3	1408 Management Improvements	10,000			
4	1410 Administration (may not exceed 10% of line 21)	99,000			
5	1411 Audit	5,000			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	133,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	51,000			
10	1460 Dwelling Structures	425,000			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	20,000			
13	1475 Non-dwelling Equipment	35,000			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities 4				

18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)	22,444			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$999,444			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs	$ 51,000			
25	Amount of line 20 Related to Energy Conservation Measures	$175,000			

Signature of Executive Director, Mary K. Vaughn Date 9/11/09 *Signed document attached*	Signature of Public Housing Director, Tom Byler Date 9/11/09 *Signed document attached*

1 To be completed for the Performance and Evaluation Report.
2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.
4 RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS1600450110 CFFP (Yes/ No): No Replacement Housing Factor Grant No:				Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
KS004000001	Greenway rehab & facade	1460		$250,000				
	General improvements	1460		20,000				
KS004000003	Window replacements	1460	13 units	75,000				
	Single-family unit rehab	1460	3 units	60,000				
KS004000004	Single-family unit rehab	1460	1 unit	20,000				
	Fence replacement	1450	20	51,000				
WHA-wide	Operations	1406		199,000				
WHA-wide	Management improvements	1408		10,000				
WHA-wide	Administration	1410		99,000				
WHA-wide	Audit	1411		5,000				
WHA-wide	Engineering and inspection	1430		133,000				
WHA-wide	Office improvements	1470		20,000				
WHA-wide	Technology	1475		35,000				
WHA-wide	Contingency	1502		22,444				
		TOTAL		$999,444				

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
2 To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: City of Wichita Housing Authority					Federal FFY of Grant: 2010
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
KS004000001	3/31/2013		3/31/2014		
KS004000002	3/31/2013		3/31/2014		
KS004000003	3/31/2013		3/31/2014		
KS004000004	3/31/2013		3/31/2014		
WHA Wide	3/31/2013		3/31/2014		

Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended. Annual Statement/Performance and Evaluation Report

Attachment B

Capital Fund Performance and Evaluation Report 6/30/09

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program
OMB No. 2577-0226

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary		
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16P00450107 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2007 FFY of Grant Approval:

Type of Grant
☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:)
☒ Performance and Evaluation Report for Period Ending: 6/30/09 ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1	
		Original	Revised2	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) 3	$199,000	$199,000	$199,000.00	$199,000.00
3	1408 Management Improvements	15,000	0		
4	1410 Administration (may not exceed 10% of line 21)	99,000	93,000	92,396.86	92,396.86
5	1411 Audit	5,000	0		
6	1415 Liquidated Damages				
7	1430 Fees and Costs	124,000	125,000	125,654.61	125,654.61
8	1440 Site Acquisition				
9	1450 Site Improvement	135,675	169,657	168,443.00	150,089.22
10	1460 Dwelling Structures	114,000	300,000	300,181.62	300,181.62
11	1465.1 Dwelling Equipment—Nonexpendable	96,000	104,000	104,313.75	104,313.75
12	1470 Non-dwelling Structures	50,000	3,000	3,152.00	3,152.00
13	1475 Non-dwelling Equipment	10,000	4,000	4,515.16	4,515.16
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities 4	150,000	0		

18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$997,675	$997,657	$997,657.00	$979,303.22
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs		$ 180,031	$ 180,031.00	$ 161,677.00
25	Amount of line 20 Related to Energy Conservation Measures		$ 70,980	$ 70,980.00	$ 70,980.00

Signature of Executive Director, Mary K. Vaughn Date 9/11/09 *Signed document attached*	Signature of Public Housing Director, Tom Byler Date 9/11/09 *Signed document attached*

1 To be completed for the Performance and Evaluation Report.
2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.
4 RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450107 CFFP (Yes/ No): No Replacement Housing Factor Grant No:				Federal FFY of Grant: 2007		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated2	Funds Expended2	
KS004000001	Boiler replacement	1465.1	3		70,980.75	70,980.75	70,980.75	complete
Greenway Manor	Surveillance system	1465.1	32 cams.		33,333.00	33,333.00	33,333.00	complete
KS004000002	Tree trimming	1450			6,420.00	6,420.00	6,420.00	complete
	Roof replacements –Bernice	1460	7		32,386.00	32,386.00	32,386.00	complete
KS004000003	Tree trimming	1450			5,150.00	5,150.00	5,150.00	complete
	Yard grading & drainage	1450	1		2,950.00	2,950.00	2,950.00	complete
	Fence replacement	1450	13		108,847.00	108,847.00	96,176.90	in progress
	Windows	1460			15,304.65	15,304.65	15,304.65	complete
	991 Robin Road roof,ceiling	1460			8,598.00	8,598.00	8,598.00	complete
	Furnace and a/c	1460			3,445.00	3,445.00	3,445.00	complete
	2637 N. Ash major rehab	1460			27,750.00	27,750.00	27,750.00	complete
	1520 Arnold, 2805 Ellen	1460			61,498.00	61,498.00	61,498.00	complete
	Roof replacements	1460	5		16,075.00	16,075.00	16,075.00	complete
	Roof replacements	1460	10		32,442.00	32,442.00	32,442.00	complete
	1501 Arnold minor rehab	1460			2,493.00	2,493.00	2,493.00	complete
	1507 Arnold rehab, windows	1460			39,137.00	39,137.00	39,137.00	complete
	Print shop - specs	1460			21.28	21.28	21.28	complete
	2608 Piatt rehab	1460			26,150.00	26,150.00	26,150.00	complete
	ITS charges	1460			627.00	627.00	627.00	complete
	JV930404	1460			754.69	754.69	754.69	complete

KS004000004	Tree trimming	1450			7,225.00	7,225.00	7,225.00	complete
	Fence replacement	1450	5		37,851.00	37,851.00	32,167.32	in progress
	Window	1460			148.00	148.00	148.00	complete
	2350 Walnut,2243 Wichita	1460			14,495.00	14,495.00	14,495.00	complete
	Roof replacement	1460			18,857.00	18,857.00	18,857.00	complete
Central Office	Operations transfer	1406			199,000.00	199,000.00	199,000.00	
Central Office	Administration	1410			92,396.86	92,396.86	92,396.86	
WHA wide	Fees and construction mgmt.	1430			125,654.61	125,654.61	125,654.61	
Central Office	Blinds	1470			781.00	781.00	781.00	
Central Office	Reception area glass barriers	1470			2,371.00	2,371.00	2,371.00	
Central Office	Office cubical and cabinets	1475			1,875.79	1,875.79	1,875.79	
Central Office	Electric receptacle	1475			10.97	10.97	10.97	
Central Office	Scanner – RFS 25924	1475			893.40	893.40	893.40	
Central Office	Elite upgrade	1475			1,735.00	1,735.00	1,735.00	
TOTAL					$997,657.00	$997,657.00	$979,303.22	

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
2 To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: City of Wichita Housing Authority					Federal FFY of Grant: 2007
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates 1
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
KS004000001	12/31/08	12/31/08	12/31/09	6/30/08	
KS004000002	12/31/08	12/31/08	12/31/09	3/31/08	
KS004000003	12/31/08	12/31/08	12/31/09		in progress
KS004000004	12/31/08	12/31/08	12/31/09		in progress
WHA wide	12/31/08	12/31/08	12/31/09	3/31/09	
HUD mandate	9/30/09		9/30/10		

1 Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Capital Fund Performance and Evaluation Report 6/30/09

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program
OMB No. 2577-0226

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary		
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16P00450108 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2008 FFY of Grant Approval:

Type of Grant
☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:)
☒ Performance and Evaluation Report for Period Ending: 6/30/09 ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1	
		Original	Revised2	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) 3	$199,000	$199,000		
3	1408 Management Improvements	15,000	10,000	$310.00	$310.00
4	1410 Administration (may not exceed 10% of line 21)	99,000	99,000	7,206.90	7,206.90
5	1411 Audit	5,000	5,000		
6	1415 Liquidated Damages				
7	1430 Fees and Costs	126,000	110,000	97,890.03	97,890.03
8	1440 Site Acquisition				
9	1450 Site Improvement	125,000	95,000	10,344.00	10,344.00
10	1460 Dwelling Structures	305,000	130,444	62,350.00	62,350.00
11	1465.1 Dwelling Equipment—Nonexpendable	26,000	105,000	123,326.29*	123,326.29
12	1470 Non-dwelling Structures	20,000	10,000		
13	1475 Non-dwelling Equipment	35,000	15,000	565.82	565.82
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities 4		220,000	296,191.04**	203,050.00

18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)	44,444	1,000		
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$999,444	$999,444	$598,184.08	$505,043.04
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities		$220,000	$296,191.04	$203,050.00
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures		$105,000		

Signature of Executive Director, Mary K. Vaughn Date 9/11/09 *Signed document attached*	Signature of Public Housing Director, Tom Byler Date 9/11/09 *Signed document attached*

1 To be completed for the Performance and Evaluation Report.
2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.
4 RHF funds shall be included here.

*$22,500 will come from the South Central Kansas Economic Development District and will offset the budget variance.
**$85,000 will come from the proceeds of the sale of Public Housing units in the Section 5(h) Homeownership Program and will offset the budget variance.

Part II: Supporting Pages		
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16P00450108 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	Federal FFY of Grant: 2008

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated2	Funds Expended2	
KS004000001	Boiler replacement &	1465.1	3		$123,326.29	$123,326.29	$123,326.29	complete
McLean Manor	Hot water heater replacemt	1465.1	2					
	Hallway painting, chair rail	1460			20,350.00	20,350.00	20,350.00	complete
KS004000003	Fence replacements	1450			1,429.00	1,429.00	1,177.10	in progress
	Tree trimming	1450			750.00	750.00	750.00	complete
	Roof replacements	1460	7		23,600.00	23,600.00	23,600.00	complete
KS004000004	Fence replacements	1450	7		715.00	715.00	543.68	in progress
	Tree trimming	1450			7,450.00	7,450.00	7,450.00	complete
	Roof replacements	1460	4		18,400.00	18,400.00	18,400.00	complete
	New house construction	1499	3		296,100.00	296,100.00	203,050.00	in progress
	Construction plans	1499			91.04	91.04	91.04	complete
Central Office	NAHRO conference	1408			310.00	310.00	310.00	
Central Office	Administration	1410			7,206.90	7,206.90	7,206.90	
WHA wide	Fees and construction mgmt	1430			97,890.03	97,890.03	97,890.03	
Central Office	Office cubical and cabinets	1475			565.82	565.82	565.83	
TOTAL					$598,184.08	$598,184.08	$504,710.86	

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
2 To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: City of Wichita Housing Authority					Federal FFY of Grant: 2008
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates 1
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
KS004000001	12/31/09		12/31/10		
KS004000002	12/31/09		12/31/10		
KS004000003	12/31/09		12/31/10		
KS004000004	12/31/09		12/31/10		
WHA wide	12/31/09		12/31/10		
HUD mandate	6/30/10		6/30/11		

1 Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program
OMB No. 2577-0226

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary		
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16S00450109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: S2009 FFY of Grant Approval:

Type of Grant
☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:)
☒ Performance and Evaluation Report for Period Ending: 6/30/09 ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1	
		Original	Revised2	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) 3				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	$126,000		$0	$0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	40,098		$0	$0
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable	1,099,000		$0	$0
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities 4				

18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$1,265,098		$0	$0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	$1,099,000			

Signature of Executive Director , Mary K. Vaughn Date 9/11/09 *Signed document attached*	Signature of Public Housing Director , Tom Byler Date 9/11/09 *Signed document attached*

1 To be completed for the Performance and Evaluation Report.
2 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
3 PHAs with under 250 units in management may use 100% of CFP Grants for operations.
4 RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16S00450109 CFFP (Yes/ No): No Replacement Housing Factor Grant No:				Federal FFY of Grant: S2009		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated2	Funds Expended2	
KS004000002	Furnace replacements	1465.1	52					
KS004000003	Furnace replacements	1465.1	192					
KS004000004	Furnace replacements	1465.1	156					
Central Office	Administration	1410						
WHA wide	Fees and construction mgmt	1430						

1 To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
2 To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: City of Wichita Housing Authority					Federal FFY of Grant: S2009
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates 1
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
KS004000002	3/31/10		3/31/11		
KS004000003	3/31/10		3/31/11		
KS004000004	3/31/10		3/31/11		
WHA wide	3/31/10		3/31/11		
HUD mandate	3/31/10		3/31/11		

1 Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Attachment C

Capital Fund Program – Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

PART I: SUMMARY

HA Name/Number ity of Wichita Housing Authority KS004			Locality (City/County & State) Wichita, Sedgwick, Kansas		☒**Original 5-Year Plan** ☐**Revision No:**	
	Development Number and Name City of Wichita Housing Authority, KS004	Work Statement for Year 1 FFY 2010	Work Statement for Year 2 FFY 2011	Work Statement for Year 3 FFY 2012	Work Statement for Year 4 FFY 2013	Work Statement for Year 5 FFY 2014
.	Physical Improvements Subtotal	Annual Statement	$546,000	$546,000	$546,000	$526,000
.	Management Improvements		10,000	10,000	10,000	10,000
.	PHA-Wide Non-dwelling Structures and Equipment		20,000	20,000	20,000	20,000
.	Administration		99,000	99,000	99,000	99,000
.	Other: Const. Mgmt.&Audit		125,444	125,444	125,444	125,444
.	Operations		199,000	199,000	199,000	199,000
.	Demolition					10,000
	Development					10,000
	Capital Fund Financing – Debt Service					
.	Total CFP Funds		$999,444	$999,444	$999,444	$999,444
.	Total Non-CFP Funds					
I.	Grand Total		$999,444	$999,444	$999,444	$999,444

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2010	Work Statement for Year 2011 FFY 2011			Work Statement for Year 2012 FFY 2012		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	AMP 1- Greenway and McLean Manor			AMP 1 – Greenway and McLean Manor		
	General modernization		$20,000	Greenway chiller replacement		$210,000
	McLean parking seal coat		15,000			
	AMP 2 – Rosa Gragg and Bernice Hutcherson			AMP 2 – Rosa Gragg and Bernice Hutcherson		
	Window replacements	17 bldgs	40,000			
	Roof replacements	17 bldgs	65,000			
	AMP 3 – Single-family houses			AMP 3 – Single–family houses		
	Window replacements	24 units	136,000	Fence replacements	10	30,000
	Roof replacements	15 units	50,000	Sidewalk and drive replacements	20 units	50,000
	Storage sheds	15	35,000	Total rehabilitation	1 unit	25,000
	Fence replacements	10	30,000			
	Total rehabilitation	3 units	35,000			
	AMP 4 – Single-family houses			AMP 4 – Single-family houses		
	Roof replacements	15 units	50,000	Window replacements	2 units	12,000
	Storage sheds	15	25,000	Air conditioner replacements	156	219,000
	Fence replacements	10	30,000			
	Total rehabilitation	1 unit	15,000			
	Subtotal of Estimated Cost		$546,000	Subtotal of Estimated Cost		$546,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

	Work Statement for Year 2013 FFY 2013			Work Statement for Year 2014 FFY 2014		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	AMP 1 – Greenway and McLean Manor			AMP 1 – Greenway and McLean Manor		
	General modernization		$30,000	General modernization		$30,000
				McLean Manor exterior painting		80,000
	AMP 2 - Rosa Gragg and Bernice Hutcherson			AMP 2 - Rosa Gragg and Bernice Hutcherson		
	General modernization		10,000	General modernization		15,000
				Liquidated damages		5,000
	AMP 3 – Single-family houses			AMP 3 – Single-family houses		
	Window replacements	24 units	136,000	Window replacements	13 units	76,000
	Air conditioner replacements	193	285,000	Fence replacements	17 units	50,000
				Sidewalk and drive replacements	20 units	50,000
				Demolition	1 unit	10,000
				Relocation		10,000
	AMP 4 – Single-family houses			AMP 4 – Single-family houses		
	Fence replacements	14	40,000	Fence replacements	18	50,000
	Storage sheds	27	45,000	Development		20,000
				Site acquisition		20,000
				Contingency		45,000
				Sidewalk and drive replacements	22 units	55,000
				Replacement reserve		30,000
	Subtotal of Estimated Cost		$546,000	Subtotal of Estimated Cost		$546,000

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY 2010	Work Statement for Year 2011 FFY 2011		Work Statement for Year 2012 FFY 2012	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See Annual Statement	WHA Wide			
	1406 – Operations transfer	$199,000	1406 – Operations transfer	$199,000
	1408 – Management improvements	10,000	1408 – Management improvements	10,000
	1410 - Administration	99,000	1410 - Administration	99,000
	1411 - Audit	5,000	1411 - Audit	5,000
	1430 – Fees and services	120,444	1430 – Fees and services	120,444
	1470 – Non-dwelling structure	10,000	1470 – Non-dwelling structure	10,000
	1475 – Non-dwelling equipment	10,000	1475 – Non-dwelling equipment	10,000
	Subtotal of Estimated Cost	$453,444	Subtotal of Estimated Cost	$453,444
	Total Expense	$999,444	Total Expense	$999,444

'art III: Supporting Pages – Management Needs Work Statement(s)

	Work Statement for Year 2013 FFY 2013		Work Statement for Year 2014 FFY 2014	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
	1406 – Operations transfer	$199,000	1406 – Operations transfer	$199,000
	1408 – Management improvements	10,000	1408 – Management improvements	10,000
	1410 - Administration	99,000	1410 - Administration	99,000
	1411 - Audit	5,000	1411 - Audit	5,000
	1430 – Fees and services	120,444	1430 – Fees and services	120,444
	1470 – Non-dwelling structure	10,000	1470 – Non-dwelling structure	10,000
	1475 – Non-dwelling equipment	10,000	1475 – Non-dwelling equipment	10,000
	Subtotal of Estimated Cost	$453,444	Subtotal of Estimated Cost	$453,444
	Total Expense	$999,444	Total Expense	$999,444

Signature of Executive Director , Mary K. Vaughn Date 9/11/09 *Signed document attached*	Signature of Public Housing Director , Tom Byler Date 9/11/09 *Signed document attached*

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-*Year and Annual* PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the_2010-2014__ 5-Year and/or_2010__ Annual PHA Plan for the PHA fiscal year beginning _1/1/2010_____, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act**,** the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
    (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

City of Wichita Housing Authority
PHA Name

KS004
PHA Number/HA Code

X 5-Year PHA Plan for Fiscal Years 2010 - 2014

X Annual PHA Plan for Fiscal Year 2010

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Carl Brewer	Title Mayor and Chairman of the Wichita Housing Authority Board
Signature	Date 10/13/09

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

City of Wichita Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing and Section 8 Programs

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant 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 Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 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 Federalagency 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 subparagraph d.(2), with respect to any 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. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

315 N. Riverview, Wichita, KS 67203; 332 N. Riverview, Wichita, KS 67203; 2018 N. Wellington Place, Wichita, KS 67203 2627 W. 9th, Wichita, KS 67203; 520 W. 25th North, Wichita, KS 67204; and attached list of all additional properties which are located within the city limits of Wichita, KS.

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Carl Brewer	Mayor and Chairman of the Wichita Housing Authority Board
Signature	**Date**
X	10/13/09

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Applicant Name

City of Wichita Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing and Section 8 Programs

The undersigned certifies, to the best of his or her knowledge and belief, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 an agency, a Member of Congress, an 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Carl Brewer	Mayor and Chairman of the Wichita Housing Authority Board

Signature	Date (mm/dd/yyyy)
	10/13/09

Previous edition is obsolete

form HUD 50071 (3/98)
ref. Handboooks 7417.1, 7475.13, 7485.1, & 7485.3

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
[B] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[A] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[A] a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
[x] **Prime** [ ] **Subawardee**
Tier _____, *if known*:
City of Wichita Housing Authority
332 N. Riverview
Wichita, Kansas 67203
Congressional District, *if known*: 4th

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Congressional District, *if known*:

6. Federal Department/Agency:
U. S. Department of HUD

7. Federal Program Name/Description:
CFDA Number, *if applicable*: n/a

8. Federal Action Number, *if known*:
n/a

9. Award Amount, *if known*:
$ n/a

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):
Goter, Dale
455 N. Main
Wichita, Kansas 67202

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: Carl Brewer
Title: Mayor and Chairman of the Wichita Housing Authority Board
Telephone No.: 316-268-4333 Date: 10/13/09

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

CITY OF WICHITA HOUSING AUTHORITY

TENANT ADVISORY BOARD

COMMENTS ON THE 2010 AND 5-YEAR AGENCY PLANS

Tenant Advisory Board Comments

The Tenant Advisory Board, in its regularly scheduled meeting on September 9, 2009, discussed the final draft of the 2010 Annual and 5-Year Agency Plan for the Wichita Housing Authority. The Board agreed that they had no comments to make relative to the 2010 Annual and 5-Year Agency Plan and no motion was made to comment.

CITY OF WICHITA HOUSING AUTHORITY

CHALLENGED ELEMENTS ON THE 2010 ANNUAL AGENCY PLAN

The 2010 Annual Agency Plan elements and agency policies remain the same as previously authorized in the 2009 Plan Annual Agency Plan. The elements and agency policies were made available to the public for inspection beginning August 15, 2009. The Wichita Housing Authority has not received a challenge to any elements or policies.

City of Wichita
City Council Meeting
October 13, 2009

TO: Wichita Airport Authority

SUBJECT: Cessna Aircraft Company – Hangar 10 – Supplemental Agreement No. 4

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: Cessna Aircraft Company has occupied Hangar 10 located at 1780 Airport Road on Wichita Mid-Continent Airport since it was constructed in 1955. The facility encompasses 23,888 sq. ft., and consists of office and hangar space, and is situated on 3.92 acres of land.

Analysis: Cessna operates their Employees' Flying Club and Product Safety Division from this facility. Cessna is desirous of extending the lease for one year, and requests inclusion of four, automatic, one-year renewal options in the supplemental agreement. Further, Cessna has requested that the current rental rate be extended for two, one-year periods commencing August 1, 2009. Discussions with an independent appraiser (The Martens Company) indicate that this request is acceptable based upon current market conditions. The remaining three renewal options reflect an increase of 3.2% each year.

Financial Considerations: Annual revenue for use of this facility is $86,985. Revenue during years three through five will be $89,737, $92,626, and $95,668 respectively. Cessna is responsible for general maintenance and repair of the facility, with the exception of structural repairs and boiler maintenance.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which allow the Airport to continue its operation on a self-sustaining basis.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 4.

SUPPLEMENTAL AGREEMENT NO. 4

By and Between

THE WICHITA AIRPORT AUTHORITY
Wichita, Kansas

a n d

CESSNA AIRCRAFT COMPANY

THIS SUPPLEMENTAL AGREEMENT NO. 4 ("Amendment"), made and entered into this October 13, 2009, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the LESSOR; and CESSNA AIRCRAFT COMPANY, hereinafter referred to as the LESSEE.

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Agreement dated October 19, 1992, for the use of Hangar No. 10 on the Wichita Mid-Continent Airport; Supplemental Agreement No. 1 dated June 17, 1996; Supplemental Agreement No. 2 dated July 15, 2003; and Supplemental Agreement No. 3 dated April 1, 2008 (collectively referred to herein as "Lease"); and

WHEREAS, the parties hereto are now desirous of amending this Lease for the purpose of extending the term.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1. TERM. The term of this Lease shall be extended for a one-year period, commencing on August 1, 2009, and expiring July 31, 2010. Lessor further grants Lessee four additional options to renew this Lease, each for a period of one year. Extension of the Lease and its terms and conditions will automatically occur for each optional one-year period, unless Lessee serves written notice to Lessor at least thirty (30) days prior to the expiration date of the then current exercised option period of its intent not to exercise the renewal option.

2. RENTAL. Facility and land rental shall be at the rate of $86,985.41 for the following period:

Facility (23,888 sq.ft.)

Term	Monthly	Annual
08/01/09 – 07/31/10	$2,871.99	$34,461.38
08/01/10 – 07/31/11	$2,652.44	$31,829.20

Land Rental (170,921 sq. ft.)

Term	Per Sq. Ft.	Monthly	Annual
08/01/09 – 07/31/10	$.3073	$4,377.01	$52,524.03
08/01/10 – 07/31/11	$.3227	$4,596.35	$55,156.21

Facility rental for each one-year option commencing August 1, 2011 shall be as follows:

Term	Monthly	Annual
08/01/10 – 07/31/11	$2,652.44	$31,829.20
08/01/10 – 07/31/11	$2,652.44	$31,829.20
08/01/10 – 07/31/11	$2,652.44	$31,829.20

Land rental for each one-year option shall be as follows:

Term	Per Sq. Ft.	Monthly	Annual
08/01/11– 07/31/12	$.3388	$4,825.67	$57,908.04
08/01/12 – 07/31/13	$.3557	$5,066.39	$60,796.60
08/01/13 – 07/31/14	$.3735	$5,319.92	$63,839.00

3. PORTABLE STORAGE CONTAINERS. Unless specifically approved in writing, and under conditions specified by Lessor, Lessee shall not place or allow to be placed upon premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of the premises.

4. LESSOR'S RIGHTS AND PRIVILEGES. Lessor expressly reserves from the premises:

(a) Mineral Rights. All gas, oil and mineral rights in and under the soil.

(b) Air Space. A public right of flight through the air space above the surface of the premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of Lessor will result from the exercise of this right.

(c) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify on the premises navigational aids.

(d) Utility Right-of-Way. The right to install, maintain and modify utilities and to grant utility rights of way to others over, under, through, across or on the premises located within 25 feet of the outside boundary lines.

(e) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the premises. Revenue-producing communication systems or systems not directly applicable to Lessee's operations on the premises are prohibited except upon the specific approval of the Lessor.

Provided that exercise by Lessor of any such reserved rights (a) through (d) will be without expense to the Lessee and will not unreasonably or materially interfere with Lessee's use of the premises and will not delay Lessee in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance. Lessor shall give Lessee notice in writing of the exercise of its rights under (c) and (d).

5. UTILITY RIGHT-OF-WAY**.** In addition to the Lessor's rights and privileges set out in Paragraph 4(d) of this supplemental agreement, Lessor reserves unto itself the right to install, maintain, repair, replace, or remove and replace water and sewer pipes, electrical lines, gas lines, telephone or fiber cable, or any other utility or service located on, or as may be located on, the premises as necessary or appropriate, in the Lessor's judgment, to make such utilities available to Lessee, Lessor, or to other tenants. Any interference with Lessee's use of the premises shall be temporary, and Lessor shall use diligent efforts to cause all work on the premises to proceed expeditiously. Lessee shall be given reasonable notice before commencement of any work on the premises. Such work shall not result in the closure of Lessee's business on the premises. In the event the installation or maintenance of such future utilities causes any damage to the premises, or any portion thereof, including but not limited to pavements, curbs, sidewalks, and landscaping, the same shall be repaired by the Lessor at its expense, if not so repaired by the installing or maintaining party. Lessor shall not be liable to Lessee for damages arising out of any cessation or interruption of water, sewer, electrical, gas, telephone, fiber cable, or other utility service during the initial term or option term, unless said damages were caused by Lessor and/or its employees, agents, or contractor's negligence, acts of commission, or acts of omission.

6. NON-INTERFERENCE OF AIRPORT OPERATIONS**.** Lessee covenants and agrees that it will not allow any condition on the premises, nor permit the conduct of any activity on such premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities; nor will Lessee use or permit the premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard. If any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the premises, or on any part thereof, then, as an alternative to termination of this Agreement the Lessor, after giving 10 days written notice to Lessee, during which period Lessee may abate or correct the omission or objection, so set forth in Lessor's notice, may thereupon correct such omission or objection by entering the premises, or by its agents or employees, without such entering causing or constituting a

termination of this Agreement or an interference with possession of premises by Lessee, and the Lessor may cause abatement of such proscribed or prohibited condition or activity; and, in such event, the Lessee agrees to pay the Lessor the expenses of the Lessor incurred in the above connection as additional rent within 30 days after submission of an invoice showing the reasonable expenditure or the incurring of any such reasonable expenditure by the Lessor.

7. MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES. Lessor may, with due notice, from time-to-time, adopt and enforce reasonable minimum standards for Commercial Aeronautical Activities, and amendments thereto, and the Lessee agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future and during the initial term of this Agreement shall not have the effect of imposing additional facilities, services or standards beyond that set forth in this initial Agreement.

8. AIRPORT SECURITY PROGRAM. Lessee must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured air operations area (AOA), and security identification display area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set forth under this Section. With respect to the issuance, maintenance, and administration of I.D. Media, the Lessee shall pay or cause to be paid to the Lessor all such charges as may be established from time to time by the Lessor. Such costs may include, but are not limited to: (i) the initial issuance of I.D. Media; (ii) the replacement of lost or stolen I.D. Media; (iii) administrative costs with respect to those I.D. Media not returned to the Lessor.

   Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the period of this Agreement. The Lessee shall be responsible for requesting the Lessor issue I.D. Media to all employees or other persons who are authorized access to Security Identification Display Areas ("SIDA") on the Airport as designated in the Airport Security Program. In addition, Lessee shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of Lessee's personnel transferred from the Airport, or terminated from the employ of Lessee.

   Lessee covenants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable provisions of 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access which Lessee maintains. The Lessor shall have the right to require the Lessee to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. Lessee also hereby agrees that it shall be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. Lessee hereby agrees that it

will immediately implement any and all security changes that are directed either directly or indirectly by the Transportation Security Administration ("TSA"), Federal Aviation Administration ("FAA"), or Lessor. Lessee further agrees to rectify any security deficiency or other deficiency as may be determined as such by the Lessor, or the Department of Transportation ("DOT"), the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event Lessee fails to remedy any such deficiency, the Lessor may do so at the sole cost and expense of Lessee. The Lessor reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency. When the Lessor takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should Lessee, its employees, subcontractors, suppliers, agents, and/or representatives cause any security violations, and should Lessor be cited for a civil fine or penalty for such security violation, Lessee agrees to reimburse Lessor for any monetary civil fine or penalty, which may be imposed on Lessor by FAA or TSA, however, nothing herein shall prevent the Lessee from contesting the legality, validity or application of such fine or penalty to the full extent Lessee may be lawfully entitled. Lessee may have I.D. Media/access privileges immediately suspended and/or revoked by Lessor for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein. Such actions may also be grounds for termination of this Agreement for non-compliance as defined under Article 31, Cancellation by Lessor, at the sole discretion of Lessor, if such failure by Lessee is not cured by Lessee within thirty (30) days after receiving notice from Lessor of such failure.

Before the Lessee shall permit any employee to operate a motor vehicle or any kind or type on the AOA (unless such employee is escorted by a Lessor-approved escort), the Lessee shall ensure that all such vehicle operators possess current, valid, and appropriate Kansas driver's license, I.D. Media, and Vehicle Ramp Permit. Lessee company vehicles prominently displaying a permanent company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The Lessee agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Lessee acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts, and other unlawful activities at the Airport.

9. TITLE TO FACILITIES, IMPROVEMENTS & TRADE FIXTURES. It is understood and agreed that title to the Premises shall be, and shall remain, exclusively with Lessor during the term of this Agreement. Lessee shall, without cost to Lessor, furnish and install all non-attached furniture, fixtures, decorations, accessories, equipment and tools necessary to conduct its business, referred to herein as "trade fixtures". Title/ownership to non-attached "trade fixtures" shall remain with Lessee.

All alterations and "fixed improvements," except "trade fixtures", equipment, and personal property of Lessee put in at the expense of Lessee, shall remain upon and be surrendered with

the Premises as a part thereof, at any termination of this Agreement, for any cause, and shall become the property of the Lessor.

10. LIENS. Lessee shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the premises or any improvements thereon.

    Should Lessee cause any improvements to the premises, Lessee shall cause any contract with any, contractor, designer or other person providing, work, labor or materials to the premises to include the following clause:

    "Contractor agrees on behalf of itself, its subcontractors, suppliers, and consultants and their employees that there is no legal right to file a lien upon Wichita Airport Authority owned property and will not file a mechanic's lien or otherwise assert any claim against Authority's real estate or any leasehold interest thereon on account of any work done, labor performed, or materials furnished under this contract. Contractor agrees to indemnify, defend and hold City of Wichita and Wichita Airport Authority harmless from any liens filed upon the Authority's property, and shall promptly take all necessary legal action to ensure the removal of any such lien at Contractor's sole cost."

    However, should any lien be placed on the premises or any improvements made thereon, Lessee will cause to be removed any and all liens of any nature including, but not limited to, tax liens and liens arising out of or because of any construction or installation performed by or on behalf of Lessee or any of its contractors or subcontractors upon Lessee's premises or arising out of or because of the performance of any work or labor to it or them at said premises or the furnishing of any materials to it or them for use at said premises. Should any such lien be made or filed, Lessee will bond against or discharge the same within thirty (30) days after written request by Lessor.

11. LANDSCAPING. Lessee agrees to maintain and/or replace landscaping on the premises throughout the term of this Agreement or any extension thereof on an "as needed" basis.

    Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time; i.e. standard operating procedures, and shall not be installed and maintained in such a manner so as to create a wildlife hazard to aircraft operations. Lessee agrees to maintain and/or replace landscaping on the premises throughout the term of this Agreement or any extension thereof.

12. SNOW REMOVAL. Lessee shall be responsible for snow and ice removal on the premises and aircraft parking ramps. At no time shall Lessee engage in snow and ice removal beyond the areas identified above without the prior knowledge and approval of the Lessor.

    Snow piles, windrows or other accumulations of snow shall not:
    (a) Be closer than 25 feet from any security fence;
    (b) Block any access gates or controls;

(c) Block or impede any taxiway or taxi lane;
(d) Impose an obstruction within the object free area (OFA) of any taxiway or taxi lane;
(e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-arranged designated paved areas, to be removed by Lessor when time and equipment availability permit, so long as such piles/accumulations comply with a. through e. of this Section.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, *Airport Winter Safety and Operations*, Section 4-6 *Approved Chemicals*, current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by Lessor, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that Lessor may impose, including but not limited to compliance with Airport rules and regulations, and standard operating procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of not less than $500,000 limit, naming Lessee, the Wichita Airport Authority and the City of Wichita as additional insureds.

13. ENVIRONMENTAL.

(a) The Lessee hereby covenants that it will not cause or permit any hazardous substances to be placed, held, located or disposed of, on, under or at the premises, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Lessor hereunder, the Lessee hereby agrees to indemnify and hold harmless the Lessor and the City of Wichita, Kansas from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessor and the City of Wichita, Kansas by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises during any term of this Agreement of any hazardous substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any hazardous substance) if such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Lessee, or persons within the control of the Lessee, its officers, and/or employees, or if such hazardous substance was owned by, or located on the premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the term of this Agreement, the Lessee receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any hazardous substance on the premises or in connection with the Lessee's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting the Lessee (an "Environmental Complaint") from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the Lessee shall immediately notify the Lessor and the Trustee in writing of said notice.

(d) The Lessor shall have the right, but not the obligation, and without limitation of the Lessor's other rights under this Agreement, to enter the premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any hazardous substance or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any hazardous substance or an environmental complaint pertaining to the premises or any part thereof which, if true, could result in an order, suit or other action against the Lessee and/or which, in the reasonable judgment of the Lessor, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the Lessee or if such circumstances result from a hazardous substance owned by, or located on the premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the Lessor in the exercise of any such rights shall be payable by the Lessee upon demand.

(e) The Lessor hereby agrees to indemnify and hold harmless the Lessee from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessee by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises during the period prior to the term of this Agreement of any hazardous substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any hazardous substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, and/or agents, or if such hazardous substance was owned by, or placed upon the premises by the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(f) The provisions of this Section shall survive the termination of this Agreement.

14. LIABILITY INSURANCE. Article 17, “Liability Insurance”, of the original Agreement, shall be superseded and replaced with the following language:

Lessee agrees to self-insure or maintain public liability insurance during the term hereof which protects the Lessor and the City of Wichita, their officers, agents and employees, as additional insureds, with terms and companies as approved by Lessor, in an aggregate amount of not less than $2,000,000 per occurrence. In addition, the Lessee shall self-insure or maintain a policy of comprehensive automobile liability insurance in a combined single limit of not less than $500,000, and a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and $500,000 Employer's Liability. Lessee agrees that in the event of future changes in law and upon notice by the Lessor, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events in this paragraph.

The Lessee agrees to provide Lessor with copies of certificates evidencing insurance that is in full force and effect. Such certificates shall contain a clause providing thirty (30) days' prior notice to the Lessor before any material change or cancellation is effective.

15. THIRD PARTY RIGHTS. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the provisions of this Agreement.

16. NON-WAIVER. The waiver by Lessor of any breach of the Lessee of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by Lessor to seek a remedy for any breach by Lessee be a waiver by Lessor of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

17. NON-ARBITRATION. Notwithstanding any thing to the contrary contained in this Agreement, the Lessor shall not be subject to arbitration and any clause relating to arbitration contained in this Agreement, as supplemented, shall be null and void.

18. OTHER TERMS. It is understood and agreed that except as modified herein, all other terms and conditions of the original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"LESSOR"

By: _____
Victor D. White, Director of Airports

ATTEST:

By: _____
T. W. Wakefield, V.P.,
General Counsel & Secretary

CESSNA AIRCRAFT COMPANY

By: _____
Jack J. Pelton
Chairman, President & CEO

APPROVED AS TO FORM: _____ Date: _____
Director of Law

Agenda Item No. XII-4a

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Community Events – Halloween in College Hill (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: The Halloween activities within the College Hill neighborhood exceeded 3,500 attendees in 2008. The Wichita Police Department and City of Wichita staff is coordinating with College Hill residents to make the event as safe as possible for all attendees.

Analysis: The following street closure request has been submitted:

Halloween in College Hill October 31, 2009 5:00 pm – 11:00 pm

- Fountain, Douglas Avenue to Second Street
- Broadview, Douglas Avenue to First Street
- Belmont, Douglas Avenue to Second Street

Wichita Police will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The Arts Council is responsible for all cost associated with the activity.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

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

Agenda Item No. XII-4b

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Community Events – Tallgrass Film Festival Street Party (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 Ann Keefer, is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Tallgrass Film Festival Street Party October 24, 2009 8:00 am – 12:00 pm

- First Street, Broadway to Topeka
  See attached map.

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

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

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

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

Agenda Item No. XII-4c

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Community Events – Mayor's Challenge 5K (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

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

Analysis: The following street closure request has been submitted:

Mayor's Challenge 5K October 18, 2009 9:30 am – 10:30 am in Old Town.

- Douglas Avenue, Washington Avenue to Waco Street.
- Waco Avenue, Douglas Avenue to Waterman.
- Mead Street, 2nd Street to Waterman.
- Market Street, Douglas Avenue to Waterman.
- Main Street, Douglas Avenue to Waterman.
- 2nd Street, Rock Island to Mead.
- 1st Street, Mead to Emporia.

Please see attached map.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed intermittently throughout the course and immediately upon completion of the event.

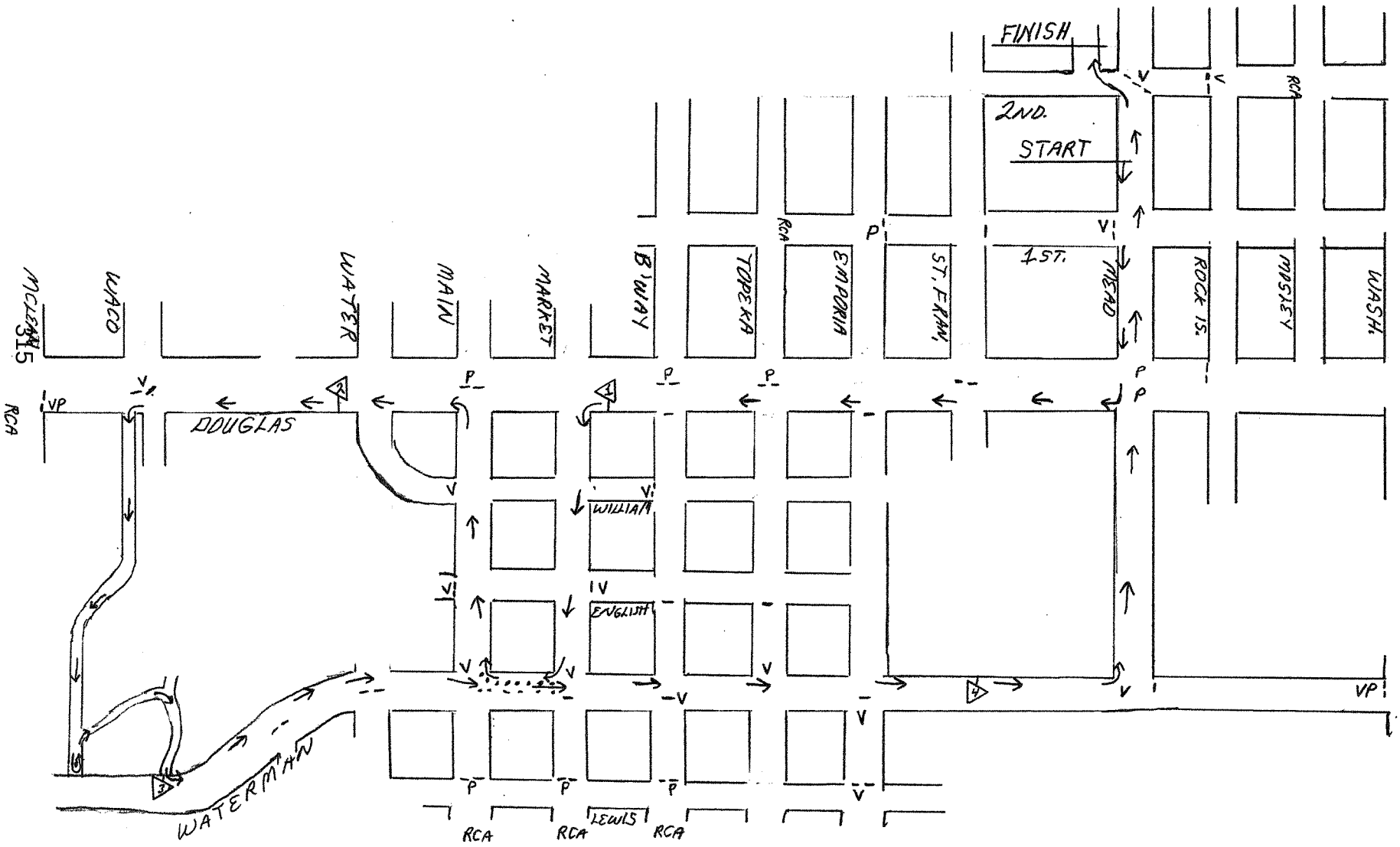
Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

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

MAYOR'S CHALLENGE 5K



Agenda Item No. XII-4d

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Community Events - Wichita Marathon
(Districts 1, III, IV, VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

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

Analysis: The following street closure request has been submitted:

Wichita Marathon October 18, 2009 8:00 am – 2:00 pm throughout southeast Wichita into Downtown and Old Town.

- 31st Street south, McConnell Air Force Base to Oliver, west bound curb side lane. 9:00 am – 12:30 pm.
- Oliver Street, 31st Street south to George Washington Boulevard, north bound curb side lane. 9:30 – 12:30 pm.
- George Washington Boulevard, Oliver to Mt. Vernon, west bound curb side lane. 9:30 am – 12:45 pm.
- Mt. Vernon, George Washington Boulevard to Linwood Park, west bound curb side lane. 9:45 am – 1:15 pm.
- Douglas Street, I-135 to Mead Street, west bound curb side lane. 9:45 am – 2:00 pm.
- Mead Street, Douglas to Second Street. 9:45 am – 2:00 pm.
- 2nd Street, Mead Street to Moore Street. 9:45 am – 2:00 pm.

Please see attached map.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed intermittently throughout the course and immediately upon completion of the event.

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

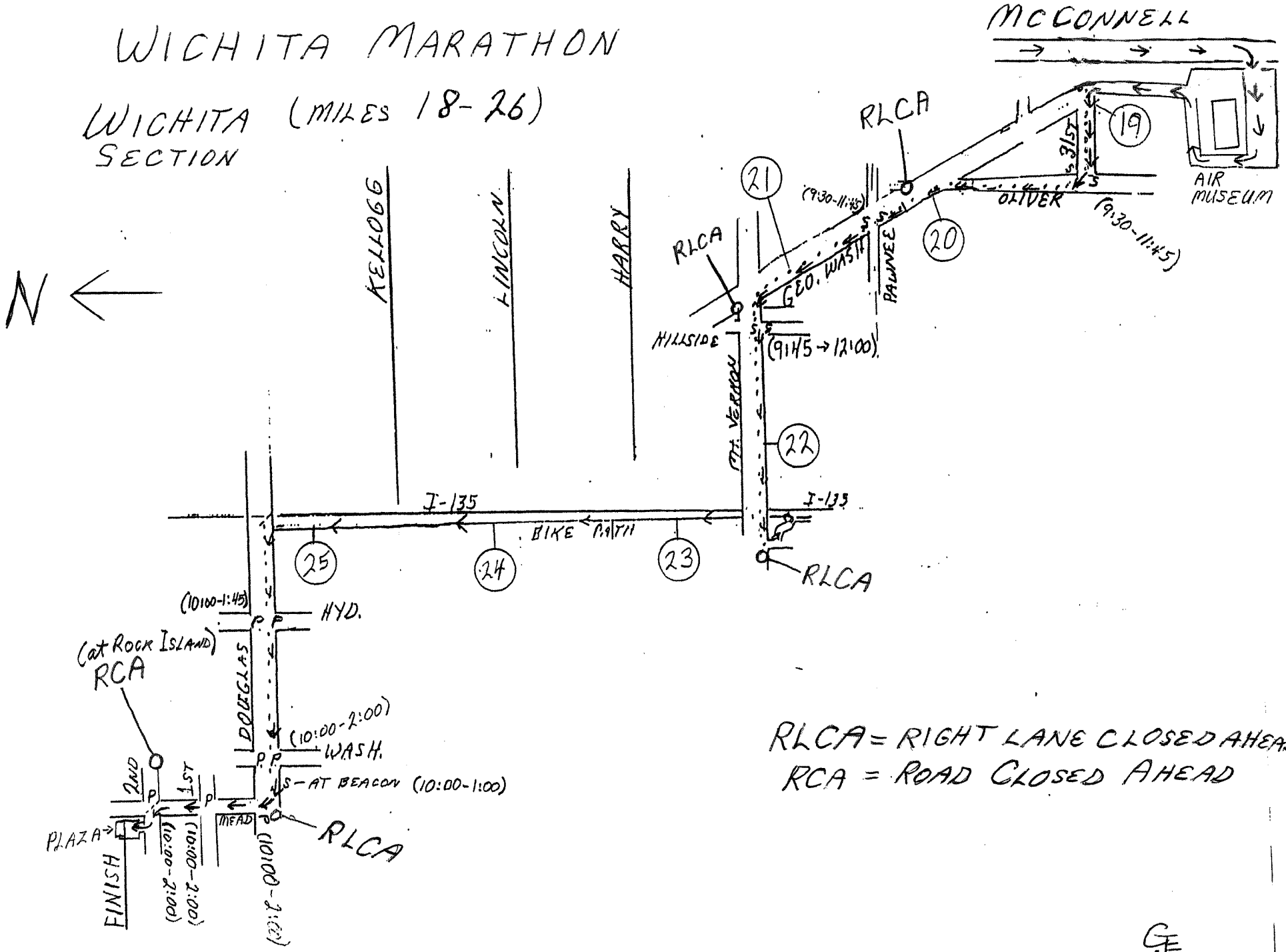
Goal Impact: Enhance the Quality of Life

Legal Consideration: None

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

WICHITA MARATHON

WICHITA (MILES 18-26) SECTION



Agenda Item No XII-

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Community Events – Veterans Day Post Parade Activities (District I, 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 Lt. Col Michael George, USAF (Ret), USD 259 Wichita East High School JROTC is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Veterans Day Post Parade Activities November 7, 2009 11:00 am – 2:00 pm

- Douglas Avenue, Water Street to Waco east bound not including intersections.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed intermittently throughout the course and immediately upon completion of the event.

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

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department.

Agenda Item No. XII-4f

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Community Events – Frosty 5K
(District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Mike Kramp, Central Branch YMCA is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

2009 Frosty 5K January 1, 2010 10:00 am – 3:00 pm

- 3rd Street, Market Street to Waco Avenue
- Waco Avenue, 3rd Street to 1st Street
- Lewis Street Bridge, Wichita Street to McLean Blvd. not including intersections.

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

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

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

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

Agenda Item No XII-4g

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Community Events – 18th Annual Wichita Frostbite Regatta (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 Jay Pfeiffer, Wichita Rowing Association is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Frostbite Regatta November 1, 2009 6:30 am – 6:00 pm, Riverside Park

- Nims Street Bridge, Murdock Street to Ralph Wulz Riverside Tennis Center driveway.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed intermittently throughout the course and immediately upon completion of the event.

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

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (2) Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. XII-5a

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Hold Harmless Agreement for Westar Energy, Inc. (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

- -

Recommendation: Approve the hold harmless agreement.

Background: An agreement has been prepared to formally permit Westar Energy, Inc. to construct a radio tower on the property located at 4401 N. Seneca, also known as the Ripley Power Plant.

Analysis: The agreement allows the City to be held harmless form any and all claims resulting from the construction and placement of the tower on the above property. Exhibit 2 shows the approximate location of the tower on the property inclusive of a 300 foot radius around the tower base. The tower's fall zone includes a portion of the Wichita Valley Center Flood Control project, which could impact the Little Arkansas River, flood control structures and levee system.

Financial Considerations: No cost to the City.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing for improvements desirable to an existing development.

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

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

Attachment: Hold harmless agreement.

TOWER CONSTRUCTION AGREEMENT

HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this_____day of _____, 2009, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND WESTAR ENERGY, INC., hereinafter called "OWNER"

WITNESSETH:

WHEREAS, the public has been granted a drainage easement greater than 15 feet in width, GOV LOTS 1 & 3 LY S OF RIV EXC LDY CC A-39338 & EXC BEG SE COR SE COR NE ¼ NE ¼ TH N 200 FT W 37 0 FT N 280 FT W 910 FT N TO S LI CR

WHEREAS Westar owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 4401 N. Seneca, Wichita, KS which is also know as the Ripley Power Plant property (the "Property"), more particularly described in Exhibit I, attached hereto. This agreement is extended to this real property owned by Westar, its successor or assigns. Westar desires to use a portion of the Property in order to construct an approximately 300 foot radio tower (the "Tower");

WHEREAS the proposed Westar Tower construction will result in the Tower height exceeding the City's typical "compatibility height standard" such that the radius from the base of the tower equal to the tower height will overlap the above described drainage easment by approximately 180 feet.

WHEREAS the City of Wichita has agreed to grant Westar the required permits necessary for the Tower construction if Westar agrees to the following representations, warranties, and obligations in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual agreements of the Parties contained herein and other good and valuable consideration provided by the Parties to one another, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

(1) Westar agrees to forever indemnify, defend and hold the City of Wichita and the Wichita/Sedgwick County Flood Control Office harmless from and against any causes of action, suits, demands, or claims of any kind which may arise from either a) Westar's construction of the Tower, or b) any damage caused by a malfunction or collapse of the Tower. This indemnification will include attorney fees, expenses and any liabilities incurred by the City of Wichita or the Wichita/Sedgwick County Flood Control Office in defending any such claims and from any judgments, orders, decrees or third party claims resulting from the Tower construction or the malfunction or collapse of the Tower.

(2) Westar agrees to exercise reasonable care to protect the City of Wichita's and the Wichita/Sedgwick County Flood Control Office's premises and infrastructure from damage (including, but not limited to, damage to the Wichita/Sedgwick County Flood Control

Office's levee system adjacent to the Property), and to obey all safety rules that are written or otherwise communicated to Westar; and

(3) Westar understands and agrees to pay for all costs of the amount of property damage to the City of Wichita's or the Wichita/Sedgwick County Flood Control Office's premises and/or infrastructure that may accrue due to Westar's construction of the Tower or the collapse of the Tower and any such damage repair conducted by Westar shall be in accordance with the required terms, conditions and specifications of the City of Wichita and/or the Wichita/Sedgwick County Flood Control Office as applicable and Westar shall restore or pay to have the property restored to a condition at least as good as it was prior to the damage caused by Westar's construction of the Tower, or any damage caused by a malfunction or collapse of the Tower.

(4) Upon the execution of this Agreement, the City of Wichita agrees not to withhold the granting to Westar of the required permits necessary for the Tower construction due to the Tower height exceeding the ground level tower clearance on the Property typically required by the City of Wichita for such vertical tower construction.

(5) Unless terminated earlier by mutual agreement of the Parties, this Agreement shall remain in full force and effect for so long as the Tower is located on Westar real property at the location in Exhibit I. This agreement is extended to this real property owned by Westar, its successor or assigns.

(6) This Agreement shall bind and inure to the benefit of the Parties to this Amendment and their respective successors and assigns.

(7) This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas,

(8) This Agreement may be executed in one or more counterparts and on telecopy counterparts, each of which when so executed shall be deemed to be an original, but all of which take together shall constitute one and the same Agreement.

(9) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure contemplated by this agreement is in existence.

(10) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

WESTAR ENERGY, INC.

John E. Fitzgerald, Exexcutive Director, IT

STATE OF KANSAS, SHAWNEE COUNTY, ss:

BE IT REMEMBERED, that on this 4th day of September, 2009, before me, a Notary Public, in and fore said county and state, came John E. Fitzgerald, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

Shelley D. Wilder
Notary Public
My Commission Expires: 8/10/2012

Shelley D. Wilder
Notary Public
State of Kansas
Expires 8/10/2012

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor
City

ATTEST:

_____
City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this_____day of _____, 2009, before me, a Notary Public, in and fore said county and state, came, Carl Brewer, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

_____
Notary Public
My Commission Expires: _____

Approved as to Form

_____
Director of Law

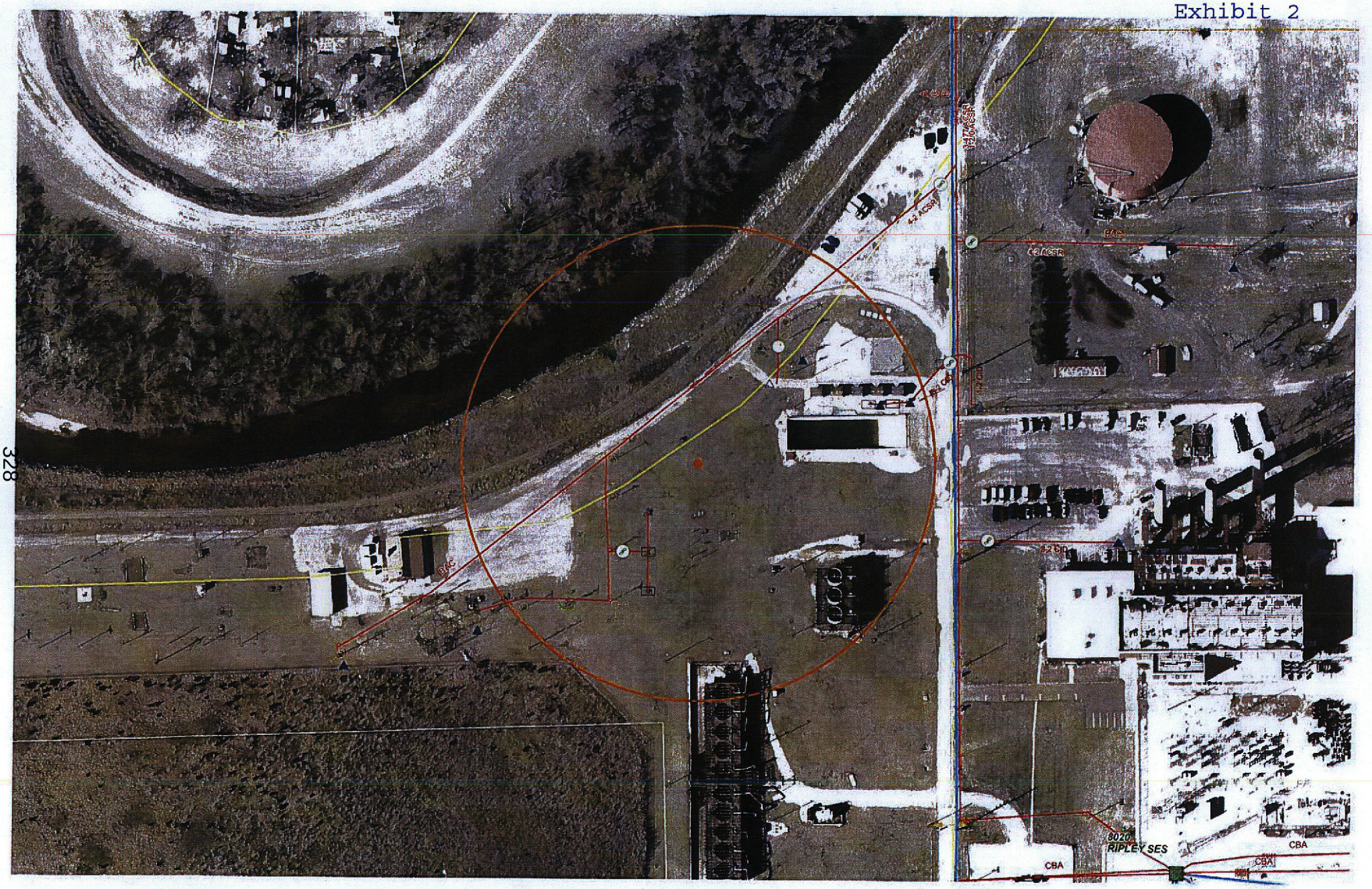
WESTAR RIPLEY POWER PLANT
TOWER SITE
LEGAL DESCRIPTION
P.E.C. PROJ. NO.: 36-08662-004-5400
MAY 1, 2009

A PART OF GOVERNMENT LOT 3 IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPLE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER; THENCE S01°01'41"E ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 498.87'; THENCE S88°58'19"W, A DISTANCE OF 241.13' TO THE POINT OF BEGINNING; THENCE S36°05'39"W, A DISTANCE OF 94.00'; THENCE S53°54'21"E, A DISTANCE OF 67.00'; THENCE N36°05'39"E, A DISTANCE OF 40.00'; THENCE N03°08'41"E, A DISTANCE OF 64.35'; THENCE N53°54'21"W, A DISTANCE OF 32.00' TO THE POINT OF BEGINNING.

5,353.00 S.F. OR 0.12 ACRES

Exhibit 2



City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Coordination Agreement Arena Event Transit Services (District I)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the Coordination Agreement Arena Event Transit Services.

Background: Sedgwick County is constructing the Intrust Bank Arena within downtown Wichita at the northeast corner of Waterman and Emporia. The City and county jointly developed and adopted an amendment of *The Wichita-Sedgwick County Comprehensive Plan* entitled *Arena Neighborhood Redevelopment Plan* to guide the redevelopment of downtown Wichita with the arena as a cornerstone project. The City and county agree that a critical component to the success of arena operations and downtown redevelopment, as envisioned by the *Arena Neighborhood Redevelopment Plan*, is to provide a downtown circulator transit service.

Analysis: The City and county agree that coordination of transit service among arena events, events at Century II, and other downtown uses is critical to enhanced accessibility and the orderly movement of vehicles and pedestrians in downtown during events. The establishment of a regular downtown circulator service route (expansion to the current Q-Line service) is necessary to meet with current Federal Transit Administration regulations and to provide expanded transit service associated with downtown arena events. This base regular route structure would be established to operate six days a week, providing a total of 52 service hours per week.

Additional transit services specifically required to meet arena events will be determined by SMG Management (Intrust Bank Arena management company) and directly contracted with Wichita Transit on an event-by-event basis.

Financial Considerations: The proposed cost to operate the downtown circulator route service for a full year is $159,120. The City currently operates and funds the Q-Line for seasonal service during the months of May to October at a cost of $66,120. The county agrees to participate in funding the expanded downtown circulator route service starting on January 1, 2010. The county agrees to provide $93,000 to support the cost of operating this base route service for the full year. This agreement would be reviewed and adjusted each subsequent year.

Goal Impact: The attached agreement addresses the Dynamic Core Area and Vibrant Neighborhoods goal by providing for coordinated efforts for the provision of downtown transit service that will support private development, as well as multiple downtown entertainment venues.

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

Recommendations/Actions: It is recommended that the City Council approve the Coordination Agreement Arena Event Transit Services and authorize the necessary signatures.

Attachments: Coordination Agreement Arena Event Transit Services.

#4037-7

COORDINATION AGREEMENT
ARENA EVENT TRANSIT SERVICES

THIS AGREEMENT is made and entered into this 9 day of September, 2009, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and the City of Wichita, Kansas, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, the County and City have agreed that a significant aspect of the redevelopment of downtown Wichita is the construction of the INTRUST Bank Arena (hereinafter "the arena"), a modern, first-class, sports and entertainment venue with a 15,000 seat capacity (for basketball) and 20 executive and two party suites designed to provide maximum "fan experience" for all guests; and

WHEREAS, the arena will be owned and operated by the County and located in the center of a revitalizing area of downtown Wichita, the center city of Sedgwick County; and

WHEREAS, the arena will be in an area generally bordered by William on the north, Waterman on the south, the Burlington Northern-Santa Fe tracks on the east, and Emporia on the west; and

WHEREAS, the County and City have adopted the Arena Neighborhood Redevelopment Plan, November 2007 as an element of The Wichita-Sedgwick County Comprehensive Plan; and

WHEREAS, said Arena Neighborhood Redevelopment Plan establishes a vision, frameworks, objectives, and strategies for the redevelopment of downtown Wichita in the general vicinity of the arena; and

WHEREAS, said vision, frameworks, objectives, and strategies require cooperative actions on the part of the County and City; and

WHEREAS, the County and City desire to formally establish cooperative actions that address Transit services that respond to the accessibility of users of the arena as well as with changes related to the future redevelopment in this portion of downtown Wichita;

NOW, THEREFORE, for and in consideration of the parties' mutual promises and covenants, it is agreed in principle as follows:

A. TRANSIT SERVICE

The County desires to provide transit service for all arena events to serve patrons who choose to park at downtown lots or in areas that are further from the arena than within reasonable walking distance.

The City and County agree that coordination of transit service among arena events, events at Century II, and other downtown uses and events is critical to enhanced accessibility and the orderly movement of vehicles and pedestrians in downtown during events. The City and County also agree that a critical component to the success of arena operations and downtown redevelopment as envisioned by the *Arena Neighborhood Redevelopment Plan* is to provide a downtown circulator transit service.

1. Establishment of Base Service: The County agrees to participate in funding the Downtown Circulator Route after January 1, 2010 to establish regular service in accordance with current Federal Transit Administration regulations and meet expanded service needs associated with the anticipation of downtown arena events starting as early as December 2009. This regular, full time route would operate Monday, Tuesday, Wednesday, Thursday from 6 PM to 10 PM (one Trolley), Friday from 6 PM to 12 Midnight (two Trolley's) and Saturday 12 Noon to 12 Midnight (two Trolley's) 51 weeks per year. This base service would result in a total of 52 operating hours per week. The County agrees to provide $93,000.00 per year to support the cost of operating this service. (See Attachment #1 that summarizes this additional cost).

This agreement would be renewed and adjusted on January 1st of each subsequent year after an assessment and review of the existing service level and costs is completed.

2. Additional Event Only Service: The City and County agree that flexibility will be needed for each arena event and the actual transit service requested and provided will vary based on the needs of the arena and the ability of the City to provide the requested service while also meeting its other transit service commitments. **Additional Transit services specifically required to meet Arena events will be determined by SMG Management (INTRUST Arena Management Company) and directly contracted with Wichita Transit on an event by event basis.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

KELLY PARKS
Chairman

THE CITY OF WICHITA, KANSAS

CARL BREWER
Mayor

ATTEST:

KELLY ARNOLD
County Clerk

ATTEST:

KAREN SUBLETT
City Clerk

APPROVED AS TO FORM:

ROBERT W. PARNACOTT
Assistant County Counselor

APPROVED AS TO FORM:

GARY E. REBENSTORF
City Attorney

ATTACHMENT #1. Cost Analysis of Base Service to Support Arena Events.

