FINAL

CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. May 5, 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 April 28, 2009

AWARDS AND PROCLAMATIONS

-- Proclamations:

Arson Awareness Week
Motorcycle Awareness Month
National Nurses Week
Wichita River Festival Celebration
Public Service Recognition Week

-- Award:

SBA Awards (Small Business Administration)

-- Service Awards:

Jerry Blain
John Singleton

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. Jason Dilts-Establish a Midwestern Arts Bridge.

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Repair or Removal of Dangerous and Unsafe Structures - 1817 North Spruce. (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 maintained secure as of May 5, 2009 and is kept secured during renovation; and (2) the premise is kept clean and free of debris as of May 5, 2009, and is so maintained during renovation.

2. Repair or Removal of Dangerous and Unsafe 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) Taxes and specials are paid as of May 5, 2009, (2) the structure is maintained secure as of May 5, 2009 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of May 5, 2009, and is so maintained during renovation.

III. NEW COUNCIL BUSINESS

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

1. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and III)

Property Address	Council District
1054 North Green	I
1248 North Minnesota	I
1716 North Poplar	I
1722 North Poplar	I
1745 North Chautauqua	I
1942 South Washington	III

   RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date, as of May 5, 2009; (2) the structures have been secured as of May 5, 2009 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of May 5, 2009, and will be so maintained during renovation.

2. Funding for Downtown Revitalization Master Plan.

RECOMMENDED ACTION: Authorize funding from the Stabilization Reserve Fund in the amount of $175,000 and $50,000 from Federal Transit Administration planning dollars for the Downtown Revitalization Master Plan and authorize the initiation of a Request for Proposals for the plan contingent upon the commitment of funding from other public and private organizations.

3. Petition for Asbestos and Lead Based Paint Mitigation-Wichita High Apartments. (District VI)

RECOMMENDED ACTION: Close the public hearing; find and declare upon request of the Mayor that a public emergency exists requiring the final passage of the ordinance on the date of its introduction; and adopt maximum assessment ordinance for the Wichita High apartment building asbestos and lead paint abatement; and authorize the publication of the ordinance.

4. Petition to Renovate Building Façade in the Core Area. (District VI)

RECOMMENDED ACTION: Close the public hearing; find and declare upon request of the Mayor that a public emergency exists requiring the final passage of the ordinance on the date of its introduction; and adopt the maximum assessment ordinance for the Wichita High apartment building façade improvements and authorize the publication of the ordinance.

5. Approval of Sublease, Pawnee Industrial, LLC. (District IV)

RECOMMENDED ACTION: Approve the sublease between Pawnee Industrial, LLC and Associated Materials, LLC.

6. Petition to pave Franklin, from Arapaho to approximately 125' east of Gilda. (District V)

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

7. Petition to construct a Sanitary Sewer for area north of 33rd Street North, west of Jeanette. (District VI)

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

8. Century II Interior Decorating Contract. (District I)

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

9. Plan to end Chronic Homelessness - Implementation Update.

   RECOMMENDED ACTION: Receive and file the Oversight Committee report.

10. Resolution authorizing American Recovery and Reinvestment Act (ARRA) Economic Stimulus Funding Grant from the Federal Transportation Administration (FTA).

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

11. Wholesale Non-Potable Water Contract with the City of Bentley.

    RECOMMENDED ACTION: Approve the amended non-potable wholesale water Contract by and between Wichita and Bentley and authorize the necessary signatures.

12. Water Schedule of Rates and Charges Ordinance - Amended Ordinance.

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

13. 21st Street Corridor Improvement, from Waco to Broadway. (District VI)

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

14. COPS Hiring Recovery Program Grant Application.

    RECOMMENDED ACTION: Ratify the Cops Hiring Recovery Grant Application.

15. Justice Assistance Grant (JAG).

    RECOMMENDED ACTION: Approve the Memorandum of Understanding and authorize the appropriate signatures.

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. PUD2008-08 - Create PUD #29 Moussavi Office Park Planned Unit Development, generally located north of Harry, between Rock and Webb, east of Longford Drive. (District II)

   RECOMMENDED ACTION: Send the revised PUD request back to the DAB and MAPC for the public hearing process.

V. CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

Allan Murdock, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport 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. *Administration Building Rehabilitation - Budget Adjustment - Mid-Continent Airport.

   RECOMMENDED ACTION: Approve the budget adjustment.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 14A)

1. Report of Board of Bids and Contracts dated May 4, 2009.

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

2. Preliminary Estimates: (See Attached)

   RECOMMENDED ACTION: Receive and file.

3. Consideration of Street Closures/Uses.
   a. 37th Street North, Maize to Tyler. (District V)
   b. Community Event: Indian Motorcycle of Wichita Grand Opening. (District V)
   c. Community Events: 2009 Special Olympics Summer Games Fireworks. (District I)

   RECOMMENDED ACTION: Approve street closure.

4. Agreements/Contract:
   a. Aquifer Storage and Recovery, Phase II - Raw Water Pipeline Final Design Supplemental Agreement.

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

5. Change Order:
   a. Westside Athletic Field Parking Lot. (District IV)

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

6. Property Acquisitions:
   a. Partial Acquisition of 11202 East Osie for the Greenwich: Harry to Kellogg Improvement Project. (District II)
   b. Acquisition of a Portion of 3301 West Murdock for the 9th Street Drainage Outfall Project. (District VI)

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

7. Minutes of Advisory Boards/Commissions

   Arts Council, March 12, 2009
   Board of Electrical Appeals, March 10, 2009
   Wichita Public Library, March 17, 2009

   RECOMMENDED ACTION: Receive and file.

8. Acquisition by Eminent Domain of Tracts Required for the I-135/47th Street South Interchange Project. (District III)

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

9. HOME Program Additional CHDO Set-Aside Funding. (District I)

   RECOMMENDED ACTION: Approve the amendment to the consolidated plan, the amendment to the funding agreement, and authorize the necessary signatures.

10. Housing First Contract Amendment.

    RECOMMENDED ACTION: Approve the contract amendment.

11. Pipe cleaning services for Gilbert and Mosley Remediation System. (District III)

    RECOMMENDED ACTION: Approve the contract with Mayer Specialty Services, LLC and authorize the necessary signatures.

12. Resolution authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transportation Administration (FTA).

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

13. Payment of Judgment.

    RECOMMENDED ACTION: Authorize an additional $124,511.91 towards the full payment of $192,000.00 in settlement of all claims in Case No. 01-1226-JTM, payable to American Liberties Institute, Inc.

14. Second Reading Ordinances: (First Read April 28, 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
May 5, 2009

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
1817 N. Spruce (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 February 2, 2009, a report was submitted with respect to the dangerous and unsafe conditions on the property at 1817 N. Spruce. 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 April 7, 2009.

On April 7, 2009, the owner of this property, Mr. Andrew Johnson, became ill, and the City Council deferred action on this property until early May.

Analysis: Staff inspected the property on April 17, 2009; no repairs had been made, but the property was secure. There was bulky waste, miscellaneous debris, bricks on south side and a vehicle in the rear yard.

The taxes are current and there are no special assessments.

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 has been informed of the date and time of the 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 maintained secure as of May 5, 2009 and is kept secured during renovation; and (2) the premise is kept clean and free of debris as of May 5, 2009, and is 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 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
May 5, 2009

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe 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 October 21, 2008, a report was submitted with respect to the dangerous and unsafe conditions on the property at 2001 East 21st Street North. 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 December 8, 2008.

On December 2, 2008, the property was represented by Mr. Joseph Weber, attorney for the owner. Mr. Weber informed City Council that his client, Ciena Capital, was attempting to obtain title to the property so they could remove the tanks, make repairs and sell the property. Mr. Weber indicated his client was very close to finalizing the foreclosure action, and had obtained a bid to tear down the building and clean the site. Mr. Weber requested an extension of 60 or 90 days to finalize foreclosure and/or sale. City Council deferred action against the building for 60 days.

On March 3, 2009, this property was again represented by Mr. Weber, attorney for Ciena Capital. Ciena Capital was foreclosing on the property, but has not yet taken title. Mr. Weber explained that the foreclosure action involves a Small Business Administration loan, and that the Small Business Administration must authorize any actions taken by Ciena Capital. Ciena Capital has conducted a Phase I environmental study of this site, and is currently working with an interested buyer for the property. Per Mr. Weber, Ciena Capital has committed to keep the property mowed and the premise clean and secured until the property can be sold or otherwise disposed. As of March 3, 2009, the property was mowed, clean and secure. Weber requested that action be deferred for at least sixty days to allow his client time to determine actions necessary to sell or dispose of this property. Council member Lavonta Williams moved to defer action for sixty days and the motion passed.

Analysis: Staff inspected the property on April 17, 2009; no repairs had been made, but the property was secure. The premises were clean and mowed.

The 2006 and 2007 taxes are delinquent in the amount of $32,414.76, which includes specials and interest. The 2008 taxes are due in the amount of $14,064.33, which includes specials and interest. There is a 2008 special assessment for weed cutting in the amount of $1,144.75 and a 2009 special assessment for lot cleanup and weed cutting in the amount of $2,064.61.

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 has been informed of the date and time of the 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) Taxes and specials are paid as of May 5, 2009, (2) the structure is maintained secure as of May 5, 2009 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of May 5, 2009, and is 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 resolution published once in the official city paper and advise the owners of these findings.

Attachments: None

Agenda Item No. III-1.

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures (District I and III)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On March 24, 2009, a report was submitted with respect to the dangerous and unsafe conditions on the properties listed below. The Council adopted a resolution providing for a public hearing to be held on the condemnation actions at 9:30 a.m. or as soon thereafter, on May 5, 2009.

Analysis: On February 2, 2009 the Board of Code Standards and Appeals (BCSA) held a hearing on the property listed as item a. On March 2, 2009, the BCSA held hearings on the five properties listed as items b through f.

Property Address	Council District
a. 1054 North Green	I
b. 1248 North Minnesota	I
c. 1716 North Poplar	I
d. 1722 North Poplar	I
e. 1745 North Chautauqua	I
f. 1942 South Washington	III

Detailed information/analysis concerning these properties 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 March 27, 2009 and April 3, 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 resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date, as of May 5, 2009; (2) the structures have been secured as of May 5, 2009 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of May 5, 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.

May 5, 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.
1054 N. Green	I	1 yr. 6 mos.	No	12/23/08	02/02/09	No	10/10	The structure is unsecure with an open crawl space and the unattached garage door is open.	Scattered trash, debris, tree limbs and brush. The garage is filled with trash and bulky waste.	The 2005, 2006 and 2007 taxes are delinquent in the amount of $854.40, which includes interest. The 2008 taxes are due in the amount of $1574.27, which includes specials and interest.	There is a 2008 special assessment for lot cleanup in the amount of $1349.69, which includes interest and 2009 special assessment for weed cutting and board-up in the amount of $323.63, which includes interest.
1248 N. Minnesota	I	1 yr. 6 mos.	No	01/05/09	02/02/09	No	10/10	Secure	Some scattered trash and debris.	The 2007 taxes are delinquent in the amount of $151.84, which includes interest and the 2008 taxes are due in the amount of $167.83.	None
1716 N. Poplar	I	1 yr. 9 mos.	No	01/05/09	03/02/09	No	10/10	Secure	Tall grass and tree waste.	The 2006 and 2007 taxes are delinquent in the amount of $223.85, which includes interest and the 2008 taxes are due in the amount of $108.49.	None

May 5, 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.
1722 N. Poplar	I	5 yrs. 2 mos.	No	01/05/09	03/02/09	No	10/10	Secure	Bulky waste, furniture, tall grass, tree waste, trash and scattered debris.	The 2006 and 2007 taxes are delinquent in the amount of $406.98, which includes interest and the 2008 taxes are due in the amount of $240.44.	None
1745 N. Chautauqua	I	1 yr. 1 mo.	No	01/05/09	03/02/09	No	10/10	There is an open window on the north and south side of the property.	Bulky waste, mattresses and scattered debris.	The 2005, 2006 and 2007 taxes are delinquent in the amount of $709.56, which includes interest. The 2008 taxes are due in the amount of $198.19.	There is a 2009 special assessment for lot cleanup in the amount of $778.62, which includes interest.
1942 S. Washington	III	3 yrs. 6 mos.	No	01/05/09	03/02/09	No	10/10	The garage is not secured.	Scattered trash and bulky waste.	The 2005, 2006 and 2007 taxes delinquent in the amount of $4749.20, which includes specials and interest. The 2008 taxes are due in the amount of $574.37, which includes specials.	There is a 2008 special assessment for board-up and weed cutting in the amount $288.96 and a 2009 special assessment for weed cutting in the amount of $124.45.

DATE: April 20, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1054 N. GREEN

LEGAL DESCRIPTION: LOTS 43 AND 45, BLOCK 3, ESTERBROOK PARK ADDITION, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 27 x 29 feet in size. Vacant and open, this structure has a shifting and cracking concrete foundation; cracked asbestos siding shingles; sagging and badly worn composition roof, with holes and missing shingles; rotted sill plate; and the 14 x 20 foot accessory structure is dilapidated at risk of collapsing.

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. The building has parts, which are so attached that they may fall and injure other property or the public.

E. 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

DATE: April 20, 2009

BCSA GROUP # 1

ADDRESS: 1054 N. GREEN

ACTIVE FIELD FILE STARTED: October 10, 2007

NOTICE(S) ISSUED: Since October 10, 2007, a notice of improvement and several violation notices have been issued. Central Inspection has completed an emergency board-up on this property at a cost of $77.46 and it has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: May 28, 2008

TAX INFORMATION: The 2005, 2006 and 2007 taxes are delinquent in the amount of $854.40, which includes interest. The 2008 taxes are due in the amount of $1574.27, which includes specials and interest.

COST ASSESSMENTS/DATES: There is a 2008 special assessment for lot cleanup in the amount of $1349.69, which includes interest and 2009 special assessment for weed cutting and board-up in the amount of $323.63, which includes interest.

PREMISE CONDITIONS: Scattered trash, debris, tree limbs and brush. The garage is filled with trash and bulky waste.

VACANT NEGLECTED BUILDING REPORT: Pending case

NUISANCE ABATEMENT REPORT: Weed mowing case on July 2, 2008 in the amount of $114.99 and September 17, 2008 in the amount of $120.24.

POLICE REPORT: From March 12, 1991 through November 26, 2007 there have been twenty-two reported police incidents at this location including attempt to locate person, aggravated battery drive-by firearms, other destruction of property, weapons other, unlawful sale marijuana, unlawful possession of marijuana, disorderly conduct other, suspicious character other, draw deadly weapon, other traffic violation impounded auto, lost miscellaneous property, (3) burglary residence force day, (2) dead bodies found no witness, (2) batteries, (2) larceny b all other and (2) miscellaneous reports.

FORMAL CONDEMNATION ACTION INITIATED: December 23, 2008

RECENT DEVELOPMENTS: No repairs have been made. The structure is unsecure with an open crawl space and the unattached garage door is open.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the February 2, 2009 BCSA hearing no one was present on behalf of this property.

Board Member Youle made a motion to send the property to the City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to complete demolition. Board Member Coonrod seconded the motion. Unanimously, the motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: April 20, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1248 N. MINNESOTA

LEGAL DESCRIPTION: LOTS 187 AND 188, ROSENTHAL'S 2ND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24 x 34 feet in size. Vacant for at least 1 year, this structure has a shifting and cracking concrete block foundation; missing asbestos siding shingles; badly worn composition roof, with missing shingles; cracked concrete front and rear 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 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

DATE: April 20, 2009

BCSA GROUP # 2

ADDRESS: 1248 N. MINNESOTA

ACTIVE FIELD FILE STARTED: July 9, 2007

NOTICE(S) ISSUED: Since July 9, 2007, a notice of improvement and numerous violation notices have been issued. There is an active Neighborhood Nuisance Enforcement case on this property and it has been the subject of Neighborhood Court. In January 2009, OCI staff met with new owner Mr. Andre Means.

PRE-CONDEMNATION LETTER: May 21, 2008

TAX INFORMATION: The 2007 taxes are delinquent in the amount of $151.84, which includes interest and the 2008 taxes are due in the amount of $167.83.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Some scattered trash and debris.

VACANT NEGLECTED BUILDING REPORT: Active case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From August 14, 1991 through October 12, 1995 there have been six reported police incidents at this location including (2) miscellaneous report, burglary residence, other miscellaneous offenses, battery and burglary residence force day.

FORMAL CONDEMNATION ACTION INITIATED: January 5, 2009

RECENT DEVELOPMENTS: Some repairs started on foundation. No progress on any other violations. It is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the March 2, 2009 BCSA hearing there was no one in attendance to represent this property.

Board Member Coonrod made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to complete demolition. Board Member Hentzen seconded the motion. The motion passed unanimously.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: April 20, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1716 N. POPLAR

LEGAL DESCRIPTION: LOTS 32 AND 34, ON POPLAR STREET, IN WALTER MORRIS AND SON'S FOURTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 19 x 50 feet in size. Vacant for at least 3 years, this structure has cracking concrete block basement walls; and the vinyl siding is broken with missing pieces.

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

DATE: April 20, 2009

BCSA GROUP # 2

ADDRESS: 1716 N. POPLAR

ACTIVE FIELD FILE STARTED: July 15, 1991

NOTICE(S) ISSUED: Since July 15, 1991, a notice of improvement and numerous violation notices have been issued. In 1994, repairs progressed slowly. In January 1996, some repairs progressed resulting in three violations being cleared. In 2002, one violation was cleared. In 2004, OCI was notified of a possible new owner. In December 2006, a Vacant Neglected Building plan of intent was submitted. In July 2007, OCI Superintendant authorized an extension on the plan of intent and deferred penalty fees. It should be noted that the owner has not followed through with the plan of intent. There have been several Uniform Criminal Complaints issued regarding this property and it has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: January 18, 2008

TAX INFORMATION: The 2006 and 2007 taxes are delinquent in the amount of $223.85, which includes interest and the 2008 taxes are due in the amount of $108.49.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Tall grass and tree waste

VACANT NEGLECTED BUILDING REPORT: Pending case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From March 18, 1994 through August 24, 2008 there have been six reported police incidents at this location including lost miscellaneous property, motor vehicle parked, (2) batteries, miscellaneous officers and other miscellaneous offenses.

FORMAL CONDEMNATION ACTION INITIATED: January 5, 2009

RECENT DEVELOPMENTS: No repairs have been made and it is secure.

OWNER'S PAST CDM HISTORY: This owner currently has two properties in condemnation.

BOARD OF C.S.&A. RECOMMENDATION: At the March 2, 2009 BCSA hearing no one was present to represent this property.

Vice ChairmanYoule made a motion to send the property before the City Council, recommending condemnation, with ten days to start the wrecking and ten days to finished the demolition. Board Member Hentzen seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: April 20, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1722 N. POPLAR

LEGAL DESCRIPTION: LOTS 28 AND 30, ON POPLAR STREET, IN WALTER MORRIS AND SON'S FOURTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24 x 28 feet in size. Vacant for at least 4 years, this structure is boarded; has a cracking concrete block foundation; broken and missing asbestos siding shingles; deteriorating front and rear porches; wood trim and framing members are rotted and the 20 x 24 foot accessory structure is deteriorated.

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

DATE: April 20, 2009

BCSA GROUP # 2

ADDRESS: 1722 N. POPLAR

ACTIVE FIELD FILE STARTED: February 29, 2004

NOTICE(S) ISSUED: Since February 29, 2004, a notice of improvement and numerous violation notices have been issued. In December 2006, a Vacant Neglected Building plan of intent was submitted. In July 2007, OCI Superintendant authorized an extension on the plan of intent and deferred penalty fees. It should be noted that the owner has not followed through with the plan of intent.

PRE-CONDEMNATION LETTER: January 18, 2008

TAX INFORMATION: The 2006 and 2007 taxes are delinquent in the amount of $406.98, which includes interest and the 2008 taxes are due in the amount of $240.44.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Bulky waste, furniture, tall grass, tree waste, trash and scattered debris.

VACANT NEGLECTED BUILDING REPORT: Pending case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From August 22, 1992 through March 25, 2000 there have been three reported police incidents at this location including found miscellaneous property, other traffic violation impounded auto and dead bodies found no witness.

FORMAL CONDEMNATION ACTION INITIATED: January 5, 2009

RECENT DEVELOPMENTS: No repairs have been made and it is secure.

OWNER'S PAST CDM HISTORY: This owner currently has two properties in condemnation.

BOARD OF C.S.&A. RECOMMENDATION: At the March 2, 2009 BCSA hearing there was no representative for this property in attendance.

Board Member Hartwell made a motion to send the property before the City Council with a recommendation of condemnation, with ten days to initiate demolition and ten days to complete the removal of the structure. Board Member Hentzen seconded the motion. The motion carried without opposition.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: April 20, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1745 N. CHAUTAUQUA

LEGAL DESCRIPTION: LOTS 83 AND 85, ON MT. OLIVER NOW CHAUTAUQUA AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 33 x 38 feet in size. Vacant and open, this structure has a badly shifting and cracking block foudation; rotted and missing wood siding; badly worn composition roof; deteriorating rear porch; rotted and missing window trim; and the 6 x 8 foot metal accessory structure is dilapidated, with damaged siding and a partially collapsed roof.

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. The building has parts which are so attached that they may fall and injure other property or the public.

E. 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

DATE: April 20, 2009

BCSA GROUP # 2

ADDRESS: 1745 N. CHAUTAUQUA

ACTIVE FIELD FILE STARTED: March 10, 2008

NOTICE(S) ISSUED: Since March 10, 2008, a notice of improvement and violation notices have been issued. In September 2008, OCI staff was contacted by Pat Reed step daughter of owner Lonnie Simmons. She informed staff that both her step-father and his wife were deceased. She informed staff that she did not have the finances to make repairs or go through probate court.

PRE-CONDEMNATION LETTER: November 19, 2008

TAX INFORMATION: The 2005, 2006 and 2007 taxes are delinquent in the amount of $709.56, which includes interest. The 2008 taxes are due in the amount of $198.19.

COST ASSESSMENTS/DATES: There is a 2009 special assessment for lot cleanup in the amount of $778.62, which includes interest.

PREMISE CONDITIONS: Bulky waste, mattresses and scattered debris.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: Lot cleanup on January 5, 2009 in the amount of $677.55.

POLICE REPORT: From October 1, 1990 through June 13, 2005 there have been eleven reported police incidents at this location including suicide attempt other, auto theft not recovered, larceny b bike, public accident falls, miscellaneous officers, (2) miscellaneous reports, (2) suspicious character other and (2) lost miscellaneous property.

FORMAL CONDEMNATION ACTION INITIATED: January 5, 2009

RECENT DEVELOPMENTS: No repairs have been made. There is an open window on the north and south side of the property.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the March 2, 2009 BCSA hearing no party attended as a representative of this property.

Board Member Coonrod made a motion to refer the property to the City Council, recommending condemnation, with ten days to begin razing the structure and ten days to

complete the wrecking. Board Member Hentzen seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: April 20, 2009

CDM SUMMARY

COUNCIL DISTRICT # 3

ADDRESS: 1942 S. WASHINGTON

LEGAL DESCRIPTION: LOT 178 AND 180, ON WASHINGTON AVENUE, FOREST PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 30 x 32 feet in size. Vacant for at least 3 years, this structure has a badly worn composition roof, with missing shingles; deteriorated 24 x 24 foot accessory structure; and the second 16 x 20 foot accessory structure is dilapidated and unsecure.

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

DATE: April 20, 2009

BCSA GROUP # 2

ADDRESS: 1942 S. WASHINGTON

ACTIVE FIELD FILE STARTED: October 21, 2005

NOTICE(S) ISSUED: Since October 21, 2005, a notice of improvement and numerous violation notices have been issued. In May 2007, a Uniform Criminal Complaint was issued regarding this property and it has been the subject of Neighborhood Court. In October 2007, Central Inspection staff completed an emergency board-up on this property in the amount of $163.53. On February 12, 2009, Pamela Sue Daniels (Whitmore) contacted OCI staff advising that she had filed bankruptcy through Federal Court on this property in November 2005. Upon research through Federal Bankruptcy Court the property was surrendered to Franklin Credit Management Corporation and the foreclosure case through Sedgwick County District Court was dismissed.

PRE-CONDEMNATION LETTER: September 9, 2008

TAX INFORMATION: The 2005, 2006 and 2007 taxes delinquent in the amount of $4749.20, which includes specials and interest. The 2008 taxes are due in the amount of $574.37, which includes specials.

COST ASSESSMENTS/DATES: There is a 2008 special assessment for board-up and weed cutting in the amount $288.96 and a 2009 special assessment for weed cutting in the amount of $124.45.

PREMISE CONDITIONS: Scattered trash and bulky waste.

VACANT NEGLECTED BUILDING REPORT: Pending

NUISANCE ABATEMENT REPORT: Weed mowing cases on December 8, 2006 in the amount of $111.64, June 21, 2007 in the amount of $114.99 and October 22, 2008 in the amount of $120.24. Lot cleanup case on March 26, 2006 in the amount of $1137.74.

POLICE REPORT: From September 14, 1990 through May 17, 2008 there have been twenty-six reported police incidents at this location including burglary residence force day, draw deadly weapon, dead bodies found no witness, disorderly conduct other, non injury accident under $1000, larceny b from auto, destruction to auto, runaway, aggravated battery domestic violence, resist obstruct arrest, other traffic violation impounded auto, identity theft, (3) miscellaneous report, (3) burglary residence, (3) larceny b all other, (3) batteries and (2) possession of firearm by a felon.

FORMAL CONDEMNATION ACTION INITIATED: January 5, 2009

RECENT DEVELOPMENTS: No repairs have been made and the garage is not secured.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the March 2, 2009 BCSA hearing there was no party present as a representative for this property.

Board Member Hartwell made a motion to send the property to the City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to complete the removal. Vice Chairman Youle seconded the motion. The motion was unanimously approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

Agenda Item No. III-2.

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council

SUBJECT: Funding for Downtown Revitalization Master Plan.

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendations: Approve the funding and authorize the Request for Proposal process contingent upon funding commitments from other public and private organizations.

Background: The revitalization of Wichita's downtown largely began with the development of the Old Town restaurant, residential and entertainment district, followed by River Corridor improvements, the WaterWalk development and other core area housing, retail and business projects. The most recent project is Intrust Arena, which is scheduled to open in January 2010. Significant street, parking, wayfinding, and transit projects are underway to support the opening of the new 16,000-seat arena.

Construction of the downtown arena has initiated community dialogue on further revitalization of downtown. Mayor Carl Brewer spearheaded a citizen engagement process, with support of Wichita Downtown Development Corporation (WDDC), Sedgwick County, private businesses and interested citizens. The community engagement process has provided input for a new downtown vision. There is a need to create a pedestrian friendly environment that connects Old Town to the new arena to WaterWalk and to the River Corridor. A more cohesive downtown would support additional housing, retail establishments, new businesses and various entertainment venues. It would enhance the quality of life for Wichita residents and visitors who represent people of all ages, ethnicities and cultures.

Analysis: In April of 2009, the Mayor enhanced the citizen engagement process by creating a Steering Council and three Advisory Teams. The Steering Council is comprised of members appointed by the City Council as well as the Co-chairs of the Advisory Teams. The teams were created to further engage residents on a community vision for the revitalization of downtown. Each team has provided momentum for the current initiatives to revitalize downtown and is seeking ways to build upon this momentum. Additionally, participants in the team meetings are being challenged to dream about what downtown could become in the not-so-distant future.

One result of the community meetings is a consensus on the need for a new downtown redevelopment plan. On April 23, 2009, the Wichita Downtown Development Corporation (WDDC) initiated a drive to raise at least $500,000 for a downtown redevelopment plan and committed $175,000 toward the plan.

City staff is requesting City Council support for the creation of a new downtown plan and a pledge of $175,000 in General Fund support and an additional $50,000 in Federal Transit Administration for this effort. Support will be requested from private businesses and other governments to complete the funding package. The plan will continue community dialogue on the development of a community vision for downtown and recommend action steps needed to fulfill this vision. It will be a comprehensive strategy

offering a blueprint for the future of the City's Core Area. The goal is to be strategic with public sector investment to help maximize private sector investment. The Wichita Metropolitan Planning Department will coordinate the Request for Proposal process and will engage representatives from WDDC, and other public and private sector partners.

Financial Considerations: Funding for the City's share of the downtown plan ($175,000) will be from the Stabilization Reserve Fund (established in 2009 from completed projects). An additional $50,000 will be requested from Federal Transit Administration funding available for planning activities. City funds, WDDC funds, and funding from other governments and the private sector will be needed to complete the funding package for this plan. The City will engage its funding partners and other stakeholders in the development and management of the downtown planning initiative.

Goal Impact: The creation of a master plan for downtown 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 and Quality of Life.

Legal Considerations: The City has the authority to utilize the Stabilization Reserve Fund and Federal Transit Administration dollars for the creation of planning documents. A contract for planning services will be returned to the City Council upon completion of the fundraising campaign and the issuance of a competitive Request for Proposals.

Recommendations/Actions: Authorize funding from the Stabilization Reserve Fund in the amount of $175,000 and $50,000 from Federal Transit Administration planning dollars for the Downtown Revitalization Master Plan and authorize the initiation of a Request for Proposals for the plan contingent upon the commitment of funding from other public and private organizations.

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council Members

SUBJECT: Petition for Asbestos and Lead Based Paint Mitigation – Wichita High Apartments (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Declare an emergency and approve the ordinance on first reading.

Background: In 1996 the City Council approved a program that provides special assessment funding to encourage owners of buildings in the Core Area to eliminate health hazards associated with asbestos and lead based paint. Representatives from Wichita High, LLC, owners of a building at 324 N. Emporia, submitted a petition to use special assessment financing for abatement of asbestos and lead paint in the building. On April 21, 2009 the City Council approved the petition, adopted the resolution, and established a public hearing for May 5, 2009 to formally consider the request.

Analysis: The costs for the asbestos and lead paint abatement are projected to be $78,052 (exclusive of financing costs). This project will utilize a slightly different process than normal special assessments. The protest period that normally comes at the end of a completed project (after there is a final statement of cost) will instead take place on the front end. For this reason, a maximum assessment amount is provided, which cannot be exceeded. Therefore, a 10% contingency is included in the estimated costs and an administrative charge for the City. A summary of the project follows:

The Wichita High Building was constructed in 1911 and served as Wichita's second high school. Most recently, the facility housed the Wichita Area Technical School. It is anticipated that the building will be added to the National Historical Register. After renovation, the building would provide 66 apartments, including two with ADA accessibility. It is a four story building with approximately 90,000 s.f. located at 324 N. Emporia. Owners are requesting the City's participation through tax rebates under the Neighborhood Revitalization Program, the facade improvement and the asbestos/lead paint removal special assessment programs, and historic preservation tax credits. The proposal assumes 15-year special assessment financing.

The asbestos and lead paint abatement project will require a separate special benefit district to be established. State law requires a formal public hearing to levy assessments for each special assessment benefit district.

Financial Considerations: The asbestos and lead paint abatement project budget for this building ($78,052, exclusive of financing costs) will be paid from the proceeds of special assessment bonds. These will be Taxable General Obligation Special Assessment Bonds, paid as to principal and interest with special assessments levied against the improved property and will be backed by the full faith and credit of the City of Wichita. Also included in the issue will be a financing costs including interest during construction and costs of issuance. The "not-to-exceed" amount for the maximum special assessment has been set in the attached ordinance at $85,000.

There are pending modifications to the Asbestos and Lead Paint Mitigation Program which will be considered by the City Council in the near future. Specifically, the modification requires the property owner to show, through a gap analysis, that the improvements would not be possible without special assessment financing, based on the owner's ability to raise private capital assuming a market-based return on investment (ROI). The developer for the Wichita High Project did submit a gap analysis and staff has concluded that under current conditions in the financial markets, this project would not be able to proceed at this time without using this Program.

Goal Impact: The goal for Economic Vitality and Affordable Living is advanced through the use of special assessment financing to partner with and leverage investment from developers to create commercial and residential economic value within the City. This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings.

Legal Considerations: State statutes provide the City Council authority to use special assessment funding for the project. A formal public hearing is required as part of the approval process. The petition was approved and the resolution was adopted (April 21, 2009) establishing the maximum amount for the special assessment district. The actual amount to be special assessed at the completion of construction may be less, but they may not exceed the amounts included in the petition, resolution and ordinance.

Ordinances allow a 31-day window for prepayment of the assessment from the date of adoption. In the event actual costs are less than the amounts assessed, rebates will be calculated and distributed to any property owner that has elected to prepay assessments at that time.

Representatives from Wichita High, LLC have requested the City exercise emergency adoption of the ordinance on first reading to allow construction to commence immediately. In as much as the petition submitted represents 100% of the property ownership, a challenge or protest of the Council's action is unlikely.

The authorizing ordinance and the Declaration of Emergency have been reviewed and approved as to form by the Law Department

Recommendation/Action: It is recommended that the City Council close the public hearing; find and declare upon request of the Mayor that a public emergency exists requiring the final passage of the ordinance on the date of its introduction; and adopt maximum assessment ordinance for the Wichita High apartment building asbestos and lead paint abatement and authorize the publication of the ordinance.

*Attachments: Maximum Assessment Ordinance
Request for Declarations of Emergency

ORDINANCE NO. 48-322

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 09-119 OF THE CITY (WICHITA HIGH BUILDING ASBESTOS AND LEAD-BASED PAINT MITIGATION IMPROVEMENT DISTRICT).

WHEREAS, pursuant to Resolution No. 09-119 of the City of Wichita, Kansas (the "City") adopted on April 21, 2009, the Governing Body has authorized the creation of an improvement district and the construction of the following improvements (the " Improvements"):

Asbestos and Lead-based Paint Mitigation at 324 N. Emporia.

WHEREAS, prior to commencement of construction of the Improvements, the City has determined the maximum amount of assessment against each lot, piece or parcel of land deemed to be benefited by the Improvements based on the approved estimate of cost of the Improvements and has held a public hearing on the proposed maximum special assessments to be levied against property in the improvement district for the cost of construction of the Improvements after providing notice of such hearing as required by K.S.A. 12-6a09; and

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

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq*., special assessments to pay the costs of the Improvements are hereby levied and assessed against the lots, pieces and parcels of land liable therefore as described on Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land; provided, however, that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth on Exhibit A, the Governing Body of the City shall adjust the assessments to reflect the cost of the completed Improvements. If any property owner elects to prepay the maximum assessment as provided in Section 2 and the final cost of the completed Improvements as determined by the Governing Body is less than the estimated cost of the Improvements used to determine the maximum assessments, the City Clerk shall mail a check to the then current owner of the property for the difference.

SECTION 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and the City Clerk shall notify the owners of the affected properties of the amounts of their assessments, that unless the assessments are paid by the Prepayment Date (as defined herein), bonds will be issued therefore and such assessments will be levied concurrently with general taxes and be payable in 15 annual installments. The "Prepayment Date" shall be June 5, 2009, unless the Prepayment Date is extended by a motion,

resolution or ordinance of the City, following which notice of the extended Prepayment Date shall be mailed to the owners of record of all property in the improvement district.

SECTION 3. The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of 15 years, all of the assessments which have not been paid by the Prepayment Date, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the state of Kansas; and such amounts shall be placed on the tax rolls and collected as other taxes are collected, the levy for each year being a portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on May 5, 2009.

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

Asbestos and Lead-based Paint Mitigation at 324 N. Emporia

Property Subject to Assessment	Proposed Maximum Assessment
LOTS 53-55-57-59-61-63-65 EMPORIA AVENUE, J.R. MEAD'S ADD	
Tax Key #B-00117	$85,000.00

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit,* May 5, 2009, of an ordinance entitled:

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 09-119 OF THE CITY (WICHITA HIGH BUILDING ASBESTOS AND LEAD-BASED PAINT MITIGATION IMPROVEMENT DISTRICT).

The general nature of such emergency is to enable the immediate commencement of facade improvements within the benefit district.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on May 5, 2009.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

Agenda Item No. III-4.

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council Members

SUBJECT: Petition to Renovate Building Facade in the Core Area (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Declare an emergency and approve the ordinance on first reading.

Background: Since 2001, the City has provided a Facade Improvement Program. It is available to properties in defined areas, including the City's core area. Representatives from Wichita High, LLC, owners of a building at 324 N. Emporia, submitted a petition to make exterior improvements to their building as part of a renovation project using the City's Facade Improvement Program. On April 21, 2009 the City Council approved the petition, adopted the resolution, and established a public hearing for May 5, 2009 to formally consider the request.

Analysis: The costs for the facade improvement are projected to be $698,967 (exclusive of financing costs). The table below itemizes the costs.

CONSTRUCTION & ARCHITECT	WICHITA HIGH, LLC OVERHEAD & PROJECT MANAGER	10% CONTINGENCY	PW ADMIN FEE (2%)	NET BOND PROCEEDS
$ 583,738	$ 39,227	$ 62,297	$ 13,705	$ 698,967

This project will utilize a slightly different process than normal special assessments. The protest period that normally comes at the end of a completed project (after there is a final statement of cost) will instead take place on the front end. For this reason, a maximum assessment amount is provided, which cannot be exceeded. Therefore, a 10% contingency is included in the estimated costs and an administrative charge for the City that is part of the Facade Improvement Program. A summary of the project follows:

The Wichita High Building was constructed in 1911 and served as Wichita's second high school. Most recently, the facility housed the Wichita Area Technical School. It is anticipated that the building will be added to the National Historical Register. After renovation, the building would provide 66 apartments, including two with ADA accessibility. It is a four story building with approximately 90,000 s.f. located at 324 N. Emporia. Owners are requesting the City's participation through tax rebates under the Neighborhood Revitalization Program, the facade improvement and the asbestos/lead paint removal special assessment programs, and historic preservation tax credits. Projected costs are $698,967 (increasing to $815,000 with estimated financing costs). The proposal assumes 15-year special assessment financing.

The building improvement project will require a separate special benefit district to be established. State law requires a formal public hearing to levy assessments for each special assessment benefit district.

Financial Considerations: The project budget for this building ($698,967, exclusive of financing costs) is to be paid by special assessments. These will be Taxable General Obligation Special Assessment Bonds, paid as to principal and interest with special assessments levied against the improved property and will be backed by the full faith and credit of the City of Wichita. Included in the issue will be a financing contingency reserve equivalent to one year's debt service to mitigate risk and ensure the maximum assessment is not exceeded. Interest rates have been cautiously assumed at 6.5% for permanent financing.

A "not to exceed" amount for the special assessment district was identified in the petition and resolution. The following table itemizes the estimated cost of the facade project with the estimated financing costs:

Total Net Bond Proceeds	Estimated Financing Costs	Total Principal
$ 698,967	$ 116,033	$ 815,000

There are pending modifications to the Façade Improvement Program which will be considered by the City Council in the near future. Specifically, the modification requires the property owner to show, through a gap analysis, that the improvements would not be possible without special assessment financing, based on the owner's ability to raise private capital assuming a market-based return on investment (ROI). The developer for the Wichita High Project did submit a gap analysis and staff has concluded that under current conditions in the financial markets, this project would not be able to proceed at this time without using this Program.

Goal Impact: The goal for Economic Vitality and Affordable Living is advanced through the use of special assessment financing to partner with and leverage investment from developers to create commercial and residential economic value within the City. This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings.

Legal Considerations: State statutes provide the City Council authority to use special assessment funding for the project. A formal public hearing is required as part of the approval process. The petition was approved and the resolution was adopted (April 21, 2009) establishing the maximum amount for the special assessment district. The actual amount to be special assessed at the completion of construction may be less, but they may not exceed the amounts included in the petition, resolution and ordinance.

Ordinances allow a 31-day window for prepayment of the assessment from the date of adoption. In the event actual costs are less than the amounts assessed, rebates will be calculated and distributed to any property owner that has elected to prepay assessments at that time.

Representatives from Wichita High, LLC have requested the City exercise emergency adoption of the ordinance on first reading to allow construction to commence immediately. In as much as the petition submitted represents 100% of the property ownership, a challenge or protest of the Council's action is unlikely.

The authorizing ordinance and the Declaration of Emergency have been reviewed and approved as to form by the Law Department

Recommendation/Action: It is recommended that the City Council close the public hearing; find and declare upon request of the Mayor that a public emergency exists requiring the final passage of the ordinance on the date of its introduction; and adopt the maximum assessment ordinance for the Wichita High apartment building facade improvements and authorize the publication of the ordinance.

*Attachments: Maximum Assessment Ordinance
Request for Declaration of Emergency

ORDINANCE NO. 48-323

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 09-118 OF THE CITY (WICHITA HIGH BUILDING FACADE IMPROVEMENT DISTRICT).

WHEREAS, pursuant to Resolution No. 09-118 of the City of Wichita, Kansas (the "City") adopted on April 21, 2009, the Governing Body has authorized the creation of an improvement district and the construction of the following improvements (the " Improvements"):

Facade Improvements at 324 N. Emporia abutting public ways, including St. Francis, Emporia, and 3rd Street.

WHEREAS, prior to commencement of construction of the Improvements, the City has determined the maximum amount of assessment against each lot, piece or parcel of land deemed to be benefited by the Improvements based on the approved estimate of cost of the Improvements and has held a public hearing on the proposed maximum special assessments to be levied against property in the improvement district for the cost of construction of the Improvements after providing notice of such hearing as required by K.S.A. 12-6a09; and

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

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq*., special assessments to pay the costs of the Improvements are hereby levied and assessed against the lots, pieces and parcels of land liable therefore as described on Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land; provided, however, that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth on Exhibit A, the Governing Body of the City shall adjust the assessments to reflect the cost of the completed Improvements. If any property owner elects to prepay the maximum assessment as provided in Section 2 and the final cost of the completed Improvements as determined by the Governing Body is less than the estimated cost of the Improvements used to determine the maximum assessments, the City Clerk shall mail a check to the then current owner of the property for the difference.

SECTION 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and the City Clerk shall notify the owners of the affected properties of the amounts of their assessments, that unless the assessments are paid by the Prepayment Date (as defined herein), bonds will be issued therefore and such assessments will be levied concurrently with general taxes and be payable in 15 annual installments. The

"Prepayment Date" shall be June 5, 2009, unless the Prepayment Date is extended by a motion, resolution or ordinance of the City, following which notice of the extended Prepayment Date shall be mailed to the owners of record of all property in the improvement district.

SECTION 3. The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of 15 years, all of the assessments which have not been paid by the Prepayment Date, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the state of Kansas; and such amounts shall be placed on the tax rolls and collected as other taxes are collected, the levy for each year being a portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on May 5, 2009.

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

Building Facade Improvement 324 N. Emporia

Property Subject to Assessment	**Proposed Maximum Assessment**
LOTS 53-55-57-59-61-63-65 EMPORIA AVENUE, J.R. MEAD'S ADD	
Tax Key #B-00117	$815,000.00

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit,* May 5, 2009, of an ordinance entitled:

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 09-118 OF THE CITY (WICHITA HIGH BUILDING FACADE IMPROVEMENT DISTRICT).

The general nature of such emergency is to enable the immediate commencement of facade improvements within the benefit district.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on May 5, 2009.

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

Agenda Item No. III-5.

City of Wichita
City Council Meeting
May 5, 2009

To: Mayor and City Council

Subject: Approval of Sublease (Pawnee Industrial, LLC) (District IV)

Initiated By: Office of Urban Development

Agenda: New Business

Recommendation: Approve the sublease.

Background: On December 9, 2008, City Council approved the issuance of Industrial Revenue Bonds (IRBs) for Pawnee Industrial, LLC in the amount not to exceed $4,500,000. The bonds were used to finance the construction of a speculative manufacturing and warehouse facility located at Pawnee and Custer in southwest Wichita. City Council also approved a 100% five-plus-five year real property tax abatement on bond-financed property. Pawnee Industrial, LLC plans to lease the facility to multiple users which will receive a pass-thru benefit of the tax abatement. Pawnee Industrial, LLC has committed to the addition of 35 new jobs over five years with a minimum average wage of $29,786 annually as a result of subleasing the project. As a condition of the bond documents, the City Council will approve the subleases as they are negotiated. Pawnee Industrial is requesting approval of a sublease at this time.

Analysis: Pawnee Industrial has negotiated a sublease with Associated Materials, LLC for 35,600 sf of the warehouse. Associated Materials is a national company headquartered in Akron, Ohio. Associated and its subsidiaries manufacture and distribute exterior building products such as windows, siding, fencing, and decking. They have a number of locations throughout the U.S. and the Wichita location will be a regional distributor and wholesaler of their products. Associated plans to add 7-10 jobs in Wichita over a five-year period. Associated has agreed to a five-year lease term with two additional two-year option periods.

The job creation commitment for Pawnee applies to all tenants cumulatively, therefore, Pawnee anticipates additional tenants that will contribute to meeting the job creation requirements after five years. Approval of the second five-year abatement period will be subject to compliance with job creation and average wage commitment, capital investment commitment and a requirement that at least 51% of exports are shipped to users outside the Wichita MSA as required by the current incentive policy. Pawnee and Associated have agreed to comply with the City's monitoring and reporting process to obtain this information. Associated has requested that the additional conditions of the bond lease between Pawnee and the City not be included in the sublease as Pawnee is the responsible party to the City regarding the abatement, not the subtenant. Pawnee has indicated that negotiations with other potential tenants have yielded the same request.

Financial Consideration: There is no financial impact to the City by approving the sublease.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the IRB Tenant is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Consideration: The City Attorney's Office has advised that if the City approves a sublease or subleases that do not provide for the IRB Tenant to enforce compliance with certain conditions by the subtenants, the City will not be able to cause the IRB Tenant to bring its subtenants into compliance. The City will retain the right to rescind the abatement or require a payment in lieu of tax (PILOT) in the event of noncompliance as a standard condition of tax abatement.

Recommendation/Actions: It is recommended that the City Council approve the sublease between Pawnee Industrial, LLC and Associated Materials, LLC.

Attachment: Sublease

Agenda Item No. III-5.

City of Wichita
City Council Meeting
May 5, 2009

To: Mayor and City Council

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Initiated By: Office of Urban Development

Agenda: New Business

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The job creation commitment for Pawnee applies to all tenants cumulatively, therefore, Pawnee anticipates additional tenants that will contribute to meeting the job creation requirements after five years. Approval of the second five-year abatement period will be subject to compliance with job creation and average wage commitment, capital investment commitment and a requirement that at least 51% of exports are shipped to users outside the Wichita MSA as required by the current incentive policy. Pawnee and Associated have agreed to comply with the City's monitoring and reporting process to obtain this information. Associated has requested that the additional conditions of the bond lease between Pawnee and the City not be included in the sublease as Pawnee is the responsible party to the City regarding the abatement, not the subtenant. Pawnee has indicated that negotiations with other potential tenants have yielded the same request.

Financial Consideration: There is no financial impact to the City by approving the sublease.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the IRB Tenant is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Consideration: The City Attorney's Office has advised that if the City approves a sublease or subleases that do not provide for the IRB Tenant to enforce compliance with certain conditions by the subtenants, the City will not be able to cause the IRB Tenant to bring its subtenants into compliance. The City will retain the right to rescind the abatement or require a payment in lieu of tax (PILOT) in the event of noncompliance as a standard condition of tax abatement.

Recommendation/Actions: It is recommended that the City Council approve the sublease between Pawnee Industrial, LLC and Associated Materials, LLC.

Attachment: Sublease

Agenda Item No. III-6.

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council Members

SUBJECT: Petition to pave Franklin, from Arapaho to approximately 125' east of Gilda (District V)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signatures on the Petition represent 19 of 28 (67.86%) resident owners and 60.27% of the improvement district area. District V Advisory Board sponsored a March 30, 2009, neighborhood hearing on the project. The Board voted 6-0 to recommend approval of the project.

Analysis: The project will provide paved access to a developed residential area.

Financial Considerations: The estimated project cost is $232,000 with the total assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is $00.81 per square foot of ownership. Since this project provides paved streets to an existing neighborhood, the assessments proposed are for 20 years.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing street paving in an existing residential area.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Assessment Roll, Petition and Resolution.

132019

First Published in the Wichita Eagle on May 8, 2009

RESOLUTION NO. 09-122

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON FRANKLIN STREET FROM THE EAST LINE OF ARAPAHO AVENUE TO THE WEST LINE ABOUT 125 FEET EAST OF GILDA STREET (NORTH OF CENTRAL WEST OF 1-235) 472-84816 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 FRANKLIN STREET FROM THE EAST LINE OF ARAPAHO AVENUE TO THE WEST LINE ABOUT 125 FEET EAST OF GILDA STREET (NORTH OF CENTRAL WEST OF 1-235) 472-84816 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 Franklin Street from the east line of Arapaho Avenue to the west line about 125 feet east of Gilda Street (north of Central west of 1-235) 472-84816.

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 Two Hundred Thirty-Two Thousand Dollars ($232,000) 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 April 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:

AVERY ADDITION
Lot 6, Block 2
W1/2 Lot 7, Block 2
Lot 7 Exc W1/2, Block 2
E1/2 Lot 8, Block 2
Lot 8 Exc E1/2, Block 2
E1/2 Lot 9, Block 2
W1/2 Lot 9, Block 2
E1/2 Lot 10, Block 2
W1/2 Lot 10, Block 2
Lot 10, Block 3
Lot 1, Block 4
W 100 ft Lot 1, Block 5
Lot 1 Exc W 100 ft & all Lot 2, Block 5
Lots 3 through 5 inclusive, Block 5

WEST CENTRAL GARDENS 3RD ADDITION
Lots 1 and 3, Block D
Lots 2 and 3, Block C

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.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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 5th day of May, 2009.

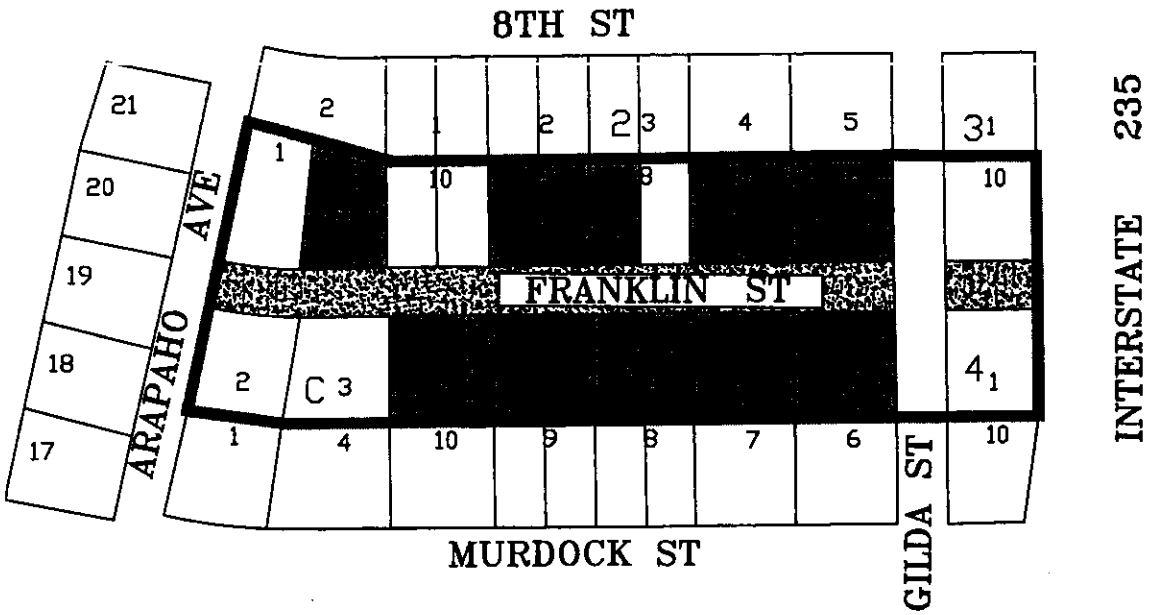
_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

PROPOSED PAVING OF FRANKLIN BETWEEN ARAPAHO AND GILDA



RESIDENT OWNERS SIGNED (67.86%)

AREA SIGNED (60.27%)

IMPROVEMENT DISTRICT BOUNDARY

PROPOSED IMPROVEMENT

Wichita All-America City 1999

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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	Eng	4/15/2009	Pave Franklin; Arapaho - 125' east of Gilda

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	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving		$232,000		$232,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Street Lights				
Totals		$232,000		$232,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

60.27% Petition

472-84816

13. Recommendation: Approve the Petition and Adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
[signature]	[signature]	Catherine A. Hill 4-22-09	
		Date	Date

Estimated assessments for paving Franklin St. from Gilda to Arapaho						04/13/09	
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Annual Payment**	Resident Owners
AVERY ADD.							
D 183330001	ESPINOZA_JOAQUIN & PAMELA S	5910 W FRANKLIN	E1/2 LOT 10, BLOCK 2	8712	$7,071	$567	2
D 18332	MC GILL_GARY L & SHARRON S	5906 W FRANKLIN	W1/2 LOT 9, BLOCK 2	8276.4	$6,717	$539	2
D 183300001	MC HENRY_JAMES	5812 W FRANKLIN	W1/2 LOT 7, BLOCK 2	8276.4	$6,717	$539	1
D 183320001	RUCKER_RANDY & JUDITH	5902 W FRANKLIN	E1/2 LOT 9, BLOCK 2	8276.4	$6,717	$539	2
D 18333	SMITH_KAREN E LJ CARSON_A HOME SOLUTION LLC STE 224 513 S WOODLAWN WICHITA KS 67218	5914 W FRANKLIN	W1/2 LOT 10, BLOCK 2	8276.4	$6,717	$539	1
D 183310001	TAYLOR_MICHAEL	5816 W FRANKLIN	E1/2 LOT 8, BLOCK 2	8276.4	$6,717	$539	1
D 18329	FORTINE_LEON L REV TRUST 1173 N LAKEWIND WICHITA KS 67212	5802 W FRANKLIN	LOT 6, BLOCK 2	16552.8	$13,434	$1,078	1
D 18330	SHELBURN_ROBERT & MISTY K	5808 W FRANKLIN	LOT 7 EXC W 1/2, BLOCK 2	8276.4	$6,717	$539	2
D 18331	LANGLEY_KENNETH W	5820 W FRANKLIN	LOT 8 EXC E 1/2, BLOCK 2	8276.4	$6,717	$539	1
D 18343	CIRCLE_ANDREW J	830 N GILDA	LOT 10, BLOCK 3	14810.4	$12,020	$965	1
D 18344	PHELPS_ERIC	5707 W FRANKLIN	LOT 1, BLOCK 4	15246	$12,374	$993	1
D 183540001	CONLEY_KIRBY L ETUX	5907 W FRANKLIN	W 100 FT LOT 1, BLOCK 5	13068	$10,606	$851	2
D 18355	TEUFEL_WILLIAM E	5901 W FRANKLIN	LOT 1 EXC W 100 FT & ALL LOT 2, BLOCK 5	20473.2	$16,616	$1,333	1
D 18356	DELVENTHAL_JIM G & MARLIES A ETAL	5813 W FRANKLIN	LOT 3, BLOCK 5	16552.8	$13,434	$1,078	2
D 18357	HERRING_MELVIN &	5807 W FRANKLIN	LOT 4, BLOCK 5	16552.8	$13,434	$1,078	2
D 18358	BALLARD_FLOYD G & JANE E 11623 W DOUGLAS WICHITA KS 67209	5801 W FRANKLIN	LOT 5, BLOCK 5	16552.8	$13,434	$1,078	2
WEST CENTRAL GARDENS							
D 19813	CLARK_ROBERT L & CAROL L	6026 W FRANKLIN	LOT 1, BLOCK D	16117.2	$13,081	$1,050	2
D 19811	PORE_MERLIN G ETAL 6805 BLUEFIELD CT SPRINGFIELD VA 22152	6001 W FRANKLIN	LOT 3, BLOCK C	16552.8	$13,434	$1,078	nr
D 19815	SAINT_RICHARD H	6000 W FRANKLIN	LOT 3, BLOCK D	14810.4	$12,020	$965	1
D 19810	STUMP_RICHARD M & SHARON A REV LIV TR SHARON A. STUMP 2319 IRVING WICHITA KS 67213	806 N ARAPAHO	LOT 2, BLOCK C	14810.4	$12,020	$965	1
			Total:	258,746	$210,000		28

Abbreviations:
etal. = and others
etux. = and wife
etvir. = and husband
nr = non resident

* Estimated assessment for street construction based on $0.81 per square foot excluding drive approach (if applicable), inflation, and/or temporary financing.

** Estimated Annual escrow payment based on 5% bond sale rate, and spread over 20 years

BREAKDOWN OF PROJECT COSTS

Amount assessed to the improvement district	$210,000
Add: City Share for Intersections (0%)	$0

Estimated assessments for paving Franklin St. from Gilda to Arapaho						04/13/09	
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Annual Payment**	Resident Owners
	Add: Estimated driveway costs***		$21,600				
	Total Estimated project cost		$231,600				

*** Driveway approach costs are assessed to individual properties based on the actual size of drive approach requested. Driveway approach costs are in addition to the estimated assessment shown for the street construction.

RECEIVED
MAR 16 '09
CITY CLERK OFFICE

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

(North of Central, West of I-235)

AVERY ADD
Lot 6, Block 2
W1/2 Lot 7, Block 2
Lot 7 Exc W 1/2, Block 2
E1/2 Lot 8, Block 2
Lot 8 Exc E 1/2, Block 2
E1/2 Lot 9, Block 2
W1/2 Lot 9, Block 2
E1/2 Lot 10, Block 2
W1/2 Lot 10, Block 2
Lot 10, Block 3
Lot 1, Block 4
W 100 ft Lot 1, Block 5
Lot 1 Exc W 100 ft & All Lot 2, Block 5
Lots 3-5 inclusive, Block 5

WEST CENTRAL GARDENS 3RD ADD
Lots 1 and 3, Block D
Lots 2 and 3, Block C

472-84816

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

(a) That there be constructed pavement on Franklin St from the east line of Arapaho Ave. to the west line about 125 ft east of Gilda St. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement being $232,000 exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after April 1, 2009.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a Square foot basis:

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

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
AVERY ADDITION		
E1/2 LOT 10, BLOCK 2	ESPINOZA_JOAQUIN & PAMELA S	
W1/2 LOT 9, BLOCK 2	MC GILL_GARY L & SHARRON S Gary L. McGill	Sharron McGill 3/15/09 3/15/09

W1/2 LOT 7, BLOCK 2	MC HENRY_JAMES 3/13/09
E1/2 LOT 9, BLOCK 2	RUCKER_RANDY & JUDITH 3/13/09 3/13/09
W1/2 LOT 10, BLOCK 2	SMITH_KAREN E ~~LJ CARSON_A~~ William Mackey 3/13/09
E1/2 LOT 8, BLOCK 2	TAYLOR_MICHAEL
LOT 6, BLOCK 2	FORTINE_LEON L REV TRUST 3-15-09
LOT 7 EXC W 1/2, BLOCK 2	SHELBURN_ROBERT & MISTY K 3-13-09 3/13/09
LOT 8 EXC E 1/2, BLOCK 2	LANGLEY_KENNETH W 3-13-09
LOT 10, BLOCK 3	CIRCLE_ANDREW J
LOT 1, BLOCK 4	PHELPS_ERIC ~~3/13/09 3/13/09~~
W 100 FT LOT 1, BLOCK 5	CONLEY_KIRBY L ETUX 3-13-09 / 3/13/09
LOT 1 EXC W 100 FT & ALL LOT 2, BLOCK 5	TEUFEL_WILLIAM E 3-13-09
LOT 3, BLOCK 5	DELVENTHAL_JIM G & MARLIES A ETAL 3-13-09 3-3-09
LOT 4, BLOCK 5	3/13/09 HERRING_MELVIN & TRENA 3/13/09
LOT 5, BLOCK 5	BALLARD_FLOYD G & JANE E 3-15-09 3.15-09

WEST CENTRAL GARDENS 3RD ADD

LOT 1, BLOCK D	CLARK_ROBERT L & CAROL L
LOT 3, BLOCK C	PORE_MERLIN G ETAL
LOT 3, BLOCK D	SAINT_RICHARD H 3/15/09
LOT 2, BLOCK C	STUMP_RICHARD M & SHARON A REV LIV TR SHARON A. STUMP

AFFIDAVIT

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

Kenneth W. Langley
Name

5820 W. Franklin
Address

316-943-4872
Telephone Number

Sworn to and subscribed before me this 16th day of March, 2009.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deborah Madlock
Deputy City Clerk

Agenda Item No. III-7.

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer for area north of 33rd St. North, west of Jeanette. (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signature on the Petition represents 1 of 2 (50%) resident owners and 52.38% of the improvement district area. District VI Advisory Board sponsored an April 8, 2009, neighborhood hearing on the project. The Board voted 10-0 to recommend approval of the project.

Analysis: The project will construct a sanitary sewer for two single family homes.

Financial Considerations: The estimated project cost is $20,000 with the total assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is $00.55 per square foot of ownership. Since this project provides city sewer to an existing neighborhood, the proposed assessments are figured on a 20 year basis.

Goal Impact: This project addresses the Efficient Infrastructure goal by extending a sanitary sewer in a residential area.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Assessment Roll, Petition and Resolution.

132019

First Published in the Wichita Eagle on May 8, 2009

RESOLUTION NO. 09-123

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 153, MAIN 4, SANITARY SEWER NO. 23 (NORTH OF 33RD ST. NORTH, WEST OF JEANETTE) 468-84598 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 153, MAIN 4, SANITARY SEWER NO. 23 (NORTH OF 33RD ST. NORTH, WEST OF JEANETTE) 468-84598 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 153, Main, 4, Sanitary Sewer No. 23 (north of 33rd St. North, west of Jeanette) 468-84598.

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 Twenty Thousand Dollars ($20,000) 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 March 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:

WALNUT GROVE ADDITION
W 79.15 FT E 554.08 S 250 FT LOT 21

BARBEE SUBDIVISION ADDITION
LOT 4

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.

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 5th day of May, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

Sewer

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.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

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	Eng	4/15/2009	Sanitary Sewer at 31st St North and Jeanette

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	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer		$20,000		$20,000
Sidewalk				
Water				
Other				
Totals		$20,000		$20,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

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

Remarks:

52.38% Petition

* Sanitary Sewer Utility

Lateral 153, Main 4, SS # 23

468-84598

13. Recommendation: Approve the Petition and Adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
Jim Armour	[signature]	Catherine A Hill	
		Date 4-22-09	Date

Estimated assessments for Sanitary Sewer to serve

Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	04/13/09 Annual Payment**	Resident Owners
WALNUT GROVE ADD							
A 14416	JORDAN_STEVE A	850 W 33RD ST N	W 79.15 FT E 554.08 S 250 FT LOT 21	19166.4	$10,476	$841	1
BARBEE SUBDIVISION ADD							
A 14571	OTTI_BARTON E 902 W 29TH ST N WICHITA KS 67204	838 W 33RD ST N	LOT 4	17424	$9,524	$764	1
			Total:	36,590	$20,000		2

Abbreviations:
etal. = and others
etux. = and wife
etvir. = and husband
nr = non resident

* Estimated assessment for sanitary sewer construction based on $0.55 per square foot excluding inflation, and/or temporary financing.
This cost does not include the Sewer Plant Equity Fee, approximately $1350 for a residential property, or for installation of the private sewer line.

** Estimated Annual escrow payment based on 5% bond sale rate, and spread over 20 years (last bond sale 4.69%)

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

(North of 33rd St North, west of Jennette)

WALNUT GROVE ADD
W 79.15 FT E 554.08 S 250 FT LOT 21

BARBEE SUBDIVISION ADD
LOT 4

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

468-84598

(b) That the estimated and probable cost of the foregoing improvements being **Twenty Thousand Dollars ($20,000),** 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 **March 1, 2009.**

Lateral 153, Main 4, SS #23

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Square foot** basis:

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

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
WALNUT GROVE ADD		
W 79.15 FT E 554.08 S 250 FT LOT 21	JORDAN_STEVE A Steve A. Jordan	
BARBEE SUBDIVISION ADD		
LOT 4	OTTI_BARTON E	

AFFIDAVIT

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

Steve A. Jordan
Name

550 W 33rd St North
Address

316 519-0582
Telephone Number

Sworn to and subscribed before me this 2nd day of March, 2009.

Deborah Padlock
Deputy City Clerk

Agenda Item No. III-8.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: Century II Interior Decorating Contract (District I)

INITIATED BY: Department of Public Works

AGENDA: New Business

- -

Recommendation: Approve the contract and authorize the appropriate signatures.

Background: Century II, a multipurpose convention and performing arts venue was completed in 1969. Century II has served the community well and has provided a venue for a wide variety of events. However, the building is showing signs deterioration from years of use. The current décor is outdated, as well as deteriorated to the point of needing a total aesthetic renovation.

Analysis: On October 23, 2007, the City Council initiated a project to fund renovations to Century II. On November 20, 2007, the City Council clarified the funding source for this project. The 2007-2016 Park Capital Improvement Program (CIP) includes funding for the redecorating, technical improvements and kitchen improvements for Century II. These necessary renovation projects will protect the City's investment in this facility, by keeping them aesthetically attractive to citizen users. On September 12, 2008, Purchasing received proposals in response to RFP 800080 from interior design firms. The staff screening and selection committee shortened the list of respondents to 3 including Schafer Johnson Cox & Frey (SJCF), Spangenberg Phillips Architects (SPA), and Wilson Darnell Mann (WDM). On October 8, 2008 the staff screening and selection committee selected SJCF as the firm to provide design services for the project based on their presentation, prior experience with similar projects, and overall value of proposed costs. The proposed contract with SJCF is attached.

Financial Considerations: Payment to SJCF will be a not-to-exceed amount of $33,000.00. Funding for the Century II renovations previously authorized by City Council on October 23rd, 2007, will be used to pay for this design work.

Goal Impacts: This project will impact the Quality of Life, Core Area and Neighborhood and Efficient Infrastructure Goal by providing citizens with an aesthetically pleasing facility as well as improved technology. The improvements and renovations will also continue the revitalization of the core area and citizens receive a return on their quality of life investment

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

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

Attachment: Contract.

CENTURY II
CONTRACT FOR INTERIOR DESIGN SERVICES

THIS AGREEMENT, Made and entered into this _____day of _____, 2008,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS, A Municipal Corporation, hereinafter referred to as "**OWNER**"

AND

SCHAEFER JOHNSON COX FREY ARCHITECTURE hereinafter referred to as "**ARCHITECT**".

WHEREAS, The CITY is authorized by law to employ consulting interior designers, 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 the necessary design development, construction documents, specifications, bidding assistance, construction observation, and project close out work for the remodeling of the Century II's Concert Hall, Mary Jane Teall Theater, Administration Offices, Connecting Lobby, and Meeting Room Hallways, hereinafter referred to as the "PROJECT"; and

WHEREAS, **ARCHITECT** wishes to provide professional services to the **OWNER** to do such evaluation, preparation of schematic design and construction documents, 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 agrees to perform all necessary professional services hereinafter set forth in connection with the "PROJECT" of the City of Wichita, Century II, Concert Hall, Mary Jane Teall Theater, Administration Offices, Connecting Lobby, and Meeting Room Hallways, Century II, 225 W Douglas, Wichita, KS.

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 $100,000.00. In addition, a Workman'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 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 **ARCHITECT** that shall be written in a comprehensive form and shall protect **ARCHITECT** 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 interior design, architectural, graphic design, and mechanical/electrical engineering services and other related items including those items identified in SCOPE OF SERVICES, EXHIBIT "A", the 2008 SJCF Hourly Rate Schedule applies as detailed in the SJCF, RFP Proposal # 800080, not to exceed Thirty three thousand dollars, ($33,000.00), which shall constitute complete compensation for the services. This is not an inclusive fee and all reimbursable expenses may be billed at 110% of actual cost.

B. Payments are payable to the **ARCHITECT** within thirty (30) working days from the date of receipt of invoice. Each invoice will be itemized by personnel, hours and rate. 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, Construction Documents, Construction Schedules phases ninety (90) 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 structural, mechanical, civil, 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 **ARCHITECT** 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.