The additional first year cost to Wichita Transit to run full time Downtown Circulator service over the normal seasonal Q-Line service is $93,120.00.

Proposed Expansion to Monday-Saturday Downtown Circulator All Year .....$ 159,120.00

Seasonal Thursday-Saturday Q-Line service from May to October .....$ 66,000.00
(City budgeted funding)

Additional Cost to Facilitate Arena (excluding expanded event only service).....$ 93,120.00
All Year Cost – City Budgeted Funding = Funding Requested From County

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Transportation Agreement

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the Transportation Agreement between Sedgwick County, Kansas, and Wichita Transit.

Background: The Access to Jobs program provides rides to and from work for low-income workers. Since the start of the program in October, 2000, Access to Jobs has provided over 667,262 rides. By entering into a transportation agreement with Sedgwick County, Kansas, Wichita Transit can provide 1,000 more rides a year to low- income workers. This agreement is a renewal and is the standard agreement Wichita Transit uses with agencies that want to purchase rides through the Access to Jobs program.

Analysis: Part of the Access to Jobs grant is to provide half the cost of the rides that agencies offer low-income clients when they are trying to enter or re-enter the work force. The other half of those expenses are borne by the agency.

Financial Considerations: The Access to Jobs rides will be purchased with grants from FTA (50%) and Sedgwick County, Kansas (50%). No city funds will be involved in the Access to Jobs rides.

Goal Impact: To promote economic vitality and affordable living by improving availability, quality, and diversity of jobs and sustained affordable living.

Legal Considerations: The City's Law Department has reviewed the agreement prior to execution as to form.

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

Attachments: Transportation Agreement.

COMCARE

COMPREHENSIVE COMMUNITY CARE OF SEDGWICK COUNTY

OF SEDGWICK COUNTY

635 NORTH MAIN WICHITA, KANSAS 67203 TEL: (316) 660-7600 FAX: (316) 660-7510
24-HOUR CRISIS SERVICE: (316) 660-7525

Marilyn Cook, LSCSW
Executive Director

July 22, 2009

Ms. Shirley Wilson
Wichita Transit Center
214 S. Topeka
Wichita, KS 67202

Dear Shirley:

Enclosed please find the two original transportation agreements with COMCARE. I apologize for the delay in returning them to you. The agreements were approved July 8th but I was on vacation the following week when they were returned and no one in my office knew who to send them to. Anyway, please obtain the City signatures and return one of the originals to my attention.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Jeannette Livingston
Contract Administrator

Enclosure

Orig. #4714-8

TRANSPORTATION AGREEMENT

This agreement is entered into this 8 day of July, 2009, and will serve as the formal basis for assumption of the following performance requirements by the Wichita Transit, using funds provided under the Welfare to Work provisions of Title IV, Part A of the Social Security Act, as amended.

It is mutually agreed by and between the City of Wichita, Kansas (hereafter referred to as "City"), the Director of Wichita Transit, and Sedgwick County, Kansas (hereafter referred to as "County"), that Wichita Transit will provide all services necessary to carry out the Performance Criteria outlined in Appendix A, and accept payment as proscribed in that document. In addition, WT will undertake the entire Access to Jobs program within the $1,450,000 budget outlined in Appendix A.

1. ***Term***: The term of this Agreement shall commence August 1, 2009 and continue until the expiration of the current grant. Grant is of a renewable status and subsequent application will be made pending upon the demand for service.

2. ***Compensation***: Parties expressly understand and agree that payments made to City pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A.

3. ***Termination***: This Agreement may be terminated by either party, upon thirty (30) days written notice, stating the effective date of the termination. Whether this Agreement is cancelled by City or County, City shall be paid for work satisfactorily completed to date of termination, as long as the provisions applicable to Billing and Payment have been met.

4. ***Indemnification***: Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

5. ***Duties***: City shall perform duties pursuant to this Agreement as listed in the Performance Criteria outlined in Appendix A.

6. ***Local and Federal Compliance***: The parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one time submissions, listed under Appendix A, B, and C. including, but not limited to the following:

   a. Equal Opportunity:

      i. Title VI, Civil Rights Act of 1964
      ii. Title IV, Part A of the Social Security Act, as amended.
      iii. Executive Order 11246, as amended.
      iv. ADA of 1990
      v. City of Wichita Executive Order No. 1.
      vi. City of Wichita Administrative Regulation No. 23.

b. Welfare to Work: Title IV, Part A of the Social Security Act, as amended.

c. Access to Jobs: TEA-21, Section 3037

d. Other:
   i. Federal Labor Standards.
   ii. Clean Air Act, as amended.
   iii. City of Wichita Administrative Regulations, as applicable
   iv. FTA Drug Free Workplace and Drug and Alcohol Testing Policy

7. ***Assignment***: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

8. ***Amendments***: This Agreement may not be amended unless such amendment is in writing and signed by both parties.

9. ***Incorporation of Appendices***: Appendix A, B, and C are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY COUNCIL - WICHITA, KS:

CARL BREWER, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM

GARY REBENSTORF
City of Wichita, Department of Law

SEDGWICK COUNTY, KANSAS:

KELLY PARKS, Chairman

ATTEST:

for KELLY B. ARNOLD, County Clerk

APPROVED AS TO FORM:

JENNIFER MAGANA
Deputy County Counselor

WICHITA TRANSIT:

MICHAEL VINSON, General Manager

Appendix A

Performance Criteria

I. Program Description

Service is prepared to begin August 1, 2009 subject to the 50% match basis for a projected project span of 12 months. Should demand grow as is expected, the time span of this grant could shorten. Future FTA funding is already earmarked for a continuation of Wichita's initial grant. Partnering agencies will reimburse the City for 50% of the cost of each ride provided.

The program concept is to provide transportation to clients of COMCARE through a coordinated effort of Wichita Transit, local agencies currently having transportation capacity, private transportation providers and cab companies. Service parameters will initially be within the City of Wichita and adjacent industrial improvement districts, 7 days a week 24 hours a day.

Components of this service plan include:

1. City staff to develop partnerships and direct, coordinate and schedule transportation.
2. Transit Center office space will be used as the central focal point for the "one stop shopping" concept. Contract transportation providers will include human service agencies, cab companies, and private transportation providers.
4. As demand grows, Wichita Transit retains the option to utilize par transit vans and add van drivers to establish a Core service.
5. Office equipment, computers, scheduling software programs and new vans as demand dictates can be purchased through the grant.

II. Duties and Responsibilities

Wichita Transit will:

1. provide all administrative services necessary to implement the grant;
2. submit renewing grant applications in a timely manner to continue the program as need demonstrates;
3. schedule and coordinate all transportation, coordinating with local transportation providers or provide the service directly;
4. advise the case manager who the transportation provider will be i.e. taxi, Wichita Transit van, or other service provider;
5. accept transportation requests between 8 a.m. and 3 p.m. Monday through Friday, legal holidays excepted;
6. accept cancellations by 3 o'clock prior to the day of scheduled service;
7. require specified trip origins and destinations from authorizing agencies, including authorized alternative sites for day care of sick children;
8. transport the number of individuals authorized without specific identification;
9. transport all qualifying individuals including those with physical disabilities;
10. notify the referring agency when a scheduled client does not ride;
11. not be providing inter-shift emergency transportation
12. invoice the referring agency monthly for purchased rides in accordance with the cost analysis in this Attachment;
13. invoice the referring agency for "no shows", in accordance with the rate(s) set forth in this Attachment;
14. review the cost and service quarterly in the first year, and amend this agreement upon mutual agreement;
15. refer all client service coordination efforts to the appropriate case manager.

COMCARE will:

1. determine the eligibility of clientele based on 150% of current poverty level guidelines;
2. refer eligible clients to Wichita Transit for transportation services;
3. provide formal authorization for transportation of specified origins and destinations;
4. provide formal authorizations for specified individuals;
5. provide formal notice of cancellation in writing;
6. schedule service through Wichita Transit;
7. authorize individuals to participate in the program;
8. not request inter-shift emergency transportation for clients;
9. review invoices and notify Wichita Transit of discrepancies;
10. notify Wichita Transit of service deficiencies immediately.
11. timely pay to Wichita Transit the sums due on invoices submitted as described below.

It is mutually agreed by the contracting parties that all necessary services to carry out the performance criteria will be implemented.

III. Method of Payment

Wichita Transit will prepare a monthly invoice with supporting detail and send to COMCARE by the 30th day of the following month. COMCARE will thereafter initiate a payment by check within 30 days upon verification of the invoice. Wichita Transit and COMCARE will agree to any adjustments to the invoice.

IV. Funding

Services will only be provided to the extent that a local match has been negotiated, up to the limit of available federal matching funds. The projected time period during which federal funds will be available for this grant until December 30, 2011; however should demand grow as is expected, the span of this grant could be shortened. Further FTA funding is already earmarked for a continuation of Wichita's initial grant.

V. Charges for Service

Transportation charges on a per ride basis for COMCARE may not be more than the fees charged to other agencies or individual organizations for similar service.

Cost Per Ride:

The transportation cost charged to COMCARE shall be $10.50 per ride within the City of Wichita and contiguous improvement districts.

Transportation costs will be reviewed quarterly, subject to revision based on operating costs and historical demand of service. Any change in fee, whether increase or decrease, shall be submitted to COMCARE for approval in a written form 10 days prior to the fee change.

No-show Charges:

The cost of a no-show trip will be invoiced at one half the then current full cost of the trip (i.e., currently $4.50).

APPENDIX B

GENERAL CONTRACTUAL PROVISIONS

For the purposes of this Appendix B, the term "Contractor" shall refer to the City of Wichita and Wichita Transit.

1. AUTHORITY TO CONTRACT.

A. Affirmation of Legal Authority. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

B. Required Documentation. Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. RELATIONSHIP of PARTIES.

It is agreed that the legal relationship between Provider and County is of a contractual nature. Both parties assert and believe that Provider is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Provider is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Provider, and employees of Provider, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Provider, and employees of Provider, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Provider.

3. PERSONNEL.

A. Qualified Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.

B. Minimum Wages. Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

C. Employee Conflict of Interest. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

D. Contractor's Safeguard. The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

E. Participant Safeguard. Contractor certifies that:

1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;

2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and

3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.

4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Provider shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Provider would have no other reasonable way of knowing of these acts.

F. It is understood that this contract may be revoked at the discretion of the County if Contractor is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

4. PROHIBITION OF CONFLICTS OF INTEREST.

A. Interest of Public Officials and Others. No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

B. Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

C. Employee Conflicts. Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in Section Twenty (20) below. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.

D. Notice to Bidders. Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. FUNDING.

A. Reprogramming of Funds. It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.

B. Inability to Perform Contract. It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to under spending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

C. Cash Basis and Budget Laws. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

D. Non-Supplanting Existing Funds. Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

E. Unexpended funds. It is agreed by Contractor and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

6. PROGRAM INCOME.

Contract-related program income, if generated, shall be collected by Contractor and reported to County on Contractor's quarterly reports, required in Section Seven (7) below, and shall be used to offset the costs related to the program.

7. RECORDS, REPORTS AND INSPECTION.

A. Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement 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 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 to both parties to this agreement.

B. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

C. Reports. During the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

D. Audit. Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County, upon request. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.

E. Availability of Records. Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract. Contractor gives SRS/MH &DD, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to its grant of funds.

F. Contractor's Purchasing Procedure. Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

G. Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

8. METHOD OF BILLING AND PAYMENT.

A. Billing Procedures. Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed on page 1 at paragraph 4 of this contract, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

B. Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Seven (7) above.

C. Reimbursement Restrictions. Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

D. Pre-disbursement Requirements. Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.

E. Mailing Address. Payments shall be mailed to Contractor's address as listed in paragraph 21 below.

9. PARTICIPANT INPUT.

Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

10. LICENSES AND PERMITS.

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

11. INSURANCE REQUIREMENTS

Contractor shall annually provide a certificate of insurance to verify liability insurance. Sedgwick County shall be listed as an additional insured on the general liability policy, and the certificate should provide for at least a 10 day written notice of cancellation. If Contractor transports clients during services provided for under this agreement, evidence of auto insurance on the Certificate is required. Contractor shall also annually provide evidence of Professional Liability insurance, as appropriate. The above insurance requirements apply to all commercial vendors providing services for Sedgwick County.

12. EPA APPROVED BUILDING.

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

13. HANDICAPPED ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

14. ASSIGNMENT.

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

15. SUBCONTRACTING.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

16. PUBLICATION OF CONTRACT RESULTS.

A. Copyright. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves 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 which can be copyrighted.

B. Documentation of originality or source. All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County.

17. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES. A. Service Standards and Procedures. Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B which covers the specific purpose, goals and objectives of this agreement.

B. Governing Law. This contract shall be interpreted under and governed by the laws of the State of Kansas.

C. Compliance With Law. Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

D. Access to Meetings. Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

18. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

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

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

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

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

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

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

19. TERMINATION OF CONTRACT.

A. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Whether this contract is canceled by County or Contractor as provided herein, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

20. INDEMNIFICATION AGREEMENT.

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

21. NOTIFICATION.

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County:	Comprehensive Community Care Of Sedgwick County Attn: Marilyn Cook, Director 635 N. Main, Wichita, KS 67203-3752 PHONE (316) 660-7600 FAX (316) 660-7510
and	Sedgwick County Counselor's Office Attn: Contract Notification Sedgwick County Courthouse 525 N. Main, Suite 359 Wichita, KS 67203-3790
Contractor:	Shirley Wilson City of Wichita Transit Dept. 777 E. Waterman Wichita, KS 67202

22. Amendments to Agreement.

To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any change which affects contract objectives must be approved by COMCARE and the Sedgwick County Board of Commissioners. Any line item change to the approved Appendix C - budget, must be requested and justified in writing to COMCARE and approved by said department. Line item changes exceeding ten percent (10%) of the approved line item amount must be presented to and approved by the Executive Director of COMCARE.

Agenda Item No. XII-6a

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for Water, Sanitary Sewer, Storm Water Drainage and Paving Improvements in Fontana 1st , 2nd and 4th Additions (east of 119th Street West, north of 29th Street North) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The City Council approved the water, sanitary sewer, storm water drainage and paving improvements in Fontana 1st, 2nd and 4th Additions on July 21, 2009.

Analysis: The proposed agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for the design of bond financed improvements consisting of water, sanitary sewer, storm water drainage and paving in Fontana 1st, 2nd and 4th Additions. Per Administrative Regulation 1.10, staff recommends that PEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to PEC will be on a lump sum basis of $116,900 and will be paid by special assessments.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sanitary sewer, storm water drainage and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

FONTANA AND FONTANA 2ND & 4TH ADDITIONS

THIS AGREEMENT, made this _____ day of _____, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90426 serving Lots 34 thru 58, Block 1; Lots 1 thru 19, Block 2, Fontana 4th Addition (east of 119th Street West, north of 29th Street North) (Project No. 448 90426).

LATERAL 16, MAIN 7, NORTHWEST INTERCEPTOR SEWER serving Lots 34 thru 50, Block 1; Lots 1 thru 19, Block 2, Fontana 4th Addition (east of 119th Street West, north of 29th Street North) (Project No. 468 84584).

STORM WATER DRAIN NO. 282 serving Lots 1 thru 40, Block 1; Lots 49 thru 55, Block 3, Fontana Addition; Lots 1 thru 36, Block 1; Lots 1 thru 8, Block 2, Fontana 2nd Addition; Lots 34 thru 58, Block 1; Lots 1 thru 19, Block 2, Fontana 4th Addition (east of 119th Street West, north of 29th Street North) (Project No. 468 84121).

STORM WATER DRAIN NO. 283 serving Lots 1 thru 40, Block 1; Lots 49 thru 55, Block 3, Fontana Addition; Lots 1 thru 36, Block 1; Lots 1 thru 8, Block 2, Fontana 2nd Addition; Lots 1 thru 26, Block 3; Lots 1 thru 28, Block 4, Fontana 4th Addition (east of 119th Street West, north of 29th Street North) (Project No. 468 84122).

FONTANA from the east line of Lot 58, Block 1, to the east line of Lot 33, Block 1; **PARK RIDGE** from Fontana to Chambers and **CHAMBERS** from Fontana to Park Ridge (east of 119th Street West, north of 29th Street North) (Project No. 472 84800).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Fontana and Fontana 2nd & 4th Additions and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90426	$ **8,500.00**
Project No. 468 84584	$ **14,000.00**
Project No. 468 84121	$ **25,900.00**
Project No. 468 84122	$ **34,400.00**
Project No. 472 84800	$ **34,100.00**
TOTAL	**$116,900.00**

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, City Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

_____
(Name & Title)

ATTEST:

_____

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

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

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each in-

volved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
    a. Plan Development for the water improvements by **9/2/09**.
       (Project No. 448 90426).
    b. Plan Development for the sewer improvements by **9/2/09**.
       (Project No. 468 84584).
    c. Plan Development for the drainage improvements by **10/30/09**.
       (Project No. 468 84121).
    d. Plan Development for the drainage improvements by **10/30/09**.
       (Project No. 468 84122).
    e. Plan Development for the paving improvements by **10/30/09**.
       (Project No. 472 84800).

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Agenda Item No. XII-6b

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for design services for Pueblo, Mariposa and Sierra street paving (south of Kellogg, east of Ridge) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On January 8, 2008, the City Council approved a petition to pave parts of Pueblo, Mariposa and Sierra in the existing neighborhood near Mid-Continent Airport. On April 1, 2008, the City entered into an agreement with Ruggles & Bohm, P.A. to prepare construction plans. An attempt to award a construction contract within the budget set by the petition was not successful. As a result, a supplemental agreement has been prepared for the revision of the construction plans in an attempt to lower the construction cost.

Analysis: The supplemental agreement is for the redesign of a storm sewer on Yucca, between Harry and Mariposa. This redesign moves the storm sewer from the center of the paved mat street to two feet off of the west edge of the pavement. The redesign will save an estimated $2,500 in existing pavement removal and replacement along Yucca. Changes in the storm sewer will also provide future benefits to Yucca if the street is ever repaved with a curb and gutter section.

Financial Considerations: The design fee for the existing agreement with Ruggles & Bohm is $54,700. The fee for the supplemental agreement will be made on a lump sum basis of $900 for a total contract cost of $55,600 and will be paid by General Obligation bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing street paving in an existing residential and commercial area.

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

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

Attachments: Supplemental agreement.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 1, 2008

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated April 1, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **PUEBLO, MARIPOSA & SIERRA** (Project No. 472 84646).

WHEREAS, Paragraph IV. B. of the above referenced Contract 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

Redesign the storm sewer system in Yucca to the west side of the existing roadway to reduce the construction cost of the project.

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 lump sum fee amount of $**900.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2009.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

_____
(Name and Title)

ATTEST:

_____

Agenda Item No. XII-6c

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for Sanitary Sewer and Paving Improvements in Emerald Bay Estates and Emerald Bay Estates 2nd Addition (west of West Street, north of 21st) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The City Council approved the sanitary sewer and paving improvements in Emerald Bay Estates and Emerald Bay Estates 2nd Addition on September 15, 2009.

Analysis: The proposed agreement between the City and Ruggles & Bohm, P.A. provides for the design of bond financed improvements consisting of sanitary sewer and paving in Emerald Bay Estates and Emerald Bay Estates 2nd Addition. Per Administrative Regulation 1.10, staff recommends that Ruggles & Bohm be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Ruggles & Bohm will be on a lump sum basis of $35,900 and will be paid by special assessments.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of sanitary sewer and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

EMERALD BAY ESTATES & EMERALD BAY ESTATES 2ND ADDITION

THIS AGREEMENT, made this _____ day of _____, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

LATERAL 2, MAIN 23, SOUTHWEST INTERCEPTOR SEWER serving Lots 1 through 60, Block 1; Lots 1 through 3, Block 2, Emerald Bay Estates and Unplatted Tract A (west of West Street, north of 21st) (Project No. 468-84209).

BAYSIDE from the west line of Lot 15, Block 1 to the north line of Lot 1, Block 1, Emerald Bay Estates 2nd Addition including a connection to West Street (west of West Street, north of 21st) (Project No. 472 84866).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Emerald Bay Estates & Emerald Bay Estates 2nd Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 84209	**$17,200.00**
Project No. 472 84866	**$18,700.00**
TOTAL	**$35,900.00**

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
   1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
   2. Additional design services not covered by the scope of this agreement.
   3. Construction staking, material testing, inspection and administration related to the PROJECT.
   4. A major change in the scope of services for the PROJECT.

   If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party benefi-

ciary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

_____
(Name & Title)

ATTEST:

_____

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

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

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to

resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
    a. Plan Development for the sewer improvements by **10/31/09**.
       (Project No. 468 84209).
    b. Plan Development for the paving improvements by **10/31/09**.
       (Project No. 472 84866).

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Change Order: Relief Sanitary Sewer between Emporia, St. Francis, Douglas and 10th Street (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the change order.

Background: On November 4, 2008, the City Council approved a construction contract with W.B. Carter Construction Company to construct a relief sanitary sewer in an area bounded by Emporia, St. Francis, Douglas and 10th Street. During the course of the project, a number of additional work items were encountered that should be addressed by change order. They included: an unmapped sewer line that was still in service, old sewer lines that had been encased in concrete and should be removed, 45 sewer taps of 6" diameter rather than 4' diameter and multiple areas that required additional pavement removal and replacement.

Analysis:
Reason for Additional Work:
Item #1 – It was discovered that the radius between MH 5547-785 and MH 5547-731 was still in service; therefore it was abandoned and plugged. The bench and invert in MH 5547-785 was rehabbed to accommodate this.

Item	Negot'd/Bid	Qty			Unit Price		Extension
Plug & Abandon Radius	Negot'd	1	LS	@	300.00	=	$300.00
Rehab Bench & Invert	Negot'd	1	LS	@	1,500.00	=	$1,500.00

Item #2 – MH 5547-727 was sealed per Sewer Department request, and an unknown manhole found between MH 5547-731 and MH 5547-732 was removed.

Item	Negot'd/Bid	Qty			Unit Price		Extension
#8 Seal Manhole (Add 1)	Bid	1	ea	@	2,000.00	=	$2,000.00
#9 Remove Manhole	Bid	1	ea	@	400.00	=	$400.00

Item #3 – Approximately 22' of concrete encasement was removed just south of MH 5547-742. Approximately 20' of encasement was removed just north of MH 5547-742 and 30' was replaced in this same area.

Item	Negot'd/Bid	Qty			Unit Price		Extension
Concrete Encasement Removal	Negot'd	42	lf	@	60.00	=	$2,640.00
Concrete Encasement Installed	Negot'd	30	lf	@	100.00	=	$3,000.00

Item #4 – It was discovered in the field that 45 of the services required 6" taps rather than 4". The 4" taps were subsidiary to the pipe cost, so this reflects the difference in cost between the 6" and 4" taps.

Item	Negot'd/Bid	Qty			Unit Price		Extension
6" Service Tap	Negot'd	45	ea	@	90.53	=	$4,073.85

Item #5 – Multiple areas within the project required additional pavement replacement adjacent to the sewer trench due to the extremely deteriorated nature of the original pavement.

Item	Negot'd/Bid	Qty			Unit Price		Extension
#11 Pavement Rem & Repl	Bid	110	lf	@	66.00	=	$7,260.00

Item #6 – Adjust measured quantity bid items per final field measurement.

Item	Negot'd/Bid	Qty			Unit Price		Extension
#15 12" VCP SWS Pipe Removed	Bid	49	lf	@	2.00	=	$98.00
#14 6" VCP SWS Pipe Removed	Bid	(282)	lf	@	2.00	=	($564.00)
#16 12" RCP SWS Pipe Installed	Bid	(239)	lf	@	15.00	=	($3,585.00)
#17 Reconstr Shallow SWS MH	Bid	(1)	ea	@	2,000.00	=	($2,000.00)
#19 Reconstruct Grated SWS Drop Inlet	Bid	(1)	ea	@	2,000.00	=	($2,000.00)
					Total	**=**	**$13,122.85**

A change order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is $13,123 with the total paid by the Sewer Utility. The original contract amount is $589,131. This change represents 2.23% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing maintenance of the City's sanitary sewer system.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

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

Attachments: Change order.

PUBLIC WORKS-ENGINEERING

October 8, 2009

CHANGE ORDER

To: WB Carter Construction Co., Inc.

Project: Relief SS Between Emporia & St. Francis, Douglas to 10th St. (Phase 1)

Change Order No.: 1
Purchase Order No.: 801309
CHARGE TO OCA No.: 624091

Project No.: 468-84544
OCA No.: 624091
PPN: 658570

Please perform the following extra work at a cost not to exceed $13,122.85

Additional Work: Plug and abandon sewer radius. Rehab MH bench & invert. Seal and abandon MHs. Concrete Easement and additional pavement removed and replaced.

Reason for Additional Work:

Item #1 – It was discovered that the radius between MH 5547-785 and MH 5547-731 was still in service; therefore it was abandoned and plugged. The bench and invert in MH 5547-785 was rehabbed to accommodate this.

Item	Negot'd/Bid	Qty			Unit Price		Extension
Plug & Abandon Radius	Negot'd	1	LS	@	300.00	=	$300.00
Rehab Bench & Invert	Negot'd	1	LS	@	1,500.00	=	$1,500.00

Item #2 – MH 5547-727 was sealed per Sewer Department request, and an unknown manhole found between MH 5547-731 and MH 5547-732 was removed.

Item	Negot'd/Bid	Qty			Unit Price		Extension
#8 Seal Manhole (Add 1)	Bid	1	ea	@	2,000.00	=	$2,000.00
#9 Remove Manhole	Bid	1	ea	@	400.00	=	$400.00

Item #3 – Approximately 22' of concrete encasement was removed just south of MH 5547-742. Approximately 20' of encasement was removed just north of MH 5547-742 and 30' was replaced in this same area.

Item	Negot'd/Bid	Qty			Unit Price		Extension
Concrete Encasement Removal	Negot'd	42	lf	@	60.00	=	$2,640.00
Concrete Encasement Installed	Negot'd	30	lf	@	100.00	=	$3,000.00

Item #4 – It was discovered in the field that 45 of the services required 6" taps rather than 4". The 4" taps were subsidiary to the pipe cost, so this reflects the difference in cost between the 6" and 4" taps.

Item	Negot'd/Bid	Qty			Unit Price		Extension
6" Service Tap	Negot'd	45	ea	@	90.53	=	$4,073.85

Item #5 – Multiple areas within the project required additional pavement replacement adjacent to the sewer trench due to the extremely deteriorated nature of the original pavement.

Item	Negot'd/Bid	Qty			Unit Price		Extension
#11 Pavement Rem & Repl	Bid	110	lf	@	66.00	=	$7,260.00

Item #6 – Adjust measured quantity bid items per final field measurement.

Item	Negot'd/Bid	Qty			Unit Price		Extension
#15 12" VCP SWS Pipe Removed	Bid	49	lf	@	2.00	=	$98.00
#14 6" VCP SWS Pipe Removed	Bid	(282)	lf	@	2.00	=	($564.00)
#16 12" RCP SWS Pipe Installed	Bid	(239)	lf	@	15.00	=	($3,585.00)
#17 Reconstr Shallow SWS MH	Bid	(1)	ea	@	2,000.00	=	($2,000.00)
#19 Reconstruct Grated SWS Drop Inlet	Bid	(1)	ea	@	2,000.00	=	($2,000.00)
					Total	**=**	**$13,122.85**

CIP Budget Amount: $2,550,000.00

Original Contract Amt.: $589,131.00

Consultant: Staff Current CO Amt.: $13,122.85

Total Exp. & Encum. To Date: $612,809.34

CO Amount: $ 13,122.85

Unencum. Bal. After CO: $1,924,067.81

Amt. of Previous CO's: $0.00

Total of All CO's: $13,122.85

% of Orig. Contract / 25% Max.: 2.23%

Adjusted Contract Amt.: $602,253.85

Recommended By:

Greg Baalman, P.E. Date
Construction Engineer

Approved:

Contractor Date

Approved as to Form:

Gary Rebenstorf Date
Director of Law

Approved:

Jim Armour, P.E. Date
City Engineer

Approved:

Chris Carrier, P.E. Date
Director of Public Works

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:_____
City Clerk

CITY OF WICHITA
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 3540 South Saint Francis for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007 the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such property is located at 3540 South Saint Francis. The project requires a 4,335 square foot permanent easement for floodway right-of-way across the east 10-25 feet of the property. The property is zoned general commercial and improved with a single-family residence and outbuildings. Mature trees and landscaping will be eliminated as a result of the project.

Analysis: The acquisition was valued at $2,900 consisting of $1,084 ($.25 per square foot) for the land based on market comparables and $1,816 representing the cost of trees removed by the project. The acquisition will reduce the distance from the house to the rear fence from 60 feet to 35 feet. The owner has agreed to accept $10,000 equating to $2,067 ($.48 per square foot) for the land and $7,933 as compensation for the loss of mature trees, a tree-house, and landscaping along with compensation for proximity damages arising from the acquisition. An eminent domain action has been initiated on this parcel. The proposed settlement avoids the risk associated with eminent domain and saves the administrative costs and time involved in the process.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $11,500 is requested. This includes $10,000 for acquisition and $1,500 for closing costs, title insurance and administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Accept the easement.

Attachments: Floodway easement, tract map and aerial map.

City of Wichita
Arkansas River Levee
Parcel No. S22

Key Number: B 0004100UP

ACCESS EASEMENT FOR FLOOD PROTECTION LEVEE

KNOW ALL PERSON BY THESE PRESENTS:

That Stanley Eugene Allen and Phyllis J. Allen, husband and wife,(hereinafter called "Grantor") in consideration of the sum of Ten thousand and no/100 ($10,000.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS,** a municipal corporation, (hereinafter called "City"), a permanent easement and non-exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.

2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.

3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.

4. **ACCESS TO THE AREA OF THE EASEMENT PROHIBITED.** Access to the area of the easement by the Grantor and Grantor's heirs and assigns is prohibited.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 18th day of September, 2009

Stanley E. Allen
Stanley Eugene Allen

Phillis J. Allen
Phyllis J. Allen

STATE OF Kansas)
)SS
COUNTY OF Sedgwick)

I, Shelly D Rooney, a Notary Public in and for said County and State, DO HEREBY CERTIFY that

Stanley Eugene Allen and Phyllis J. Allen

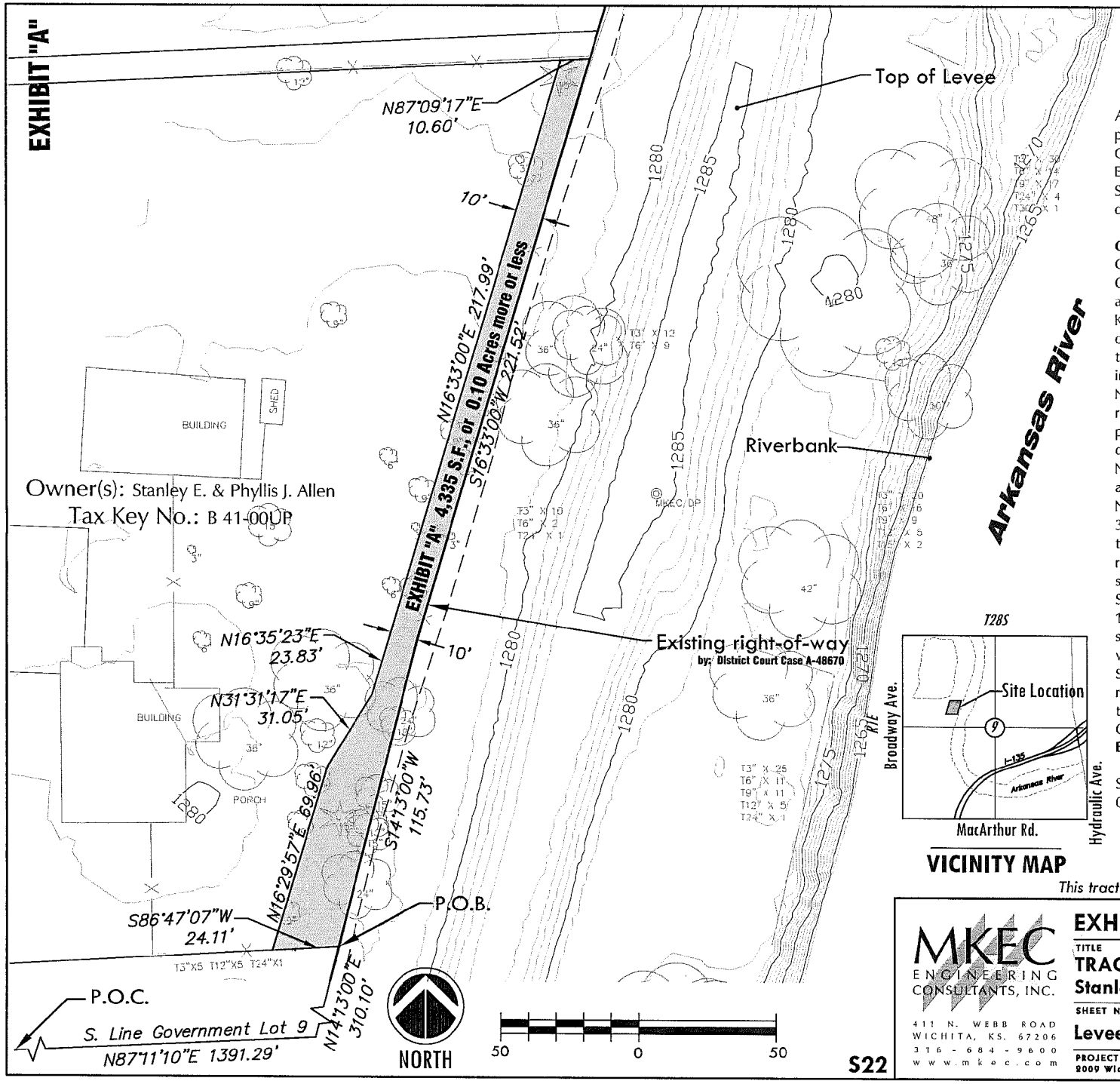
who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18 day of Sept, A.D. 2009

(SEAL) SHELLY D. ROONEY NOTARY PUBLIC STATE OF KANSAS
My Appt. Exp. 8-1-11

Shelly D Rooney
Shelly D. Rooney NOTARY PUBLIC

EXHIBIT "A"



DESCRIPTION OF
"Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Government Lot 9, in the Northwest Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, said tract being further described as follows:

COMMENCING at the southwest corner of said Government Lot 9 as established by Sedgwick County District Court Case Number 19897; thence along the south line of said Government Lot 9 on a Kansas coordinate system 1983 south zone bearing of N87°11'10"E, 1391.29 feet to the west line of the existing Flood Control right of way as described in District Court Case A-48670; thence N14°13'00"E, 310.10 feet along said Flood Control right of way to the **POINT OF BEGINNING,** said point being the southeast corner of a tract of land described in Sedgwick County District Court Case No. 02C3969; thence S86°47'07"W, 24.11 feet along the south line of said tract; thence N16°29'57"E, 69.96 feet; thence N31°31'17"E, 31.05 feet; thence N16°35'23"E, 23.83 feet; thence N16°33'00"E, 217.99 feet parallel with said right of way to a point lying 10 feet south of the south line of East Robbins Addition, Wichita, Sedgwick County, Kansas; thence N87°09'17"E, 10.60 feet parallel with and 10 feet south of the south line of said East Robbins Addition to the west line of said Flood Control right of way; thence S16°33'00"W, 221.52 feet along said Flood Control right of way to a concrete right of way monument; thence S14°13'00"W, 115.73 feet along said Flood Control right of way to the **POINT OF BEGINNING.**

Said tract of land contains 4,335 square feet or 0.10 acres, more or less.

VICINITY MAP

This tract exhibit does not constitute a boundary survey.

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600
www.mkec.com

EXHIBIT "A"

TITLE
TRACT Map - B 41-00UP
Stanley E. & Phyllis J. Allen

SHEET NAME
Levee S - WVLFPP

PROJECT - 07866 *Prepared: April, 2009*
2009 Wichita Valley Center Local Flood Protection Project

J:\Civil\07866\dwg\prop\07866_Tract Maps.dwg 4/27/2009 9:17:49 AM CDT

3540 South St Francis

Identified Features
Historic Districts
Old Town
Delano Overlay District
NO
YES
Property Parcels
Sewer Lines
Roads
State Highway
US Federal Highway
Interstate
KTA
Arterial
Collector
Minor
Ramp
Railroads
Quarter Section
Waterways
Streams
Historic Sites
REGIONAL
STATE/NATIONAL
STATE
Historic Environs
Parks
Airports
SDERASTER.S-DEDATA.ORTH-O1FT
SDERASTER.S-DEDATA.ORTH-O
City Limits

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

CITY OF WICHITA
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 3760 South Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007 the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such property is located at 3760 South Broadway. The project requires a 20,234 square foot permanent easement for floodway right-of-way across the east 35-50 feet of the property. The property is improved an automotive storage yard and garage facility. The security fence, light pole, portable storage unit, a permanent storage building and four storage trailers are located within the proposed right-of-way and will require relocation. A mature tree row will be razed as a result of the project. The site consists of 12.36 acres and is zoned limited industrial with a conditional use permit for a wrecking/salvage yard.

Analysis: The acquisition was valued at $64,000 consisting of $40,468 ($2.00 per square foot) for the land based on market comparables and $23,532 representing the cost of trees removed by the project and replacement of 389 lineal feet of six-foot perimeter fence. During negotiations, it was determined that there was 517 lineal feet of fencing to be replaced and the replacement fence would be required to be eight-foot tall. In addition, miscellaneous personal property, including storage sheds; area lights; trailers; etc. were identified in the acquisition area and will need to be relocated. Finally, the property was determined to be subject to a conditional use permit which increases its market value by allowing additional uses beyond those normally allowed by code. The owner has agreed to accept $93,800, equating to $56,050 ($2.77 per square foot) for the land and $37,750 for fence replacement, tree loss, and relocation of all personal property in the acquisition area. An eminent domain action has been initiated on this parcel. The proposed settlement avoids the risk associated with eminent domain and saves the administrative costs and time involved in the process.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $95,800 is requested. This includes $93,800 for acquisition and $2,000 for closing costs, title insurance and administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Accept the easement.

Attachments: Floodway easement, tract map and aerial map.

City of Wichita
Arkansas River Levee
Parcel No. 7a

Key Number: B15217

FLOOD PROTECTION LEVEE EASEMENT

KNOW ALL PERSON BY THESE PRESENTS:

That

Mark Ysidro, a single person hereinafter called "Grantor") in consideration of the sum of Ninety-three thousand eight hundred and no/100 ($93,800.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS,** a municipal corporation, (hereinafter called "City"), a permanent easement and exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, including (without limitation of the generality of the foregoing language) the digging and construction of channels for the passage of control of water, the construction of levees and control structures, the right of subjacent support including all appurtenances thereto, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.

2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.

3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.

4. **ACCESS TO THE AREA OF THE EASEMENT PROHIBITED.** Access to the area of the easement by the Grantor and Grantor's heirs and assigns is prohibited.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever. ***Any personal property not removed from the subject property by November 25, 2009 shall be considered abandoned. The City of Wichita shall have the right to dispose of any remaining personal property without further consideration or compensation to the landowner. Further, the City of Wichita agrees to allow the Ysidro Addition to drain onto the Wichita Valley Center Flood Control Project in a non-erosive manner. If there is a change in use requiring government approval, the City may require the Ysidro Addition to demonstrate it is in compliance with the Drainage Plan approved as a part of the plat of this property. Further, if there is development for a cumulative amount greater than one acre, the City may require the Ysidro Addition to comply with new standards that may be adopted after the acquisition of this property.***

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 15 day of SEPTEMBER, 2009

Mark Ysidro

STATE OF Kansas)
)SS
COUNTY OF Sedgwick)

I, Mia S. Warlick, a Notary Public in and for said County and State, DO HEREBY CERTIFY that
Mark Ysidro

who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

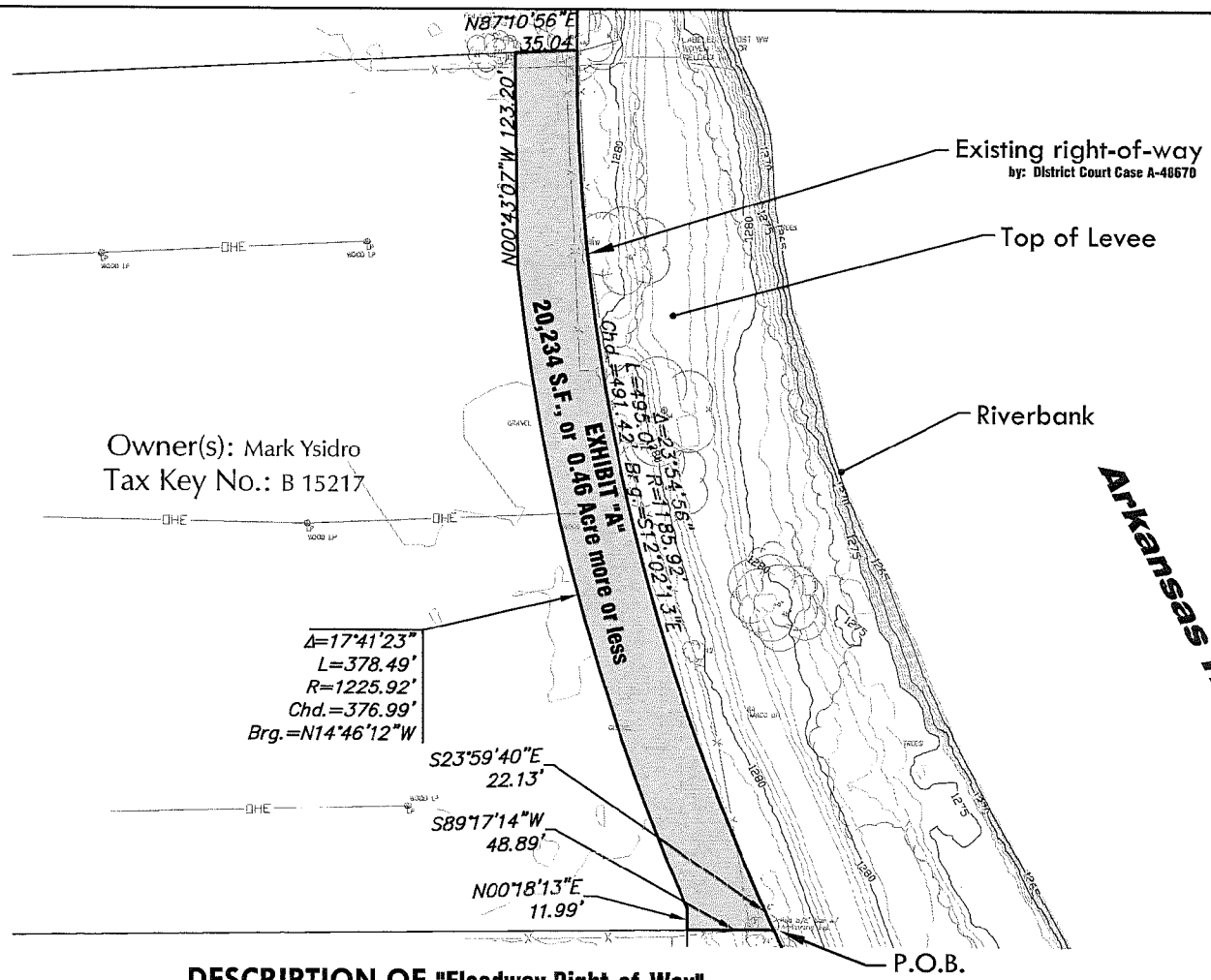
Given under my hand and Notarial Seal this 15th day of September, A.D. 2009

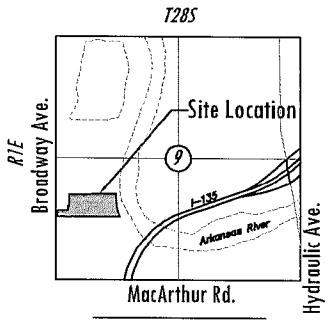
(SEAL)

NOTARY PUBLIC - State of Kansas
MIA S. WARLICK
My Appt. Expires 2/8/12

Mia S. Warlick
NOTARY PUBLIC

EXHIBIT "A"





VICINITY MAP

NORTH

100 0 100

This tract exhibit does not constitute a boundary survey.

DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Lot 2, Block A, Ysidro Addition to Wichita, Sedgwick County, Kansas, said tract being further described as follows:

BEGINNING at the southeast corner of said Lot 2, said point being on the west line of the existing Flood Control right of way as described in District Court Case A-48670 and being monumented by a 5/8" rebar and Armstrong LS #780 cap; thence along the southernmost south line of said Lot 2 on a Kansas coordinate system 1983 south zone bearing of S89°17'14"W, 48.89 feet; thence N00°18'13"E, 11.99 feet to a point on a curve to the right having a radius of 1225.92 feet, a central angle of 17°41'23", and a chord of 376.99 feet, bearing N14°46'12"W; thence 378.49 feet along said curve; thence N00°43'07"W, 123.20 feet to the north line of said Lot 2, said point also being on the south line of a tract of land described on Film 1185, Page 582; thence N87°10'56"E, 35.04 feet along said north line and along said south line to the northeast corner of said Lot 2, said point being monumented by a 5/8" rebar and Armstrong LS #780 cap, said point being on a non-tangent curve to the left having a radius of 1185.92 feet, a central angle of 23°54'56", a chord of 491.42 feet, bearing S12°02'13"E; thence 495.01 feet along said curve and along said Flood Control right of way; thence S23°59'40"E, 22.13 feet to the POINT OF BEGINNING.

Said tract of land contains 20,234 square feet or 0.46 acres, more or less.

S7a

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600
www.mkec.com

EXHIBIT "A"

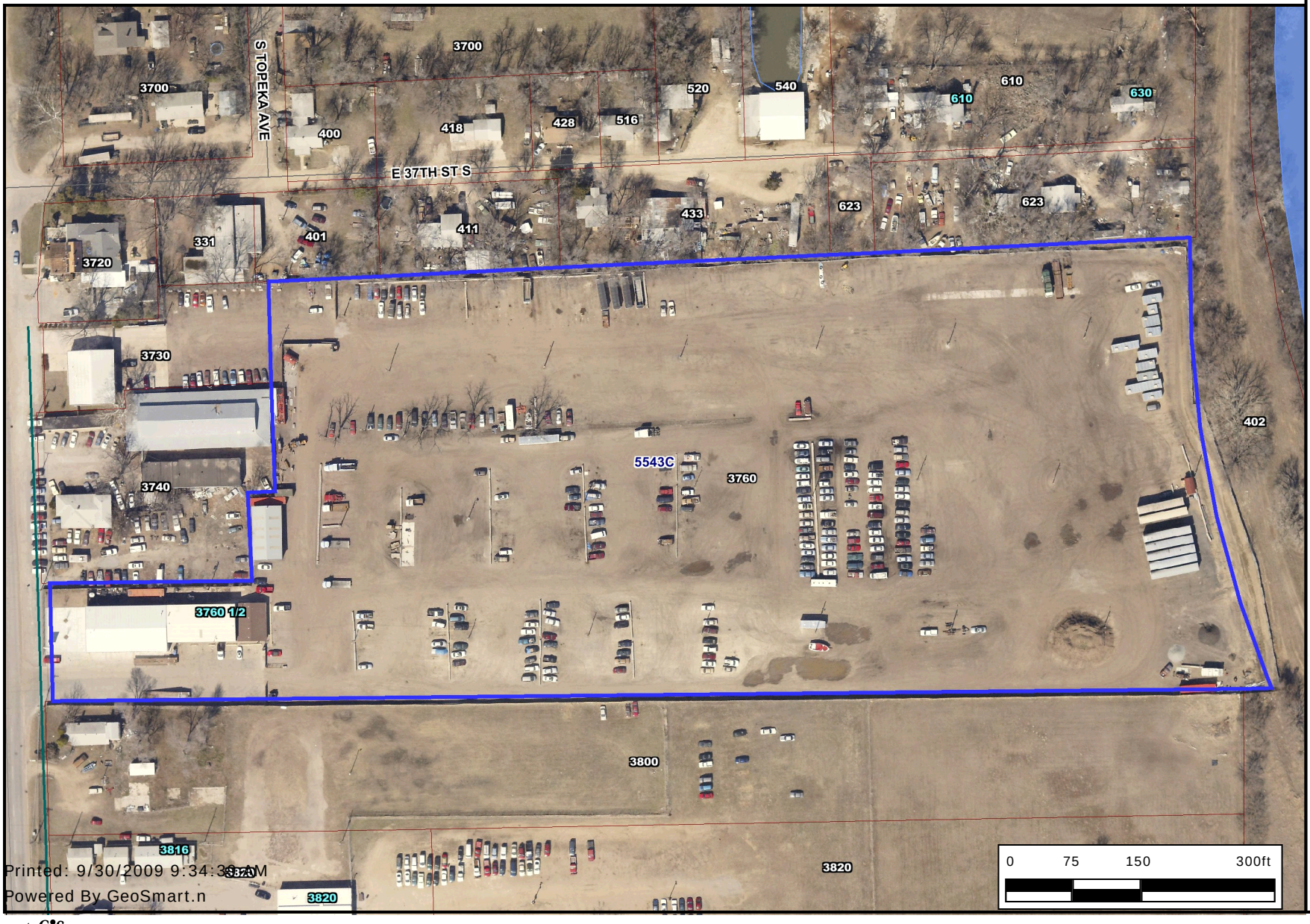
TITLE
TRACT Map - B 15217
Mark Ysidro

SHEET NAME
Levee S - WVLFPP

PROJECT - 07866 *Prepared: April, 2009*
2009 Wichita Valley Center Local Flood Protection Project

J:\Civil\07866\dwg\prop\07866_Tract Maps.dwg 4/27/2009 9:17:49 AM CDT

3760 S Broadway



Printed: 9/30/2009 9:34:33 AM
Powered By GeoSmart.n

Identified Features
Historic Districts
Old Town
Delano Overlay District
NO
YES
Property Parcels
Sewer Lines
Roads
State Highway
US Federal Highway
Interstate
KTA
Arterial
Collector
Minor
Ramp
Railroads
Quarter Section
Waterways
Streams
Historic Sites
REGIONAL
STATE/NATIONAL
STATE
Historic Environs
Parks
Airports
SDERASTER.S-DEDATA.ORTH-O1FT
SDERASTER.S-DEDATA.ORTH-O
City Limits

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

CITY OF WICHITA
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1200 East MacArthur for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007 the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such property is located at 1200 East MacArthur which consists of 2.3 acres and is zoned general commercial with a conditional use permit for a wrecking/salvage yard. The project requires a 6,054 square foot permanent easement for floodway right-of-way across the north 30 feet of the property. The security fence together with 345 scrap vehicles are located within the proposed right-of-way and will require relocation. Some of the 345 vehicles are on the adjacent property to the east which is leased by the owner/operator of 1200 E. MacArthur.

Analysis: The acquisition was valued at $23,300 consisting of $12,108 ($2.00 per square foot) for the land based on market comparables and $11,192 for fencing removed by the project. After negotiation, the owner has agreed to accept $26,327. During negotiations, it was determined that the property was subject to a conditional use permit which increases its market value by allowing additional uses beyond those normally allowed by code. The owner has agreed to accept $26,327 which equates to $15,135 ($2.50 per square foot) for the land and $11,192 for fencing. There are approximately 345 salvage vehicles in the acquisition area that must be moved at an estimate of $20,277 ($58.77 per vehicle). The total payment is $46,604. An eminent domain action has been initiated on this parcel. The proposed settlement avoids the risk associated with eminent domain and saves the administrative costs and time involved in the process.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $48,104 is requested. This includes $26,327 for acquisition, $20,277 for relocation, and $1,500 for closing costs, title insurance and administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Accept the easement.

Attachments: Floodway easement, tract map and aerial map.

City of Wichita
Arkansas River Levee
Parcel No. S14

Key Number: B 13139

ACCESS EASEMENT FOR FLOOD PROTECTION LEVEE

KNOW ALL PERSON BY THESE PRESENTS:

That Khaldoun Barakeh and Emad Barakeh,(hereinafter called "Grantor") in consideration of the sum of Forty-six thousand six hundred and 04/100 ($46,604.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS,** a municipal corporation, (hereinafter called "City"), a permanent easement and non-exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.

2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.

3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.

4. **ACCESS TO THE AREA OF THE EASEMENT PROHIBITED.** Access to the area of the easement by the Grantor and Grantor's heirs and assigns is prohibited.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 23rd day of Sept., 2009

Khaldoun Barakeh

Emad Barakeh

STATE OF Kansas)
)SS
COUNTY OF Sedgwick)

I, Mia S. Warlick, a Notary Public in and for said County and State, DO HEREBY CERTIFY that

Khaldoun Barakeh and Emad Barakeh

who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of September, A.D. 2009

NOTARY PUBLIC - State of Kansas
MIA S. WARLICK
My Appt. Expires 2/8/12

(SEAL)

Mia S. Warlick

Mia S. Warlick NOTARY PUBLIC

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County and State, DO HEREBY CERTIFY that

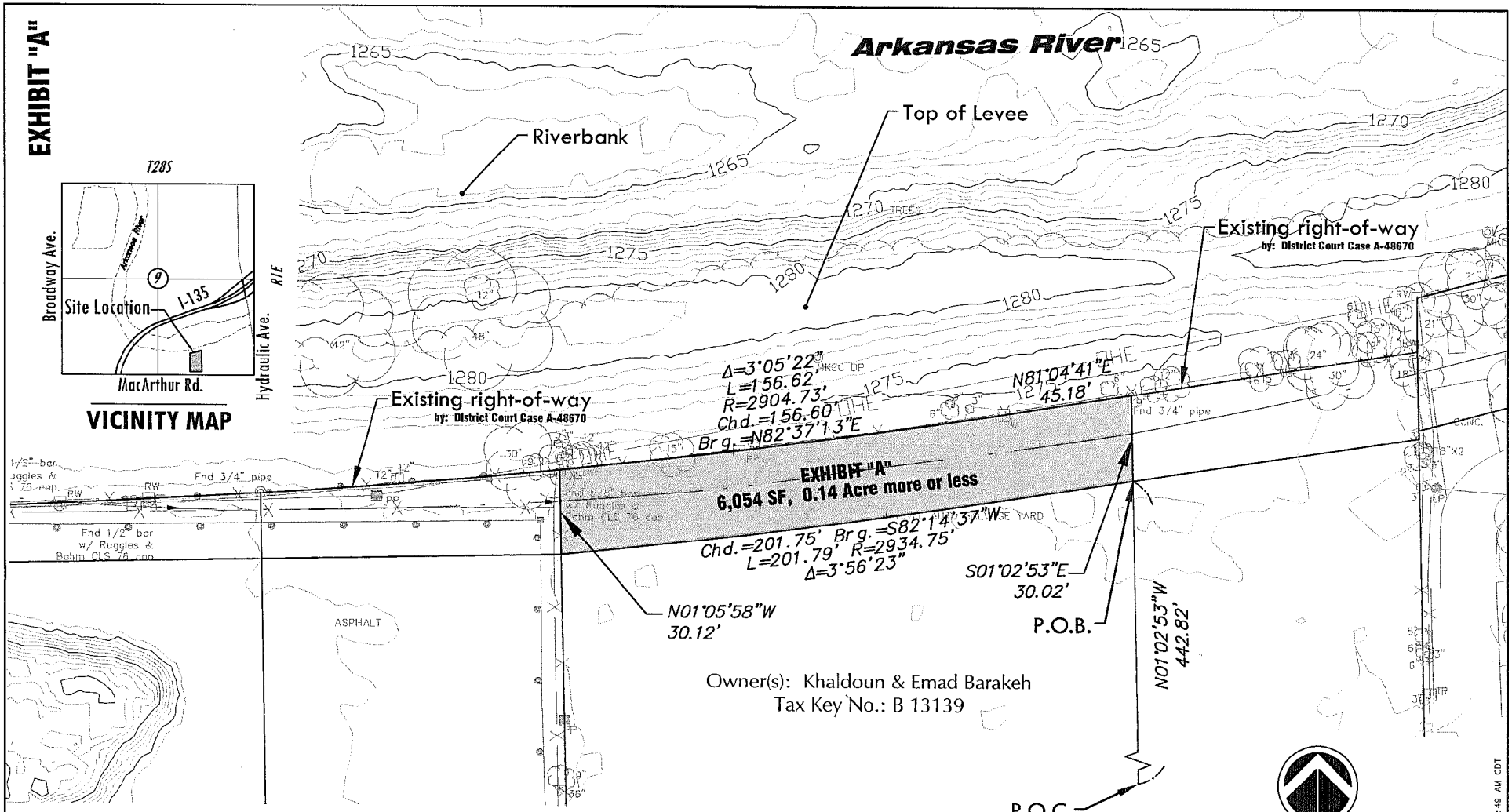
who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, A.D. 2009

(SEAL)

_____
NOTARY PUBLIC

EXHIBIT "A"



This tract exhibit does not constitute a boundary survey.

DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Lot 1, Willson and Brown Addition, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the southeast corner of Lot 1, Willson and Brown Addition, Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N01°02'53"W, 442.82 feet to the **POINT OF BEGINNING**, said point being on a non-tangent curve to the right having a radius of 2934.75 feet, a central angle of 3°56'23", and a long chord of 201.75 feet, bearing S82°14'37"W; thence along said curve 201.79 feet to the west line of said Lot 1; thence N01°05'58"W, 30.12 feet along said west line to the existing Flood Control right of way as described in District Court Case A-48670, said point being on a non-tangent curve to the left having a radius of 2904.73 feet, a central angle of 3°05'22", and a chord of 156.60 feet, bearing N82°37'13"E; thence along said curve and along said right of way 156.62 feet to an existing Flood Control right of way monument; thence N81°04'41"E, 45.18 feet along said right of way; thence S01°02'53"E, 30.02 feet along the east line of said Lot 1 to the **POINT OF BEGINNING**.

Said tract of land contains 6,054 square feet or 0.14 acres, more or less.

S14

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600
www.mkec.com

EXHIBIT "A"

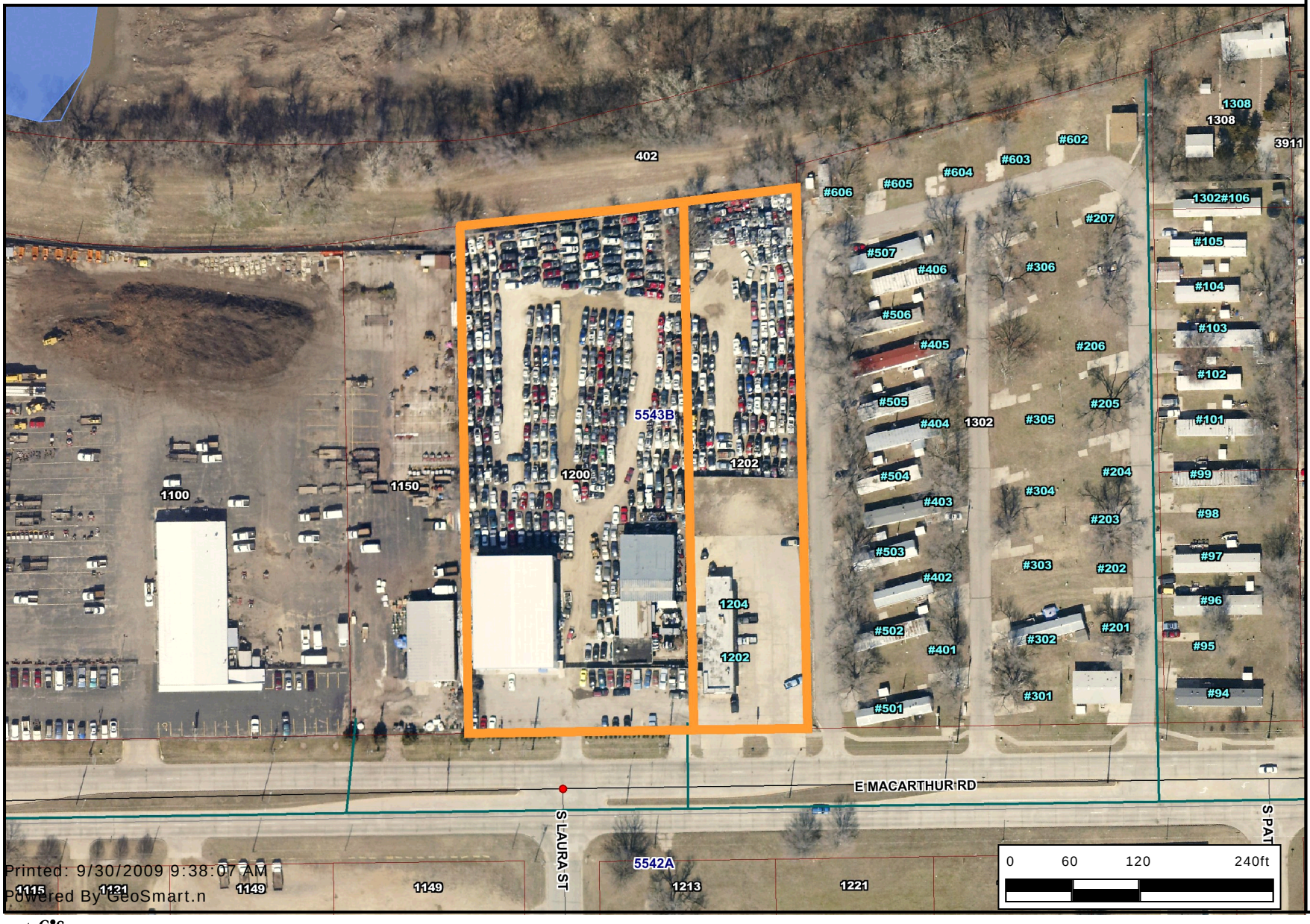
TITLE
TRACT Map - B 13139
Khaldoun & Emad Barakeh

SHEET NAME
Levee S - WVLFPP

PROJECT - 07866 *Prepared: April, 2009*
2009 Wichita Valley Center Local Flood Protection Project

J:\Civil\07866\dwg\prop\07866_Tract Maps.dwg 4/27/2009 9:17:49 AM CDT

1200 East MacArthur



Identified Features
Selected Features
Historic Districts
Old Town
Delano Overlay District
NO
YES
Property Parcels
Sewer Lines
Roads
State Highway
US Federal Highway
Interstate
KTA
Arterial
Collector
Minor
Ramp
Railroads
Quarter Section
Waterways
Streams
Historic Sites
REGIONAL
STATE/NATIONAL
STATE
Historic Environs
Parks
Airports
SDERASTER.S-DEDATA.ORTH-O1FT
SDERASTER.S-DEDATA.ORTH-8

Printed: 9/30/2009 9:38:07 AM
Powered By GeoSmart.n

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Agenda Item No._____

CITY OF WICHITA
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1302 East MacArthur for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007 the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such property is located at 1302 East MacArthur. The subject property consists of 4.65 acres and is zoned for a mobile home park. The project requires an 11,069 square foot right-of-way floodway easement. Within the easement area are mature trees, fencing, one occupied mobile home pad site, and five vacant pad sites.

Analysis: The acquisition was valued at $22,200 consisting of $11,069 ($1.00 per square foot) for the land based on market comparables and $11,131 representing the cost trees and fencing removed by the project. The original offer did not value the six pad sites impacted by the acquisition and did not include the relocation costs associated with the occupied mobile home. After negotiation, the owner has agreed to accept $44,100. This amount includes any relocation associated with moving the mobile home and the tenant as well as compensation for the loss of the five unoccupied pad sites. The settlement consists of the original offer of $11,069 ($1.00 per square foot for the land) and $11,131 for trees and fence. It also includes business relocation, estimated at $12,500, and residential relocation, estimated at $6,880 along with $2,500 ($500 per pad) for pads lost due to the acquisition. These numbers assume the mobile home can be moved and does not have to be replaced. If this is not the case, the owner will be responsible for the additional costs. An eminent domain action has been initiated on this parcel. The proposed settlement avoids the risk associated with eminent domain and saves the administrative costs and time involved in the process.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $45,600 is requested. This includes $44,100 for acquisition and $1,500 for closing costs, title insurance and administrative fees.

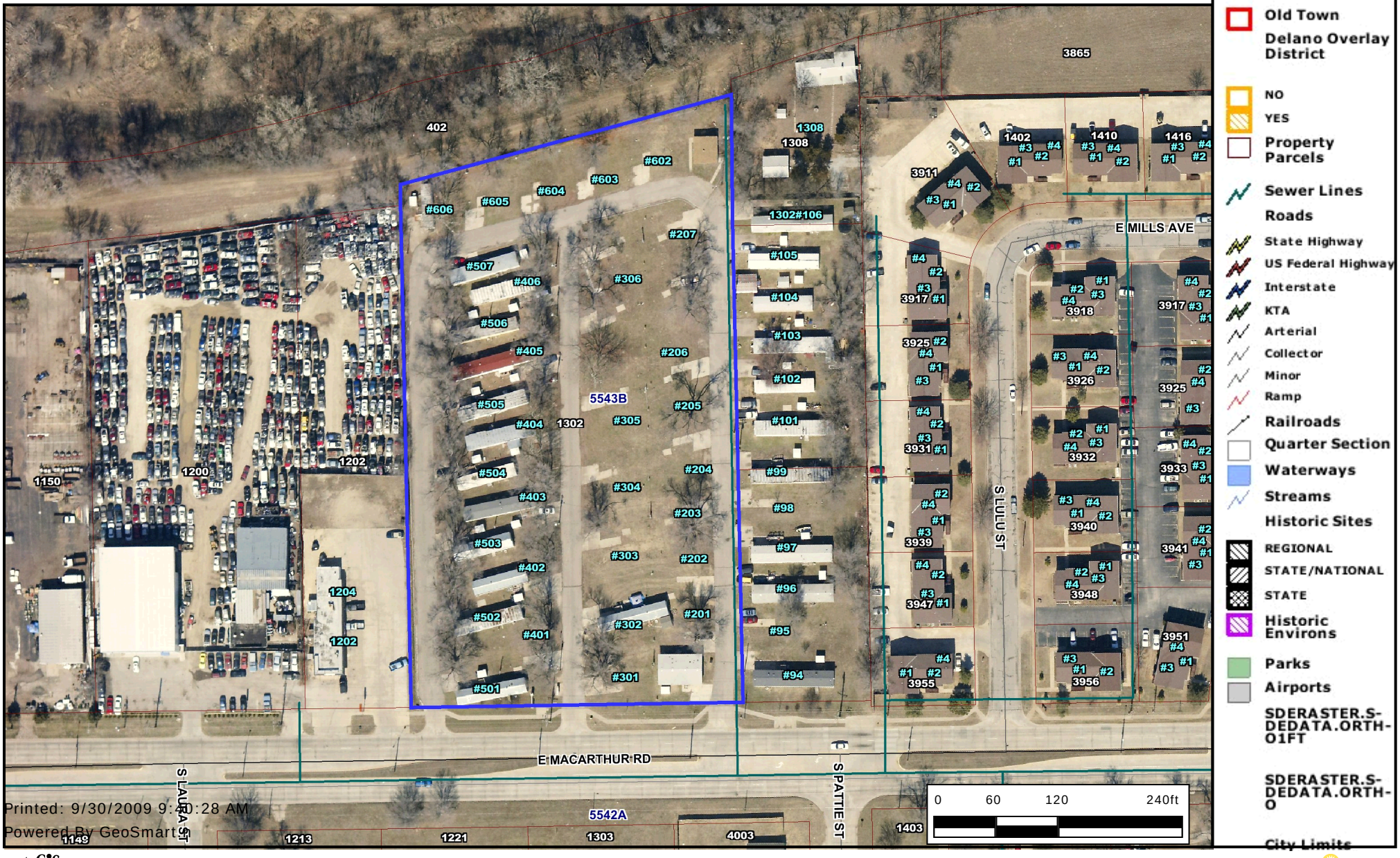
Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Accept the easement.

Attachments: Floodway easement, tract map and aerial map.

1302 East MacArthur



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City of Wichita
Arkansas River Levee
Parcel No. S16a

Key Number: B 13180

ACCESS EASEMENT FOR FLOOD PROTECTION LEVEE

KNOW ALL PERSON BY THESE PRESENTS:

That Bonanza, Inc. ,a Kansas corporation,(hereinafter called "Grantor") in consideration of the sum of Forty-four thousand one hundred and no/100 ($44,100.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS,** a municipal corporation, (hereinafter called "City"), a permanent easement and non-exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.

2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.

3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.

4. **ACCESS TO THE AREA OF THE EASEMENT IS PROHIBITED.** Access to the area of the easement by the Grantor and Grantor's heirs and assigns is prohibited.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 12 day of Sept., 2009

Bonanza, Inc., a Kansas corporation

Vicki L. Hunt Pres. _____

Vicki L. Hunt, President

STATE OF Kansas)
)SS
COUNTY OF Sedgwick)

I, Carol A Daney, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Vicki L. Hunt for Bonanza, Inc.

who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of September, A.D. 2009

(SEAL) CAROL A. DANEY NOTARY PUBLIC STATE OF KANSAS MY APPT. EXPIRES 9-23-09

Carol A Daney

Carol A. Daney, NOTARY PUBLIC

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County and State, DO HEREBY CERTIFY that

who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, A.D. 2009

(SEAL) _____

NOTARY PUBLIC

Exhibit "A"

S16a
Weldon Higgins Addition
Bonanza Inc. FT Al
B 13180

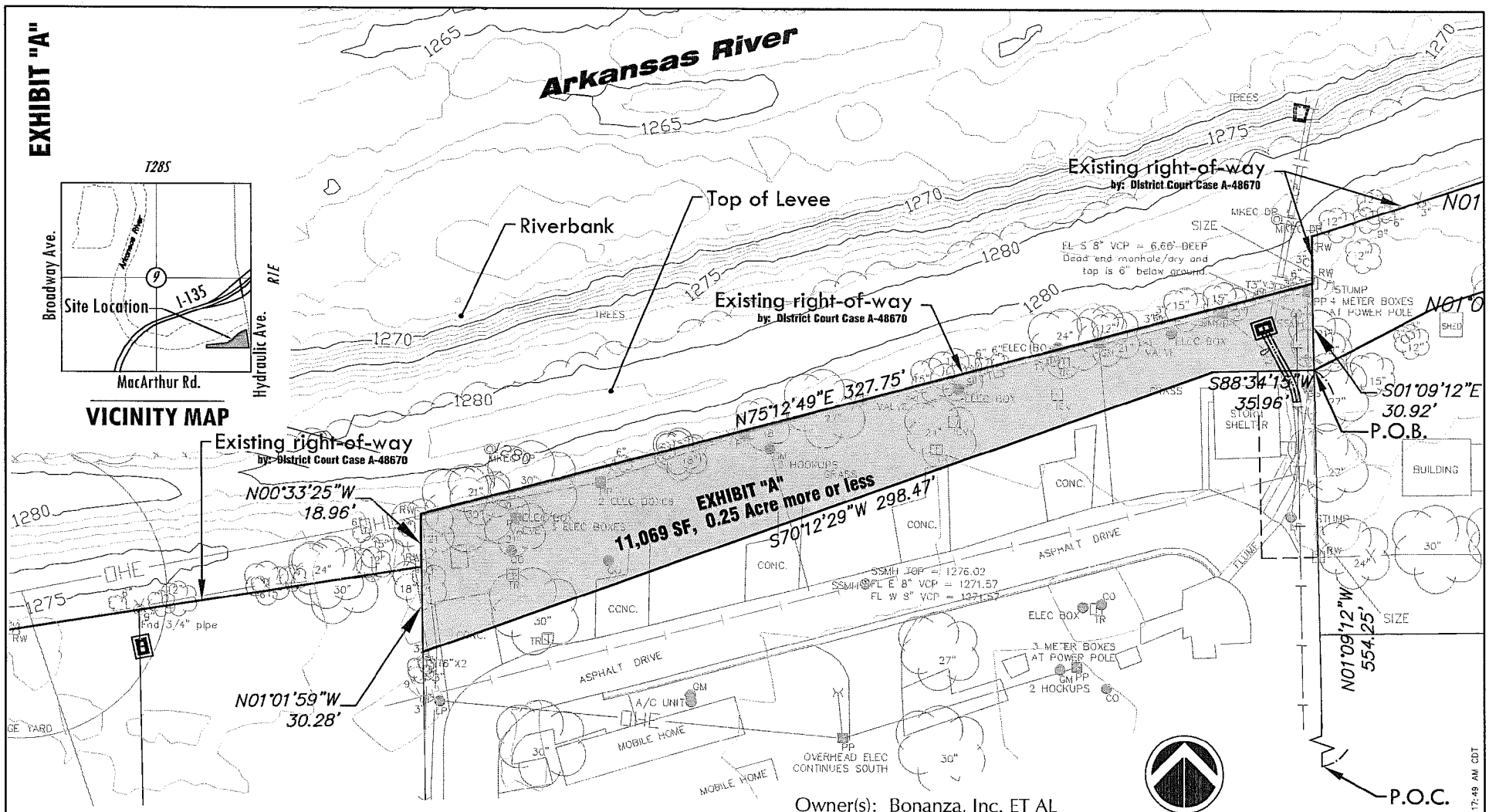
A tract of land for Floodway Right of Way lying in a portion of Lot 1, Weldon Higgins Addition, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the southeast corner of Lot 1, Weldon Higgins Addition, Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N01°09'12"W, 554.25 feet to the **POINT OF BEGINNING**; thence S88°34'15"W, 35.96 feet; thence S70°12'29"W, 286.47 feet; to the west line of said Lot 1; thence N01°01'59"W, 30.28 feet along said west line to an existing Flood Control right of way monument; thence N00°33'25"W, 18.98 feet along the Flood Control right of way as described in District Court Case A-48670 and along said west line to an existing Flood Control right of way monument at the southwest corner of tract number 19 as described in said District Court Case; thence N75°12'49"E, 327.75 feet along said Flood Control right of way to an existing Flood Control right of way monument at the southeast corner of tract number 19 as described in said District Court Case; thence S01°09'12"E, 30.92 feet along the east line of said Lot 1 to the **POINT OF BEGINNING**.

Said tract of land contains 11,069 square feet or 0.25 acres more or less.

EXHIBIT "A"

VICINITY MAP



Owner(s): Bonanza, Inc. ET AL
Tax Key No.: B 13180

DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Lot 1, Weldon Higgins Addition, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the southeast corner of Lot 1, Weldon Higgins Addition, Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 1 on a Kansas coordinate system 1983 south zone bearing of N01°09'12"W, 554.25 feet to the **POINT OF BEGINNING**; thence S88°34'15"W, 35.96 feet; thence S70°12'29"W, 298.47 feet; to the west line of said Lot 1; thence N01°01'59"W, 30.28 feet along said west line to an existing Flood Control right of way monument; thence N00°33'25"W, 18.96 feet along the Flood Control right of way as described in District Court Case A-48670 and along said west line to an existing Flood Control right of way monument at the southwest corner of tract number 19 as described in said District Court Case; thence N75°12'49"E, 327.75 feet along said Flood Control right of way to an existing Flood Control right of way monument at the southeast corner of tract number 19 as described in said District Court Case; thence S01°09'12"E, 30.92 feet along the east line of said Lot 1 to the **POINT OF BEGINNING**.

Said tract of land contains 11,069 square feet or 0.25 acres more or less.

This tract exhibit does not constitute a boundary survey.

S16a

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600
www.mkec.com

EXHIBIT "A"

TITLE
TRACT Map - B 13180
Bonanza, Inc. ET AL

SHEET NAME
Levee S - WVLFPP

PROJECT - 07866 *Prepared: April, 2009*
2009 Wichita Valley Center Local Flood Protection Project

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CITY OF WICHITA
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 3865 South Hydraulic for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007 the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such property is located at 3865 South Hydraulic. The project requires a 17,165 square foot permanent easement for floodway right-of-way across the north 30 feet of the property. The property consists of 6.15 acres, is zoned single-family residential and improved with a church and outbuilding. Numerous mature trees within the proposed easement area will be eliminated as a result of the project.

Analysis: The property was originally valued at $6,300. This amount was comprised from an estimated market analysis of the land at $0.25 per square foot ($4,291) and $2,009 as damages for the trees within the proposed right-of-way. The owner has agreed to accept $8,582.50 for the land ($0.50 per square foot) and $15,450 ($150 a tree) as damages to the tree row for a total of $24,032.50. The proposed settlement of $24,032.50 avoids the risk associated with eminent domain and saves administrative costs and the time involved in the process.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $26,032.50 is requested. This includes $24,032.50 for acquisition and $2,000 for closing costs, title insurance and administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Accept the easement.

Attachments: Floodway easement, tract map and aerial map.

City of Wichita
Arkansas River Levee
Parcel No. S19

Key No. B 1 UP

FLOOD PROTECTION LEVEE EASEMENT

KNOW ALL PERSON BY THESE PRESENTS:

That

Ark Valley Christian Church

(hereinafter called "Grantor") in consideration of the sum of

Twenty-four thousand thirty-two and 50/100 dollars($24,032.50) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS,** a municipal corporation, (hereinafter called "City"), a permanent easement and exclusive occupancy and possession forever of, through, and over and upon the following tract of land in Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, operation, and patrol (through, over and upon the same) of works for the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof, including (without limitation of the generality of the foregoing language) the digging and construction of channels for the passage of control of water, the construction of levees and control structures, the right of subjacent support including all appurtenances thereto, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

See Exhibit "A" ATTACHED HERETO AND MADE A PART HEREOF

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.

2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.

3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.

4. **ACCESS TO THE AREA OF THE EASEMENT PROHIBITED.** Access to the area of the easement by the Grantor and Grantor's heirs and assigns is prohibited.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this 22nd day of Sept., 2009

Ark Valley Christian Church

Ron Seaton

Gary Raine

Loyal Greenstreet

STATE OF Kansas)
)SS
COUNTY OF Sedgwick)

I, G. Vaughn Gray, a Notary Public in and for said County and State, DO HEREBY CERTIFY that

Ron Seaton, Gary Raine and Loyal Greenstreet who is/ are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22 day of September, A.D. 2009

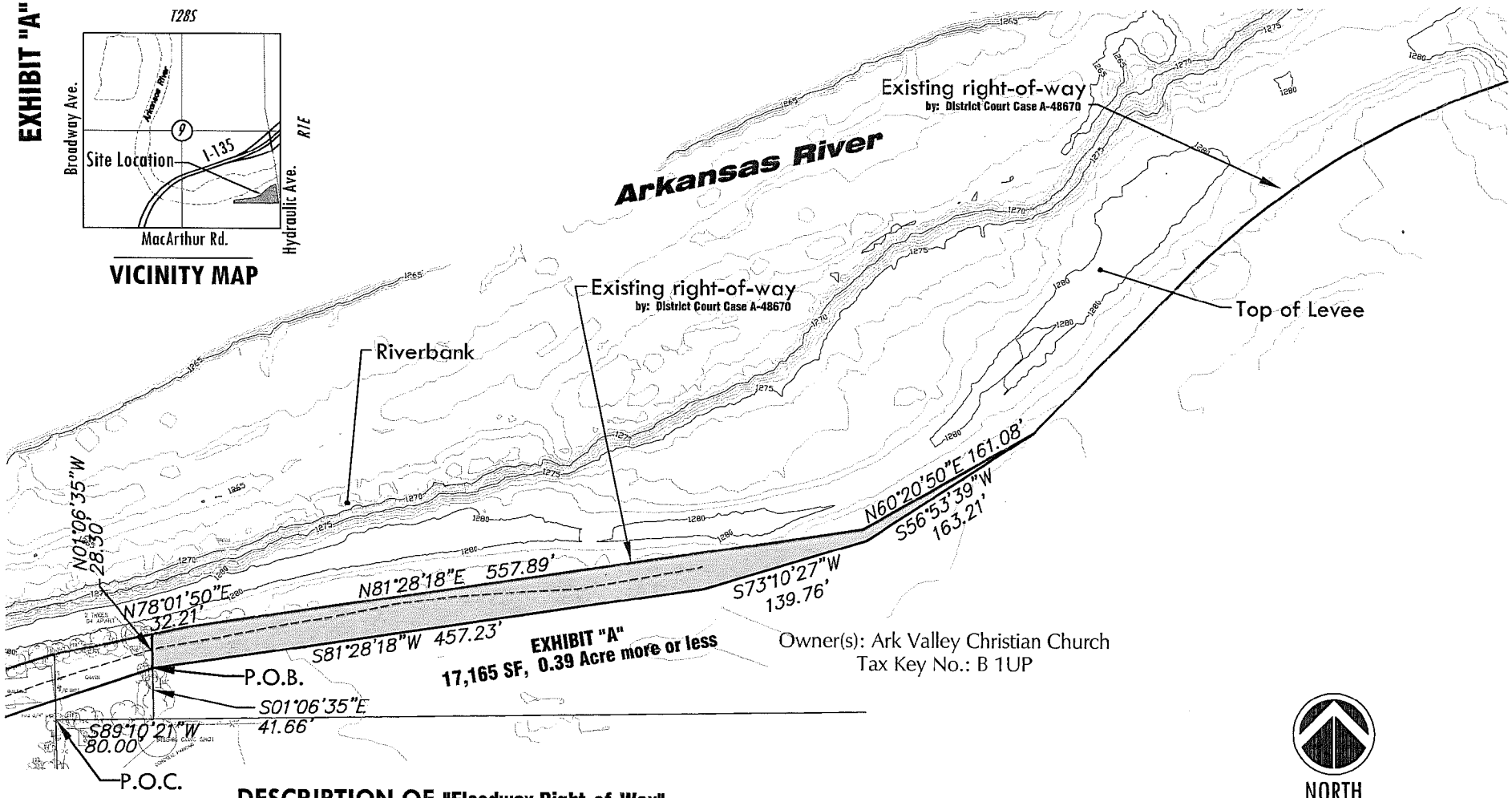
(SEAL)

G. VAUGHN GRAY
Notary Public - State of Kansas
My Appt. Expires 2-17-2012

G. Vaughan Gray NOTARY PUBLIC

EXHIBIT "A"

VICINITY MAP



DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for Floodway Right of Way lying in a portion of Government Lot 7 in the Southeast Quarter of Section 9, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the northwest corner of Lot 7, Block 1, South Field Addition, Wichita, Sedgwick County, Kansas; thence along the north line of said Lot 7 on a Kansas coordinate system 1983 south zone bearing of N89°10'21"E, 80.00 feet; thence N01°06'35"W, 41.66 feet parallel with the west line of said South Field Addition to the **POINT OF BEGINNING**; thence continuing N01°06'35"W, 28.30 feet to the existing Flood Control right of way and the south line of Tract No. 17 as described in District Court Case A-48670; thence along said right of way and said south line for the next 3 courses:

1st course: N78°01'50"E, 32.21 feet to an existing Flood Control right of way monument;
2nd course: N81°28'18"E, 557.89 feet to an existing Flood Control right of way monument;
3rd course: N60°20'50"E, 161.08 feet to an existing 3/4" pipe;

thence S56°53'39"W, 163.21 feet; thence S73°10'27"W, 139.76 feet; thence S81°28'18"W, 457.23 feet to the **POINT OF BEGINNING.**

Said tract of land contains 17,165 square feet or 0.39 acres, more or less.

S19

This tract exhibit does not constitute a boundary survey.

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600
www.mkec.com

EXHIBIT "A"

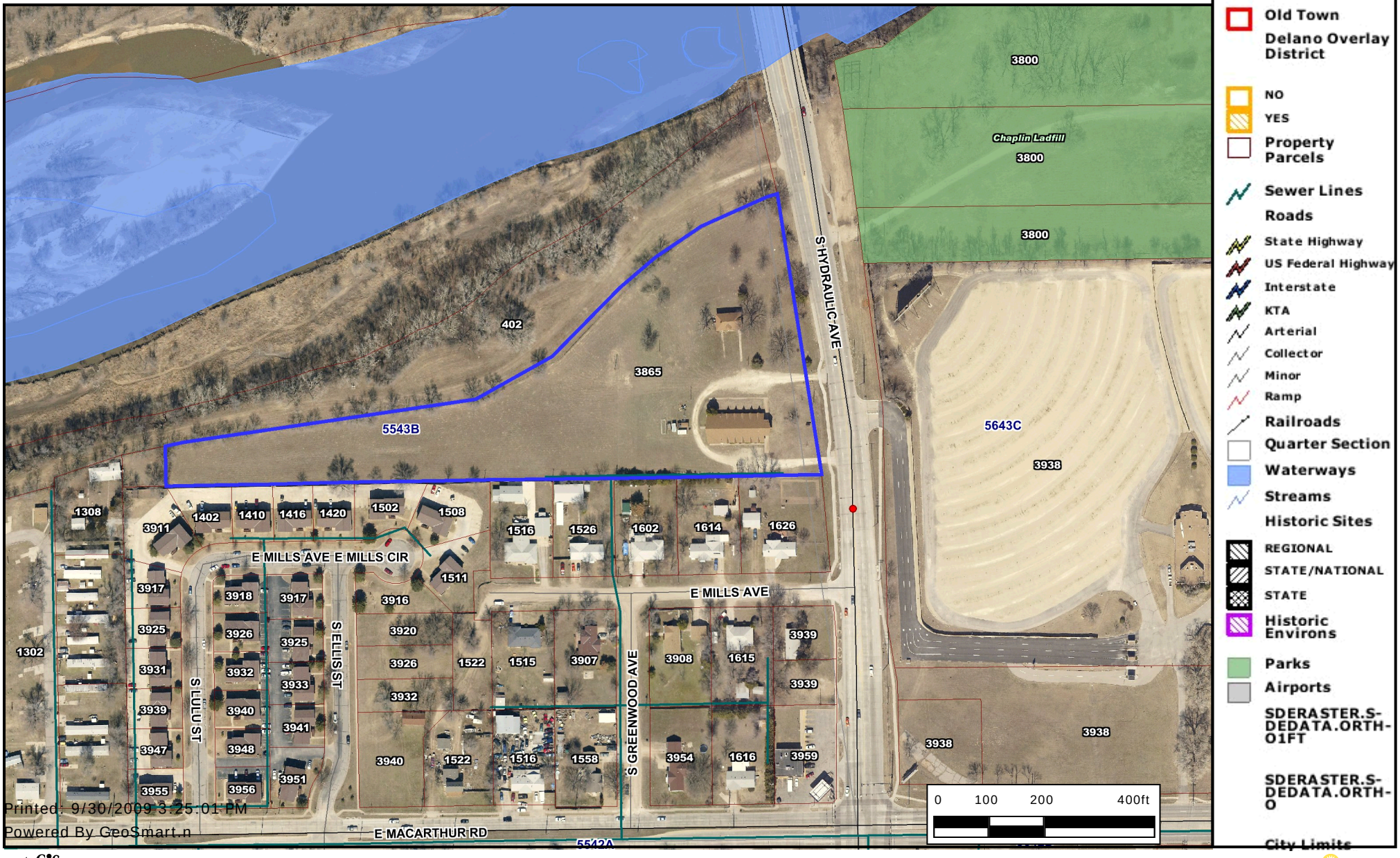
TITLE
TRACT Map - B 1UP
Ark Valley Christian Church

SHEET NAME
Levee S - WVLFPP

PROJECT - 07866 *Prepared: April, 2009*
2009 Wichita Valley Center Local Flood Protection Project

J:\Civil\07866\dwg\prop\07866_Tract Maps.dwg 4/27/2009 9:17:49 AM CDT

3865 S Hydraulic



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CITY OF WICHITA
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 11628 West 117th Street North for the Integrated Local Water Supply Plan (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River to be transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. Certain sites have been identified as necessary for the capture of above base flow water, locations for water treatment facilities, recharge/recovery wells, and recharge basins. One particular site is an agricultural tract at 11628 West 117th Street North, Sedgwick County. The subject property consists of 76 acres and is in agricultural use. The proposed permanent easement is in the southwest corner of the subject property and consists of 0.91 acres. A temporary construction easement around the proposed permanent easement is necessary during construction. The temporary easement site size is 1.57 acres. A 4-strand barbed wire fence will be impacted at both easements.

Analysis: The seller has agreed to accept the market analysis of comparable properties value of $2,197. This amount is comprised of $287 ($315 an acre for the permanent easement), $198 ($126 an acre for the temporary easement) and $1,712 for the 856 feet of fencing.

Financial Considerations: A budget of $3,147 is requested. The budget request includes $2,197 for the acquisition, $950 for title work, title insurance, closing costs, recording fees and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over $7.6 million

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget; 2) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, permanent and temporary easement tract map and aerial.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2009 by and between Wayne L. and Dorothy L. Hall, husband & wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

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 sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Sedgwick County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") A tract described as Beginning at the Southwest corner of the Southwest Quarter of Section 6, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N00^{0}26'01"W, 632.16 feet along the west line of easement described in Condemnation Case NO. 104110 and recorded in Miscellaneous Book 150, Page 1; thence S46^{0}53'29"W, 35.00 feet; thence N43^{0}06'31"W, 191.04 feet to a point 90.50 feet east of said west line; thence S00^{0}26'01"E, 481.50 feet parallel with the west line of said Southwest Quarter to the south line of said Southwest Quarter; thence S89^{0}01'01"W, 90.50 feet along said south line to the Point of Beginning.

Said tract contains 0.91 acres, more or less, excluding road right of way.

Temporary Easement (Construction – Parcel "B") A tract described as Commencing at the Southwest corner of the Southwest Quarter of Section 6, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N89^{0}01'01"E, 90.50 feet along the south line of said Southwest Quarter to the Point of Beginning; thence N00^{0}26'01"W, 481.50 feet parallel with the west line of said Southwest Quarter; thence S43^{0}06'31"E, 191.04 feet parallel with the south line of a 25 foot easement described in Condemnation Case NO. 104110 and recorded in Miscellaneous Book 150, Page 1; thence N46^{0}53'29"E, 35.00 feet to the south line of said Condemnation Case; thence S43^{0}06'31"E, 50.55 feet along said south line of said Condemnation Case; thence S00^{0}26'01"E, 325.78 feet parallel with said west line of said Southwest Quarter to the south line of said Southwest Quarter; thence S89^{0}01'01"W, 189.50 feet along said south line to the Point of Beginning.

Said tract contains 1.57 acres, more or less, excluding road right of way.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Two Thousand One Hundred Ninty-seven Dollars and No Cents ($2,197.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

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 September 30, 2009.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9 . In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

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

SELLER:

Wayne L. Hall

Wayne L. Hall, Husband

Dorothy Hall

Dorothy L. Hall, Wife

BUYER:

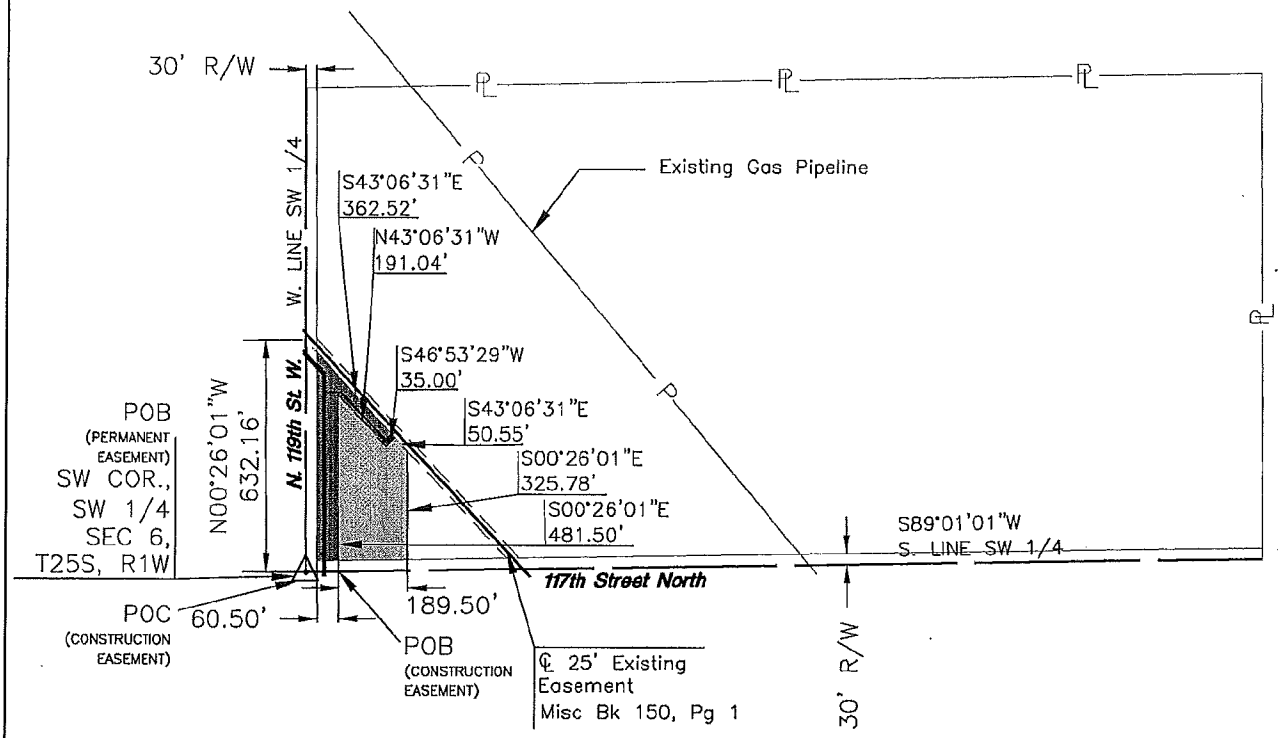
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



SCALE: 1" = 500'

LEGEND

Easement (0.91 acres)
Excluding road right of way.

Construction Easement (1.57 acres)
Excluding road right of way.

Proposed Water Line

OWNER:

Hall, Wayne L.
& Dorothy L.
11628 W 117TH ST N

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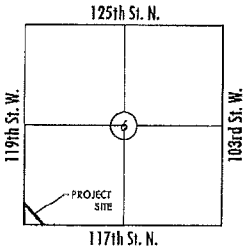


VICINITY MAP

ASR

CDM
Camp Dresser & McKee
345 Riverview, Ste. 520
Wichita, KS 67203
Tel: (316) 680-6700
consulting • engineering • construction • operations

MKEC ENGINEERING CONSULTANTS, INC.

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

DIAGONAL TRANSMISSION MAIN AND RIVER INTAKE LINE
PROJECT NAME

TRACT 83
SHEET TITLE

DFL	DSN/AAM/DM	CWL
DESIGN BY:	DRAWN BY:	CHECKED BY:

APRIL 2009
AUGUST 2009 revised
SEPT 2009 revised — DATE
08248 — JOB NO.
1 / 2 — SHEET/OF

EASEMENT

A tract described as Beginning at the southwest corner of the Southwest Quarter of Section 6, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N00°26'01"W, 632.16 feet along the west line of said Southwest Quarter; thence S43°06'31"E, 362.52 feet along the south line of a 25 foot easement described in Condemnation Case NO. 104110 and recorded in Miscellaneous Book 150, Page 1; thence S46°53'29"W, 35.00 feet; thence N43°06'31"W, 191.04 feet to a point 90.50 feet east of said west line; thence S00°26'01"E, 481.50 feet parallel with the west line of said Southwest Quarter to the south line of said Southwest Quarter; thence S89°01'01"W, 90.50 feet along said south line to the Point of Beginning.

Said tract contains 0.91 acres, more or less, excluding road right of way.

CONSTRUCTION EASEMENT

A tract described as Commencing at the southwest corner of the Southwest Quarter of Section 6, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N89°01'01"E, 90.50 feet along the south line of said Southwest Quarter to the Point of Beginning; thence N00°26'01"W, 481.50 feet parallel with the west line of said Southwest Quarter; thence S43°06'31"E, 191.04 feet parallel with the south line of a 25 foot easement described in Condemnation Case NO. 104110 and recorded in Miscellaneous Book 150, Page 1; thence N46°53'29"E, 35.00 feet to the south line of said Condemnation Case; thence S43°06'31"E, 50.55 feet along said south line of said Condemnation Case; thence S00°26'01"E, 325.78 feet parallel with said west line of said Southwest Quarter to the south line of said Southwest Quarter; thence S89°01'01"W, 189.50 feet along said south line to the Point of Beginning.

Said tract contains 1.57 acres, more or less, excluding road right of way.

LEGEND

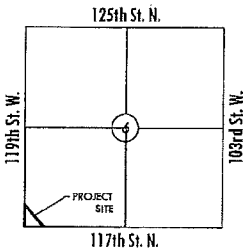
Easement (0.91 acres)
Excluding road right of way.

Construction Easement (1.57 acres)
Excluding road right of way.

Proposed Water Line

OWNER:

Hall, Wayne L.
& Dorothy L.
11628 W 117TH ST N



VICINITY MAP

I:\MAP\2008\08248\DWG APRIL 2009\TRACT MAPS\83 REV 091009.DWG

ASR

CDM
Camp Dresser & McKee
345 Riverview, Ste. 520
Wichita, KS 67203
Tel: (316) 660-6700
consulting • engineering • construction • operations

MKEC ENGINEERING CONSULTANTS, INC.

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

DIAGONAL TRANSMISSION MAIN AND RIVER INTAKE LINE

PROJECT NAME

TRACT 83

SHEET TITLE

DFL	DSN/AAM/DM	CWL
DESIGN BY:	DRAWN BY:	CHECKED BY:

APRIL 2009 AUGUST 2009 revised SEPT 2009 revised	08248	2 / 2
DATE	JOB NO.	SHEET/OF

PIPELINE EASEMENT

THIS EASEMENT made this 20th day of August, 2009 by Wayne L. and Dorothy L. Hall, husband and wife, "Grantor" and The City of Wichita, Kansas, a Municipal Corporation, "Grantee".

WITNESSETH: That Grantor, in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto Grantee a perpetual easement for the purpose of constructing, operating, maintaining, inspecting and repairing a pipeline for the transmission of water and other equipment which the Grantee shall deem necessary under the following described real estate situated in Sedgwick County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") A tract described as Beginning at the Southwest corner of the Southwest Quarter of Section 6, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N00^{0}26'01"W, 632.16 feet along the west line of easement described in Condemnation Case NO. 104110 and recorded in Miscellaneous Book 150, Page 1; thence S46^{0}53'29"W, 35.00 feet; thence N43^{0}06'31"W, 191.04 feet to a point 90.50 feet east of said west line; thence S00^{0}26'01"E, 481.50 feet parallel with the west line of said Southwest Quarter to the south line of said Southwest Quarter; thence S89^{0}01'01"W, 90.50 feet along said south line to the Point of Beginning.

Said tract contains 0.91 acres, more or less, excluding road right of way.

This easement is for the installation and maintenance of underground utilities and associated appurtenances. Grantee shall not disturb or alter the surface of the property after the completion of the installation of any utilities installed hereunder without first obtaining the written consent of the Grantor, its heirs and assigns.

The amenities installed hereunder shall remain the property of Grantee, and Grantee shall have the right to inspect, rebuild, remove, repair, improve and make alterations to its facilities as it may from time to time deem advisable.

Grantor, his successors and assigns, may use the land within the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not

interfere with or endanger the construction, operations and maintenance of Grantee's facilities.

Grantee shall in no way interfere with the Grantors use and enjoyment of the surface of the property.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Grantee shall have the right of ingress and egress from the easement over the lands of Grantor adjacent to said easement and lying between public or private roads.

Grantee shall exercise said right in practicable manner whereby Grantee attempts to cause the least damage and inconvenience to Grantor. Grantee shall pay for any damages to growing crops caused by actions of Grantee in inspecting, maintaining or operating said facility.

Grantee shall not interfere with the ingress and egress of the Grantor, his heirs and assigns. Should it become necessary to relocate the facilities of the Grantee to aid in the future development of the subject property, Grantee hereby agrees to cooperate with Grantor in relocating said facilities. However, Grantor shall reimburse Grantee for the actual cost of relocating said facilities.

IN WITNESS WHEREOF: Grantor has signed these presents the day and year first written.

Wayne L. Hall
Wayne L. Hall, Husband

Dorothy Hall
Dorothy L. Hall, Wife

STATE OF KANSAS)
) ss:
Sedgwick **COUNTY**)

Personally appeared before me a notary public in and for the County and State aforesaid Wayne L. & Dorothy L. Hall, husband & wife to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated at Sedgwick Kansas, this 20th day of August 2009.

Notary Public

My Commission expires 7/27/13

LYLE D. CARSTENSON NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 7/27/13

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 20th day of August, 2009, by and between Wayne L. and Dorothy L. Hall, husband and wife, (hereinafter referred to as "Grantor") and the City of Wichita, Kansas, a Municipal Corporation, (hereinafter referred to as "Grantee")

WITNESSETH: That the said Grantor, in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a Temporary Right-Of-Way for the purpose of constructing, maintaining, and repairing utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

Temporary Easement (Construction – Parcel "B") A tract described as Commencing at the Southwest corner of the Southwest Quarter of Section 6, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N89^{0}01'01"E, 90.50 feet along the south line of said Southwest Quarter to the Point of Beginning; thence N00^{0}26'01"W, 481.50 feet parallel with the west line of said Southwest Quarter; thence S43^{0}06'31"E, 191.04 feet parallel with the south line of a 25 foot easement described in Condemnation Case NO. 104110 and recorded in Miscellaneous Book 150, Page 1; thence N46^{0}53'29"E, 35.00 feet to the south line of said Condemnation Case; thence S43^{0}06'31"E, 50.55 feet along said south line of said Condemnation Case; thence S00^{0}26'01"E, 325.78 feet parallel with said west line of said Southwest Quarter to the south line of said Southwest Quarter; thence S89^{0}01'01"W, 189.50 feet along said south line to the Point of Beginning.

Said tract contains 1.57 acres, more or less, excluding road right of way.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such utility improvements for a period of twenty-four months from the onset of construction. This temporary easement shall expire automatically at the end of the described.

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

Wayne L. Hall
Wayne L. Hall , Husband

Dorothy Hall
Dorothy L. Hall , Wife

STATE OF KANSAS)
) ss:
Sedgwick COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Wayne L. & Dorothy L. Hall husband & wife came to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated at Sedgwick, Kansas, this 20th day of August, 2009.

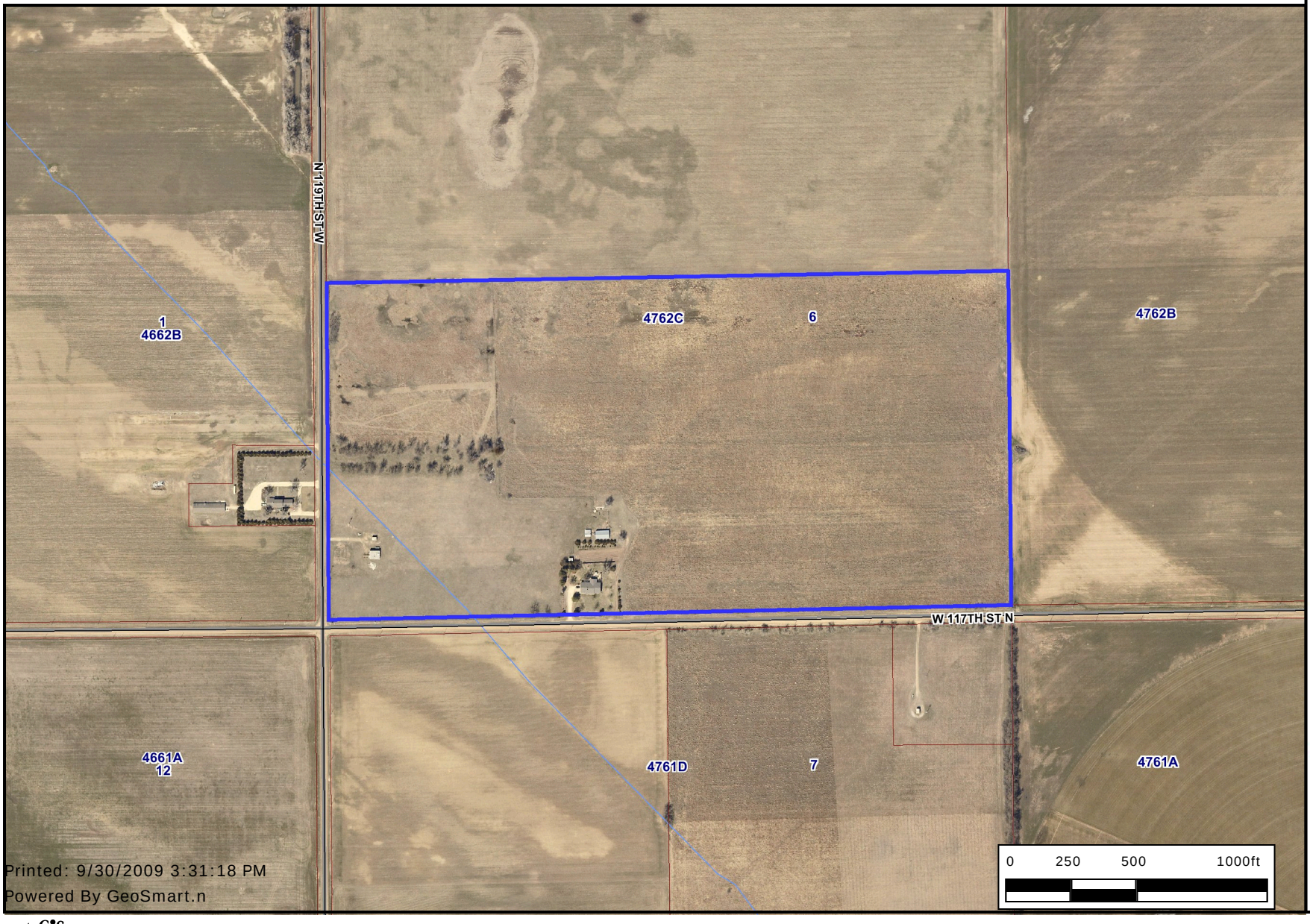
(city)

Notary Public

My Commission expires: 7/27/13

LYLE D. CARSTENSON
NOTARY PUBLIC
My Appt. Exp. _____
STATE OF KANSAS

11628 West 117th Street North



Identified Features
Historic Districts
Old Town
Delano Overlay District
NO
YES
Property Parcels
Sewer Lines
Roads
State Highway
US Federal Highway
Interstate
KTA
Arterial
Collector
Minor
Ramp
Railroads
Township and Range
Section
Quarter Section
Waterways
Streams
Historic Sites
REGIONAL
STATE/NATIONAL
STATE
Historic Environs
Parks
Airports
SDERASTER.S-DEDATA.ORTH-O1FT

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

City of Wichita
City Council Meeting

October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
District I

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On September 14, 2009, the Board of Code Standards and Appeals conducted hearings on the five (5) properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

Property Address	Council District
a. 2511 E. 9th N.	I
b. 1956 N. Spruce	I
c. 2110 E. 13th N.	I
d. 2023 E. Chisholm	I
e. 1022 N. Green	I

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection 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 OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI'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 $500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area

and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule a public hearing before the City Council on December 8, 2009 at 9:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, summaries, and resolutions.

OCA: 230200

Published in the Wichita Eagle on October 16, 2009 and October 23, 2009

RESOLUTION NO. 09-324

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: BEGINNING 150 FEET WEST OF THE SOUTHWEST CORNER OF THE INTERSECTION OF GREEN STREET AND NINTH STREET, THENCE SOUTH 140 FEET; THENCE WEST 50 FEET; THENCE NORTH 140 FEET; THENCE EAST 50 FEET TO BEGINNING, BEING A PART OF LOT 7, FRISCO AVENUE, NOW NINTH STREET, IN MOSSMAN'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS KNOWN AS 2511 E. 9TH N MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 13th day of October 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 8th day of December 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at BEGINNING 150 FEET WEST OF THE SOUTHWEST CORNER OF THE INTERSECTION OF GREEN STREET AND NINTH STREET, THENCE SOUTH 140 FEET; THENCE WEST 50 FEET; THENCE NORTH 140 FEET; THENCE EAST 50 FEET TO BEGINNING, BEING A PART OF LOT 7, FRISCO AVENUE, NOW NINTH STREET, IN MOSSMAN'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS, known as: 2511 E. 9TH N, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 33 x 48 feet in size. Vacant and open, this structure has cracking and shifting concrete block basement walls; missing vinyl siding; badly worn composition roof, with missing shingles; deteriorating front, rear and two side porches; and the wood trim and framing members are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 13th day of October 2009.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

OCA: 230200

Published in the Wichita Eagle on October 16, 2009 and October 23, 2009

RESOLUTION NO. 09-325

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 1 AND 3, SPRUCE AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS KNOWN AS 1956 N. SPRUCE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 13th day of October 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 8th day of December 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 1 AND 3, SPRUCE AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, known as: 1956 N. Spruce, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 38 x 38 feet in size. Vacant for at least 3 years, this structure has cracking and shifting concrete basement walls; loose and buckled metal siding; deteriorating front and rear porches; and the 20 x 24 and 8 x 8 foot accessory structures are dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 13th day of October 2009.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

OCA: 230200

Published in the Wichita Eagle on October 16, 2009 and October 23, 2009

RESOLUTION NO. 09-326

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE EAST 50 FEET OF LOTS 182, 184, 186 AND 188, STRONG AVENUE, NOW ASH, LOGAN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 2110 E. 13TH N MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 13th day of October 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 8th day of December 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE EAST 50 FEET OF LOTS 182, 184, 186 AND 188, STRONG AVENUE, NOW ASH, LOGAN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2110 E. 13th N, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two story frame dwelling about 24 x 38 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; cracked and missing asbestos siding; deteriorating front porch; and the wood trim and framing members are weathered due to lack of paint.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 13th day of October 2009.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

OCA: 230200

Published in the Wichita Eagle on October 16, 2009 and October 23, 2009

RESOLUTION NO. 09-327

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE WEST 86.4 FEET OF EAST 216.4 FEET OF THE NORTH 50 FEET OF LOT 5, TARLTON'S SECOND ADDITION OF THE OUTLOTS TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 2023 E. CHISHOLM MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 13th day of October 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 8th day of December 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE WEST 86.4 FEET OF EAST 216.4 FEET OF THE NORTH 50 FEET OF LOT 5, TARLTON'S SECOND ADDITION OF THE OUTLOTS TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2023 E. Chisholm, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 42 x 27 feet in size. Vacant for at least 1 year, this structure has a cracking concrete block foundation; missing vinyl siding; badly worn composition roof, with holes and missing shingles; dilapidated front and rear porches; and the wood trim and framing members are rotted and missing.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 13th day of October 2009.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

OCA: 230200

Published in the Wichita Eagle on October 16, 2009 and October 23, 2009

RESOLUTION NO. 09-328

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 17 AND 19, EXCEPT THE NORTH 2.0 FEET OF THE EAST 20.0 FEET, BLOCK 3, ESTERBROOK PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS KNOWN AS 1022 N. GREEN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 13th day of October 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 8th day of December 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 17 AND 19, EXCEPT THE NORTH 2.0 FEET OF THE EAST 20.0 FEET, BLOCK 3, ESTERBROOK PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, known as: 1022 N. Green, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 28 x 38 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation, with some areas missing; rotted and missing woodlap siding; deteriorated front porch; and the wood trim and framing members are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 13th day of October 2009.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP #

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2511 E. 9TH N** and legally described as: **BEGINNING 150 FEET WEST OF THE SOUTHWEST CORNER OF THE INTERSECTION OF GREEN STREET AND NINTH STREET, THENCE SOUTH 140 FEET; THENCE WEST 50 FEET; THENCE NORTH 140 FEET; THENCE EAST 50 FEET TO BEGINNING, BEING A PART OF LOT 7, FRISCO AVENUE, NOW NINTH STREET, IN MOSSMAN'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **December 8, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 33 x 48 feet in size. Vacant and open, this structure has cracking and shifting concrete block basement walls; missing vinyl siding; badly worn composition roof, with missing shingles; deteriorating front, rear and two side porches; and the wood trim and framing members are rotted.

(b) Street Address: 2511 E. 9TH N

(c) Owners:
Tyson R. Tompkins
PO Box 1095
Wichita, KS 67201

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

Rose Hill State Bank
107 N. Rose Hill Rd.
Augusta, KS 67133

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: September 14, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2511 E. 9TH N

LEGAL DESCRIPTION: BEGINNING 150 FEET WEST OF THE SOUTHWEST CORNER OF THE INTERSECTION OF GREEN STREET AND NINTH STREET, THENCE SOUTH 140 FEET; THENCE WEST 50 FEET; THENCE NORTH 140 FEET; THENCE EAST 50 FEET TO BEGINNING, BEING A PART OF LOT 7, FRISCO AVENUE, NOW NINTH STREET, IN MOSSMAN'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 33 x 48 feet in size. Vacant and open, this structure has cracking and shifting concrete block basement walls; missing vinyl siding; badly worn composition roof, with missing shingles; deteriorating front, rear and two side porches; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **BEGINNING 150 FEET WEST OF THE SOUTHWEST CORNER OF THE INTERSECTION OF GREEN STREET AND NINTH STREET, THENCE SOUTH 140 FEET; THENCE WEST 50 FEET; THENCE NORTH 140 FEET; THENCE EAST 50 FEET TO BEGINNING, BEING A PART OF LOT 7, FRISCO AVENUE, NOW NINTH STREET, IN MOSSMAN'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS** KNOWN AS **2511 E. 9TH N** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of October 2009**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of December 2009**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at BEGINNING 150 FEET WEST OF THE SOUTHWEST CORNER OF THE INTERSECTION OF GREEN STREET AND NINTH STREET, THENCE SOUTH 140 FEET; THENCE WEST 50 FEET; THENCE NORTH 140 FEET; THENCE EAST 50 FEET TO BEGINNING, BEING A PART OF LOT 7, FRISCO AVENUE, NOW NINTH STREET, IN MOSSMAN'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY KANSAS, known as: 2511 E. 9TH N, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 33 x 48 feet in size. Vacant and open, this structure has cracking and shifting concrete block basement walls; missing vinyl siding; badly worn composition roof, with missing shingles; deteriorating front, rear and two side porches; and the wood trim and framing members are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of October 2009**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP #

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1956 N. SPRUCE** and legally described as: **LOTS 1 AND 3, SPRUCE AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **December 8, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

CITY OF WICHITA

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 38 x 38 feet in size. Vacant for at least 3 years, this structure has cracking and shifting concrete basement walls; loose and buckled metal siding; deteriorating front and rear porches; and the 20 x 24 and 8 x 8 foot accessory structures are dilapidated.

(b) Street Address: 1956 N. Spruce

(c) Owners:
Willie R. Williams & Ella B. Williams
612 N. Poplar
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

State of Kansas Dept. of Revenue
Attorney General of the State of Kansas
301 SW 10th Ave
Topeka, KS 66612

United States of America Dept. of Revenue
1200 Epic Center
301 N. Main
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: September 14, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1956 N. Spurce

LEGAL DESCRIPTION: LOTS 1 AND 3, SPRUCE AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 38 x 38 feet in size. Vacant for at least 3 years, this structure has cracking and shifting concrete basement walls; loose and buckled metal siding; deteriorating front and rear porches; and the 20 x 24 and 8 x 8 foot accessory structures are dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 1 AND 3, SPRUCE AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** KNOWN AS **1956 N. SPRUCE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of October 2009**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of December 2009**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 1 AND 3, SPRUCE AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, known as: 1956 N. Spruce, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 38 x 38 feet in size. Vacant for at least 3 years, this structure has cracking and shifting concrete basement walls; loose and buckled metal siding; deteriorating front and rear porches; and the 20 x 24 and 8 x 8 foot accessory structures are dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of October 2009**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP #

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2110 E. 13TH N** and legally described as: **THE EAST 50 FEET OF LOTS 182, 184, 186 AND 188, STRONG AVENUE, NOW ASH, LOGAN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **December 8, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

CITY OF WICHITA

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame dwelling about 24 x 38 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; cracked and missing asbestos siding; deteriorating front porch; and the wood trim and framing members are weathered due to lack of paint.

(b) Street Address: 2110 E. 13th N

(c) Owners:
Henry E. White & Bitha Mae White
4258 Country Lane
Bel Aire, KS 67220

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: September 14, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2110 E. 13th N

LEGAL DESCRIPTION: THE EAST 50 FEET OF LOTS 182, 184, 186 AND 188, STRONG AVENUE, NOW ASH, LOGAN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 24 x 38 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; cracked and missing asbestos siding; deteriorating front porch; and the wood trim and framing members are weathered due to lack of paint.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE EAST 50 FEET OF LOTS 182, 184, 186 AND 188, STRONG AVENUE, NOW ASH, LOGAN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **2110 E. 13TH N** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of October 2009**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of December 2009**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE EAST 50 FEET OF LOTS 182, 184, 186 AND 188, STRONG AVENUE, NOW ASH, LOGAN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2110 E. 13th N, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 24 x 38 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; cracked and missing asbestos siding; deteriorating front porch; and the wood trim and framing members are weathered due to lack of paint.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of October 2009**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP #

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2023 E. CHISHOLM** and legally described as: **THE WEST 86.4 FEET OF EAST 216.4 FEET OF THE NORTH 50 FEET OF LOT 5, TARLTON'S SECOND ADDITION OF THE OUTLOTS TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **December 8, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

CITY OF WICHITA

TO: The Mayor and City Council

Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 42 x 27 feet in size. Vacant for at least 1 year, this structure has a cracking concrete block foundation; missing vinyl siding; badly worn composition roof, with holes and missing shingles; dilapidated front and rear porches; and the wood trim and framing members are rotted and missing.

(b) Street Address: 2023 E. Chisholm

(c) Owners:
Everlasting God in Christ Church Inc
c/o Rev. Gerald Hood & Mary Hood
2015 Chisholm Rd
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: September 14, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2023 E. Chisholm

LEGAL DESCRIPTION: THE WEST 86.4 FEET OF EAST 216.4 FEET OF THE NORTH 50 FEET OF LOT 5, TARLTON'S SECOND ADDITION OF THE OUTLOTS TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 42 x 27 feet in size. Vacant for at least 1 year, this structure has a cracking concrete block foundation; missing vinyl siding; badly worn composition roof, with holes and missing shingles; dilapidated front and rear porches; and the wood trim and framing members are rotted and missing.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE WEST 86.4 FEET OF EAST 216.4 FEET OF THE NORTH 50 FEET OF LOT 5, TARLTON'S SECOND ADDITION OF THE OUTLOTS TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **2023 E. CHISHOLM** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of October 2009**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of December 2009**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE WEST 86.4 FEET OF EAST 216.4 FEET OF THE NORTH 50 FEET OF LOT 5, TARLTON'S SECOND ADDITION OF THE OUTLOTS TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2023 E. Chisholm, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 42 x 27 feet in size. Vacant for at least 1 year, this structure has a cracking concrete block foundation; missing vinyl siding; badly worn composition roof, with holes and missing shingles; dilapidated front and rear porches; and the wood trim and framing members are rotted and missing.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of October 2009**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP #

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1022 N. GREEN** and legally described as: **LOTS 17 AND 19, EXCEPT THE NORTH 2.0 FEET OF THE EAST 20.0 FEET, BLOCK 3, ESTERBROOK PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **December 8, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

CITY OF WICHITA

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 28 x 38 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation, with some areas missing; rotted and missing woodlap siding; deteriorated front porch; and the wood trim and framing members are rotted.

(b) Street Address: 1022 N. Green

(c) Owners:
Addie M. Franklin
c/o Conrad Naylor
702 S. Broadview
Wichita, KS 67218

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

City of Wichita
Neighborhood Improvement Services
332 Riverview
Wichita, KS 67203

City of Wichita
Office of Central Inspection
455 N. Main 7th Floor
Wichita, KS 67203

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: September 14, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1022 N. Green

LEGAL DESCRIPTION: LOTS 17 AND 19, EXCEPT THE NORTH 2.0 FEET OF THE EAST 20.0 FEET, BLOCK 3, ESTERBROOK PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 28 x 38 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation, with some areas missing; rotted and missing woodlap siding; deteriorated front porch; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 17 AND 19, EXCEPT THE NORTH 2.0 FEET OF THE EAST 20.0 FEET, BLOCK 3, ESTERBROOK PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** KNOWN AS **1022 N. GREEN** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of October 2009**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of December 2009**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 17 AND 19, EXCEPT THE NORTH 2.0 FEET OF THE EAST 20.0 FEET, BLOCK 3, ESTERBROOK PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, known as: 1022 N. Green, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 28 x 38 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation, with some areas missing; rotted and missing woodlap siding; deteriorated front porch; and the wood trim and framing members are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of October 2009**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Purchase Option (Homestead Health Center, Inc.) (District IV)

INITIATED BY: Urban Development Office

AGENDA: Consent Agenda

Recommendation: Adopt the Resolution authorizing a Special Warranty Deed and Termination of Lease Agreement.

Background: On November 19, 2002, City Council approved the issuance of Health Care Facility Refunding Revenue Bonds in the amount of $780,000 to Homestead Health Center, Inc. The purpose of the bonds was to redeem the outstanding principal amount of the Series VII 1994 Bonds.

Under the provisions of the 2002 Lease Agreement for the bond series, Homestead Health has the option, if all outstanding bonds have been paid, to purchase the facility from the City of Wichita for the sum of $1,000. On August 31, 2009, staff received notice from the Tenant informing the City of Wichita of the company's intention to exercise its purchase option. The Lease allows for closing of the purchase thirty days following the receipt of the notice.

Analysis: Under the terms of the Lease, the City is required to convey the property securing the IRB issue to the Tenant, once the Tenant has paid the purchase price and other considerations as listed under the provisions of the Lease Agreement, including the payment of all outstanding bonds. The City received notice from The Bank of New York, Trustee for the Company, that all Bonds were paid in full on August 31, 2009, and that Homestead Health has no further obligations as it pertains to the bond financing.

Financial Considerations: The purchase price is $1,000 and other considerations as listed under the provision of the Lease Agreement and Indenture to redeem and retire or defease all outstanding bonds. This price includes without limitations, principal, interest, redemption premium, and all other expenses of redemption, and trustee fees, but after the deduction of any amounts described and provided for in the Lease Agreement and available for such redemption.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City is contractually bound to convey the IRB Project property to the Tenant by Special Warranty Deed, once all the conditions established in the Lease and Indenture have been met. The City Attorney's Office has approved the form of the attached Resolution to authorize the execution of the Special Warranty Deed and the Termination of Lease Agreement (each in substantially the form attached to the Resolution).

Recommendations/Actions: It is recommended that City Council adopt the Resolution authorizing the Special Warranty Deed and the Termination of Lease Agreement.

Attachments: Resolution; Special Warranty Deed; Termination of Lease.

RESOLUTION NO. 09-329

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO CONVEY CERTAIN REAL PROPERTY TO HOMESTEAD HEALTH CENTER, INC. AND PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City has previously issued its Health Care Facilities Revenue Bonds, Series VII, 1994 in the aggregate original principal amount of $1,470,000 and its Health Care Facilities Refunding Revenue Bonds, Series VI, 2002 (the "Bonds"), in the aggregate original principal amount of $780,000 in connection with the acquisition of the land described in Schedule I hereto (the "Land"), and the construction thereon of the improvements (said Land and Improvements being hereinafter referred to together as the "Facility"); and

WHEREAS, the 1994 Revenue Bonds were issued pursuant to Ordinance No. 42-459 passed and approved by the governing body of the City on July 19, 1994 and the 2002 Refunding Bonds were issued pursuant to Ordinance No. 45-504 passed and approved by the governing body of the City on December 10, 2002 (the "Ordinances"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the “Landlord”), and Homestead Health Center, Inc., as lessee (the "Tenant"), entered into a Lease Agreement dated as of December 1, 2002, (the "Lease"), a notice of which was filed of record at Film 2603, Page 0032 in the records of the Sedgwick County Register of Deeds; and

WHEREAS, all of the outstanding Bonds have been paid as of August 31, 2009 pursuant to terms of the Ordinance; and

WHEREAS, following payment in full of all of the Bonds, Homestead Health Center, Inc. has requested that the City convey title to the Project to Homestead Health Center, Inc. following such payment and the payment of the sum of $1,000, and all other payments required by Sections 16.1 and 16.2 of the Lease; and

WHEREAS, the City desires to convey said Project to the Tenant upon satisfaction of the conditions specified herein.

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

Section 1. Approval of Conveyance. The conveyance by the City of the personal property described in Schedule I attached hereto and incorporated herein by reference (with such technical changes in such description as may be necessary to correct or update it) is hereby approved, upon the terms and conditions set forth herein.

Section 2. Authorization of Documents. The governing body hereby authorizes and approves the Termination of Lease Agreement, attached hereto as Exhibit A, and the Special Warranty Deed, attached hereto as Exhibit B, in substantially the forms presented to and reviewed

by the governing body of the City at this meeting and attached to this Resolution (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 3. Execution of Documents. The Mayor is hereby authorized and directed to execute the Termination of Lease Agreement and the Bill of Sale, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City.

Section 4. Delivery of Documents. The Mayor, City Clerk, or other staff of the City, is hereby authorized and directed to deliver the Termination of Lease Agreement and the Special Warranty Deed.

Section 5. Further Authority. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project, terminate all interest of the City in the Project and carry out the intent of this Resolution.

ADOPTED by the governing body of the City of Wichita, Kansas, this 13th day of October, 2009.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

HOMESTEAD HEALTH CENTER, INC.

SCHEDULE I TO THE INDENTURE OF TRUST OF THE CITY OF WICHITA, KANSAS AND INTRUST BANK, N.A., WICHITA, KANSAS, AS TRUSTEE, DATED AS OF DECEMBER 1, 2002, AND TO THE LEASE DATED AS OF DECEMBER 1, 2002 BY AND BETWEEN SAID CITY AND HOMESTEAD HEALTH CENTER, INC.

PROPERTY SUBJECT TO LEASE

A) THE LAND: The following described real estate located in City of Wichita, Sedgwick County, Kansas, to wit:

Part of Block 2, GARDEN VILLA FIFTH ADDITION, to Wichita, Kansas, described as follows:

Beginning at the Southeast corner thereof, thence West along the South line of said Block 2, 410 feet; thence Northeasterly 199.7 feet to a point 901.42 feet South and 270 feet West of the Northeast corner of said Block 2, thence East parallel with the North line of said Block 2, 270 feet; thence South along the East line of said Block 2, 351.1 feet more or less to beginning;

Said real property constituting the "Land" as referred to in the Indenture and the Lease, subject to the following Permitted Encumbrances:

Easement, if any, established by affidavit of Kansas Gas and Electric Company recorded on File 287, Page 149;

Easement, if any, established by affidavit of Kansas Gas and Electric Company recorded on Film 287, Page 1106

B) THE IMPROVEMENTS: All buildings, improvements, machinery and equipment now or hereafter purchased, constructed, located or installed on the Land and paid for with 2002 Bond Proceeds pursuant to said Lease, constituting the "Improvements" as referred to in said Lease and said Indenture, and more specifically described as follows:

A single story frame building with brick veneer and composition shingle roof, consisting of the original building of approximately 20,000 square feet housing 60 skilled nursing beds, an addition of approximately 12,300 square feet providing 20 beds and a dining room, and a storage facility addition of approximately 2,000 square feet.

The property described in paragraphs (A) and (B) of this Schedule I, together with any alterations or additional improvements property deemed a part of the Facility pursuant to and in accordance with the provisions of Sections 10.1 and 11.1 of the Lease, constitute the "Facility" as referred to in both the Lease and Indenture.