EXHIBIT A

Scope of Work :
The ARCHITECT shall use the following list to guide their efforts in complying with the Project Requirements as outlined:

The Architect shall:

1. Perform a detailed analysis of the existing conditions, and review existing preliminary design with owner. Incorporate any resulting changes into design development and final construction documents.
2. Complete Design Development phase and develop a cost estimate based on that Design.
3. Provide full construction documents including, but not limited to, drawings, specifications, required documents and literature from interior designer provided through the City of Wichita.
4. Provide required meeting locations throughout design period.
5. Provide representation in all required meetings, including but not limited to, design council (if needed), City staff design presentations, pre-bid, and pre-construction meetings.
6. Coordinate all activities concerning interior design through City staff including all finishes, furnishings, and their locations to be indicated on the project drawings.
7. Provide the City of Wichita with a complete set of construction documents in an electronic CAD file, capable of being reproduced for future reference by City staff.
8. Provide construction administration duties over selected contractor through completion of the project including, but not limited to, representation at all progress meetings, coordination with contractor and CII events and staff, review of all submittals, and availability of Architect's representative to answer any and all questions regarding finishes, colors, or materials through completion of the project.

The scope of services for the interior design of Century II Performing Arts & Convention Center will apply to the following areas:

1) Concert Hall Lobby & Hall Entryway

Include the following:

- aesthetically pleasing and modern color scheme and look
- paint
- carpet
- artwork
- planters
- lobby seating

Include as alternates: chandeliers in main lobby, concession stands updated, ticket booths updated, restrooms updated

2) Century II Administrative Offices

Include the following:

- aesthetically pleasing and modern color scheme and look
- paint
- carpet
- tile

- furnishings (desks, storage cabinets, tables, chairs, lobby seating, etc.)

Include as alternates: refreshment bar in conference room, AV capabilities in conference room.

3) Connecting Lobby

Include the following:

- aesthetically pleasing and modern color scheme and look
- paint
- artwork
- planters
- seating

Include as alternates: flooring in connecting lobby, acoustical issues in hallway of meeting rooms 101, 102, 201, 202

4) Mary Jane Teal Theater

Include the following:

- aesthetically pleasing and modern color scheme and look
- paint
- carpet
- artwork
- planters
- lobby seating

Include as alternates: chandelier, concession stand updated, ticket booth updated, restrooms updated

EXHIBIT B

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

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

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

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, sub purchase order or sub agreement so that such provisions will be binding upon each subcontractor, sub vendor or sub supplier.

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

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4)

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

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

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

SCHAEFER JOHNSON COX FREY ARCHITECTURE

by_____
Joseph A. Johnson, AIA
Senior Vice President

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

(REVISED 05-04-2009, NEW BUSINESS ITEM NO. III-9)

Oversight Committee Report to City Council

History of the plan development:

In 2006, the City of Wichita and Sedgwick County joined together at the urging of nonprofit and faith-based organizations to form the Taskforce to End Chronic Homelessness (TECH). The enabling resolution charged the taskforce with identifying the issues related to ending chronic homelessness and making recommendations as to how the County and City can be effective partners with community advocate groups to address the needs of people experiencing chronic homelessness. Additionally, TECH was charged with developing a plan to end chronic homelessness in Sedgwick County to include short, intermediate, and long range strategies, as well as potential funding options as appropriate and a mechanism for reporting on goal obtainment.

The term "chronically homeless" as defined by HUD, describes an unaccompanied person who has a disabling condition *and* has also been either continuously homeless for at least a year OR has had at least four episodes of homelessness in the past three years.
As a population, the chronically homeless have the highest rates of use of shelter and services, including ambulance rides, emergency room visits, police and EMS calls, jail time, and the court system. Consequently, they incur some of the highest associated annual costs per person. Frequent, repetitive use of these systems has not only enormous financial cost to the community, but places a significant psychological burden on providers. This financial and psychological drain has an immeasurable detrimental impact on our community.

TECH was comprised of representatives from various community sectors including business, the public school system, non-profits, people who experienced homelessness, faith communities, civic leaders, an urban neighborhood, and city and county governments. TECH met over a period of 16 months and conducted its work in four phases:
1) Studying Homelessness and Available Resources in Wichita
2) Identifying Gaps in Service to the Chronically Homeless
3) Researching Best Practices Nationally
4) Developing Strategies to End Chronic Homelessness

Responsibilities of the Oversight Committee
The Oversight Committee is responsible for working toward achieving success with ending chronic homelessness through the Sedgwick County 10 Year Plan to End Chronic Homelessness. They will ensure implementation of this Plan and its subsequent amendments by establishing standards and outcomes, overseeing the management of contracts, and monitoring/reporting progress. The Oversight Committee is responsible for increasing community awareness and raising financial/in-kind donations. Responsibilities include:

- Development of the Resource and Referral Center
- Identify transportation solution to the Resource and Referral Center
- Implementing a Housing First Program
- Identify Emergency Housing options
- Identify sustainable funding sources

Report on the Resource and Referral Center
The Resource and Referral kick-off was held on February 11, 2009 and was a great success. Governor Sebelius was in attendance. Center currently has received over $1.5 million in pledges. A total of $7.4 million is needed to fund the project; it is estimated that $300,000 per year will be needed to operate the

center. Progress continues to be made with funding. Closing dates have been arranged for on or before December 31, 2009.

Report on the Winter Overflow Shelter

The emergency shelter closed at the end of March. Shelter numbers have been estimated at 120 per night, but have spiked up and down the first couple months of this year possibly due to warmer temperatures. Advocates to End Chronic Homelessness (AECH) report they are committed to continuing assistance for the next two years if needed.

Report on the Point in Time Count

The Point in Time Count was held on January 28th, 2009. The Kansas Housing Resources Corporation (KHRC) and/or the Governor's office will be disseminating the figures for the count in late April or the first of May. On January 30th, 2008 the Point in Time Count identified 473 homeless individuals according to the HUD (U.S. Department of Housing and Urban Development) definition. The January 2007 count identified 526 homeless individuals. This year the count went well. Overall volunteers this year were very pleased with the experience and outcome. Some said the experience of walking on the streets, looking for, and speaking to homeless individuals "opened their eyes" to the conditions homeless people face daily. The statewide awareness of homelessness increased dramatically, which resulted in a huge Point in Time Count success.

Report on Housing First

First Year Goal: To provide permanent stable housing for up to 64 chronically homeless individuals.

Criteria for eligibility:

- Must meet HUD definition of chronically homeless; "an unaccompanied person who has a disabling condition *and* has been either continually homeless for at year a year OR has had at least four episodes of homelessness in the last three years
- Must agree to weekly in apartment case management visits
- NOTE: The individual does not need an income

An individual is NOT eligible if:

- They are 'doubling-up' (staying at another individual's residence without having to pay for anything)
- They are staying with family or friends although they are not welcome there
- They are staying in hotels or motels

Breakdown of Housing First Program figures as of ***April 28, 2009***:

- ***5 individuals have been housed from the Pilot program***
- ***7 individuals have been housed from the VA***
- ***13 individuals have been housed from Housing First local city and county funds***
- ***24 other individuals have been approved for Housing First***
- ***2 more are scheduled to move in this week***
- ***22 other applicants have been approved***

TOTAL of ***25*** individuals housed!

The following information is based on 15 of the 25 participants who responded to our survey.

- ***Participants rate a decrease in their substance use on an average of 7.8 on a scale from 1-10 with 10 being considered "Decreased a lot"***
- ***Participants rate case management helpfulness at an average of 9.8 on a scale from 1-10 with 10 being "Very Helpful"***
- ***Participant satisfaction with the Housing First Program was rated at an average satisfaction of 8.6 on a scale from 1-10 with 10 being "Very Satisfied"***
- ***4 are receiving Outpatient Substance Abuse treatment***
- ***3 are employed, 2 of which became employed after entering the Housing First program***
- ***4 are receiving SSI/SSDI***
- ***5 are receiving General Assistance***
- ***2 have been arrested since entering the program***
- ***14 out of the 15 housed residents have been arrested prior to entering the Housing First program***
- ***4 have been hospitalized for medical reasons; 1 has been hospitalized for psychiatric reasons. Average hospitalization stay was 3 days.***

How Housing First has helped two participants goals:

One resident chose an apartment that is close to his AA meetings. He has been attending AA daily since moving into his apartment.

Prior to move in, one resident agreed to pay back his outstanding utility bills. He contacted his case manager as soon as he received his Social Security check stating "I need your help to get a money order so that I can begin paying off my back utility bill".

Here is a brief story on how Housing First has affected one of our participant's lives. We will call him John for privacy purposes:

John is a 49 year old male who has never had a place to call his own. He spent the past 18 years in and out of homeless shelters or living on the streets. Street or shelter life is very difficult and extremely unsafe. John felt that he was always looking over his shoulders to keep something bad from happening.

Feeling hopeless and having a low self esteem, John turned to drugs and alcohol to cope with his life and eventually became addicted. He began to isolate himself and even had thoughts of suicide. Among his years on the streets John served over three years in prison and considers himself to be the "black sheep" of his family.

John heard about the Housing First program and was very interested to find out more information. He made numerous attempts to secure housing and employment on his own, but his mental illness and addictions forbid him from being successful at either task. John was told that he might be a good candidate for the Housing First program, and since the program was so new it might take a little time to coordinate arrangements for an apartment. John was asked to be patient, which was not difficult because he was so excited about the possibility of having his own apartment. John regularly contacted the City of Wichita Housing & Community Services department to inquire about his housing status and found his current apartment on his own.

After moving into his new apartment John said "It was well worth the wait and the Housing First program gave me hope when I had none." John continues to meet weekly with his case manager and is engaged in mental health and addiction treatment services. He regularly contacts Shelly at the City of Wichita Housing & Community Services to say that he is doing well, loves his new place and is extremely grateful for the Housing First program.

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Agenda Item No. III-9.

City of Wichita
City Council Meeting
May 5, 2009

To: Mayor and City Council

Subject: Plan to End Chronic Homelessness – Implementation Update

Initiated By: City Manager's Office

Agenda: New Business

Recommendation: Receive and file the Oversight Committee report.

Background: In 2006, the Sedgwick County Commission and the Wichita City Council appointed a task force to study the problem of chronic homelessness in Wichita and prepare a plan to end it. The Task Force on Ending Chronic Homelessness presented their findings and recommendations in March, 2008. There were five recommendations: 1) Develop a One-Stop Resource and Referral Center; 2) Implement a Housing First program; 3) Identify Emergency Housing Options for 25-50 people until Permanent Supportive housing units are available; 4) Identify Sustainable Funding Sources; and 5) Develop an Oversight Committee to Oversee Plan Implementation.

Analysis: The Oversight Committee was named on May 23, 2008 and has held regular meetings with City and County staff. The Oversight Committee will present a progress report to the County Commission on April 29, 2009, on implementation of the Task Force recommendations. The City Council presentation is scheduled for May 5, 2009.

Financial Consideration: The City and County have jointly funded the Housing First component of the Task Force plan for one year.

Goal Impact: Implementation of the Task Force recommendations will impact Quality of Life and Economic Vitality and Affordable Living goals.

Legal Consideration: There are no legal considerations at this time.

Recommendation/Actions: It is recommended that the City Council receive and file the Oversight Committee report.

Attachment: Oversight Committee Report.

Agenda Item No. III-10.

City of Wichita
City Council Meeting
May 5, 2009

To: Mayor and City Council

Subject: Resolution Authorizing American Recovery and Reinvestment Act (ARRA) Economic Stimulus Funding Grant from the Federal Transportation Administration (FTA). (All Districts)

Initiated By: Wichita Transit

Agenda: New Business

Recommendation: Approve resolution authorizing filing of grant application.

Background: The Federal Transportation Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of this resolution is to authorize staff to file for eligible federal funds from the President of the United States' economic stimulus program for the support of the city's transit services. The purpose of this ARRA program is to stimulate the economy by helping Wichita Transit to create or sustain current local jobs through local transit projects. A public hearing was held on Monday, April 27, 2009, with no adverse comments. ARRA funds are 100% federal funds.

Analysis: The proposed resolution authorizes funding to support the following projects:

- Equipment and storage for the new regional van maintenance facility;
- Purchase of new replacement paratransit vans for Wichita Transit's aging fleet;
- Bike racks and bike locks to help tie-in this aspect to our transit system;
- Purchase of ITS hardware and software (Phase II) to implement for our van and bus fleets;
- Purchase "hybrid" vehicles (for administrative functions) to improve our local carbon footprint;
- Purchase and installation of safety strobes for our bus fleet to improve the visibility of the vehicles to reduce accidents;
- Preventive maintenance and ADA non-fixed route service operating funds; and
- Purchase and installation of air-conditioning units at our Transit Center facility
- Purchase paratransit vans for agencies
- Administration costs

Financial Consideration: The total grant budget is $6,629,186. There are no City of Wichita funds to be used for these projects. The Federal Transit Administration is funding 100% of these projects.

Goal Impact: To ensure an efficient infrastructure by maintaining and optimizing public facilities and assets.

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

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

Attachment: Resolution Authorizing ARRA Economic Stimulus Funding.

RESOLUTION NO. 09-124

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY THE FEDERAL TRANSIT ADMINISTRATION TO RECEIVE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) FUNDS FROM PRESIDENT OBAMA'S ECONOMIC STIMULUS PROGRAM

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the City of Wichita has or will provide all certifications to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: equipment and storage for a new regional van maintenance facility; purchase of new replacement paratransit vans for Wichita Transit's aging fleet; bike racks and bike locks to help tie-in this aspect to the city's transit system; purchase of ITS hardware and software (Phase II) to implement for the city's van and bus fleets; purchase hybrid behicles (for administrative functions) to improve the city's local carbon footprint; purchase and install safety strobes for the city's bus fleet to improve the visibility of the vehicles to reduce accidents; preventive maintenance and ADA nonfixed route service operating funds; and purchase and installation of air conditioning units at Wichita Transit's Transit Center facility.

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

1. The City Manager is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for federal assistance under the American Recovery and Reinvestment Act (ARRA).

2. That the City Manager is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.

3. That the City Manager is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of Wichita Transit.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of Wichita Transit, which is the Designated Recipient of the American Recovery and Reinvestment Act (ARRA) Economic Stimulus Funding Grant from the Federal Transit Administration, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on April 28, 2009.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

Agenda Item No. III-11.

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council

SUBJECT: Wholesale Non-Potable Water Contract with the City of Bentley

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendation: Approve the amendments and renewal of the wholesale non-potable water Contract between the City of Wichita and the city of Bentley.

Background: In December 1991, the City of Wichita entered an agreement with Bentley, Kansas, to provide non-potable (untreated) water. The original Contract was for twenty years, or until December 2011, with negotiations beginning in 2008. The water provided to Bentley was supplied from the City's Equus Beds water transmission lines which pass near Bentley.

Analysis: Bentley constructed and maintains its own treatment and distribution system. Initially, Bentley was connected to the raw water transmission line in the vicinity of 151st Street West and 101st Street North. Bentley will retain the connection to this line for emergency purposes, but will construct a new line and point of connection in the vicinity of 151st Street West and 101st Street North. For 2010, Bentley anticipates using approximately 10,800,000 gallons, which is less than one percent of Wichita's annual water production. The maximum amount of water to be used in the year 2028 should not exceed 24,800,000 gallons.

Conditions specified in this Contract include, but are not limited to:

1. A 50 percent take or pay provision
2. A schedule of maximum water use for the period of the Contract
3. Requirement to adopt and enforce conservation measures equivalent to those of Wichita
4. Service area

Financial Considerations: Projected consumption in 2009 would add approximately $8,750 in water revenues. The rate for raw water sold to Bentley will recover the cost of producing and delivering the water at the cost for new water Wichita obtains from the Equus Beds. The current rate is $0.81 per thousand gallons.

Goal Impact: This project addresses efficient infrastructure by helping to maintain and optimize public systems.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the amended non-potable wholesale water Contract by and between Wichita and Bentley; and 2) authorize the necessary signatures.

Attachments: Wholesale Water Sales Agreement with Bentley, Kansas.

WHOLESALE WATER SALES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between:

THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, a Kansas municipal corporation hereinafter referred to as "Wichita"; and

THE CITY OF BENTLEY, a Kansas municipal corporation hereinafter referred to as "Bentley."

WITNESSETH:

WHEREAS, Wichita owns and operates the Wichita Water Utility, which produces an adequate supply of water by means of using reservoirs and deep well water; and

WHEREAS, Bentley currently operates and maintains a system of water pumps, mains, storage facilities and distribution lines (the "Existing Distribution System") within and in the vicinity of the corporate limits of Bentley; and

WHEREAS, Bentley will construct, at its sole expense, an additional water transmission line from Bentley's water distribution system to a point on the Wichita raw (non-potable) water pipeline system, said water transmission line hereinafter referred to as the Bentley transmission main;

WHEREAS, it is the intent and purpose of this contract for Wichita to provide a raw (non-potable) water supply to Bentley.

NOW THEREFORE, in view of the premises aforesaid and in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

Article 1
Permission to Connect and Right to Receive Water Services

1.1 Wichita hereby grants permission to Bentley to maintain its connection to the raw (non-potable) water pipeline located in the vicinity of 151st Street West and 101st Street North.

1.2 Bentley must install, and is responsible for paying all costs associated with the installation of, backflow prevention valve equipment on the raw water pipeline it currently uses for the raw water connection.

1.3 Wichita hereby grants permission to Bentley to connect a new water line to the Wichita raw (non-potable) water pipeline at a location in the vicinity of 151st Street West and 117th Street North, and Bentley has the right to receive water there from. Connection to Wichita's raw (non-potable) water pipeline shall be done by Wichita, but the cost of said

connection will be paid by Bentley. Bentley shall prepare and file a complete set of plans and specifications for the Bentley transmission line with Wichita for Wichita's approval prior to construction.

1.4 Bentley shall also pay all costs associated with the installation of backflow prevention valve equipment on the raw water pipeline it uses for the new connection.

Article 2
Water Metering and Flow

2.1 All water sold to Bentley hereunder shall be measured by one or more master meters installed in a meter vault and/or Bentley's pump station building at each point of connection. Ownership of such vault, meters, valves and other equipment located therein shall remain with Wichita.

2.2 Said master meter located within Bentley's pump station shall be approved by Wichita and paid for and constructed or altered as necessary by Bentley. The meter shall be equipped with a bypass valve for emergency service and any appropriate backflow prevention device(s) as may be required by Wichita. Ownership of said meter(s) shall be transferred to and maintained by Wichita and the existing meter vault shall remain under Wichita's ownership and maintained by Wichita. Bentley may connect to and receive data from any flow control or monitoring devices installed by Wichita within said vault or at the location of the meter within the Bentley pump station, or may install and receive data from flow control or monitoring devices installed by Bentley at its own expense; provided that any such device shall be approved by the City of Wichita. A meter as approved by Wichita and purchased by Bentley shall be required prior to Wichita providing service to Bentley.

2.3 Wichita shall have the right at any time to test the master meters. If Bentley requests a meter test, the test shall be conducted by Wichita at Bentley's expense. If upon such examination and test conducted in the presence of a representative of Bentley a meter is found to be inaccurate according to the standards of the American Water Works Association, the meter will be repaired or another meter will be substituted therefore and the water bill for the immediately preceding billing period will be adjusted to include a credit for the meter test charge. Whenever Wichita finds the meter to be malfunctioning, an adjustment of charges for the immediately preceding billing period shall be made by averaging the water used for the corresponding billing period for each of the three prior years or, if such records are not extant, the best practical alternative for determining the estimate shall be used.

2.4 In the event it is necessary for Wichita to temporarily stop the flow of water into Bentley's lines due to the need of Bentley to make repairs to such lines, authorized representatives of Bentley shall be permitted to shut off the water supply by use of the valve located outside of the meter vault. In the event that such discontinuance of service is necessary, Bentley shall promptly notify Wichita that the water supply was discontinued and the purpose of such discontinuance. Whenever possible, advance notice of such discontinuance shall be given to Wichita.

2.5 Bentley will be responsible for the cost of building a booster pump station that shall ensure adequate delivery of water to its elevated storage facility. Said booster pump station will be located on Well Site 29 property under separate agreement with the City of Wichita. Bentley shall prepare and file a complete set of plans and specifications for the booster pump station with Wichita for Wichita's approval prior to construction. The booster pump station will also include connection to Wichita's SCADA system for the purpose of monitoring the interconnect functions between the operation of Wichita's wells and the booster pump station.

Article 3
Liability for Pressure

3.1 Wichita does not guarantee to maintain any specific pressure on its raw (non-potable) water line and no complaint concerning the pressure shall give any right of claim by Bentley or its customers against Wichita.

Article 4
Covenant to Purchase Water and Terms of Purchase

4.1 Bentley agrees to take and pay for or to pay for as tendered, 50% of the projected water usage for each year of this Agreement, as defined in the Schedule of Projected Water Usage (the "Usage Schedule") which appears as Attachment 1 to this Agreement.

Wichita agrees to furnish and sell to Bentley a quantity of non-potable water equal to 100% of projected water usage for each year of this Agreement as defined in the Usage Schedule. The 100% demand levels projected on an annual basis over the twenty (20) year life of the contract shall be as defined in the Usage Schedule which appears as Attachment 1 to this Agreement.

It is anticipated that the supply needs of Bentley will not exceed the amounts shown in the Usage Schedule. If water consumption in any one year exceeds 115% of the level as defined in the Usage Schedule for such year, there shall be a ten percent 10% surcharge paid by Bentley to Wichita on that portion of overall water consumption above the 115% level. For each year thereafter with respect to which the parties have not reached agreement on a revised Usage Schedule and during which overall consumption exceeds one hundred percent (100%) of the level established by the Usage Schedule, a surcharge of ten percent (10%) shall be paid by Bentley to Wichita on that portion of overall consumption in excess of the yearly allowable limits as stated in the Usage Schedule. Surcharges payable hereunder shall be calculated on the basis of the average volume rate charged to Bentley in the year in which the excess occurred.

The obligation of Bentley to take and pay for at least 50% of the quantities of water as defined in the Usage Schedule shall be unconditional throughout the duration of this Agreement.

4.2 Subject only to Articles 5 and 9 hereof authorizing interruption or curtailment of water service in case of emergency or at the direction of a public health authority, Wichita agrees to furnish up to two and one-half (2 ½) times the pro rata daily portion of the annual contract

volume of water as defined in the Usage Schedule during any one day for the applicable year of the Agreement.

4.3 If Wichita fails to furnish the daily volume of water it is obligated to furnish under paragraph 4.2, the rate for purchase of water by Bentley as set out in Section 7.1 for any such day Wichita fails to furnish such daily volume shall be reduced by ten percent (10%) This reduction in rates is on a per day basis such that a failure for one day shall result in a reduction in only the rates for water supplied on such day. The volume of water to which this reduction shall be applied shall be equal to the volume of water recorded for the billing period divided by the total number of days of service in the billing period, multiplied by the total number of days during which Wichita fails to deliver the volume of water to Bentley as specified in Section 4.2.

Article 5
Discontinuance of Water Service

5.1 Wichita may refuse to deliver water to Bentley if it is determined by the Kansas Department of Health and Environment and/or by a public health authority that conditions exist which might lead to contamination of the public water supply, and may continue to refuse such delivery of water to Bentley until such condition is remedied to the satisfaction of both aforementioned public health authorities and/or Wichita.

Article 6
Conditions of Water Service to Customers of Bentley

6.1 Bentley agrees to have in effect for all its customers a water conservation plan. Within six (6) months of the effective date of this Agreement, such conservation plan shall be submitted to and approved by Wichita. Future changes in such plan shall also be submitted to Wichita for approval.

Bentley further agrees that its water conservation plan shall reflect any changes Wichita makes to its program. Bentley shall accomplish such modification within thirty (30) days of written notification by Wichita of such changes.

6.2 Bentley agrees that all water service connections will be individually metered and billed no less frequently than bimonthly.

6.3 Bentley agrees to institute for its customers any water restrictions imposed by Wichita on its customers within forty-eight (48) hours of written notice of promulgation of such restrictions from Wichita.

6.4 Bentley agrees that its customers will be subject to the requirement that any new plumbing fixtures be of a low water use type to the same extent as is required by the ordinances of Wichita, as they may from time to time be amended.

6.5 Bentley agrees that any violation of the provisions of this Article 6 shall result in a surcharge on rates for water service from Wichita to Bentley in the amount of ten percent above the rates as outlined in Article 8 for as long as the said violations shall continue.

Article 7
Bentley Service Area

7.1 Bentley agrees to provide water service only to customers within the service area defined by the boundaries described in Attachment 2 of this Agreement.

7.2 The service area boundaries are further delineated on a map, which appears as Attachment 3 to this Agreement as the "Bentley Service Area," hereinafter referred to as the "service area." In the event of a conflict between the legal description contained in §7.1 and the map designated as Attachment 3 hereto, the legal description contained in §7.1 shall control.

7.3 Bentley agrees that it will not sell water to other incorporated cities, improvement districts, Rural Water Districts or any other customers located outside of the Service Area as delineated in §7.1 of this Agreement without the express written approval of Wichita.

7.4 In the event that Bentley violates the provision of Section 7.2 concerning service outside of the defined Service Area, Bentley shall have ten (10) days to correct such violation after receipt of written notice from Wichita of the existence of such violation. If Bentley fails to make such correction and eliminate any violation of the provisions of Section 7.2, Wichita may discontinue water service to Bentley. As an alternative to discontinuance of water service, Wichita shall impose, and Bentley agrees to pay, a surcharge of 100% on all water sold to Bentley during the period of time such violation remains uncorrected.

7.5 The service area described herein is subject to renegotiation by the parties at any time after five (5) years have elapsed from the date this Agreement is executed by both parties. Renegotiation of the service area may be commenced by either party notifying the other party of its desire to renegotiate the service area at least forty-five (45) days in advance of the anniversary date of the ten-year period. Either party reserves the right to refuse to agree to a service area change request. Regardless of whether or not agreement is reached by and between Wichita and Bentley on any proposed changes to the service area which are set forth initially in this Agreement, the obligation of Bentley to take and pay for 50% of the annual demand as delineated in the Usage Schedule shall continue throughout the term of this Agreement.

Article 8
Rates for Water Service

8.1 The rate charged Bentley for water service shall be in accordance with the rates established and amended from time to time for non-potable wholesale customers. The charge for water which Bentley is obligated to take or pay for hereunder but which is not taken shall be calculated on the basis of the average volume rate charged to Bentley in the year in which such shortfall occurred.

8.2 Bentley shall be considered by Wichita as one customer for computation of water charges. The water volume charges for the non-potable water shall be based on actual metered water consumption at the rate for non-potable wholesale service under the terms of applicable rates as provided in §8.1 of this Agreement.

8.3 Bentley will be billed monthly at the rates established by the provisions of this Agreement and by Wichita ordinances. If said bill is not paid within twenty-five (25) days after Wichita mails said bill, an amount equal to one and one-half percent of the unpaid balance will be added to all bills.

8.4 Bentley will be required to adopt, and maintain in place throughout the term of this Agreement, a conservation based rate structure with graduated usage blocks similar in concept to the rate structure employed by Wichita for its retail customers.

Article 9
Emergency Restriction or Interruption of Service

9.1 Restriction or interruption of service to Bentley by reason of unforeseen catastrophe or disaster, shortage of water, or pipeline failures shall not give rise to any claim on the part of Bentley, or customers of Bentley, against Wichita or its water utility. In such cases, Wichita will make reasonable efforts to restore normal water service.

9.2 Wichita agrees that it will not restrict or interrupt water service to Bentley pursuant to this Agreement by reason of a shortage of water unless service to Wichita's retail water customers is subject to similar limitations.

9.3 To ensure continued flow and the ability to draw and pump water, Wells 29 thru 32 will be retrofitted with back-up power connections in the event that electrical power is disrupted. Should back-up power be desired by Bentley it shall be Bentley's responsibility to provide an appropriate and reliable portable generator.

Article 10
Operation and Maintenance

10.1 Bentley shall be fully responsible for the operation and maintenance of the water distribution system owned by Bentley, except as otherwise provided herein, and Bentley agrees to indemnify and hold Wichita harmless of and from any claim or legal action against Wichita or Bentley arising from the operation or maintenance by Bentley of water systems owned by Bentley, or any part or extension thereof.

In the event that it is necessary to temporarily stop the flow of water into the Bentley transmission system, an authorized representative of Bentley shall be permitted to shut off the water supply by use of the valve located outside the meter vault. In the event that such discontinuance of service is necessary, Bentley shall notify the Wichita Water Utilities by contacting the Water Production and Pumping Superintendent or his/her authorized

representative and specify the period of time the water supply will be discontinued before closing the valve. Likewise, Bentley shall notify Wichita prior to reopening the valve.

In the event such discontinuance of service is initiated by Wichita, Wichita will likewise notify Bentley.

Article 11
Agreement Term and Renewal

11.1 The term of this Agreement shall be twenty (20) years. Upon mutual agreement between Bentley and Wichita, this Agreement may be extended for an additional period of up to ten (10) years under the same terms and conditions as contained herein.

11.2 Bentley shall notify Wichita before the end of the sixteenth (16th) year of this Agreement as to whether Bentley wishes to extend this Agreement.

11.3 If Wichita and Bentley fail to agree on an extension of this Agreement before the end of the seventeenth (17th) year of this Agreement, this Agreement shall terminate at the end of the twentieth (20th) year.

11.4 In the event this Agreement terminates, Bentley shall disconnect its water distribution system from Wichita's pipeline connection no later than one (1) year following expiration of this Agreement. All water sold to Bentley after such date shall be subject to a 100% surcharge above the rates as defined in Article 8.

11.5 In the event this Agreement expires as provided in §11.3 above, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until Bentley has actually disconnected from Wichita's water system and Bentley has paid all amounts due Wichita under the terms of this Agreement or any amendments thereto.

Article 12
Notices and Mediation

12.1 All notices required to be given herein shall be in writing and shall be delivered in person or mailed by certified mail to the following addresses:

(a) All notices to Wichita:

City Clerk
City Hall – 13th Floor
455 North Main
Wichita, KS 67202
Phone: 316-268-4515
Fax: 316-268-4514

Director of Utilities
City Hall – 8th Floor
455 North Main
Wichita, KS 67202

(b) All notices to Bentley:

Mayor, City of Bentley
City Clerk

(c) All emergencies notices:
Richard W. Robinson
Wellfield General Maintenance Supervisor
Office: 830-2881
Cell: 772-6635
Home: 830-2192

12.2 In the event negotiation of any terms or conditions takes place between the parties as called for and defined in this Agreement, and if no agreement is reached as a result of such negotiation, the parties hereto agree to attempt mediation. Such mediation shall take place by appointment of an individual mediator chosen from a list of names to be submitted to both parties from the League of Kansas Municipalities or other such entity as may be mutually agreed upon by the parties hereto. Such mediation shall be undertaken by the parties hereto in good faith, but the same shall be non-binding.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be signed by their respective officer duly authorized so to do on the dates set forth below.

THIS AGREEMENT SHALL BE EFFECTIVE on the date first above written and upon execution of each party hereto.

CITY OF BENTLEY	**CITY OF WICHITA** By order of the City Council
_____ Mayor	_____ Carl Brewer, Mayor
ATTEST:	**ATTEST:**
_____ City Clerk	_____ Karen Sublett, City Clerk
APPROVED AS TO FORM	APPROVED AS TO FORM
_____ Brad Jantz, City Attorney	_____ Gary E. Rebenstorf, Director of Law

Attachments

1. Schedule of Projected Water Usage
2. Bentley Service Area Map

Attachment 1
Schedule of Projected Water Usage

YEAR	GALLONS	YEAR	GALLONS
2009	10,800,000	2019	16,700,000
2010	11,200,000	2020	17,400,000
2011	11,700,000	2021	18,200,000
2012	12,200,000	2022	19,000,000
2013	12,800,000	2023	19,800,000
2014	13,400,000	2024	20,700,000
2015	14,000,000	2025	21,600,000
2016	14,600,000	2026	22,600,000
2017	15,300,000	2027	23,700,000
2018	16,000,000	2028	24,800,000

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council Members

SUBJECT: Water Schedule of Rates and Charges Ordinance - Amended Ordinance

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendation: Approve the amended Ordinance for Section 17.12.090 of the Code of the City of Wichita and approve first reading of the Ordinance.

Background: The amended Ordinance adopted by City Council on July 22, 2008, provided for a schedule of rates and charges for water service.

Analysis: Water Utilities is making an effort to reduce bad debt write-offs and ensure that services are not being obtained fraudulently. In order to expedite this, the Utility is utilizing an OnLine Utility Exchange Service that verifies the applicant's personal information and identifies the individual's credit risk based on outstanding debts with other utilities. The service will only be used for new customers to the Utility and not for the transfer of services.

Financial Considerations: The amended Ordinance will allow Water Utilities to more accurately recoup expenses. Origination fees for current accounts will be increased from $11.50 to $15.00 to pay for the cost of the reporting service.

Goal Impact: This action will ensure efficient infrastructure by providing reliable, compliant and secure utilities.

Legal Considerations: The proposed amended Ordinance has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the amended Ordinance; 2) approve first reading of the Ordinance; and 3) authorize the necessary signatures.

Attachments: Ordinance amending Section 17.12.090 of the Code
Delineated Ordinance

ORDINANCE NO.48-324

AN ORDINANCE AMENDING SECTION 17.12.090 AS AMENDED BY ORDINANCE NO. 47-984 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 17.12.090, as amended by Ordinance No. 47-984, of the Code of the City of Wichita is hereby amended to read as follows:

WATER RATES AND CHARGES. On and after January 1, 2009, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

I. MINIMUM WATER SERVICE CHARGES

Minimum water service charges per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the Director of Water & Sewer shall not be assessed minimum water service charges.