EXHIBIT B
SPECIAL WARRANTY DEED

THIS INDENTURE, made this ___ day of October, 2009, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantor"), and Homestead Health Center, Inc. (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars ($1,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the real property situated in Sedgwick County, Kansas, specifically described on Schedule I attached hereto and incorporated hereby.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or its predecessor or to the creation or suffering of which the Grantee or its predecessor has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee or its predecessor to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of October, 2009.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

_____
Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita Kansas, as the free act of such City.

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

_____
Notary Public

My Appointment Expires:

_____

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

HOMESTEAD HEALTH CENTER, INC.
SCHEDULE I

SCHEDULE I TO THE INDENTURE OF TRUST OF THE CITY OF WICHITA, KANSAS AND INTRUST BANK, N.A., WICHITA, KANSAS, AS TRUSTEE, DATED AS OF DECEMBER 1, 2002, AND TO THE LEASE DATED AS OF DECEMBER 1, 2002 BY AND BETWEEN SAID CITY AND HOMESTEAD HEALTH CENTER, INC.

PROPERTY SUBJECT TO LEASE

A) THE LAND: The following described real estate located in City of Wichita, Sedgwick County, Kansas, to wit:

Part of Block 2, GARDEN VILLA FIFTH ADDITION, to Wichita, Kansas, described as follows:

Beginning at the Southeast corner thereof, thence West along the South line of said Block 2, 410 feet; thence Northeasterly 199.7 feet to a point 901.42 feet South and 270 feet West of the Northeast corner of said Block 2, thence East parallel with the North line of said Block 2, 270 feet; thence South along the East line of said Block 2, 351.1 feet more or less to beginning;

Said real property constituting the "Land" as referred to in the Indenture and the Lease, subject to the following Permitted Encumbrances:

Easement, if any, established by affidavit of Kansas Gas and Electric Company recorded on File 287, Page 149;

Easement, if any, established by affidavit of Kansas Gas and Electric Company recorded on Film 287, Page 1106

B) THE IMPROVEMENTS: All buildings, improvements, machinery and equipment now or hereafter purchased, constructed, located or installed on the Land and paid for with 2002 Bond Proceeds pursuant to said Lease, constituting the "Improvements" as referred to in said Lease and said Indenture, and more specifically described as follows:

A single story frame building with brick veneer and composition shingle roof, consisting of the original building of approximately 20,000 square feet housing 60 skilled nursing beds, an addition of approximately 12,300 square feet providing 20 beds and a dining room, and a storage facility addition of approximately 2,000 square feet.

The property described in paragraphs (A) and (B) of this Schedule I, together with any alterations or additional improvements property deemed a part of the Facility pursuant to and in accordance with the provisions of Sections 10.1 and 11.1 of the Lease, constitute the "Facility" as referred to in both the Lease and Indenture.

EXHIBIT A
TERMINATION OF LEASE AGREEMENT

This TERMINATION OF LEASE AGREEMENT (the "Agreement") is made by and between the City of Wichita, Kansas, a municipal corporation, of Sedgwick County, Kansas (the "City"), and Homestead Health Center, Inc., a non-profit corporation (the "Tenant"). Unless a definition is otherwise provided in this Agreement, the capitalized terms used in this Agreement shall have the same meanings ascribed to them in the Lease as defined below.

WITNESSETH

WHEREAS, the City has previously issued its Health Care Facilities Revenue Bonds, Series VII, 1994 in the aggregate original principal amount of $1,470,000 and its Health Care Facilities Refunding Revenue Bonds, Series VI, 2002 (the "Bonds"), in the aggregate original principal amount of $780,000 in connection with the acquisition of the land described in Schedule I hereto (the "Land"), and the construction thereon of the improvements (said Land and Improvements being hereinafter referred to together as the "Facility"); and

WHEREAS, the 1994 Revenue Bonds were issued pursuant to Ordinance No. 42-459 passed and approved by the governing body of the City on July 19, 1994 and the 2002 Refunding Bonds were issued pursuant to Ordinance No. 45-504 passed and approved by the governing body of the City on December 10, 2002 (the "Ordinances"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the "Landlord"), and Homestead Health Center, Inc., as lessee (the "Tenant"), entered into a Lease Agreement dated as of December 1, 2002, (the "Lease"), a notice of which was filed of record at Film 2603, Page 0032 in the records of the Sedgwick County Register of Deeds; and

WHEREAS, the Tenant has paid in full, on or before August 31, 2009, all of the Bonds and Refunding Bonds; and

WHEREAS, following the payment in full of all of the Refunding Bonds, the Tenant has requested that the City convey title to the Project to Homestead Health Center, Inc., following the payment of the sum of $1,000 and all other payments required by Section 16.1 and 16.2 of the Lease;

NOW, THEREFORE, THE CITY DOES HEREBY STATE AND DECLARE that as of the date of delivery hereof the Lease, the Supplemental Lease, and the Notices thereof shall terminate and be of no further force and effect. The real property located in Sedgwick County, Kansas, affected by the Lease, the Supplemental Lease and this Termination of Lease is described in Schedule I attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties named above have caused this Termination of Lease to be duly executed in their respective names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, as of _____.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

_____
Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said State, came Carl Brewer and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, and said Mayor and City Clerk acknowledged that they executed the foregoing instrument in writing as the free act and deed of said City.

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

_____
Notary Public

[SEAL]

My Appointment Expires:

_____

HOMESTEAD HEALTH CENTER, INC.

By _____
_____

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On this _____ day of October, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the authorized representative of said Company and had signed the foregoing instrument in writing on behalf of said Company as the free act and deed of said Company.

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

_____
Notary Public

[SEAL]

My Appointment Expires:

_____

HOMESTEAD HEALTH CENTER, INC.

SCHEDULE I

SCHEDULE I TO THE INDENTURE OF TRUST OF THE CITY OF WICHITA, KANSAS AND INTRUST BANK, N.A., WICHITA, KANSAS, AS TRUSTEE, DATED AS OF DECEMBER 1, 2002, AND TO THE LEASE DATED AS OF DECEMBER 1, 2002 BY AND BETWEEN SAID CITY AND HOMESTEAD HEALTH CENTER, INC.

PROPERTY SUBJECT TO LEASE

A) THE LAND: The following described real estate located in City of Wichita, Sedgwick County, Kansas, to wit:

Part of Block 2, GARDEN VILLA FIFTH ADDITION, to Wichita, Kansas, described as follows:

Beginning at the Southeast corner thereof, thence West along the South line of said Block 2, 410 feet; thence Northeasterly 199.7 feet to a point 901.42 feet South and 270 feet West of the Northeast corner of said Block 2, thence East parallel with the North line of said Block 2, 270 feet; thence South along the East line of said Block 2, 351.1 feet more or less to beginning;

Said real property constituting the "Land" as referred to in the Indenture and the Lease, subject to the following Permitted Encumbrances:

Easement, if any, established by affidavit of Kansas Gas and Electric Company recorded on File 287, Page 149;

Easement, if any, established by affidavit of Kansas Gas and Electric Company recorded on Film 287, Page 1106

B) THE IMPROVEMENTS: All buildings, improvements, machinery and equipment now or hereafter purchased, constructed, located or installed on the Land and paid for with 2002 Bond Proceeds pursuant to said Lease, constituting the "Improvements" as referred to in said Lease and said Indenture, and more specifically described as follows:

A single story frame building with brick veneer and composition shingle roof, consisting of the original building of approximately 20,000 square feet housing 60 skilled nursing beds, an addition of approximately 12,300 square feet providing 20 beds and a dining room, and a storage facility addition of approximately 2,000 square feet.

The property described in paragraphs (A) and (B) of this Schedule I, together with any alterations or additional improvements property deemed a part of the Facility pursuant to and in accordance with the provisions of Sections 10.1 and 11.1 of the Lease, constitute the "Facility" as referred to in both the Lease and Indenture.

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Purchase Option (Innes Station) (District VI)

INITIATED BY: Urban Development Office

AGENDA: Consent Agenda

Recommendation: Adopt the Resolution authorizing a Special Warranty Deed and Termination of Lease Agreement.

Background: On February 3, 1998, the City Council approved the issuance of Multifamily Housing Revenue Bonds, Series II, 1998 in the aggregate original principal amount of $4,100,000 to Innes Station Partners, LLC. The purpose of the bonds was to acquire and remodel an existing structure for use as a multifamily rental residential development in Old Town. In addition to the bond financing, the project was financed with a HUD HOME loan.

Under the provisions of the 1998 Lease Agreement for the bond series, Innes Station Partners ("Tenant") has the option, if all outstanding bonds have been paid, to purchase the facility from the City of Wichita for the sum of $1,000. On August 15, 2009, staff received notice from the Tenant informing the City of Wichita of the company's intention to exercise its purchase option. The closing of the purchase is scheduled for December 1, 2009.

Analysis: Under the terms of the Lease, the City is required to convey the property securing the IRB issue to the Tenant, once the Tenant has paid the purchase price and other considerations as listed under the provisions of the Lease Agreement, including the payment of all outstanding bonds. The tenant also intends to repay the HOME loan on December 1, 2009. The Land Use Restriction Agreement relating to the Multifamily Housing Revenue Bonds will remain in place.

Financial Considerations: The purchase price is $1,000 and other considerations as listed under the provision of the Lease Agreement and Indenture to redeem and retire or defease all outstanding bonds. This price includes without limitations, principal, interest, redemption premium, and all other expenses of redemption, and trustee fees, but after the deduction of any amounts described and provided for in the Lease Agreement and available for such redemption.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City is contractually bound to convey the IRB Project property to the Tenant by Special Warranty Deed, once all the conditions established in the Lease and Indenture have been met. The City Attorney's Office has approved the form of the attached Resolution to authorize the execution of the Special Warranty Deed and the Termination of Lease Agreement (each in substantially the form attached to the Resolution).

Recommendations/Actions: It is recommended that City Council adopt the Resolution authorizing the Special Warranty Deed and the Termination of Lease Agreement.

Attachments: Resolution; Special Warranty Deed; Termination of Lease.

RESOLUTION NO. 09-330

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO CONVEY CERTAIN REAL PROPERTY TO INNES STATION PARTNERS, LLC, AND PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City has previously issued its Multifamily Housing Revenue Bonds, Series II, 1998 in the aggregate original principal amount of $4,100,000 for the purpose of providing funds to acquire and remodel an existing structure for use as a multifamily rental residential development described in Schedule I hereto (said Land and Improvements being hereinafter referred to together as the "Facility"); and

WHEREAS, the 1998 Revenue Bonds were issued pursuant to Ordinance No. 43-688 passed and approved by the governing body of the City on February 3, 1998 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the "Landlord"), and Innes Station Partners, LLC, as lessee (the "Developer"), entered into a Lease Purchase Agreement dated as of February 1, 1998, (the "Lease"), a notice of which was filed of record at Film 1756, Page 2144 in the records of the Sedgwick County Register of Deeds; and

WHEREAS, the Developer will pay in full, on or before December 1, 2009, all of the Bonds; and

WHEREAS, following the payment in full of all of the Bonds, the Developer has requested that the City convey title to the Project to Innes Station Partners, LLC, following the payment of the sum of $1,000 and all other payments required by Section 6.03 and 6.04 of the Lease;

WHEREAS, the City desires to convey said Project to the Developer upon satisfaction of the conditions specified herein.

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

Section 1. Approval of Conveyance. The conveyance by the City of the personal property described in Schedule I attached hereto and incorporated herein by reference (with such technical changes in such description as may be necessary to correct or update it) is hereby approved, upon the terms and conditions set forth herein.

Section 2. Authorization of Documents. The governing body hereby authorizes and approves the Termination of Lease Agreement, attached hereto as Exhibit A, and the Special Warranty Deed, attached hereto as Exhibit B, in substantially the forms presented to and reviewed by the governing body of the City at this meeting and attached to this Resolution (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 3. Execution of Documents. The Mayor is hereby authorized and directed to execute the Termination of Lease Agreement and the Bill of Sale, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City.

Section 4. Delivery of Documents. The Mayor, City Clerk, or other staff of the City, is hereby authorized and directed to deliver the Termination of Lease Agreement and the Special Warranty Deed.

Section 5. Further Authority. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project, terminate all interest of the City in the Project and carry out the intent of this Resolution.

ADOPTED by the governing body of the City of Wichita, Kansas, 13th day of October, 2009.

CITY OF WICHITA, KANSAS

By

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

_____

Gary E. Rebenstorf, Director of Law

INNES STATION PARTNERS, LLC

SCHEDULE I

EXHIBITS A AND B TO THE LEASE PURCHASE AGREEMENT DATED AS OF FEBRUARY 1, 1998, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, A BODY CORPORATE AND POLITIC CREATED AND EXISTING UNDER THE LAWS OF THE STATE OF KANSAS, AND INNES STATION PARTNERS, LLC, A KANSAS LIMITED LIABILITY COMPANY.

PROPERTY SUBJECT TO LEASE

Exhibit A

An approximately 80-unit multifamily apartment complex to be known as Innes Station, including all equipment, furnishings, fixtures, and facilities incidental or necessary in connection therewith, located on four city lots more particularly described in Exhibit B to the lease, at 701 East First Street, Wichita, Kansas.

Exhibit B

Lots 11,13, 15, and 17 on Mead Avenue, in East Wichita, Sedgwick County, Kansas.

Agenda Item No. XII-13

CITY OF WICHITA
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Lease Agreement for Event Parking – Private Parking Lot Owners (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the lease agreement.

Background: Carl Walker Parking, Inc. has been working for the City of Wichita to develop a Parking and Mobility Master Plan for Downtown Wichita. A component of that Plan addresses event parking related to INTRUST Bank Arena and Century II. Carl Walker has recommended that the City contract with private lot owners in the area; and city staff have identified certain private lots within approximately four blocks of the Arena that will serve as additional event parking to supplement the four existing City-owned lots A, B, C, & D. City staff are working with property owners to identify interested parties.

Analysis: The attached lease agreement form provides the standard lease terms for event-based leasing of private lots. The leases will be 12-month terms with options to renew. The lease provides that the lot owners will be notified at least 10 days in advance of the intent to use the lot. The owner has the option to allow or not allow the use. If permission is denied, they must control or close the lot; if permission is granted, the City will operate the lot and will pay the owner 40% of gross revenues based on the number of spaces in the lot as specified in the lease agreement. Rental rates will be determined by the walking distance from the arena and the event size. Rental will be subject to final prices approved as part of the Downtown Parking and Mobility Plan. The rate structure will only fluctuate as the event sizes change or should the City adjust rates throughout the system. If the City does not approach the owner for use, they may choose to operate the lot at their discretion. The City, or its subcontracted parking operator, will be responsible for staffing, event cleanup, and insurance on the lot during events.

Financial Considerations: Rent and operating costs will be paid out of the revenues from parking fees within the event parking system. No existing City funds will be used to pay private lot rentals or operations.

Goal Impact: Economic Vitality and Affordable Living. The availability of parking for downtown events ensures that growth and redevelopment continues in the core area.

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

Recommendation/Action: It is recommended that the City Council; 1) approve the form of the lease agreement; 2) authorize staff to finalize agreements with private parties; and 3) authorize the necessary signatures.

Attachments: Lease Agreement

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as the “Lease”) is made and entered into this _____ day of _____,_____, by and between (Property Owner’s Name), a (single owner, partnership, limited liability company, corporation, etc.) (hereinafter referred to as "Landlord"), and the City of Wichita (hereinafter referred to as "Tenant").

W I T N E S S E T H:

1. DESCRIPTION:

Landlord hereby leases to Tenant for use as a parking facility on that portion of a tract of real estate improved with a (structured parking facility or surface parking area) known as the (insert identifying name) parking facility and located between _____ and _____ and between _____ and _____ in the City of Wichita, State of Kansas, more fully described in Exhibit A - Legal Description attached hereto, together with all improvements thereon and appurtenances thereto, hereinafter referred to as the "Premises".

2. QUIET POSSESSION:

Landlord covenants that it has fee simple title to the Premises, and Landlord covenants and agrees with Tenant that so long as Tenant keeps and performs all the covenants and conditions to be kept and performed by Tenant, Tenant shall have quiet, undisturbed possession of the Premises on designated event days, free from all claims of any kind, nature or description. The Premises will be controlled by the Tenant (and/or the Tenant’s designated parking operator) from four hours before the start of each designated event to two hours after the end of each designated event. Landlord states that the Premises currently contains _____ parking spaces.

3. TERM:

This Lease shall commence on _____, 2010 and continue for a period of 12 (months/years) through _____, 20__, unless earlier terminated as provided herein.

In the event this Lease is terminated for any reason prior to _____, 20__, Landlord shall pay to Tenant the unamortized portion of any capital improvements approved by Landlord and made by Tenant to the Premises. A list of the initial improvements that have been approved by Landlord and an amortization schedule for such improvements, are attached hereto as Exhibits B, respectively, and incorporated herein by reference

If, at any time during the term of this Lease, Landlord intends to redevelop or modify the Premises in any way, Landlord may terminate this Lease on 90 days written notice to Tenant. The foregoing notwithstanding, at any time after the first three years of this Lease, including any renewal periods, Landlord, in its sole discretion and for any reason or no

reason at all, may terminate this Lease on 90 days written notice to Tenant. In the case of any such early termination, the term of this Lease shall terminate as of the end of the ninetieth (90th) day following the giving of such notice by Landlord to Tenant, and Tenant shall vacate the Premises as of the date of such early termination as if the term of the Lease had expired.

4. RENTAL:

The Tenant shall pay Landlord within fifteen days after the expiration of each month an amount equal to the number of events the Premises was utilized during the prior month, in part or in whole, multiplied by forty percent (40%) of the per vehicle charge for each event multiplied by the total number of spaces stated in Section 2 or the total number of spaces agreed to in writing by the Landlord and Tenant. The Tenant has sole authority to determine the event parking fees/rates.

Example Only

Per Vehicle Charge	*Landlord's Percentage*	*Landlord's per Vehicle Rent*	*Total Number of Parking Spaces*	*Landlord's Total Rent per Event*
$ 1.00	40%	$ 0.40	100	$ 40.00
$ 2.00	40%	$ 0.80	100	$ 80.00
$ 3.00	40%	$ 1.20	100	$ 120.00
$ 4.00	40%	$ 1.60	100	$ 160.00
$ 5.00	40%	$ 2.00	100	$ 200.00
$ 6.00	40%	$ 2.40	100	$ 240.00
$ 7.00	40%	$ 2.80	100	$ 280.00
$ 8.00	40%	$ 3.20	100	$ 320.00
$ 9.00	40%	$ 3.60	100	$ 360.00
$ 10.00	40%	$ 4.00	100	$ 400.00

Tenant shall provide Landlord with a minimum of 10 days written or electronic notice prior to a designated event date of its desire to utilize the Premises. Tenant is not obligated to utilize Premise for every designated event. For each designated event, Landlord shall provide a written or electronic denial for the utilization of the Premises if the Premises are not available. Landlord shall provide denial in writing within 5 business days from the delivery of Tenant's authorization request. If use of the Premises is denied, the Landlord will close or control the lot to ensure it is not used during the event. If written denial is not received within 5 business days of Tenant's authorization request it will be accepted that Tenant is authorized to utilize the Premises.

A request by the Tenant per this agreement to utilize the Premises that is not denied by the Landlord does not obligate the Tenant to utilize the Premises for a specific event. If the Premises are not utilized by the Tenant for any event parking, in part or in whole, there shall be no rental fee due to the Landlord for that event. In the event the Premises are not

utilized for event parking as requested by the Tenant, the Tenant shall be responsible for closing the Premises to event parking. If Tenant does not provide Landlord with written or electronic notice of its desire to utilize the Premises within 10 days of a designated event, Landlord shall be free to utilize the premises in any legal manner including but not limited to closing the premises to the public or leasing the property to the public.

5. RENEWAL OPTION:

Provided Tenant is not in default of this Lease, Tenant may elect to renew this Lease for an additional fixed term of 12 months by providing written notice to Landlord of Tenant's intent to renew not less than 60 days prior to the expiration of this Lease.

Should Tenant elect to renew this lease in accordance with the terms of this Section 5, then this Lease shall continue in full force and effect, for an additional period of 12 months, under the same terms and conditions.

6. MAINTENANCE AND REPAIR:

On event days Tenant shall bear the cost of and responsibility for the following routine maintenance items: set-up, teardown, and maintenance of event-specific signs and general parking lot cleaning after each designated event. Landlord shall be responsible for snow and ice removal and pothole repairs.

Tenant shall notify Landlord in writing of any spaces deemed inaccessible or unusable due to snow and/or ice, sinkholes or potholes within 1 business day of discovery. Tenant shall mark off and not utilize the space(s). Tenant shall subtract the total number of inaccessible or unusable spaces from the total number of spaces provided in Section 2. Until such time that the space(s) are accessible or usable this new number of spaces shall be utilized in the rental calculation in Section 4.

Tenant shall surrender the Premises at the termination of this Lease in good condition, ordinary wear and tear and casualty damage excepted. Tenant shall not be responsible for damage not caused by its employees' or contractors' negligence.

Tenant shall have no obligation to Landlord with respect to the condition, maintenance, or repair of any of the sidewalks which may be adjacent to or adjoin the Premises except as and to the extent damaged by Tenant or its employees in its use of the Premises.

The Premises shall be leased to Tenant in "as is, where is" condition, with no representations or warranties from Landlord other than those specifically included in this Lease, and Landlord shall have no obligation to repair the Premises, or any part thereof during the term of this Lease, including, without limitation, any repair of the parking garage/lot.

7. ALTERATIONS AND IMPROVEMENTS:

Tenant may, with prior written consent of Landlord, which shall not be unreasonably withheld, make alterations and improvements, including the installation of appropriate signage and revenue collection fixtures and/or equipment, at Tenant's expense, to the Premises as may be required for the purpose of Tenant's business; provided, however, that Landlord, upon the expiration of this Lease, may require Tenant to remove such equipment or improvements and restore the Premises as nearly as possible to its condition at the beginning of the Lease, ordinary wear and tear and other casualty excepted, by giving written notice to Tenant not later than the expiration of this Lease or any extension thereof.

8. USE OF PREMISES:

The Premises shall be used by Tenant for the purpose of operating a parking facility for use by the general public; and for no other purpose whatsoever.

The Premises shall not be used for any illegal purpose, nor in any manner to create any nuisance or trespass.

9. INSURANCE:

Tenant is a self insured municipal entity, and may elect not to obtain insurance from a third party insurer. If Tenant uses the services of a management contractor to oversee use of this facility, Tenant agrees to require of any such contractor the following types of insurance with limits not less than those set forth below and to have Landlord included as additional insured with respect to Tenant's operation of the Premises:

Commercial General Liability	$1,000,000 combined single limit each occurrence for bodily injury and property damage.
Umbrella Excess Coverage	$2,000,000
Garagekeeper's Legal Liability	$2,000,000 combined single limit each occurrence
Crime: Policy Limits:	$10,000 commercial blanket $10,000 broad form money inside $10,000 broad form money outside
Workers' Compensation:	Coverage A – Statutory Coverage B - $100,000

10. SECURITY:

Landlord's obligations under this Lease do not include the rendition of service, supervision or furnishing of personnel in connection with the personal safety and security of any persons within or about the Premises.

Tenant's obligations under this Lease do not include the rendition of service, supervision or furnishing of personnel in connection with the personal safety and security of any persons within or about the Premises.

11. ASSIGNMENT AND SUBLETTING:

Tenant shall not assign this Lease in whole or in part, nor shall Tenant sublet all or any part of the Premises, without the prior written consent of the Landlord, which consent may be granted or withheld. Should Landlord grant its consent to an assignment or sublease, no such assignment or sublease shall relieve Tenant from any obligations arising under this Lease, including, without limitation, the payment of rent and additional rent, and any indemnification obligations set forth in this Lease. Notwithstanding the foregoing, Tenant may assign this Lease without Landlord's consent if such assignment is made in connection with Tenant's sale of all or substantially all of its parking facility operations in Wichita, Kansas.

Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Premises. Any such sale, transfer or assignment shall operate to release Landlord from any and all liabilities under this Lease arising after the date of such sale, assignment or transfer.

12. DEFAULT:

In the event Tenant fails to pay any percentage rent when due and such failure is not cured within ten (10) business days after receipt of written notice of such failure by Landlord to Tenant (provided, however, that Landlord shall only be obligated to give such written notice of failure to pay to Tenant twice in any one twelve (12) month period hereunder) or in the event of a material default in the performance by Tenant of any other condition herein contained, and such default is not cured within thirty (30) days after receipt of written notice of such default by Landlord to Tenant, or such additional time as is reasonably necessary to cure the default, then, in any such case, Landlord may serve written notice upon Tenant that Landlord elects to terminate this Lease upon a specified date not less than thirty (30) days after such written notice and this Lease shall then terminate on that date so specified, and Landlord shall have the right to re-enter, repossess, or re-rent the premises upon such date.

If Landlord shall at any time fail to perform any of the covenants, conditions, or provisions of this Lease, and such default is not removed within thirty (30) days after receipt of written notice thereof from Tenant or such additional time as is reasonably necessary to cure the default, then, in any such case, Tenant may serve written notice upon Landlord that

Tenant elects to terminate this Lease upon a specified date, not less than thirty (30) days after such written notice, and this Lease shall then terminate on the date so specified.

13. INDEMNITY:

Tenant shall defend, indemnify and hold Landlord harmless from and against any and all actions, claims, losses and/or damages sustained by Landlord attributable to the use of the Premises by Tenant or any of its agents, servants, or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons, except to the extent arising from the negligence or willful misconduct of Landlord. The provisions of this Section 13 shall survive the expiration or earlier termination of this Lease.

14. CONDEMNATION AND OTHER TAKING:

In the event of any total or partial taking by eminent domain, or conveyance in lieu thereof which renders the Premises untenantable, this Lease shall terminate on the date of taking and all charges shall be prorated to such date. For condemnation purposes, Landlord and Tenant hereby agree that the term "untenantable" shall mean a condition in which Tenant is unable to reasonably carry on its business in the Premises by reason of a taking, in the reasonable judgment of Tenant.

15. DESTRUCTION OF, OR DAMAGE TO PREMISES:

If the Premises are damaged or destroyed by fire, storm, lightning, earthquake, or other casualty, and including destruction due to bombing, shelling, or other war/terrorism damage, this Lease shall be terminated and the rental accounted for as between Landlord and Tenant as of the date of such damage or destruction.

16. TAXES AND ASSESSMENTS:

Landlord will be responsible for payment of all property taxes and special assessments on the Premises. Tenant shall be responsible for the payment of all parking taxes and surcharges or any other assessment resulting from the Tenant's use of the Premises.

17. MISCELLANEOUS PROVISIONS:

It is mutually covenanted and agreed by and between the parties as follows:

(a) That this Lease shall be construed under the laws of the State of Kansas.

(b) That the captions of the Articles of this Lease are inserted for identification only, and shall not govern the construction, nor alter, vary, or change any of the terms, conditions, or provisions of this Lease or any Article thereof.

(c) Each provision herein shall be deemed separate and distinct from all other

provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.

(d) Any person, firm, corporation or other state franchised entity who may acquire an interest in the Premises leased hereby, or in the improvements thereon, shall take notice of all the terms and conditions set out herein as well as the covenants referred to herein, and shall be bound thereby.

(e) This Lease is the entire agreement between the parties concerning the subject matter of this Lease. This Lease does not create any third party beneficiary rights or interests for the Landlord in any other contract entered into by the Tenant and any third party.

(f) Landlord shall not grant any discounted, validated or free parking without the prior written consent of Tenant.

(g) This Lease is the entire agreement between the parties concerning the subject matter of this Lease. This Lease does not create any third party beneficiary rights or interests for the Landlord in any other contract entered into by the Tenant and any third party.

(h) In the event Tenant is not able to use the Premises on a designated event day due to any act or omission within control of the Landlord, and Landlord has not provided written or electronic denial within the required time, Landlord shall pay Tenant _____ dollars ($____) as liquidated damages for the breach. Landlord shall pay the liquidated damages within fifteen (15) days of notice by the Tenant; or in the alternative, Tenant may deduct all or any part of the liquidated damages from any rental payments due Landlord from Tenant.

(i) This Lease is the entire agreement between the parties concerning the subject matter of this Lease. This Lease does not create any third party beneficiary rights or interests for the Landlord in any other contract entered into by the Tenant and any third party.

18. <u>NOTICES</u>:

In the event notices are required to be sent under the provisions of this Lease, they will be mailed, postage prepaid by certified or registered mail, return receipt requested, or by nationally recognized next-day air courier service addressed as follows:

Landlord:	Tenant:
Insert Contact	Insert Contact
Insert Address	Insert Address

Either party may, by such notice, designate a new or other address to which notice may be mailed.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereto signed by their duly authorized officer on the date hereinbefore first written.

LANDLORD:

BY: _____

ITS:_____

TENANT:

BY: _____

ITS: _____

EXHIBITS

Agenda Item No. XII-14

CITY OF WICHITA
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Lease of Portion of City-owned Building at 1900 East 9th Street to Sedgwick County (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the lease agreement.

Background: Sedgwick County has leased a portion of the City-owned building at 1900 East 9th Street for their public health function. The remainder of the building is utilized by the Environmental Health Department of the City. The current lease has expired with no remaining options. The County would like to continue occupancy so a new lease has been drafted. The building has approximately 24,900 square feet. The County occupies approximately 10,724 square feet with the City utilizing 10,550 square feet and the remainder being common area.

Analysis: The previous lease called for the County to pay $123,705 per year on a leased area of 12,806 square feet ($9.66 per square foot). This amount was based on the costs to operate the facility. The operating costs have been reviewed and based on this review; the new rental is $110,866 per year ($10.34 per square foot). The lower total rent amount is the result of the County's leased area being reduced from 12,806 square feet to 10,550 square feet. The lease calls for annual increases of three percent to account for increased operating expenses. Rent is to be paid quarterly in equal installments. For the first year, the quarterly payments will be $27,721.50.

Financial Considerations: The City will receive lease revenue to offset operating costs associated with the operation of this facility.

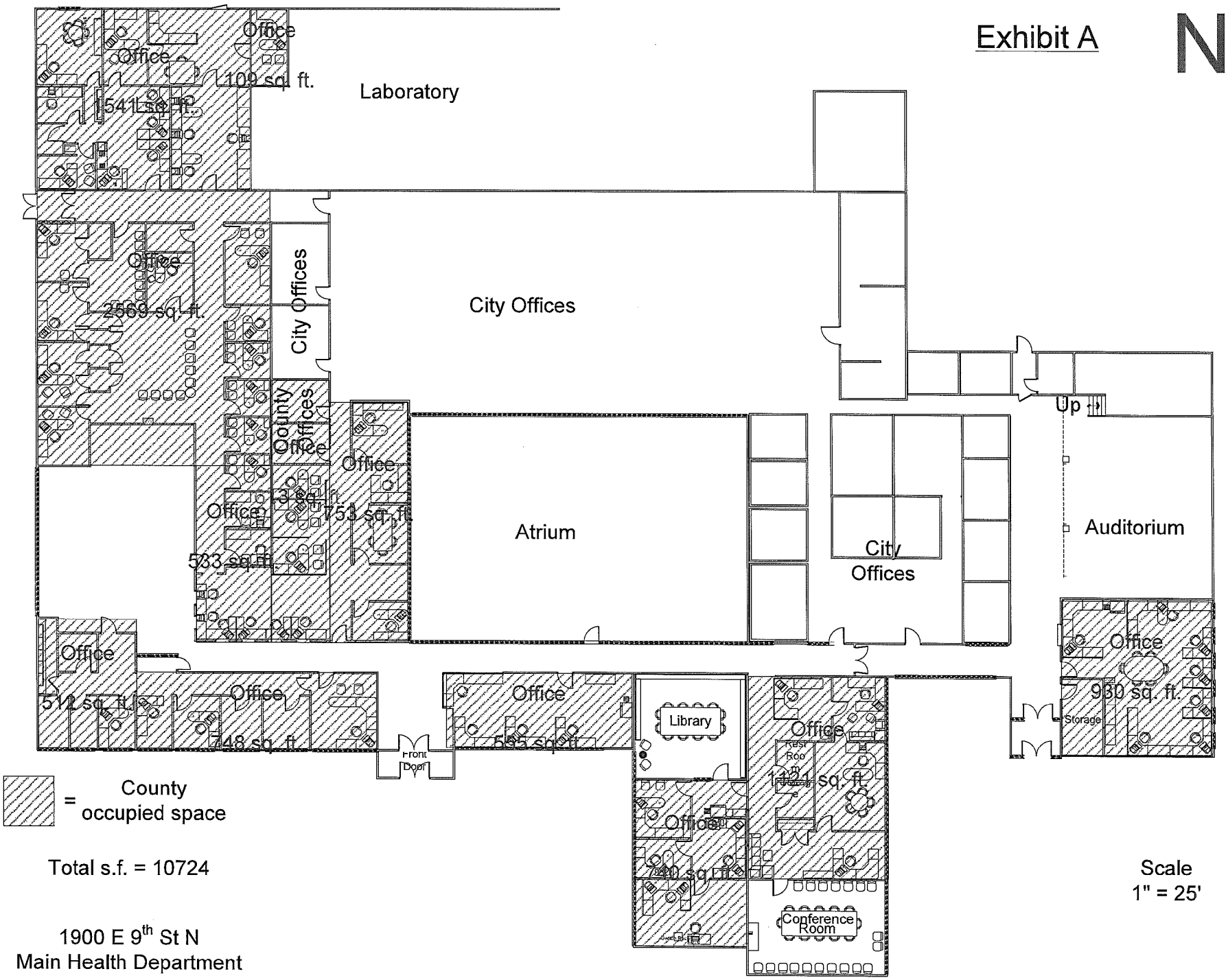
Goal Impact: This lease supports efficient infrastructure by maximizes the utilization of a City-owned asset and also supports quality of life by providing a location for the public health function for the County.

Legal Considerations: The Law Department will approve the lease agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the lease agreement and 2) Authorize all necessary signatures.

Attachments: Lease Agreement, Floor Plan

Exhibit A



Total s.f. = 10724

1900 E 9th St N
Main Health Department

Scale
1" = 25'

LEASE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2009

BY AND BETWEEN

City of Wichita, Kansas,
a municipal corporation,
455 North Main Street
Wichita, Kansas 67202

"LESSOR,"

AND

Sedgwick County, Kansas
525 N. Main
Wichita, Kansas 67203

"LESSEE."

WITNESSETH THAT:

WHEREAS, LESSOR is the owner of the following described real property, and in consideration of rents to be paid and the covenants to be observed as herein set forth, and each and every one of them, does hereby lease and rent to LESSEE, for the term and under the conditions herein set forth, the premises described in Exhibit A, incorporated herein and attached hereto, that portion commonly referred to as being located at 1900 East 9th, Wichita, Kansas;

WHEREAS, the above named parties are authorized to enter into contracts under K.S.A. 12-2908, and;

WHEREAS, the above named parties desire to enter into this Lease Agreement on the terms set forth herein;

NOW, THEREFORE, for and in consideration of the premises and rent provided herein and the mutual covenants and agreements recited herein, the above named parties do hereby agree and shall be bound as follows:

1. **TERM.** LESSOR hereby demises, lets and leases the above described real property together with the improvements thereon, to LESSEE for a term of five years commencing on the first (1st) day of October 2009, terminating on the thirtieth (30th) day of September, 2014

2. **RENT.** As part consideration for this Lease and as rent for the use of the Leased Premises, the LESSEE agrees to pay to LESSOR, during the first year of the Initial Term, the sum of One Hundred Ten Thousand Eight Hundred Eighty-six Dollars and Zero Cents ($110,886.00) Rent shall be payable without demand, deduction, discount, set-off and /or notice in advance in quarterly installments of Twenty-seven Thousand Seven Hundred Twenty-one Dollars and Fifty Cents ($27,721.500). During the Initial Term and any Renewal Terms, rent shall increase annually at a rate of three percent (3.0%) on each anniversary date of the Commencement Date as follows:

Year 1: $110,886
Year 2: $114,213
Year 3: $117,639
Year 4: $121,168
Year 5: $124,803

Rent shall be due on the first day of each calendar quarter during the term hereof, and rent for any partial quarter will be prorated.

All payments shall be made by check or money order and shall be made payable to the order of the City of Wichita, Kansas. All payment installments shall be mailed or hand- delivered to the Office of Property Management, 13th Floor, City Hall, 455 North Main Street, Wichita, 67202 on or before each monthly due date, until and unless such address is changed as LESSOR may specify from time to time by written notice delivered as stated hereinafter. All installments not received by the LESSOR by the tenth (10th) day after the date on which they are due shall be considered delinquent and Lessee shall pay to LESSOR a $100.00 late charge. The provision for such late charge shall be in addition to all of the LESSOR's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner.

3. **LESSEE'S INDEMNIFICATION AND NON-LIABILITY OF LESSOR**.

LESSEE acknowledges that LESSEE has examined the premises and acceptance of the space thereof and will acknowledge that there is in and about said premises nothing apparently dangerous to life, limb, health, or property. LESSEE agrees to enter into possession of said premises in its current "as-is" condition.

LESSOR shall not be liable to LESSEE or to LESSEE's employees, patrons, guests or visitors in or upon the leased premises for any damage to person or property directly caused by the negligence of LESSEE, the LESSEE's agents, employees, or invitees.

LESSEE shall not be liable to LESSOR or to LESSOR's employees, agents, patrons, guests or visitors in or upon the leased premises for any damage to person or property directly caused by the negligence of LESSOR, the LESSOR's agents, employees, or invitees.

LESSEE agrees to save and hold the LESSOR harmless of and from any claim arising with respect to any portion of the premises herein exclusively leased to LESSEE directly caused by LESSEE's negligent acts or omissions.

LESSOR shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, requisition or order of governmental body or authority or other matter beyond the reasonable control of LESSOR, or for any damage or inconvenience which may arise through repair or alteration of any part of the building, or failure to make repairs, or from any cause whatever except LESSOR's negligence.

4. **PUBLIC LIABILITY INSURANCE**. LESSEE may, upon submission of evidence to LESSOR that LESSEE has established sufficient means for self-insurance, elect to self-insure in favor of LESSOR against any loss from which LESSEE has agreed herein to hold LESSOR harmless or any loss to the facility as a result of any event of casualty usually covered by a standard Extended Coverage Insurance policy. LESSOR shall be the sole judge of the sufficiency of the evidence of self-insurance submitted by LESSEE, however, LESSOR shall act in good faith and may not unreasonably withhold its consent of LESSEE choosing the alternative of self-insurance. LESSEE agrees to insure property to actual cash value based on 2009 County-appraised value.

5. **WAIVER OF ANY BREACH**. Any waiver of any breach hereof or indulgence as to the payment of any installment of rent at any time, or from time to time, shall not be construed to be a waiver of any subsequent breach or imply any future indulgence.

6. **USE OF PREMISES**. The demised premises may be used and occupied only as a County Health Department and related uses unless prior written permission for other use is obtained from LESSOR. Further, LESSEE shall not use, or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said

premises are hereby leased. LESSEE shall not commit, or suffer to be committed, any waste upon said premises and LESSEE further agrees not to connect with electric wires, water, gas or sewer pipes, or any apparatus, machinery or device without the consent of LESSOR.

LESSEE shall neither use nor occupy the demised premises for any unlawful, disreputable or ultra hazardous business purpose or activity nor operate or conduct its business in a manner constituting a nuisance of any kind. Upon notice or discovery, LESSEE agrees to immediately take action and cease any activity or use in violation of this agreement.

7. **CONDUCT OF BUSINESS.** LESSEE will conduct its business, and control its agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy or disturb other occupants, guests, neighbors, or LESSOR in the management of the building.

8. **LESSOR'S COVENANTS.** It is agreed by the parties hereto that it shall be the duty and obligation of the LESSOR herein:

a. To deliver the leased premises to the LESSEE, at commencement of the term of this lease, in "as-is" condition with the exception that LESSOR will comply with ADA for the facility by:

(i) Making ADA improvements as indicated per the attached City of Wichita, Kansas Americans with Disabilities Act Transition Plan, described in Exhibit B, incorporated herein and attached hereto.

(ii) Making ADA improvements to those items that are on the Sedgwick County Transition Plan (described as Exhibit C, incorporated herein and attached hereto) that are not also listed on the City's plan.

(iii) Said improvements may be completed to meet the timelines established by either transition plan.

b. To permit LESSEE to use the adjacent parking spaces in a non-exclusive basis for parking for persons participating in its activities and without additional costs for such use to the LESSEE. Two reserved parking places for the Health Officer and the Personal Health Services Director will be provided.

c. To provide to LESSEE, contingent upon LESSEE's compliance with its covenants, dutics and obligations herein, the right to the quiet and peaceful possession of said premises for the full term of this lease.

d. To provide, at no additional cost to the Lessee, maintenance, pest control and custodial services to entire building, snow removal, ice treatment, and security for the sidewalks, parking lots and any outbuildings, including reimbursement for County's personal property damaged, destroyed or stolen by City or City's contractors.

e. To maintain property insurance coverage for the building.

9. **LESSEE'S COVENANTS.** In consideration of the foregoing, the LESSEE hereby agrees:

a. To promptly pay the specified rents for the leased premises in the manner and at the times as herein provided to the LESSOR, its successors and assigns, or to its agent.

b. To notify the LESSOR immediately of any major problem relative to the leased space, the building and/or the grounds.

c. To be responsible for repairs to furniture or furnishings owned by the Lessee.

10 .**MUTUAL WAIVERS OF SUBROGATION.** Each party hereby waives any and all claims against the other party for any and all liability or responsibility for any loss, injury or damage to any person(s), the leased premises, the building or the contents thereof which may be caused by fire, casualty, accident, or otherwise during the term of the Lease if, but only if, and only to the extent that, such loss or damage is covered by and recoverable under valid and collectible insurance carried by the waiving party.

11. **IMPROVEMENTS AND ALTERATIONS.** LESSEE shall make no material changes or alteration in said leased premises unless it shall first have obtained LESSOR'S written consent thereto.

All improvements which are not fixtures and which are not specifically identified as belonging to LESSOR shall remain the property of LESSEE. At the termination of this agreement, the LESSEE shall have the option of removing all such fixtures and leasehold improvements belonging to it and restoring the premises to their original condition, less ordinary wear and tear; or with the consent of LESSOR may leave said fixtures and leasehold improvements in place. In the event that said fixtures and leasehold improvements are not removed within fifteen (15) days after the termination of this lease, LESSOR shall have all or any part of such fixtures and leasehold improvements removed at LESSEE's sole expense.

12. **LIENS - REGULATIONS.** LESSEE shall not, during the term of this agreement, permit or suffer any lien or encumbrance to attach to the premises or any part thereof and shall indemnify and save harmless the LESSOR against the same. LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may be hereafter adopted by the City of Wichita, Kansas, in respect to the operation and maintenance of the premises described herein. Further, LESSEE shall comply with all laws and ordinances of the State of Kansas and the City of Wichita, Kansas, which have been enacted by any state or local governing body.

13. **SIGNS AND AWNINGS.** No sign, notice, awning, advertisement, picture or other inscription of any kind shall be placed or put upon any portion of the premises, unless the written consent of LESSOR shall first have been obtained.

14. **INSPECTION AND ENTRY.** It shall be lawful for LESSOR, its agents and representatives, at any reasonable hours in the day to enter into or upon said demised premises for the purpose of examining into the condition thereof, or to make such repairs and alteration as may be necessary for the safety and preservation of the said building, but without any obligation to make repairs, also to exhibit the said premises to let and to put upon said premises the usual for rent notice up to thirty (30) days preceding the expiration of the Lease, which said notice shall not be removed by said LESSEE, or for any other lawful purpose.

15. **OWNERSHIP REPRESENTATION.** Under no circumstances shall LESSEE represent to any party that the LESSEE is the owner of the property covered by the lease or the agent or trustee of the LESSOR. LESSEE understands and agrees that no authorization to act for, on or in behalf of the LESSOR is granted to the LESSEE.

16. **REMOVAL OF PROPERTY AND EQUIPMENT.** LESSEE shall have the right to remove from the leased premises at any time during the lease term any and all equipment placed therein and owned by LESSEE but not if the same are so permanently attached to the building that removal thereof will leave said building damaged or materially altered.

17. **NONDISCRIMINATION.** LESSEE agrees to comply with the requirements of City of Wichita Administrative Regulation #23, Nondiscrimination and Equal Opportunity Statement, which is marked Exhibit D hereto and incorporated herein.

18. **ASSIGNMENT AND SUBLEASE.**

a. It is agreed that this Lease Agreement, or any interest therein, shall not be assigned by the LESSEE, nor the property sublet in whole or in part, without the prior written consent of LESSOR, nor shall this lease, or any interest therein or thereunto be

sold or assigned or passed by adjudication of LESSEE as a bankrupt or through bankruptcy proceedings. In the event the lease is so assigned or the property sublet in whole or in part, the LESSEE is not relieved from any of its obligations and liabilities under this Lease Agreement, but rather, remains liable for performance under the Lease Agreement.

b. In the event the LESSEE rents or subleases the premises in whole or in part with the LESSOR'S consent as herein provided, and if any rents received by the LESSEE under any such sublease are in excess of the rent amount payable by the LESSEE under this lease, or any additional consideration is paid to LESSEE by the assignee under any such assignment, then LESSOR hereby declares one half of such excess rents under any sublease or such additional consideration for an assignment to be due and payable by LESSEE to LESSOR as additional rent hereunder.

c. LESSOR shall have the right to transfer and assign, in whole or in part, any of its rights under this lease, and in the Building and property referred to herein; and, to the extent that such assignee assumes LESSOR'S obligations hereunder, LESSOR shall by virtue of such assignment be released for such obligations.

19. **RECEIPTS FROM ASSIGNEE OR SUBTENANT.** The receipt by the LESSOR of rent from any assignee, subtenant or occupant of the demised premises shall not be deemed a waiver of the covenant in this lease contained against assignment and subletting or an acceptance of the assignee, subtenant or occupant as tenant or a release of the LESSEE from the further observance or performance by the LESSEE to be observed and performed. No provision of this lease shall be deemed to have been waived by the LESSOR unless such waiver is in writing signed by the LESSOR.

20. **DESTRUCTION.** In the event of the destruction of the building containing said leased premises by fire, windstorm, or other cause, this lease shall immediately terminate and cease unless LESSOR shall within ten (10) days thereafter notify LESSEE in writing of LESSOR'S desire to continue said lease, in which event said LESSOR shall be obligated to restore said building in due and reasonable time to substantially its former condition except as to any property owned by LESSEE therein, and in that event, the rent shall be abated until said leased premises are restored to condition for occupancy. Slight or partial damage by fire, windstorm, or other cause, which does not render the building substantially unfit for use and occupancy shall not affect the terms of this lease.

21. **EVENT OF CASUALTY.** In the event the improvements on the premises shall be damaged or destroyed by casualty as to become untenable, then LESSOR may, if LESSOR so elects, give notice in writing terminating this lease upon proper notice.

22. **EVENTS OF DEFAULT.** The following shall be considered, for all purposes, to be defaults under and breaches of this lease by LESSEE:

a. Any failure of LESSEE to pay any rent installment hereby reserved and such failure shall continue for a period of twenty (20) days from the date such rent is due.

b. Failure of LESSEE to perform or observe any of the terms, provisions, conditions and covenants of this lease, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to LESSEE.

c. LESSEE shall become bankrupt or insolvent, or file or have filed against it a petition in bankruptcy, or the reorganization or arrangement, or for the appointment of a

receiver or trustee of all or a substantial portion of the LESSEE's property, or LESSEE makes an assignment for the benefit of creditors.

d. If LESSEE abandons or vacates any substantial portion of the demised premises for a period of ten (10) days or more, or this lease or LESSEE's interest herein.

e. The premises come into the hands of any person other than is expressly permitted under this agreement.

23. **TERMINATION.** This agreement shall terminate without any further required notice upon occurrence of any of the following.

a. The expiration of the lease term or any extension thereof.

b. Any default or breach of any covenants and provisions of the Lease Agreement by the LESSEE and failure to cure such breach by LESSEE after notice periods identified hereinbefore in Section 22 In which case the LESSOR shall be entitled to possession of the leased premises, and LESSOR may distrain for rent due and damages and recover possession of said leased premises as provided by law.

c. Upon one hundred eighty (180) days after declaration by the LESSOR that the premises is needed for public purpose.

d. Upon one hundred eighty (180) days notice by LESSEE of LESSEE's intent to terminate lease agreement.

24. **ENFORCEABILITY.** No waiver by LESSOR or LESSEE of any breach of any term, covenant or condition hereof shall be deemed to be a waiver of the same, or subsequent breach of the same, or any other term, covenant or condition. The acceptance of rent by LESSOR shall not be deemed a waiver of any earlier breach by LESSEE of any term, covenant, or condition hereof, regardless of LESSOR'S knowledge of such breach, when such rent is accepted, unless LESSOR specifically agrees thereto. No covenant, term or condition of this lease shall be deemed waived by LESSOR, or LESSEE, unless waived in writing.

25. **BINDING ON PARTIES.** Subject to the limitations provided hereinbefore hereof, this lease agreement shall be, jointly and severally, binding on the parties hereto, their respective heirs, devices, successors and assigns.

26. **NOTICE.** All LESSEE correspondence, notices and demands to LESSOR must be given in writing to:

Office of Property Management
Attention: John C. Philbrick
City Hall - 13th Floor
455 North Main Street
Wichita, Kansas 67202

All LESSOR correspondence, notices and demands to LESSEE must be given in writing to:

Project Services
Attention: April Powell
538 N. Main
Wichita, Kansas 67203

And

Office of the County Counselor
Attention: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203

27. **EXHIBITS.** All of the exhibits referenced hereinabove are part of the Lease agreement as if fully set forth herein.

28. **CAPTIONS.** The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

29. **SEPARABILITY.** If any clause or provision of this lease is determined to be illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

30. **AMENDMENTS; BINDING EFFECT.** This lease may not be altered, changed or amended, except by instrument in writing signed by the parties hereto. All terms, provisions, covenants and conditions contained in this lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors, in interest and legal representatives, except as otherwise herein expressly provided.

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

County is obligated to pay only periodic payments under this lease agreement as may lawfully be made from a) funds budgeted and appropriated for that purpose during such LESSEE's current budget year or (b) funds made available from any lawfully operated revenue producing source.

LESSEE does not guarantee that unbudgeted funds will be made available for payment of the above-referenced obligations. In the event such funds are not budgeted, then this Lease and any addenda shall terminate effective December 31 of the year in which such budget is approved, and LESSEE shall not be obligated to pay any further amounts hereunder. LESSEE does agree to use good faith in securing availability of future funding.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate the day and year first above written.

LESSOR

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

LESSEE:
SEDGWICK COUNTY, KANSAS

By_____
Kelly Parks, Chairman
Board of County Commissioners

Approved as to form:

_____
Gary E. Rebenstorf
Director of Law

Approved as to form:

_____
Jennifer Magana
Deputy County Counselor

ATTEST:

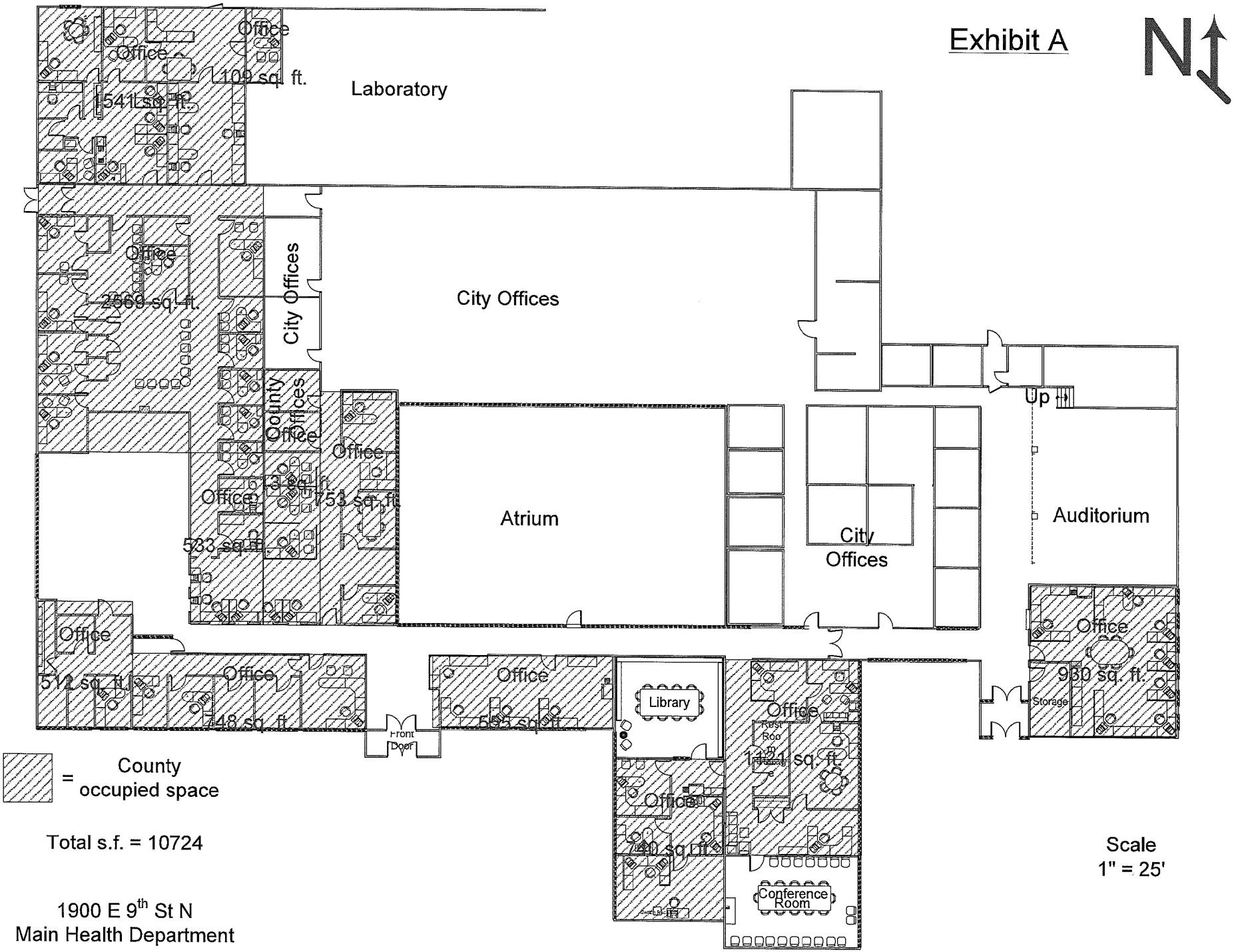
_____
Kelly B. Arnold
County Clerk

REVIEWED BY:

_____
Paula Downs
Director – Project Services

S:\SHARED\WPDAT\LEASES\9th Street Health Department Lease 5-05.doc

Exhibit A


N
Laboratory
Office
109 sq. ft.
Office
1541 sq. ft.
Office
2569 sq. ft.
City Offices
City Offices
County Offices
Office
Office
753 sq. ft.
Office
533 sq. ft.
Atrium
City Offices
Up
Auditorium
Office
930 sq. ft.
Storage
Office
512 sq. ft.
Office
748 sq. ft.
Front Door
Office
Library
Office
1121 sq. ft.
Office
740 sq. ft.
Conference Room
= County occupied space
Total s.f. = 10724
1900 E 9th St N
Main Health Department
Scale
1" = 25'

CITY OF WICHITA
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Sale of a Portion of Skyway Industrial Park (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: As a result of recommendations by the City's Industrial Land Task Force, in 1999 and 2003, the City Council approved the acquisition of Skyway Industrial Park. The property acquired had 139.5 acres total. The property was zoned and platted as an industrial park with 27 platted lots. A replat is in process to reduce the number of lots to three, thus increasing the marketability of the property to larger users. A national distribution firm has approached the City about acquiring 29.95 acres of the site to relocate a distribution facility.

Analysis: After negotiation, the parties arrived at a purchase price of $41,382 per acre ($.95 per square foot). This price approximates market value for a parcel of this type and location. Based on the 29.95 acres, the total purchase price will be $1,239,390. The buyer will deposit $50,000 as earnest money and will have 120 days to complete due diligence. The City will be responsible for a 5.0% real estate commission on the sale. The contract provides that the City will pay up to $50,000 if there are costs associated with providing utilities to the site that are discovered during due diligence.

Financial Considerations: The City will receive cash consideration for the sale of the property, less the sales commission. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and development of this property will support the economic vitality of the area by creating jobs and increasing the tax base.

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

Recommendation/Action: It is recommended that the City Council approve the Real Estate Purchase Contracts and authorize all necessary signatures.

Attachments: Real estate agreement and aerial.

REAL ESTATE SALE CONTRACT

THIS REAL ESTATE SALE CONTRACT (the "Contract"), is made and entered into this ____ day of September, 2009, hereinafter referred to as "Effective Date", by and between the City of Wichita, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," and Acquisition Group, L.L.C., a Kansas limited liability company, party of the Second Part, hereinafter referred to as "Buyer," and its assigns.

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 sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

   An approximate 29.95 acre parcel located at the southern portion of Skyway Industrial Park, Wichita, Kansas as shown on "Exhibit A" attached (the "Property").

   The exact legal description and size of the Property will be determined by a survey to be ordered by Seller and delivered to Buyer within thirty (30) days of the Effective Date (the "Survey"). The cost of the Survey shall be split evenly between Buyer and Seller.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to it of the Property, the sum of Forty-one Thousand Three Hundred Eighty-two Dollars and Zero Cents ($41,382) per acre based on the size of the Property as determined by the Survey (the "Purchase Price") The Purchase Price shall be paid in the manner following to-wit: cash at Closing (defined hereafter).

3. Buyer shall, on or before five (5) business days after the Effective Date, deliver to First American Title Company of the Northwest and Midstates, Inc., c/o Carol Hays (the "Title Company"), the sum of Fifty Thousand Dollars and Zero Cents ($50,000.00) (the "Earnest Money"). The Earnest Money shall be invested in an interest bearing account acceptable to Buyer. The interest earned on the Earnest Money shall be added to and become part of the Earnest Money. In the event Buyer should fail to cure any default in the performance of its obligations hereunder within fifteen (15) days after receiving written notice thereof from Seller, specifically setting out such default and advising what must be done to correct such default, this Contract shall be considered terminated and, thereupon, as Seller's sole and only remedy, Seller shall be entitled to the Earnest Money which shall be accepted by Seller, not as a penalty but as complete liquidated damages and the parties shall be under no further obligation to each other. If Seller should default hereunder, Buyer shall be entitled to a return of the Earnest Money and shall be entitled to pursue the remedy of specific performance and/or any other remedies available to it at law or equity.

4. Buyer shall have one hundred twenty (120) days from the Effective Date (the "Due Diligence Period") to perform tests and studies as deemed necessary by Buyer to determine the suitability of the Property for Buyer's intended use. Buyer shall have the right to enter upon the Property for the purpose of performing such examinations, investigations, surveys, and analysis, and tests as Buyer may deem appropriate. Buyer shall indemnify Seller and restore the Property to substantially the same pre-test conditions upon termination of this Contract. Buyer may terminate this Contract by providing Seller written notice of such termination by midnight C.S.T. on the last day of Due Diligence Period, in which event Buyer shall receive a return of the Earnest Money. Upon acceptance of the condition of the Property, as evidenced by Buyer's

failure to terminate the Contract as provided for herein, Buyer deposit with the Title Company additional Earnest Money in the amount necessary to bring the total Earnest Money deposit to One Hundred Thousand Dollars and Zero Cents ($100,000.00). Furthermore, upon Buyer's acceptance of the condition of the Property, the Earnest Money shall become non-refundable and shall be credited to the Purchase Price at Closing; provided, however, that the Earnest Money shall not be considered non-refundable to Buyer in the event of Seller's default hereunder, in which case the Earnest Money shall be returned to Buyer as provided for in Section 3 hereof.

Buyer shall have the right to extend the Due Diligence Period for up to three (3) additional periods of thirty (30) days each upon delivery of written notice of Buyer's intent to exercise its right to extend the Due Diligence Period to Seller and Title Company. Said notice shall be delivered prior to the expiration of the then current Due Diligence Period. Buyer shall deposit an additional Ten Thousand Dollars and Zero Cents ($10,000.00) to the Earnest Money for each extension. These payments shall be additional non-refundable Earnest Money to be credited to the Purchase Price at Closing provided, however, that the Earnest Money shall not be considered non-refundable to Buyer in the event of Seller's default hereunder, in which case the Earnest Money shall be returned to Buyer as provided for in Section 3 hereof. If Buyer exercises any of the extensions and then elects to terminate the Contract, Buyer shall receive a return of the initial Fifty Thousand Dollar and Zero Cents ($50,000.00) Earnest Money, but any extension payments become property of Seller.

5. Seller and Buyer agree to convey merchantable title in and to the Property, subject to easements, restrictions and special assessments of record, if any, acceptable to Buyer. Buyer shall, at its sole cost and expense, obtain a title commitment from the Title Company insuring the Property, showing a merchantable title vested in the Seller's name (the "Commitment"). Buyer shall have until the expiration of the Due Diligence Period in which to object to any matters reflected on the Commitment and Seller shall cure any such objections prior to Closing.

6. Within ten (10) days after the Effective Date, Seller shall provide to Buyer copies of all a copy of all reports and information concerning the Property, including, but not limited to, engineering and soil reports, site plans, and environmental notices and reports, lot splits, plats, and zoning correspondence and reports, if any, which are in Seller's possession.

7. A duly executed copy of this Contract shall be delivered to the parties hereto.

8. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the Closing Date (defined hereafter). Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of Closing.

9. The Seller further agrees to convey the Property in its current condition with the following exceptions: (i) Seller will provide access to the Property through ingress/egress easements and an access opening with standard curb cuts; and (ii) all utilities, including but not limited to water, sewer, electric, gas, and telephone, shall be within right of way easements adjacent to the boundary lines of the Property (the foregoing conditions to be referred to herein as the "Infrastructure"). Prior to the expiration of the Due Diligence Period, the parties shall develop a plan for completion of the Infrastructure (if necessary), which plan shall set forth in the work to be completed to satisfy the foregoing conditions, the party responsible for completing such work, and the dates for the completion of such work. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that in no event shall Seller be required to expend more than

Fifty Thousand Dollars and no/100 ($50,000.00) in connection with the completion of the Infrastructure and that Buyer shall be solely responsible for all tap and connection fees related to the utilities servicing the Property.

10. Seller shall place no encumbrances on the Property during the period from execution of this Contract to Closing.

11. 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 within thirty (30) days after the end of the Due Diligence Period, as extended (the "Closing Date").

12. Exclusive possession of the Property shall be given to Buyer at Closing

13. Closing costs shall be paid 50% by Buyer and 50% by Seller.

14. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

15. Seller makes no warranty or guarantee as to the suitability of the Property for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense shall examine the Property in order to determine such suitability including but not limited to:

    A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
    B. The presence or absence of any contamination by any hazardous substance;
    C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
    D. The nature, extent, and cost of public utilities needed to serve all or a portion of the Property;
    E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of the Property;
    F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

16. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the Property as described above for the following uses shall be prohibited:

    A. Adult Book and Video Stores
    B. Community Correctional Facilities
    C. Half-way Houses
    D. Drug or Alcohol Rehabilitation Facilities
    E. Multi-game, Casino-style Gambling Facilities
    F. New or Used Car Sales
    G. Commercial Billboards

17. The covenants and agreements contained in Paragraphs 15 and 16 shall survive the closing of the sale intended hereby, and they shall bind the Buyer as fully after the sale as they do before.

18. Buyer hereby agrees; a) Buyer is accepting the Property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this Contract and any future decisions it may make with regard to the Property have been and will be made based on its own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved based on any such representations or warranties.

19. Seller and Buyer each represent and warrant to each other that they have not had any dealings with any real estate broker, finders or agents in connection with this Contract other than J. P. Weigand and Sons, Inc. ("Weigand") and Bradley Tidemann ("Tidemann"). Weigand and Tidemann are acting as transaction brokers with respect to the transaction contemplated by this Contract. Buyer discloses that one or more of its members and/or agents are licensed real estate brokers. Seller and Buyer each acknowledge that Seller shall be solely responsible for a six percent (6%) real estate commission to be paid to Weigand. Seller and Buyer agree that no other party is entitled to be paid a fee or commission in connection with the transaction contemplated by this Contract. If any other individual or entity shall assert a claim to a finder's fee, commission or similar fee against either Buyer or Seller, then the party who is alleged to have retained such individual or entity shall and does hereby agree to indemnify and hold harmless the other party from and against any such claim and all costs, expenses or liabilities and damages incurred in connection with such claim or any action or proceeding brought thereon. Notwithstanding any other provision of this Contract to the contrary, the indemnity and hold harmless provisions contained in this Section shall survive the Closing and, if this Contract is terminated, termination of this Contract.

20. Upon closing of title, all promises, statements and obligations merge in the deed except as herein defined, and thereafter Buyer will be deemed to have waived all claims and causes of action against Seller, his agents or assigns, for a breach of this Contract.

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

BUYER
Acquisition Group, L.L.C.
By: Acquisition Group Partners,
Its Sole Member

By:_____
Name:_____

SELLER
By Direction of the City Council

_____
Carl Brewer, Mayor

ATTEST:

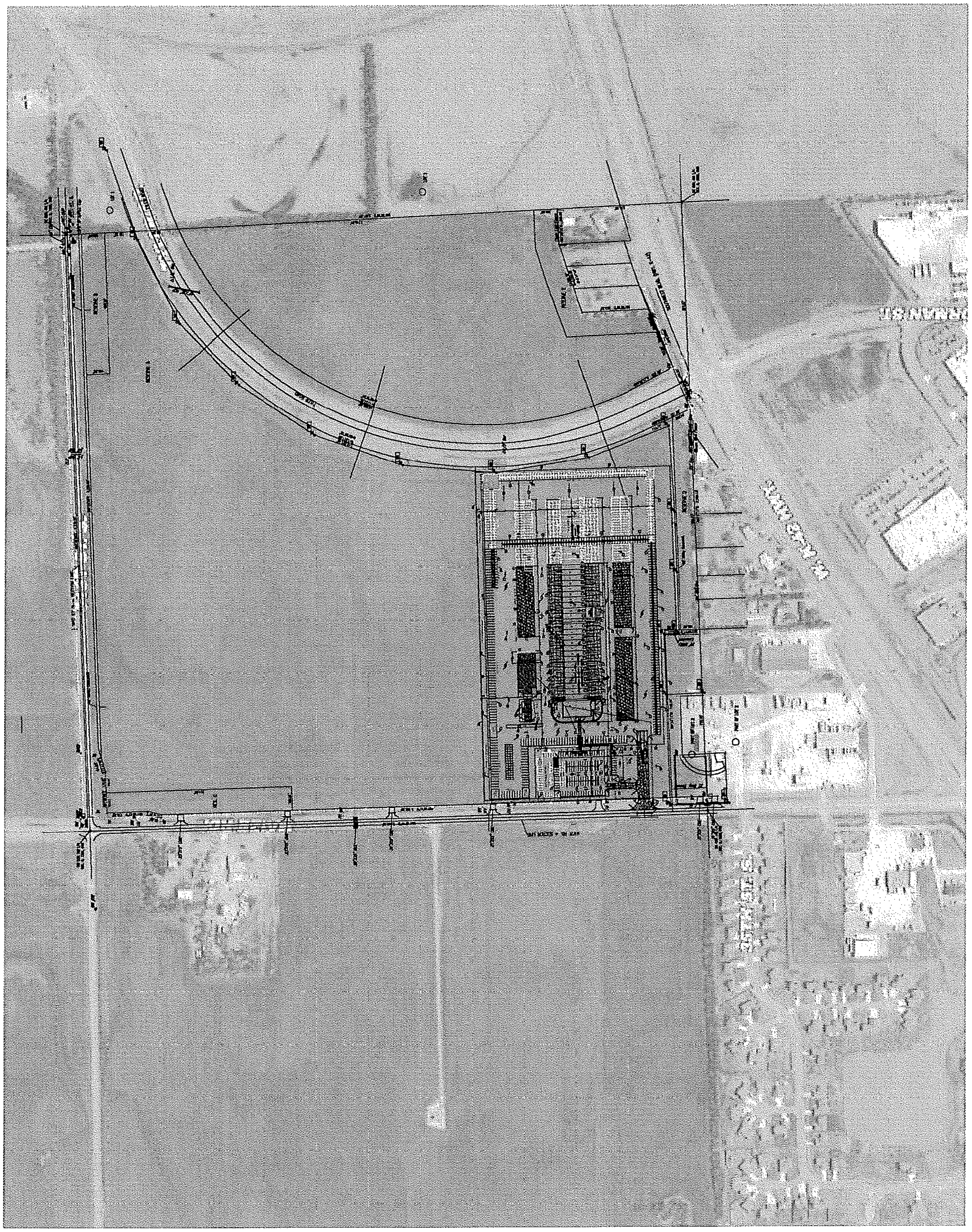
_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

459679.4

CAD: O:\Draw\FEDEX FREIGHT\FREIGHT WICHITA\09162 one-step - JONES.dwg, Layout2, 5/12/2009 9:53:38 AM, PDF995.pc3



AERIAL PLAN

1" = 200'

N

SHEET NUMBER

AR1.0

OF:

PROJECT REVISIONS

DESIGNER:
DRAWN BY:
JOB NO.:
DATE: 05-12-09

JDC
JONES DEVELOPMENT COMPANY

WICHITA, KANSAS

FedEx Freight

BILL THOMAS DESIGN

Agenda Item No. XII-16

City of Wichita
City Council Meeting
October 13, 2009

To: Mayor and City Council

Subject: Homelessness Prevention and Rapid Re-Housing Contract Amendments

Initiated By: Housing and Community Services Department

Agenda: Consent

Recommendation: Approve the contract amendments and authorize the necessary signatures.

Background: Wichita is recognized as an "entitlement" city by the U.S. Department of Housing and Urban Development (HUD). Because of the City's "entitlement" status, Wichita is scheduled to receive a direct allocation of funds from the American Recovery and Reinvestment Act of 2009 (ARRA) for the Homelessness Prevention and Rapid Re-Housing Program (HPRP). HUD approved the City's substantial amendment for administration of the HPRP funds in June, 2009.

On July 21, 2009, the City Council approved a contract with the United Way of the Plains for the Data Collection and Evaluation component of the HPRP. On September 15, 2009, the City Council approved contracts with the United Way of the Plains and Catholic Charities, to administer the Homelessness Prevention and Rapid Re-Housing components of the HPRP, respectively.

Analysis: Due to the short amount of time available to prepare the contract documents for approval prior to the September 30, 2009 deadline imposed by HUD, both agencies have requested that minor technical amendments be made on all contracts. Housing and Community Services Department staff have been made aware of minor technical amendments which are necessary on both contracts.

Financial Consideration: The City's allocation of Homelessness Prevention and Rapid Re-Housing Program funds is $1,168,490. The Data Collection and Evaluation contract has been approved in an amount not to exceed $116,849. The Homelessness Prevention and Rapid Re-Housing contracts have been approved in the amount of $422,117 each. The proposed amendments do not impact the approved allocation amounts. All are federal funds; no City funds will be required to implement this program. The remaining HPRP funds will be programmed for administration and other programmatic needs as they arise.

Goal Impact: Expenditure of Homelessness Prevention and Rapid Re-Housing Program funds will impact Economic Vitality & Affordable Living and Quality of Life goals.

Legal Consideration: Contract amendments have been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the contract amendments and authorize the necessary signatures.

Attachments: Contract amendments.

CONTRACT AGREEMENT

between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT

and

UNITED WAY OF THE PLAINS

For

Homelessness Prevention

for the

Homelessness Prevention and Rapid Re-Housing Program

October 1, 2009 – July 21, 2012

Housing and Community Services Department
Community Investments Division
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3722
Fax (316) 462-3719

No.

PART A
AGREEMENT

THIS CONTRACT (hereinafter the "Agreement") entered into this 1st day of October, 2009 by and between the City of Wichita, Kansas (hereinafter the "City") and United Way of the Plains (hereinafter the "Non-profit subgrantee"), located at 245 N. Water, Wichita, KS 67202.

WITNESSETH THAT:

WHEREAS, funding to be made available by the City under this Agreement has been approved by the United States Congress and grant allocations made by the U.S. Department of Housing and Urban Development.

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title XII of Division A of the American Recovery and Reinvestment Act of 2009, and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita for implementation of the Homelessness Prevention and Rapid Re-Housing Program; and

WHEREAS, the cooperation of the City and the Non-profit subgrantee is essential for the successful implementation of Homelessness Prevention and Rapid Re-Housing Program (HPRP);

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

WHEREAS, on May 12, 2009 the Wichita City Council approved the substantial amendment to the Consolidated Plan to implement the HPRP; and

WHEREAS, on September 15, 2009 the Wichita City Council approved the contract agreement between the City and United Way of the Plains;

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

1. SCOPE OF SERVICES

1. Scope of Services: The United Way of the Plains (Non-profit subgrantee) will operate a Homeless Prevention Network which meets the expectations of the funding source, the Homelessness Prevention and Rapid Re-Housing Program. The Non-profit subgrantee which will assist those who are at risk of becoming homeless and who would be homeless but for the program, to obtain and maintain housing. The Non-profit subgrantee will seek partners to create a network of service providers who can assist in identifying clients and assisting them to find resources necessary to maintain their housing. By centralizing the intake process the Non-profit subgrantee will create a uniform process for targeting assistance that assesses the risk of homelessness, assesses strengths and barriers to stable, permanent housing and coordinates service provision and financial assistance. The full scope of services of the Homeless Prevention Network is included as Attachment C.

2. Revision of Scope: The approved objectives and accomplishments in Attachment G may be modified, revised or amended upon the joint written consent of the parties. The City may revise the budget items in Attachments E and F when necessary. The Non-profit subgrantee may request a budget revision at any time. However, prior to any purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Non-profit subgrantee 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 in light of the purposes of this contract through a period of 34 months ending no later than July 21, 2012, unless an extension has been approved by the City by that date OR unless the Agreement is terminated earlier in accordance with other provisions herein.

3. COMPENSATION AND USE OF FUNDS

Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the American Recovery and Reinvestment Act of 2009, other regulations governing the use of contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. ***It is the Non-profit subgrantee's responsibility to read, understand, and comply with these regulations and to timely provide any information necessary to enable the City to comply with its own reporting obligation .***

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Non-profit subgrantee shall comply with, and adhere to:
   a. Office of Management and Budget (OMB) Circular No. A-110, Uniform Administrative Requirements of Grants and Other Agreements with Institution of Higher Education, Hospitals and Other Nonprofit Organizations; and
   b. OMB Circular No. A-122, Cost Principles for Nonprofit Organizations; and
   c. 24 CFR 85.44

2. Total Payments: Total amount of funds provided by the City to the Non-profit subgrantee under this Agreement shall not exceed $422,117. At the sole discretion of the City, any funds deemed to be in excess of the need to comply with the scope of services, will be de-obligated from this Agreement and made available for other eligible program costs, as determined appropriate by the City. Pursuant to the Grant Agreement between the City and HUD, the City shall also have the discretion to increase the amount of funds at a time in the future and as dictated by program needs.

3. Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in Attachment E, and for which the Non-profit subgrantee has made payment during the period of performance set forth in Section 2.1 above. The City agrees to reimburse the Non-profit subgrantee for such costs, and payment shall be made upon receipt of a request for reimbursement from the Non-profit subgrantee specifying the services performed or expenses incurred. The Non-profit subgrantee must use the reimbursement request form provided by the City (Attachment F). All requests for reimbursement must be accompanied by documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.) and other supporting documentation such as reports submitted.

4. Double Reimbursement: The Non-profit subgrantee shall not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue.

5. Restriction on Disbursements: No entitlement funds shall be disbursed to a Non-profit subgrantee or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated.

6. Withholding Payments: All payments to the Non-profit subgrantee are subject to the Non-profit subgrantee's compliance with this Agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.

7. Closeout Reimbursement: Closeout billings are to be submitted 10 working days after termination of the contract, or as further defined by HUD. If not submitted, the unexpended funds shall revert to the City of Wichita.

8. Program Income: This Agreement will not generate Program Income.

9. Refund of Income: This Agreement will not generate Earned Income.

4. USE AND DISPOSITION OF PROPERTY

1. Property Disposition: It is not expected that the Non-profit subgrantee will make purchases of property or services related to the implementation of this Agreement. Should such purchases be made, they will remain the property of the Non-profit subgrantee until such time as they are no longer needed. At such time, the Non-profit subgrantee will inquire of the City as to the appropriate disposition of such property.

2. Disposition of Real Property: It is not anticipated that this Agreement will require the purchase of real property.

5. ASSIGNMENTS

1. Assignability: Neither the City nor the Non-profit subgrantee shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.

2. Subcontracting/Third Party Contracts: The very nature of certain project activities requires subcontracting. Third parties may be procured for a variety of services, including but not limited to demolition, construction, and renovation; legal services; and engineering services. The Non-profit subgrantee agrees to furnish the City with a copy of each third party contract that it executes in the performance of the work to be undertaken within the scope of this Agreement. Furthermore, the Non-profit subgrantee must incorporate in any and all such contracts provisions which will obligate each of its subcontractors or partners to comply with all federal laws and regulations applicable to this program. Any third party contract that is not in accordance with the outlined budget in this Agreement shall be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Non-profit subgrantee.

   The Non-profit subgrantee agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the HPRP, provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement, and the Non-profit subgrantee agrees to require and monitor compliance by all contractors, subcontractors, and other third parties.

6. AUDITS AND INSPECTIONS

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

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

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

7. NON-PROFIT SUBGRANTEE RESPONSIBILITIES

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Non-profit subgrantee agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.

2. Non-Municipal Personnel and Services: All services required herein will be performed by the Non-profit subgrantee under the direction of its Board of Directors or other governing body. Any services outside the budget line items or the Scope of Services, which the Non-profit subgrantee deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in this document.

8. DOCUMENTATION AND RECORD KEEPING

1. Establishment and Maintenance of Records: The Non-profit subgrantee shall establish and maintain records as prescribed by HUD and/or the City, with respect to all matters covered by this contract.

2. Record Requirements: The Non-profit subgrantee shall maintain all records required by the American Recovery and Reinvestment Act of 2009. The City will advise of specific record format details as they become available.

3. Retention: The Non-profit subgrantee shall retain all records of all project expenses, activities, correspondence, records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD in accordance with the American Recovery and Reinvestment Act of 2009.

4. Documentation of Costs: All costs shall be supported by properly executed documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

5. Inventory Management: The Non-profit subgrantee must submit an annual statement identifying the status of all equipment and non-real property items purchased under this Agreement by the termination date or by a mutually agreed upon alternate date. The status report should inventory all equipment and non-real properties purchased under this Agreement and state the condition of the equipment and its location.

9. PROGRAM EVALUATION

1. Performance Measures: During the Grant Agreement period, the Non-profit subgrantee agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating compliance with expectations of the HPRP homeless prevention guidelines. If it is determined that any of expectations cannot be achieved within the identified timeframe, a request for an extension must be submitted to the City for consideration. However, in no instance may homeless prevention activities reflect expenditures incurred after July 21, 2012. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2.

2. Reporting: The Non-profit subgrantee shall be required to submit monthly performance and financial reports as specified in Attachments F and G no later than the 15th business day of the month (unless otherwise specified), as well as other information and data required by the City to respond to current HUD regulations. Performance and financial reports must be received before the City can process reimbursements. As stated in Section 11.2, sanctions will be imposed upon the Non-profit subgrantee for failure to satisfy report due dates.

Performance Reports: The Non-profit subgrantee agrees to submit program activity and progress reports to the City on a monthly basis, and other reports as may be required or requested by the City or HUD. Performance Reports will include, as applicable, at a minimum:

a. The City's Performance Report form provided as Attachment G:
b. A description of any anticipated problems or obstacles, and a plan for how those future obstacles will be addressed;
c. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
d. Other supportive information or documentation, as applicable; and
e. Any other reports or documentation as requested by the City or HUD.

3. Final Performance Reports: Final performance/project reports will include the above-listed components and any other pertinent material requested by the City or HUD. This final report will be due no later than August 5, 2012 or the date of final reimbursement, whichever is later.

4. Client Data: The Non-profit subgrantee agrees to maintain client data according to the Homeless Management Information System requirements and the specific requirements of the HPRP as specified in the Program Notice and any subsequent notices.

10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project. All data necessary to review and monitor program progress as determined by the City will be made available to City personnel. This includes, but is not limited to, performance records and interviews with Non-profit subgrantee staff as required by the City.

2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Non-profit subgrantee through documents submitted to the City and/or on-site monitoring. The Non-profit subgrantee shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. The City will provide notice to the Non-profit subgrantee prior to on-site monitoring visits.

3. Other Funding: If the attached Budget Detail, Attachment E shows that funding for this program is to be provided from other sources, the receipt and expenditure of such funds must be adhered to as specified and is subject to review. All accounting records necessary to complete a review of other funding sources must be made available. Any change in the attached budget that affects funding from sources other than the City must have prior written authorization from the City.

4. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Non-profit subgrantee's adherence to the expectations in this Agreement. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

The Non-profit subgrantee 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.

5. Projects Involving Construction or Renovation: This Agreement will not involve construction or renovation.

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

7. Non-profit subgrantee Response: The Non-profit subgrantee shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that the Non-profit subgrantee fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action or may terminate this Agreement in accordance with applicable federal regulations.

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

   Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:
   a. Reasonable description of the default/reason for termination;
   b. Demand for a cure; and
   c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

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

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Non-profit subgrantee for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit subgrantee to return funds already received, or barring the Non-profit subgrantee from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Non-profit subgrantee written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable

description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be affected which is not less than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Non-profit subgrantee fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.

3. Closeout: The Non-profit subgrantee's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, submitting a final reimbursement request and final activity/progress report to the City, disposing of program assets (including the return of all equipment, program income balances, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Non-profit subgrantee.

12. Laws, Regulations and Special Conditions

The information in this section is included for the convenience of the Non-profit subgrantee and to inform the Non-profit subgrantee of the specific statutory and regulatory requirements to which the acceptance of funds makes them subject. ***For the actual regulatory or statutory requirements, the Non-profit subgrantee should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Non-profit subgrantee shall likewise comply with the applicable provisions of Section VII of the "Notice", entitled Other Federal Requirements. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Non-profit subgrantee.

1. Section 3 – Employment Opportunities for Area Residents: The Non-profit subgrantee and any authorized subcontractor shall be subject to all applicable provisions of the Housing and Community Development Act of 1974 (42 U.S.C. 5301), as amended, including but not limited to Executive Order 11246 and Section 3 of the Housing and Community Development Act of 1974, "Employment Opportunities for Business and Lower Income Persons in connection with Assisted Projects" (HUD 24 CFR 135). These require that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to businesses that are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the Contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Non-profit subgrantee utilizes the bidding procedure to obtain bids, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 and the clause (Attachment A) shall be inserted as a component part of any contract or subcontract.

2. Environmental Review: Under 24 CFR 50.19(c)(1), activities funded under the HPRP Notice is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321). Moreover, consistent with the provisions for administrative and management expenses, tenant-based rental assistance, and supportive in 24 CFR 50.19(b)(3), (11), and (12), the eligible activities to be assisted under the HPRP Notice are categorically excluded from the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and are not subject to environmental review under the related laws and authorities.

3. Section 504 – Persons with Disabilities: The Non-profit subgrantee, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Non-profit subgrantee.

4. Discrimination Prohibited: No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Non-profit subgrantee receiving funds pursuant to this contract.

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

5. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Non-profit subgrantee or is employed in an administrative capacity by the Non-profit subgrantee. For the purposes of this section, "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the program.

6. Conflict of Interest: The Non-profit subgrantee hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, In accordance with 24 CFR 570.611, no member, officer, or employee of the Non-profit subgrantee who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

7. 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.

8. Lobbying Prohibited: None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas. The Non-profit subgrantee

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

The Non-profit subgrantee certifies to the best of its knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Non-profit subgrantee to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. 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, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Non-profit subgrantee will complete and submit Standard Form LLL., "Disclosure Form to Report Lobbying," in accordance with its instruction.

9. Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

10. Religious Organizations: The HPRP notice allows religious organizations to participate in projects funded with Federal resources, and prohibits discrimination against an organization on the basis of the organization's religious character or affiliation.

13. MISCELLANEOUS CLAUSES AND NOTICES

1. Findings Confidential: Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Non-profit subgrantee under this Agreement are confidential. The Non-profit subgrantee agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.

2. Dissemination of Information: The Non-profit subgrantee, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Non-profit subgrantee under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. Seq.

3. Identification of Documents and Projects: All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Non-profit subgrantee, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The (preparation/funding)

of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S. Department of Housing and Urban Development and the City of Wichita.

4. Training Required: It shall be the responsibility of the Non-profit subgrantee to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.

5. Copyrights: If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to HUD regulations. HUD and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

6. Patents: Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.

7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Non-profit subgrantee, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Non-profit subgrantee pursuant to this contract.

14. ATTACHMENTS

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

Attachment A –	Section 3 Clause
Attachment B –	Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements
Attachment C -	Full program scope of the Homeless Prevention Network
Attachment D –	Performance Criteria/Objectives
Attachment E –	Budget Detail
Attachment F –	Request for Reimbursement/Cost Control Statement
Attachment G –	Performance Report Form

16. AUTHORIZATION TO ENTER INTO CONTRACT

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

NON-PROFIT SUBGRANTEE

Patrick Hanrahan, President United Way of the Plains	Date

CITY OF WICHITA

Carl Brewer, Mayor	Date

ATTEST:

Karen Sublett, City Clerk	Date

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney City of Wichita	Date

SECTION 3 CLAUSE

A. 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.

B. The parties to this contract agree to 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.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor 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.

D. The contractor 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 a 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.

E. The contractor 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.

F. 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.

G. 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).

H. Section 3 Goals. The City of Wichita in accordance with 24 CFR Part 135, has establish goals for CDBG assisted projects. All Section 3 covered contracts shall include the Section 3 clause as shown above. Consistent with existing Federal, State and local laws and regulations, the City of Wichita has set the following goals to comply with the Section 3 requirements:

- Committing to employ Section 3 residents at a rate of 30% of the aggregate of new hires for housing and community development assisted projects
- Committing to contract a minimum of 10% of the total dollar amount of all other Section 3 covered contracts, such as community development infrastructure improvements or professional services.

Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of CDBG funds for the following activities:

- Housing construction
- Housing rehabilitation
- Other public construction

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, Non-profit subgrantee, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, Non-profit subgrantee, 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, Non-profit subgrantee 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, Non-profit subgrantee 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, Non-profit subgrantee or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor, Non-profit

subgrantee 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, Non-profit subgrantee or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor, Non-profit subgrantee or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Nondiscrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor, Non-profit subgrantee 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, Non-profit subgrantee 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/Non-profit subgrantee fails to comply with the manner in which the contractor/Non-profit subgrantee 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:

I. Those contractors, subcontractors, Non-profit subgrantees, 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.

II. Those vendors, suppliers, contractors, Non-profit subgrantees 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.

Attachment C

Homeless Prevention Network Program Summary

I. **Provide a summary of the program philosophy to address the Project Overview and Purpose which is stated in the Scope of Services.**

The philosophy of the proposed project reflects the mission of United Way of the Plains (United Way) which is to improve lives by mobilizing resources to meet community needs. The proposed project closely aligns with United Way's strengths and expertise, as well as those of the primary partner, Center of Hope.

United Way of the Plains has a history of coordinating and supporting various health and human service agencies that serve individuals and families who have low-income and other risk factors. United Way also regularly conducts research to determine what the community identifies as the greatest needs, as well as to compile information about services that are available to address those needs. With an emphasis on community impact, United Way values collaborative approaches designed to strengthen the community's ability to help community residents who are having difficultly coping with employment, income and housing issues.

The Center of Hope has a long tradition of providing meaningful assistance to individuals and families whose living situations place them at great risk of homelessness. Center of Hope's Homeless Prevention Program is built on a demonstration of utmost respect and concern for the families that access Center of Hope services. Respect for persons in need is one of their fundamental ingredients of success. The majority of those who seek help from Center of Hope come from broken family relations, so that the combination of the financial assistance, along with the feeling that someone really does care for their situation, and that help is available for them truly results in making a difference in their lives. With hope and support, they can make systemic changes and move to a higher quality of life. Center of Hope believes that case managers have the knowledge and expertise needed to effectively assess a household's risk of being homeless and to help recipients identify any available resources.

The project philosophy will be to utilize existing resources through established partnerships that will minimize duplication and maximize community collaboration. The project will increase capacity among partner organizations by providing reimbursement for housing relocation and housing stabilization services to be made through contractual agreement. Any human service provider that offers Homeless Prevention eligible services will be welcomed to partner in the project. Having a cooperative and contractual "no wrong door" approach will ensure an equitable access to Homeless Prevention assistance for any eligible person in the community in need of assistance.

The vision for the project is to provide enough assistance to help a person or family to stabilize their housing situation while at the same time encouraging self-sufficiency and accountability by not providing more assistance than is absolutely necessary to achieve that stability. It is expected that most participants will benefit sufficiently from short-term rental assistance (up to 3 months) to prevent homelessness. In the event housing stabilization would require relocating to a more affordable housing option, moving costs and associated deposits/screening costs may be used, as needed. Similarly, if a participant remains at great risk of homelessness after receiving short-term assistance, on-going assessment(s) will be conducted to determine if additional financial and/or housing related services would be needed and helpful for the participant to achieve housing stability.

II. What process will be used to determine the type, level and duration of assistance for each program participant?

The proposed project will create a uniform process for targeting assistance that assesses risk of homelessness, assesses strengths and barriers to stable, permanent housing and coordinates service provision and financial assistance.

Project guidelines that prioritize individuals and families who lack financial options and support networks will be applied in the case management assessments of participants' needs to determine the type, level and duration of assistance provided. Individual Homeless Prevention Plans will be developed to identify what type(s) and estimated amount of assistance (financial, housing relocation and/or housing stability services) that will likely be needed.

An initial screening and eligibility assessment will be conducted through a centralized, toll-free call center by a specially trained Homeless Prevention Coordinator. United Way has broadly marketed the 2-1-1 Kansas Information and Referral Line throughout the community since its inception in 1998. Using 2-1-1 Kansas as the central point of contact for Homeless Prevention (HP) efforts in the Wichita-Sedgwick County area builds on this established, well-known, and convenient mechanism to ensure the financial assistance and housing stability support will be available community-wide regardless of where a person routinely seeks assistance.

Service delivery partners with established, proven track records of providing effective case management services will continue the assessment and provide the appropriate intervention, including accessing HP financial assistance and service support. Case managers and other service providers will receive training on the HP Network project and the expectations for providing support for people at the greatest risk of becoming homeless. Both the initial and on-going assessments will focus on information that is timely and relevant to participants' current housing situations, such as loss of employment, increase in utility costs, mental health or substance abuse issues, physical disabilities, severe housing cost burden, history of homelessness, young head of household with children, past involvement with child welfare, low income (30% of Area Median Income), overcrowding of the family unit, recent institutional care, credit problems, and the amount of medical debt. Additional information will be gathered on current rental information and details of participants' monthly expenses. Income information, rent amounts, and any past due rent and/or utilities will be verified to fully understand and document participants' financial situations. Through this process, the HP assessment process will be able to establish the level of risk and potential for stabilization. This information will help determine whether the household could, with better budgeting and/or negotiated compromises with property owners/utility company(s), keep their housing with short-term assistance. If it becomes apparent that a participant needs assistance for longer than three months to achieve housing stability, all components of eligibility will be reassessed at three months (and every three months, as needed) to ensure continued eligibility and need.

If, through the Homeless Prevention screening and assessment process, it is determined that the person has an immediate need for a safe place to stay due to lack of resources, s/he will be connected to the Rapid Re-housing point of contact for assistance.

Through its centralized access, standardized intake and eligibility practices, and the coordinated service delivery, the Homeless Prevention Network will provide the right amount of assistance to

more individuals and families at-risk of homelessness than any one agency would be able to provide alone.

III. **Provide a detailed case management plan to address the following requirements of the HPRP program as presented in the "Notice" and in the Scope of Services.** Responses may include direct service delivery by the Applicant and/or agreements with other community agencies to deliver the identified service.

1. Imminence of homelessness

Imminence of homelessness will be established through the initial screening and assessment process. When necessary, continued case management assessment will also be used to: 1) determine whether the household has sufficient income to adequately cover their expenses and that their expenses are reasonable; 2) determine whether the household income is less than 50% of the Area Median Income by using a comparison of the household income and number of family members to the HUD defined poverty level; and, 3) explore, and document when applicable, the existence of an eviction notice, shut off notice, or other situation which clearly reflects the danger of homelessness in the very near future. In addition, the following factors will be considered in assessing imminence of homelessness: social support network, sudden and significant loss of income, increase in utility costs, severe housing cost burden, mental health or substance abuse issues, physical disabilities, history of homelessness, residency in condemned housing, recent discharge from an institution, young head of household with children, past involvement with child welfare, very low income (30% of Area Median Income), overcrowding of the family unit, credit problems, and significant amount of medical debt. The primary determination of the imminence of homelessness will be based on the first three items listed above with the additional factors considered as corroborating evidence that homelessness is imminent.

2. Evidence of homeless status - N/A – for Rapid Re-Housing

3. Existence of other permanent housing options

Homeless Prevention (HP) Network partners will have access to an updated listing of potential rental units in various areas in the community with many options as to whether utilities are provided and if the units are furnished. The primary service delivery partner, Center of Hope, as well as other agencies that have confirmed interest in partnering in the HP Network project, have established excellent working relationships with the many property owners/managers in the Wichita area. Through those relationships, some property owners/managers are willing to accept tenants that have a past history of felony, eviction or historically have not had sufficient funds for the security deposit, etc. Participants will be informed of all housing options through the City of Wichita Department of Housing and Community Development, such as Public Housing, Section 8, and Shelter Plus Care, if eligible.

4. Existence of resources to avoid homelessness

A directory of available resources such as food programs, clothing, family services, etc will be offered to all participants. Direct referrals to specific programs for which households may qualify but that they may not be aware of will also be offered, such as LIEAP assistance for utilities; SRS

cash, TAF and Food Assistance Program (formerly Food Stamp Program); monthly payment of earned income credit; etc.

5. Household income

Assistance will only be provided for families whose household income meets the eligibility criteria of being at or below 50% of the HUD area median income levels. The majority of the households currently served by Center of Hope are living on even lower incomes, often at 30% or less of the HUD area median income levels. Current income levels are determined from review of current check stubs, contacting current and past employers, verifying income from SRS records, verifying income from Unemployment Income resources, verifying income sources furnished to property owners/managers on the rental application, and by reviewing current expenses and past payment history to ensure current income is reasonable and properly provided.

6. Ability of household to stabilize after HPRP assistance

During the eligibility determination process, potential participants will be asked what they believe will be needed in order to stabilize their housing situations. The feasibility of the assistance being sought will be considered in determining Homeless Prevention (HP) Network eligibility. Continued case management assessment will include the development of a Individual Plan for Homeless Prevention considered appropriate and feasible by both the participants and HP service providers. Participants will be expected to make progress on any targeted plan of action that was agreed upon in addition to the provision of financial assistance and HP housing related support. Contact will be made with participants during the month after assistance was provided to update their current status, assess the need for additional support if necessary, and to support any progress made on other components of their Individual Plan for Homeless Prevention. After receipt of financial assistance and upon closure of enrollment into HP services, a follow-up contact will be made with either the participant and/or the property owner/manager from whom the participant's housing is provided. The follow-up contact will be made to document whether the family has achieved housing stability or continues to be at risk of homelessness. Participants will be given contact information for the housing support providers with encouragement to communicate with the HP service provider if they find themselves in a future housing situation that could result in homelessness.

An important component of households remaining housed after receiving Homeless Prevention assistance is a firm grasp of their credit situation and what options are available to them. HP Network service providers will refer to Consumer Credit Counseling Service, an accredited, non-profit community service organization, for budget counseling and credit repair as necessary.

7. Documentation of three month assessments of each individual/family assisted

Documentation of the three month assessments for households in continued need of assistance after three months will be made by HP Network partner case managers as part of the contractual agreement for agency participation. HP Network partners will also be responsible for documenting service provision and assessment results in the Homeless Management Information System (HMIS). The three-month assessment will update the initial assessment already in HMIS. For any additional assistance to be provided, the household may be asked to make specific changes in their household which appear to be barriers to their becoming stable, such as perhaps cancelling cable television or cell phone contracts that they are not able to afford, enter an addiction program for drugs, drinking

or smoking if these are barriers to the stability of the family, etc. If the family refuses to make changes to become more financially stable, further assistance may be withheld and the family may be terminated from the program, this eventuality would be considered extreme and a rare occurrence. It is important to have expectations, but it is also important to have compassion for the individuals and to continue to support their work towards increased self-sufficiency and accountability.

8. Eligibility certification every three months

Eligibility certification will be made every three months for households that are still enrolled in the Homeless Prevention (HP) Network program. Appointments and follow-up calls will be made as needed to conduct the required assessment. Assessments will be updated and entered in HMIS. If contact cannot be made with a participant to conduct the three-month assessment within the last two weeks of the third month, the participants/households enrollment in the HP Network program will be closed within the first week of the fourth month following initial enrollment.

9. Payments to third parties

All rent and utility assistance requests will be invoiced to United Way of the Plains with confirmation of the necessary documentation on file with the HP Network partner. United Way will process the requests and make payments directly to the owner of the rental unit and/or the utility company. County records will be reviewed by the invoicing partner to ensure accurate knowledge of property ownership and that the payment is being directed to the property owner. All payments are made in the form of a check and checks will not, in any situation, be made payable to the tenant.

10. Client co-payment of past due rent or utilities

If past due rent and/or utility assistance is needed to stabilize the participant's housing situation, the case management assessment will determine the amount necessary to prevent the family from becoming homeless. If the household has the means to pay a portion of the current or back due rent or utilities, they will be required to do so, up to a total of 30% of their income or to they enter into a repayment plan with the property owner/manager and/or utility company in conjunction with any HP financial assistance provided.

11. Criteria for payment of past due rent or utilities

If past due rent and/or utility assistance is needed to stabilize the participant's housing situation, the case management assessment will determine the amount necessary to prevent the family from becoming homeless. Preference will be given to resolving the past due amount, or at least a part of the past due amount, through negotiated adjustments with the property owner/manager and/or utility company(s). Reasonable efforts will be made to support participants' goals of self-sufficiency and accountability, however, when it is necessary to pay past due amounts, assistance for up to six months of rental and/or utility arrears can be paid with the number of months counted against the 18-month maximum for assistance.

12. Criteria for determining rent reasonableness

Rent reasonableness will be determined by a case management assessment using the HUD worksheet that considers factors such as square footage of the unit, construction type, amenities,

location, and age of the complex for comparable units in the Wichita-Sedgwick County area. Together, these factors will be used as standard comparisons to establish the reasonableness of the household's monthly rent obligation.

13. Outreach and engagement

The proposed HP Network project will advertise the available HP assistance and eligibility criteria throughout the Wichita-Sedgwick County area. One primary difference between the HP Network assistance and Center of Hope's existing Homeless Prevention Program is that HP assistance will be accessible at multiple points in the area's human service delivery system. Flyers will be distributed to community social service agencies and organizations. A press release will be distributed to announce the availability and accessibility of the HP Network assistance. Emailed announcements will be made through the Emergency Assistance Network distribution list and the Wichita Homeless Services Coalition distribution list.

14. Housing search and placement

In the event housing stabilization would require relocating to a more affordable housing option, moving costs and associated deposits/screening costs may be used, as sparingly as possible. HP Network partners will be expected to draw on their knowledge and expertise in providing case management for the housing search and placement. HP Network participants' choice in geographic area for housing and amenities of the housing would be respected and prioritized in the housing search, when at all possible. In this scenario, it will be critically important for the case manager to work with the participant to update the Individual Plan for Homeless Prevention to include a housing search based on a realistic budget that would ensure the housing would be affordable. For participants living in extreme poverty due to loss of employment or other factors, it may be necessary to apply for a rent subsidy or look for other alternate sources of on-going rental assistance. The City of Wichita's Housing Support Specialist may be called on to problem-solve with the case manager in especially difficult housing placement situations. HP Network partners and Center of Hope, as the primary service partner, would be encouraged to share information and ideas among partnering case managers.

15. Legal services

Housing related legal issues are expected to be atypical and dealt with through referrals to Kansas Legal Services or other legal assistance service for people with low-incomes. Referrals may also be considered within the HP Network when partners have the experience and capacity to provide this type of assistance.

16. Credit repair

In situations when a participant's credit history or current credit situation is a barrier to housing stability, due to garnishments, excessive debt from credit cards, and/or payday loans, etc., referrals will be made by case managers to service organization(s) with expertise in assisting in these situations. Case managers may consider referring within the HP Network when partners have the experience and capacity to provide this type of assistance. Any assistance with debt resolution and/or other credit repairs will be accomplished without using HP financial assistance except for the credit counseling services. Instead, families experiencing stability problems due to these issues are

expected to be helped through alternate debt consolidation resources and/or entering into repayment plans for timely resolution of financing problems.

17. Property inspections for habitability standards

When assistance is needed for longer than three months, HP Network partners will be expected to comply with the inspections for the habitability standards that do not require specialty-licensed staff. Agency partners that do not have staffing capacity or prefer not to provide this aspect of housing stabilization may make arrangement with a specialty service provider contracted to perform the habitation standards inspection. Anticipated reimbursement for this service was included in the Contractual budget line item. Maintaining documentation of the inspection in the participant's file will be the responsibility of the agency partner that makes the arrangement for the service. In addition, for families residing in homes constructed before 1978 and that have a child under the age of 6 years old residing in their family unit, Lead Based Paint inspection is mandatory for both Homeless Prevention and Rapid Re-housing Programs. As a result, partner agencies will need to make arrangements for this inspection of the property to ensure no lead-based paint is present in the home. Anticipated reimbursement for this service was included in the Contractual budget line item for all 200 participants expected to be served in the HP Network program.

18. Plan to coordinate with other community resources including the Continuum of Care.

Along with United Way of the Plains, current partners to date for the Homeless Prevention Network include Center of Home, COMCARE of Sedgwick County, Consumer Credit Counseling Service, Mental Health Association and Wichita Children's Home.

United Way staff serves as Chair of the Continuum of Care of Wichita-Sedgwick County. United Way is the identified Continuum of Care Lead Agency with HUD for its annual Homeless Assistance Program application. The divergence of these roles within United Way will help ensure there is a routine coordination between the HP Network and the Continuum of Care. In addition, the HP Network will send a representative to the Wichita Homeless Services Coalition (WHSC) to maintain on-going communication and coordination with WHSC agency members. United Way will offer to provide quarterly or semi-annual updates on the HP Network to the Taskforce to End Chronic Homelessness (TECH) Oversight Committee.

IV. **Describe outcomes that the applicant will expect to achieve, based upon this proposal**
Outcomes should include number of people housed, length of time assistance is needed, number of persons stabilized in housing prior to the end of the program period.

The HPRP funds provide a unique opportunity for the Wichita-Sedgwick County area to transform the current system of accessing rent and utility assistance. Historically, rent and utility assistance was not well publicized due to the limited amount of funding that proved inadequate for meeting the community need. Case managers were aware of the few agencies that offered rent and utility assistance and the days of the month when the funds would most likely be available. The proposed project will use United Way's 2-1-1 Kansas Information and Referral Line as a centralized, well-known mechanism for community-wide access for Homeless Prevention (HP) funds and related case management housing support. United Way will help the community access the information, then coordinate with service providers who are the experts at assisting individuals and families who are at-risk of homelessness.

Approximately 200 participants are expected to be served in 2009 – 2010 through the HP Network program. Based on the 2000 U.S. Census, there is an average of 2.53 persons per household in Wichita-Sedgwick County, resulting in 506 people who will be prevented from becoming homeless.

With adherence to the City and HP Network program defined priority to serve families at risk of homelessness but who will also be likely to achieve housing stability with short-term assistance, 90 percent of the families served will likely achieve housing stability within three months of enrollment in the HP Network program. The remaining 10 percent of participants are expected to achieve housing stability with additional financial assistance and support, up to 18 months. Because it is also possible that some families will decide not to participate after enrollment and other extenuating circumstances that may occur, 85 percent of participants are expected to have maintained housing stability at follow-up assessment after completion of the program.

According to the 2005 U.S. Census Bureau's American Community Survey, there were 63,000 renter households in the Wichita-Sedgwick County area. Thirteen percent of all persons in Wichita-Sedgwick County live below poverty level. Applying the 13 percent to the number of households renting housing, results in 8,190 potential HP Network participants. The analysis of housing cost burden of renter households, also in the 2005 American Community Survey found that 43 percent of renters spent more than 30 percent of their income on housing. The resulting number of households was 3,522. Focusing the finite resources available through the HPRP funding on the 10 to 15 percent of people living in poverty that are at greatest risk of homelessness, results in a target of 528 households to be served during the three years of the HP Network services.

United Way will aggressively seek to secure the additional funding needed to extend the collaborative HP Network long enough to assist the overall 528 households who will likely need assistance to achieve housing stability during the next three years. See Applicant Background Section III for more information on plans to leverage/secure additional resources.

Attachment D

PERFORMANCE CRITERIA AND OBJECTIVES

PROGRAM NAME: HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM DATA COLLECTION AND EVALUATION

NON-PROFIT SUBGRANTEE INFORMATION

NAME:	United Way of the Plains
CONTACT PERSON(S):	Beth Oaks
ADDRESS:	245 N. Water (67202)
PHONE:	(316) 267-1321
FAX:	(316) 267-0937
EMAIL:	boaks@unitedwayplains.org
CONTRACT PERIOD:	October 1, 2009 – July 21, 2012
FUNDING SOURCE(S):	Homelessness Prevention and Rapid Re-Housing Program

HUD OUTCOME PERFORMANCE MEASUREMENTS

Program Description: The United Way of the Plains (Non-profit subgrantee) will operate a Homeless Prevention Network which meets the expectations of the funding source, the Homelessness Prevention and Rapid Re-Housing Program. The Non-profit subgrantee will seek partners to create a network of service providers who can assist in identifying clients and assisting them to find resources necessary to maintain their housing, and will through a centralized intake process create a uniform process for targeting assistance that assesses the risk of homelessness, assesses strengths and barriers to stable, permanent housing and coordinates service provision and financial assistance.

Program Content: The Non-profit subgrantee shall provide such information as is required for reporting on activity associated with the Homelessness Prevention and Rapid-Re-Housing Program.

Goal: Reduce the number of families who are at risk of becoming homeless

Objectives:
1. Persons who are at risk of becoming homeless are screened for assistance.
2. Central point of intake is established for at-risk families.
3. Service provider network is established to assist at-risk families.

Outcome Measurements
1. 200 persons receive Homeless Prevention assistance.
2. 170 persons remain stabilized after a maximum of 18 months of assistance.

Program Administration: The Non-profit subgrantee contact person will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Non-profit subgrantee shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in 24 CFR part 84 which implements OMB Circular A-110.

1. Maintaining a code or standard of conduct governing the performance of the Non-profit subgrantee's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.

2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in A-110.

3. Invitations for bids shall be based on specifications developed by the Non-profit subgrantee. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.

4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.

5. The Non-profit subgrantee agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".

6. The Non-profit subgrantee will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and the Non-profit subgrantee that for reimbursement of eligible and necessary expenses up to $422,117, the Non-profit subgrantee will provide homelessness prevention services for the Homelessness Prevention and Rapid Re-Housing Program. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any costs in excess of $422,117 are the responsibility of the Non-profit subgrantee, until and unless this Agreement is modified and funding is increased.

Budget: The City shall pay the Non-profit subgrantee as hereinafter set out the maximum of $422,117 for the program described in this contract. Funding under this agreement shall be originally budgeted as detailed in Attachment E. Adjustments to budget line items and categories may be made with agreement by both parties to this Agreement.

Method of Payment: The Non-profit subgrantee agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HUD's requirements for the Homelessness Prevention and Rapid Re-Housing Program.

1. The City and the Non-profit subgrantee also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Non-profit subgrantee 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 Non-profit subgrantee's files for three years after the final audit of expenditures made under this contract, or until such time as HUD subsequently determines.

Attachment E

BUDGET DETAIL

FUND	**DEPT./DIVISION**	**PROJECT NAME**	**OCA**
Homelessness Prevention and Rapid Re-Housing Program	Housing & Community Services	United Way of the Plains: Homeless Prevention Network	

Account Classification			**Budget**
CONTRACTUAL SERVICES			
	2195	Delegate Agencies - Utilities	$70,000
	2295	Delegate Agencies – Telephone	In Kind
	2296	Delegate Agencies - Postage & Shipping	In Kind
	2395	Delegate Agencies – Travel	In Kind
	2997	Delegate Agencies – Administrative Charges	$7,000
	2902	Advertising	In Kind
	2907	Rent and Rent Assistance	$225,000
	2917	Printing and Photocopying	$600
	2996	Delegate Agencies – Other Contractuals	$119,517
	3195	Delegate Agencies - Supplies	In Kind
TOTAL CONTRACTUAL SERVICES			**$422,117**

Attachment F

Homeless Prevention Network
REIMBURSEMENT REQUEST FORM
Appropriate documentation must be attached.

Date: _____

Agency	United Way of the Plains, 245 N. Water, Wichita, KS 67202		
Project Title	Homeless Prevention Network (HPRP)	OCA	_____
Period	October 1, 2009 – July 21, 2012		
Vendor Code	806614/001		
Phone	267-1321-Office; 267-0937-Fax		

Account Classification			Budget	Request
CONTRACTUAL SERVICES				
	2195	Delegate Agencies - Utilities	$70,000	
	2295	Delegate Agencies – Telephone	In Kind	
	2296	Delegate Agencies - Postage & Shipping	In Kind	
	2395	Delegate Agencies – Travel	In Kind	
	2997	Delegate Agencies – Administrative Charges	$7,000	
	2902	Advertising	In Kind	
	2907	Rent and Rent Assistance	$225,000	
	2917	Printing and Photocopying	$600	
	2996	Delegate Agencies – Other Contractuals	$119,517	
	3195	Delegate Agencies - Supplies	In Kind	
TOTAL			**$422,117**	

Authorized Signature _____

Attachment G

Homeless Prevention Network

PERFORMANCE DATA

Date _____

Outputs (What will you do?)	Outcomes (What will be the result?)	Indicators (How will you measure the result?)	Results (What results are anticipated?)
Provide initial screening & eligibility assessment	# referred to Homeless Prevention Network	# accepted into Homeless Prevention Network	
Provide appropriate referrals	# referred to Rapid Re-Housing # referred elsewhere	# accepted into Rapid Re-Housing	
Provide financial assistance	# network partners involved	# evictions cancelled # utilities turned on List other payments	
Provide 3 month assessments	# clients assessed # housing plans reviewed	# clients still housed # housing plans being followed	

CONTRACT AGREEMENT

between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT

and

UNITED WAY OF THE PLAINS

For

Data Collection and Evaluation

for the

Homelessness Prevention and Rapid Re-Housing Program

August 1, 2009 – October 31, 2012

Housing and Community Services Department
Community Investments Division
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3722
Fax (316) 462-3719

No.

PART A
AGREEMENT

THIS CONTRACT (hereinafter the "Agreement") entered into this 1st day of August, 2009 by and between the City of Wichita, Kansas (hereinafter the "City") and United Way of the Plains (hereinafter the "Non-profit Non-profit subgrantee"), located at 245 N. Water, Wichita, KS 67202.

WITNESSETH THAT:

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title XII of Division A of the American Recovery and Reinvestment Act of 2009, and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita for implementation of the Homelessness and Rapid Re-Housing Program; and

WHEREAS, the cooperation of the City and the Non-profit subgrantee is essential for the successful implementation of Homelessness Prevention and Rapid Re-Housing Program (HPRP);

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

WHEREAS, on May 12, 2009 the Wichita City Council approved the substantial amendment to the Consolidated Plan to implement the HPRP; and

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

1. SCOPE OF SERVICES

1. Scope of Services: The United Way of the Plains will collect and evaluate data from providers of homelessness prevention and rapid re-housing services, enter or ensure that all HPRP data received from sub-grantees is entered into the Homeless Management Information System (HMIS), prepare required quarterly reports, and submit reports to the City of Wichita by the 5th calendar day of the month following the end of the quarter. The required data elements that will be collected in the HMIS for HPRP are included in the 2009 revised HMIS Data and Technical Standards.

2. Revision of Scope: The approved objectives and accomplishments in Attachment G may be modified, revised or amended upon the joint written consent of the parties. The City may revise the budget items in Attachments E and F when necessary. The Non-profit subgrantee may request a budget revision at any time. However, prior to any purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Non-profit subgrantee 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 in light of the purposes of this contract through a period of 39 months ending no later than October 31, 2012, unless an extension has been approved by the City by that date OR unless the Agreement is terminated earlier in accordance with other provisions herein.

3. COMPENSATION AND USE OF FUNDS

Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the American Recovery and Reinvestment Act of 2009, other regulations governing the use of contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. ***It is the Non-profit subgrantee's responsibility to read, understand, and comply with these regulations and to timely provide any information necessary to enable the City to comply with its own reporting obligation .***

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Non-profit subgrantee shall comply with, and adhere to:
   a. Office of Management and Budget (OMB) Circular No. A-110, Uniform Administrative Requirements of Grants and Other Agreements with Institution of Higher Education, Hospitals and Other Nonprofit Organizations; and
   b. OMB Circular No. A-122, Cost Principles for Nonprofit Organizations; and
   c. 24 CFR 85.44

2. Total Payments: Total amount of funds provided by the City to the Non-profit subgrantee under this Agreement shall not exceed $116,849. At the sole discretion of the City, any funds deemed to be in excess of the need to comply with the scope of services, will be de-obligated from this Agreement and made available for other eligible program costs, as determined appropriate by the City.

3. Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in PART B, and for which the Non-profit subgrantee has made payment during the period of performance set forth in Section 2.1 above. The City agrees to reimburse the Non-profit subgrantee for such costs, and payment shall be made upon receipt of a request for reimbursement from the Non-profit subgrantee specifying the services performed or expenses incurred. The Non-profit subgrantee must use the reimbursement request form provided by the City (Part D). All requests for

reimbursement must be accompanied by documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.) and other supporting documentation such as reports submitted.

4. Double Reimbursement: The Non-profit subgrantee shall not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue.

5. Restriction on Disbursements: No entitlement funds shall be disbursed to a Non-profit subgrantee or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated.

6. Withholding Payments: All payments to the Non-profit subgrantee are subject to the Non-profit subgrantee's compliance with this Agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.

7. Closeout Reimbursement: Closeout billings are to be submitted 10 working days after termination of the contract, or as further defined by HUD. If not submitted, the unexpended funds shall revert to the City of Wichita.

8. Program Income: This Agreement will not generate Program Income.

9. Refund of Income: This Agreement will not generate Earned Income.

4. USE AND DISPOSITION OF PROPERTY

1. Property Disposition: It is expected that the Non-profit subgrantee will make purchases of property or services related to the implementation of this Agreement. Such purchases will remain the property of the Non-profit subgrantee until such time as they are no longer needed. At such time, the Non-profit subgrantee will inquire of the City as to the appropriate disposition of such property.

2. Disposition of Real Property: It is not anticipated that this Agreement will require the purchase of real property.

5. ASSIGNMENTS

1. Assignability: Neither the City nor the Non-profit subgrantee shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.

2. Subcontracting/Third Party Contracts: The very nature of certain project activities requires subcontracting. Third parties may be procured for a variety of services, including but not limited to demolition, construction, and renovation; legal services; and engineering services. The Non-profit subgrantee agrees to furnish the City with a copy of each third party contract that it executes in the performance of the work to be undertaken within the scope of this Agreement. Furthermore, the Non-profit subgrantee must incorporate in any and all such contracts provisions which will obligate each of its subcontractors or partners to comply with all federal laws and regulations applicable to this program. Any third party contract that is not in accordance with the outlined budget in this

Agreement shall be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Non-profit subgrantee.

The Non-profit subgrantee agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the HPRP, provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement, and the Non-profit subgrantee agrees to require and monitor compliance by all contractors, subcontractors, and other third parties.

6. AUDITS AND INSPECTIONS

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

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

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

7. NON-PROFIT SUBGRANTEE RESPONSIBILITIES

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Non-profit subgrantee agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.

2. Non-Municipal Personnel and Services: All services required herein will be performed by the Non-profit subgrantee under the direction of its Board of Directors or other governing body. Any services outside the budget line items or the Scope of Services, which the Non-profit subgrantee deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in PART B.

8. DOCUMENTATION AND RECORD KEEPING

1. Establishment and Maintenance of Records: The Non-profit subgrantee shall establish and maintain records as prescribed by HUD and/or the City, with respect to all matters covered by this contract.

2. Record Requirements: The Non-profit subgrantee shall maintain all records required by the American Recovery and Reinvestment Act of 2009. The City will advise of specific record format details as they become available.

3. Retention: The Non-profit subgrantee shall retain all records of all project expenses, activities, correspondence, records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD in accordance with the American Recovery and Reinvestment Act of 2009.

4. Documentation of Costs: All costs shall be supported by properly executed documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

5. Inventory Management: The Non-profit subgrantee must submit an annual statement identifying the status of all equipment and non-real property items purchased under this Agreement by the termination date or by a mutually agreed upon alternate date. The status report should inventory all equipment and non-real properties purchased under this Agreement and state the condition of the equipment and its location.

9. PROGRAM EVALUATION

1. Performance Measures: During the Grant Agreement period, the Non-profit subgrantee agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating compliance with expectations of the HPRP data collection and evaluation guidelines. If it is determined that any of expectations cannot be achieved within the identified timeframe, a request for an extension must be submitted to the City for consideration. However, in no instance may data collection reflect expenditures incurred after September 30, 2012. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2.

2. Reporting: The Non-profit subgrantee shall be required to submit quarterly performance reports as specified in PART B no later than the 5th calendar day of the month following the end of the quarter (unless otherwise specified), as well as other information and data required by the City to respond to current HUD regulations Performance and financial reports must be received before the City can process reimbursements. As stated in Section 11.2, sanctions will be imposed upon the Non-profit subgrantee for failure to satisfy report due dates.

3. Client Data: The Non-profit subgrantee agrees to maintain client data according to the Homeless Management Information System requirements and the specific requirements of the HPRP as specified in the Program Notice and any subsequent notices.

4. Performance Reports: The Non-profit subgrantee agrees to submit program activity and progress reports to the City on a quarterly, or more frequent basis if requested, and other reports as may be

required or requested by the City or HUD. Performance Reports will include, as applicable, at a minimum:

a. The City's Performance Report form provided as PART D;
b. A description of any anticipated problems or obstacles, and a plan for how those future obstacles will be addressed;
c. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
d. Other supportive information or documentation, as applicable; and
e. Any other reports or documentation as requested by the City or HUD.

6. Final Performance Reports: Final performance/project reports will include the above-listed components and any other pertinent material requested by the City or HUD. This final report will be due no later than October 31, 2012 or the date of final reimbursement, whichever is later.

10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project. All data necessary to review and monitor program progress as determined by the City will be made available to City personnel. This includes, but is not limited to, performance records and interviews with Non-profit subgrantee staff as required by the City.

2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Non-profit subgrantee through documents submitted to the City and/or on-site monitoring. The Non-profit subgrantee shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. The City will provide notice to the Non-profit subgrantee prior to on-site monitoring visits.

3. Other Funding: If the attached Budget Detail, PART C, shows that funding for this program is to be provided from other sources, the receipt and expenditure of such funds must be adhered to as specified and is subject to review. All accounting records necessary to complete a review of other funding sources must be made available. Any change in the attached budget that affects funding from sources other than the City must have prior written authorization from the City.

4. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Non-profit subgrantee's adherence to the expectations in this Agreement. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

   The Non-profit subgrantee 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 HPRP-related records and HPRP-related data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

5. Projects Involving Construction or Renovation: This Agreement will not involve construction or renovation.

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

7. Non-profit subgrantee Response: The Non-profit subgrantee shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that the Non-profit subgrantee fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action or may terminate this Agreement in accordance with applicable federal regulations.

   Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress and grant allocations made by HUD.

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

   Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:
   a. Reasonable description of the default/reason for termination;
   b. Demand for a cure; and
   c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

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

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Non-profit subgrantee for the violation of any of the terms of this Agreement, failure to comply with any terms in this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit subgrantee to return funds already received, or barring the Non-profit subgrantee from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Non-profit subgrantee written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be affected which is not less

than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Non-profit subgrantee fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.

3. Closeout: The Non-profit subgrantee's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, submitting a final reimbursement request and final activity/progress report to the City, disposing of program assets (including the return of all equipment, program income balances, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Non-profit subgrantee.

12. LAWS, REGULATIONS AND SPECIAL CONDITIONS

The information in this section is included for the convenience of the Non-profit subgrantee and to inform the Non-profit subgrantee of the specific statutory and regulatory requirements to which the acceptance of funds makes them subject. ***For the actual regulatory or statutory requirements, the Non-profit subgrantee should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Non-profit subgrantee shall likewise comply with the applicable provisions of Section VII of the "Notice", entitled Other Federal Requirements. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Non-profit subgrantee.

1. Section 3 - Employment Opportunities for Area Residents: The Non-profit subgrantee and any authorized subcontractor shall be subject to all applicable provisions of the Housing and Community Development Act of 1974 (42 U.S.C. 5301), as amended, including but not limited to Executive Order 11246 and Section 3 of the Housing and Community Development Act of 1974, "Employment Opportunities for Business and Lower Income Persons in connection with Assisted Projects" (HUD 24 CFR 135). These require that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to businesses that are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the Contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Non-profit subgrantee utilizes the bidding procedure to obtain bids, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 and the clause (Attachment A) shall be inserted as a component part of any contract or subcontract.

2. Environmental Review: Under 24 CFR 50.19(c)(1), activities funded under the HPRP Notice are categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321). Moreover, consistent with the provisions for administrative and management expenses, tenant-based rental assistance, and supportive services in 24 CFR 50.19(b)(3), (11), and (12), the eligible activities to be assisted under the HPRP Notice are categorically excluded from the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and are not subject to environmental review under the related laws and authorities.

3. Section 504 - Persons with Disabilities: The Non-profit subgrantee, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Non-profit subgrantee.

4. Discrimination Prohibited: No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Non-profit subgrantee receiving funds pursuant to this contract.

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

5. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Non-profit subgrantee or is employed in an administrative capacity by the Non-profit subgrantee. For the purposes of this section, “immediate family” includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; “administrative capacity” includes those who have selection, hiring, supervisory or operational responsibility for the program.

6. Conflict of Interest: The Non-profit subgrantee hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, In accordance with 24 CFR 570.611, no member, officer, or employee of the Non-profit subgrantee who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

7. 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.

8. Lobbying Prohibited: None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas. The Non-profit subgrantee

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

The Non-profit subgrantee certifies to the best of its knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Non-profit subgrantee to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. 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, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Non-profit subgrantee will complete and submit Standard Form LLL., "Disclosure Form to Report Lobbying," in accordance with its instruction.

9. Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

10. Religious Organizations: The HPRP notice allows religious organizations to participate in projects funded with Federal resources, and prohibits discrimination against an organization on the basis of the organization's religious character or affiliation.

13. MISCELLANEOUS CLAUSES AND NOTICES

1. Findings Confidential: Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Non-profit subgrantee under this Agreement are confidential. The Non-profit subgrantee agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.

2. Dissemination of Information: The Non-profit subgrantee, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Non-profit subgrantee under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. seq.

3. Identification of Documents and Projects: All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Non-profit subgrantee, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The (preparation/funding)

of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S. Department of Housing and Urban Development and the City of Wichita.

4. Training Required: It shall be the responsibility of the Non-profit subgrantee to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely (minimum of two business days) notice of all training.

5. Copyrights: If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to HUD regulations. HUD and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

6. Patents: Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.

7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Non-profit subgrantee, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Non-profit subgrantee pursuant to this contract.

14. APPENDICES

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

Attachment A – Section 3 Clause
Attachment B – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements
- Part A – Agreement
- Part B – Performance Criteria/Objectives
- Part C – Budget Detail
- Part D – Performance Reports
- Part E – Request for Reimbursement/Cost Control Statement

16. AUTHORIZATION TO ENTER INTO CONTRACT

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

NON-PROFIT SUBGRANTEE

Patrick Hanrahan, President United Way of the Plains	Date

CITY OF WICHITA

Carl Brewer, Mayor	Date

ATTEST:

Karen Sublett, City Clerk	Date

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney City of Wichita	Date

SECTION 3 CLAUSE

A. 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.

B. The parties to this contract agree to 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.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor 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.

D. The contractor 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 a 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.

E. The contractor 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.

F. 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.

G. 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).

H. Section 3 Goals. The City of Wichita in accordance with 24 CFR Part 135, has establish goals for CDBG assisted projects. All Section 3 covered contracts shall include the Section 3 clause as shown above. Consistent with existing Federal, State and local laws and regulations, the City of Wichita has set the following goals to comply with the Section 3 requirements:

- Committing to employ Section 3 residents at a rate of 30% of the aggregate of new hires for housing and community development assisted projects
- Committing to contract a minimum of 10% of the total dollar amount of all other Section 3 covered contracts, such as community development infrastructure improvements or professional services.

Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of CDBG funds for the following activities:

- Housing construction
- Housing rehabilitation
- Other public construction

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, Non-profit subgrantee, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, Non-profit subgrantee, 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, Non-profit subgrantee 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, Non-profit subgrantee 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, Non-profit subgrantee or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor, Non-profit

subgrantee 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, Non-profit subgrantee or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor, Non-profit subgrantee or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Nondiscrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor, Non-profit subgrantee 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, Non-profit subgrantee 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/Non-profit subgrantee fails to comply with the manner in which the contractor/Non-profit subgrantee 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, Non-profit subgrantees, 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, Non-profit subgrantees or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Part B
PERFORMANCE CRITERIA AND OBJECTIVES

PROGRAM NAME: HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM DATA COLLECTION AND EVALUATION

NON-PROFIT SUBGRANTEE INFORMATION

NAME:	United Way of the Plains
CONTACT PERSON(S):	Beth Oaks
ADDRESS:	245 N. Water
PHONE:	(316) 267-1321
FAX:	(316) 267-0937
EMAIL:	boaks@unitedwayplains.org
CONTRACT PERIOD:	August 1, 2009 – October 31, 2012
FUNDING SOURCE(S):	Homelessness Prevention and Rapid Re-Housing Program

HUD OUTCOME PERFORMANCE MEASUREMENTS

Program Description: The United Way of the Plains will receive data from providers of homelessness prevention and rapid Re-Housing services, enter all data into the Homeless Management Information System (HMIS), prepare required quarterly reports, and submit reports to the City of Wichita by the 5th calendar day of the month following the end of the quarter.

Program Content: The Non-profit subgrantee shall provide such information as is required for reporting on activity associated with the Homelessness Prevention and Rapid-Re-Housing Program.

Goal: The Non-profit subgrantee will provide timely and accurate reports.

Objectives:
1. To provide information for HUD to assess the impact of the Homelessness Prevention and Rapid Re-Housing Program in Wichita.
2. To provide information for the public to assess the impact of the Homelessness Prevention and Rapid Re-Housing Program in Wichita.
3. To provide data that will assist local and federal officials in analyzing patterns of use of Homelessness Prevention and Rapid Re-Housing Program funds.

Outcome Measurements:

- 100% of reports will be submitted timely

Program Administration: The Non-profit subgrantee contact person will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Non-profit subgrantee shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in 24 CFR part 84 which implements OMB Circular A-110.

1. Maintaining a code or standard of conduct governing the performance of the Non-profit subgrantee's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.

2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in A-110.

3. Invitations for bids shall be based on specifications developed by the Non-profit subgrantee. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.

4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.

5. The Non-profit subgrantee agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".

6. The Non-profit subgrantee will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and the Non-profit subgrantee that for reimbursement of eligible and necessary expenses up to $116,849, the Non-profit subgrantee will provide data collection and evaluation services for the Homelessness Prevention and Rapid Re-Housing Program. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any costs in excess of $116,849 are the responsibility of the Non-profit subgrantee.