A. METERED WATER SERVICES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2009 & Beyond
5/8 inch	**$** 7.27
3/4 inch	7.32
1 inch	7.52
1 1/2 inch	7.79
2 inch	8.50

3 inch	13.87
4 inch	15.86
6 inch	20.49
8 inch	25.78
10 inch	29.10
12 inch	36.38

OUTSIDE CITY & WHOLESALE METERED WATER SERVICES

MINIMUM MONTHLY

WATER METER SIZES	2009 & Beyond
5/8 inch	**$** 11.63
3/4 inch	11.71
1 inch	12.03
1 1/2 inch	12.46
2 inch	13.60
3 inch	22.19
4 inch	25.38
6 inch	32.78
8 inch	41.25
10 inch	46.56
12 inch	58.21
16 inch	158.18

B. FLAT RATE/UNMETERED MONTHLY CHARGES

2009 & Beyond
$ 14.74

C. FIRE PROTECTION MONTHLY CHARGES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2009 & Beyond
5/8 inch	**$** .91
3/4 inch	.94
1 inch	1.05
1 1/2 inch	1.25
2 inch	1.74
3 inch	5.29
4 inch	6.62
6 inch	9.70

8 inch	13.21
10 inch	15.40
12 inch	20.25

OUTSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2009& Beyond
5/8 inch	**$** 1.45
3/4 inch	1.50
1 inch	1.68
1 1/2 inch	2.01
2 inch	2.79
3 inch	8.47
4 inch	10.59
6 inch	15.53
8 inch	21.14
10 inch	24.65
12 inch	32.41

II. WATER VOLUME CHARGES

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichtia Water Utilities.

A. AVERAGE WINTER CONSUMPTION

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the calculation of an AWC for particular customers, the Director of Utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty eight to thirty one days) is used, the actual or minimum AWC shall be adjusted accordingly on a daily basis.

B. RETAIL VOLUME CHARGES

INSIDE CITY

	Rates Per 1,000 Gallons 2009 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.17
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 4.45
Block 3: Metered Consumption Above 310% of AWC	**$** 6.69

OUTSIDE CITY

	Rates Per 1,000 Gallons 2009 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.87
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 7.12
Block 3: Metered Consumption Above 310% of AWC	**$** 10.69

C. RETAIL VOLUME CONSERVATION CONTRACT RATES

In order to obtain significant reductions in customers' annual water use, through more efficient use of Wichita's water resources, the Director of Utilities is empowered to negotiate and execute contracts with retail customers which provides for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contact rate. The Director of Utilities is further empowered to establish such rules and regulations in contract terms as may be necessary to most equitably carry out the intent of this section. Rules and regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written

application to the Director of Utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the Director of Utilities. If the Director of Utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

(PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE - PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE) x ((PRIOR YEAR'S ANNUAL WATER USE/1,000) x (1 - (PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED / PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED)))

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the Director of Utilities.

INSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2009 & Beyond
Block 1: All Metered Consumption	**$** 2.25

OUTSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2009 & Beyond
Block 1: All Metered Consumption	**$** 3.60

D. WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2009 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.26
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 6.51
Block 3: Metered Consumption Above 310% of AWC.	**$** 9.73

E. UNIFORM WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2009 & Beyond
All Metered Consumption	**$** 1.65

F. NON POTABLE VOLUME RATES

	Rates Per 1,000 Gallons 2009 & Beyond
All Metered Consumption	**$** .81

III. ASSOCIATION OF LAWN SERVICES

In all cases where practical and appropriate, lawn service accounts shall be associated with the primary service account at a particular service location. The individual consumption amounts for the primary service account and the lawn service accounts shall be added together and the total consumption for the billing period shall be allocated to the appropriate water volume charge rate blocks and volume charges calculated therefor. The consumption as recorded on billings rendered in the months of December, January, February and March for both the primary and lawn service accounts shall be used to calculate the average winter consumption used in apportioning water usage among the volume rate blocks whenever lawn service accounts are associated with primary service accounts.

IV. LATE CHARGES

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

V. MISCELLANEOUS CHARGES

When termination of water service has been ordered by the department for any cause, the customer shall be charged the sum of thirteen ($13.00) dollars to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional thirteen ($13.00) dollars to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee of thirteen ($13.00) dollars shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee of thirteen ($13.00) dollars shall be required for the reconnection of the lawn service at the same location.

Other charges and billing for special services, such as but not limited to account origination fees, damages and/or vandalism to Utility infrastructure and appurtenances, etc., shall be determined by the Director of Utilities and subject to review and change at any time.

VI. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be

charged inside city rates for water service.

SECTION 2. The original of Section 17.12.090, as amended by Ordinance No. 47-984 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after April ___, 2009, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 12th day of MAY, 2009.

_____
Carl Brewer, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf,
Director of Law

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council Members

SUBJECT: 21st St. Corridor improvement, from Waco to Broadway (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Project.

Background: The 2007-2016 Capital Improvement Program (CIP) includes funding to improve 21st Street from Woodland to Broadway, the 21st and Broadway intersection, and conversion of Park Place and Market to two-way from 20th Street to 21st Street. On September 18, 2007, the City Council approved the design concept and a portion of the budget for right-of-way acquisition and utility relocation for the 21st Street and Broadway intersection. On October 7, 2008, the City Council approved the design concept for 21st Street from Waco to Broadway, including the conversion of Market and Park Place to two-way. During the design phase the 21st Street coordinating committee revised the scope of the 21st Street, Broadway to Woodland project to Broadway to Waco.

Analysis: To reduce the impact on affected property owners and tenants, plans for the three components of the improvements described above are being combined into one plan set to be bid as one project. The project will include constructing left turn lanes on all approaches at 21st and Broadway, re-constructing 21st to a three-lane roadway with streetscaping from Broadway to Waco, and converting Park Place and Market to two-way from 20th Street to 21st Street. Construction is planned to begin this summer. The right-of-way acquisition is nearing completion and Westar has obtained an additional easement they need in order to move the large power pole on the northeast corner of 21st and Broadway. An agreement has been prepared to compensate Westar for moving the pole, which is currently in a private easement that was acquired for road right-of-way.

Financial Considerations: The City Council previously allocated $2,000,000 for right-of-way acquisition and utility relocation, which has been expended. The construction budget requested at this time is $5,750,000 for a total budget of $7,750,000. The funding source is General Obligation bonds. 21st St. and Broadway is budgeted for $4.0 million; 21st St., between Woodland and Broadway $2.75 million; Park Place/Market conversion $500,000 and International Market Place $500,000. Funding for the project is currently programmed in the CIP in years 2008-2011. Westar's estimated cost to relocate their pole is $144,153 which has been accounted for in the budget.

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 and Agreement as to legal form.

Recommendation/Action: It is recommended that the City Council approve the Project, approve the Agreement, place the Amending Ordinance on First Reading and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Agreement and Amending Ordinance.

ELECTRIC LINE MODIFICATION/RELOCATION AGREEMENT

WESTAR ENERGY, INC., a Kansas corporation ("WESTAR"), hereby agrees with The City of Wichita, ("CUSTOMER) that WESTAR will provide the labor, equipment, materials and supplies to modify or relocate the electric power line on the property herein described, according to the terms and conditions set forth below.

1. The parties agree that the line modification/relocation is necessary to improve the following described real property, so that the property will be suitable for CUSTOMER'S intended use:

   Relocation of line #138.29, structure #71, located at the northeast corner of 21st and Broadway in Wichita, allowing the widening of 21st Street.
   A tract of land in the South Half of the Southwest Quarter of the Southwest quarter of Section 4, Township 27 South, Range 1 East of the 6th P.M.

2. CUSTOMER shall be liable for the final cost of the line modification/relocation. The final cost shall be based on the actual labor, equipment, supplies, materials and property acquisitions (such as easements or rights of way), needed to modify or relocate the line in accordance with standard industry practice and in order for the line to comply with WESTAR standards and the National Electric Safety Code. WESTAR estimates at this time that the cost of the line modification/relocation will be $144,153.00. The cost and conditions relating to property acquisition if applicable shall be attached and incorporated to this agreement and labeled "Appendix A."

3. CUSTOMER shall make the payment for the final costs upon receipt of invoice after completion of the work.

4. Provided the foregoing conditions have been met, WESTAR shall begin work on the line on or before March 15, 2009 and shall have the modification or relocation completed on or before July 1, 2009. However, WESTAR may adjust or extend this work schedule as weather conditions require.

5. When the line modification or relocation is complete, WESTAR shall submit to CUSTOMER an invoice for the final modification/relocation costs, less any amount CUSTOMER has already paid. CUSTOMER shall then have 30 days from receipt of the invoice to pay WESTAR the amount due. If modification/relocation costs are less than the amount already paid by CUSTOMER, WESTAR shall refund the balance to the CUSTOMER within 90 days of the completion of the work.

6. The Kansas Overhead Power Line Accident Prevention Act, K.S.A. 66-1709 et seq., prohibits certain activity which is likely to place people, machinery or equipment within 10 feet of an overhead power line. Both prior to and after completion of the line modification/relocation, CUSTOMER shall be responsible for limiting or prohibiting any work or activity on the above-described property, which activity is likely to violate the Overhead Power Line Act or to otherwise risk bodily injury or damage. CUSTOMER agrees to indemnify, hold harmless and defend WESTAR for any claims from CUSTOMER'S duties described in this paragraph.

Executed this 4 day of March, 2009.

WESTAR ENERGY, INC.

By: _____

Print: _____

Title: _____

Attest: _____

APPROVAL AS TO FROM:

_____
Gary Rebenstorf, Director of Law

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

132019

Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. **47-579** OF THE CITY OF WICHITA, KANSAS DECLARING THE **INTERSECTION OF 21ST STREET AND BROADWAY AND 21ST STREET BETWEEN BROADWAY AND WACO (472-84295)** 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 1 of Ordinance **No. 47-579** is hereby amended to read as follows:

"SECTION 1. SECTION 2 of Ordinance No. **46-839** is hereby amended to read as follows:

> SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to the **intersection of 21st Street and Broadway and 21st Street between Broadway and Waco (472-84295)** as a main trafficway in the follow particulars:
>
> The design, construction, relocation of utilities and acquisition of right-of-way as necessary for a major traffic facility."

SECTION 2. SECTION 2 of Ordinance **No. 47-579** is hereby amended to read as follows:

"SECTION 2. SECTION 3 of Ordinance **No. 46-839** is hereby amended to read as follows:

SECTION 3. The cost of the construction of the above described improvements is estimated to be **Seven Million Seven Hundred Fifty Thousand Dollars ($7,750,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 3. The original SECTIONS 1 and 2 of Ordinance **No. 47-579** are hereby repealed.

SECTION 4. 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

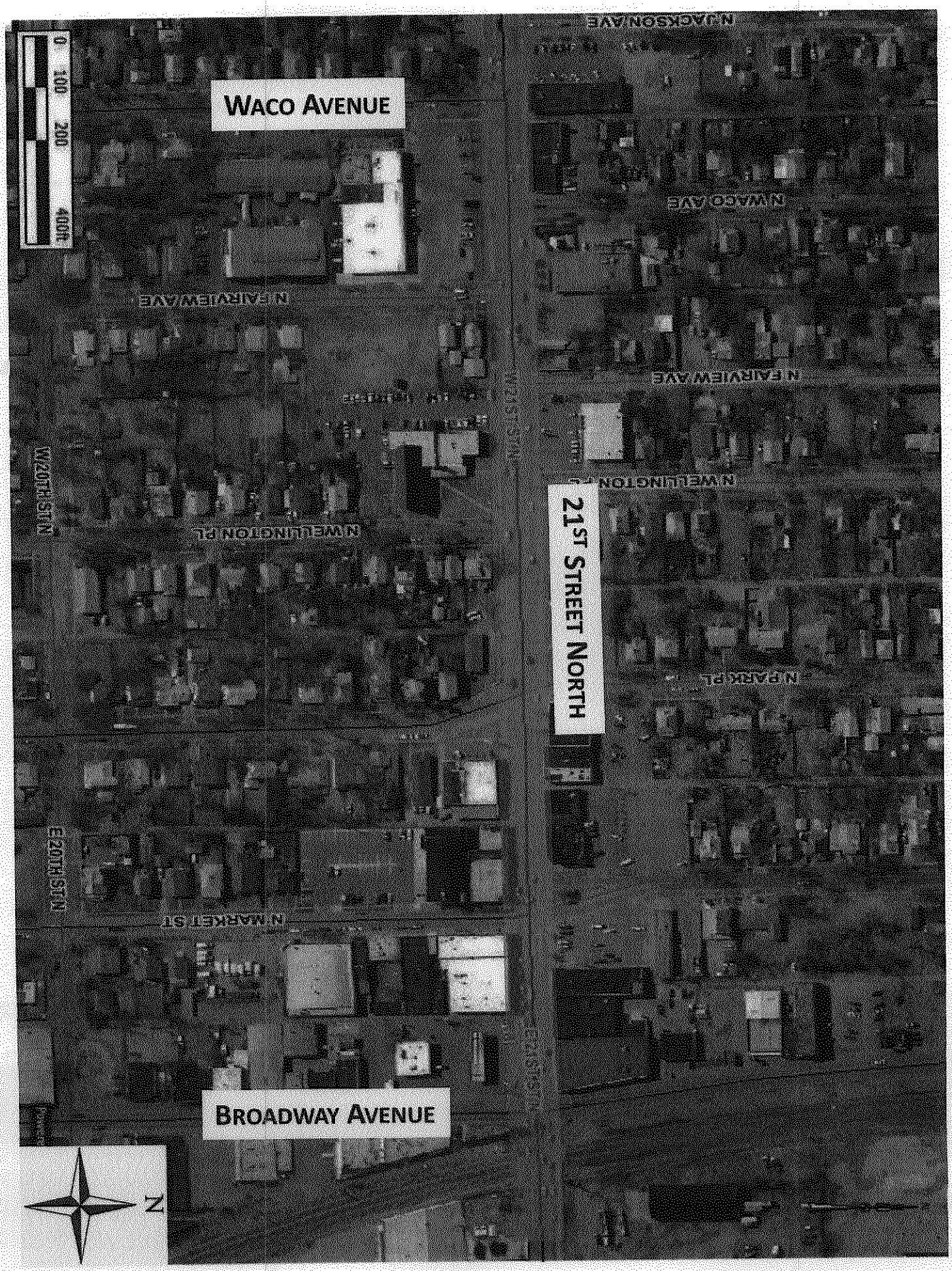
ATTEST:

_____
Karen Subleltt, City Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Gary Rebenstorf
Director of Law


N JACKSON AVE
WACO AVENUE
N WACO AVE
N FAIRVIEW AVE
N FAIRVIEW AVE
N WELLINGTON
21ST STREET NORTH
N WELLINGTON PL
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N PARK PL
E 20TH ST N
N MARKET ST
BROADWAY AVENUE
0
100
200
400ft
N

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	Eng	4/15/2009	21st St. Improvement, Waco - Broadway

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

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.	$7,750,000			$7,750,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Railroad				
Totals	$7,750,000			$7,750,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472-84295

13. Recommendation: Approve the project, agreement, and amending Ordinance

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council

SUBJECT: COPS Hiring Recovery Program Grant Application

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Ratify submission of grant application.

Background: Under the U.S. Department of Justice COPS Hiring Recovery Program (CHRP) cities are eligible for grant funds to pay 100 percent of the salary and benefit costs for new Police Officers. CHRP is designed to help cities hire hew Police Officers, re-hire laid-off officers, or retain officers who may be laid off in the future. The application process is expected to be very competitive.

Police staff prepared a grant application requesting 10 Police Officers. Based on administrative policy, grant applications should be approved by the City Council prior to submission, but the CHRP had a very short turnaround time, requiring grant applications be submitted by April 14, 2009. Under City Administrative Regulation 2.4, the City Manager waived the provision for formal Council approval prior to the submittal of the grant application where delay would invalidate the $2,045,970 grant application.

Analysis: WPD completed the application in an effort to secure funding for 10 new commissioned police officers to supplement staffing for 15 officers currently on active military leave. If approved, the officers would be included in the next recruit class. The grant would fund their salaries and benefits for three years, and requires the WPD retain the positions for a minimum of 12 months past the conclusion of the grant.

Financial Considerations: WPD applied for a total of $2,045,970, or approximately $700,000 annually for 3 years. Additional General Funds, estimated at $90,000 per year, would be required for fleet and other operating expenses. At the conclusion of the three year grant period, the annualized cost to the General Fund is $830,449. Initial equipment and vehicle purchases would be funded from the Justice Assistance Grant (JAG) grant.

	2009	2010	2011	2012	2013
COPS grant	231,321	669,969	687,991	456,689	0
GF Support	24,255	85,705	87,976	332,987	830,449
JAG grant	158,600	0	0	0	0
Total	$414,176	$755,674	$775,967	$789,676	$830,449

Goal Impact: Under the City of Wichita's Safe and Secure Initiative, the 10 additional officers will help to insure the police department can continue its emphasis on the community policing philosophy. This philosophy relies on the positive interactions between the police, other public servants and community members to serve our community's needs regarding safety, crime prevention, and crime-related quality-of-life issues.

Legal Considerations: None

Recommendations/Actions: It is recommended the City Council ratify the Cops Hiring Recovery grant application.

Attachments: Copy of grant application submission.

Application for Federal Assistance SF-424

Version 02
OMB Number: 4040-0004
Expiration Date: 01/31/2009

1. Type of Submission:

- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

2. Type of Application:

- [x] New
- [ ] Continuation
- [ ] Revision

If Revision, select appropriate letter(s)

Other (Specifty)

3. Date Received : 4/10/2009

4. Applicant Identifier: KS08703

5a. Federal Entity Identifier:

5a. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

a. Legal Name: Wichita, City of

b. Employer/Taxpayer Identification Number (EIN/TIN): 486000653

c. Organizational DUNS: 043063460

d. Address:

Street 1: 455 N. Main - 4th Floor
Street 2:
City: Wichita
County:
State: KS
Province:
Country:
Zip / Postal Code: 67202

e. Organizational Unit:

Department Name: Wichita Police Department

Division Name: Support Services Bureau

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
First Name: Norman
Middle Name: D.
Last Name: Williams
Suffix:

Title: Chief of Police

Organizational Affiliation:

Telephone Number: 3162684158

Fax Number: 3168587704

Email: nwilliams@wichita.gov

Application for Federal Assistance SF-424 Version 02

9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

Other (Specify):

10 Name of Federal Agency:

Office of Community Oriented Policing Services

11. Catalog of Federal Domestic Assistance Number:

CFDA # = 16.710

CFDA Title: Public Safety Partnership And Community Policing Grants

12 Funding Opportunity Number:

COPS-CHRP-2009-1

Title: CHRP

13. Competition Identification Number:

Title: COPS Hiring Recovery Program

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Wichita, KS

15. Descriptive Title of Applicant's Project:

Safe and Secure Supplemental Hiring Program

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:

a. Applicant: 4th b. Program/Project: 4th

17. Proposed Project:

a. Start Date: 7/6/2009 b. End Date: 12/31/2013

18. Estimated Funding ($):

a. Federal 2045959

b. Applicant

c. State

d. Local

e. Other

f. Program Income

g. TOTAL 2045959

19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

By clicking this box and typing my name below, I also certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

☒ I AGREE

** The certifications and assurances as well as grant terms and conditions can be reviewed at www.cops.usdoj/????.

Authorized Representative:

Prefix: Mr. First Name: Norman

Middle Name: D.

Last Name: Williams

Suffix:

Title: Chief of Police

Telephone Number: 3162684158 Fax Number: 3168587704

Email: nwilliams@wichita.gov

Signature (Typed Name) of Authorized Representative: Chief Norman D. Williams Date Signed: 4/13/2009

Applicant Federal Debt Delinquency Explanation

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

COPS Hiring Recovery Program (CHRP) Application

COPS Application Attachment to SF-424

The COPS Hiring Recovery Program (CHRP) is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to create and preserve jobs and to increase their community policing capacity and crime-prevention efforts. CHRP funding is available to hire full-time career law enforcement officers. There is no local matching requirement, but grant funding will be based on your agency's current entry-level salaries and benefits for sworn officer positions. Any additional costs for higher salaries and benefits for positions hired under the CHRP grant must be paid for by the grantee agency.

In preparing your agency's grant application, please be advised that grantees are prohibited from reducing state, local, or tribal funding for sworn officer positions as a direct result of applying for and/or receiving this CHRP grant. Instead, this program is intended to supplement the amount of state, local, or tribal funding that your agency would otherwise be able to budget for sworn officer positions.

In addition, at the conclusion of federal funding, grantees must retain all sworn officer positions awarded under the CHRP grant. The retained CHRP-funded positions should be added to your agency's law enforcement budget with state and/or local funds, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant.

To the extent possible, all data should come from a publicly verifiable source, and documentation may be requested by the COPS Office. This information will be used to evaluate your jurisdiction's need for federal assistance to address its public safety needs and to preserve and create jobs.

SECTION 1: EXECUTIVE INFORMATION

Note: Listing individuals without ultimate programmatic and financial authority for the grant could delay the review of your application, or remove your application from consideration.

A. Applicant ORI Number: KS08703

B. Applicant DUNS Number: 043063460

A Data Universal Numbering System (DUNS) number is required. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. For more information about how to obtain a DUNS number, please refer to the How to Apply section of the COPS Application Guide.

C. Central Contractor Registration (CCR)

All applicants are required to maintain current registrations in the Central Contractor Registration (CCR) database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and sub-recipients. For more information about how to register with the CCR, please refer to the How to Apply section of the COPS Application Guide. Please note that applicants must update or renew their CCR at least once per year to maintain an active status.

Does your agency have an active registration with the Central Contractor Registry?

☒ Yes ☐ No

If no, will your agency agree to have an active registration with the Central Contractor Registry before any COPS grant funding is awarded?

☐ Yes ☐ No

D. GNIS ID: 0485662

Please enter your Geographic Names Information System (GNIS) Identification Number. This is a unique ID assigned to all geographic entities by the U.S. Geological Survey. To look up your GNIS Feature ID, please go to the website: http://.geonames.usgs.gov/domestic/index.html. For more information about how to obtain a GNIS number, please refer to the How to Apply section of the CHRP Application Guide.

E. Law Enforcement Executive/Program Official Information:

For Law Enforcement Agencies: Enter the law enforcement executive's name and contact information. This is the highest ranking law enforcement official within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent).

Title: Chief of Police

First Name: Norman MI: D Last Name: Williams Suffix:

Agency Name: Wichita Police Department

Street Address 1: 455 N. Main St. - 4th Floor

Street Address 2:

City: Wichita State: KS Zip: 67202

Telephone: 3162684158 Fax: 3168587704

Email: nwilliams@wichita.gov

Type of Agency: Police

F. Government Executive/Financial Official Information:

For Government Agencies: Enter the government executive's name and contact information. This is the highest ranking official within your jurisdiction (e.g., Mayor, City Administrator, Tribal Chairman, or equivalent).

Title: City Manager

First Name: Robert MI: Last Name: Layton Suffix:

Agency Name: City of Wichita

Street Address 1: 455 N. Main - 13th Floor

Street Address 2:

City: Wichita State: KS Zip: 67202

Telephone: 3162684351 Fax: 3162684333

Email: rlayton@wichita.gov

Type of Agency: City

SECTION 2: GENERAL AGENCY INFORMATION

A. General Applicant Information

Department of Justice

Enter your jurisdiction's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency from which your jurisdiction receives the most federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Budget.

2. Fiscal Year: 1/1/2009 to 12/31/2009 (mo/day/yr) Enter your jurisdiction's fiscal year.

3. Jurisdictional population as of the 2000 U.S. Census: 344284

☐ Check here if the jurisdictional population is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.). (If checked, skip Question 4 and go to Question 5)

4. Enter the total jurisdictional population as of the 2007 Census Estimate. The Census Estimate can be looked up in the American FactFinder at http://FactFinder.census.gov.

351174

5. If the jurisdictional population is not represented by U.S. Census figures, please indicate the size of the population in 2007:

_____

Please indicate the source of this estimate:

6. Do officers have primary law enforcement authority for this entire jurisdictional population? [An agency with primary law enforcement authority is defined as the first responder to calls for service, and has ultimate and final responsibility for the prevention, detection, and/or investigation of crime within its jurisdiction.]

☒ Yes ☐ No

a) If NO, what is the actual population for which your department has primary law enforcement authority? For example, your service population may be the 2007 Census Estimate minus the population of the incorporated towns and cities that have their own police departments within your geographic boundaries.

_____

B. Law Enforcement Agency Information

1. Enter the Current Fiscal Year Budgeted Sworn Force Strength:

Full-time: 667 Part-time: 0

The budgeted number of sworn officer positions is the number of sworn positions your agency has funded within its budget, including state, Bureau of Indian Affairs, and locally-funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

2. Enter the Actual Sworn Force Strength as of the Date of This Application:

Full-time: 667 Part-time: 0

The actual number of sworn officer positions is the actual number of sworn positions employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

SECTION 3: CHRP PROGRAM REQUEST

Your agency may apply for COPS funds to use on or after the official grant award start date to hire new, additional officer positions (including filling existing unfunded vacancies) or rehire officers who have already been laid off, or are currently scheduled to be laid off on a future date, as a result of state, local or tribal budget reductions. Please base your application request on your agency's current anticipated needs for funding in these primary categories. Please also be mindful of the initial three-year grant period and your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures.

As described in detail in the CHRP Application Guide, it is imperative that applicants understand that the COPS statute nonsupplanting requirement mandates that CHRP funds may be used only to supplement (increase) a grantee's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a grantee otherwise would have spent on officer positions if it had not received a CHRP award. This means that if your agency plans to:

(a) Hire new officer positions (including filling existing officer vacancies that are no longer funded in your agency's budget): It must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the CHRP Application Guide and Grant Owner's Manual;

(b) Rehire officers who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts: It must rehire the officers on or after the official grant award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the CHRP Application Guide and Grant Owner's Manual;

(c) Rehire officers who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts: It must continue to fund the officers with its own funds from the grant award start date until the date of the scheduled lay-off (for example, if the CHRP award start date is September 1 and the lay-off is scheduled for November 1, then the CHRP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off), identify the number and date(s) of the scheduled lay-off(s) in this application [see below], maintain documentation showing the date(s) and reason(s) for the lay-off, and otherwise comply with the nonsupplanting requirement as described in detail in the CHRP Application Guide and Grant Owner's Manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if the CHRP funds were not available, it may transfer the officers to the CHRP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHRP grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officers regarding the date(s) of the lay-offs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's CHRP grant records during the grant period and for three years following the official closeout of the CHRP grant in the event of an audit, monitoring, or other evaluation of your grant compliance.

When completing the questions below, please base your responses on your agency's current (at the time of application) needs for funding in the three hiring categories (new hires, rehires of previously laid off officers, and rehiring officers who are scheduled to be laid off on a specific future date). CHRP grant awards will be made for officer positions requested in each of these three categories and recipients of CHRP awards are required to use awarded funds for the specific categories awarded.

During the review of your agency's application, if the COPS Office reduces the number of positions you requested in the application, the COPS Office may contact you to obtain a new number of officer positions requested in each category.

How many CHRP sworn officer positions is your agency requesting (total)? 10

How many of the positions will be:

(a) To hire new, additional officer positions (including to fill existing vacancies that are no longer funded in your agency's budget)?

10

(b) To rehire officers who have already been laid off (at the time of application) as a result of state, local, or tribal budget reductions?

0

(c) To rehire officers who are (at the time of application) currently scheduled to be laid off on a specific future date as a result of state, local, or tribal budget reductions?

0 (# Positions)

Date of the scheduled lay-off for these officers

If your agency has planned multiple future lay-off dates, please use the additional space below:

(# Positions)

Date of the scheduled lay-off for these officers

(# Positions)

Date of the scheduled lay-off for these officers

Special Reminder for Rehired Officers:

The CHRP program awards funding based on your agency's entry-level salary and benefits package. Any additional (higher than entry-level) salary and benefits expenses for rehired officers must be paid by your agency.

Certification Regarding Scheduled Lay-Offs:

If your agency plans to use CHRP funds to rehire officers who are currently scheduled to be laid off on a future date (under category c above), please certify (by checking the appropriate boxes) to the following:

Certification:

- ☐ My agency has and will maintain documentation showing the date(s) of the scheduled lay-off(s) and demonstrating that the scheduled lay-off(s) is/are occurring for fiscal reasons that are unrelated to the availability or receipt of CHRP grant funds (as described above).
- ☐ My agency will use its own funds to continue funding these officers until the scheduled date(s) of the lay-off(s) and will use CHRP funds to rehire these officers only on or after the scheduled date of the lay-off(s).
- ☐ My agency recognizes that the CHRP program provides funding based on our entry-level salary and benefits package and that any additional costs for rehired officers beyond entry-level are our responsibility to pay with other sources of funding.

If an applicant receives an award, and after receiving the awards needs to change the hiring categories, it must request a post-award grant modification to change the categories of hiring and receive prior approval before spending CHRP funding by calling the COPS Office Response Center at 1-800-421-6770.

The American Recovery and Reinvestment Act (Recovery Act) requires grantees to report their financial and programmatic progress within 10 days after the end of each calendar quarter. The Recovery Act reporting requirements are in addition to quarterly financial status report and quarterly programmatic progress report requirements. The COPS Office plans to request information from grantees consistent with Section 1512 of the Recovery Act, including collecting information on the number of new jobs created and the number of jobs preserved using CHRP funding. Awarded agencies will be required to submit information in a timely manner as a condition of the award. The COPS Office is then required to post data from grantee reports to Recovery.gov. Please be advised that the submission of programmatic and financial reports on a timely basis is a significant condition of the CHRP grant and a violation of the grant requirement may result in termination of grant funding or other remedies.

In order to aid in compliance with the reporting requirements, awarded agencies should be prepared to track and report CHRP funding separately from other funding sources (including other COPS and federal grants) to ensure accurate financial and programmatic reporting on a timely basis. Your agency should ensure that you have financial internal controls in place to monitor the use of CHRP funding and ensure that its use is consistent with grant terms and conditions. Good practices in this area would include written accounting practices, an accounting system that tracks all drawdowns and grant expenditures, and the ability to track when each CHRP position funded is filled or vacant (including if the position was for a new hire or a re-hire).

SECTION 4: NEED FOR FEDERAL ASSISTANCE

1) Enter your law enforcement agency's total operating budget for the current AND previous two fiscal years.

CURRENT FISCAL YEAR (2009)	$71,211,211.00
PREVIOUS FISCAL YEAR (2008)	$67,805,497.00
PREVIOUS FISCAL YEAR (2007)	$65,364,066.00

2) Enter the total jurisdictional (city, county, state, tribal) operating budget for the current AND previous two fiscal years.

CURRENT FISCAL YEAR (2009)	$609,420,472.00
PREVIOUS FISCAL YEAR (2008)	$511,773,704.00
PREVIOUS FISCAL YEAR (2007)	$500,968,395.00

3) Enter the total jurisdictional (city, county, state, tribal) locally generated revenues for the current AND previous two fiscal years. Locally generated revenues may include locally generated property taxes, sales taxes and other taxes and revenue sources (for example, transportation taxes, transient lodging taxes, licensing fees, other non-property taxes and franchise taxes).

CURRENT FISCAL YEAR (2009)	$563,988,874.00
PREVIOUS FISCAL YEAR (2008)	$551,847,651.00
PREVIOUS FISCAL YEAR (2007)	$500,674,241.00

4) Enter the total jurisdictional (city, county, state, tribal) general fund balance for the current and previous two fiscal years.

CURRENT FISCAL YEAR (2009)	$23,051,084.00
PREVIOUS FISCAL YEAR (2008)	$24,465,739.00
PREVIOUS FISCAL YEAR (2007)	$23,053,725.00

5) Since January 1, 2008, what percentages of the following employees in your jurisdiction (city, county, state, tribal) have been reduced through lay-offs:

Civilian Law Enforcement Agency Personnel	0.00 %
Sworn Law Enforcement Agency Personnel	0.00 %
Other Government Agency Personnel	0.00 %

6) Since January 1, 2008, what percentages of the following employees in your jurisdiction (city, county, state, tribal) have been reduced through furloughs that have lasted or are scheduled to last a minimum of forty hours over the course of a fiscal year:

Civilian Law Enforcement Agency Personnel	0.00 %
Sworn Law Enforcement Agency Personnel	0.00 %
Other Government Agency Personnel	0.00 %

7) Since January 1, 2008 what percentages of the following employees in your jurisdiction (city, county, state, tribal) have been reduced due to official policies that limit your jurisdiction's ability to fill vacancies (i.e., hiring freezes):

Civilian Law Enforcement Agency Personnel	0.00 %
Sworn Law Enforcement Agency Personnel	0.00 %
Other Government Agency Personnel	0.00 %

8) The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. For jurisdictions with a Census population greater than 20,000, please go to the U.S. Census Bureau's American FactFinder (http://FactFinder.census.gov) to determine the percent of families in poverty in your jurisdiction based on the 2005-2007 ACS. For jurisdictions below 20,000 in population or not represented in the U.S. Census, please select the nearest best match for your jurisdiction (for example, the county in which your jurisdiction is located). Please see the CHRP Application Guide for additional information and help in using the American FactFinder.

Percent of families in poverty 11.50 %

9) The Bureau of Labor Statistic's' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website: (www.bls.gov/lau/data.htm) to find detailed instructions for looking up your local area's unemployment rate. As with the previous question, it may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). Please see the CHRP Application Guide for additional information and help in using the LAUS data.

Percentage unemployed for January 2009 5.80 %

Percentage unemployed for January 2008 3.90 %

10) Indicate your jurisdiction's estimated residential property foreclosure rate for calendar year 2008. This rate should be calculated as the total number of new default and auction foreclosure filings and new bank-owned foreclosures (REOs) in 2008 divided by the total number of residential households.

0.67 %

☐ Check here if the information necessary to calculate this rate is unavailable.

11) Indicate if your jurisdiction has experienced any of the following events since January 1, 2008:

☐ Military base closure or realignment.

☐ A declaration of natural or other major disaster or emergency has been made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. (42 U.S.C. 5121 et seq.)

☐ A declaration as an economically or financially distressed area by the state in which the applicant is located.

☐ Downgrading of the applicant's bond rating by a major rating agency.

☐ Has filed for or been declared bankrupt by a court of law.

☐ Has been placed in receivership or its functional equivalent by the state or federal government.

12) Indicate if, since January 1, 2008, your jurisdiction has experienced an unplanned, non-recurring, capital outlay or unanticipated loss of revenue that has had a significant negative impact on your jurisdiction's fiscal health.