Budget: The City shall pay the Non-profit subgrantee as hereinafter set out the maximum of $116,849 for the program described in this contract. Funding under this agreement shall be originally budgeted as detailed in PART C. Adjustments to budget line items and categories may be made with agreement by both parties to this Agreement.

Method of Payment: The Non-profit subgrantee agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HUD's requirements for the Homelessness Prevention and Rapid Re-Housing Program.

1. The City and the Non-profit subgrantee also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Non-profit subgrantee 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 Non-profit subgrantee's files for three years after the final audit of expenditures made under this contract, or until such time as HUD subsequently determines.

Part C
BUDGET DETAIL

FUND	**DEPT./DIVISION**	**PROJECT NAME**	**OCA**
Homelessness Prevention and Rapid Re-Housing Program	Housing & Community Services	United Way of the Plains: Data Collection and Evaluation	

Account Classification			**Budget**
CONTRACTUAL SERVICES			
	2395	Non-profit subgrantee – Travel	
	2396	Non-profit subgrantee – Conferences	
	2595	Non-profit subgrantee – Professional Fees	
	2599	Professional Services	$40,560
	2703	Maintenance – Equipment	
	2795	Non-profit subgrantee – Equipment Rent	
	2895	Non-profit subgrantee – Building Maintenance	
	2902	Advertising	
	2917	Printing and Photocopying	
	2996	Non-profit subgrantee – Other Contractuals (Customizations)	12,000
TOTAL CONTRACTUAL SERVICES			**$52,560**
COMMODITIES			
03	3109	Non-profit subgrantee – Software	$12,641
	3195	Non-profit subgrantee – Office Supplies	$6,000
	3995	Non-profit subgrantee – Miscellaneous Commodities	
TOTAL COMMODITIES			**$18,641**
CAPITAL OUTLAY			**$24,500**
TOTAL CAPITAL OUTLAY			**0**
GRAND TOTAL			**$95,701**

Part D
REIMBURSEMENT REQUEST FORM
Appropriate documentation must be attached.

Date: _____

Agency	United Way of the Plains, 245 N. Water, Wichita, KS 67202		
Project Title	HPRP Data Collection and Evaluation	OCA	_____
Period	August 1, 2009 – October 31, 2012		
Vendor Code	806614/001		
Phone	267-1321-Office; 267-0937-Fax		

Account Classification			Budget	Request
CONTRACTUAL SERVICES				
	2395	Non-profit subgrantee – Travel		
	2396	Non-profit subgrantee – Conferences		
	2595	Non-profit subgrantee – Professional Fees		
	2599	Professional Services	$28,500	
	2703	Maintenance – Equipment		
	2795	Non-profit subgrantee – Equipment Rent		
	2895	Non-profit subgrantee – Building Maintenance		
	2902	Advertising		
	2917	Printing and Photocopying		
	2996	Non-profit subgrantee – Other Contractuals (Customizations)	12,000	
TOTAL CONTRACTUAL SERVICES			**$40,500**	
COMMODITIES				
03	3109	Non-profit subgrantee – Software	$12,641	
	3195	Non-profit subgrantee – Office Supplies	$6,000	
	3995	Non-profit subgrantee – Miscellaneous Commodities		
TOTAL COMMODITIES			**$18,641**	
CAPITAL OUTLAY			**$24,500**	
TOTAL CAPITAL OUTLAY			**0**	
GRAND TOTAL			**$83,641**	

Authorized Signature _____

Part E

PERFORMANCE DATA

Date _____

Quarterly Report Period:

Number of HMIS entries made:

Number of unduplicated clients served in the quarter:

£ All required data submitted to the City.

CONTRACT AGREEMENT

between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT

and

CATHOLIC CHARITIES, INC.

For

Rapid Re-Housing

for the

Homelessness Prevention and Rapid Re-Housing Program

October 1, 2009 – July 21, 2012

Housing and Community Services Department
Community Investments Division
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3722
Fax (316) 462-3719

No.

PART A
AGREEMENT

THIS CONTRACT (hereinafter the "Agreement") entered into this 1st day of October, 2009 by and between the City of Wichita, Kansas (hereinafter the "City") and Catholic Charities, Inc. (hereinafter the "Non-profit subgrantee"), located at 245 N. Water, Wichita, KS 67202.

WITNESSETH THAT:

WHEREAS, funding to be made available by the City under this Agreement has been approved by the United States Congress and grant allocations made by the U.S. Department of Housing and Urban Development.

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title XII of Division A of the American Recovery and Reinvestment Act of 2009, and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita for implementation of the Homelessness Prevention and Rapid Re-Housing Program; and

WHEREAS, the cooperation of the City and the Non-profit subgrantee is essential for the successful implementation of Homelessness Prevention and Rapid Re-Housing Program (HPRP);

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

WHEREAS, on May 12, 2009 the Wichita City Council approved the substantial amendment to the Consolidated Plan to implement the HPRP; and

WHEREAS, on September 15, 2009 the Wichita City Council approved the contract agreement between the City and Catholic Charities, Inc.;

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

1. SCOPE OF SERVICES

1. Scope of Services: Catholic Charities, Inc. (Non-profit subgrantee) will operate a Rapid Re-Housing program which meets the expectations of the funding source, the Homelessness Prevention and Rapid Re-Housing Program. The Non-profit subgrantee which will assist those who are homeless, who have no appropriate subsequent housing options and who lack the financial resources and support networks need to obtain immediate housing. Funds will be prioritized to serve households that are in most need of temporary assistance and are most likely to achieve stable housing outside of grant support within three months, or as warranted up to 18 months.

2. Revision of Scope: The City may revise the approved objectives, accomplishments, and budget items in Attachments E, F and G when necessary. The Non-profit subgrantee may request a budget revision at any time. However, prior to any purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Non-profit subgrantee 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 in light of the purposes of this contract through a period of 34 months ending no later than July 21, 2012, unless an extension has been approved by the City by that date OR unless the Agreement is terminated earlier in accordance with other provisions herein.

3. COMPENSATION AND USE OF FUNDS

Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the American Recovery and Reinvestment Act of 2009, other regulations governing the use of contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. ***It is the Non-profit subgrantee's responsibility to read, understand, and comply with these regulations and to timely provide any information necessary to enable the City to comply with its own reporting obligation .***

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Non-profit subgrantee shall comply with, and adhere to:
   a. Office of Management and Budget (OMB) Circular No. A-110, Uniform Administrative Requirements of Grants and Other Agreements with Institution of Higher Education, Hospitals and Other Nonprofit Organizations; and
   b. OMB Circular No. A-122, Cost Principles for Nonprofit Organizations; and
   c. 24 CFR 85.44

2. Total Payments: Total amount of funds provided by the City to the Non-profit subgrantee under this Agreement shall not exceed $422,117. At the sole discretion of the City, any funds deemed to be in excess of the need to comply with the scope of services, will be de-obligated from this Agreement and made available for other eligible program costs, as determined appropriate by the City. Pursuant to the Grant Agreement between the City and HUD, the City shall also have the discretion to increase the amount of funds at a time in the future and as dictated by program needs.

3. Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in Attachment E and for which the Non-profit subgrantee has made payment during the period of performance set forth in Section 2.1 above. The City agrees to reimburse the Non-profit subgrantee for such costs, and payment shall be made upon receipt of a request for reimbursement from the

Non-profit subgrantee specifying the services performed or expenses incurred. The Non-profit subgrantee must use the reimbursement request form provided by the City (Attachment F). All requests for reimbursement must be accompanied by documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.) and other supporting documentation such as reports submitted.

4. Double Reimbursement: The Non-profit subgrantee shall not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue.

5. Restriction on Disbursements: No entitlement funds shall be disbursed to a Non-profit subgrantee or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated.

6. Withholding Payments: All payments to the Non-profit subgrantee are subject to the Non-profit subgrantee's compliance with this Agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.

7. Closeout Reimbursement: Closeout billings are to be submitted 10 working days after termination of the contract, or as further defined by HUD. If not submitted, the unexpended funds shall revert to the City of Wichita.

8. Program Income: This Agreement will not generate Program Income.

9. Refund of Income: This Agreement will not generate Earned Income.

4. USE AND DISPOSITION OF PROPERTY

1. Property Disposition: It is not expected that the Non-profit subgrantee will make purchases of property or services related to the implementation of this Agreement. Should such purchases be made, they will remain the property of the Non-profit subgrantee until such time as they are no longer needed. At such time, the Non-profit subgrantee will inquire of the City as to the appropriate disposition of such property.

2. Disposition of Real Property: It is not anticipated that this Agreement will require the purchase of real property.

5. ASSIGNMENTS

1. Assignability: Neither the City nor the Non-profit subgrantee shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.

2. Subcontracting/Third Party Contracts: The very nature of certain project activities requires subcontracting. Third parties may be procured for a variety of services, including but not limited to demolition, construction, and renovation; legal services; and engineering services. The Non-profit subgrantee agrees to furnish the City with a copy of each third party contract that it executes in the performance of the work to be undertaken within the scope of this Agreement. Furthermore, the Non-profit subgrantee must incorporate in any and all such contracts provisions which will obligate

each of its subcontractors or partners to comply with all federal laws and regulations applicable to this program. Any third party contract that is not in accordance with the outlined budget in this Agreement shall be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Non-profit subgrantee.

The Non-profit subgrantee agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the HPRP, provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement, and the Non-profit subgrantee agrees to require and monitor compliance by all contractors, subcontractors, and other third parties.

6. AUDITS AND INSPECTIONS

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

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

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

7. NON-PROFIT SUBGRANTEE RESPONSIBILITIES

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Non-profit subgrantee agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.

2. Non-Municipal Personnel and Services: All services required herein will be performed by the Non-profit subgrantee under the direction of its Board of Directors or other governing body. Any services outside the budget line items or the Scope of Services, which the Non-profit subgrantee deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in this document.

8. DOCUMENTATION AND RECORD KEEPING

1. Establishment and Maintenance of Records: The Non-profit subgrantee shall establish and maintain records as prescribed by HUD and/or the City, with respect to all matters covered by this contract.

2. Record Requirements: The Non-profit subgrantee shall maintain all records required by the American Recovery and Reinvestment Act of 2009. The City will advise of specific record format details as they become available.

3. Retention: The Non-profit subgrantee shall retain all records of all project expenses, activities, correspondence, records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD in accordance with the American Recovery and Reinvestment Act of 2009.

4. Documentation of Costs: All costs shall be supported by properly executed documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

5. Inventory Management: The Non-profit subgrantee must submit an annual statement identifying the status of all equipment and non-real property items purchased under this Agreement by the termination date or by a mutually agreed upon alternate date. The status report should inventory all equipment and non-real properties purchased under this Agreement and state the condition of the equipment and its location.

9. PROGRAM EVALUATION

1. Performance Measures: During the Grant Agreement period, the Non-profit subgrantee agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating compliance with expectations of the HPRP rapid re-housing guidelines. If it is determined that any of expectations cannot be achieved within the identified timeframe, a request for an extension must be submitted to the City for consideration. However, in no instance may rapid re-housing activities reflect expenditures incurred after July 21, 2012. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2.

2. Reporting: The Non-profit subgrantee shall be required to submit monthly performance and financial reports as specified in Attachments F and G no later than the 15th business day of the month (unless otherwise specified), as well as other information and data required by the City to respond to current HUD regulations. Performance and financial reports must be received before the City can process reimbursements. As stated in Section 11.2, sanctions will be imposed upon the Non-profit subgrantee for failure to satisfy report due dates.

   Performance Reports: The Non-profit subgrantee agrees to submit program activity and progress reports to the City on a monthly basis, and other reports as may be required or requested by the City or HUD. Performance Reports will include, as applicable, at a minimum:

   a. The City's Performance Report form provided as Attachment G:

b. A description of any anticipated problems or obstacles, and a plan for how those future obstacles will be addressed;
c. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
d. Other supportive information or documentation, as applicable; and
e. Any other reports or documentation as requested by the City or HUD.

3. Final Performance Reports: Final performance/project reports will include the above-listed components and any other pertinent material requested by the City or HUD. This final report will be due no later than August 5, 2012 or the date of final reimbursement, whichever is later.

4. Client Data: The Non-profit subgrantee agrees to maintain client data according to the Homeless Management Information System requirements and the specific requirements of the HPRP as specified in the Program Notice and any subsequent notices.

10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project. All data necessary to review and monitor program progress as determined by the City will be made available to City personnel. This includes, but is not limited to, performance records and interviews with Non-profit subgrantee staff as required by the City.

2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Non-profit subgrantee through documents submitted to the City and/or on-site monitoring. The Non-profit subgrantee shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. The City will provide notice to the Non-profit subgrantee prior to on-site monitoring visits.

3. Other Funding: If the attached Budget Detail, Attachment E shows that funding for this program is to be provided from other sources, the receipt and expenditure of such funds must be adhered to as specified and is subject to review. All accounting records necessary to complete a review of other funding sources must be made available. Any change in the attached budget that affects funding from sources other than the City must have prior written authorization from the City.

4. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Non-profit subgrantee's adherence to the expectations in this Agreement. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

   The Non-profit subgrantee 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.

5. Projects Involving Construction or Renovation: This Agreement will not involve construction or renovation.

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

7. Non-profit subgrantee Response: The Non-profit subgrantee shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that the Non-profit subgrantee fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action or may terminate this Agreement in accordance with applicable federal regulations.

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

   Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:
   a. Reasonable description of the default/reason for termination;
   b. Demand for a cure; and
   c. Statement of reasonable time within which a cure must be affected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Non-profit subgrantee for the violation of any of the terms of this Agreement, failure to comply with any terms in this Agreement, or failure to undertake the project in a timely manner. If the City elects to impose sanctions they may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit subgrantee to return funds already received, or barring the Non-profit subgrantee from future funding.

3. Closeout: The Non-profit subgrantee's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, submitting a final reimbursement request and final activity/progress report to the City, disposing of program assets (including the return of all equipment, program income balances, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Non-profit subgrantee.

12. LAWS, REGULATIONS AND SPECIAL CONDITIONS

The information in this section is included for the convenience of the Non-profit subgrantee and to inform the Non-profit subgrantee of the specific statutory and regulatory requirements to which the acceptance of funds makes them subject. ***For the actual regulatory or statutory requirements, the Non-profit subgrantee should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Non-profit subgrantee shall likewise comply with the applicable provisions of Section VII of the "Notice", entitled Other Federal Requirements. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Non-profit subgrantee.

1. Section 3 – Employment Opportunities for Area Residents: The Non-profit subgrantee and any authorized subcontractor shall be subject to all applicable provisions of the Housing and Community Development Act of 1974 (42 U.S.C. 5301), as amended, including but not limited to Executive Order 11246 and Section 3 of the Housing and Community Development Act of 1974, "Employment Opportunities for Business and Lower Income Persons in connection with Assisted Projects" (HUD 24 CFR 135). These require that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to businesses that are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the Contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Non-profit subgrantee utilizes the bidding procedure to obtain bids, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 and the clause (Attachment A) shall be inserted as a component part of any contract or subcontract.

2. Environmental Review: Under 24 CFR 50.19(c)(1), activities funded under the HPRP Notice is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321). Moreover, consistent with the provisions for administrative and management expenses, tenant-based rental assistance, and supportive in 24 CFR 50.19(b)(3), (11), and (12), the eligible activities to be assisted under the HPRP Notice are categorically excluded from the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and are not subject to environmental review under the related laws and authorities.

3. Section 504 – Persons with Disabilities: The Non-profit subgrantee, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Non-profit subgrantee.

4. Discrimination Prohibited: No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Non-profit subgrantee receiving funds pursuant to this contract.

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

5. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Non-profit subgrantee or is employed in an administrative capacity by the Non-profit subgrantee. For the purposes of this section, "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the program.

6. Conflict of Interest: The Non-profit subgrantee hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, In accordance with 24 CFR 570.611, no member, officer, or employee of the Non-profit subgrantee who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

7. 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.

8. Lobbying Prohibited: None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas. The Non-profit subgrantee shall assure compliance with the regulations at 24 CFR Part 87 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

   The Non-profit subgrantee certifies to the best of its knowledge and belief that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Non-profit subgrantee to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

   b. 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, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Non-profit subgrantee will complete and submit Standard Form LLL., "Disclosure Form to Report Lobbying," in accordance with its instruction.

9. Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

10. Religious Organizations: The HPRP notice allows religious organizations to participate in projects funded with Federal resources, and prohibits discrimination against an organization on the basis of the organization's religious character or affiliation.

13. MISCELLANEOUS CLAUSES AND NOTICES

1. Findings Confidential: Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Non-profit subgrantee under this Agreement are confidential. The Non-profit subgrantee agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.

2. Dissemination of Information: The Non-profit subgrantee, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Non-profit subgrantee under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. Seq.

3. Identification of Documents and Projects: All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Non-profit subgrantee, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The (preparation/funding) of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S. Department of Housing and Urban Development and the City of Wichita.

4. Training Required: It shall be the responsibility of the Non-profit subgrantee to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.

5. Copyrights: If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to HUD regulations. HUD and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

6. Patents: Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall

be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.

7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Non-profit subgrantee, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Non-profit subgrantee pursuant to this contract.

14. ATTACHMENTS

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

Attachment A –	Section 3 Clause
Attachment B –	Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements
Attachment C -	Full program scope of the Rapid Re-Housing Program
Attachment D –	Performance Criteria/Objectives
Attachment E –	Budget Detail
Attachment F –	Request for Reimbursement/Cost Control Statement
Attachment G –	Performance Report Form

16. AUTHORIZATION TO ENTER INTO CONTRACT

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

NON-PROFIT SUBGRANTEE

Janet Valente Pape, Executive Director Catholic Charities, Inc.	Date

CITY OF WICHITA

Carl Brewer, Mayor	Date

ATTEST:

Karen Sublett, City Clerk	Date

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney City of Wichita	Date

SECTION 3 CLAUSE

A. 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.

B. The parties to this contract agree to 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.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor 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.

D. The contractor 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 a 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.

E. The contractor 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.

F. 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.

G. 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).

H. Section 3 Goals. The City of Wichita in accordance with 24 CFR Part 135, has establish goals for CDBG assisted projects. All Section 3 covered contracts shall include the Section 3 clause as shown above. Consistent with existing Federal, State and local laws and regulations, the City of Wichita has set the following goals to comply with the Section 3 requirements:

- Committing to employ Section 3 residents at a rate of 30% of the aggregate of new hires for housing and community development assisted projects
- Committing to contract a minimum of 10% of the total dollar amount of all other Section 3 covered contracts, such as community development infrastructure improvements or professional services.

Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of CDBG funds for the following activities:

- Housing construction
- Housing rehabilitation
- Other public construction

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, Non-profit subgrantee, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, Non-profit subgrantee, 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, Non-profit subgrantee 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, Non-profit

subgrantee 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, Non-profit subgrantee or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor, Non-profit subgrantee 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, Non-profit subgrantee or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor, Non-profit subgrantee or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Nondiscrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor, Non-profit subgrantee 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, Non-profit subgrantee 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/Non-profit subgrantee fails to comply with the manner in which the contractor/Non-profit subgrantee 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, Non-profit subgrantees, 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, Non-profit subgrantees 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.

Attachment C

Program Summary

I. Program Philosophy

The mission of Catholic Charities, Inc. is to further the Gospel values of love and justice through education, advocacy, community collaboration and service to the poor and disadvantaged in our society. We provide services to all in need, regardless of faith. Services are designed to enable each individual and family with the resources and skills necessary to preserve dignity and secure economic stability and independence. We are requesting $422,117 to implement Rapid Re-Housing (RR) services for eligible individuals and families for a period of 36 months following date of award from the City of Wichita.

Funding will enable Catholic Charities, Inc. to assist individuals and families who are homeless, who have no appropriate subsequent housing options and who lack the financial resources and support networks needed to obtain immediate housing. We will prioritize these funds to serve households that are in most need of temporary assistance and are most likely to achieve stable housing outside of grant support within three months, or as warranted up to 18 months.

We will adhere to the general criteria as set forth in the funding announcement for the Rapid Re-Housing (RR) program:

- We agree to provide assistance to eligible clients identified through the United Way of the Plains Laid-Off Workers Center;
- We agree to provide assistance to eligible clients referred from other community resources, or from those who self-refer;
- We estimate to serve a minimum of 43 households over the 36 month period with rental assistance, while also serving up to an additional 337 households with rent security deposits, utility deposits, utility payments, moving costs, and/or motel/hotel night services as financial assistance. Total expenditures for financial assistance will not exceed $301,093. Total for housing relocation and stabilization assistance will not exceed $100,926. Catholic Charities, Inc. is requesting a total of $20,098 (5%) to cover administrative costs of the program. Total project cost is $422,117;
- Receipt of HPRP funds will enhance and expand Catholic Charities, Inc. existing homeless services provided through our St. Anthony Family Shelter, Harbor House and Help Center (formerly known as Emergency Services) programming to the community;
- HPRP funds will leverage other funding received by Catholic Charities, Inc. including but not limited to annual individual and corporate donations and grant funds, as well as sources of other direct financial and housing stabilization support from other community providers;
- We will continue to participate in the HMIS data collection process, entering all Rapid Re-Housing activity into the system as it occurs; and will
- Submit monthly reports reflecting participant demographics and outcomes.

II. Participant Determination Process

Determination of participant eligibility will be established upon receipt of referral by phone, fax, or in-person self-referral. In addition to the United Way of the Plains Laid-Off Workers Center and self-referrals, we anticipate receiving referrals from human and social service providers including the Kansas

Department of Social and Rehabilitation Services (SRS); housing services including the City of Wichita Department of Housing and Community Services; homeless shelters; transitional housing; domestic violence shelter facilities; medical and mental health providers; public and private school districts; faith communities (churches, parishes, mosques and synagogues) and correctional facilities. The Rapid Re-Housing Coordinator at Catholic Charities, Inc. will be responsible for responding to all public inquiries, facilitation of referrals and completion of the eligibility determination below:

- Applicant is an individual or family meeting one of these determination criteria:
  (1) sleeping in an emergency shelter, (2) timing out or graduating from a transitional shelter, (3) sleeping in a place not meant for human habitation (car, on the street), (4)sleeping in a place not meant for human habitation prior to hospitalization or other institutional placement, or (5)victim of domestic violence; AND
- Applicant household income is 50% or below Area Median Income for Wichita, KS.

If the applicant (individual or head of family household) meets this eligibility criteria, an initial in-person visit with the Rapid Re-Housing Coordinator at the Catholic Charities, Inc. offices will be scheduled within two (2) working days to determine needs, review supporting documentation, and determine the type(s), minimum amount and duration of assistance needed to prevent the applicant from returning to homelessness. Applicants with English language and/or literacy barriers will be provided interpretation and assistance service free of charge. Applicants with transportation barriers will be provided taxi vouchers to travel to-from the Catholic Charities, Inc. office. Applicants who do not have access to a telephone may visit the agency offices any time Monday through Friday from 8am to 5pm to complete the eligibility determination and if eligible, schedule an appointment with the Rapid Re-Housing Coordinator to complete a needs assessment.

A completed needs assessment will result in creation of the Household Service Plan (case management plan). The types, duration and level of assistance will be clearly reflected in the Plan, and mutually agreed upon through signature of the applicant and the Rapid Re-Housing Coordinator. It is expected that a number of applicants may be sleeping on the street or in a car at time of assessment; those persons will be temporarily housed in a shelter or hotel/motel so they may complete housing search and placement activities under their Plan.

Applicants who do not meet eligibility standards will be referred to other appropriate programs and providers in the community. The Rapid Re-Housing flowchart appears as attachment A.

III. Household Service Plan (Case Management Plan)

At the time an applicant is determined to be eligible for service, an in-person visit date and time will be scheduled within two (2) working days with the Coordinator to complete a comprehensive need and risk assessment and begin development of the Household Service Plan (Case Management Plan). HPRP assistance is not intended to provide long-term housing support, nor to address all of the financial and supportive service needs of homeless households. Linking participants to community resources and mainstream benefits will comprise a significant portion of the assessment and Household Service Plan.

The Household Service Plan will include all demographic information for each household member, with supporting documentation of photo identification of the individual applicant or head of family household (such as driver's license, KS identification card, school identification card, etc.). For all other household

members, documentation must be provided to support relationship to the head of household (such as school identification card, immunization record, birth certificate, court guardianship documentation).

Evidence of homeless status must be confirmed from an independent third party. In the case of persons coming from a shelter or transitional shelter, a letter from the director of the shelter will be required reflecting the dates of stay in that facility for the applicant household. For persons coming from living on the street, a letter from any medical, social or human service agency, governmental program (such as SRS or VA), or local law enforcement official verifying homeless status will be required. For persons coming from a medical, correctional or other institutional setting, a letter from the director of the facility reflecting the dates of stay in the facility and verification of homeless status of the applicant prior to institutionalization will be required.

Proof that the household meets the income requirement of 50% or less than the Wichita area median will need to be provided at the initial meeting. Documentation may include pay stubs, letter on employer letterhead stating wages paid, 2008 income tax return, letter or electronic mail reflecting unemployment or disability income paid, bank or credit union statements.

Applicants unable to provide household income documentation will be required to sign an agency affidavit attesting their 2009 household income has not exceeded the 50% limit.
Once enrolled in the program and receiving RR services, participants must produce income verification documentation at the time of each subsequent Coordinator in-person visit.

Risk Assessment

In order to determine ability of the applicant to achieve housing stabilization, a risk assessment will be conducted during the initial interview to (1) identify other community resources and mainstream benefits available or currently being received by the applicant household and (2) estimate the level and duration of financial assistance necessary for the household to achieve housing stabilization. No financial assistance will be available to applicants who are receiving housing or utility assistance from other governmental or non-governmental programs.
Risk indicators may include:

1. Applicant was evicted within the past two (2) weeks from home;
2. Applicant has been discharged from an institution within the past two (2) weeks;
3. Applicant has been living in condemned housing;
4. Applicant has suffered loss of significant income within the past 90 days;
5. Applicant has suffered significant increase in utility costs within the past 90 days;
6. Applicant or other family member(s) has been diagnosed and/or treated within the past 90 days for mental health condition;
7. Applicant or other family member(s) has been diagnosed and/or treated within the past 90 days for substance abuse;
8. Applicant or other family member(s) use alcohol and/or illegal substances;
9. Applicant or other family member(s) have physical disability or other chronic health issues preventing continuous full or part-time employment;
10. Applicant or other family member(s) have been unemployed for the past 90 days;
11. Head of Household is under age 25, has one or more children in the home; or is pregnant;
12. Applicant has children currently placed in the foster system;
13. Applicant has suffered traumatic life event such as death of a spouse, primary care provider, or recent health crisis preventing employment in the past 90 days;
14. Applicant has significant amount of medical debt (more than 30% of annual income);

15. Applicant has credit problems (low credit score, bankruptcy) that prevent ability to obtain rental housing and/or turning on utilities for home;

Responses to these factors will assist in determining likelihood that applicant household will be able to achieve housing stability within three months, while also determining level and duration of assistance through Rapid Re-Housing program. Naturally, the scope and intensity of services for a homeless family will be greater than that provided to an individual. However, applicants who may have risk factors, will most likely need more long-term and coordinated services from multiple providers in the community beyond the 18 month limitation period of this program. These individuals upon completion of the risk assessment will receive appropriate referrals by the Rapid Re-Housing Coordinator to those respective providers and long-term housing options.

Identification of Housing and Homeless Prevention Options

If outcome of the risk assessment indicated the applicant is appropriate for service, needs assessment and development of Household Service Plan will move forward in development, containing the following components:

- Other Permanent Housing Options – document 12 month history of housing type and location prior to becoming homeless; discuss potential to reside with another family member or and friend and place immediately if possible; submission of application for Section 8 Housing Voucher program or other appropriate housing programs administered by the City; referral to Habitat for Humanity homeownership program; identification of two or more rental housing locations for immediate occupancy under the RR program.

- Resources to Avoid Homelessness – document 12 month history of employment for each employable adult member of household; referral to participation in job training, re-training programs through local Workforce Center, KANSEL, Goodwill; enrollment in Kansas Work Certificate program; PACES job training program; review of applicant credit report and past 120 days of applicant household budget; schedule initial consultation with Consumer Credit Counseling Services Inc. in Wichita; assist eligible household members in filing for Unemployment compensation if eligible; referral to His Helping Hands or other community provider of free household furniture; referral to Wichita office of Social and Rehabilitation Services to complete government benefit enrollments (also includes child care, cash assistance (TAF)); referrals to KANSEL or other community provider for English and GED completion; review of transportation needs to secure/retain employment, etc.

- Physical and Mental Health Services – document 12 month history of physical (including dental & eye care) and mental health services, treatments and/or needs for each household member ; referrals to safety-net clinics, counseling and mental health services, prescription medication assistance providers; enrollment in Medicaid/Health Wave, supplemental food assistance program (formerly known as food stamps); WIC (for pregnant women and infants); Summer Food Program; School free and reduced lunch program (for household children); access to area food pantries and congregate feeding programs; receipt of Meals on Wheels for households with elderly members; access to senior living programs; enrollment in pre-natal services for pregnant women (Healthy Babies) at Sedgwick County Health Department, etc.

The Catholic Charities, Inc. Rapid Re-Housing program will require every RR household to complete an initial consultation within 30 days of move-in to rental housing with Consumer Credit Counseling

Services, Inc. in Wichita. This organization has the experience and services (free to charge) of on-going financial literacy education available to RR participants. Outcome of the initial consultation will be reported to the Coordinator and plan of the applicant household to participate in additional Consumer Credit Counseling Services programming will be made a part of the Household Action Plan. The initial fee of $25 will be paid by the RR funds.

We will also request each household, at the time the head of household and/or other adult household members become employed (full or part-time) place five percent (5%) of their monthly earnings in an interest-bearing savings account at bank or credit union of their choice. Rather than require a co-payment for financial assistance services, we will encourage participants to save a portion of their earnings to be used for expenses such as utilities, food, gas and/or to establish an "emergency fund" for future use. Review of savings accounts will be part of the Coordinator in-home visit when reviewing the household budget and compliance.

The Household Service Plan will be established for an initial three month (90 day period); and for those households warranting additional months of service, Plans will be updated and revised. Each plan will contain at least one (1) goal for each indicator of need which may include the following:

- Permanent Housing
- Employment/Generation of Adequate Monthly Income
- Maintaining a Household Budget & Savings Plan
- Meeting Daily Needs (food, clothing, utilities, transportation)
- Receiving medical and mental health services
- Attending school and other school-related activities (for households with children under 18)

At conclusion of development of the Household Service Plan, the Coordinator will review with the applicant a copy of the Kansas Tenant's Handbook and schedule date/time to attend a session on "Know Your Rights as a Tenant". We believe it is important that all participants be aware of their rights and responsibilities as a renter. The two or more rental locations identified in the Plan will be contacted by phone, and the date/time of the applicant visit with the potential landlord will be recorded by the Coordinator in the Plan.

Intensive case management will be provided to each household during this three month period, with an in-home face-to-face Coordinator visit taking place with each participant household every thirty (30) days (total of three visits). During each of these visits the Coordinator will evaluate progress made by each household in meeting the Plan goals; identify new issues or barriers preventing achievement of goals; conduct a physical assessment of the condition of the home and living environment; review the household budget, and verify continued eligibility of the household in the RR program. If indicated, the Coordinator will review conditions of the lease and responsibilities of the participant (renter) to prevent issues that may result in return to homelessness. Participants at a minimum must meet with the Rapid Re-Housing Coordinator fact-to-face every 90 days (3 months) in order to remain eligible for services during this program funding period.

For households needing additional periods of financial assistance, the Coordinator will conduct in-home, face-to-face visits with the participant household every 60 days beginning with month 4 of services, through month 18. The Coordinator will evaluate progress made by each household member in meeting the Plan goals; identify new issues or barriers preventing achievement of goals; conduct a physical assessment of the condition of the home and living environment; review the household budget, problems

with management of household income and/or ability to secure other community and governmental support services, and verify continued eligibility of the household in the RR program.

Definition of Housing Stabilization

We will determine a program participant to achieve housing stabilization and discharged from RR program at the time the household has demonstrated ability to pay for continued level of housing and/or basic utilities or at the time the household income exceeds 50% of Wichita area median income.

Reasons for Discharge

Discharge of participants from the program prior to reaching housing stabilization will occur at the time of any of the following:

- Household (head of household) fails to meet in-person with the Rapid Re-Housing Coordinator at minimum every 90 days;
- Household moves ("breaks lease") without notifying the Coordinator;
- Failure at any time during the period to participate in Household Service Plan;
- Household provides false information or refuses to provide documentation at any time during provision of services in order to meet qualifications set forth by the funding entity (HUD)

Program Financial Assistance

Financial assistance will be limited to short-term rental assistance (3 months), medium-term rental assistance (4 to 18 months), rental security deposits, utility deposits, utility payments, moving cost assistance, and motel/hotel vouchers for those who need temporary shelter from the street while waiting for rental housing unit to become available. All eligible participants will be admitted to the program with Household Service Plan goal of housing stabilization within three months due to receiving short-term rental assistance (3 months) and/or utility assistance not to exceed three months. Based on needs reflected in Coordinator assessments, four to 18 months of additional assistance may be provided to participants.

Participants may have up to six (6) months utility payments in arrears paid for under this program in order to have utilities activated in new rental housing. The unpaid utilities must be in the name of the household applicant (head of household) with documented proof of bill or cancelled check paid by the applicant at previous address. The payment of the six months arrearage will count toward the 18 month limitation of assistance for the household.

Moving cost assistance includes rental of truck, hiring a moving company or short-term storage fees for a maximum of three (3) months or until the program participant is in housing, whichever is shorter. Motel/hotel vouchers will be used when no appropriate shelter bed is available and rental housing has been identified but not immediately available for move-in.

All financial assistance will be paid by Catholic Charities, Inc. corporate check directly to vendors. Supporting documentation including copy of leases, utility bills, etc. along with copies of checks representing vendor payments will accompanying all invoices to City of Wichita for reimbursement to the agency. No cash will be issued as payment for these services to anyone.

Determination of Reasonableness

Catholic Charities, Inc. will utilize the HUD media rental rates for apartments in Wichita as basis for budgeting project expenses and determination of maximum amount of rent to be paid for rental unit (house or apartment). For this project, those maximum rates to be paid by the project will be:

One-bedroom unit - $481 per month
Two-bedroom unit - $632 per month
Three-bedroom unit - $808 per month

Rental units larger than three bedrooms will be paid at the HUD rate. A four percent (4%) cost of living adjustment is added in Year 2 and Year 3 as reflected in the budget.

Program Housing Relocation and Stabilization Services

Case Management

The program will be staffed by a Rapid Re-Housing Coordinator at Catholic Charities, Inc., who will commit 25 hours per week (1,300 hours per year= .625 FTE) to provide leadership and direct client services. The Coordinator will serve as case manager for the project providing intensive services including but not limited to: responsible for arrangement, coordination, monitoring and delivery of services meeting the housing needs of participants; developing, securing and coordinating referrals and services; assisting participants in development and adherence to monthly household budgets; assuring participants' rights are protected; developing individualized housing and service plans (Household Service Plan) including a path to permanent housing stability subsequent to RR financial assistance; assist with housing search and placement; facilitate enrollment of participants in government benefit programs; complete all home visits and coordinate home inspections; enter all required participant data into the HMIS system, review plans routinely, and include RR households in the agency Continuous Quality Improvement (CQI) process.

Home Inspections

Home inspections will be conducted by Richard Tracy, Catholic Charities Inc. Facilities Coordinator. These inspections will be conducted 24 hours prior to move-in date of the household in order to guarantee the housing is compliant with the 11 Habitability Standards contained in Appendix B of the applicant guidelines. We will utilize HUD Form 52580-A Housing Choice Voucher Program Inspection Form (checklist). Testing for lead-based paint will be conducted per HUD and EPA regulations.

Outreach and Engagement

We would like to partner with the recipient of Homeless Prevention (HP) funding to jointly produce flyers, public service announcements, and other media items. We intend to feature the program information and access to complete the eligibility form on our agency website, and will encourage other human and social service provider websites to establish a link to our page to facilitate education and application for eligible individuals and families. A meeting with all emergency shelters, transitional housing and domestic violence programs in the area will be held shortly after hiring of the Coordinator to familiarize those staff with eligibility, referral process and use of our referral form.

Legal, Mediation & Credit Repair

All project services will be provided by Catholic Charities Inc., with the exception of credit repair services to be provided through contractual arrangement with Consumer Credit Counseling Service, Inc. in Wichita, with the initial $25 fee paid by RR funds. Mediation/legal services for housing issues to be provided through contractual arrangement with Floodman, Wagle and West, or attorney of participant choice.

Administrative Costs

Catholic Charities, Inc. will utilize five percent (5%) of the award ($20,098) to support administrative costs of the project including accounting for use of grant funds, preparing reports for submission to the City of Wichita and HUD; training of homeless shelter staff among Wichita facilities; mileage to-from homes to conduct face-to-face home visits; kits and processing fees for lead-based paint testing; routine office supplies; use of the agency computer system, phones and fax; Coordinator office space and utilities expenses.

IV. Program Outcomes

The Rapid Re-Housing Program will result in (for all three years):

Output: Minimum of 43 Household Service Plans for rental assistance for three (3) month period will be develop, and revise as necessary for up to 18 months; Up to 337 additional Household Service Plans developed for three (3) month period requiring financial assistance other than monthly rental support, and revise as warranted for up to 18 months.

Outcome: (1) Barriers to permanent housing are reduced 25% or more for each household; (2) 25% or more of households will live in safe, secure housing; receive uninterrupted utilities and housing stabilization services at the end of 90 days; and (3) home visits and supportive services will achieve improvement in housing stabilization for 100% of households.

Indicators: Number of households with signed lease contracts; Number of households receiving uninterrupted utility services; Number of home visits by Coordinator; Number of households receiving credit repair services, legal and/or mediation; Number of households achieving adequate household income resulting in stabilization and program completion; Number of households discharged within 90 days (3 months), Number of households discharged within 120 days (6 months); Number of households discharged within 180 days (9 months); Number of households discharged within 270 days (12 months); Number of households discharged within 360 days (15 months), Number of households requiring full 18 months of program services.

Target: 70% of households implementing a Household Service Plan will secure housing stabilization resulting in program discharge within 180 days (6 months).

Attachment D

PERFORMANCE CRITERIA AND OBJECTIVES

PROGRAM NAME: HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM DATA COLLECTION AND EVALUATION

NON-PROFIT SUBGRANTEE INFORMATION

NAME:	Catholic Charities, Inc.
CONTACT PERSON(S):	Martha McCabe
ADDRESS:	532 North Broadway (67214)
PHONE:	(316) 264-8344
FAX:	(316) 264-4442
EMAIL:	mmccabe@catholiccharitieswichita.org
CONTRACT PERIOD:	October 1, 2009 – July 21, 2012
FUNDING SOURCE(S):	Homelessness Prevention and Rapid Re-Housing Program

HUD OUTCOME PERFORMANCE MEASUREMENTS

Program Description: Catholic Charities, Inc. (Non-profit subgrantee) will operate a Rapid Re-Housing program which meets the expectations of the funding source, the Homelessness Prevention and Rapid Re-Housing Program. The Non-profit subgrantee which will assist those who are homeless, who have no appropriate subsequent housing options and who lack the financial resources and support networks need to obtain immediate housing. Funds will be prioritized to serve households that are in most need of temporary assistance and are most likely to achieve stable housing outside of grant support within three months, or as warranted up to 18 months.

Program Content: The Non-profit subgrantee shall provide such information as is required for reporting on activity associated with the Homelessness Prevention and Rapid-Re-Housing Program.

Goal: Reduce the number of families who are at risk of becoming homeless

Objectives:
1. Persons who are at risk of becoming homeless are screened for assistance.
2. Central point of intake is established for at-risk families.
3. Service provider network is established to assist at-risk families.

Outcome Measurements
1. 200 persons receive Homeless Prevention assistance.
2. 170 persons remain stabilized after a maximum of 18 months of assistance.

Program Administration: The Non-profit subgrantee contact person will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Non-profit subgrantee shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in 24 CFR part 84 which implements OMB Circular A-110.

1. Maintaining a code or standard of conduct governing the performance of the Non-profit subgrantee's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.

2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in A-110.

3. Invitations for bids shall be based on specifications developed by the Non-profit subgrantee. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.

4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.

5. The Non-profit subgrantee agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".

6. The Non-profit subgrantee will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and the Non-profit subgrantee that for reimbursement of eligible and necessary expenses up to $422,117, the Non-profit subgrantee will provide rapid re-housing services for the Homelessness Prevention and Rapid Re-Housing Program. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any costs in excess of $422,117 are the responsibility of the Non-profit subgrantee, until and unless this Agreement is modified and funding is increased.

Budget: The City shall pay the Non-profit subgrantee as hereinafter set out the maximum of $422,117 for the program described in this contract. Funding under this agreement shall be originally budgeted as detailed in Attachment E. Adjustments to budget line items and categories may be made with agreement by both parties to this Agreement.

Method of Payment: The Non-profit subgrantee agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HUD's requirements for the Homelessness Prevention and Rapid Re-Housing Program.

1. The City and the Non-profit subgrantee also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Non-profit subgrantee 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 Non-profit subgrantee's files for three years after the final audit of expenditures made under this contract, or until such time as HUD subsequently determines.

Attachment E

BUDGET DETAIL

FUND	**DEPT./DIVISION**	**PROJECT NAME**	**OCA**
Homelessness Prevention and Rapid Re-Housing Program	Housing & Community Services	Catholic Charities: Rapid Re-Housing	

Account Classification			**Budget**
CONTRACTUAL SERVICES			
	2120	Client Utility Assistance	$74,880
	2295	Delegate Agencies – Phone, Communications	$3,960
	2395	Delegate Agencies – Travel	$1,746
	2599	Other Professional Services	$126,849
	2902	Advertising	$1,500
	2907	Rent and Rent Assistance	$162,264
	2917	Printing and Photocopying	$900
	2995	Delegate Agencies – Rent	$2,700
	2996	Delegate Agencies – Other Contractuals	$37,740
	2997	Delegate Agencies – Administrative Charges	$7,000
	3195	Delegate Agencies – Supplies	$1,078
	3995	Delegate Agencies – Misc Commodities	$1,500
TOTAL			**$422,117**

Attachment F

Rapid Re-Housing
REIMBURSEMENT REQUEST FORM
Appropriate documentation must be attached.

Date: _____

Agency	Catholic Charities, Inc.		
Project Title	Rapid Re-Housing	OCA	_____
Period	October 1, 2009 – July 21, 2012		
Vendor Code	806614/001		
Phone	264-8344-Office; 264-4442-Fax		

Account Classification			Budget	Request
CONTRACTUAL SERVICES				
	2120	Client Utility Assistance	$74,880	
	2295	Delegate Agencies – Phone, Communications	$3,960	
	2395	Delegate Agencies – Travel	$1,746	
	2599	Other Professional Services	$126,849	
	2902	Advertising	$1,500	
	2907	Rent and Rent Assistance	$162,264	
	2917	Printing and Photocopying	$900	
	2995	Delegate Agencies – Rent	$2,700	
	2996	Delegate Agencies – Other Contractuals	$37,740	
	2997	Delegate Agencies – Administrative Charges	$7,000	
	3195	Delegate Agencies – Supplies	$1,078	
	3995	Delegate Agencies – Misc Commodities	$1,500	
TOTAL			**$422,117**	

Authorized Signature _____

Attachment G

Rapid Re-Housing

PERFORMANCE DATA

Date _____

Outputs (What will you do?)	Outcomes (What will be the result?)	Indicators (How will you measure the result?)	Results (What results are anticipated?)
# households with signed leases	Families admitted to HPRP program will decrease barriers to self-sufficiency	Scoring on Arizona self-sufficiency matrix	90%
# households with uninterrupted utility services	Families/individuals will live in safe, secure housing upon discharge of HPRP program	Home visit at time of discharge	95%
# of face to face visits with family	Households that remain in program for 180 days will maintain stable living conditions for at least one year from discharge	Follow-up home visits, phone calls, surveys	100%
# families receiving credit repair assessment # households completing program after 90, 120, 180, 270 days	Households will complete the HPRP program	Continued contract	70%

Agenda Item No. XII-17

City of Wichita
City Council Meeting
October 13, 2009

To: Mayor and City Council

Subject: Redemption of Industrial Revenue Bonds (Envision, Inc.) (District VI)

Initiated By: Office of Urban Development

Agenda: Consent

Recommendation: Authorize the redemption request.

Background: On February 7, 2003, City Council approved the issuance of Industrial Revenue Bonds ("IRBs") in the amount of $3,035,000 for Envision, Inc. to construct additional improvements to their facility located at 610 North Main in Downtown Wichita.

Analysis: As a condition of the Second Supplemental Trust Indenture between the City and UMB Bank, Trustee, Envision is allowed to redeem the bonds prior to maturity. Envision is requesting redemption of the outstanding bonds totaling $1,280,000. The City must notify the Trustee that bonds will be redeemed on December 1, 2009 to instruct the Trustee to take actions required under the Indenture to complete the redemption. This notice must be provided no later than forty-five days from the call date, or October 15, 2009.

Financial Considerations: There is no fiscal impact to the City by approving the redemption.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The Law Department has advised that Envision is entitled to the redemption.

Recommendations/Actions: It is recommended that the City Council approve the redemption request and authorize City staff to instruct the Trustee to fulfill the redemption provisions.

Attachments: None

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Aquifer Storage and Recovery Phase II – Partial Release of Rights-of-Way for Surface Water Intake and Treatment Plant

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Partial Release of Southern Star Central Gas Pipeline, Inc. rights-of-way at the Aquifer Storage and Recovery (ASR) Phase II Surface Water Treatment Plant Site and ASR Phase II River Intake Site.

Background: Staff estimates that water demands will exceed the City's current water supply sometime between 2015 and 2020. On October 3, 2000, the City Council authorized projects to begin the development of new water supplies for the City. These projects will develop the water supplies the City needs through the year 2050.

On July 10, 2007, City Council approved and instructed Staff to proceed with the projects for Phase II of the Equus Beds ASR. On June 24, 2008, City Council approved a Contract with CDM to complete a 30-percent design of the ASR Phase II Water Treatment Plant. On October 28, 2008, the City Council approved:

1) Design-Build project delivery,
2) the selection criteria,
3) a prequalification resolution, and
4) authorized the Staff Screening & Selection Committee to seek requests for qualifications and proposals.

On April 7, 2009, City Council approved a Design-Build Contract with ABC Partners for a lump sum price of $74,241,853.

Analysis: The ASR project is a critical component of the City's effort to assure the City has adequate water supplies to meet expected future demands. Staff projects 7-to-10 years will be required to recharge sufficient water to meet future demand. In order to construct Phase II and keep the project on an acceptable timeline, Staff recommended that the plant be constructed as a Design-Build project, rather than a Design-Bid-Build project. It is estimated that the Design-Build approach for project delivery will save at least one year on the completion of Phase II, which will accelerate the installation of Phases III and IV. Staff also recommended the City include the River Intake project component within this Design-Build project for the plant.

After awarding the Contract to ABC Partners, the design of the treatment plant, river intake and raw water pipeline were elevated to a 60-percent design level. ABC Partners and Staff then negotiated a guaranteed maximum price for design completion and construction of the projects, approval of which is also on City Council's Agenda for October 13, 2009. In order to proceed with the construction by obtaining a building permit, the blanket easement owned by Southern Star Central Gas Pipeline, Inc. needs to be confined via

the partial release of right-of-way documents. Partial releases are required for Tract No. 22518 for the Surface Water Treatment Plant Site, and for Tract Nos. 22528 and 31917 for the River Intake Site.

Financial Considerations: Costs associated with the partial releases of right-of-way are nominal, $1 for each partial release as consideration. Funding is included in Water Utilities CIP Project W-549, Water Supply Plan, which is for future water supply development.

Goal Impact: This project will ensure efficient infrastructure by providing reliable, compliant and secure utilities, and will assure that adequate water supplies are available in the future.

Legal Considerations: The Partial Release of Right-of-Way Agreements has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Partial Release of Right-of-Way for the ASR Phase II Surface Water Treatment Plant Site; 2) approve the Partial Release of Right-of-Way for the ASR Phase II River Intake Site; 3) approve the expense associated with the partial releases; 4) authorize the filing for additional documents necessary to prepare the above-named sites for construction and use; and 5) authorize the necessary signatures.

Attachments:

Partial Release of Right-of-Way for the ASR Phase II Surface Water Treatment Plant Site (Tract No. 22518).
Partial Release of Right-of-Way for the ASR Phase II River Intake Site (Tract Nos. 22528 & 31917).
ASR Intake Site Addition - Subdivision 2009-53
ASR Treatment Plant Addition - Subdivision 2009-54

Tract #: 22528 & 31917
Sedgwick Co., Kansas

Line: PA-1

PARTIAL RELEASE OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, that on this _____ day of _____, 2009, SOUTHERN STAR CENTRAL GAS PIPELINE, INC. (formerly Williams Gas Pipelines Central, Inc., Williams Natural Gas Company, Northwest Central Pipeline Corporation and Cities Service Gas Company), a Delaware corporation, with its principal office at P.O. Box 20010, Owensboro, Kentucky 42304, hereinafter called Grantor, for and in consideration of One Dollar ($1.00) in hand paid by the City of Wichita, KS., A Kansas Municipal Corporation, whose mailing address is 455 N, Main, Wichita, Kansas 67202, hereinafter referred to as Grantee, whether one or more, and the covenants hereinafter contained to be kept by Grantee, does hereby release, quit claim, and convey unto Grantee, with the intent to extinguish, all of its right, title, and interest acquired by that certain Right of Way Contract dated May 5, 1951 and filed for record in the office of the Register of Deeds of Sedgwick County, Kansas, on May 16, 1951, in Book 275 of Miscellaneous, at Page 326; and that Certain Easement dated July 14, 1972 and filed for record on August 3, 1972, in the office of the Register of Deeds of Sedgwick County, Kansas, in Book 25, at Page 1204.

In and to the following and no other described land in the County of Sedgwick and the State of Kansas:

> **The North 700-feet of the North Half of the Northwest Quarter of Section 9, Township 25 South, Range 1 West of the 6th Principal Meridian, except the West 30-feet for road purposes.**

excepting and reserving unto Grantor, its successors and assigns, all right, title, and interest acquired by virtue of the aforementioned right of way agreement in and to the following described parcel or strip of land:

> **A strip of land 66-feet in width, being all that part of the Grantee's property as described above lying northerly and southerly from the Grantor's natural gas pipeline within the following described area: Beginning at the Northwest Corner of the Northwest Quarter of Section 9, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence bearing North 89° 36' 54" East along the North line of said Northwest Quarter, a distance of 157.47-feet; thence bearing South 62° 44' 02" West, Parallel to and 33-feet South of an existing Southern Star Central gas pipeline, a distance of 176.42-feet to the West Line of said Northwest Quarter; thence bearing North 00° 28' 12" West, along said West Line a distance of 79.77-feet to the Point of Beginning.**

And excepting the East 70-feet of the West 100-feet of the Grantees property as described above, which is reserved and retained for an existing groundbed, installed by virtue of that Certain Easement dated July 14, 1972 and filed for record on August 3, 1972, in the office of the Register of Deeds of Sedgwick County, Kansas, in Book 25, at Page 1204. All as shown on the drawing marked Exhibit A, prepared by Professional Engineering Consultants, which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto Grantee, and Grantee's heirs, representatives, successors and assigns, forever.

It is strictly understood that nothing herein contained shall in anywise diminish Grantor's right, title, and interest in and to the tracts of land above excepted and reserved unto Grantor.

It is further understood and agreed that should the pipeline, rectifier or ground bed need to be relocated in the future, due to the widening of 87th St. West, that the Grantee will be responsible for the cost of such relocation based on the 30-foot road easement width referenced in the property deed at the time the land was acquired by the Grantee, and not the 60-foot road easement shown on the attached Exhibit A.

It is further understood and agreed that Grantee will not erect, construct, or create any building, improvement, structure, or obstruction of any kind, including the planting of trees, either on, above, or below the surface of the ground on the strip or tract of land above reserved and excepted unto Grantor, or change the grade thereof, or cause or permit these things to be done by others, without first having obtained the express written permission of Grantor. The Grantee shall assume, indemnify, and save harmless Grantor, its successors and assigns, from all cost, loss, damage, expense, or claim of any nature arising from any acts of Grantee so permitted by Grantor or from the existence of any construction so permitted. The covenants contained in this paragraph shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors, and assigns.

It is further understood and agreed that Grantee will not erect, construct, or create any inhabitable building within 50 feet of the center of Grantor's pipeline.

It is further understood and agreed that Grantor is hereby released from the covenants contained in the aforesaid Right of Way Agreements as to the lands herein released from the burdens thereof.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year below our signatures indicated.

GRANTOR:

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: _____
Robert S. Bahnick, Sr. Vice President of
Operations and Technical Services

Date: _____

GRANTEE:

THE CITY OF WICHITA, KANSAS
BY ACTION OF THE CITY COUNCIL

By: _____
Carl Brewer, Mayor

Date: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____ day of _____, 2009 , personally appeared Robert S. Bahnick, who being by me duly sworn, did say that he is Sr. Vice President of Operations and Technical Services for Southern Star Central Gas Pipeline, Inc., a corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Robert S. Bahnick acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

_____
Notary Public

My Commission Expires _____ , 20____.

CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS

COUNTY OF SEDGWICK

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____ day of _____, 2009 , personally appeared Carl Brewer, who being by me duly sworn, did say that he is the mayor of the City of Wichita, Kansas, a Kansas Municipal Corporation, and that said instrument was signed on behalf of said corporation by authority of its City Council, and said Carl Brewer acknowledged said instrument to be the free act and deed of said City.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

_____

Notary Public

My Commission Expires _____ , 20____.

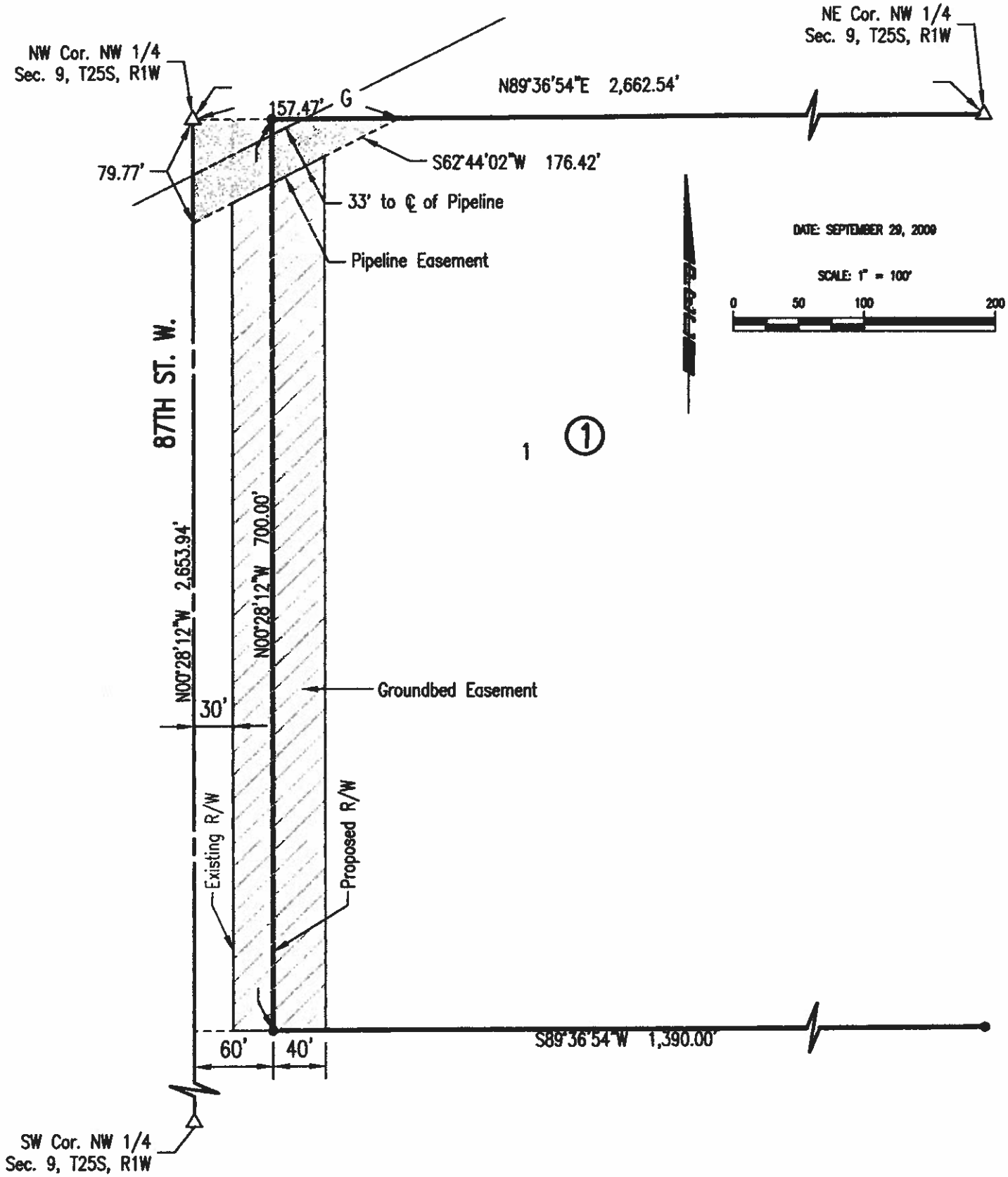


EXHIBIT A

SOUTHERN STAR CENTRAL GAS PIPELINE EASEMENT LOCATED IN THE NW 1/4 OF SEC. 9, T25S, R1W SEDGWICK COUNTY, KANSAS

Professional Engineering Consultants, P.A.
303 S. TOPEKA • WICHITA, KANSAS 67202
316-262-2691 • FAX 316-262-3003

Tract #: 22518 **Line: PA-1**
Sedgwick Co., Kansas

PARTIAL RELEASE OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, that on this _____ day of _____, 2009 SOUTHERN STAR CENTRAL GAS PIPELINE, INC. (formerly Williams Gas Pipelines Central, Inc., Williams Natural Gas Company, Northwest Central Pipeline Corporation and Cities Service Gas Company), a Delaware corporation, with its principal office at P.O. Box 20010, Owensboro, Kentucky 42304, hereinafter called Grantor, for and in consideration of One Dollar ($1.00) in hand paid by the City of Wichita, KS., A Kansas Municipal Corporation, whose mailing address is 455 N, Main, Wichita, Kansas 67202, hereinafter referred to as Grantee, whether one or more, and the covenants hereinafter contained to be kept by Grantee, does hereby release, quit claim, and convey unto Grantee, with the intent to extinguish, all of its right, title, and interest acquired by that certain Right of Way Contract dated May 4, 1951 and filed for record in the office of the Register of Deeds of Sedgwick County, Kansas, on May 16, 1951, in Book 275 of Miscellaneous, at Page 320, in and to the following and no other described land in the County of Sedgwick and the State of Kansas:

> **The East Half of the North Half of the Northeast Quarter, and the South Half of the Northeast Quarter of Section 12, Township 25 South, Range 2 West of the 6th Principal Meridian**

excepting and reserving unto Grantor, its successors and assigns, all right, title, and interest acquired by virtue of the aforementioned right of way agreement in and to the following described parcel or strip of land:

> **A 66-foot Pipeline Right-of-Way and Easement, located in the South Half of the Northeast Quarter, lying 33-feet northerly and 33-feet southerly from the following described centerline:**
>
> **Commencing at the Southeast Corner of said Northeast Quarter; thence bearing North 00° 23' 48" West, along the East line of said Northeast Quarter, a distance of 549.30-feet to the Point of Beginning; thence bearing South 79° 13' 35" West, a distance of 131.71-feet; thence bearing South 82° 33' 21" West, a distance of 2,537.84-feet to a point of Ending on the West Line of said Northeast Quarter, said point being North 00° 21' 18" West, along the West line of said Northeast Quarter, a distance of 209.68-feet from the Southwest Corner of said Northeast Quarter. The side lines of the 66-foot wide easement to be extended or shortened to meet at angle points and to terminate at the said East and West Lines of the said South Half of the Northwest Quarter. As**

shown on the drawing marked Exhibit A, prepared by Professional Engineering Consultants, which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto Grantee, and Grantee's heirs, representatives, successors and assigns, forever.

It is strictly understood that nothing herein contained shall in anywise diminish Grantor's right, title, and interest in and to the tracts of land above excepted and reserved unto Grantor.

It is further understood and agreed that Grantee will not erect, construct, or create any building, improvement, structure, or obstruction of any kind, including the planting of trees, either on, above, or below the surface of the ground on the strip or tract of land above reserved and excepted unto Grantor, or change the grade thereof, or cause or permit these things to be done by others, without first having obtained the express written permission of Grantor. The Grantee shall assume, indemnify, and save harmless Grantor, its successors and assigns, from all cost, loss, damage, expense, or claim of any nature arising from any acts of Grantee so permitted by Grantor or from the existence of any construction so permitted. The covenants contained in this paragraph shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors, and assigns.

It is further understood and agreed that Grantee will not erect, construct, or create any inhabitable building within 50 feet of the center of Grantor's pipeline.

It is further understood and agreed that Grantor is hereby released from the covenants contained in the aforesaid Right of Way Agreements as to the lands herein released from the burdens thereof.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year below our signatures indicated.

GRANTOR:

SOUTHERN STAR CENTRALGAS PIPELINE, INC.

By: _____
Robert S. Bahnick, Sr. Vice President of
Operations and Technical Support

Date: _____

GRANTEE:

THE CITY OF WICHITA, KANSAS
BY ACTION OF THE CITY COUNCIL

By: _____
Carl Brewer, Mayor

Date: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____ day of _____, 2009 , personally appeared Robert S. Bahnick, who being by me duly sworn, did say that he is Sr. Vice President of Operations and Technical Services for Southern Star Central Gas Pipeline, Inc., a corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Robert S. Bahnick acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

_____
Notary Public

My Commission Expires _____ , 20____.

CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS

COUNTY OF SEDGWICK

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____ day of _____, 2009 , personally appeared Carl Brewer, who being by me duly sworn, did say that he is the mayor of the City of Wichita, Kansas, a Kansas Municipal Corporation, and that said instrument was signed on behalf of said corporation by authority of its City Council, and said Carl Brewer acknowledged said instrument to be the free act and deed of said City.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

_____
Notary Public

My Commission Expires _____ , 20____.