☒ Yes ☐ No

12a) If YES, please express the cost of this event as a percentage of your total current operating budget

3.70 % and please describe the event (please limit to 350 characters):

The 2009 Legislature has reduced FY2010 funding for Wichita by roughly $2.8m. Recent (beginning 4Qtr 2008) unexpected weakness in sales tax, motor vehicle tax and property value growth are projected to reduce FY2010 funding by $3.5m. Lower than expected interest rates will reduce revenues by $1.5m. This is 3.7% of the current GF operating budget.

13) Using UCR crime definitions enter the actual number of incidents reported to your jurisdiction in calendar year 2008 for the following crime types:

Criminal Homicide:	33
Forcible Rape:	286
Robbery:	492
Aggravated Assault:	1399
Burglary:	4147
Larceny (except motor vehicle theft):	14819
Motor Vehicle Theft:	1854

*Note: If your agency currently reports to NIBRS, or does not report crime incident totals at all, please ensure that your data is converted to UCR Summary Data style. Please see the CHRP Application Guide or the FBI's UCR Handbook (www.fbi.gov/ucr/handbook/ucrhandbook04.pdf) for more information.

SECTION 5: LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

Proposed Community Policing Plan

COPS grants must be used to initiate or enhance community policing activities. Please complete the following questions to describe the types of community policing activities that will result from CHRP funding. You may find more detailed information about community policing at the COPS Office web site http://www.cops.usdoj.gov/Default.asp?Item=36.

Community Partnerships

Community partnerships are on-going collaborative relationships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in the police.

My agency:

P1) Regularly distributes relevant crime and disorder information to community members.

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

P2) Routinely seeks input from the community to identify and prioritize neighborhood problems (e.g., through regularly scheduled community meetings, annual community surveys, etc.).

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

P3) Regularly collaborates with other local government agencies that deliver public services.

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

P4) Regularly collaborates with non-profit organizations and/or community groups.

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

P5) Regularly collaborates with local businesses.

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

P6) Regularly collaborates with informal neighborhood groups and resident associations.

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

Problem Solving

Problem solving is an analytical process for systematically 1) identifying and prioritizing problems, 2) analyzing problems, 3) responding to problems, and 4) evaluating problem solving initiatives. Problem solving involves an agency-wide commitment to go beyond traditional police responses to crime to proactively address a multitude of problems that adversely affect quality of life.

My agency:

PS1) Routinely incorporates problem-solving principles into patrol work.

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

PS2) Identifies and prioritizes crime and disorder problems through the routine examination of patterns and trends involving repeat victims, offenders, and locations.

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

PS3) Routinely explores the underlying factors and conditions that contribute to crime and disorder problems.

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

PS4) Systematically tailors responses to crime and disorder problems to address their underlying conditions.

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

PS5) Regularly conducts assessments to determine the effectiveness of responses to crime and disorder problems.

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

Organizational Transformation

Organizational transformation is the alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

My agency:

OC1) Incorporates community policing principles into the agency's mission statement and strategic plan.

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

OC2) Practices community policing as an agency-wide effort involving all staff (i.e., not solely housed in a specialized unit).

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

OC3) Incorporates problem-solving and partnership activities into personnel performance evaluations.

- ☐ a) does not currently do, and has no plans to implement under this grant
- ☐ b) does not currently do, and plans to initiate under this grant
- ☒ c) currently does, and plans to continue doing under this grant
- ☐ d) currently does, and plans to expand/enhance under this grant

Community Policing Plan Narrative (please limit to 2,000 characters)

Please describe your agency's implementation plan for this program (if awarded), with specific reference to each of the following elements of community policing: (a) community partnerships and support, including consultation with community groups, private agencies, and/or other public agencies; (b) related governmental and community initiatives that complement your agency's proposed use of CHRP funding; and (c) organizational transformation – how your agency will use these funds, if awarded, to reorient its mission to community policing or enhance its involvement in and commitment to community policing. This narrative will not be scored for selection purposes but serves, along with the previous questions, as your agency's community policing plan. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this plan. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving and community policing implementation tools.

If your organization receives this CHRP grant funding, these responses will be considered as your organization's community policing plan. We understand that your community policing needs may change during the life of your CHRP grant (if awarded), and minor changes to this plan may be made without prior approval of the COPS Office. We also recognize that this plan may incorporate a broad range of possible community policing strategies and activities, and that your agency may implement particular community policing strategies from the plan on an as-needed basis throughout the life of the grant. If your agency's community policing plan changes significantly, however, you must submit those changes in writing to the COPS Office for approval. Changes are "significant" if they deviate from the range of possible community policing activities identified and approved in this original community policing plan submitted with your application.

The Wichita Police Department functions wholly under the community policing philosophy. Under the City of Wichita's Safe and Secure Initiative, the Police Department seeks to provide professional public safety services in partnership with the community to prevent, reduce, and solve social issues, including crime, fear of crime, and neighborhood decay, in an effort to improve the quality of life in Wichita.
Since 2000, the City of Wichita has grown in population by 4% and geographically by 11.6%. Commissioned personnel have increased only 2.4%, and of those, 16 officers were dedicated to School Resource Officer Positions. The Department's long-term strategic planning called for the hiring of additional commissioned officers in 2009 and 2010. The additional officers will help to ensure the Police Department can continue to place an emphasis on its community policing philosophy. This philosophy relies upon positive interactions among police, other public servants, and community members to serve community needs regarding safety, crime prevention, and crime-related quality-of-life issues.
Current economic trends for this region have substantially reduced funding available to the City and Police Department, and have resulted in reductions for non-essential police services. Existing budget constraints preclude the hiring of additional commissioned police officers. The current number of positions vacant as a result of military deployment further reduces the Department's already inadequate staffing levels.
Our proposal under the CHRP is to hire 10 additional officers in 2009, to overfill the vacant positions of personnel currently on extended military leave. The positions will supplement staffing levels until the return of activated military personnel, and be retained as additional staffing after that time. The addition of 10 officers would bring staffing to levels commensurate with similar sized cities, ensuring consistent levels of police services and allow the Department to continue its emphasis on building partnerships with citizens, community groups, public and private agencies, and the business community.

CP1) To what extent is there community support in your jurisdiction for implementing the proposed grant activities?

- ☐ a) Minimal support
- ☐ b) Moderate support
- ☒ c) High level of support

CP2) If awarded, to what extent will the grant activities impact the other components of the criminal justice system in your jurisdiction?

- ☐ a) Potentially increased burden
- ☒ b) No change in burden
- ☐ c) Potentially decreased burden

SECTION 6: CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

Applicants must plan to retain all sworn officer positions awarded under the CHRP grant for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained CHRP-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of grant funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. At the time of grant application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the grant. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your grant compliance. Please refer to the frequently asked questions on retention which can be found here http://www.cops.usdoj.gov/Default.asp?Item=2115.

Has your agency planned to retain all additional sworn officer positions under this grant for a minimum of 12 months at the conclusion of 36 months of federal funding for each position?

☒ Yes ☐ No

Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention from the drop-down box listed below:

- ☒ General funds
- ☐ Raise bond/tax issue
- ☐ Asset forfeiture funds
- ☐ Private sources/donations
- ☐ Fundraising efforts
- ☐ Other (Please provide a brief description of the source(s) of funding not to exceed 75 words.)

Section 7: Budget Detail Worksheets

Instructions:

This worksheet will assist your agency in reporting your agency's current entry-level salary and benefits costs and identifying your agency's total three-year salary and benefits request per officer position. Please list the current entry-level base salary and fringe benefits rounded to the nearest whole dollar for one full-time sworn officer position within your agency. Do not include employee contributions.

Please complete the budget worksheet(s) based on your agency's current annual first year entrylevel salary and benefit package for your locally-funded officer positions. Please be advised that CHRP funding must only pay for entry-level salaries and benefits. Any additional costs incurred for higher than entry-level salaries and benefits for officers hired under the CHRP grant will be your agency's responsibility.

Note: Part-time positions will not be funded

Please refer to the CHRP Application Guide for additional information.

A. SWORN OFFICER POSITIONS

Instructions: Please complete the questions below based on your agency's current first year entry-level salary and benefits package for your locally-funded officers. [You will be asked to project Year 2 and Year 3 increases below.]

Part 1: Full-Time Sworn Officer Information

A . Current First Year Entry-Level Base Salary for One Sworn Officer Position $42,758.00

Please calculate the fringe benefit costs below based on the first year entry-level benefits for one sworn officer position.

B . FRINGE BENEFITS:	Cost:	% OF BASE:	ADDITIONAL INFORMATION:	
Social Security	**$0.00**	**0.00 %**	**Exempt: X**	**Fixed:**

Cannot exceed 6.2% of Total Base Salary. If less than 6.2%, exempt, or fixed rate, provide an explanation in "Part 2: Full-Time Sworn Officer Information".

Medicare	**$620.00**	**1.45 %**	**Exempt:**	**Fixed:**

Cannot exceed 1.45% of Total Base Salary. If less than 1.45%, exempt, or fixed rate, provide an explanation in the "Sworn Officer Position Budget Summary."

Health Insurance	**$10,980.00**	**25.68 %**		
Life Insurance	**$86.00**	**0.20 %**		
Vacation	**$0.00**	**0.00 %**	**Number of Hours Annually:**	**80**
Sick Leave	**$0.00**	**0.00 %**	**Number of Hours Annually:**	**48**
Retirement	**$7,483.00**	**17.50 %**		
Worker's Compensation	**$1,505.00**	**3.52 %**	**Exempt:**	
Unemployment Insurance	**$86.00**	**0.20 %**	**Exempt:**	

Other	**Cost:**	**$1,320.00**
Describe: Educational Pay	**% of Base:**	**3.09 %**
Other Night Differential Payments	**Cost:**	**$1,560.00**
Describe: Shift Differential Pay	**% of Base:**	**3.65 %**
Other	**Cost:**	
Describe:	**% of Base:**	**0.00 %**

Total Current First Year Entry-Level Benefits for One Sworn Officer Position	$23,640.00
C . Total Year 1 Salary + Total Year 1 Benefits	$66,398.00

Based on the current first year full-time entry-level salaries and fringe benefits, please project Year 2 and Year 3 increases and use these figures to calculate the full three-year salary and benefits amounts per sworn officer position that you are requesting through the CHRP grant.

Your agency must maintain records documenting how it calculated its Year 2 and Year 3 projections (and, accordingly, its total three-year salary and benefits amounts per officer position) in its CHRP grant records throughout the grant period and for three years following the official closeout of the COPS grant in the event of an audit, monitoring, or other evaluation of your grant compliance.

Year 2

Total Year 2 entry-level salary for one sworn officer position:	$43,866.00
Total Year 2 entry-level benefits for one sworn officer position:	$24,331.00

Year 3

Total Year 3 entry-level salary for one sworn officer position:	$44,963.00
Total Year 3 entry-level benefits for one sworn officer position:	$25,039.00

Total Three -Year Salary for one officer position:	$131,587.00
X Number of Sworn Positions Requested:	10
Total Three -Year Salary Project Cost =	$1,315,870.00
Total Three- Year Benefits for one officer position:	$73,010.00
X Number of Sworn Positions Requested:	10
Total Three -Year Benefits Project Cost =	$730,100.00
Total Three -Year Salary and Benefits for one Officer: Position:	$204,597.00
X Number of Sworn Positions Requested:	10
Total Project Cost =	$2,045,970.00

Part 2: Full-Time Sworn Officer Information

After completing Part 1 of this budget worksheet, answer the following questions. Be sure to answer EVERY question. Missing or erroneous information could delay the review of your agency's request.

1. If your agency's second and/or third-year costs for salaries and/or fringe benefits increase after the first year, check the reason(s) why in the space below:

- [x] Cost of living adjustment (COLA)
- [x] Step raises
- [x] Change in benefit costs
- [ ] Other - please explain briefly:

2. If an explanation is required for any of the following categories, please provide in the space below:

1) Social Security:

2) Medicare:

BUDGET SUMMARY

Budget Category	Category Total	Line #
A. Sworn Officer Positions	**$2,045,970.00**	**1**
Total Project Amount:	**$2,045,970.00**	
Total Federal Share Amount:	**$2,045,970.00**	

Contact Information for Budget Questions

Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.

Authorized Official's Typed Name:

First Name: Michelle

Last Name: Meyer

Title: Fiscal Analyst

Phone: 316-268-4115

Email: mmeyer@wichita.gov

SECTION 8: ASSURANCES

Several provisions of federal law and policy apply to all grant programs. The Office of Community Oriented Policing Services needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Grant Program Specialist at (800) 421-6770.

By the applicant's authorized representative's signature, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal grant funds. In particular, the applicant assures us that:

1. It has been legally and officially authorized by the appropriategoverning body (for example, mayor or city council) to apply for this grant and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.
2. It will comply with the provisions of federal law, which limit certain political activities of grantee employees whose principal employment is in connection with an activity financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501 ,et seq.
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if applicable.
4. It will establish safeguards, if it has not done so already, 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.
5. It will give the Department of Justice or the Comptroller Generalaccess to and the right to examine records and documents related to the grant.
6. It will comply with all requirements imposed by the Department of Justice as a condition or administrative requirement of the grant, including but not limited to: the requirements of 28 CFR Part 66 and 28 CFR Part 70 (governing administrative requirements for grants and cooperative agreements); 2 CFR Part 225 (OMB Circular A-87), 2 CFR 220 (OMB Circular A-21), 2 CFR Part 230 (OMB Circular A-1 22) and 48 CFR Part 31.000, et seq. (FAR 31.2) (governing cost priniciples); OMB Circular A-1 33 (governing audits) and other applicable OMB circulars; the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 CFR Part 38.1; the current edition of the COPS Grant Monitoring Standards and Guidelines; the applicable COPS Grant Owners Manuals; and with all other applicable program requirements, laws,orders, regulations, or circulars.
7. If applicable, it will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.
8. It will not, on the ground of race, color, religion, national origin, gender, disability or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); Title II, Subtitle A of the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and Department of Justice Non-Discrimination Regulations contained in Title 28, Parts 35 and 42 (subparts C, D, E and G) of the Code of Federal Regulatins. A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. B. If your organization has received an award for $500,000 or more and has 50 or more employees, then it has to prepare an EEOP and submit it to the Office for Civil Rights ("OCR"), Office of Justice Programs, 810 7th Street, N.W., Washington, DC 20531, for review within 60 days of the notification of the award. If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organizatinhas to complete Section B of the Certification Form and return it to OCR. If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR.
9. Pursuant to Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.
10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA.
11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.
12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.
13. It will comply with the Human Subjects Research Risk Protections requirements of 28 CFR Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 CFR Part 22, requiring the safeguarding of individually identifiable information collected from research participants.

14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned, rented or personally-owned vehicles.
15. It will not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.
16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level and/or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.
17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti- Lobby Act, 18 U.S.C. 1913.
18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the non-federal share (or, if the awarded grant does not contain a cost sharing requirement, contribute a non-federal share) equal to the amount seized in order to fully implement the grant project.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

[X] By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

Mr. Norman D. Williams, Chief of Police — 4/13/2009

Typed Name of Law Enforcement Executive (or Official with Programmatic Authority, as applicable) — Date

[X] By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

Mr. Robert Layton, City Manager — 4/13/2009

Typed Name of Government Enforcement Executive (or Official with Financial Authority, as applicable) — Date

SECTION 9: CERTIFICATIONS

Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements Coordination with Affected Agencies.

Although the Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signing this form complies with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "Government-Wide Debarment and Suspension (Nonprocurement),” 28 CFR Part 83 Government-Wide Requirements for Drug-Free Workplace (Grants)," and the coordination requirements of the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.1. Lobbying As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant
certifies that: A. 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 any agency, 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; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment or modification of any federal grant 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 this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient) As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Part 2867, Section 2867.437 - A. The applicant certifies that it and its principals: (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency; (ii) Have not within a three-year period preceding this application been convicted of or had a civi l judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility. (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (A)(ii) of this certification; and (iv) Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated forcause or default; and B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
3. Drug-Free Workplace (Grantees Other Than Individuals) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, for grantees, as defined at 28 CFR Part 83, Sections 83 and 83.510 - A. The applicant certifies that it will, or will continue to, provide a drugfree workplace by: (i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and speci fying the actions that will be taken against employees for violation of such prohibition; (ii) Establishing an on-going drug-free awareness program to inform employees about - (a) The dangers of drug abuse in the workplace; (b) The grantee's policy of maintaining a drug-free workplace; (c) Any available drug counseling, rehabilitation and employee assistance programs; and (d) The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace; (iii) 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 (i); (iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will - (a) Abide by the terms of the statement; and (b) 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;

(v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 1100 Vermont Ave., NW, Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant. (vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted - (a) 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 (b) 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; (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi). B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of performance (street address, city, county, state, zip code)

☐ Check if there are workplaces on file that are not identified here.

4. Coordination
The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

Grantee Agency Name and Address:

Wichita Police Department

Grantee IRS/ Vendor Number:

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

☒ By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

Mr. Norman D. Williams, Chief of Police — 4/13/2009

Typed Name of Law Enforcement Executive (or Official with Programmatic Authority, as applicable) — Date

☒ By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

Mr. Robert Layton, City Manager — 4/13/2009

Typed Name of Government Executive (or Official with Programmatic Authority, as applicable) — Date

SECTION 10: Disclosure of Lobbying Activities

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commit
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFPD E-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant identified in item 4 to influence the covered Federal action.
(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Disclosure of Lobbying Activities

KS08703

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Not Applicable X **If not applicable, then entire form, including signature area is grayed-out**

1. Type of Federal Action:		2. Status of Federal Action:	3. Report Type
☐ contract	☐ loan	☒ bid/offer/application	☒ initial filing
☒ grant	☐ loan guarantee	☐ initial award	☐ material change
☐ cooperative agreement	☐ loan insurance	☐ post-award	*For Material Change Only:*
			Year: *Quarter:*
			Date of Report:

4. Name and Address of Reporting

Entity: Prime & Subawardee

Tier , if known:

Congressional District (#), if known

5. If Reporting Entity in No. 4 is Subawardee, Enter

Name and Address of Prime:

Congressional District (number), if known:

6. Federal Department/Agency:

USDOJCOPS

7. Federal Program Name/Description:

CFDA Number, if applicable: **16.710**

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying

(if individual, last name, first name, MI):

Registrant

10. b. Individuals Performing Services

(including address if different from No.1 0a) (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 reported to the Congress semi-annually and 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.

Typed Name:

Title:

Phone: Date:

Federal Use Only: Authorized for Local Reproduction, Standard Form - LLL

SECTION 11: CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE WITH REQUIREMENTS

The signatures of the Law Enforcement Executive/Program Official and Government Executive/Financial Official, and any applicable program partners on the Certification of Review and Representation of Compliance with Requirements:

1) Assures the COPS Office that the applicant will comply with all legal, administrative, and programmatic applicant for acceptance and use of federal funds as outlined in the applicable COPS Application Guide; AND
2) Attests to the accuracy of the information submitted with this application (including the Budget Detail Worksheets).

The signatures on this application must be made by the actual executives named on this application unless there is an officially documented authorization for a delegated signature. If your jurisdiction has such an official document, it must be attached to this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.

Signatures shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

Please be advised that a hold may be placed on this application if it is deemed that the applicant agency is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, and/or is not cooperating with a COPS Office compliance investigation concerning a current grant award.

Person Submitting this Application

☒ By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

Please type your name here in place of your signature: Deputy Chief Terri S. Moses

Law Enforcement Executive

☒ By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

Please type your name here in place of your signature: Chief Norman D. Williams

Government Executive

☒ By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

Please type your name here in place of your signature: Robert Layton, City Manager

Agenda Item No. III-15.

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council

SUBJECT: Justice Assistance Grant (JAG)

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Approve the application.

Background: The City of Wichita Police Department and Sedgwick County Sheriff's Office have received notification they are eligible to receive 2009 Justice Assistance Grant (JAG) funding. For 2009, allocations were established by the State of Kansas. The allocations are $2,195,133 to the City of Wichita, and $104,575 to Sedgwick County. The application is due May 18, 2009.

For the past 5 years, the City of Wichita and Sedgwick County have split the JAG allocation equally.

Year	City of Wichita	Sedgwick County
2005	$203,888	$203,888
2006	$119,925	$119,925
2007	$233,248	$233,248
2008	$80,072	$80,072

The 2009 aggregate total for the City of Wichita and Sedgwick County is $2,299,708, which if shared equally, would equate to $1,149,854 each.

The City of Wichita and Sedgwick County are required to submit a disparate certification for JAG funding, specifying the amount of the funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used.

A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times (150 percent) more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Multiple disparate allocations occur when multiple cities or municipalities are collectively eligible to receive four times (400 percent) more than the county. JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General.

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the total eligible allocation. The joint application must specify the award distribution to each unit of local

government and the purposes for which the funds will be used. Sedgwick County will be the applicant/fiscal agent for the joint funds.

Analysis: Prior to beginning the JAG application process, a Memorandum of Understanding, MOU, will be signed by both Sedgwick County and City of Wichita officials, outlining the administration and distribution of the grant funds. The Sedgwick County Commission will hold a public hearing for the joint JAG application on May 13, 2009 to allow public comment by citizens. The Wichita Police Department will use their share of the JAG funding for Law Enforcement purposes to ensure a Safe and Secure Community.

Financial Considerations: The City of Wichita will receive $1,149,854 in 2009 Justice Assistance Grant funding. There is no local match requirement.

Radios	400,000
Radars-Traffic	100,000
Tasers	100,000
Digital Lab Equipment	110,000
Spider Console	40,000
Rental Vehicles	35,000
SWAT Vests	25,000
Police Equipment*	339,854
Total	**1,149,854**

*includes approximately $150,000 for COPS Grant officers

Goal Impact: Under the City of Wichita's Safe and Secure Initiative, the additional funding will help to insure the police department can continue its emphasis on the community policing philosophy. This philosophy relies on the positive interactions between the police, other public servants and community members to serve our community's needs regarding safety, crime prevention, and crime-related quality-of-life issues.

Legal Considerations: The required Memorandum of Understanding will be reviewed by the Law Department

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

Attachments: Memorandum of Understanding

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WICHITA, KANSAS; THE CITY OF DERBY, KANSAS; THE CITY OF HAYSVILLE, KANSAS and SEDGWICK COUNTY, KANSAS

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____day of_____, 2009, by and between Sedgwick County, Kansas, acting by and through its governing body, the Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as COUNTY, the CITY of Wichita, acting by and through its governing body, the City Council, hereinafter referred to as WICHITA, the CITY of Derby, acting by and through its governing body, the City Council, hereinafter referred to as DERBY the CITY of Haysville, acting by and through its governing body, the City Council, hereinafter referred to as HAYSVILLE all cities located within Sedgwick County, State of Kansas, witnesseth:

WHEREAS, this Agreement is made under the authority of K.S.A. 12-2908, et seq.; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, COUNTY agrees to serve as fiscal agent and will submit a joint application for the total eligible allocation. COUNTY further agrees to provide: WICHITA $1,149,854.00 from the JAG award for the Safe and Secure Communities Project; DERBY $26,320 from the JAG award for the Safety and Technical Equipment Project; and HAYSVILLE $21,150.00 from the JAG award for the Portable Radio Replacement Project: and

WHEREAS, the CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, COUNTY and CITIES agree as follows:

Section 1.

COUNTY agrees to pay WICHITA a total of $1,149,854 of JAG funds.
COUNTY agrees to pay DERBY a total of $26,320 of JAG funds.
COUNTY agrees to pay HAYSVILLE a total of $21,150 of JAG funds.

Section 2.

WICHITA agrees to use $1,149,854 for the Safe and Secure Communities Project until 9-30-2012.
DERBY agrees to use $26,320 for the Safety and Technical Equipment Project until 9-30-2012.
HAYSVILLE agrees to use $21,150 for the Portable Radio Replacement Project until 9-30-2012.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against WICHITA, DERBY or HAYSVILLE other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other parties.

Section 6.

The parties to this Agreement do not intend for any non-party entity to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

SEDGWICK COUNTY, KANSAS

_____
KELLY PARKS, Chairman
County Commissioner, 4th District

ATTEST:

_____
KELLY ARNOLD, County Clerk

APPROVED AS TO FORM:

_____
JENNIFER MAGANA
DEPUTY COUNTY COUNSELOR

CITY OF WICHITA, KANSAS

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

_____
GARY REBENSTORF, CITY ATTORNEY

CITY OF DERBY, KANSAS

_____

KATHY SEXTON, City Manager

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

PHIL ALEXANDER, CITY ATTORNEY

CITY OF HAYSVILLE, KANSAS

_____

KEN HAMPTON, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Agenda Item No. IV-1.

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council

SUBJECT: PUD2008-08 - Create PUD #29 Moussavi Office Park Planned Unit Development, generally located North of Harry, between Rock and Webb, east of Longford Drive. (District II)

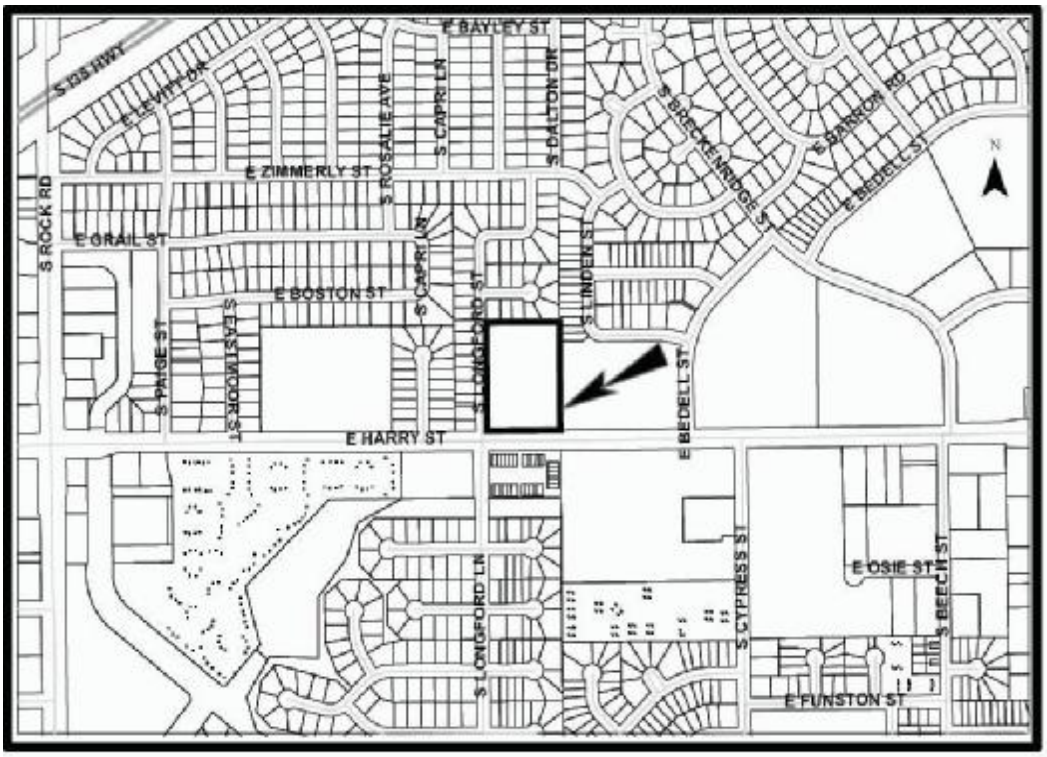
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: NA, application has changed significantly.

MAPD Staff Recommendations: Return to DAB II and MAPC with applicant's changes.

DAB Recommendations: NA, application has changed significantly.



Background: The applicant proposes to create PUD #29, the 4.73 acre Moussavi Office Park Planned Unit Development. The "PUD" Planned Unit Development special zoning district would replace the current zoning district of SF-5 Single-family Residential ("SF-5") on one parcel. The PUD would permit all uses in the GO General Office ("GO") zoning district, with the following uses prohibited: manufactured home, accessory apartment, cemetery, correctional placement residence, golf course, parking area (commercial), recycling collection station (private), hotel or motel, marine facility, asphalt or concrete plant, and agriculture. Uses that require a Conditional Use in the GO district would require a separate PUD amendment. This leaves the following uses permitted in the PUD: single and multi-family residential (up to 75 dwelling units per acre), assisted living, group residence, church or place of worship, community assembly, convalescent care, daycare, hospital, library, schools, automatic teller machines, bed and breakfast inn, broadcast recording studio, funeral home, medical service, and general office.

North and west of the site are SF-5 zoned single-family residences. South of the site, across Harry, are SF-5 and MF-29 Multi-family Residential ("MF-29") zoned multi-family residences. East of the site are TF-3 Two-family Residential ("TF-3") zoned single and multi-family residences.

Analysis: District II Advisory Board heard this request on December 3, 2008, DAB II voted (5-3) to recommend denial of the request. Several neighbors and citizens spoke against this request at the DAB hearing, most concerns regarded traffic, light, noise, and commercial activity.

At the MAPC meeting on December 4, 2008, MAPC voted (9-2) to recommend approval of the PUD subject to the staff report recommendations. Again, several neighbors and citizens spoke against this request at the DAB hearing; most concerns regarded traffic, light, noise, and commercial activity.

This application has a protest of 19.72% of the surrounding property owners. The applicant withdrew the request, and worked with staff to revise the request. The applicant's revision has taken neighbor's opposition into account. The revised PUD should now be sent back to the DAB and MAPC so that it can be reviewed in the public hearing process.

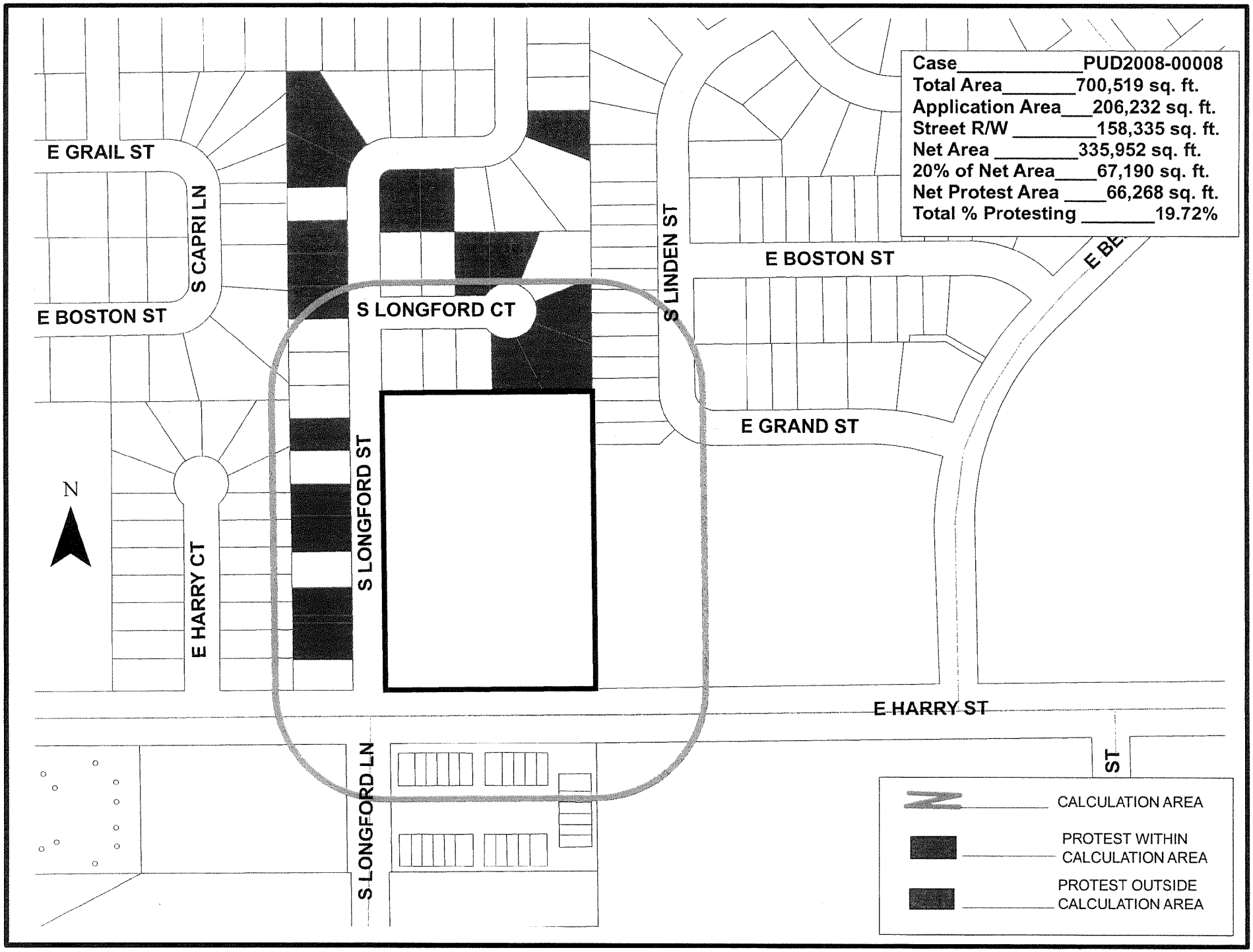
Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The recommendation to send the revised PUD request back to DAB II and MAPC has been reviewed and approved by the Law Department.

Recommendation/Actions:

1. Send the revised PUD request back to the DAB and MAPC for the public hearing process.


Case PUD2008-00008
Total Area 700,519 sq. ft.
Application Area 206,232 sq. ft.
Street R/W 158,335 sq. ft.
Net Area 335,952 sq. ft.
20% of Net Area 67,190 sq. ft.
Net Protest Area 66,268 sq. ft.
Total % Protesting 19.72%
E GRAIL ST
S CAPRI LN
E BOSTON ST
S LONGFORD CT
S LINDEN ST
E BOSTON ST
E GRAND ST
N
E HARRY CT
S LONGFORD ST
E HARRY ST
S LONGFORD LN
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA

Law Offices
KAPLAN, McMILLAN and HARRIS
430 North Market
Wichita, Kansas 67202-2074

Robert W. Kaplan
Calvin McMillan
Charles F. Harris

Telephone (316) 262-5175
Facsimile (316) 262-7226
rkaplan@kmhlaw.net

December 30, 2008

VIA E-MAIL

Jess McNeely
Metropolitan Area Planning Dept.
455 N. Main Street
Wichita, KS 67202

Re: Moussavi PUD2008-008 (Our File No. 13072-1)

Dear Jess:

Accept this correspondence as a request for a deferral of the above designated PUD indefinitely, until such time the Department is advised to reschedule City Council consideration.

Very truly yours,

KAPLAN, McMILLAN & HARRIS

/s/
Robert W. Kaplan

RWK/atb

Cc: Bijan Moussavi (by U.S. Mail)
Anthony Speer (by U.S. Mail)

1. **Case No.: PUD2008-08** – Bijan Moussavi (owner); Robert Kaplan (agent) Request City PUD Planned Unit Development for office development on property described as;

The East 378.64 feet of the South 592 feet of the South half of the Southwest Quarter of Section 29, Township 27, Range 2 East of the 6th P.M., Sedgwick County, Kansas. Generally located Midway between Rock and Webb Roads, on the northeast corner of Harry and Longford Streets.

BACKGROUND: The applicant proposes to create PUD #29, the 4.73 acre Moussavi Office Park Planned Unit Development. The "PUD" Planned Unit Development special zoning district would replace the current zoning district of SF-5 Single-family Residential ("SF-5") on one parcel. The PUD would permit all uses in the GO General Office ("GO") zoning district, with the following uses prohibited: manufactured home, accessory apartment, cemetery, correctional placement residence, golf course, parking area (commercial), recycling collection station (private), hotel or motel, marine facility, asphalt or concrete plant, and agriculture. Uses that require a Conditional Use in the GO district would require a separate PUD amendment. This leaves the following uses permitted in the PUD: single and multi-family residential (up to 75 dwelling units per acre), assisted living, group residence, church or place of worship, community assembly, convalescent care, daycare, hospital, library, schools, automatic teller machines, bed and breakfast inn, broadcast recording studio, funeral home, medical service, and general office.

Signs are per the Sign Code (the PUD does not designate which zoning district within the code), with only one 96 square-foot, 16-foot tall sign on Harry; off site, portable, and variable message signs are prohibited. All lighting is to be shielded away from residential areas with a 15-foot height limit; trash receptacles and roof equipment require screening. Landscaping is required per the Landscape Code, utilities are to be underground. The PUD requires screening, but would waive screening adjacent to multi-family parking, and would allow screening to be achieved with evergreen vegetation or berms in accordance with the Zoning Code. Architectural design standards require consistent exterior building materials of brick, stone, or stucco, consistent colors, and pitched roofs. Building setbacks are 20 feet from the north and west property lines, 25 feet from the south property line; 15-feet from single-family residential development on the east property line, and 10 feet from multi-family along the east property line. Building heights are limited to 35 feet. A total of eight buildings are permitted with a building coverage of 21%, a gross floor area ratio limited to 25%, and the entire development not to exceed 51,500 square feet of gross floor area. Access points are to be from both Harry and Longford.

North and west of the site are SF-5 zoned single-family residences. South of the site, across Harry, are SF-5 and MF-29 Multi-family Residential ("MF-29") zoned multi-family residences. East of the site are TF-3 Two-family Residential ("TF-3") zoned single and multi-family residences.

CASE HISTORY: The property is unplatted, and developed with three single-family residences and outbuildings.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family residences
SOUTH:	SF-5, MF-29, CUP DP-79	Multi-family residences
EAST:	TF-3, CUP DP-53	Two and multi-family residences
WEST:	SF-5	Single-family residences

PUBLIC SERVICES: Harry is a five-lane section line arterial street with a 100-foot right-of-way (ROW), and a daily traffic count of 24,592. Longford is a paved two-lane local street with a 58-foot ROW. 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 Urban Residential. This category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The commercial location guidelines of the Comprehensive Plan state that commercially-generated traffic should not feed directly onto local residential streets. The office location guidelines of the Comprehensive Plan state that office uses should be located adjacent to arterial streets; that local service-oriented offices should be incorporated within or adjacent to neighborhood and community scale commercial development; and that low density office use can serve as a transitional land use between residential uses and higher intensity uses.

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, building height limits, and building coverage limits that could enhance the quality of the proposed development. The proposed setbacks adjacent to single-family residential development do not meet the Zoning Code compatibility setback requirement of 25 feet. The applicant would be required to continue providing screening which meets the standards of the Zoning Code.

RECOMMENDATION: Several residential neighbors have contacted planning staff with opposition to this request in general, and opposition to office generated traffic on Longford Street. Planning Staff finds that this PUD is called an office park, but it would permit many uses other than offices. Staff finds that a restriction to just office, general and medical service uses would give residential neighbors more predictability regarding future land uses on this property. Staff finds that this site is plenty large to meet the minimum compatibility setbacks of the code. City Fire and Traffic staff would require this site to have an opening on Longford; an emergency only access point would prevent office traffic from traveling Longford Street. Based on these comments and information available prior to the public hearing, staff recommends the application be APPROVED subject to platting within one year and subject to the following conditions:

1. Amend the PUD drawing to indicate 25-foot compatibility setbacks from single and two-family residential development.
2. Amend Provision 5 to state "Signs shall be in accordance with the Sign Code for the NO Neighborhood Office zoning district, with the following additional requirements:"
3. Amend Provision 5c to add "No building signs shall be permitted facing west."
4. Amend Provision 8 to limit access from Longford to one emergency access point only, to be approved by the City Fire Marshall.
5. Amend Provision 12 to increase the 15 and 20 foot buffer to 25 feet where adjacent to single and two-family residential development.

6. Amend Provision 17 to state that the uses in Parcel 1 shall be limited to office, general, and medical service only.
7. The applicant shall submit 4 revised copies of the PUD 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: North and west of the site are SF-5 zoned single-family residences. South of the site, across Harry, are SF-5 and MF-29 Multi-family Residential ("MF-29") zoned multi-family residences. East of the site are TF-3 Two-family Residential ("TF-3") zoned single and multi-family residences.

2. The suitability of the subject property for the uses to which it has been restricted: The property could continue to be used for single-family residential as it is currently zoned.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the requested PUD would affect nearby property with increased traffic, activity, noise and light. The proposed PUD could mitigate these effects provided it meets minimum zoning code 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 Urban Residential. This category encompasses all residential development densities and types typically found in the municipality. The office location guidelines of the Comprehensive Plan state that office uses should be located adjacent to arterial streets; that local service-oriented offices should be incorporated within or adjacent to neighborhood and community scale commercial development; and that low density office use can serve as a transitional land use between residential uses and higher intensity uses. 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.

5. Impact of the proposed development on community facilities: The proposed development would generate more traffic on Harry and Longford than the current residential development. Emergency vehicular access only from Longford would prevent residential neighbors from having office generated traffic on their street.

MCKAY recused himself and left the bench.

JESS MCNEELY, Planning Staff presented the staff report. He reported that DAB II recommended that the request be denied by a vote of 5-3.

FOSTER asked who owned the north and west screening fences abutting the property.

MCNEELY said he believed the West Heights Homeowners Association owned the fence to the west, since they provide the landscaping in the right-of-way along Longford Street. He said he thought the fence located on the north side of the property was privately owned.

BOB KAPLAN, AGENT FOR THE APPLICANT said the objective of the planned unit development (PUD) was to develop an economically advantageous use compatible with the area. He said Harry Street from Rock Road to Webb Road is entirely multi-family or commercial development, including townhome

development immediately across the street from the site. He also mentioned that there are approximately seven apartment complexes along Harry Street with no single-family residential housing fronting Harry Street. He said the area is high density and multi-family; therefore, they felt there was some potential for commercial development facing Harry Street. He said they talked with City staff, went before the Development Review Committee and decided to come up with a plan similar to the office park development at Maize Road between Kellogg and Maple, which had been favorably received by the neighborhood. He said they believe the proposed PUD is a compatible use with the area. He said they agreed on office and medical usage and to extend compatibility setbacks by 5 feet. He said they also agreed to eliminate the access onto Longford, except for emergency vehicles. He said what he was unable to do at the DAB meeting was to convince them that traffic within a GO General Office development is no more intensive than traffic within a multi-family residential zone. He referred to the International Traffic Engineering Manual (ITE), which was the traffic generation manual. He said they understand that the neighbors don't want any more traffic along Longford. He said they do not believe traffic is a legitimate issue. He said they eliminated access onto Longford, they have developed architectural standards (brick, stone or stucco exterior) that are architecturally compatible with the area, and the proposed office park will be screened and fenced. He said this proposed development meets all the legal criteria and that neighborhood opposition is not sufficient basis for denial. He said they believe this is a good project that deserves approval and that they are willing to work with the neighbors if they want to contact him. He concluded by saying that it was not economically feasible to develop the area as single-family residential.

HILLMAN asked if this portion of Harry had five lanes, with a center turn lane.

KAPLAN said it appeared so from the site plan sketch.

DAVE WILSON, 1150 S. LONGFORD COURT, PRESIDENT OF THE HEDGWOOD II HOMEOWNERS ASSOCIATION commented that the homeowners association asked him to speak to the Commission today about this proposal. He said this lot was represented to prospective buyers as being zoned single-family and that it would eventually be developed as such. He said this was the greatest attraction to build and live in this community. He said they were assured by the developer's representative that would happen. He referred to item number 2 under staff recommendations in the Staff Report, which stated that this area could remain SF-5 zoned. He said number 3 in the report states that there would be increased traffic, noise and light. He said they feel that by removing all this green space the developer will also be increasing the amount of heat and dust generated by 4 ½ acres of asphalt paving. He said the location of this type of development is a bad fit for a residential community. He said access, especially egress, will be limited from this property. He said those of them that live in the neighborhood know the frustration of trying to go eastbound on Harry Street and having to give up and go west and turn around. He said people exiting the proposed office park will go north on Longford and get lost in the interior winding streets. He said the proposed two drives onto Harry Street occur in a widening taper for a left turn lane, that Harry Street is not five lanes in front of the property. He said it is a four lane street without a "chicken lane". He said they will be dumping entering and existing traffic into three lanes of westbound traffic and that is an obvious safety hazard. He said office location guidelines state that office uses should be located adjacent to arterial streets and community scale commercial development. He said this proposal interjects offices into the center of an existing residential community, which is a bad fit. He said the neighbors feel the proposals intent and spirit is contrary to normal applications of this nature. He said it will virtually eliminates five acres of green space that includes over 50 mature tees and 4 ½ acres of grass and habitat for urban wildlife and domestic pets. He said the visual effect for adjacent homeowners will change from a park-like setting, to a dusty hot, asphalt and brick office site, all of which they come home to try to get away from. He added that the noise from Harry Street will no longer be buffered. He also mentioned that the community has born the responsibility and expense of the east right-of-way along Longford for twelve years, including maintenance of lawn, trees,

irrigation and fence as part of their commons area. He said they object to placement of a gated drive that will remove their trees and vegetation, particularly if it is only used in an emergency. He said they also feel this proposal does not meet City policies regarding traffic being dumped onto a light residential street. He said eight office buildings with office and staff, laboratory deliveries, office supplies and trash service will create 1,000 trips per day from two exits onto Harry Street. He said some of the community is sensitive to being threatened by the property developers that this will go to a multi-family apartment if this proposal fails. He said they don't care to be intimidated. He said the most practical and sensible land use is SF-5. He said that is what they were led to believe when they bought, built and maintained their properties for the past 15 years. He said 20-22 single-family homes could be developed on the property with cul-de-sacs that would be more compatible with the residential community.

MOTION: To give the speaker an additional minute.

HILLMAN moved, **DENNIS** seconded the motion, and it carried (11-0).

WILSON referred to the Staff Report that says they will be subjected to many undesirable consequences including traffic, light, trash, heat and dust generated by 4 ½ acres of pavement. He said the consensus of the Hedgwood II Homeowners Association is that the proposal is not needed in their residential community; the proposal is not wanted in their residential community, that it is a bad fit for the residential community, and that the proposal is wrong in spirit and intent for their residential community. He said the proposal would cause them a grave injustice and loss of property value.

MITCHELL asked when the neighborhood was promised that the land would be used for single-family residential development.

WILSON said they were assured that the area would be developed as single-family residences and that is the reason they bought at this location, that they had options to go other places to build. He said they built their home in 1996.

CHARLES SIMON, 1215 S. LONGFORD STREET presented a Power Point presentation commenting that he was there to represent the nine lots just west of the proposed development. He said he has lived in his home over 14 years and that it was a Cassado-McKay Development. He said the general consensus of the group is that they are opposed to this development. He reviewed several slides commenting on the character of the homes. He briefly explained his background as an engineer, retired from the Air Force and Beech Aircraft. He said this property was the old "Crandall Homestead" and has been zoned single family for decades. He said apparently there was a "gentlemen's agreement" that when the property became available, the Hedgwood II development would have the first option to purchase it.

MOTION: To give Mr. Simon one more minute for his presentation.

DENNIS moved, the motion died due to lack of a second.

HELEN STEINDLER, 1219 S. LONGFORD said she lives four houses north of Harry Street. She said she enjoys living there, that it is a good neighborhood and that everyone takes pride in their homes and property and keeps them up well. She said she understood that this property would be developed as single-family if it was every sold. She said the proposal will cause a decrease in the value of their property. She also mentioned that a big parking lot with 300 cars will eventually attract undesirable people at night after the offices are closed dealing drugs and that kind of thing and that she is concerned about the safety issues. She asked that the Commission not destroy their neighborhood.

ELIZABETH BISHOP, 8518 LONGLAKE STREET said she was a resident of the area south of Longford but added that she was not representing the Cedar Lakes Homeowners Association. She said it was natural that her neighborhood and the neighborhood to the north would not want to lose the last remaining green space in the area. She said it was too bad that they didn't attempt to develop the area into a small vest pocket park like the park at Governour and 13th Street. She commented that this is an extremely well designed neighborhood with a diversity of uses that were well buffered from each other. She said traffic is a major concern because they have turn lanes in the area in lieu of stop lights and there are no protected left hand turns whatsoever from Webb to Rock Roads. She said access in and out of the neighborhoods needs to be done extremely carefully. She questioned the traffic figures provided by the Traffic Engineer because accidents are commonplace in the area and the figure of two accidents in 2007 seemed awfully low. She said this is a delightful neighborhood to live in and that she hates to lose the green space. She requested that traffic concerns and sufficient buffering be taken into account during site development.

Responding to a question from **HILLMAN** concerning right in and right out turns, **BISHOP** said it was the left hand turns that seem to cause problems.

TAPE 2, SIDE 1

KAPLAN reiterated that he did not believe that traffic was an issue. He said if this area was developed as SF-5 with 5,000 square foot lots with 30 or 35 units that would each generate 10 trips per unit, per day, then GO development will not be any more intensive traffic-wise. He said the complex will be open from approximately 9:00 a.m. – 5:00 p.m. five days a week; be totally screened and architecturally compatible with the neighborhood. He said he does not think the argument "let's not rezone because we were promised it wouldn't be rezoned" is irrelevant. He concluded by stating that they don't see a legitimate reason not to approve the requested rezoning.

MTICHELL asked how long the property was available for purchase.

KAPLAN said the property was purchased at auction, but said he can't answer how long it was available because he does not know the history of the property.

MITCHELL asked staff to respond to the disagreement on item 5 in the Staff Report concerning the amount of traffic.

MCNEELY said the formula is based on ten trips per day, per single-family residential unit. He said traffic counts for the proposed office development will depend on how much square footage of office space there is.

MITCHELL clarified that staff does not see the increased traffic on Harry as a problem for the application.

MCNEELY responded no.

FOSTER asked staff to clarify the screening and buffering requirements along the west side of the development along Longford.

MCNEELY briefly reviewed the screening which included the requirement for a 6-8 foot wood fence or masonry wall. He commented that the applicant would provide the necessary screening required by City Code.

MOTION: To approve subject to staff recommendation and the additional setback the applicant has agreed to.

MITCHELL moved, **VAN FLEET** seconded the motion, and it carried (9-2-1). **FOSTER** and **HILLMAN** – No. **MCKAY** – Abstained.

HILLMAN requested that the motion maker include a condition for an 8-foot wall rather than a 6-foot wall.

MITCHELL said no.

MCKAY back on the bench.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Antione Sherfield, Neighborhood Assistant, District II

SUBJECT: **PUD2008-08: Creation of a Planned Unit Development**

DATE: December 3, 2008

On Monday, December 1, 2008, the District II Advisory Board considered the request to create a Planned Unit Development Plan located North of Harry, between Rock Road and Webb, East of Longford Street.

The applicant proposes to create PUD #29, the 4.73 acre Moussavi Office Park Planned Unit Development. The "PUD" Planned Unit Development special zoning district would replace the current zoning district of SF-5 Single-family Residential ("SF-5") on one parcel. The PUD would permit all uses in the GO General Office ("GO") zoning district, with the following uses prohibited: manufactured home, accessory apartment, cemetery, correctional placement residence, golf course, parking area (commercial), recycling collection station (private), hotel or motel, marine facility, asphalt or concrete plant, and agriculture. Uses that require a Conditional Use in the GO district would require a separate PUD amendment. This leaves the following uses permitted in the PUD: single and multi-family residential (up to 75 dwelling units per acre), assisted living, group residence, church or place of worship, community assembly, convalescent care, daycare, hospital, library, schools, automatic teller machines, bed and breakfast inn, broadcast recording studio, funeral home, medical service, and general office.

Signs are per the Sign Code (the PUD does not designate which zoning district within the code), with only one 96 square-foot, 16-foot tall sign on Harry; off site, portable, and variable message signs are prohibited. All lighting is to be shielded away from residential areas with a 15-foot height limit; trash receptacles and roof equipment require screening. Landscaping is required per the Landscape Code, utilities are to be underground. The PUD requires screening, but would waive screening adjacent to multi-family parking, and would allow screening to be achieved with evergreen vegetation or berms in accordance with the Zoning Code. Architectural design standards require consistent exterior building materials of brick, stone, or stucco, consistent colors, and pitched roofs. Building setbacks are 20 feet from the north and west property lines, 25 feet from the south property line; 15-feet from single-family residential development on the east property line, and 10 feet from multi-family along the east property line. Building heights are limited to 35 feet. A total of eight buildings are permitted with a building coverage of 21%, a gross floor area ratio limited to 25%, and the entire development not to exceed 51,500 square feet of gross floor area. Access points are to be from both Harry and Longford.

North and west of the site are SF-5 zoned single-family residences. South of the site, across Harry, are SF-5 and MF-29 Multi-family Residential ("MF-29") zoned multi-family residences. East of the site are TF-3 Two-family Residential ("TF-3") zoned single and multi-family residences.

CASE HISTORY: The property is unplatted, and developed with three single-family residences and outbuildings.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family residences
SOUTH:	SF-5, MF-29, CUP DP-79	Multi-family residences
EAST:	TF-3, CUP DP-53	Two and multi-family residences
WEST:	SF-5	Single-family residences

Recommended Action: The **DAB** voted **(5-3)** in opposition of the Planning Staff's recommendation.

Citizens attending the meeting had the following concerns.

- Potential decrease in property values
- Increased traffic in the area
- Residents were assured by original developer that there would be more homes built in vacant area
- Afraid Office complex will compromise the integrity of the neighborhood
- Office complex will be too close to existing homes
- Potential lighting from parking structure

Antione Sherfield
Neighborhood Assistant – District II

Agenda Item No. IX-1.

City of Wichita
City Council Meeting
May 5, 2009

TO: Wichita Airport Authority

SUBJECT: Administration Building Rehabilitation
Budget Adjustment
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the budget adjustment.

Background: On March 18, 2008, the Wichita Airport Authority approved the capital project to design and renovate portions of the Airport Administration Building to better accommodate public meeting space needs, plus improve the building's energy efficiency with a budget of $465,000. At the same time, an agreement with Richard Kraybill Architect was approved for $48,188 for design and bid phase services. During the project formulation and design, several modifications were made to accommodate unforeseen conditions and, due to critical timing on the utilities construction related to the upcoming terminal building project, a data center that will provide vital telecommunications and network system support to various tenants in the terminal and the central Airport campus will be added and fitted-out. As a result, on December 2, 2008, a supplemental agreement with Richard Kraybill Architect was approved for additional design plus construction related services in the amount of $54,170.

Analysis:
The major unforeseen condition is to repair significant water damage to the building caused by the September 2008 heavy rains, then make crucial site improvements to eliminate future drainage problems. Other modifications include ADA compliance upgrades, telephone system upgrade, safety improvements to enhance exterior lighting, removal and abatement of asbestos materials, replacement of exterior windows to improve energy efficiency, and the addition of a stand-by generator. The construction bids were opened on April 17 with Eby Construction, the apparent low bidder, submitting a bid of $776,900.

The revised budget includes the following:

Consulting Services (Design, Bid, Construction Related)	$ 102,300
Construction	$ 776,900
Asbestos Abatement	$ 53,000
IT Equipment and Vendor Services	$ 60,000
Administration, Furniture and Miscellaneous	$ 107,800
Total Estimated Budget	$1,100,000

Financial Considerations: Due to the additional work, a budget increase of $635,000 is necessary, bringing the total budget to $1,100,000. This project is funded with General Obligation bonds paid for with airport revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through improvements to allow uninterrupted services to be provided to the Airport System's tenants and users and to the aviation community.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the budget adjustment.

Attachments: None.

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL MAY 5, 2009

a. Improvements to West Street, Maple to Central (KDOT) (West St., Maple to Central) (87N-0459-01/472-84761/706995/636133/208460/774528) See Special Provisions. (District IV,VI) - $10,300,000.00

b. Water Distribution System to serve Willow Creek East 2nd Addition (east of Greenwich, south of Harry) (448-90407/735434/470107) Does not affect existing traffic. (District II) - $93,000.00

c. Lynnrae, from the south line of Funston to the north line of Willow Creek East 2nd Addition; Lynnrae Ct. from the west line of Lynnrae to and including cul-de-sac; Countryside, from the east line of Lynnrae to the east line of Willow Creek East 2nd Addition; and Funston, from a point 100 feet west of the west line of Lynnrae to the east line of Willow Creek East 2nd Addition to serve Willow Creek East 2nd Addition (east of Greenwich, south of Harry) (472-84764/766230/490248) Does not affect existing traffic. (District II) - $353,000.00

d. The cost of construction of Water Distribution System to serve Cambria Addition (north of Pawnee, east of 143rd Street East). (District II) (448-90360/735404/470-077) – Total Estimated Cost $320,000.00

Agenda Item No. XII-3a.

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council Members

SUBJECT: Street Closure: 37th St. North, Maize to Tyler (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closure.

Background: APAC-Kansas, Inc.-Shears Division has the contract to reconstruct 37th St. North between Maize Road and Tyler Road in northwest Wichita. This project was approved by the City Council on April 7, 2009 with the provision that it would be closed during construction. Because of the limited access needs within the project area and in an effort to minimize the time of construction, 37th St. will be closed to traffic from approximately May 5th through August 15th. After August 15th the project will be open to at least one lane of traffic in each direction until completion. The project is estimated to be completed on or before October 2, 2009.

Analysis: APAC-Kansas, Inc.-Shears Division is responsible for the placement of the required detour and construction signs and barricades and the notification of area businesses and residents. During the street closure, 37th St. traffic will be detoured as follows:

Eastbound 37th St. traffic will be detoured south on Maize Road, then east on 29th St. North, then north on Tyler Road to return to 37th St.

Westbound 37th St. traffic will be detoured south on Tyler Road, then west on 29th St. North, then north on Maize Road to return to 37th St.

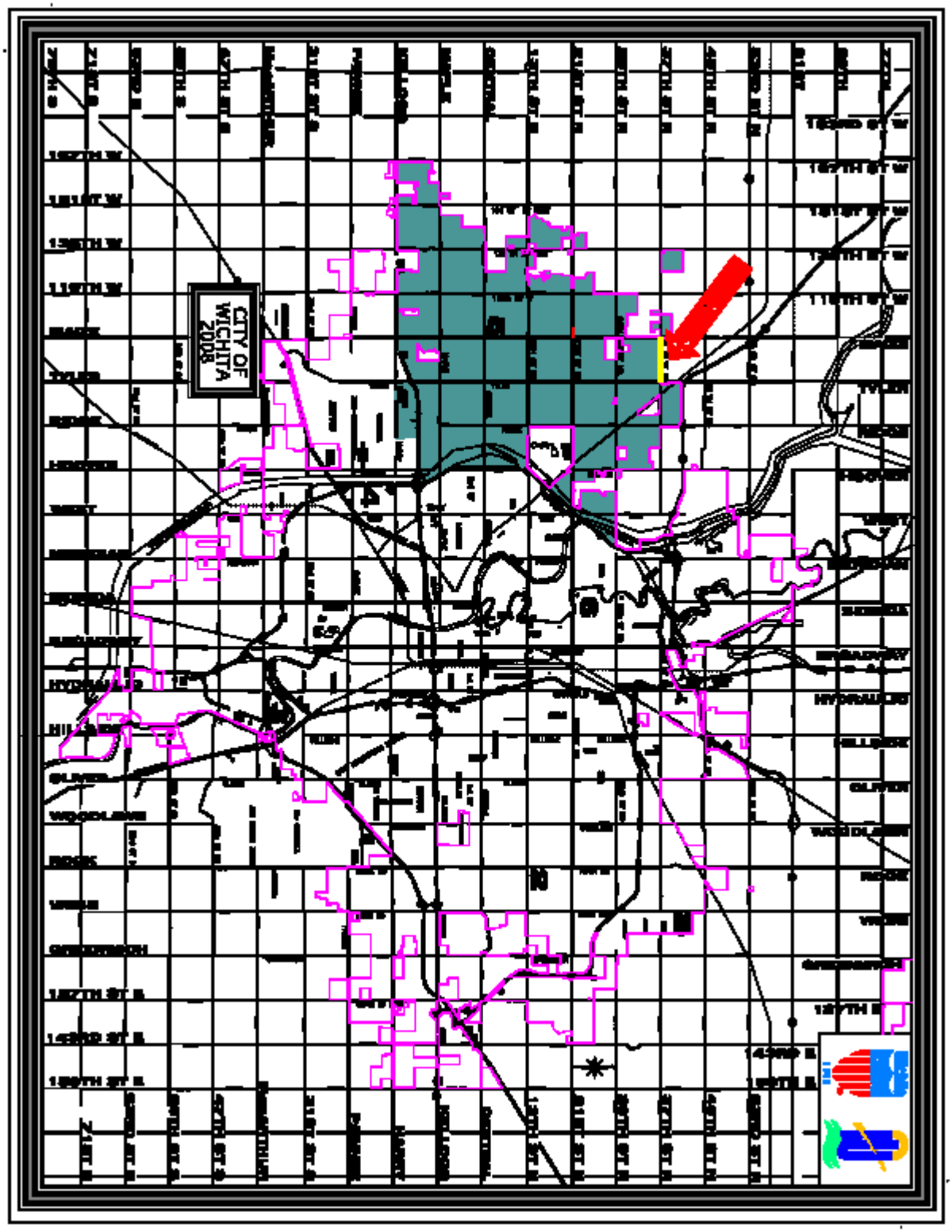
Financial Consideration: None.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining safe and dependable transportation systems.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the street closure.

Attachments: Map


CITY OF
WICHITA
2008

Agenda Item No. XII-3b.

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council

SUBJECT: Community Event: Indian Motorcycle of Wichita Grand Opening. (District V)

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 Lori Jones, Indian Motorcycle of Wichita is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Indian Motorcycle of Wichita Grand Opening May 22, 23, 24, 25, 2009 7:00 am – 10:00 pm

- 1500 Block of Seville Street, Kellogg Street to the entrance of Kansas Natural Stone Company.

Client will arrange to remove blockades as necessary to allow business owners, customers and 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) 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-3c.

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council

SUBJECT: Community Events: 2009 Special Olympics Summer Games Fireworks (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Dave Wenz, Special Olympics Kansas is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2009 Special Olympics Summer Games Fireworks Finale, June 5, 2009 8:00 pm – 9:30 pm

- 21st Street North, Hillside to Yale Street, 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 events.

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.

City Of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council

SUBJECT: Aquifer Storage and Recovery, Phase II - Raw Water Pipeline Final Design Supplemental Agreement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 2 with Camp, Dresser & McKee, Inc. to provide final design services for the raw water pipeline portion of the Aquifer Storage and Recovery Project.

Background: On July 10, 2007, the City Council approved and instructed Staff to proceed with the projects for Phase II of the Equus Beds Aquifer Storage and Recovery Project. Phase II serves as the backbone for future phases so some of the components are more costly than they will be in future phases. Phase II, consisting of five projects, will capture up to 30 MGD with a surface water intake. The water will be treated to a level acceptable by the Kansas Department of Health and Environment prior to transmitting it into recharge wells. The treatment plant and intake will be constructed assuming that a total of 60 MGD of surface water will be used, with up to 90 MGD possible by completion of the project.

Analysis: On July 1, 2008, City Council approved the Agreement with Camp, Dresser & McKee (CDM) for the 30-percent design of the Aquifer Storage and Recovery (ASR) Phase II, raw water pipelines. As the 30-percent design is completed, it is necessary and prudent to enter into a Supplemental Agreement for the final design and preparation of bid packages. The award of the 30-percent design contract anticipated CDM completing the final design work. This work will include contract forms, drawings and specifications to be used in procurement of contractors for construction of the raw water pipelines.

Financial Considerations: The 30-percent design contract was for $1,829,800. Supplemental Agreement No. 2 will not exceed $3,798,488 to complete the scope of services. Funding is available in CIP W-549, Water Supply Plan, which has adequate monies for these services.

Goal Impact: The project will help ensure efficient infrastructure by assisting in the development of water supplies.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the Supplemental Agreement; and 2) authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2 with CDM.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

BETWEEN

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

AND

Camp Dresser & McKee Inc. HEREINAFTER CALLED "DESIGNER"

FOR

FINAL DESIGN AND BIDDING SERVICES FOR Raw Water Pipelines Final Design AS PART OF PHASE II OF THE ASR PROGRAM – ASSOCIATED WITH THE INTEGRATED LOCAL WATER SUPPLY PLAN IMPLEMENTATION

WITNESSETH:

WHEREAS, there now exists an agreement between the two parties covering preliminary design services for the pipelines to be provided by the DESIGNER in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Section VI.C of the above referenced Agreement provides that additional services not covered by the original scope of the agreement 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 DESIGNER 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

DESIGNER shall perform Final Design and Bidding Services as described in Exhibit A, Scope of Services. The estimated budget for these services is summarized in Exhibit B.

B. PAYMENT PROVISIONS

Payment to the DESIGNER for the performance of the services described by this supplemental agreement shall be in accordance with Section VI of the original Agreement, and shall not exceed the amount designated in this Supplemental Agreement.

C. PROJECT SCHEDULE

The project schedule for these services is summarized in Exhibit C.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the DESIGNER have executed this Supplemental Agreement 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

Camp Dresser & McKee Inc.

By: Bruce R. Barns

Title: Associate

Exhibit A - Scope of Work Supplemental Agreement No. 2 for Professional Design Services ASR Program –Phase II Project City of Wichita, Kansas

This amendment (Supplemental Agreement No.2) attached to and made part of the Agreement dated July 1, 2008 between the City of Wichita Kansas (City) and Camp Dresser & McKee Inc. (Designer) for professional services for the final design and during bidding of the Pipelines associated with the Aquifer Storage and Recovery (ASR) Program – Phase II (Project). Project facilities are described in the Designers report titled "Pipelines Preliminary Design Report" dated March 31, 2009 (PDR). The Designer shall also coordinate its design with the recommendations of the Designer's report titled "30 MGD Surface Water Treatment Plant and Intake Preliminary Design Report" dated January 2009.

The Designer will prepare Contract Documents (Bid Packages) including contract forms, drawings and specifications to be used in the procurement of contractors for up to five (5) construction contracts which include one contract for the Recharge and Production Surge Tanks (Surge Tanks) one contract for ASR Phase I WTP Residuals Pump Station and Forcemain, and three (3) contracts for the Pipelines under the traditional design/bid/build approach. The Designer will coordinate its design efforts through the City's Program Manager and with designers of other ASR Program Phase II facilities including the Surface Water Treatment Plant, Overhead Power Supply, Recharge/Recovery Wells and the Supervisory Control and Data Acquisition (SCADA) system. The Designer will assist the Program Manager during bidding and award of each construction contract. The Designer will utilize the following ASR Program – Phase II guidance documents in the execution of its services:

- ASR Program Engineering Guides, Volume 1, General Design Guidelines, Wichita Water Utilities, January 28, 2009 and revisions
- ASR Program Management Manual, City of Wichita, February 18, 2009 and revisions as of April 21, 2009

Assuming a May 4, 2009 Notice to Proceed, the Designer will complete the final design for all five bid packages at various times from mid October 2009 to mid January 2010. Bidding and contract award is planned for three months. Bid Packages include:

- Diagonal Transmission Main, Raw Water Transmission Main and Residuals Return Pipeline (Bid Package No. 1)
- SW 72nd Street Transmission Main (Bid Package No. 2)
- Golden Prairie Transmission Main (Bid Package No.3)
- Recharge and Production Surge Tanks (Bid Package No. 4)
- ASR Phase I Residuals Pump Station and Return Forcemain (Bid Package No. 5)

Task 1: Project Management

Task 1.1 Project Management Plan

Update the Project Management Plan (PMP) in collaboration with the Program Manager to add summary of work, schedule, budgets, deliverables, quality control procedures and work breakdown structures. Prepare generalized workflow diagram for the final design and bidding services illustrating tasks interdependencies, sequence and critical inputs, deliverables and key quality review milestones. Update project team organization and contact information including subcontractors. Provide ten (10) copies of the draft PMP for each update to Program Manager for distribution plus one electronic copy. Review the draft PMP at the Project Initiation Workshop and make appropriate revisions and provide ten (10) final copies of the PMP plus one electronic copy to the Program Manager.