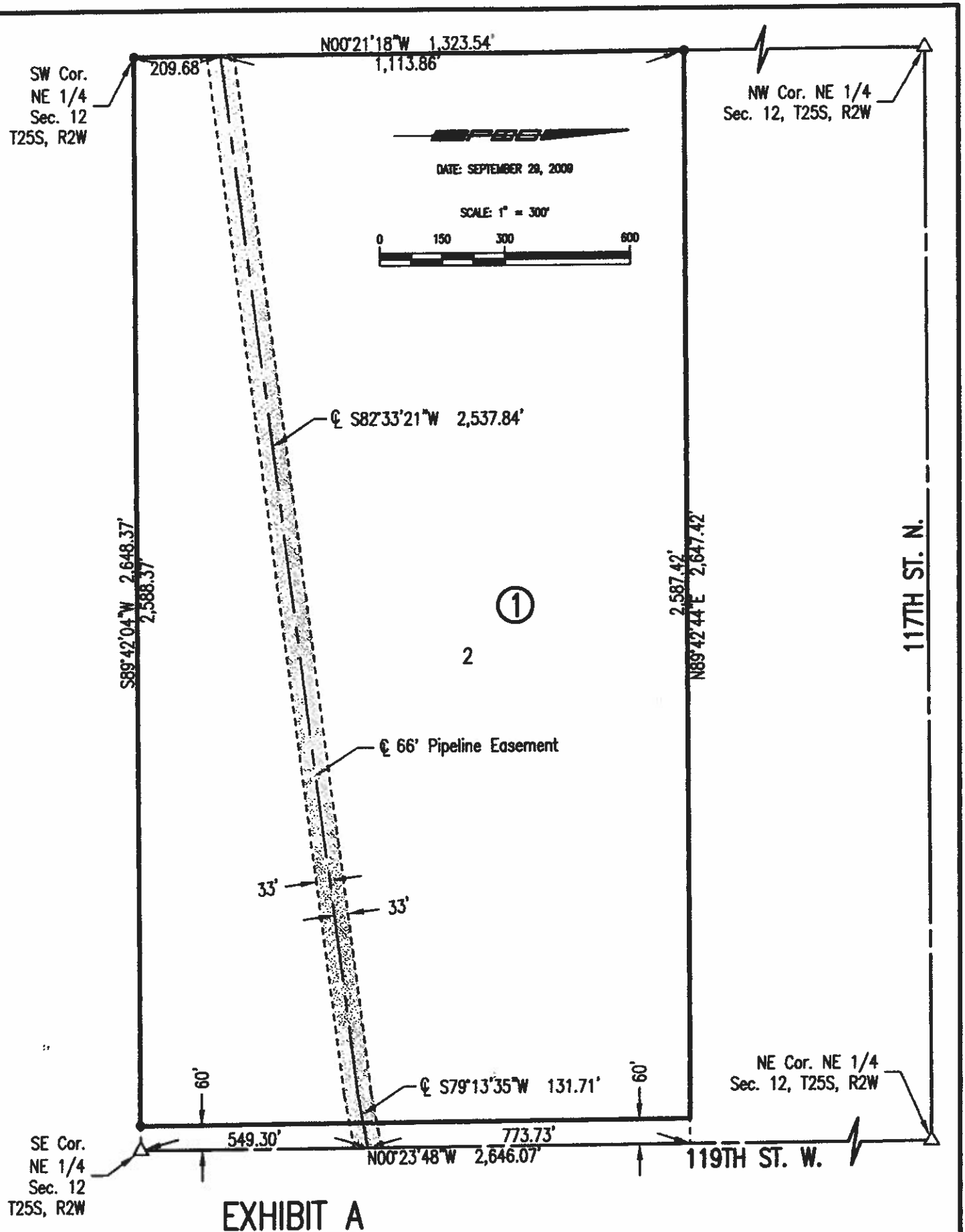


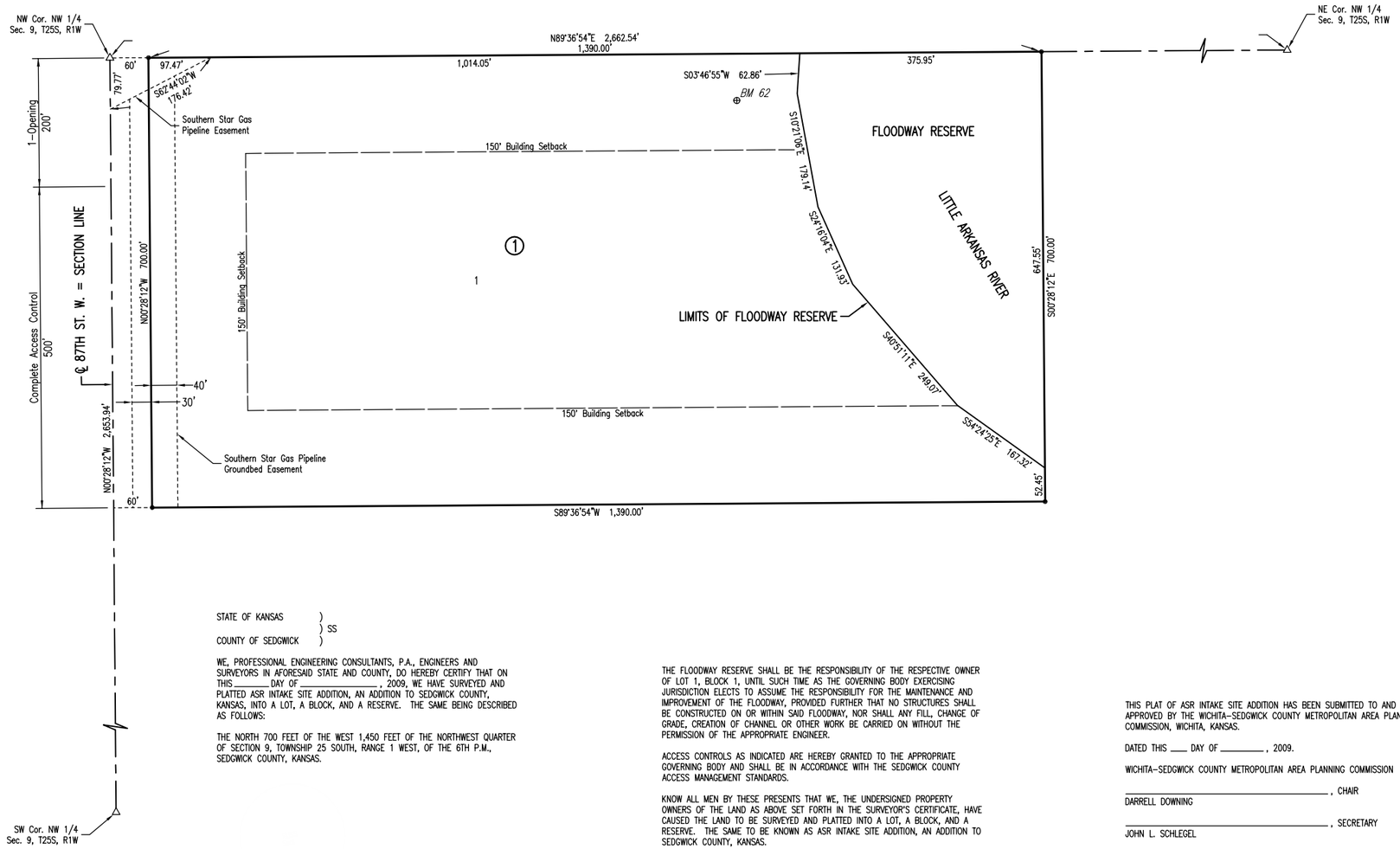
EXHIBIT A

SOUTHERN STAR CENTRAL GAS PIPELINE EASEMENT LOCATED IN THE S 1/2 OF THE NE 1/4 OF SEC. 12, T25S, R2W SEDGWICK COUNTY, KANSAS

Professional Engineering Consultants, P.A.
303 S. TOPEKA • WICHITA, KANSAS 67202
316-262-2691 • FAX 316-262-3003

ASR INTAKE SITE ADDITION

AN ADDITION TO SEDGWICK COUNTY, KANSAS



SCALE: 1" = 100'

● = 1/2" REBAR W/PEC CAP UNLESS OTHERWISE NOTED

△ = SECTION CORNER

BENCHMARKS

BM #62

A 30" TEE-POST SET 6" BELOW GRADE, LOCATED AT THE EXISTING WATER TREATMENT TEST FACILITY 60' NORTH OF THE NORTHEAST CORNER OF THE EXISTING CHAIN LINK FENCE ON THE NORTH SIDE OF THE PROPOSED NEW ROADWAY IN SEDGWICK COUNTY.

ELEV. 1367.46 NAVD88

MINIMUM PAD ELEVATIONS (LOWEST OPENING)
SHALL BE AS FOLLOWS:

BLOCK 1	CITY DATUM	NAVD88
LOT 1	184.6	1372.0

BASE FLOOD ELEVATION = 1370.0 NAVD88

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

WE, PROFESSIONAL ENGINEERING CONSULTANTS, P.A., ENGINEERS AND SURVEYORS IN AFORESAID STATE AND COUNTY, DO HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2009, WE HAVE SURVEYED AND PLATTED ASR INTAKE SITE ADDITION, AN ADDITION TO SEDGWICK COUNTY, KANSAS, INTO A LOT, A BLOCK, AND A RESERVE. THE SAME BEING DESCRIBED AS FOLLOWS:

THE NORTH 700 FEET OF THE WEST 1,450 FEET OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 25 SOUTH, RANGE 1 WEST, OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS.

_____
JAMES R. BECKETT, R.L.S. NO. 832
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

A DRAINAGE PLAN HAS BEEN APPROVED FOR THIS PLAT. ALL DRAINAGE EASEMENTS, RESERVES, AND RIGHTS-OF-WAY SHALL REMAIN AT ESTABLISHED GRADES AND UNOBSTRUCTED TO ALLOW FOR THE CONVEYANCE OF STORMWATER, UNLESS MODIFIED WITH THE APPROVAL OF THE COUNTY ENGINEER.

THIS ADDITION IS SUBJECT TO THE CONDITIONS OF THE INTAKE STRUCTURE CONDITIONAL USE PLAN CON 2009-12.

THE STREETS ARE HERBY DEDICATED TO AND FOR THE USE OF THE PUBLIC.

THE FLOODWAY RESERVE SHALL BE THE RESPONSIBILITY OF THE RESPECTIVE OWNER OF LOT 1, BLOCK 1, UNTIL SUCH TIME AS THE GOVERNING BODY EXERCISING JURISDICTION ELECTS TO ASSUME THE RESPONSIBILITY FOR THE MAINTENANCE AND IMPROVEMENT OF THE FLOODWAY, PROVIDED FURTHER THAT NO STRUCTURES SHALL BE CONSTRUCTED ON OR WITHIN SAID FLOODWAY, NOR SHALL ANY FILL, CHANGE OF GRADE, CREATION OF CHANNEL OR OTHER WORK BE CARRIED ON WITHOUT THE PERMISSION OF THE APPROPRIATE ENGINEER.

ACCESS CONTROLS AS INDICATED ARE HEREBY GRANTED TO THE APPROPRIATE GOVERNING BODY AND SHALL BE IN ACCORDANCE WITH THE SEDGWICK COUNTY ACCESS MANAGEMENT STANDARDS.

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED PROPERTY OWNERS OF THE LAND AS ABOVE SET FORTH IN THE SURVEYOR'S CERTIFICATE, HAVE CAUSED THE LAND TO BE SURVEYED AND PLATTED INTO A LOT, A BLOCK, AND A RESERVE. THE SAME TO BE KNOWN AS ASR INTAKE SITE ADDITION, AN ADDITION TO SEDGWICK COUNTY, KANSAS.

OWNER(S):

CITY OF WICHITA, KANSAS MUNICIPAL CORPORATION

_____
CARL BREWER, MAYOR

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 2009, BY CARL BREWER, MAYOR, CITY OF WICHITA, KANSAS, MUNICIPAL CORPORATION.

_____, NOTARY PUBLIC

MY APPOINTMENT EXPIRES:

THIS PLAT OF ASR INTAKE SITE ADDITION HAS BEEN SUBMITTED TO AND APPROVED BY THE WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION, WICHITA, KANSAS.

DATED THIS ___ DAY OF _____, 2009.

WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION

_____, CHAIR
DARRELL DOWNING

_____, SECRETARY
JOHN L. SCHLEGEL

REVIEWED IN ACCORDANCE WITH K.S.A. 58-2005 ON THIS _____ DAY OF _____, 2009.

_____
TRICIA L. ROBELLO, LS #1246
DEPUTY COUNTY SURVEYOR
SEDGWICK COUNTY KANSAS

THIS PLAT IS APPROVED AND ALL DEDICATIONS SHOWN HEREON, IF ANY, ARE ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, THIS _____ DAY OF _____, 2009.

_____, CHAIRMAN
KELLY PARKS

_____, COUNTY CLERK
KELLY B. ARNOLD

ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 2009.

_____, COUNTY CLERK
KELLY B. ARNOLD

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE AT _____ A.M. - P.M., ON THE _____ DAY OF _____, 2009.

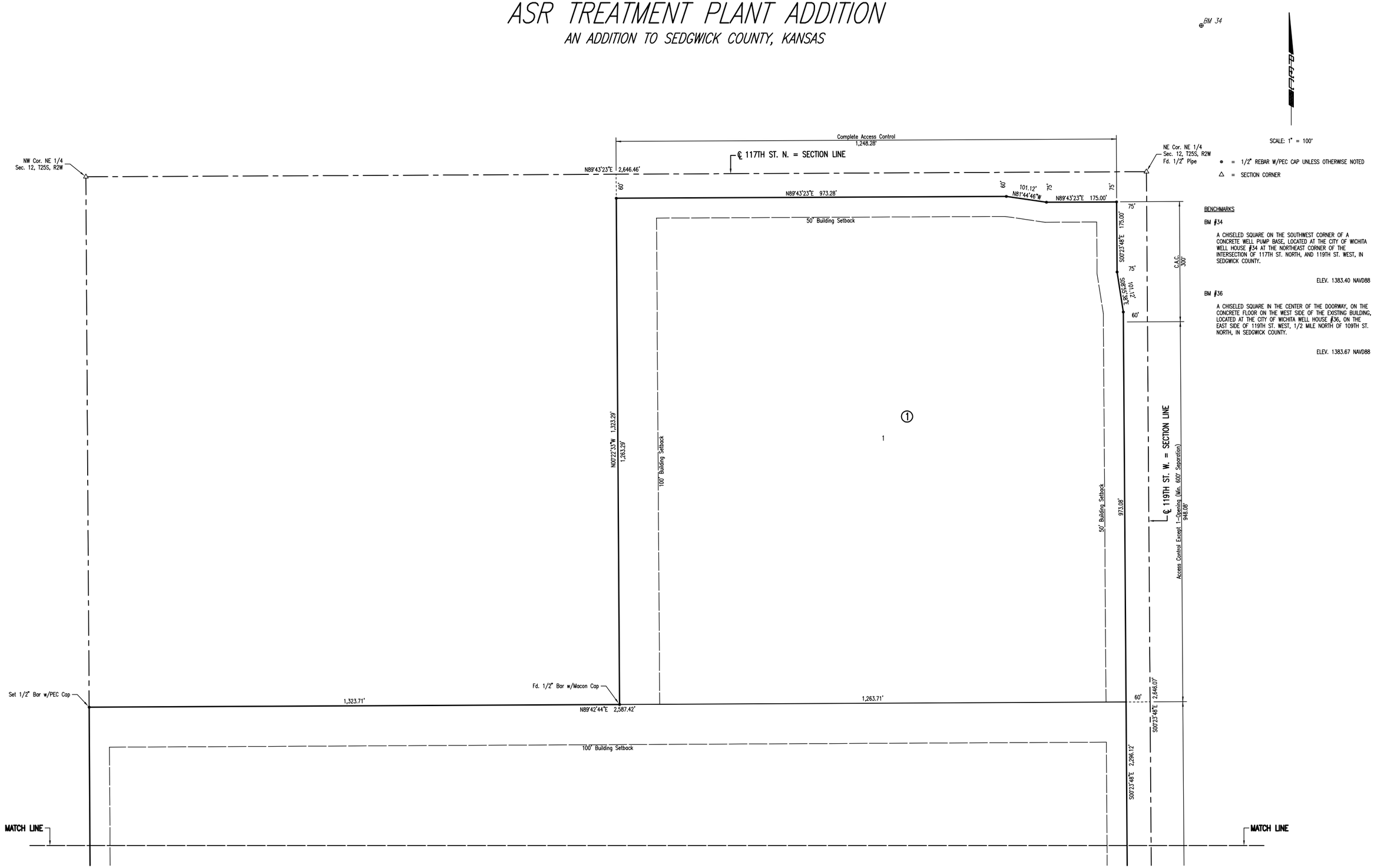
_____, REGISTER OF DEEDS
BILL MEEK

_____, DEPUTY
TONYA BUCKINGHAM

Saved 10-01-2009 5:31:44 PM by IDK
Plot Scale 1:204.0703
O:\2007\07685\005_ASR Plats\02_07685-005-Intake FINAL PLAT by IDK
10-01-2009 5:32:59 PM

ASR TREATMENT PLANT ADDITION

AN ADDITION TO SEDGWICK COUNTY, KANSAS

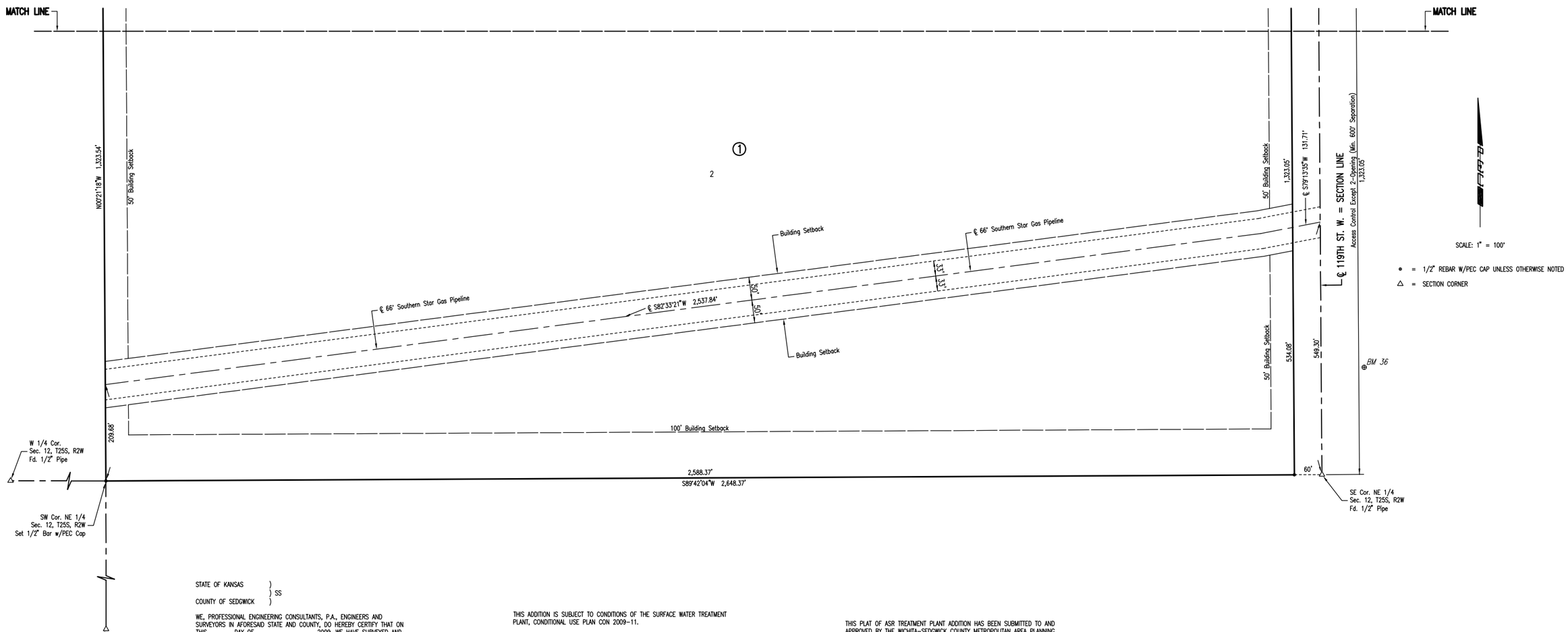


Saved 10-01-2009 5:00:34 PM by JDK
Plot Scale 1:222.6814 10-01-2009 5:33:55 PM by JDK
Q:\2007\07685\005_ASR Plats\01_07685-005 Plant FINAL PLAT 1 of 2

SHEET 1 OF 2

ASR TREATMENT PLANT ADDITION

AN ADDITION TO SEDGWICK COUNTY, KANSAS



STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

WE, PROFESSIONAL ENGINEERING CONSULTANTS, P.A., ENGINEERS AND SURVEYORS IN AFORESAID STATE AND COUNTY, DO HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2009, WE HAVE SURVEYED AND PLATTED ASR TREATMENT PLANT ADDITION, AN ADDITION TO SEDGWICK COUNTY, KANSAS, INTO LOTS AND A BLOCK. THE SAME BEING DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER, SECTION 12, TOWNSHIP 25 SOUTH, RANGE 2 WEST OF THE 6TH P.M.

_____
JAMES R. BECKETT, R.L.S. NO. 832
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ALL ABUTTER'S RIGHT OF ACCESS TO AND FROM 119TH ST. W. OVER AND ACROSS THE EAST PROPERTY LINE IS HEREBY GRANTED TO THE CITY OF WICHITA, PROVIDED HOWEVER THAT THERE SHALL BE ACCESS TO 119 ST. W. AT THREE LOCATIONS AS SHOWN. THERE SHALL BE COMPLETE ACCESS CONTROL ALONG 117TH ST. N.

THE STREETS ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC.

A DRAINAGE PLAN HAS BEEN APPROVED FOR THIS PLAT. ALL DRAINAGE EASEMENTS, RESERVES, AND RIGHTS-OF-WAY SHALL REMAIN AT ESTABLISHED GRADES AND UNOBSTRUCTED TO ALLOW FOR THE CONVEYANCE OF STORMWATER, UNLESS MODIFIED WITH THE APPROVAL OF THE COUNTY ENGINEER.

THIS ADDITION IS SUBJECT TO CONDITIONS OF THE SURFACE WATER TREATMENT PLANT, CONDITIONAL USE PLAN CON 2009-11.

ACCESS CONTROLS AS INDICATED ARE HEREBY GRANTED TO THE APPROPRIATE GOVERNING BODY AND SHALL BE IN ACCORDANCE WITH THE SEDGWICK COUNTY ACCESS MANAGEMENT STANDARDS.

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED PROPERTY OWNERS OF THE LAND AS ABOVE SET FORTH IN THE SURVEYOR'S CERTIFICATE, HAVE CAUSED THE LAND TO BE SURVEYED AND PLATTED INTO LOTS AND A BLOCK. THE SAME TO BE KNOWN AS ASR TREATMENT PLANT ADDITION, AN ADDITION TO SEDGWICK COUNTY, KANSAS.

OWNER(S):

CITY OF WICHITA, KANSAS MUNICIPAL CORPORATION

_____
CARL BREWER, MAYOR

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 2009, BY CARL BREWER, MAYOR OF THE CITY OF WICHITA, KANSAS MUNICIPAL CORPORATION.

_____, NOTARY PUBLIC

MY APPOINTMENT EXPIRES:

THIS PLAT OF ASR TREATMENT PLANT ADDITION HAS BEEN SUBMITTED TO AND APPROVED BY THE WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION, WICHITA, KANSAS.

DATED THIS ___ DAY OF _____, 2009.

WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION

_____, CHAIR
DARRELL DOWNING

_____, SECRETARY
JOHN L. SCHLEGEL

REVIEWED IN ACCORDANCE WITH K.S.A. 58-2005 ON THIS _____ DAY OF _____, 2009.

_____
TRICIA L. ROBELLO, LS #1246
DEPUTY COUNTY SURVEYOR
SEDGWICK COUNTY KANSAS

THIS PLAT IS APPROVED AND ALL DEDICATIONS SHOWN HEREON, IF ANY, ARE ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, THIS _____ DAY OF _____, 2009.

_____, CHAIRMAN
KELLY PARKS

_____, COUNTY CLERK
KELLY B. ARNOLD

ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 2009.

_____, COUNTY CLERK
KELLY B. ARNOLD

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE AT _____ A.M. – P.M., ON THE _____ DAY OF _____, 2009.

_____, REGISTER OF DEEDS
BILL MEEK

_____, DEPUTY
TONYA BUCKINGHAM

Saved 10-01-2009 5:32:06 PM by JDK
Plot Scale 1:222.6506 10-01-2009 5:35:03 PM by JDK
Q:\2007\07685\005_ASR Plats\01-07685-005 Plant FINAL PLAT 2 of 2

SHEET 2 OF 2

Agenda Item No. XII-19

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: 47th Street South Improvement, between I-135 and Broadway (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the budget increase.

Background: On March 3, 2009, the City Council approved a right-of-way acquisition project for the improvement of 47th Street South, between the I-135 Freeway and Broadway. Construction costs are being funded by the America Reinvestment and Recovery Act, and the project is being administered by the Kansas Department of Transportation (KDOT).

Analysis: The proposed project will reconstruct and signalize the I-135 Interchange at 47th Street South and improve the intersection of 47th Street South and Broadway. 47th Street South between Broadway and Lulu will be improved to a five lane roadway with four through lanes and a center two-way left turn lane.

Financial Considerations: Wichita and Sedgwick County are each funding 50% of the right-of-way costs up to $1,000,000. Federal grants are available for costs exceeding $1,000,000 but no greater than $2,000,000. The City Council previously approved a $1,000,000 budget with $500,000 paid by the City and $500,000 paid by the County. A $500,000 budget increase to a total budget of $1,500,000 is requested to complete right-of-way acquisition with the increase funded by Federal grants. Signed agreements are in place, between the City and County, and between the City and KDOT for this funding.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the amending ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council approve the budget increase and place the amending ordinance on first reading.

Attachments: **Amending ordinance.**

132019

Published in the Wichita Eagle on October 23, 2009

ORDINANCE NO. 48-439

AN ORDINANCE AMENDING ORDINANCE NO. **48-315** OF THE CITY OF WICHITA, KANSAS DECLARING **47TH STREET SOUTH, BETWEEN THE I-135 FREEWAY AND BROADWAY (472-84795)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

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

SECTION 1. SECTION 3 of Ordinance **48-315** is hereby amended to read as follows:

"SECTION 3. The costs of the above described improvements is estimated to be **One Million Five Hundred Thousand Dollars ($1,500,000)** exclusive of the cost of interest on borrowed money. To the extent of the cost of such improvements is not paid by Federal Grants administered by the Kansas Department of Transportation or by Sedgwick County, the City of Wichita Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 12-689 up to a maximum amount of $1,500,000, exclusive of the cost of interest on borrowed money."

SECTION 2. The original of SECTION 3 of Ordinance No. **48-315** is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of October, 2009.

_____

Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. XII-20

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Community Event with alcohol consumption – Resolution Tallgrass Film Festival Street Party (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the Resolution.

Background: A community event application with alcohol consumption allowed has been submitted for the Tallgrass Film Festival Street Party, scheduled for Saturday, October 24, 2009 from 8:00 a.m. to 12:00 a.m. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required, authorizing consumption of alcoholic liquor on sidewalks and on public streets which have been closed to motor vehicle traffic during such licensed community event. Upon review of the community event application for this event, a copy of which is attached hereto, and upon consideration of the factors set forth in Section 3.30.080 of the code of the City of Wichita, the Council shall determine is such approval should be given.

Analysis: Staff has reviewed the application for the community event and for the consumption of alcoholic liquor and the factors set forth in Section 3.30.080 of the City Code and recommends approval of the same.

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

Goal Impact: Enhance the Quality of Life.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council grant approval of the Resolution and authorize the necessary signatures.

Attachments: Resolution
Document

RESOLUTION NO. 09-331

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOL LIQUOR ON PUBLIC STREETS DURING TALLGRASS FILM FESTIVAL STREET PARTY.

WHEREAS, the City Council has approved as a community event , the Tallgrass Film Festival Street Party, to occur on October 24, 2009.

WHEREAS, the City Council has approved First Street from Broadway to Topeka to be closed to vehicular traffic for such event from 8:00 a.m. to 12:00 p.m. on October 24, 2009.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the Tallgrass Film Festival Street Party has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the Tallgrass Film Festival Street Party on October 24, 2009.

ADOPTED by the governing body of the City of Wichita, Kansas, this 13th day of October, 2009.

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

9/8/2009

CITY OF WICHITA

COMMUNITY EVENT APPLICATION

Including Alcoholic Liquor

Applications must be submitted to:

Division of Arts & Cultural Services | 334 N. Mead | Wichita, KS 67202
(W) 316-462-2787 (F) 316-858-7960 csclark@wichita.gov

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

- Outdoor event on public and/or private property
- Attendance in excess of 50 persons on public property and/or 250 persons on private or park property. *Excludes invitation only events taking place on private property.*
- Involves a particular purpose and time.

Any or all conditions below may apply to an Event: Some conditions require a separate permit, which may require City Council approval. The need for additional permits will be noted when applicable.

General Information:

The City of Wichita may refuse any application submitted less than 45 days before the event or lacking requested information. Applications are subject to approval of all departments involved and will be required to provide the following:

- Completed Application must be filed with the Community Event Coordinator 45 days in advance of the event date.
- Application filing fee made payable to City of Wichita.
- Certificate of Liability Insurance naming the City of Wichita as additionally insured.
- Site map defining placement of alcohol point of sale, barricade locations, exit location, portables, trash, signage, etc.
- Traffic flow plan defining street closure.
- Security requirements including hiring of certified law enforcement officers.
- Vendor list including contact person and contact information.

Application Date: 8/26/09

Event Title: Tallgrass Film Fest Street Party

Event Date(s)/Time: 10/24/09 8:00am – 11:59pm

Event Address for Permit: The Orpheum 200 N Broadway #102 Wichita , KS 67202

CITY OF WICHITA

9/8/2009

Event Promoter Name: Tallgrass Film Fest

Address: 6505 E Central, Box #146 Wichita, KS 67206

Phone: Ann Keefer (316)264-6005 Tom Mittlestadt (316) 737-5736

E-mail: ann@downtownwichita.org Tmittltsta@a0l.com

Onsite Alcohol Supervisor Name: Joseph Schlimm

Address: 217 N Prescott Cir, Wichita, KS.

Phone: (316) 722-4227 **Mobile:** (316) 655-1091

E-mail: Joe8400@aol.com

Type of Event – (*Circle all that apply*)

Carnival Circus Concert Dance Fireworks Live Entertainment Parade
Portable Amusement Rides Walk/Run/Marathon Other Privet Party

Attendance: *(circle one)* **Public** *or* **Private/Invitation Only**

Estimated Attendance: 300

Number of participants in previous years: 300
(If applicable)

Will admission be charged? Yes Ticketed Event
(If yes, what amount?)

9/8/2009

CITY OF WICHITA

Is this event a fundraiser? _____
(If yes, for what organization?)

Description of Event: Party to fellow the Ad Aster Awards

This will be a social event we will have a bar, music, dance, and entertainment.

Street Closure Requested *(Circle One)*: **YES** or **NO**

Date(s)/Time/Location of Street Closures: **10/24/09 at 8:00am – 11:59 pm.**

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

Signature of Event Promoter — Date: 9/10/09

Film Fest Avale
Organization/Event — Date

City of Wichita Representative — Date

CITY OF WICHITA

Requirements: Based on the event factors, the city's regulation formula will determine the need and number of certified law enforcement officers required for street closures. All costs associated for event security are the responsibility of the contact person.

- Number of participants
- Number of past participants
- Use of alcohol
- Time and duration
- Location
- Number and specific streets requested for closure

Special Event Temporary Drinking Establishment Permits must be approved by the City Council. Permit specifications include:

- No more than 3 consecutive days at one time.
- No more than 4 events annually to the same person or organization.
- No sales between 2:00 am and 9:00 am.
- No sales in streets or public rights-of-way unless approved by City Council.
- Distribution of free or no-charge Alcoholic Liquor is not allowed.
- Specific area designated for point of sale of Cereal Malt Beverage or Alcoholic Liquor must be defined on a site map.

Alcoholic Liquor: Alcoholic liquor is allowed only when a Kansas State Department of Revenue Alcoholic Beverage Control (ABC) License and City of Wichita Temporary Permit have been issued. A Copy of both permits shall be posted at the event and be available for inspection upon request by any law enforcement officer or any officer or agent of the ABC Director.

COMMUNITY EVENT CHECKLIST

Including Alcoholic Liquor

Applications must be sent to:

Division of Arts & Cultural Services | 334 N. Mead | Wichita, KS 67202
(W) 316-462-2787 (F) 316-858-7960 csclark@wichita.gov

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

- Outdoor event on public and/or private property
- Attendance in excess of 50 persons on public property and/or 250 on private or park property. Excludes invitation only events.
- Involves a particular purpose and time.

Approval of all applicable departments is required before permit is issued. Every event contact person shall be required to provide certified law enforcement officers, portable restrooms, and trash service in adequate number as reasonably determined by the procedures set forth. All vendors must be properly licensed and inspected. The event promoter shall also be required to obtain, place and remove signs and barricades to close streets in accordance with requirements of the City. Such services will be provided without cost to the City of Wichita or its agencies. Municipal Codes can be accessed from www.wichita.gov. Left side of Home Page, click on *"Arts & Culture"* then *"Community Events"*.

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

__X__ **2. Site Map – Must accompany application**
A Site Map/Plan and Event Notice **must be attached to application.** The Site Map/Plan shall include: (1) streets requested for closure; (2) Entry and exit points of event venue; (3) Description of signage and barriers defining the area which alcoholic liquor or CMB may be consumed; (4) Point of sale of alcoholic beverages; (5) location of participating establishments; (6) stage placement; (7) portable restroom locations; (8) trash receptacle locations.

__X__ **3. Security Requirements – Minimum 10 day approval process**
Security requirements shall be determined in coordination with the Wichita Police Department. The event promoter will be required to hire certified law enforcement officers in addition to any other security the promoter provides on the event site.

CITY OF WICHITA

___X 4. **Traffic Flow Plan – Must accompany application**

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

__NA_ 5. **Trash Receptacles – Minimum 10 day approval process**

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

NA___ 6. **Portable Restrooms – Minimum 10 day approval process**

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

_NA___ 7. **Food Vendors Transient Merchant License - Minimum 15 day approval process**

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

__NA__ 8. **Transient Merchant License– Minimum 15 day approval process**

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

CITY OF WICHITA

NA 9. **Cereal Malt Beverage and Alcoholic Liquor Licenses – Minimum 45 day approval process**

The event promoter shall be responsible for compliance with CMB and alcoholic liquor laws as well as all other laws and ordinances in the conduct of the event. Click on the *"Business"* tab at the top of the Home Page then click on "City of Wichita License Applications" to locate Drinking Establishment License application.

NA 10. **Cereal Malt Beverage and Alcoholic Liquor Consumption Regulations**

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

NA 11. **Portable Amusement Ride License– Minimum 15 day approval process**

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

NA 12. **Fireworks License– Minimum 30 day approval process**

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

X 13. **Event Times**

Outdoor entertainment may operate 8:00 am until 11:00 pm Sunday through Thursday, 8:00 am until Midnight Friday and Saturday. *Municipal Code Section 3.11.155.* Amusement parks may operate until 11:00 pm Sunday through Thursday and until midnight on Friday and Saturday. *Municipal Code Section 3.20.030.* The event promoter shall at all times be responsible for compliance with laws and ordinances regulating the times of events.

X 14. **Noise Level**

The event promoter shall be required to ensure that sound levels do not exceed that which is appropriate for the event area and its location and is in compliance with the provisions of *Chapter 7.41* of the code of the City of Wichita. The promoter will respond in a timely and effective manner to requests of the city's representatives concerning the sound level. The WPD or authorized representatives of the City shall have the authority to cancel musical performances or events for substantial or repeated violations.

CITY OF WICHITA

_____ **15. Miscellaneous**

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

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

Signature of Event Promoter — Date: 9-10-09

TALLGRASS FILM FEST.
Organization/Event

City of Wichita Representative — Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/11/2009

PRODUCER (316)733-9588 FAX: (316)733-9593
Insurance Resource Center
12828 East 13th N.
Wichita KS 67230

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Chris Leef General Agency	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Wichita Association for the Motion Picture
3337 E. Central
#107, Box 124
Wichita KS 67208

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CLS1488064	5/22/2009	5/22/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
CITY OF WICHITA AND ITS AGENCIES ARELISTED AS ADDITIONAL INSUREDS

CERTIFICATE HOLDER

CITY OF WICHITA
DIVISION OF ARTS & CULTURAL SERVICES
CONNIE CLARK
334 N MEAD
WICHITA, KS 67202

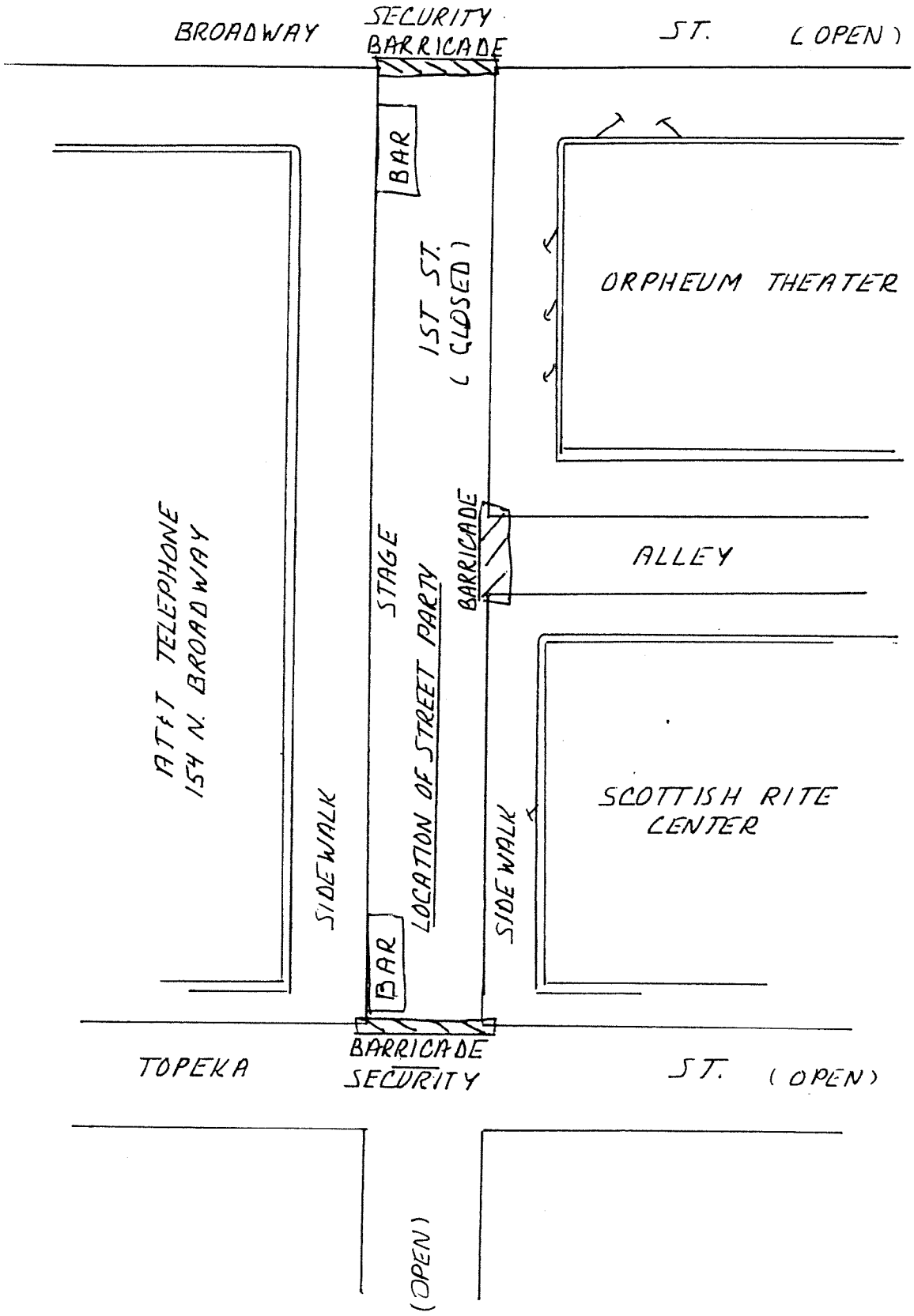
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

TALLGRASS FILM FESTIVAL STREET PARTY 10-24-09 9:30 PM - 12:00 AM



City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: ARRA Street Maintenance Projects (Districts I & VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Place the ordinances on first reading.

Background: On August 18, 2009, the City Council approved three street maintenance projects that have been approved for funding by the American Reinvestment and Recovery Act (ARRA). The projects are: Broadway, between Central and 12th Street; Washington, between 1st Street and Central; and Hillside, between 9th Street and 12th Street.

Analysis: The work will consist of asphalt mill and overlay on Broadway; concrete pavement repair on Washington and concrete pavement replacement on Hillside.

Financial Considerations: The estimated total cost of each project is as follows: Broadway - $553,245 ($486,000 ARRA/$67,245 City); Washington - $485,212 ($432,000 ARRA/$53,212 City); and Hillside - $960,300 ($864,000 ARRA/$96,300 City). The total $216,757 of City funding is available in the Street Maintenance operating budget for project administration and inspection. Ordinances have been prepared that would provide Wichita General Obligation bond financing if the amount of ARRA funding is less than anticipated.

Goal Impact: These projects address the Efficient Infrastructure goal by providing needed maintenance of three arterial streets.

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

Recommendation/Action: It is recommended that the City Council place the ordinances on first reading and authorize then necessary signatures.

Attachments: Ordinances.

132019

First Published in the Wichita Eagle October 23, 2009

ORDINANCE NO. 48-440

AN ORDINANCE DECLARING **BROADWAY, BETWEEN CENTRAL AND 12TH STREET (472-84845)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. l2-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. l2-685 et seq., and

WHEREAS, K.S.A. l2-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. l2-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION l. That **Broadway, between Central and 12th Street (472-84845)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. l2-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Broadway, between Central and 12th Street (472-84845)** as a main trafficway in the following particulars:

The design, construction of a roadway, acquisition of right-of-way, installation of traffic signals, relocation of utilities and landscaping, as necessary for a major traffic facility.

SECTION 3. The cost of the construction of the above described improvements is estimated to be **Four Hundred Eighty-Six Thousand Dollars ($486,000)** exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements are not paid by Federal Grants, administered by the Kansas Department of Transportation, the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 12-689 up to a maximum amount of $486,000, exclusive of the cost of interest on borrowed money.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. l2-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of October, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

132019

First Published in the Wichita Eagle

ORDINANCE NO. _____

AN ORDINANCE DECLARING **WASHINGTON, BETWEEN 1ST STREET AND CENTRAL (472-84846)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. l2-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. l2-685 et seq., and

WHEREAS, K.S.A. l2-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. l2-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION l. That **Washington, between 1st Street and Central (472-84846)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. l2-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Washington, between 1st Street and Central (472-84846)** as a main trafficway in the following particulars:

The design, construction of a roadway, acquisition of right-of-way, installation of traffic signals, relocation of utilities and landscaping, as necessary for a major traffic facility.

SECTION 3. The cost of the construction of the above described improvements is estimated to be **Four Hundred Thirty-Two Thousand Dollars ($432,000)** exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements are not paid by Federal Grants, administered by the Kansas Department of Transportation, the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 12-689 up to a maximum amount of $432,000, exclusive of the cost of interest on borrowed money.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. l2-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

132019

First Published in the Wichita Eagle

ORDINANCE NO. _____

AN ORDINANCE DECLARING **HILLSIDE, BETWEEN 9TH STREET AND 12TH STREET (472-84847)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. l2-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. l2-685 et seq., and

WHEREAS, K.S.A. l2-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. l2-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION l. That **Hillside, between 9th Street and 12th Street (472-84847)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. l2-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Hillside, between 9th Street and 12th Street (472-84847)** as a main trafficway in the following particulars:

The design, construction of a roadway, acquisition of right-of-way, installation of traffic signals, relocation of utilities and landscaping, as necessary for a major traffic facility.

SECTION 3. The cost of the construction of the above described improvements is estimated to be **Eight Hundred Sixty-Four Thousand Dollars ($864,000)** exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements are not paid by Federal Grants, administered by the Kansas Department of Transportation, the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 12-689 up to a maximum amount of $864,000, exclusive of the cost of interest on borrowed money.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. l2-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. XII-22

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: HOME Program; Housing Development Loan Program Funding (Districts I, VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the recommended funding allocations, and authorize the necessary signatures.

Background: During the 2009-2010 Consolidated Plan funding process, a total of $400,000 in HOME funding was allocated 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 may be provided to non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The program funding must be utilized within the boundaries of the City's Redevelopment Incentives Area (RIA), Neighborhood Revitalization Area (NRA) and Local Investment Areas (LIA), as described within Neighborhood Revitalization Plan adopted by the City Council. Requests for funding under the program are received on an open application basis. The maximum funding amount available to any one applicant, as established by the Housing and Community Services Department (HCSD), is $175,000.

Analysis: The Housing and Community Services Department has received an HDLP application from Mennonite Housing Rehabilitation Services, Inc. (MHRS), in the amount of $286,800, in order to construct new homes on sites the organization owns in the McAdams neighborhood, within the Northeast Local Investment Area. Power CDC (Power) has submitted an application for funding in the amount of $159,715, in order to construct additional single-family homes in its Millair Creek subdivision, near 26th and Minnesota. Wichita Habitat (Habitat) for Humanity has submitted an application for funding in the amount of $158,200, in order to complete construction of six homes in its Edgebrook Village subdivision, located near 29th Street North and Arkansas, in addition to the acquisition of sites and construction of four homes within the City's targeted areas.

Housing and Community Services has determined that all of the applications meet the criteria of the HDLP and that the proposed projects will assist the City in achieving its neighborhood revitalization and consolidated plan goals.

Staff recommends funding the MHRS application, in the amount of $175,000, in order to subsidize the construction of five homes in the McAdams neighborhood. MHRS is a City-designated Community Housing Development Organization (CHDO), which acts as a general contractor, sub-contracts the various trades required to construct houses, and utilizes its staff to market and sell them. MHRS staff also works with potential buyers to obtain permanent mortgage financing. Due to requirements imposed as part of the environmental reviews required under the HOME Program, newly constructed homes in the McAdams neighborhood must have front porches with garages at the rear of the structure. These

requirements add to the cost of construction, and when combined with predominant values in the neighborhood, increase the subsidy required to develop new single-family housing. Homes will feature basements and two-car garages.

Staff also recommends funding the Power CDC application in the amount of $159,715, in order to subsidize the construction of five new homes in the Millair Creek subdivision. Power CDC is also a City-designated CHDO. The organization develops housing on a turn-key basis, utilizing a local building contractor to construct single-family homes. A licensed real estate agent assists with marketing the homes and works with potential buyers to obtain permanent mortgage financing. Homes will be constructed within the Millair Creek subdivision, located near 26th Street North and Minnesota. The City Council donated the site to Power CDC in 2001, with the condition that single-family homes be developed at the site. Infrastructure for the development was financed utilizing the City's special assessment program. Power CDC has constructed and sold four homes within the new development and has one home available for sale. There are 25 lots remaining to be developed. Development must continue in order to transfer the long-term debt burden for the special assessments to homebuyers. Power's subsidies are generally less, in this case, because there are no design requirements imposed as part of the environmental review process. Further, homes can be sold at slightly higher prices, due to values established within Power CDC's previous housing development projects. Homes will feature basements and two-car garages.

Finally, staff recommends funding of the Wichita Habitat (Habitat) application, in the amount of $56,880 in order to provide subsidies for the construction of four new homes in the Edgebrook Village subdivision. Habitat's program, a national model, utilizes volunteers, as well as donated materials and labor, in some cases. Some trades, such as excavation, foundation construction, and heating/air conditioning are sub-contracted. Buyers participating in the program are required to volunteer time to participate in the construction of their own homes and in the construction of homes for other Habitat program participants. Habitat's program includes a mortgage carry-back for program participants, for a period of 20 years with no interest. Subsidies provided through the HOME Program are utilized to cover some of the sub-contracting expenses, and to provide for additional up-front cost recovery. Habitat typically constructs smaller homes on slab foundations with carports, and serves families whose incomes are less than 50% of median.

HOME funds provided for the construction of single-family homes within the City's targeted areas are generally provided as development subsidy in order to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The total of these costs cannot be entirely recovered from sale proceeds due to market constraints and the need to keep the homes affordable for low-income families. Typically, the development subsidy for homes constructed with HOME program funding is between $25,000 and $40,000, depending on acquisition costs and the cost of building materials and construction. Currently, the maximum selling price for a home constructed with HOME Program funding is $95,550. However, due to the predominant values in existing neighborhoods, not all homes can be sold at this price level.

All homes constructed with HOME funding provided through the HDLP must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Financial Considerations: HOME funding for the proposed HDLP projects will be provided in the form of zero-interest, forgivable participation construction loans. Typically, local banks provide construction loans equivalent to 75% of the appraised value of a home to be constructed under the HDLP.

Goal Impact: Projects to be funded under the subject HOME funding agreement will contribute to the goal of Economic Vitality and Affordable Living.

Legal Considerations: Funding provided under the HDLP must be approved by the City Council. The funding agreements have been drafted by Housing and Community Services staff and approved as to form by the City Law Department. Down payment/Closing Costs assistance loans provided to homebuyers from the HOMEownership 80 Program for the purchase of homes constructed under the HDLP will be secured with a mortgage on the property. This mortgage serves as a long-term deed restriction to preserve affordability, as required under the HOME Program regulations.

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

Attachments: Funding agreements.

GRANT AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Mennonite Housing Rehabilitation Services, Inc.,

A Community Housing Development Organization/Non-Profit Housing Developer

HOME Investment Partnerships
Program

2009 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 to be effective October 13, 2009, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Mennonite Housing Rehabilitation Services, Inc. (MENNONITE HOUSING, a Community Housing Development Organization/Non-profit Developer, hereinafter referred to individually as the Developer).

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

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

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by October 13, 2011, 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 the final unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. 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. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to

the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act. Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed $175,000.00 as referenced in Exhibit B. Contract payments above $175,000 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 29, 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.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

(a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Developer's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities

required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY. 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. The City will file a mortgage on each property upon purchase for redevelopment, and will hold said mortgage until such time as the property is 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. 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 28. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials, (24 CFR 92.251) or achieve Energy Star standards, with a maximum HERS score of 85, as evidenced by a qualifying Energy Star certificate.

SECTION 29. 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 30. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Mennonite Housing Rehabilitation Services, Inc.

_____
Signature

_____
Title of Mennonite Housing Officer

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____	_____
Gary E. Rebenstorf, City Attorney and Director of Law of the City of Wichita	Date

Exhibit A

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

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Mennonite Housing Rehabilitation Services, Inc., hereinafter referred to as the "City" and "Developer" (or MENNONITE HOUSING) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the $175,000 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition of existing vacant lots or vacant lots located within the boundaries of any of the City's six Local Investment Areas or Neighborhood Revitalization Area, or Redevelopment Incentives Area. Existing structures acquired for redevelopment must be vacant and unoccupied for a period of at least 90 days, and must be demolished with a new single-family home to be constructed on each site. Vacant lots must also be re-developed with a new single family home on each site. Under this agreement, single-family homes may be developed on sites owned by the developer within the targeted areas. A minimum of five new single-family homes are to be constructed/developed and sold to owner-occupant homebuyers.

Housing constructed under this agreement must be re-sold to HOME-compliant owner-occupant buyers, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of the properties and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Developer represents and agrees that it will remain the owner of the properties until it reaches agreement with a prospective buyer(s) of the properties and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code, or achieve Energy Star Status, as evidenced by a qualifying certificate. 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 the 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 0% loans to complete projects as approved on a case-by-case basis by the Department of Housing and Community Services.

Developer shall obtain construction loans or secure other sources of funding in order to leverage HOME funds construction investment, in an amount equivalent to 50% or more of the appraised value of the home to be constructed.

III. Administration

The MENNONITE HOUSING President/C.E.O. will supervise operations and administration on a day-to-day basis. The Mennonite Housing 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 to the Developer for this project will be $175,000.00, 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 $175,000.00 for the program described in this contract. A developer fee in an amount not to exceed 10% of the total development cost will be paid to the Developer in connection with each completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less applicable eligible costs will be returned to the City, in the form of a payoff of development subsidy loans 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 completed homes. 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, Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee not exceeding 10%)	$175,000
TOTAL	$175,000

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

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

2. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2010, 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 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.

3. Additionally, a narrative or other description of progress may be provided.

4. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

IV. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply

with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in Mennonite Housing Rehabilitation Services, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will notify the City of any properties it contracts to purchase, or intends to develop with funding provided under this agreement, in order for the City to complete the environmental reviews required under **24 CFR 92.352**, prior to closing of the purchase. Developer agrees to comply with all requirements imposed on a particular project/site as a result of the environmental review process.

G. The Developer will obtain any and all permits required by the City prior to undertaking construction.

H. The Developer will provide construction financing, and/or obtain construction loans from private sector financial institutions, or secure other funding sources for the project in an amount equivalent to a minimum of 50% of the appraised value of each home to be developed/constructed on each project site.

I. 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.

J. 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.

K. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

L. 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.

V. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display 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. 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, as available, for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VI. 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 monthly progress reports.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee not exceeding 10%.)	
	$175,000
TOTAL	$175,000

GRANT AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Power CDC, Inc.,

A Community Housing Development Organization/Non-Profit Housing Developer

HOME Investment Partnerships
Program

2009 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 to be effective October 13, 2009, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Power CDC, Inc. (POWER CDC, a Community Housing Development Organization/Non-profit Developer, hereinafter referred to individually as the Developer).

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

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

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by October 13, 2011, 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 the final unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. 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. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to

the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act. Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed $159,715.00 as referenced in Exhibit B. Contract payments above $159,715 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 29, 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.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

(a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Developer's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities

required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY. 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. The City will file a mortgage on each property upon purchase for redevelopment, and will hold said mortgage until such time as the property is 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. 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 28. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials, (24 CFR 92.251) or achieve Energy Star standards, with a maximum HERS score of 85, as evidenced by a qualifying Energy Star certificate.

SECTION 29. 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 30. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Power CDC, Inc.

_____
Signature

_____
Title of Power CDC Officer

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____	_____
Gary E. Rebenstorf, City Attorney and Director of Law of the City of Wichita	Date

Exhibit A

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

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Power CDC, Inc., hereinafter referred to as the "City" and "Developer" (or POWER CDC) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the $159,715 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition of existing vacant lots or vacant lots located within the boundaries of any of the City's six Local Investment Areas or Neighborhood Revitalization Area, or Redevelopment Incentives Area. Existing structures acquired for redevelopment must be vacant and unoccupied for a period of at least 90 days, and must be demolished with a new single-family home to be constructed on each site. Vacant lots must also be re-developed with a new single family home on each site. Under this agreement, single-family homes may be developed on sites owned by the developer within the targeted areas. A minimum of four new single-family homes are to be constructed/developed and sold to owner-occupant homebuyers.

Housing constructed under this agreement must be re-sold to HOME-compliant owner-occupant buyers, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of the properties and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Developer represents and agrees that it will remain the owner of the properties until it reaches agreement with a prospective buyer(s) of the properties and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code, or achieve Energy Star Status, as evidenced by a qualifying certificate. 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 the 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 0% loans to complete projects as approved on a case-by-case basis by the Department of Housing and Community Services.

Developer shall obtain construction loans or secure other sources of funding in order to leverage HOME funds construction investment, in an amount equivalent to 50% or more of the appraised value of the home to be constructed.

III. Administration

The POWER CDC President/C.E.O. will supervise operations and administration on a day-to-day basis. The Power CDC 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 to the Developer for this project will be $159,715.00, 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 $159,715.00 for the program described in this contract. A developer fee in an amount not to exceed 10% of the total development cost will be paid to the Developer in connection with each completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less applicable eligible costs will be returned to the City, in the form of a payoff of development subsidy loans 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 completed homes. 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, Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee not exceeding 10%)

	$159,715
TOTAL	$159,715

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

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will

be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

2. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2010, 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 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.

3. Additionally, a narrative or other description of progress may be provided.

4. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

IV. 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 Power CDC, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will notify the City of any properties it contracts to purchase, or intends to develop with funding provided under this agreement, in order for the City to complete the environmental reviews required under **24 CFR 92.352**, prior to closing of the purchase. Developer agrees to comply with all requirements imposed on a particular project/site as a result of the environmental review process.

G. The Developer will obtain any and all permits required by the City prior to undertaking construction.

H. The Developer will provide construction financing, and/or obtain construction loans from private sector financial institutions, or secure other funding sources for the project in an amount equivalent to a minimum of 50% of the appraised value of each home to be developed/constructed on each project site.

I. 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.

J. 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.

K. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to

the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

L. 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.

V. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display 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. 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, as available, for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VI. 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 monthly progress reports.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee not exceeding 10%.)	
	$159,715
TOTAL	$159,715

GRANT AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Wichita Habitat for Humanity, Inc.,

A Non-Profit Housing Developer

HOME Investment Partnerships
Program

2009 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 to be effective October 13, 2009, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Wichita Habitat for Humanity, Inc. (Wichita Habitat, hereinafter referred to as the “Developer”), a non-profit housing 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 October 13, 2011, 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 the final unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. 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. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act. Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed $56,880.00 as referenced in Exhibit B. Contract payments above $56,880.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 29, 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.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

(a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Developer's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities

required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY. 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. The City will file a mortgage on each property upon purchase for redevelopment, and will hold said mortgage until such time as the property is 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. 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 28. 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 single-family housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials, (24 CFR 92.251) or achieve Energy Star standards, with a maximum HERS score of 85, as evidenced by a qualifying Energy Star certificate.

SECTION 29. 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 30. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Wichita Habitat for Humanity, Inc.

_____
Signature

_____
Title of Wichita Habitat Officer

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Carl Brewer, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Gary E. Rebenstorf, City Attorney Date
and Director of Law of the
City of Wichita

Exhibit A

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

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Wichita Habitat for Humanity, Inc., hereinafter referred to as the "City" and "Developer" (or WICHITA HABITAT) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the $56,880 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition of existing vacant lots or vacant lots located within the boundaries of any of the City's six Local Investment Areas or Neighborhood Revitalization Area, or Redevelopment Incentives Area. Existing structures acquired for redevelopment must be vacant and unoccupied for a period of at least 90 days, and must be demolished with a new single-family home to be constructed on each site. Vacant lots must also be re-developed with a new single family home on each site. Under this agreement, single-family homes may be developed on sites owned by the developer within the targeted areas. A maximum of eleven new single-family homes are to be constructed/developed and sold to owner-occupant homebuyers.

Housing constructed under this agreement must be re-sold to HOME-compliant owner-occupant buyers, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of the properties and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Developer represents and agrees that it will remain the owner of the properties until it reaches agreement with a prospective buyer(s) of the properties and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code, or achieve Energy Star Status, as evidenced by a qualifying certificate. 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 the 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 0% loans to complete projects as approved on a case-by-case basis by the Department of Housing and Community Services.

Developer shall obtain construction loans or secure other sources of funding in order to leverage HOME funds construction investment, in an amount equivalent to 50% or more of the appraised value of the home to be constructed.

III. Administration

The Wichita Habitat President/C.E.O. will supervise operations and administration on a day-to-day basis. The Wichita Habitat 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 to Wichita Habitat for this project will be $56,880.00, 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 $56,880.00 for the program described in this contract. A developer fee in an amount not to exceed 10% of the total development cost will be paid to the Developer in connection with each completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less applicable eligible costs will be returned to the City, in the form of a payoff of development subsidy loans 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 completed homes. 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, Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee not exceeding 10%)

	$56,880
TOTAL	$56,880

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

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

2. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2010, 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 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.

3. Additionally, a narrative or other description of progress may be provided.

4. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

IV. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply

with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in Wichita Habitat for Humanity, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will notify the City of any properties it contracts to purchase, or intends to develop with funding provided under this agreement, in order for the City to complete the environmental reviews required under **24 CFR 92.352**, prior to closing of the purchase. Developer agrees to comply with all requirements imposed on a particular project/site as a result of the environmental review process.

G. The Developer will obtain any and all permits required by the City prior to undertaking construction.

H. The Developer will provide construction financing, and/or obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 50% of the appraised value of the home to be developed/constructed on each project site.

I. 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.

J. 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.

K. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

L. 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.

V. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display 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. 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. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

D. 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.

E. 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.

F. Developer shall apply for City incentives, as available, for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VI. 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 monthly progress reports.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee not exceeding 10%.)	
	$56,880
TOTAL	$56,880

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Purchase of Paratransit Vans (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approval to purchase 23 vans in 2009 with the option to purchase up to 32 additional vans in years 2010 through 2014.

Background: Currently 17 vans in Wichita Transit's van fleet are overdue for replacement. These vehicles are six years old with an average of 250,000 miles driven. This far exceeds the replacement threshold set by the Federal Transit Administration. Wichita Transit will be adding one vehicle to meet expanded in-house ridership demand. The remaining five vehicles will be assigned to contracting agencies to support excess ridership that is supported by these organizations.

Analysis: The following procurement process has been followed as per COW Purchasing Policies and Procedures:

- A request for proposal (RFP) was advertised on June 1 soliciting vendor proposals for this Best Value procurement. Several requests for clarification and requests for approved equals were made by prospective vendors and responses were provided by Wichita Transit staff over the next two months.
- Wichita Transit received three proposals on August 11 for this RFP.
- A selection committee held meetings on August 18 and 26 in which telephone interviews were conducted with each vendor and references were reviewed. Vehicles were evaluated on the following criteria: company qualifications, technical specifications, product quality and support, delivery schedule, management plan, and pricing. After evaluations were scored by the selection committee, the highest ranked proposal was submitted by Kansas Truck Equipment Co. Inc., Wichita, Kansas dealer for El Dorado National located in Salina, Kansas.
- An independent review of the procurement process is required by the internal auditor from the City Manager's office. This review was completed on August 31 and deemed in compliance with City of Wichita's AR 1.2, contracting for Professional Services – Request for Proposals.

Financial Considerations: The base cost per vehicle for this procurement is $58,150. The comparable cost of a similar van purchase in December, 2007, was $64,922 resulting in a savings of 10.43% per vehicle. The total cost of the 23 vans with necessary optional enhancements is $1,347,720. Total funding for this procurement is broken down as follows: $685,576 American Recovery and Reinvestment Act (ARRA), $530,335 Federal Section 5307 Grant, and $132,583 of City of Wichita local match (20% of Section 5307 grant funds) for a total funding package available of $1,624,000.

Goal Impact: The replacement and expansion of these paratransit vans continues to ensure that there is sufficient infrastructure to maintain a safe and dependable transit service to those citizens that have mobility challenges in our community.

Legal Considerations: The City's Law Department will review and approve the procurement as to form.

Recommendations/Actions: It is recommended that the City Council approve the selection of Kansas Truck and Equipment Co., Inc. for the purchase of up to 23 paratransit vans with associated support equipment at the cost of $1,348,495 and authorize the purchasing manager to execute a purchase order.

Attachments: None.

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Intelligent Transportation Systems – MIST Traffic Software (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the payment.

Background: On January 15, 2002, the City Council approved an agreement with Sedgwick County and the Kansas Department of Transportation (KDOT) to jointly fund a program for regional Intelligent Transportation Systems (ITS) projects. One of the projects is to upgrade the existing traffic signal system. The first phase of the project included the purchase of 450 traffic controllers and conflict monitors that are currently in the process of being installed.

After an extensive selection process, KDOT's Traffic Management Center (TMC) selected Telvent-Faradyne's Management Information System for Traffic (MIST) for the central monitoring and control of the traffic signals. KDOT purchased a regional license, allowing the City of Wichita to use the Traffic Signal module for the cost of integration and maintenance.

Analysis: An effective traffic signal system requires central monitoring and control. MIST provides this operability, provides compatibility with KDOT's TMC, and will allow the coordination of traffic signals throughout the City.

Financial Considerations: The cost for Telvent-Faradyne to install and integrate the system and to provide base maps for Wichita's 567 various traffic signals, school flashers, and warning lights is $393,687. The costs will be funded through $78,737 in General Obligation bonds and $314,950 from the 2003 federal earmark funding. The cost is included in the current 2007-2016 Capital Improvement Program and is part of the ITS project approved by the City Council on September 19, 2006.

Goal Impact: This project addresses the Efficient Infrastructure goal by upgrading the City's traffic signal system

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council approve the contract, authorize the payment in the amount of $393,687.

Attachments: None.

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Aquifer Storage and Recovery Phase II – Surface Water Intake and Treatment Plant Design-Build Contract – Task Order No. 2

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Design-Build Agreement, Task Order No. 2, with ABC Partners for the Aquifer Storage and Recovery Phase II Surface Water Intake and Treatment Plant for the guaranteed maximum price of $73,338,950.

Background: Staff estimates that water demands will exceed the City's current water supply sometime between 2015 and 2020. On October 3, 2000, the City Council authorized projects to begin the development of new water supplies for the City. These projects will develop water supplies for the City's needs through the year 2050.