Task 1.2 Schedules

Prepare a schedule that includes all five bid packages detailing final design and bidding services tasks, milestones and technical review activities plus generalized construction and facility start-up tasks. Bid Package schedules are to recognize City preferences to utilize existing recharge/recovery wells by sequencing Pipeline construction schedules to allow connection to the new distribution system as soon as possible. Schedules are to be prepared in Microsoft Project and include allowances for City, Program Manager and regulatory agency review. Schedules are to be updated monthly.

Task 1.3 Quality Management Plan

Update the Quality Assurance/Quality Control (QA/QC) Plan to reflect QA/QC objectives for final design, construction administration and facility start-up services, key technical review activities plus reference the Designer's and the City's QA/QC guideline documents. These documents include:

- Chapter 5—QA/QC Program Guidelines, ASR Program Engineering Guides, Volume 1, General Design Guidelines, Wichita Water Utilities, May 2008 and revisions

- QMP-1 Quality Management Procedures for all services except construction, CDM July 2008

Conduct the following Project Initiation and Technical Review Committee workshops for the Pipelines and Surge Tanks:

- Project Initiation Workshop and review of the draft PMP – half day
- Technical Review Committee (TRC) for the 60 percent design development and constructability review – full day
- TRC for the 90 percent design development and constructability review – full day

Identify representatives of the City, Program Manager and the Designer's team to participate in workshops. Provide copies of workshop agenda and reference documents for workshop participants to review prior to each workshop. Prepare workshop meeting summaries and responses to technical review comments. Also, identify members of the Designer's team for specific QA/QC activity/ review responsibilities including 100 percent design development cross-checking, coordination with other ASR Program Phase II designers and project close-out.

The Designer shall also conduct periodic audits of the Designer's performance with the City and the Program Manager – audits are anticipated on a quarterly basis.

Task 1.4 Communications Plan

Update Communications Plan contact information and protocols. Establish Action Items and Outstanding Items lists by construction bid package and update/maintain throughout the duration of Project design.

Task 1.5 Monthly Project Status Report

Prepare monthly Project Status Reports consistent with format provided by the Program Manager to reflect final design services for the Project.

Task 1.6 Project Meetings and Workshops

In addition to the workshops identified in Task 1.4, the Designer shall participate in the following meetings and workshops throughout Project duration:

- Monthly Program Management Coordination Meetings (12)
- Project Manager Meetings – weekly during final design (39)
- SCADA Coordination Meetings (2)
- Overhead Power Supply Coordination Meetings (2)

- Recharge/Recovery Well Coordination Meetings (4)
- Hydraulic Modeling and System Operation Workshops (2)
- Surge Tank Selection and Site Review Meetings (2)
- Pipeline Alignment Workshops (2)
- Survey and Utility Locate Coordination Meetings (14)
- Final Design Development (100 percent complete) Review Meetings (2)

Task 2: Coordination with Other ASR Phase II Designers

In addition to the specific Project meetings identified in Task 1.6 above, it is anticipated that the Designer will meet with other ASR Program Phase II designers to coordinate Project construction contract interfaces, pipeline alignment refinements, survey and utility location service requirements, easement acquisition and SCADA coordination. Four (4) four hour meetings are anticipated. Designer will prepare meeting minutes.

Task 3: Public Relations Support

At the direction of the Program Manager, attend up to four (4) public meetings to respond to questions. Provide electronic copies of design documents to the Program Manager to support development of presentation materials by the Program Manager.

Task 4: Permit Acquisition and Support

Meet initially with Program Manager to review responsibilities for acquiring Project permits identified in Table 2-5 of the PDR and reconcile with responsibilities anticipated in the ASR Program Management Manual. For the purposes of estimating the Designer's level of effort for this Supplemental Agreement No. 2, the Designer will obtain the following Project permits. Services typically include preparation of permit applications, up to two (2) follow-up meetings with each entity, provide supplemental information as requested by each entity, and update Program Manager and Permit Tracking Database.

- KDHE Bureau of Water Permit to Discharge Pipeline Hydrostatic Testing Water
- KDHE Bureau of Water Notice of Intent for NPDES Stormwater Construction Permit for Pipelines
- KDHE Bureau of Water Variance for Water Pipeline/Sewer Separation Distances
- KDHE Bureau of Water 401 Project Water Quality Protection for Pipelines

- KDOT Utility Permit for Crossing/Encroachment of State Right-of-Way
- Metropolitan Area Planning Department (Sedgwick County) and Harvey County Planning and Zoning, Surge Tank Site Conditional Use Permits
- USACOE Clean Water Act Section 404 Nationwide Permit for Pipelines (per jurisdictional determination for ASR Phase II, stream crossings shall be by trenchless methods) has been procured
- Support Program Managers coordination activities with USACOE 404 referral agencies including USFWS, Groundwater Management District #2, Kansas DOWP, and the Kansas State Historical Society
- Burlington Northern Railroad and Atchison Topeka and Santa Fe Railroad license agreements for pipeline crossings and encroachments
- Utility Crossing Agreements/License Agreements with water and sanitation districts, irrigation districts, Sedgwick County and Harvey County road departments and gas/oil companies for pipeline crossings/encroachments
- Power Utility License Agreement/Easement for pipeline crossing of overhead power lines

Upon request, provide general assistance to the City and the Program Manager in supporting their efforts in obtaining Project related permits. This assistance includes providing design related information and attending up to twelve (12) meetings with agencies, utility companies and others having jurisdiction over the Project. Permit compliance requirements, as applicable, will be included in the Contract Documents.

Coordinate with Program Manager to review Project design, construction, and operating protocols for compatibility with the ongoing Environmental Impact Statement process.

Task 5: Survey, Utility Locates and Land Acquisition Support

Update ROW and easement requirements (temporary and permanent) in the PDR based on final pipeline alignment and surge tank locations, and land/easement acquisition negotiations by the Program Manager with property owners. Updates to legal descriptions and tract drawings will be prepared by the Designer; supplemental survey will be provided by the Program Manager.

Based on a review of existing information and site reconnaissance, identify subsurface utilities for field location. The Designer will determine horizontal and vertical locations of utilities within the pipeline construction easements per the American

Society of Civil Engineers Standard Guideline for Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-2) for Level A. Utility information will be documented in both electronic and paper copy format consistent with ASR Phase II Program standards.

Designer will also identify the borehole locations for field survey by the Program Manager.

Task 6: Geotechnical Investigations

Task 6.1 Subsurface Investigation Plan

Prepare subsurface investigation plan to collect supplemental data not included in the PDR for design development. For the pipelines, a total of 25 supplemental borings at an average depth of 25 feet are to be obtained to complete a boring spacing of three per mile along the pipeline alignment, and for railroad, highway, watercourse, and utility crossings where trenchless or other special construction applications may be necessary. For the Recharge Surge Tank and the Production Surge Tank, two (2) supplemental borings at a depth of 50-feet are to be obtained at each site. Program Manager will provide borehole staking and location survey.

Task 6.2 Subsurface Investigations

Conduct subsurface investigations using standard drilling techniques and truck mounted rig. Split-spoon or modified California barrel soil samples will be collected at approximately 5-foot depth intervals at each borehole. Groundwater depth will be measured at the completion of the drilling and 24-hours later. Drilling cuttings and fluids will be disposed on site by backfilling into the borehole or by spreading on the ground. Collect ten (10) bulk soil samples at locations along the pipeline alignment near the pipe zone for supplemental corrosion testing. Samples will be retained and stored by the City for a period of 30 days following the completion of Project construction. Designer will obtain utility clearances and up-to 5 traffic control permits, and provide traffic control during drilling. Program Manager will obtain permission for site access from property owners.

Task 6.3 Groundwater Monitoring

Install eight (8) piezometers along the Pipeline alignment to identify any changes in groundwater levels over time. Measure water levels twice a month for four months. A total of 64 measurements will be obtained and data tabulated and presented graphically in the geotechnical report.

Task 6.4 Laboratory Testing

Conduct laboratory analyses on samples including grain size, hydrometer, swell/consolidation and Atterberg limits on up to 145 borehole samples, and

corrosion suite (pH, chlorides, sulfides, sulfates, moisture content and soil resistivity) for as received and saturated conditions on ten (10) bulk samples.

Task 6.5 Geotechnical Report

Compile new with previous information and prepare comprehensive final geotechnical engineering report summarizing subsurface conditions and engineering properties of soils; evaluation of corrosive potential of soils for new construction; recommendations for pipeline cut-and-cover and trenchless construction; and, recommendations for Recharge Surge Tank and Production Surge Tank including expected excavation conditions, lateral earth pressures, allowable bearing capacity, estimated settlement of foundations, site grading, fill selection and compaction and sub-grade preparation for paving.

Task 7: Corrosion Control

Task 7.1 Data Review and Field Testing

Review available geotechnical information, soil resistivity, and laboratory test results to assess soil chemistry. Conduct site reconnaissance and utility information review to identify potential interferences from other structures and pipelines (including stray currents from existing cathodic protection systems) and high voltage overhead power lines in close proximity (crossings, close parallel) to the proposed Surge Tank locations and large (48-to 72-inch diameter) pipelines. Field reconnaissance will also include soil resistivity measurements using the Wenner 4-pin method in accordance with ASTM G-57. Prepare list of potential interferences and review with Program Manager to identity owner/operators and obtain approval to contact them.

Task 7.2 Corrosion Control Pre-Design

Based on data review, supplemental field testing and contacts with owner/operators of potential interferences, prepare a Corrosion Control Pre-Design Technical Memorandum. The memorandum will summarize data analyses and present recommendations for pipe selection, pipe coatings, tank coatings, electrical isolation requirements, cathodic protection system alternatives (comparison of sacrificial anodes vs. impressed current), preliminary locations of cathodic protection facilities and other special corrosion protection requirements. Submit one electronic copy and five (5) paper copies of the draft memorandum to the Program Manager and review with the Program Manager and the City.

Task 7.3 Cathodic Protection Design Documents

Upon approval of cathodic protection recommendations and coordination with other ASR Program – Phase II designers, prepare plans and specifications for large diameter Pipelines and Surge Tank coatings and/or linings, electrical isolation, electrical continuity, test stations and cathodic protection systems. It is assumed that impressed current type cathodic protection systems will be utilized for larger diameter metallic

pipelines. Design documents will be prepared per ASR Program Engineering Guides and incorporated into Project bid packages.

Task 8: Update Hydraulic Analyses

Task 8.1 Steady State Modeling

Verify and/or update pipeline, River Intake pump station, Surface Water Treatment Plant finished water pump station, Recharge Surge Tank, Production Surge Tank and Recharge/Recovery wells hydraulic grade line design criteria and operating conditions established in the PDR and as may be modified during final design. Update PDR hydraulic model (*H2OMap*) to reflect final design changes to pipeline size and alignment in the water transmission network, final pump selection (including variable speed operation and pump performance at future build-out), minor losses for pump station piping and final site selection and sizing of the Recharge Surge Tank and the Production Surge Tank.

Conduct steady state hydraulic modeling of raw water and finished water systems under the full range of anticipated operations for ASR Program-Phases II and ultimate build-out conditions. Finalize pump selection and pipeline sizes based on modeling results. Summarize results in a Hydraulic Modeling and System Operations Technical Memorandum and review with the City and the Program Manager at the Hydraulic Modeling and System Operation Workshop (Task 1.6).

Task 8.2 Transient Analysis

Review PDR surge analysis, selection of key transient/static hydraulic conditions and recommendations relative to final design system configuration. Update PDR surge model (*InfoSurge*) to reflect final pipeline alignment, material and class selection; criteria for sudden velocity changes (power failure, pump start-stop, valve operations, pipe failure); expand to include pipeline network build-out; and establish baseline or "worst case" design scenarios for ASR Program – Phases II and build-out conditions.

Conduct surge modeling for both build-out and ASR Program – Phase II facilities to determine surge control strategy; and selection of control devices, size and locations. The full range of recharge/recovery operating and sudden velocity change conditions are to be modeled. Establish phasing of surge control facilities consistent with ASR Program phased implementation (ASR – Phase II vs. build-out); check build-out controls for ASR Program – Phase II facilities and adjust as needed. Prepare Final Design Transient Analysis Technical Memorandum and review with the City and the Program Manager at the second Hydraulic Modeling and System Operations Workshop (Task 1.6).

Task 9: Pipeline Design

Raw and finished water transmission pipelines will be designed to procure construction contractors via three (3) bid packages as recommended in the PDR. The facilities and their approximate length include:

Diagonal Transmission Main and River Intake Line

- (Bid Package No.1)—72-inch/66-inch/48-inch Diagonal Pipeline (32,000 ft) and 16-inch Spur Lines (2,700 ft); 54-inch River Intake Pipeline (10,700 ft) and 24-inch Pressure Control Pipeline (3,600 ft); 24-inch Residuals Return Pipeline (10,700 ft); 16-inch slip lining or parallel to the existing 48-inch Valley Center Well Field Pipeline (18,500 ft) including slip lining of the existing 48-inch Well Field Supply Pipeline with a new 16-inch pipeline in the vicinity of the Wichita/Valley Center Floodway—access for slip lining relative to the floodway dikes may require alternate floodway crossing via directional drilling.

SW 72nd Street Transmission Main (Harvey County)

- (Bid Package No.2)—48-inch/36-inch Line No. 1 Pipeline (27,500 ft), 24-inch Line No. 2 (5,600 ft) and seven Spur Lines totaling 900 ft. 16-inch Southwest 60th Street Spur Line (3,300 Ft) and 24-inch Willow Lake Road Pipeline (24,300 ft).

Golden Prairie Road Transmission Main (Harvey County)

- (Bid Package No. 3)—42-inch/36-inch/30-inch/24-inch Line No. 1 (31,500 ft) and five Spur Lines totaling 3,300 ft.

Task 9.1 Refine Pipeline Alignment

Refine/adjust PDR pipeline alignment based on topographic mapping of the pipeline corridor and utility location information provided by the Program Manager, field reconnaissance, results of easement acquisition negotiated by the Program Manager, permit approval requirements, mitigation of infrastructure conflicts, hydraulic analyses, trenchless crossings, interconnections with recharge/recovery wells, environmental considerations and mitigation, and City preferences. This will be an iterative process with multiple activities being accomplished concurrently by the Designer, Program Manager, and the City. Interfaces among Bid Packages and other ASR Program—Phase II projects will be adjusted as appropriate. The Designer will conduct two Pipeline Alignment Workshops with the City and the Program Manager to review and finalize the alignment (Task 1.6).

Task 9.2 Prepare Pipeline Design Documents

Develop plan and profile drawings based on the final alignment and a minimum bury depth of 4.5 feet to the top of pipe. Drawings will be prepared at a horizontal scale of 1 inch equals 50 feet and vertical scale of 1 inch equals 5 feet with plan view positioned above the profile view. The plan view will consist of base map showing topographical information and 1-foot contours. Planimetric features may be added to the base map on a case by case basis. Land ownership and permanent and construction easements provided by the Program Manager will also be shown on the drawings. Plan and profile design information will include horizontal and vertical alignment control; pipeline size, material and pressure class (or wall thickness); locations of isolation, air release/air vacuum (AR/AV), control, throttling and blow-off valves; restrained versus unrestrained joints; trenchless construction locations; and known utilities and associated necessary utility relocations. Site plans and details (standard and Project specific) will be prepared as appropriate to illustrate specific piping alignments, and valve and appurtenances locations, details, connections, construction sequence related details.

The pipeline pressure class/wall thickness will be selected based on the peak operating pressures and/or peak transient pressures per the hydraulic analyses in 50-psi increments. Restrained joint pipe and thrust blocks will be used where necessary with emphasis on restrained joint pipe in sizes 24-inch in diameter and larger. Pipeline will be designed to create isolated sections at acceptable intervals per operation, maintenance, and emergency repair considerations. Valves and appurtenances required for pipeline isolation will include butterfly valves, blow-off valves, and AR/AV valves. AR/AV valves will also be installed at high points and vertical bends to protect the pipeline from excessive vacuum pressure due to water column separation and to provide air cushioning for rejoining of the water column during pipeline filling operations. Pipelines are to be graded to/from AR/AV valves. To the extent possible, AR/AV valves, impressed current stations, and other appurtenances are to be located adjacent to roadways to facilitate access for maintenance or near edges of farm fields to reduce obstructions for land owners.

Based on pipeline materials, size and wall thickness, develop pipe bedding and trench backfill designs. In conjunction with the geotechnical investigations, evaluate the suitability of on-site soils for pipe bedding and trench backfill.

Thirty-two (32) valves (isolation, throttling and control valves) are planned for motorized operation. Valves are intended to be direct-bury with operators located in an adjacent manhole. Designer will provide conduit, wiring and junction box in the manhole for connection of power supply and SCADA systems by others. Designer will coordinate with ASR Program—Phase II SCADA and Overhead Power Supply designers for system connections.

Pipeline trenchless crossings will be utilized at designated roadways, utilities, railroads, and streams—approximately 4,000 ft are anticipated per the PDR. Tunneling or trenchless construction alternatives will be evaluated for each crossing with recommendations developed for tunnel excavation and support, shaft excavation and support, construction staging areas, backfilling, contact grouting, geotechnical instrumentation and monitoring. Potential impacts to adjacent and overlying structures will be evaluated and measures incorporated into the design for mitigation. The Designer will arrange with Program Management to meet with each affected entity to review proposed trenchless design methods, address permitting requirements, and obtain approvals.

The Contract Documents shall be prepared consistent with the City's ASR Program Engineering Guides. The Drawings shall show the scope, extent, and character of the work to be performed and furnished by the Contractor. The Specifications are to be prepared in general conformance with the 49 division format of the Construction Specifications Institute (CSI) Master Format 2004 Edition Numbers and Titles. The Designer shall also prepare for review and approval by the City and the Program Manager, Contractor procurement documents, contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid, instructions to bidders, performance and materials bond forms and other such documents based on standard documents provided by the Program Manager.

Drawings and Specifications will be submitted to the Program Manager in Adobe postscript electronic file format on compact disk. Five (5) half-size paper copies will be provided to the Program Manager for 60-, 90- and 100-percent design development review.

Task 9.3 Equipment, Materials, and/or Products Pre-Purchase

In the event that pre-purchase of pipe materials is considered for this project, the following will be implemented upon written authorization by the City or the Program Manager. The Designer will work with the Program Manager to identify specific Project equipment, materials, and/or products that would benefit the Pipelines construction schedule if pre-purchased by the City. Equipment specifications, data sheets, purchase terms and conditions; vendor cost quotations and delivery schedules will be reviewed with the Program Manager to determine if it is appropriate to proceed with pre-purchase procurement. Following Program Managers approval, the Designer will prepare specifications, request for proposals, procurement terms and conditions, and delineate responsibilities of the Contractor. For the purposes of this Supplemental Agreement No.2 it is assumed that the Designer will prepare pre-purchase documents for one pipe material (steel or ductile iron) and for specialty valves (throttling, control valves).

Task 10: Surge Tanks

Prepare solicitations to specialty tank manufacturers to provide the design, fabrication, construction, testing, and commissioning of a 500,000 gallon Recharge Surge Tank and a 660,000 gallon Production Surge Tank. Final tank size and location will be based on hydraulic modeling results. Tanks will be for elevated water storage and be constructed of steel or composite (concrete pedestal supporting a steel bowl). The design will also include related work such as foundations, steel or reinforced concrete support structure, painting, electrical, instrumentation, yard piping and valves, and appurtenances. Contract Documents will be prepared for both tanks and incorporated into a single bid package.

Drawings and Specifications will be submitted to the Program Manager in Adobe postscript electronic file format on compact disk. Five (5) half-size paper copies will be provided to the Program Manager for 60-, 90- and 100-percent design development review.

Task 11: Design of ASR Phase I Residuals Pump Station and Forcemain

Objectives: The Owner desires to construct a duplex submersible pump station and forcemain for the purpose of delivering residuals produced by the ASR Phase I SWTP Actiflo process to the Little Arkansas River. Bidding and construction phase services are not included in this scope of work but may be added by supplemental agreement.

Task 11.1: Pump Station/Forcemain Pre-Design Technical Memorandum

Objectives: Engineer will collect and review data relevant to the pump station and forcemain, meet with the Owner to discuss the Project, review pump station requirements, conduct hydraulic evaluations, review pipeline materials and sizes, review easement and permit requirements, and summarize the findings, design criteria, and other recommendations in a pre-design technical memorandum. The technical memorandum will be approximately 20 pages in length, and will describe the proposed forcemain alignment, pump station requirements, and other concerns related to the Project. Six (6) copies of the Pre-Design Technical Memorandum will be provided to the Owner.

Task 11.2: Preliminary Design

Objectives: The objective of this portion of the work will be to develop preliminary plans and specifications for the Project that will eventually enable the Owner to review and comment on the design of the proposed improvements. This portion of the Work will involve close coordination with the Owner to identify the Owner's goals and requirements for this Project. Design meetings will be conducted at various stages to report the status of the Project to the Owner. A total of two (2) meetings are

anticipated, one each at the 60 and 95 percent design levels. Meeting minutes will be prepared to document the discussion and decisions made. The Engineer shall also conduct an internal senior QA/QC technical design review prior to each interim design submittal to the Owner. Each internal review shall include an evaluation of the technical design and constructability of the proposed improvements. Internal review and Owner comments shall be addressed in the subsequent submittal. The following activities are associated with this subtask:

Task 11.2.1: Acquire Ground Control Surveys

Objectives: Engineer will utilize the field surveys performed during the ASR Phase I project in the execution of the Pump Station/Forcemain design. Owner will provide Engineer with electronic survey and Phase I record drawings of work along the Phase I raw water pipeline alignment.

Task 11.2.2: Acquire Geotechnical Investigations

Objectives: Engineer will utilize the Geotechnical investigations and report from the ASR Phase I project in the execution of the Pump Station/Forcemain design. Owner will provide Engineer with the Phase I raw water pipeline geotechnical report.

Task 11.2.3: Develop Plans and Profiles for the Approved Forcemain Alignment

Objectives: The forcemain will parallel the existing raw water pipeline. Approximately 10 to 15 drawings are anticipated for plan and profile sheets. The plan and profiles will be drawn using a horizontal scale of 1" = 50'-0" and a vertical scale of 1" = 10'-0". Sheet sizes are anticipated to be 22" x 34".

Task 11.2.4: Determine Valving, Air Release and Access Manhole Locations

Objectives: Based on the Owner's requirements and the Engineer's past experience on locating valves, air releases and access manholes, the Engineer will determine and recommend the design criteria, locations, type, and number of appurtenances required for the forcemain.

Task 11.2.5: Residuals Pump Station Design

Objectives: Based on the design criteria developed in Task 11.1, the Engineer will design the residuals pump station required for the improvements. The design will include a new submersible, duplex type pump station.

Task 11.2.6: Develop 60 Percent Contract Documents

Objectives: Based on information collected, the Engineer will prepare 60 percent level plans, a table of contents for the specifications, a construction cost estimate, and an estimate of the construction schedule. A single bid package will be developed for both the new forcemain and pump station, which will be submitted to the Owner for

review and comment. Six (6) sets of ½-size plans, specifications, construction cost estimate, and schedule will be submitted to the Owner for review and comment.

Task 11.2.7: Conduct Internal QA/QC Review of 60 Percent Submittal

Objectives: The Engineer will conduct an internal QA/QC technical review of the 60 percent level Contract Documents by senior engineers. The Engineer will incorporate the comments received from this review into the 95 percent level documents.

Task 11.2.8: Meet with the Owner to Review and Discuss the 60 Percent Submittal

Objectives: The Engineer will meet with and conduct a 60 percent level design meeting with the Owner to review the 60 percent level Contract Documents. The Engineer will prepare meeting minutes of the 60 percent design meeting and distribute to the Project Team. Comments received during the meeting will be coordinated, as needed, into the 95 percent level documents.

Task 11.2.9: Develop 95 Percent Contract Documents

Objectives: The Engineer will further develop plans and specifications, construction cost estimate, and Project schedule to the 95 percent level. The Specifications shall include (1) the Owner's standard "front-end" contract documents, which include: instructions to bidders; bid forms; bond forms; general conditions (a version of the National Society of Professional Engineers, unmodified) and an Exhibit A that lists the duties, responsibilities and limitations of authority of the resident project representative; and supplemental conditions; (2) technical specifications; and (3) subsurface information, if required. The 95 percent level information will then be submitted to the Owner for review and comment.

Task 11.2.10: Conduct Internal QA/QC Review of 95 Percent Submittal

Objectives: The Engineer will conduct an internal QA/QC technical review of the 95 percent level Contract Documents by senior engineers. The Engineer will incorporate comments received from the internal review into the Preliminary Plans and Specifications.

Task 11.2.11: Meet with the Owner to Review and Discuss the 95 Percent Submittal

Objectives: The Engineer will prepare for and conduct a 95 percent level design meeting with the Owner to review the 95 percent level Contract Documents. The Engineer will prepare meeting minutes of the meeting and distribute to the Project Team. Comments received during this meeting will be incorporated, as needed, into the Preliminary Plans and Contract Specifications.

Task 11.2.12: Identify Permit Application(s) for Forcemain, as Needed

Objectives: The Engineer will assist the Owner in obtaining approvals from governmental authorities having jurisdiction over the Project and will attend one (1) meeting with each governmental agency identified, as required. The Engineer will assist the Owner in preparing permit application(s) and assisting the Owner with submitting the applications to the appropriate regulatory agency. Permit applications, and/or agency review submittals, are anticipated for KDHE and other local governing entities. The Engineer will also assist the Owner in obtaining approval from governmental authorities if special use permits are required.

Task 11.2.13: Develop Pre-Final Contract Documents

Objectives: Engineer will finalize and incorporate Owner comments from the 95 percent submittal into the pre-final Contract Documents. The Engineer will submit six (6) copies of the pre-final Plans and eight (8) sets of the pre-final Specifications to the Owner for review and comment.

Task 11.3: Final Design

Objectives: The objective of this portion of the Work will be to make ready the pre-final Contract Documents for the Project that will enable interested parties to bid and construct the improvements. The Engineer shall discuss with the Owner the pre-final Contract Documents to identify final changes prior to advertising for bids. Comments received from the Owner will be incorporated into the Contract Documents prior to bidding. The following activities have been identified for this subtask:

Task 11.3.1: Discuss with the Owner the Pre-Final Contract Documents

Objectives: The Engineer will discuss with the Owner the pre-final Contract Documents (including plans and specifications), construction cost estimate, construction schedule and other Project related information. Comments received during this discussion will be incorporated, as needed, into the Contract Documents prior to bidding.

Task 11.3.2: Submit the Final Contract Documents to the Owner for Bidding

Objectives: The Engineer will submit seven (7) copies of the final Contract Documents to the Owner for bidding purposes. This will include full-size, blueline copies of the Drawings and bound Specifications.

Task 12: Cost Opinions

Update capital cost opinions consistent with ASR Phase II Program Construction Cost Estimating Guidelines for Class 1 and 2 estimates for 60, 90, and 100 percent design development. Cost opinions are to be arranged to follow Construction Specifications Institute (CSI) format and sorted by major facility component.

Cost opinions are to be generated using Timberline computerized cost estimating software and database combined with the Designers construction experience, vendor surveys and cost data from recent projects. Published cost estimating standards and reference materials are to be consulted as appropriate. Labor productivity, construction equipment productivity, and material pricing are to be adjusted to reflect local practice.

For each cost opinion prepared, identify deviations from previous cost estimate and provide an explanation. Documentation of sources, methods, and procedures used to develop each cost opinion are to be provided.

Task 13: Services During Bidding

For each construction contract prepare Advertisement for Bids; assist Program Manager in advertising and obtaining bids; provide up to twenty (20) sets of the Contract Documents for distribution to prospective bidders and plan rooms designated in the Advertisement for Bids; receive Contract Document fees and apply them to the cost of reproducing the Contract Documents; maintain a record of prospective bidders to whom Contract Documents have been issued; and, attend pre-bid conference.

For each construction contract issue addenda, as appropriate to interpret, clarify or expand the Contract Documents. Provide Program Manager with a copy of all addenda. Consult with and advise Program Manager as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime Contractor for those portions of the work as to which such acceptability is required by the Contract Documents.

Attend bid opening for each construction contract; prepare bid tabulation sheets; assist Program Manager in evaluating bids; checking references of apparent low bidders and in assembling and awarding contracts for construction, materials, equipment and services; and submit a written recommendation to Program Manager regarding the award of a contract.

For each construction contract prepare five (5) sets of the documents plus one electronic copy incorporating addenda items into the Contract Documents for use as official documents to be distributed to the City, Contractor, Designer, and Program Manager. Sign and stamp as professional Engineer/Architect the cover of the project manual and each sheet of the set of Drawings. Identify the Drawings and Project Manual as "Final for Construction." Provide Program Manager with five (5) copies of the executed Contract Documents for distribution to the Contractor and the City.

For each construction contract, incorporate addenda items into the Contract Documents to create a conformed set of contract documents. The Drawings and

Specifications are to be identified as "Conformed Documents – Final for Construction". For each bid package, provide the Program Manager with two (2) paper copies and one electronic copy and provide the Contractor with two (2) paper copies and one electronic copy of the conformed documents.

Task 14: City and Program Manager Responsibilities

- Provide base map and survey information at the request of the Designer that the Designer can rely upon to complete facilities design.
- Provide survey for borehole locations
- Provide easement delineations and land acquisition for all facilities
- Provide standard Contract Documents general conditions, supplementary conditions, contract forms and other standard documents that the Designer can rely upon to complete facilities design

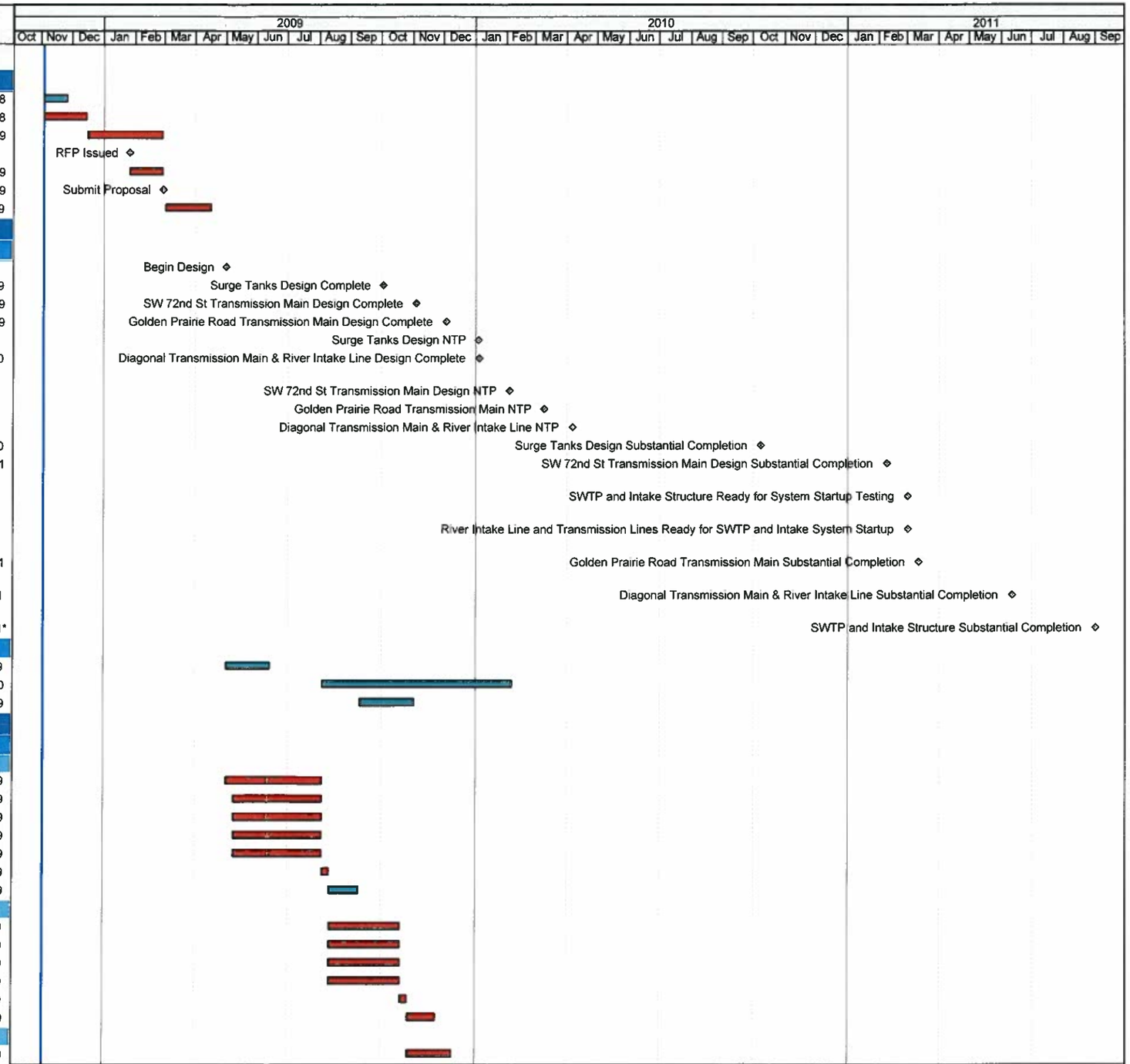
Exhibit B
Wichita Water Utilities
ASR Program - Phase II Pipelines Final Design Services
Fee Estimate