On July 10, 2007, City Council approved and instructed Staff to proceed with the projects for Phase II of the Equus Beds Aquifer Storage and Recovery (ASR). On June 24, 2008, City Council approved a Contract with CDM to complete a 30-percent design for the ASR Phase II Water Treatment Plant. On October 28, 2008, the City Council approved:

1) Design-Build project delivery,
2) the selection criteria,
3) a prequalification resolution, and
4) authorized the Staff Screening and Selection Committee to seek requests for qualifications and proposals.

On April 7, 2009, City Council approved a Design-Build Contract with ABC Partners for a lump sum price of $74,241,853.

Analysis: The ASR project is a critical component of the City's effort to assure that the City has adequate water supplies to meet expected future demands. Staff projects 7-to-10 years will be required to recharge sufficient water to meet this requirement. In order to construct Phase II and keep the project on an acceptable timeline, staff recommended that the plant be constructed as a Design-Build project, rather than a Design-Bid-Build project. It is estimated that the Design-Build approach for project delivery will save at least one year on the completion of Phase II, which will accelerate the installation of Phases III and IV. Staff also recommended that the City include the River Intake and Raw Water Pipeline project components within the Design-Build project for the plant.

After awarding the Contract to ABC Partners, the design of the treatment plant, river intake and raw water pipeline were elevated to a 60-percent design level. ABC Partners and staff then negotiated a guaranteed maximum price for design completion and construction of the projects.

Financial Considerations: The Preliminary Design Report estimated the cost at $94 million. The ABC Partners lump sum proposal was $74,241,853. The negotiated guaranteed maximum price is $73,338,950 which is $902,903 less than the lump sum proposal. Funding is included in Water Utilities CIP Project W-549, Water Supply Plan, which is for future water supply development.

Goal Impact: This project will ensure efficient infrastructure by providing reliable, compliant and secure utilities, and will assure that adequate water supplies are available in the future.

Legal Considerations: Task Order No. 2 for the ASR Design-Build Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Agreement with ABC Partners for a guaranteed maximum price of $73,338,950; and 2) authorize the necessary signatures.

Attachments:

Task Order No. 2 for the Design-Build Agreement between the City of Wichita and ABC Partners for ASR Phase II Surface Water Treatment Plant and River Intake.

Agenda dated April 21, 2009, for the ASR Phase II - Surface Water Intake and Treatment Plant.

TASK ORDER NO. 2

TO THE

DESIGN/BUILD AGREEMENT

BETWEEN

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

AND

ABC PARTNERS, HEREINAFTER CALLED "DESIGN/BUILDER"

FOR

DESIGN/BUILD OF THE ASR PHASE II SURFACE WATER TREATMENT PLANT AND RIVER INTAKE – ASSOCIATED WITH THE INTEGRATED LOCAL WATER SUPPLY PLAN IMPLEMENTATION

WITNESSETH:

WHEREAS, there now exists an Agreement between the two parties for Design/Build of the ASR Phase II Surface Water Treatment Plant (SWTP) and River Intake (Project) to be provided by the DESIGN/BUILDER in conjunction with the implementation of the Integrated Local Water Supply Plan,

WHEREAS, Article 1. of the above referenced Agreement provides that each item of work to be performed by DESIGN/BUILDER shall be set forth as Task Orders beginning with TASK ORDER NO. 1, and

WHEREAS, the DESIGN/BUILDER has completed TASK ORDER NO. 1 and the CITY has reviewed and approved TASK ORDER NO.1 deliverables. The DESIGN/BUILDER has developed a revised Project Scope and Stipulated Price. The DESIGN/BUILDER has negotiated with the CITY and the CITY has approved the revised Project Scope and Stipulated Price.

NOW THEREFORE, it is the desire of both parties that the DESIGN/BUILDER provide services required for TASK ORDER NO. 2. To prepare Drawings and Specifications sufficient to construct the work and to complete construction of the project described as Package A1 ASR Phase II Surface Water Treatment Plant (SWTP) and River Intake and to provide the drawings in compliance with subsection 2.5.1.5 thru 2.5.1.7 of the ASR Program Engineering Guides Volume 1 General Design Guides. In addition, Design Builder will comply with the following provisions of the ASR Program Engineering Guides Volume 1 General Design Guides.

1. Chapter 1. Introduction paragraphs 1.1, 1.2, 1.3, 1.4 first paragraph only and only to the extent that applicable sections of the ASR Program Engineering Guides Volume 1

General Design Guides are identified below and 1.5 except that the order of precedence is: the Agreement , the Design / Builders Proposal, Task Order 1, Task Order 2 any subsequent Task Order then the provisions of the ASR Program Engineering Guides Volume 1 General Design Guides but only to the extent listed below.

2. Chapter 2 General Administrative Guidelines, paragraphs 2.6 and 2.7 only.
3. Chapter 7 Word Processing Guidelines.
4. Chapter 8 Drafting Standards and CAD Guidelines excluding subsection 8.48. Design / Builder will not submit aerial; survey as a deliverable.
5. Chapter 11 Operation and Maintenance Manual Guidelines. Paragraph 1.1 and 1.1.1 only, an integrated O&M Manual is excluded.
6. Chapter 12 ASR Program Specifications Guidelines (Legal Specifications) excluding any reference or requirement for bidding and reference or requirement for Legal Specifications. Design/ Builders compliance is only applicable to format and appearance. Design / Builder may elect to provide certain specifications or product information in alternate format.

NOW THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF WORK

The DESIGN/BUILDER shall perform TASK ORDER NO. 2 services as set forth in the following exhibits:.

EXHIBIT A. Basis of Design Memorandum dated August 23, 2009 which includes the following:

1. Process Flow Diagram dated August 21, 2009.
2. Summary of Raw water Settling Test Results dated July 1, 2009.
3. Clearwell Sizing Design Basis dated June 2, 2009.
4. Presedimentation Basin Basis of Design dated July 15, 2005.
5. Process Design Criteria dated August 21, 2009.
6. Design Memorandum, HVAC and Sprinkler Requirements dated June 10, 2009 Revised June 12, 2009.

Exhibit A supersedes the following sections of the Preliminary Design Report dated January 2009.

a. Executive Summary. Last paragraph of Page 7 thru page 12.
b. Section 2 Project Goals, Regulatory Issues and Permitting. Subsections 2.3 thru 2.3.1.
c. Section 5 River Intake Subsections 5.1.6 thru 5.1.7, Subsection 5.2 thru 5.4. Subsections 5.5.1 thru 5.5.9, Subsections 5.5.10.4 thru 5.5.10.5. Subsections 5.5.11 thru 5.5.14.2 and Subsection 5.5.15.2 pending final design .
d. Section 6 SWTP Process Alternatives Evaluation.

e. Section 7 General Description of SWTP Facilities. Subsection 7.1, and 7.3 through 7.6
f. Section 8 Pretreatment System
g. Section 9 Membrane Filtration Building
h. Section 10 Advanced Oxidation Process Building Subsections 10.1, Subsection 10.2 Subsection 10.3.1.3, Subsection 10.3.2 thru 10.3.7.
i. Section 11 Clearwell and High service Pump Station.
j. Section 12 Residuals Handling.
k. Section 13 Process Instrumentation and Control Development.
l. Section 14 Operating Considerations Subsection 14.4.
m. Section 15 Preliminary Opinions of Probable Cost.
n. Section 16 Implementation Recommendations Subsections 16.2, Subsections 16.4 thru 16.6
o. Appendices D, E, I, J, K, N, O, Q, R, S, T, and U.

EXHIBIT B. Construction Documents for Package A1 Surface Water Treatment Plant and River Intake dated August 21, 2009 which supersedes the Preliminary Design Drawings; "Specification List" dated September 7, 2009, "Surface Water Treatment Plant Preliminary Design" dated February 11, 2009.

EXHIBIT C. Work Description Rev 04 dated August 26, 2009.

B. PAYMENT

In accordance with Paragraph 4.01 of the AGREEMENT and Article 13.01 of the General Conditions, PAYMENTS TO DESIGN / BUILDER and COMPLETION. Payment to the DESIGN/BUILDER for the performance of the services described by this TASK ORDER NO. 2 shall be Sixty Six Million Four Hundred and Sixty Five Thousand Two Hundred and Ten Dollars ($66,465,210). TASK ORDER 2 Schedule of Values shall be submitted in accordance with Paragraph 2.04 of the General Conditions.

A summary of task orders one and two is provided below.

Task Order 1	$ 6,873,740
Task Order 2	$ 66,465,210
Total	$ 73,338,950

C. SCHEDULE

The anticipated progress schedule shall be as set forth in Article 6.05 of the General Conditions, Progress Schedule and shall be submitted in accordance with Paragraph 2.04 of the General conditions.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by TASK ORDER NO. 2 shall remain in full force and effect. The parties mutually agree to modify the original agreement as follows.

1. Agreement Article 4. Paragraph 4.01.A: Change $74,241,853 to $73,338,950.
2. Agreement Article 4. Paragraph 4.01: Add the following "City shall pay to the Design Builder a sum of two percent of total contract value, inclusive of all Task Orders and other changes in contract price, for mobilization costs. The amount shall be payable in two equal installments beginning due concurrently with payment for the first and second payment applications under Task order No 2."
3. Agreement Article 4, Paragraph 4.01: add the following "Design / Builder has proposed and City has accepted a revised project scope and Stipulated Price as described in Task Order No. 2."
4. Agreement Article 5. Paragraph 5.01.A.1.a: Change 90 to 95.
5. Agreement Article 5. Paragraph 5.01.A.1.b: Change 90 to 95.
6. Agreement Article 8. Paragraph 8.01.H. add the following sub paragraphs:
   8.01.H.5. Task Order No.1 including EXHIBITS A, B and C.
   8.01.H.6. Task Order No 2 including EXHIBITS A, B, and C.
7. Agreement Article 8 subparagraph 8.01.J add the following to the end "portions of which have been superseded by Task Orders 1 and 2."
8. Agreement Article 8 subparagraph 8.01.K add the following to the end "portions of which have been superseded by Task Orders 1 and 2."

IN WITNESS WHEREOF, the CITY and the DESIGN/BUILDER have executed this TASK ORDER NO. 2, as of this _____day of _____ in the year 2009.

CITY OF WICHITA

By:_____
Carl Brewer, Mayor

ATTEST:

By:_____
Karen Sublett, City Clerk

APPROVED AS TO FORM

By:_____
Gary Rebenstorf, Director of Law

ABC Partners

By:_____
Greg Graves, President & CEO
Burns & McDonnell Engineering Co.

CITY OF WICHITA
City Council Meeting

October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Payment of Appraisers Fees and Court Costs in condemnation matter to Acquire Property for public right-of-way (District III)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of the appraisers' Fees and Court Costs.

Background: On July 7, 2009, the Council authorized the acquisition by eminent domain of this tract of land necessary for the purpose of public right-of-way for the construction and improvement of the planned I-135/47th Street South Interchange and 47th Street South from I-135 to Broadway Project. The owner previously agreed to allow access to the site to allow the construction to start prior to the completion of the eminent domain and actual acquisition. In exchange for this early access, the City deposited the appraised value of $355,000.00 with the District Court as a nonrefundable credit against the pending eminent domain award. The court appointed appraisers have filed their report of the value of this tract of land. The award is $645,000.00. With the previously deposited amount, this leaves a balance due of $290,000.00 to be deposited with the District Court. The related appraiser fees total $22,500.00. Court costs have previously been paid.

Analysis: In order for the City to obtain title to this property, it must pay the full amount of the award, together with appraisers' fees, into the Clerk of the District Court on or before October 21, 2009. Acquisition of this tract is necessary in order to secure use of the land for public right-of-way. The project will provide a center left turn lane, reconstruct the interchange, improve storm drainage, and improve access to adjoining properties

Goal Impact: This expenditure supports the efficient infrastructure goal.

Financial Considerations: The cost of acquiring this property will be paid for by general obligation bonds. Failure to pay the award by the stated date would be deemed an abandonment of the award, and subject the City to an award for the same sum in fees and to the court, plus the owner's expenses in defending the action. The appraisers' award of $645,000.00, less the $355,000.00 previously deposited, leaves an amount due of $290,000.00, and the related appraiser fees of $22,500.00 make the total award remaining to be paid for this tract $312,500.00.

Legal Considerations: In order acquire the property, it is necessary to pay the award, together with the fees, to the Clerk of the District Court on or before October 21, 2009.

Recommendations/Actions: It is recommended that the City Council authorize payment to the Clerk of the District Court for the I-135/47th Street South Interchange and 47th Street South from I-135 to Broadway Project the remaining balance of the appraisers' award in the amount of $290,000.00, together with the related appraiser fees of $22,500.00 as per the journal entry, for acquisition of this property.

Attachments: None.

Agenda Item No. XII-27

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Lawsuit –Radley v. Kasparek

INITIATED BY: Law Department

AGENDA: Consent

- -

Recommendation: Authorize payment of $13,500.00 as settlement of the subject case and all other claims arising out of the incident which is the subject of the lawsuit.

Background: This lawsuit arises from the arrest of Mr. Radley on March 15, 2008. It alleges that the officer had acted improperly and that he incurred physical and emotional injuries as a result of the arrest.

Analysis: The plaintiff has offered to accept a lump sum payment of $13,500.00 as settlement of all his claims and potential against the police officer and City of Wichita. Because of the uncertainty and risk that the judgment at trial, plus a potential award of attorney fees to plainitff, would exceed this amount, the Law Department recommends acceptance of the offer. The settlement of this suit does not consistute an admission of liability on the part of the City or the officer. Rather, it is merely a settlement to resolve a long disputed claim.

Financial Considerations: Funding for the settlement payment is from the City's tort claims fund.

Goal Impact: Provide for safe and secure community

Legal Considerations: The Law Department recommends acceptance of the plaintiff's offer of settlement.

Recommendations/Actions: Approve the settlement of the lawsuit and payment of $13,500.00.

Attachment: None.

Agenda Item No. XII-

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Removal of Nuisance Abatement Assessments (Districts I, V and VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve removal of four (4) City nuisance abatement special tax assessments previously approved for special assessment by the City Council.

Background: The Office of Central Inspection supports neighborhood maintenance through abatement of nuisances under Title 8 of the City Code. State statutes and City ordinances allow the City to clean up and/or mow private property that is in violation of environmental standards after proper notification of responsible parties. A private contractor performs the work and the Office of Central Inspection bills the cost of abatement to the property owner. If the bill is not paid, State statute and City ordinances allow placement of unpaid cleanup and/or mowing costs as special assessments on property taxes, after approval of such assessments by the City Council.

Analysis: In February and July 2009, the City Council approved special assessments of unpaid City nuisance abatement billings on over 900 properties. Subsequent to the Council's approval, it was discovered that four (4) of the 900 plus properties had been incorrectly identified and assessed. The four (4) incorrectly identified and assessed properties include:

Ordinance No.48-191
Tax Key: D-2835, 7200 W. 11th St. N.
Amount: $169.43

Ordinance No.48-372

Key # C-01309, 1622 N. Kansas	Key # C-01177, 1431 N. Madison	Key # A-01564, 1148 N. Market
Amount: $120.24	Amount: $120.24	Amount: $120.24

It has been determined by the Law Department that the special assessments on the above incorrectly identified and assessed properties should be removed, with approval by the City Council.

Financial Considerations: Nuisance abatement and mowing contractors are paid through budgeted appropriations from the City's General Fund. Placement of special assessments provides for potential reimbursement of these expenditures to the City. Removal of the four (4) incorrectly identified assessed properties for special tax assessments has a total value of $530.15.

Goal Impact: The abatement and assessment program supports Core Area and Vibrant Neighborhoods by continuing cleanup and abatement for properties that are detrimental to Wichita neighborhoods.

Legal Considerations: The Law Department has reviewed this matter and recommends that the special assessments on the four (4) incorrectly identified properties be removed, with approval by City Council.

Recommendation/Action: It is recommended that the City Council approve removal of the special assessments on the four (4) incorrectly identified properties.

Attachment: September 15, 2009 Nuisance Assessments Correction Memorandum

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Catherine Gilley, Debt Coordinator

FROM: Kurt Schroeder, Superintendent of the Office of Central Inspection 9/15/09

SUBJECT: Nuisance Assessment Corrections

DATE: September 15, 2009

Attached, please find the agenda report pertaining to the correction of nuisance assessments for Ordinance No. 48-191 and Ordinance No. 48-372. The properties listed below were cited for nuisance assessments in error and need to be corrected. The assessments for these properties need to be removed prior to September 18, 2009 in order to ensure that they are not included in the 2009 tax statements for these properties. Please remove these assessments from the tax role no later than September 18, 2009. The Office of Central Inspection will prepare a City Council agenda item for official City Council approval of the assessment removals. It is anticipated this item will appear on the October 13, 2009 Council meeting agenda for final Council action.

The property assessments to be removed are:

Ordinance No.48-191

Tax Key= D-2835
Address= 7200 W. 11th St. N.
Amount= $169.43

Ordinance No.48-372

Tax Key= C-01309
Address= 1622 N. Kansas
Amount- $120.24

Tax Key= C-01177
Address= 1431 N. Madison Ave.
Amount= $120.24

Tax Key= A-01564
Address= 1148 N. Market
Amount= $120.24

Please let me know if you should have any questions or require any additional information.

cc: Duyen Pham
Brian McLeod

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: OCI Interactive Voice Response System Replacement Project

INITIATED BY: Office of Central Inspection/Information Technology Department

AGENDA: Consent

Recommendations: Authorize staff to negotiate a contract and authorize necessary contract signatures with Selectron Technologies, Inc. for software, software licensing, professional services, year-one prorated maintenance and on-going annual maintenance costs for replacement of the current Office of Central Inspection Interactive Voice Response System.

Background: On April 21, 2009, the City Council authorized staff to negotiate a contract and also authorized necessary contract signatures for an Interdepartmental Development Tracking System (IDTS) Software Replacement Project (land use, land development, construction permitting, code enforcement, inspection and licensing management/tracking). The selected primary vendor for the IDTS Software Replacement Project was Infor Global Solutions (Infor). The Council-approved IDTS Software Replacement Project budget included vendor software, software licensing, required professional services, on-going maintenance costs and associated hardware upgrade costs required to replace the City's current development, permitting and licensing software system (Tidemark) and Interactive Voice Response System. In late May 2009, a contract with the primary IDTS Software Replacement Project vendor, Infor, was executed.

The April 21, 2009 Council-approved budget for the IDTS Software Replacement Project included costs associated with the purchase, implementation and ongoing maintenance of an Interactive Voice Response System (IVRS) to replace the current Office of Central Inspection IVRS. The Council-approved budget for the IVRS is approximately $55,000. The new IVRS will be fully integrated with the new Infor IDTS.

Analysis: The Infor Request for Proposals (RFP) included an optional bid response item for an Office of Central Inspection replacement IVRS. The Infor optional RFP bid item included a fully-integrated IVRS to be provided by Infor partner, Selectron Technologies, Inc. (Selectron). The new IVRS may be expanded to offer IVRS services in other Departments.

Although the April 21, 2009 Council Agenda item and IDTS Software Replacement Project and IDTS Software Replacement Project budget approval included the Selectron IVRS, the Council Agenda item did not specifically request Council to authorize staff to negotiate a separate contract with Selectron and/or to authorize necessary Selectron contract signatures.

Financial Considerations: The budget for a replacement IVRS (in the amount of approximately $55,000) was approved by City Council on April 21, 2009 (as part of the umbrella Infor IDTS Software Replacement Project approval).

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This item impacts the *Provide a Safe and Secure Community* and *Support a Dynamic Core Area and Vibrant Neighborhoods* goals by providing more effective and efficient delivery of land use development, construction permitting, construction inspection, business licensing and neighborhood code enforcement service delivery, while providing enhanced communication to citizens who use these services.

Legal Considerations: The Internal Auditor has reviewed the work of the IVRS Staff Screening and Selection Committee, which recommended selection of the Infor IDTS Software Replacement Project, including the Selectron IVRS, and confirms compliance with the City's vendor selection process. The Law Department will participate in contract negotiations with Selectron, and will review and approve as to form the final contract.

Recommendations/Actions: It is recommended that the City Council authorize staff to negotiate a contract with Selectron Technologies, Inc. for software, software licensing, professional services, year-one prorated maintenance and on-going annual maintenance costs for a new Office of Central Inspection Interactive Voice Response System, and authorize the necessary contract signatures.

Attachments: None.

CITY OF WICHITA
City Council Meeting
October 13, 2009

TO: Mayor and City Council Members

SUBJECT: Easements and Covenants Associated with the Replat of Skyway Industrial Park (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the Easements and Covenants.

Background: In 1999 and 2003, the City Council approved the acquisition of Skyway Industrial Park. The property acquired had 139.5 acres total. Property is platted into 27 lots with platted reserves and streets. As platted, there is approximately 102 acres of marketable land.

Analysis: The property is being replatted into three large lots to maximize flexibility in marketing and maximize the saleable area. The replatting requires that a new avigational easement be granted due to the proximity of the property to the airport. There are also certain covenants, such as requiring the formation of an owners association to maintain reserves, which place future requirements on the property. These require Council action as they impact City-owned real property. The other requirements of platting can be executed by staff.

Financial Considerations: The costs of platting and recording will be paid out the Urban Development Revenue Fund operating budget and recouped from the proceeds of future sales.

Goal Impact: Assist with the economic development of the City by providing a site for additional business development and job creation.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Easement; 2) Approve the Restrictive Covenants; and 3)Authorize all necessary signatures.

Attachments: Aerial, proposed plat, avigational easement and restrictive covenants.

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, The City of Wichita, KS, a municipal corporation (grantors), do hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Lots 1 thru 3, Block 1; Lot 1, Block 2; and Reserves "A" thru "E", Skyway Industrial Park 2nd, an addition to Wichita, Sedgwick County, Kansas.

By virtue of this easement, the grantors, for and on behalf of themselves and their respective successors in interest to any and all of the real property above described, waive as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in takeoff and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantors have signed these presents this _____ day of _____, 2009.

CITY OF WICHITA, KS, a municipal corporation:

_____

Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____day of _____, 2009, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Carl Brewer, and Karen Sublett, Mayor and City Clerk of the City of Wichita, KS, a municipal corporation to me personally known to be the persons who executed the forgoing instrument, and duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires: _____

RESTRICTIVE COVENANT

This covenant, executed this _____ day of _____, 2009.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Skyway Industrial Park 2nd, an Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, Grantors are the owners of Lots 1 thru 3, Block 1; Lot 1, Block 2; and Reserves "A" thru "E", Skyway Industrial Park 2nd, an Addition to Wichita, Sedgwick County, Kansas, which property is located near Wichita Mid-Continent 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 resident's 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 Skyway Industrial Park 2nd, 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.

CITY OF WICHITA, KS, a municipal corporation:

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____day of _____, 2009, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Carl Brewer and Karen Sublett, Mayor and City Clerk of the City of Wichita, KS, a municipal corporation to me personally known to be the persons who executed the forgoing instrument, and duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires: _____

RESTRICTIVE COVENANT

This covenant, executed this _____ day of _____, 2009.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Skyway Industrial Park 2nd, an 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.

NOW, THEREFORE, the undersigned does hereby subject Skyway Industrial Park 2nd, an 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, 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.

EXECUTED the day and year first above written.

CITY OF WICHITA, KS, a municipal corporation:

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____day of _____, 2009, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Carl Brewer and Karen Sublett, Mayor and City Clerk of the City of Wichita, KS, a municipal corporation to me personally known to be the persons who executed the forgoing instrument, and duly acknowledged the execution of the same.

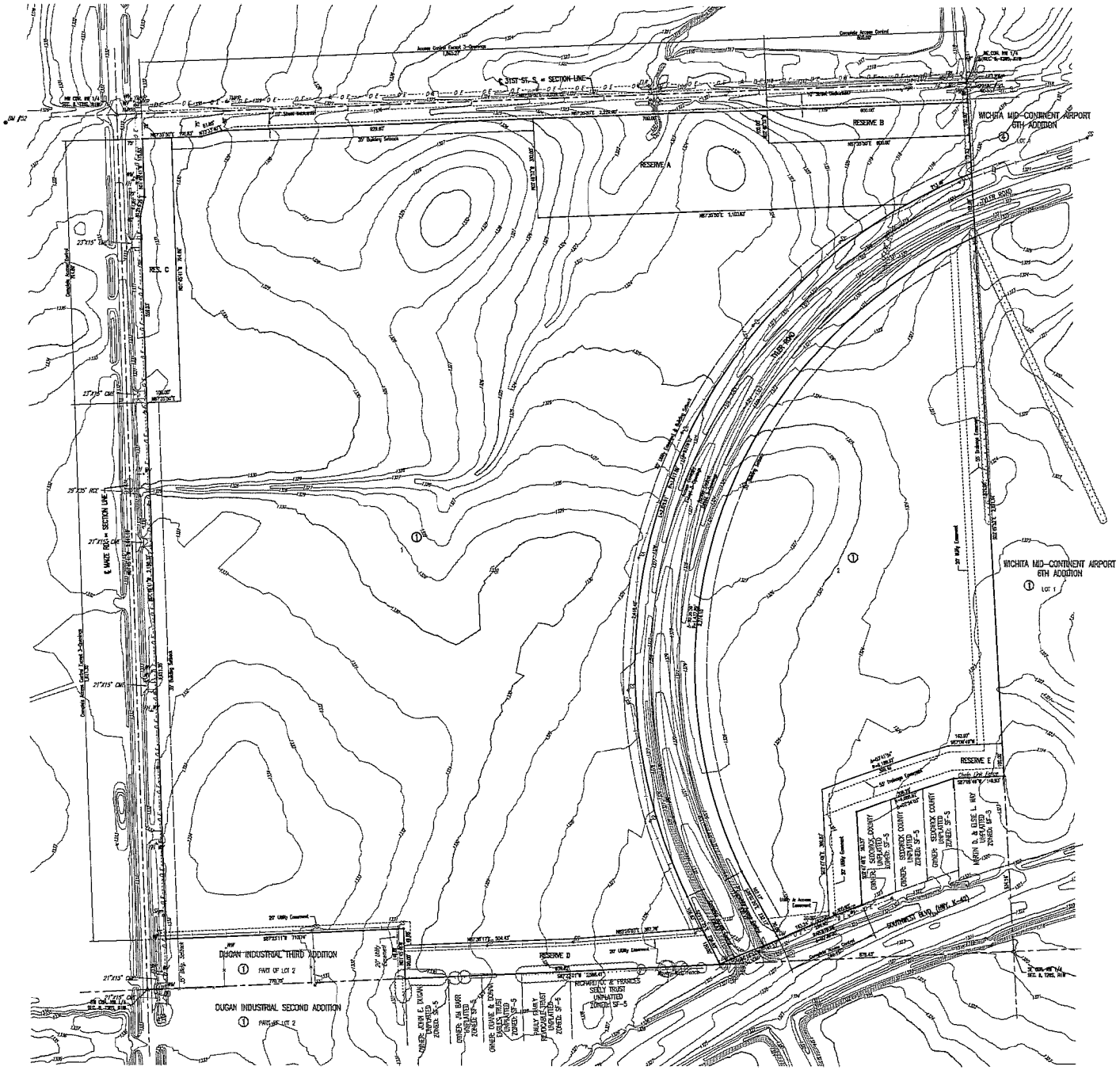
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

_____
Notary Public

My Appointment Expires: _____

SKYWAY INDUSTRIAL PARK 2ND

AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS



STATE OF KANSAS }
COUNTY OF SEDGWICK } SS

WE, PROFESSIONAL ENGINEERING CONSULTANTS, P.A. ENGINEERS AND SURVEYORS IN AFORESAID STATE AND COUNTY, DO HEREBY CERTIFY THAT OF THIS DAY OF _____, 2008, WE HAVE SURVEYED AND PLATTED SKYWAY INDUSTRIAL PARK 2ND, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, INTO LOTS, BLOCKS, STREETS, AND RESERVES, THE SAME BEING DESCRIBED AS FOLLOWS:

PARCEL 1:
LOTS 1, 2, 3, 4, 5 AND 6, BLOCK A; LOT 1, BLOCK B; LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK C; LOTS 1 AND 2, BLOCK D; LOT 1, BLOCK E; LOTS 1, 2, 3, 4, 5 AND 6, BLOCK F; AND RESERVES A, B, C, D AND E, ALL IN SKYWAY INDUSTRIAL PARK, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

PARCEL 2:
LOT 1, AND THE NORTH 330 FEET OF LOT 2, BLOCK 1, DUGAN INDUSTRIAL THIRD ADDITION, SEDGWICK COUNTY, KANSAS.

ALL PUBLIC DEDICATIONS LYING WITHIN THE ABOVE DESCRIBED TRACT OF LAND ARE HEREBY VACATED AND REPLATTED BY VIRTUE OF KSA 12-512b(c) AMENDED.

_____
JAMES R. BECKETT, R.L.S. NO. 832
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ALL ADJITCH'S RIGHT OF ACCESS TO AND FROM BACK RD. OVER AND ACROSS THE NEXT PROPERTY LINE, TO AND FROM 31ST ST. S. OVER AND ACROSS THE NORTH PROPERTY LINE AND TO AND FROM TILER RD. AND K-42 IS HEREBY GRANTED TO THE CITY OF WICHITA, PROVIDED HOWEVER THAT THERE SHALL BE ACCESS TO WACE RD. AT THREE LOCATIONS, ACCESS TO 31ST ST. S. AT THREE LOCATIONS, AND ACCESS TO EACH SIDE OF TILER RD. AT THREE LOCATIONS AS SHOWN, THERE SHALL BE COMPLETE ACCESS CONTROL ALONG K-42.

THE STREETS ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC. EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES ARE HEREBY GRANTED.

A DRAINAGE PLAN HAS BEEN APPROVED FOR THIS PLAT. ALL DRAINAGE EASEMENTS, RIGHTS-OF-WAY, OR RESERVES SHALL REMAIN AT STRAIGHTED GRADES AND UNOBSTRUCTED TO ALLOW FOR THE CONVEYANCE OF STORM WATER, UNLESS MODIFIED WITH THE APPROVAL OF THE CITY ENGINEER.

RESERVES "A", "B", AND "C" ARE FOR DETENTION, DRAINAGE, LANDSCAPING AND UTILITIES CONFINED TO EASEMENTS. RESERVES "C" AND "D" ARE FOR LANDSCAPING AND UTILITIES CONFINED TO EASEMENTS. RESERVES "D" AND "E" SHALL BE OWNED AND MAINTAINED BY AN OWNERS ASSOCIATION TO BE FORMED WITHIN SKYWAY INDUSTRIAL PARK 2ND.

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED PROPERTY OWNERS OF THE LAND AS ABOVE SET FORTH IN THE SURVEYOR'S CERTIFICATE, HAVE CAUSED THE LAND TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, AND RESERVES, THE SAME TO BE KNOWN AS SKYWAY INDUSTRIAL PARK 2ND, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

OWNER:
THE CITY OF WICHITA, KANSAS, A MUNICIPAL CORPORATION

_____, MAYOR
CARL BREWER

STATE OF KANSAS }
COUNTY OF SEDGWICK } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2008, BY CARL BREWER, MAYOR

_____, NOTARY PUBLIC

MY APPOINTMENT EXPIRES: _____

THIS PLAT IS APPROVED AND ALL DEDICATIONS SHOWN HEREON, IF ANY ARE ACCEPTED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS, THIS _____ DAY OF _____, 2008.

_____, MAYOR
CARL BREWER

_____, CITY CLERK
KAREN SCHOFIELD

ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 2008.

_____, COUNTY CLERK
KELLY B. ARNOLD

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE AT _____ M. ON THE _____ DAY OF _____, 2008.

_____, REGISTER OF DEEDS
HILL MEEK

_____, DEPUTY
TONYA BUCKNOVAN

STATE OF KANSAS }
COUNTY OF SEDGWICK } SS

THIS PLAT OF SKYWAY INDUSTRIAL PARK 2ND HAS BEEN SUBMITTED TO AND APPROVED BY THE WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION, WICHITA, KANSAS.

GIVEN THIS _____ DAY OF _____, 2008.
WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION

_____, CHAIR
DARRELL CROWNOVER

_____, SECRETARY
JOHN L. SCHAUDEL

REVIEWED IN ACCORDANCE WITH K.S.A. 58-2005 ON THIS _____ DAY OF _____, 2008.

_____
TRICIA L. KERESUN, LS #1248
DEPUTY COUNTY SURVEYOR
SEDGWICK COUNTY KANSAS

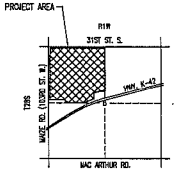
BENCHMARKS

BM #50
A CITY OF WICHITA BRASS DISC LOCATED 50±A FEET SE. OF THE N 1/4 CORNER OF SECTION 8, T29S, R1W.
ELEV. 1318.08 NAVD 88

BM #51
A CHISELED SQUARE ON THE SOUTHWEST END OF A CONCRETE CULVERT LOCATED ON THE NORTH SIDE OF 31ST S. AND OLD TILER RD.
ELEV. 1313.31 NAVD 88

BM #52
A CHISELED SQUARE ON THE CENTER SOUTH CONCRETE HEADWALL OF A RCP, LOCATED 300 FEET WEST WACE RD. ON THE SOUTH SIDE OF 31ST ST. SOUTH
ELEV. 1331.92 NAVD 88

DATE OF PREPARATION: MARCH 2008
TOPOGRAPHIC SURVEY: MARCH 2008
OWNER: CITY OF WICHITA
455 N. MAIN
WICHITA, KS 67202
SUBMITTER: PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 S. TOPEKA
WICHITA, KS 67202

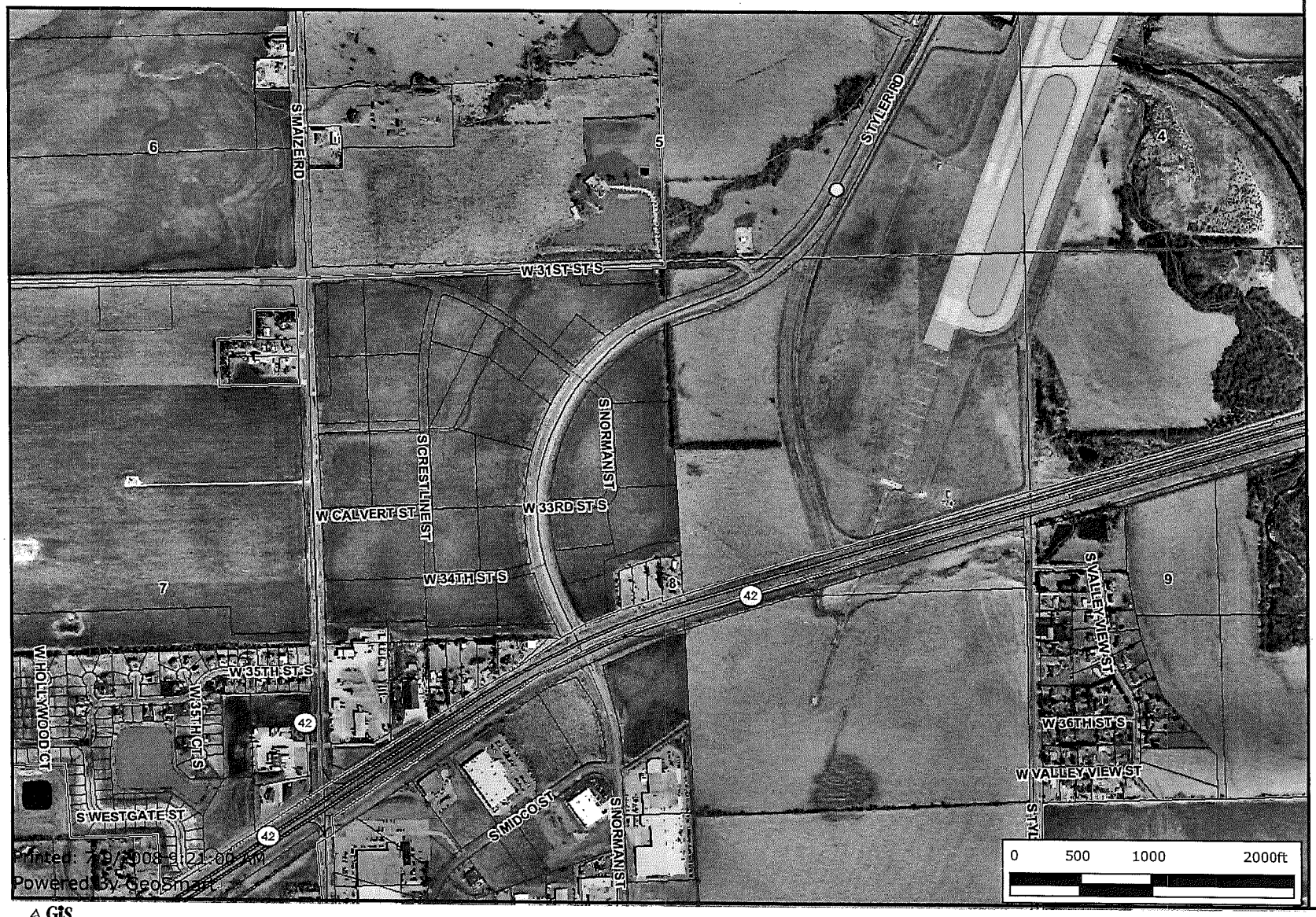


VICINITY MAP

Professional Engineering Consultants, P.A.
303 S. TOPEKA • WICHITA, KANSAS 67202
316-262-2691 • FAX 316-262-8509

707

Skyway



- City Limit Boundaries
- Property Parcels
- Parks
- Airports
- City Limits
- Small Cities
- Sedgwick County
- Wichita

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

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Interagency Agreement Between the Department of Social and Rehabilitation Services and Wichita Transit

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the Interagency Agreement Between the Department of Social and Rehabilitation Services (SRS) and Wichita Transit.

Background: The Access to Jobs program provides rides to and from work for low-income workers. Since the start of the program in October, 2000, Access to Jobs has provided over 667,262 rides. By entering into an interagency agreement with SRS, Wichita Transit estimates 1,600 rides a year to low-income workers. This agreement is a renewal and is the standard agreement Wichita Transit uses with agencies that want to purchase rides through the Access to Jobs program. Wichita Transit has been providing rides for SRS clients since the start of the program.

Analysis: Part of the Access to Jobs grant is to provide half the cost of the rides that agencies offer low-income clients when they are trying to enter or re-enter the work force. The other half of those expenses are borne by the agency.

Financial Considerations: The Access to Jobs rides will be purchased with grants from FTA (50%) and SRS (50%). No city funds will be involved in the Access to Jobs rides.

Goal Impact: To promote economic vitality and affordable living by improving availability, quality, and diversity of jobs and sustained affordable living.

Legal Considerations: The City's Law Department has reviewed the agreement prior to execution as to form.

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

Attachments: Interagency Agreement Between the Department of Social and Rehabilitation Services and Wichita Transit.

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES
AND
WICHITA TRANSIT
FOR ACCESS TO JOBS AND FLASH PASS TRANSPORTATION PROGRAMS

This agreement is made and entered into this 13th day of October, 2009, by and between the Director of Wichita Transit (hereinafter referred to as “WT”) and the Secretary of the Kansas Department of Social and Rehabilitation Services (hereinafter referred to as "SRS").

This agreement serves as the formal basis for assumption of the following performance requirements by WT, using funds provided under the Welfare to Work provisions of Title IV, Part A, of the Social Security Act, as amended.

It is mutually agreed by and between the Director of Wichita Transit and the Secretary of the Kansas Department of Social and Rehabilitation Services that WT will provide all services necessary to carry out the performance criteria outlined in this agreement and accept payment as proscribed in this document.

In addition, WT will undertake the entire Access to Jobs program within the budget of their federal grant as outlined in the agreement.

During the administration of activities covered by this agreement, WT agrees to comply with all applicable laws, regulations, and policies of the United States, the State of Kansas, and the City of Wichita, including, but not limited, to the following:

1. Equal Opportunity
   a. Title VI, Civil Rights Act of 1964
   b. Title IV, Part A, of the Social Security Act, as amended
   c. Executive Order 11245, as amended
   d. ADA of 1990
   e. City of Wichita Executive Order No. 1
   f. City of Wichita Administrative Regulation No. 23

2. Welfare to Work
   a. Title IV, Part A, of the Social Security Act, as amended

3. Access to Jobs
   a. SAFETEA-LU, Section 5316

4. Other
   a. Federal Labor Standards
   b. Clean Air Act, as amended

c. City of Wichita Administrative Regulations, as applicable
d. Federal Transit Authority (FTA) Drug-Free Workplace and Drug and Alcohol Testing policy

I SCOPE OF WORK

Performance Criteria

Access -to- Jobs Program Description

Service is prepared to begin October 13, 2009, subject to the 50% match basis for a projected project span of 12 months. Should demand grow as is expected, the time span of this agreement could shorten. Future FTA funding is already earmarked for a continuation of Wichita's initial federal grant. Partnering agencies will reimburse the city for 50% of the cost of each ride provided.

The program concept is to provide transportation to clients of Social and Rehabilitation Services (SRS) through a coordinated effort of Wichita Transit, local agencies currently having transportation capacity, private transportation providers, and cab companies. Service parameters will initially be within the City of Wichita, seven days a week 24 hours a day.

Components of this service plan include:

1. City staff will develop partnerships and direct, coordinate, and schedule transportation.
2. Transit Center office space will be used as the central focal point for the "one-stop shopping" concept.
3. Contract transportation providers will include human service agencies, cab companies, and private transportation providers.
4. As demand grows, Wichita Transit retains the option to utilize paratransit vans and add van drivers to establish a core service.
5. Office equipment, computers, scheduling software programs, and new vans, as demand dictates, can be purchased through the federal grant.

Duties and Responsibilities

Wichita Transit will:

1. Provide all administrative services necessary to implement the federal grant;
2. Submit renewing federal grant applications in a timely manner to continue the program as need demonstrates;
3. Schedule and coordinate all transportation, coordinating with local transportation providers or providing the service directly;
4. Advise the case manager who the transportation provider will be, i.e., taxi, Wichita Transit van, or other service provider;
5. Accept transportation requests between 8:00 AM and 3:00 PM Monday through Friday, legal holidays excepted;
6. Accept cancellations by 3:00 PM prior to the day of scheduled service;
7. Require specified trip origins and destinations from authorizing agencies, including

authorized alternative sites for day care of sick children;
8. Transport the number of individuals authorized without specific identification;
9. Transport all qualifying individuals, including those with physical disabilities;
10. Notify the referring agency when a scheduled client does not ride;
11. Not be providing inter-shift emergency transportation;
12. Invoice the referring agency monthly for purchased rides in accordance with the cost analysis in this agreement;
13. Invoice the referring agency for "no shows" in accordance with the rate(s) set forth in this agreement;
14. Review the cost and service quarterly in the first year and amend this agreement upon mutual agreement; and
15. Refer all client service coordination efforts to the appropriate case manager.

SRS will:

1. Determine the eligibility of clientele based on 150% of current poverty level guidelines;
2. Refer eligible clients to Wichita Transit for transportation services;
3. Provide formal authorization for transportation of specified origins and destinations;
4. Provide formal authorizations for specified individuals;
5. Provide formal notice of cancellation in writing;
6. Schedule service through Wichita Transit;
7. Authorize individuals to participate in the program;
8. Not request inter-shift emergency transportation for clients;
9. Review invoices and notify Wichita Transit of discrepancies;
10. Notify Wichita Transit of service deficiencies immediately; and
11. Timely pay to Wichita Transit the sums due on invoices submitted as described below.

It is mutually agreed by the contracting parties that all necessary services to carry out the performance criteria will be implemented.

Flash Pass Program Description

Wichita Transit will provide rider flash passes for use on their fixed-route bus system. A flash pass is a laminated card, which, when shown to a Wichita Transit driver, will allow unlimited access to Wichita Transit's services. A flash pass is valid for no more than a three-month period.

Wichita Transit will:

1. Provide numbered pass card blanks to SRS. WT will change the color of the numbered pass card blanks each quarter;
2. Transport the number of individuals authorized; and
3. Provide SRS with a billing for passes issued each month by the 10th day of the following month.

SRS will:

1. Individualize each pass with the name and picture of the adult and the number of dependent children eligible to ride;
2. Maintain a pass issued log that will be given to Wichita Transit no later than five days after the 1st and 16th of each month; and
3. Provide an accounting of all pass blanks issued at the end of each quarter. All blanks not accounted for or returned to Wichita Transit will be charged the full quarterly fare.

II TERM OF AGREEMENT

This agreement shall commence on October 13, 2009, and continue through October 12, 2010, with the option to renew for two consecutive years by written mutual consent.

III COMPENSATION and PAYMENT

Method of Payment

Wichita Transit will prepare a monthly Access to Jobs invoice with supporting detail and send it to SRS by the 30th day of the following month. SRS will initiate a payment by check within 15 days upon verification of the invoice. Wichita Transit and SRS will agree to any adjustments to the invoice.

SRS will submit flash pass information quarterly, and Wichita Transit will submit the invoice to SRS for payment.

Access to Jobs Compensation Explanation

SRS's cost per ride is $10.50 within the City of Wichita and contiguous improvement districts.

Transportation costs will be reviewed quarterly, subject to revision based on operating costs and historical demand of service. Any change in fee, whether increase or decrease, shall be submitted to SRS for approval in a written form 10 days prior to the fee change.

No-Show Charges

The cost of a no-show trip will be invoiced at $4.50.

Funding

Services will only be provided to the extent that a local match has been negotiated, up to the limit of available federal matching funds. The projected time period during which federal funds will be available for the federal grant is until funds are exhausted; however, should demand grow as is expected, the span of this federal grant could be shortened.

Charges for Service

Transportation reimbursements on a per-ride basis by SRS may not be more than the reimbursements made by other agencies or individual organizations for similar service.

Flash Pass Compensation Explanation

A billing unit is $216 per eligible rider per flash pass for a three-month period or a portion of a three-month period prorated as follows:

Period 1 - First month 1st through 15th, $216.00
Period 2 - First month 16th through last day of the month, $180.00
Period 3 - Second month 1st through 15th, $144.00
Period 4 - Second month 16th through last day of the month, $108.00
Period 5 - Third month 1st through 15th, $72.00
Period 6 - Third month 16th through the last day of the month, $36.00

IV TERMINATION

Either party may terminate this agreement with 30-days written notice.

V MODIFICATIONS

This agreement may only be modified by the mutual written agreement of the parties.

Any significant change in scope and intent of this agreement shall be considered and approved or disapproved by the city council and SRS. A significant change is defined as a change in program intent, program beneficiaries, basic program guidelines, and any budget or funding change over $10,000. Any change approved by the city council and SRS shall have the full force and effect as all other provisions of the agreement as though originally fully set out herein. Approval of signatories of this agreement is not necessary for changes approved by the city council and SRS. Changes or amendments to this agreement not submitted to the city council for approval must be in writing and have the written approval of all signatories of this agreement

HIPAA-SRS is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). SRS has determined that Protected Health Information (PHI) will not be used or disclosed in the course of fulfilling this contract.

Form DA146a, State of Kansas Department of Administration, Contractual Provisions Attachment, is attached and becomes a part of this agreement.

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

KANSAS DEPARTMENT OF SOCIAL
AND REHABILITATION SERVICES

Don Jordan, Secretary

Date

WICHITA TRANSIT

Michael Vinson, Director

Date

CITY COUNCIL, WICHITA, KANSAS

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk
City of Wichita

Approved as to form:

Gary Rebenstorf, Dept. of Law
City of Wichita

Agenda Item No. XII-32

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Architectural Services Contract for Greenway Manor (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the architectural contract with Spangenberg Phillips Architecture for the modernization of Greenway Manor in an amount not to exceed $26,000 and authorize the necessary signatures.

Background: The City of Wichita Housing Authority (WHA) owns the Greenway Manor apartment complex located at 315 Riverview. The complex opened for occupancy in 1975 and is designated for low to moderate-income elderly and near-elderly persons (age 50 and over). Greenway Manor is a seven-story building which borders downtown Wichita. The first floor of the building includes the former Section 8 Program office, resident cafeteria, two lounge areas and restrooms. The complex has 86 rental apartments which are subsidized by the U. S. Department of Housing and Urban Development (HUD).

The WHA is annually reviewed by HUD for program compliance and related assessments. One of the review criteria is an evaluation of the appearance and market appeal of public housing properties.

The last exterior renovation to Greenway Manor was completed in 1992. Consequently both the exterior and portions of the common areas inside the building are in need of upgrades.

Analysis: The U.S. Department of Housing and Urban Development has recommended that the WHA retain an architectural firm to design and provide oversight of the following renovations: exterior painting; renovation of the former Section 8 office space on the first floor, renovation of the air conditioning systems, updating the rest rooms to be ADA accessible, replacing cast iron drain lines, restoring walls damaged by water leaks, sealing the second floor to eliminate water leaks into the first floor office area and reducing the size of the windows on the first floor and replacing the single-pane glass with energy saving windows.

In addition to these major improvements to Greenway Manor, repairs will be made to a 30-foot section of a walkway at McLean Manor, a second Housing Authority facility located at 2627 W. 9th Street.

A request for proposals (RFP No. – FP930055) was published on July 22, 2009, with six firms submitting proposals by the specified deadline. The Staff Screening and Selection Committee (SSSC) met on August 2, 2009 and identified three firms to be invited to interview for the final selection. Firms interviewed on August 9, 2009 were Spangenberg Phillips Architecture, Law Kingdon Architecture and Randal Steiner Architect. Based on price, previous experience and understanding of project objectives, Spangenberg Phillips Architecture was ranked as the first choice by the SSSC.

In addition to the design and oversight of the project, the architect will provide plans and renderings to the City Design Council for approval.

Financial Considerations: The Greenway Manor rehabilitation project is a part of the WHA's approved Five-Year Capital Fund Grant action plan. Currently, $250,000 is budgeted for the project. The cost of the architecture contract is an allowable expense from the Capital Fund Program for fees and costs. No local tax funds will be required for this contract and project.

Goal Impact: The modernization of Greenway Manor contributes to the City Goal of supporting a vibrant Core Area and Neighborhood.

Legal Considerations: The contract has been approved as to form by the City of Wichita Law Department.

Recommendation/Actions: It is recommended that the City Council approve the architectural contract with Spangenberg Phillips Architecture for the modernization of Greenway Manor in an amount not to exceed $26,000 and authorize the necessary signatures.

Attachment: Contract with Spangenberg Phillips Architecture.

CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT, Made and entered into this 13th day of October, 2009,

BY AND BETWEEN: THE CITY OF WICHITA, KANSAS, A Municipal Corporation, hereinafter referred to as "**OWNER**"

AND SPANGENBERG PHILLIPS, LLC dba SPANGENBERG PHILLIPS ARCHITECTURE, hereinafter referred to as "**ARCHITECT**"

WHEREAS, The CITY is authorized by law to employ consulting architects and engineers to assist in the plans, supplemental specifications (if required) and the estimates of costs of work for the PROJECT; and

WHEREAS, the **OWNER** desires to have plans and specifications prepared for interior and exterior modifications at Greenway Manor and McLean Manor, hereinafter referred to as the "PROJECT"; and

WHEREAS, **ARCHITECT** wishes to provide professional services to the **OWNER** to do such evaluation, preparation of plans and specifications, and related services therefore:

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. PURPOSE:

The **OWNER** employs the **ARCHITECT** and he agrees to perform all necessary professional services hereinafter set forth in connection with the "PROJECT" of the City of Wichita.

II. BASIC SERVICES:

The **ARCHITECT** shall render all architectural services necessary as set out in **EXHIBIT "A"** a copy of which is attached hereto and which is incorporated herein by reference.

III. THE ARCHITECT AGREES

A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").

B. To attend meetings with the **OWNER** and other local, State and Federal agencies as necessitated by the SCOPE OF SERVICES (Exhibit “A”).

C. To make available during regular office hours, all calculations, sketches and drawings such as the **OWNER** may wish to examine periodically during performance of this Agreement.

D. To save and hold **OWNER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **ARCHITECT**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **ARCHITECT** and, where relevant to method of payment, to make such material available to the **OWNER**.

F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the **OWNER'S** Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (Exhibit “A”).

H. To complete the services to be performed by **ARCHITECT** within the time allotted for the PROJECT in accordance with Paragraph VI, Time of Completion; EXCEPT that the **ARCHITECT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER** or other agencies, or for other unavoidable delays beyond the control of the **ARCHITECT**.

I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **ARCHITECT** under this Agreement. **ARCHITECT** further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by **ARCHITECT**, its agents, employees and subcontractors, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. **ARCHITECT** shall procure and maintain such insurance as will protect the **ARCHITECT** from damages resulting from the negligent acts of the **ARCHITECT**, its officers, and employees in the performance of the professional

services rendered under this Agreement. Such policy of insurance shall be in an amount not less than $500,000.00. Further, a comprehensive general liability policy shall be procured and maintained by the **ARCHITECT** that shall be written in a comprehensive form and shall protect A**RCHITECT** against all claims arising from injuries to persons (other than **ARCHITECT'S** employees) or damage to property of the **OWNER** or others arising out of any negligent act or omission of **ARCHITECT**, its agents, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the **OWNER** before the time **ARCHITECT** starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the **OWNER** shall be given thirty (30) days written notice by the insurance company before such policy is canceled.

K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **ARCHITECT** agrees to advise the **OWNER**, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The **ARCHITECT** shall also advise the **OWNER** of any changes in the person designated Project Manager. Written notification shall be provided to the **OWNER** for any changes exceeding one week in length of time.

   The designated Project Manager SHALL coordinate ALL aspects of this Project through the **OWNER'S** Project Manager. Any requests from any other staff agency, which would affect the **ARCHITECTS** time or expense relative to this Project, **MUST** be approved by the **OWNER'S** Project Manager.

IV. THE OWNER AGREES:

A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **ARCHITECT**. Confidential material so furnished will be kept confidential by the **ARCHITECT**.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the **ARCHITECT**, except as specified in EXHIBIT “A”.

C. To pay the **ARCHITECT** for his services in accordance with the requirements of this Agreement.

D. To provide the right-of-entry for **ARCHITECT'S** personnel in performing field surveys and observations.

E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **OWNER** agrees to advise, the **ARCHITECT**, in writing, of the person designated as Project Manager with the

issuance of the notice to proceed on the work required by this Agreement. The **OWNER** shall also advise the **ARCHITECT** of any changes in the person designated Project Manager. Written notification shall be provided to the **ARCHITECT** for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ARCHITECT** in a timely fashion.

G. To save and hold **ARCHITECT** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or cause by errors, omissions, or negligent acts of **OWNER**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

V. PAYMENT PROVISIONS:

The **OWNER** agrees to pay the **ARCHITECT** for services rendered under this Agreement and as specifically detailed in **EXHIBIT "A"**, a total fee established as follows:

A. For the complete architectural, graphic design, interior design, and mechanical/electrical engineering services, construction administration and other related items including those items identified in SCOPE OF SERVICES, EXHIBIT “A” a single stipulated lump sum not-to-exceed fee of Twenty six thousand dollars ($26,000.00) which shall constitute complete compensation for the services. Any reimbursable expenses must be approved by **OWNER**.

B. Payments are payable to the **ARCHITECT** within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the **ARCHITECT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this agreement. Continued performance and/or completion of work by the **ARCHITECT** under this agreement are contingent upon payment of fees by the **OWNER**. The **OWNER** shall reimburse the **ARCHITECT** for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.

C. When requested by the **OWNER,** the **ARCHITECT** will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. **ARCHITECT** or witness for the **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this Agreement.

3. Construction staking, material testing, observation and administration

related to the PROJECT.

4. A major change in the SCOPE OF SERVICES for the PROJECT.

D. If additional work should be necessary, the **ARCHITECT** will be given written notice by the **OWNER** along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except based on a Supplemental Agreement duly entered into by the parties.

E. If services are rendered by the **ARCHITECT** for the PROJECT(s) or portions of the PROJECT(s), but the **OWNER** elects to cancel the PROJECT(s) or portions thereof the **ARCHITECT** shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completed.

F. This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

VI. TIME OF COMPLETION:

The **ARCHITECT** agrees to complete all Planning Phases of this PROJECT as follows:

A. For the Schematic Design, Design Development and Construction Document phases sixty (60) working days from the date of approval of the Contract pending availability of **OWNER** and staff.

B. The **OWNER** agrees to cooperate with the **ARCHITECT** in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the **OWNER** agrees to furnish promptly to the **ARCHITECT** upon written request any approvals and instructions required to be given by the **OWNER** to the **ARCHITECT** under the terms of the Contract.

VII. REVISIONS OF PLANS:

Unless the **OWNER** officially in written form has authorized an increase in funds established for the construction estimates of cost, the **ARCHITECT** agrees to make any such revisions in plans and specifications as are necessary and as are satisfactory to the **OWNER**, to bring the PROJECT within the approved estimated cost, such revisions to be made at his own expense without cost to the **OWNER**, whether or not said plans and specifications have theretofore been approved by the **OWNER**; PROVIDED, that if said plans and specifications have been approved by the **OWNER**, should the **OWNER** desire any material changes in the type of construction or other changes not necessary to be made for the purpose of bringing the cost of the PROJECT within the estimate, the **OWNER** shall pay the **ARCHITECT** the cost of making such revisions.

VIII. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the **OWNER** to terminate this Agreement, upon fourteen days prior written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the **ARCHITECT'S** inability to proceed with the work, or because the services of the **ARCHITECT** are unsatisfactory; PROVIDED, however, that in any case the **ARCHITECT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, in no case shall payment be more than the **ARCHITECT'S** actual costs plus a fee for profit based upon a fixed percentage of the **ARCHITECT'S** actual costs. The **ARCHITECT** may terminate this Agreement upon giving the OWNER 30 days prior written notice for breach by the OWNER of any material term, including but not limited to payment terms.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the **OWNER** upon completion or termination of the **ARCHITECT'S** services and payment in full of monies due the **ARCHITECT**, in accordance with this Agreement. The **OWNER** shall not re-use or make any modification of the plans and specifications without the prior written authorization of the **ARCHITECT**. The **OWNER** agrees to hold the **ARCHITECT** harmless from all claims, liability or cost, including reasonable attorney fees and defense costs, which arise out of such further use without the participation of the **ARCHITECT**.

C. That the services to be performed by the **ARCHITECT** under the terms of this Agreement are personal and cannot be assigned sublet or transferred without specific consent of the **OWNER**. The **OWNER** shall not assign or transfer rights or interest in this Agreement without specific consent of the **ARCHITECT**.

D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the **OWNER**, provided, however, that the **ARCHITECT** shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the **OWNER'S** review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the **ARCHITECT** under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.

G. The rights and remedies of the **OWNER** and the **ARCHITECT** provided for under this Agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this Contract, that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

I. Unless otherwise stipulated in this Agreement, all subcontractors retained to assist **ARCHITECT** in performing his duties will be paid by the **ARCHITECT**.

J. The **ARCHITECT** agrees to employ mechanical and electrical engineers, if necessary, as determined by the **ARCHITECT** and **OWNER** jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses.

K. Special Consultants or Subcontractors are those who provide services other than those provided by the **ARCHITECT**. If it is requested that any Special Consultants or Subcontractors be retained on the **OWNER'S** behalf, their charges will be paid separately and directly by the **OWNER**. Invoicing and payment shall be arranged separately between the **OWNER** and the Special Consultants or Subcontractors.

L. If a firm or firms are separately engaged by the **OWNER** to work under the general direction of the **ARCHITECT**, the **ARCHITEC**T shall have no responsibility or technical sufficiency of the services of such separately engaged firms.

M. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be governed by the laws of the State of Kansas.

N. Unless otherwise provided in this Agreement, the **ARCHITECT** and employees, or subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

_____
Karen Sublett
City Clerk

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

SPANGENBERG PHILLIPS, LLC dba
SPANGENBERG PHILLIPS
ARCHITECTURE

by_____

EXHIBIT A

Scope of Services
Exterior and Interior Modifications of
Greenway Manor and McLean Manor Walkway

Architectural design services:

Planning and design of all work as outlined in the scope of services, including compliance with the City Design Council;
Schematic documents;
Structural drawings, including Energy Star rated glass;
Mechanical drawings;
Electrical drawings including Energy Star rated fixtures;
Office HVAC reconfiguration, including Energy Star rated equipment, if replacement needed;
Painting, caulking, sealing and weather proofing;
Site improvement, if needed;
ADA drawings of office area restrooms, detailing all fixtures and doors; and
Project cost estimating.

Construction phase services:

Construction documents and specifications that include Davis Bacon wage rates and applicable documentation required by the U. S. Department of Housing and Urban Development;
Pre-bid conference;
Pre-construction conference;
Conferences related to design and construction;
Weekly site visits to monitor progress, quality and job safety;
Review all requests for payments;
Timely decisions concerning construction documents and specifications;
Provide “as built” and “shop” drawings as necessary with seal;
Approve any change orders to specified work and request for cost increases;
Provide construction “time line” to contractor and owner;
Provide contractor and owner with “punch lists” of deficient and unacceptable work; and
Accompany City representatives for final inspection of project and worksite.

Any scope of services not specified herein, but included in the Request for Proposal FP930055 shall be included in this Scope of Services, with the exclusion of the design and construction of a safe room at Greenway Manor.

EXHIBIT B

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

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or

in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Agenda Item No. XII-33

City of Wichita
City Council Meeting
October 13, 2009

TO: Mayor and City Council

SUBJECT: Salvation Army Emergency Shelter Grant Contract Extension

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract extension and authorize the necessary signatures.

Background: The City of Wichita received $125,779 in Emergency Shelter Grant funds for program year 2008-2009, and contracted with the Salvation Army for $6,311 to provide essential services from their emergency lodge.

Analysis: Due to staff turnover in the agency's finance offices, reimbursements were not requested prior to the expiration date of the contract. The agency has indicated a continued need for the funds and has requested a contract extension. The U.S. Department of Housing and Urban Development regulations allow Emergency Shelter Grant funds to be expended over a two-year period. The goals and performance measures will not change under this contract extension.

Financial Considerations: The amount of the contract extension will not exceed $6,311 which is available from the 2008-2009 Emergency Shelter Grant allocation.

Goal Impact: Services provided to the homeless under this contract impact the Economic Vitality and Affordable Living and Quality of Life goals.

Legal Considerations: The contract has been approved as to form by the City of Wichita Law Department.

Recommendation/Actions: It is recommended that the City Council approve the contract extension and authorize the necessary signatures.

Attachment: Contract extension document.

FIRST AMENDMENT TO THE
EMERGENCY SHELTER GRANT CONTRACT
BETWEEN THE CITY OF WICHITA
AND
THE SALVATION ARMY

THIS CONTRACT AMENDMENT is executed this 13th day of October, 2009 by and between the City of Wichita, Kansas Housing and Community Services Department (hereinafter called the City) and The Salvation Army (hereinafter called the Delegate Agency).

WITNESSETH THAT:

WHEREAS, on the 1st day of July, 2008 the above named entities were parties to a contract with the caption as above set out; and

WHEREAS, the above named parties now wish to modify and amend said contract for the purpose of extending the timeframe for execution of duties and reimbursement of eligible expenses;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1st day of July, 2008 are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

A. SECTION 2. TIME OF PERFORMANCE., is herby amended to read as follows:

The services of the Delegate Agency shall be undertaken and completed in such sequence as to assure an expeditious completion in light of the purposes of this contract through a period of six (6) months ending no later than December 31, 2009.

Delegate Agency – The Salvation Army
James Hoskin, Secretary

Date

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett
City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney

Date

Second Reading Ordinances for October 13, 2009 (first read on September 22, 2009)

ZON2009-00014 Request city zone change from LC Limited Commercial and GO General Office to SF-5 Single-Family Residential; generally located approximately 750 feet south of 21 Street North and 400 feet west of Greenwich Road. (District II)

ORDINANCE NO. 48-433

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.

Acquisition by Eminent Domain of Easements for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)

ORDINANCE NO.48-434

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project in the City of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the District Court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.