Overall Schedule = 5/09 to 4/10 or 12 months Item	Princ/TRC hrs	Proj. Mgr. hrs	Sr. Eng hrs	Eng 5/6 hrs	Eng 3/4 hrs	Eng 1/2 hrs	Designer hrs	Drafter hrs	Admin hrs	Total hrs	MKEC $	POE $	CORR PRB $	UTILITY $	DUBOIS $	Others $	Other $	OP $	ODC $	Total $
1.0 Project Management Plan																				
1.1 Project Management Plan Update(1)	2	8	24					4	12	50							$ -	$ -	$ 1,345	$ 8,462
1.2 Schedule Updates(1)	2	4	12						2	20								$ -	$ 198	$ 3,552
1.3 Quality Management Plan Updates(1)	4	4	16						4	28								$ -	$ 402	$ 5,036
Project Initiation/PQM Workshop(1)	16	8	16	0	16			4	8	68	$ 1,320	$ 1,320			$ 800			$ 3,440	$ 3,530	$ 17,581
60% TRC Workshop(2)	40	16	24	0	24			4	8	116	$ 3,960	$ 3,960			$ 800		$ 250	$ 8,720	$ 7,182	$ 35,908
90% TRC Workshop(2)	40	16	24	0	24			4	8	116	$ 3,960	$ 3,960			$ 800		$ 250	$ 8,720	$ 7,182	$ 35,908
100% Review and Coordination	24	48	80	0	24			0	16	192	$ -	$ -						$ -	$ 4,826	$ 36,544
1.4 Communications Plan Updates(1)	2	4	8						8	22								$ -	$ 363	$ 3,473
1.5 Monthly Status Reports (12)	12	24	48					26	104	214								$ -	$ 2,639	$ 27,324
1.6 Project Meetings and Workshops																		$ -	$ -	$ -
Monthly Program Manager Internal Coord Meetings (12)	48	48	48						24	168	$ 5,280	$ 5,280						$ 10,560	$ 19,706	$ 60,218
Weekly Project Manager Meetings (52)	0	208	208						104	520								$ -	$ 14,289	$ 94,827
Weekly Design Team Coord Mtgs/Action Items(39)		78	156						104	338								$ -	$ 3,047	$ 50,804
Hydraulic Modeling & System Operations Workshops (2)	32	48	48	0	32			16	16	192								$ -	$ 6,243	$ 36,707
Surge Tank Selection and Site Review Meetings (2)	4	24	48		24			16	8	124								$ -	$ 5,521	$ 23,441
Pipeline Alignment(All Bid Packages) Workshops (2)	24	48	48	0	80			24	8	232	$ 7,920	$ 7,920						$ 15,840	$ 5,653	$ 55,515
Final Design Development Review Meetings(2)	16	24	48	0	24			16	8	136								$ -	$ 3,249	$ 24,011
Project Management, Resource Coord, Document Mgt.	48	48	48	0				96	192	432								$ -	$ 4,408	$ 53,867
Subtotal	**314**	**658**	**904**	**0**	**248**	**0**	**0**	**210**	**634**	**2968**	**$ 22,440**	**$ 22,440**	**$ -**	**$ -**	**$ 2,400**	**$ -**	**$ 500**	**$ 47,280**	**$ 89,781**	**$ 573,176**
2.0 Coordination with Other Designers																				
Survey and Utility Locate Coordination Meetings (8)		16	24			48		16	8	112							$ -	$ -	$ 988	$ 14,095
SCADA Coordination Meetings (2)		8	16					4	4	32							$ -	$ -	$ 1,182	$ 5,931
Recharge/Recovery Well Coordination Meetings(3)	8	12	24			24		16	12	96							$ -	$ -	$ 3,355	$ 15,745
Overhead Power Supply Coordination Meetings (2)		8	12			16		4	4	44							$ -	$ -	$ 1,260	$ 6,777
Subtotal	**8**	**44**	**76**	**0**	**0**	**88**	**0**	**40**	**28**	**284**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,785**	**$ 42,548**
3.0 Public Relations Support																				
Attend Public Hearings(2)	0	16	0						4	20	$ 1,760	$ 1,760			$ 1,600			$ 5,120	$ 2,105	$ 10,476
Provide Documentation Support		4	16					8	8	36	$ 2,500	$ 2,500			$ 1,600			$ 6,600	$ 974	$ 12,182
Subtotal	**0**	**20**	**16**	**0**	**0**	**0**	**0**	**8**	**12**	**556**	**$ 4,260**	**$ 4,260**	**$ -**	**$ -**	**$ 3,200**	**$ -**	**$ -**	**$ 11,720**	**$ 3,079**	**$ 22,658**
PROJECT MGT, COORD & PR TOTAL	**322**	**722**	**996**	**0**	**248**	**88**	**0**	**258**	**674**	**3,308**	**$26,700**	**$26,700**	**$0**	**$0**	**$5,600**	**$0**	**$500**	**$59,000**	**$99,645**	**$638,383**
4.0 Permitting Support																				
KDHE Permits		8		64		40		8	4	124	$ 2,640	$ 2,640					$ -	$ 5,280	$ 944	$ 21,430
KDOT Crossing/Encroachment Permits		12		40		24		16	4	96	$ 5,280	$ 5,280					$ -	$ 10,560	$ 762	$ 23,021
Surge Tank Conditional Use Permit		16		120		80		24	8	248							$ -	$ -	$ 1,750	$ 31,650
USACOE Section 404 Permit		8		40		64		16	4	132	$ 2,200	$ 2,200					$ -	$ 4,400	$ 996	$ 19,936
BNRR, ATSFRR License Agreement		24		80		120		24	4	252	$ 4,400	$ 4,400					$ -	$ 8,800	$ 1,776	$ 39,504
Power Utility License Agreements		4		24		40		8	4	80	$ 1,760	$ 1,760					$ -	$ 3,520	$ 658	$ 12,882
Utility Crossing Agreements w/various agencies		12		80		120		24	4	240	$ 4,400	$ 4,400					$ -	$ 8,800	$ 1,698	$ 37,198
Support PgM Coordination Activities		16		80		24		16	8	144	$ 2,640	$ 2,640			$ -		$ 2,500	$ 5,280	$ 4,811	$ 28,574
Subtotal	**0**	**100**	**0**	**528**	**0**	**512**	**0**	**136**	**40**	**1316**	**$ 23,320**	**$ 23,320**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,500**	**$ 48,640**	**$ 13,392**	**$ 214,195**
5.0 Survey, Utility and Land Acquisition Support																				
Update ROW and Easement Requirements		4		64					8	76	$ 8,800	$ 10,560					$ -	$ 19,360	$ 881	$ 30,763
Conduct subsurface Utility Locations		4		40					8	52				$ 75,000			$ -	$ 75,000	$ 725	$ 82,791
Identify Borehole Field Survey Requirements to PgM		2		4					2	8							$ -	$ -	$ 180	$ 1,268
Subtotal	**0**	**10**	**0**	**108**	**0**	**0**	**0**	**0**	**18**	**136**	**$ 8,800**	**$ 10,560**	**$ -**	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ 94,360**	**$ 1,786**	**$ 114,821**
6.0 Geotechnical Investigations																				
6.1 Subsurface Investigation Plan		2	4	0	12	0				18							$ -	$ -	$ 147	$ 2,528
6.2 Subsurface Investigations		4			80					84						$ 18,100	$ 500	$ 18,100	$ 6,716	$ 34,518
6.3 Groundwater Monitoring		2	6	0						8						$ 8,000	$ -	$ 8,000	$ 52	$ 9,422
6.4 Laboratory Testing		0	8	0	12					20						$ 21,000	$ -	$ 21,000	$ 130	$ 23,805
6.5 Geotechnical Report	6	4	31	0	90	18		8	5	162						$ -	$ -	$ -	$ 2,153	$ 22,159
Subtotal	**6**	**12**	**49**	**0**	**194**	**18**	**0**	**8**	**5**	**292**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 47,100**	**$ 500**	**$ 47,100**	**$ 9,198**	**$ 92,432**
7.0 Corrosion Control																				
7.1 Data Review and Field Testing	4	4	24						4	36			$ 36,000				$ -	$ 36,000	$ 1,247	$ 43,211
7.2 Corrosion Control Pre-Design	4	2	24						4	34			$ 13,500				$ -	$ 13,500	$ 381	$ 19,475
7.3 Cathodic Protection Design Documents	8	2	16						2	28			$ 27,500				$ -	$ 27,500	$ 492	$ 33,061
Subtotal	**16**	**8**	**64**	**0**	**0**	**0**	**0**	**0**	**10**	**98**	**$ -**	**$ -**	**$ 77,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 77,000**	**$ 2,120**	**$ 95,747**
8.0 Update Hydraulic Analyses																				
8.1 Steady State Modeling	16	64	24		320		0	8	16	448						$ 5,000	$ -	$ 5,000	$ 5,162	$ 67,429
8.2 Transient Analysis	24	80	32		440		0	8	24	608						$ 5,000	$ -	$ 5,000	$ 8,017	$ 90,483
Subtotal	**40**	**144**	**56**	**0**	**760**	**0**	**0**	**16**	**40**	**1056**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 10,000**	**$ -**	**$ 10,000**	**$ 13,179**	**$ 157,912**
9.0a Pipeline Design-Bid Package No.1																				
9.1 Refine Pipeline Alignment		24	80		0				8	112	$ -						$ -			
9.2 Prepare Pipeline Design Documents - 110 sheets		48	240		160		120		40	608	$ 678,975						$ -	$ -	$ 2,426	$ 20,755
9.3 Equipment, Materials, Products Prepurchase		8	24		48			12	8	100							$ -	$ 678,975	$ 4,752	$ 768,668
Subtotal	**0**	**80**	**344**	**0**	**208**	**0**	**120**	**12**	**56**	**820**	**$ 678,975**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 678,975**	**$ 1,080**	**$ 13,458**
9.0b Pipeline Design-Bid Package No.2																			**$ 8,258**	**$ 802,881**
9.1 Refine Pipeline Alignment		24	64						8	96							$ -			
9.2 Prepare Pipeline Design Documents - 82 sheets		64	200		120		120		24	528		$ 411,662					$ -	$ -	$ 2,102	$ 17,769
9.3 Equipment, Materials, Products Prepurchase		8	20		40			4	8	80							$ -	$ 411,662	$ 3,872	$ 491,182
Subtotal	**0**	**96**	**284**	**0**	**160**	**0**	**120**	**4**	**40**	**704**	**$ -**	**$ 411,662**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 411,662**	**$ 5,974**	**$ 11,126**
9.0c Pipeline Design-Bid Package No.3																			**$ 6,924**	**$ 520,077**
9.1 Refine Pipeline Alignment		20	64						8	92							$ -			
9.2 Prepare Pipeline Design Documents - 68 sheets		36	180						20	236		$ 362,722					$ -	$ -	$ 2,016	$ 16,940
9.3 Equipment, Materials, Products Prepurchase		4	8		32			4	8	56							$ -	$ 362,722	$ 1,974	$ 402,737
Subtotal	**0**	**60**	**252**	**0**	**32**	**0**	**0**	**4**	**38**	**384**	**$ -**	**$ 362,722**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 362,722**	**$ 4,746**	**$ 428,976**

Exhibit B
Wichita Water Utilities
ASR Program - Phase II Pipelines Final Design Services
Fee Estimate

10.0 Surge Tanks																				
Gen. Civil, Yard Piping, Corrosion- 20 shts ea site =40 shts		24	80	240	320	0	80	480	24	1,248					$ 13,600		$ -	$ -		
Landscaping - 3 shts ea site = 6 shts		4	16	80	0			80	8	188							$ -	$ 13,600	$ 11,225	$ 163,321
Structural details-1 sheet ea. site = 2 shts		4	8	64			24		16	116							$ -	$ -	$ 2,232	$ 24,120
Electrical, lighting, interfaces - 11 shts ea for 2 sites =22 shts		4	48	180			320		16	568							$ -	$ -	$ 1,764	$ 17,252
Instrumentation - 7 shts ea site = 14 shts		4	72	64			200		16	356							$ -	$ -	$ 3,772	$ 80,508
Subtotal	0	40	224	628	320	0	624	560	80	2476	$ -	$ -	$ -	$ -	$ 13,600	$ -	$ -	$ -	$ 2,394	$ 51,060
																	$ -	$ 13,600	$ 21,387	$ 336,260
11.0 Cost Opinions																				
60 percent design construction cost estimate		8		80					6	94							$ -	$ -		
90 percent design construction cost estimate		4		48					4	56							$ -	$ -	$ 2,009	$ 15,436
100 percent design construction cost estimate		4		48					4	56							$ -	$ -	$ 394	$ 8,330
Subtotal	0	16	0	176	0	0	0	0	14	206	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 394	$ 8,330
																	$ -	$ -	$ 2,797	$ 32,096
12.0 Final Design of Residuals Pump Station and Forcemain																				
12.1 Pump Station/FM Pre-Design Technical Memorandum	4	8	8	40	40			16	8	124							$ -	$ -	$ 1,817	$ 17,663
12.2 Preliminary Design										0							$ -	$ -	$ 1,012	$ 1,012
12.2.1 Ground Surveys and Easement Descriptions	2	4					24	80	24	134		$ 24,500					$ -	$ 24,500	$ 1,884	$ 38,762
12.2.2 Geotechnical		4							8	12							$ -	$ -	$ 1,092	$ 2,388
12.2.3 Preliminary Plan & Profile Drawings		4							8	12							$ -	$ -	$ 1,093	$ 2,399
12.2.4 Determine Valving, Air Release Locations		4	8					8		20							$ -	$ -	$ 1,146	$ 3,680
12.2.5 Sludge Pump Station Design	2	4	8	20	20	8	8	80	8	158							$ -	$ -	$ 2,044	$ 18,415
12.2.6 Develop 60% Contract Documents		4	4	20	20	8	8	80	8	152							$ -	$ -	$ 2,006	$ 17,238
12.2.7 60% QA/QC	4	8	4						8	24							$ -	$ -	$ 1,175	$ 4,836
12.2.8 60% Review Meeting	4	4							8	16							$ -	$ -	$ 1,124	$ 3,377
12.2.9 Develop 95% Contract Documents		4					40	80	8	132							$ -	$ -	$ 1,879	$ 14,705
12.2.10 95% QA/QC	4	8	4						8	24							$ -	$ -	$ 1,178	$ 4,839
12.2.11 95% Review Meeting	4	4							8	16							$ -	$ -	$ 1,127	$ 3,380
12.2.12 Identify Permits		4		16	16				8	44							$ -	$ -	$ 1,310	$ 6,712
12.2.13 Develop Pre-Final Contract Documents		4		12	40	20	40	80		196							$ -	$ -	$ 2,299	$ 22,561
12.3 Final Design										0							$ -	$ -	$ 1,026	$ 1,026
12.3.1 Pre-Final Document Review		8	4						8	20							$ -	$ -	$ 1,157	$ 3,871
12.3.2 Submit Final Contract Documents	4	16			24			24	8	76							$ -	$ -	$ 1,522	$ 10,610
Subtotal	28	92	32	116	160	36	120	448	128	1160	$ -	$24,500	$ -	$ -	$ -	$ -		$ 24,500	$ 25,891	$ 177,482
FINAL DESIGN TOTAL	90	658	1,305	1,556	1,834	566	984	1,188	467	8,648	$ 711,095	$ 832,764	$ 77,000	$ 75,000	$ 13,600	$ 57,100	$3,000	$1,766,559	$109,676	$2,970,878
13.0a Pipeline-Bid Package No.1																				
Advertisement, Print & Distribute Plans, Pre-bid Mtg			4						8	12	$ 2,000						$ -	$ 2,000	$ 1,166	$ 4,394
Interpret, clarify documents, prepare addenda		8	40						4	52	$ 17,600						$ -	$ 17,600	$ 828	$ 26,850
Attend bid opening, evaluate bids, recommend award			8						2	10	$ 4,400						$ -	$ 4,400	$ 93	$ 5,965
Incorporate addenda, conformed documents		4	16						2	22	$ 13,200						$ -	$ 13,200	$ 2,243	$ 18,989
Subtotal	0	12	68	0	0	0	0	0	16	96	$ 37,200	$ -	$ -	$ -	$ -	$ -	$ -	$ 37,200	$ 4,329	$ 56,198
13.0b Pipeline-Bid Package No.2																				
Advertisement, Print & Distribute Plans, Pre-bid Mtg			4					4	8	16		$ 2,000					$ -	$ 2,000	$ 1,192	$ 4,740
Interpret, clarify documents, prepare addenda		8	40						4	52		$ 11,000					$ -	$ 11,000	$ 828	$ 20,250
Attend bid opening, evaluate bids, recommend award			8						2	10		$ 1,000					$ -	$ 1,000	$ 93	$ 2,565
Incorporate addenda, conformed documents		4	16						2	22		$ 6,000					$ -	$ 6,000	$ 2,243	$ 11,789
Subtotal	0	12	68	0	0	0	0	4	16	100	$ -	$ 20,000	$ -	$ -	$ -	$ -	$ -	$ 20,000	$ 4,356	$ 39,344
13.0c Pipeline-Bid Package No.3																				
Advertisement, Print & Distribute Plans, Pre-bid Mtg			4					4	8	16		$ 2,000					$ -	$ 2,000	$ 1,164	$ 4,713
Interpret, clarify documents, prepare addenda		8	40						4	52		$ 7,000					$ -	$ 7,000	$ 828	$ 16,250
Attend bid opening, evaluate bids, recommend award			8						2	10		$ 1,000					$ -	$ 1,000	$ 65	$ 2,537
Incorporate addenda, conformed documents		4	16						2	22		$ 6,000					$ -	$ 6,000	$ 2,243	$ 11,789
Subtotal	0	12	68	0	0	0	0	4	16	100	$ -	$ 16,000	$ -	$ -	$ -	$ -	$ -	$ 16,000	$ 4,300	$ 35,289
13.0d Surge Tanks-Bid Package No.4																				
Advertisement, Print & Distribute Plans, Pre-bid Mtg				8				4	24	36							$ -	$ -	$ 2,232	$ 5,393
Interpret, clarify documents, prepare addenda		4	24	40					16	84							$ -	$ -	$ 1,276	$ 12,898
Attend bid opening, evaluate bids, recommend award				16					4	20							$ -	$ -	$ 170	$ 2,755
Incorporate addenda, conformed documents			16	24				24	16	80							$ -	$ -	$ 1,640	$ 10,805
Subtotal	0	4	40	88	0	0	0	28	60	220	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,317	$ 31,851
13.0e Residuals Pump Station and Forcemain-Bid Package No.5																				
Advertisement, Print & Distribute Plans, Pre-bid Mtg				8					8	16							$ -	$ -	$ 2,102	$ 3,817
Interpret, clarify documents, prepare addenda		4	24	40				4	4	76							$ -	$ -	$ 1,224	$ 12,322
Attend bid opening, evaluate bids, recommend award				16					2	18							$ -	$ -	$ 157	$ 2,601
Incorporate addenda, conformed documents			16	24					4	44							$ -	$ -	$ 1,406	$ 7,806
Subtotal	0	4	40	88	0	0	0	4	18	154	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,886	$ 26,546
BIDDING & AWARD TOTAL	0	44	284	176	0	0	0	40	126	670	$37,200	$36,000	$0	$0	$0	$0	$0	$73,200	$23,189	$189,227
TOTAL ALL COSTS	412	1,424	2,585	1,732	2,082	654	984	1,486	1,267	12,626	$774,996	$895,464	$77,000	$75,000	$19,200	$57,100	$3,500	$1,898,759	$232,510	$3,798,488

Activity ID	Activity Name	Original Duration	Start	Finish
Wichita Water Utilities ASR Phase II				
Project Contracting				
ASR110	Prequalification Process	18	03-Nov-08	26-Nov-08
ASR100	Draft PDR Report	29	03-Nov-08	15-Dec-08
ASR120	Final PDR Report	51	16-Dec-08	27-Feb-09
ASR130	RFP Issued	0	26-Jan-09*	
ASR140	Proposal Development	24	26-Jan-09	27-Feb-09
ASR150	Submit Proposal	0		27-Feb-09
ASR160	Contract Award	33	02-Mar-09	15-Apr-09
General				
Project Milestones				
ASR170	Begin Design	0	01-May-09	
ASR7080	Surge Tanks Design Complete	0		02-Oct-09
ASR7020	SW 72nd St Transmission Main Design Complete	0		03-Nov-09
ASR7050	Golden Prairie Road Transmission Main Design Complete	0		03-Dec-09
ASR7090	Surge Tanks NTP	0	04-Jan-10	
ASR180	Diagonal Transmission Main & River Intake Line Design Complete	0		04-Jan-10
ASR7030	SW 72nd St Transmission Main NTP	0	03-Feb-10	
ASR7060	Golden Prairie Road Transmission Main NTP	0	09-Mar-10	
ASR7000	Diagonal Transmission Main & River Intake Line NTP	0	06-Apr-10	
ASR7100	Surge Tanks Substantial Completion	0		07-Oct-10
ASR7040	SW 72nd St Transmission Main Substantial Completion	0		08-Feb-11
ASR7110	SWTP and Intake Structure Ready for System Startup Testing	0	01-Mar-11*	
ASR7130	River Intake Line and Transmission Lines Ready for SWTP and Intake System Startup	0	01-Mar-11	
ASR7070	Golden Prairie Road Transmission Main Substantial Completion	0		11-Mar-11
ASR7010	Diagonal Transmission Main & River Intake Line Substantial Completion	0		10-Jun-11
ASR7120	SWTP and Intake Structure Substantial Completion	0		31-Aug-11*
Permitting				
ASR270	Obtain Building Permits	30	01-May-09	12-Jun-09
ASR1070	Obtain Easements/Land Permits	130	04-Aug-09	05-Feb-10
ASR4200	Surge Tank Permits	40	09-Sep-09	02-Nov-09
Diagonal Transmission Main and River Intake Line				
Design				
60% Design				
ASR2700	Site Layout and Right-of-Way Access	65	01-May-09	03-Aug-09
ASR3100	Transmission Line Designs	60	08-May-09	03-Aug-09
ASR2690	Trenching Designs	60	08-May-09	03-Aug-09
ASR2710	RW Pipeline Designs	60	08-May-09	03-Aug-09
ASR2720	Valve Designs	60	08-May-09	03-Aug-09
ASR2850	QA/QC 60% Design	5	04-Aug-09	10-Aug-09
ASR2860	Client Review and Comments 60% Design	20	11-Aug-09	08-Sep-09
90% Design				
ASR4260	Transmission Line Designs	50	11-Aug-09	19-Oct-09
ASR2730	Trenching Design	50	11-Aug-09	19-Oct-09
ASR2740	RW Pipeline Design	50	11-Aug-09	19-Oct-09
ASR2750	Valve Design	50	11-Aug-09	19-Oct-09
ASR2870	QA/QC 90% Design	5	20-Oct-09	26-Oct-09
ASR2880	Client Review and Comments 90% Design	20	27-Oct-09	23-Nov-09
100% Final Design				
ASR4290	Transmission Line Designs	30	27-Oct-09	09-Dec-09



Forcasted Work
Critical Forcast Work
Milestone

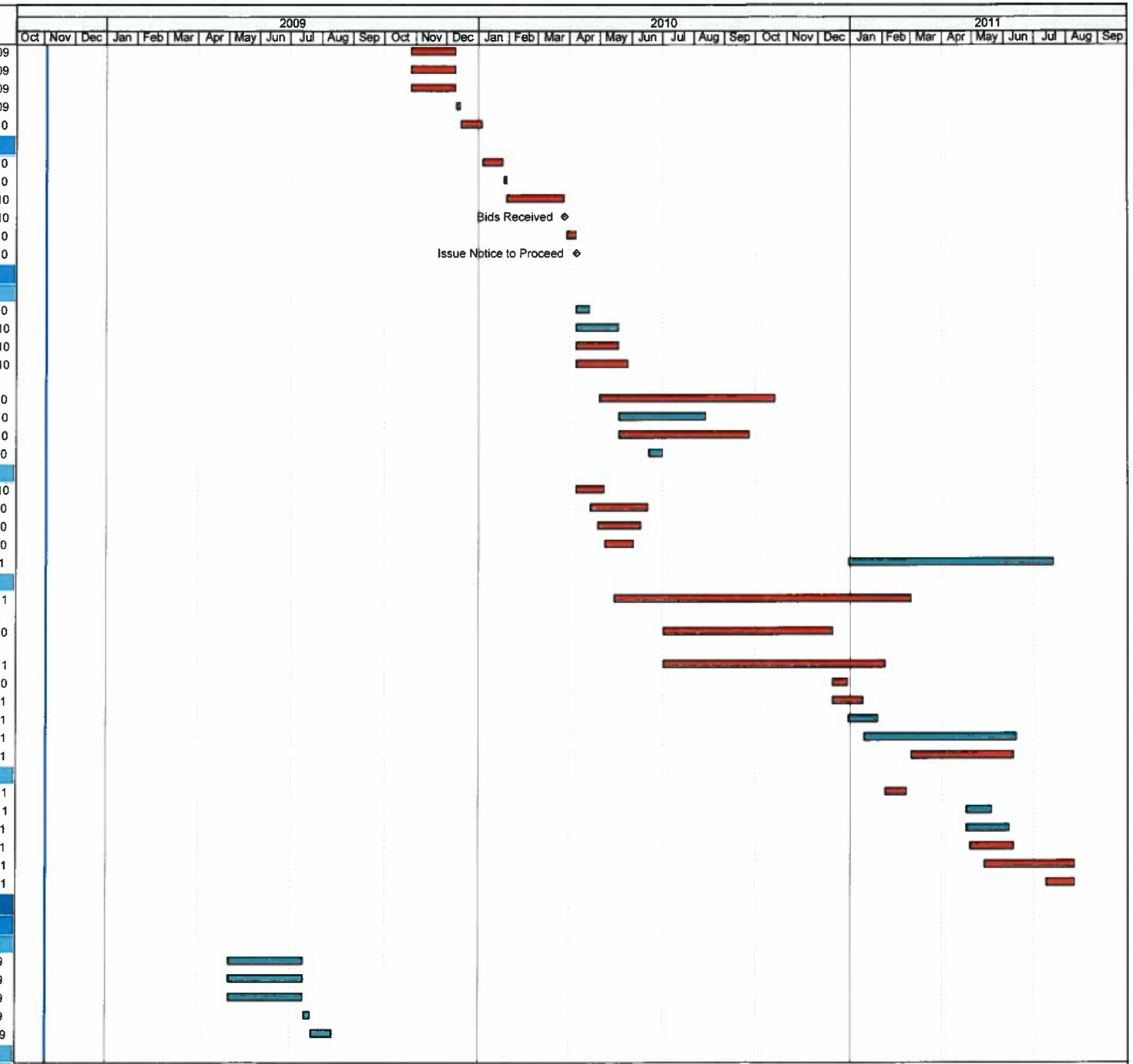
Wichita Water Utilities ASR Phase II - Pipeline Project

30% Design Schedule

March 31, 2009

Exhibit C

Activity ID	Activity Name	Original Duration	Start	Finish
ASR2760	Trenching Design	30	27-Oct-09	09-Dec-09
ASR2770	RW Pipeline Design	30	27-Oct-09	09-Dec-09
ASR2780	Valve Design	30	27-Oct-09	09-Dec-09
ASR2890	QA/QC 100% Design	3	10-Dec-09	14-Dec-09
ASR2900	Client Review and Comments 100% Design	13	15-Dec-09	04-Jan-10
Contract Bidding				
ASR5680	Develop Bidding Package for Advertisement	15	05-Jan-10	25-Jan-10
ASR5690	Advertise Bid	3	26-Jan-10	28-Jan-10
ASR5700	Contractors Bid Review	40	29-Jan-10	26-Mar-10
ASR5710	Bids Received	0		26-Mar-10
ASR5720	Bids Review and Award	7	29-Mar-10	06-Apr-10
ASR5730	Issue Notice to Proceed	0		06-Apr-10
Construction				
Submittals and Procurement				
ASR2910	Bedding Materials Review/Approval	10	07-Apr-10	20-Apr-10
ASR4350	Major Valve Submittals/Approval	30	07-Apr-10	18-May-10
ASR2920	RW Pipe Materials and Shop Drawings Review/Approval	30	07-Apr-10	18-May-10
ASR4320	Transmission Line Lines Pipeline Materials Shop Drawings	37	07-Apr-10	27-May-10
ASR4360	Transmission Line Lines Pipe Fab/Deliver	120	30-Apr-10	19-Oct-10
ASR4390	Major Valve Pipe Fab/Deliver	60	19-May-10	12-Aug-10
ASR2940	RW Pipe Fab/Deliver	90	19-May-10	24-Sep-10
ASR2930	Bedding Materials Deliver	10	17-Jun-10	30-Jun-10
General Area Sitework				
ASR2950	Mobilization and General Site Excavation and Site Survey	20	07-Apr-10	04-May-10
ASR4400	Setup Temp Environmental Controls	40	21-Apr-10	16-Jun-10
ASR4410	Site Surveys and Geo Testing	30	28-Apr-10	09-Jun-10
ASR2960	Setup Temp Traffic Site Controls	20	05-May-10	02-Jun-10
ASR2970	Site Restoration (as needed per area)	140	30-Dec-10	19-Jul-11
Pipeline Installation				
ASR4450	Install and Test Diagonal Transmission Line From 6+53 to 460+00 & Misc Valving	200	14-May-10	01-Mar-11
ASR2990	Install and Test RW Pipe Section at SWTP to Metering Vault	115	01-Jul-10	14-Dec-10
ASR3050	Install and Test Sludge Return Line and Misc Valving	150	01-Jul-10	03-Feb-11
ASR3000	Connect RW Pipe at Inlet	10	15-Dec-10	29-Dec-10
ASR2980	Install and Test 72" SWTP Transmission Line & Valving	20	15-Dec-10	13-Jan-11
ASR4430	Install RW Valves and Misc Materials/Electrical/I&C	20	30-Dec-10	27-Jan-11
ASR3010	Install and Test Misc Spurlines and Valving	105	14-Jan-11	13-Jun-11
ASR4500	Install and Test Valley Center Wellfield Line & Misc Valving	72	02-Mar-11	10-Jun-11
Testing				
ASR3020	RW Final Pipe Testing	15	04-Feb-11	25-Feb-11
ASR4740	Area Electrical and Controls Testing	20	25-Apr-11	20-May-11
ASR4750	O&M Manuals / Training	30	25-Apr-11	06-Jun-11
ASR4720	Final Transmission Line Testing	30	29-Apr-11	10-Jun-11
ASR3040	Asbuilts / Punchlist	60	13-May-11	08-Aug-11
ASR3030	Area Demobilization	20	12-Jul-11	08-Aug-11
SW 72nd St Transmission Main				
Design				
60% Design				
ASR5060	Distribution Pipeline Designs	50	01-May-09	13-Jul-09
ASR5070	Major Valving Design	50	01-May-09	13-Jul-09
ASR5080	Trenching Designs	50	01-May-09	13-Jul-09
ASR5120	QA/QC 60% Design	5	14-Jul-09	20-Jul-09
ASR5130	Client Review and Comments 60% Design	15	21-Jul-09	10-Aug-09
90% Design				



Forcasted Work
Critical Forcast Work
Milestone

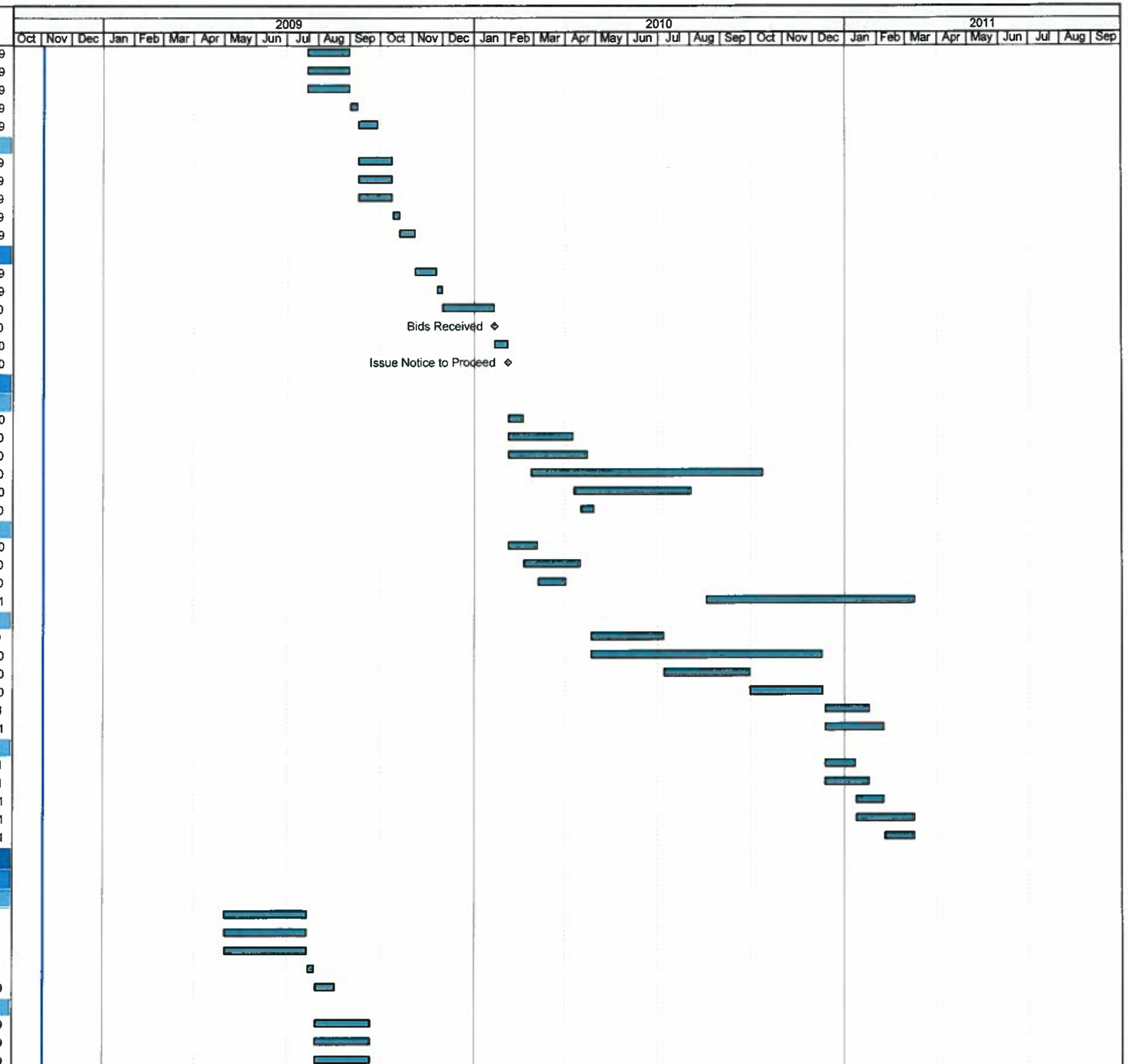
Wichita Water Utilities ASR Phase II - Pipeline Project

30% Design Schedule

March 31, 2009

Exhibit C

Activity ID	Activity Name	Original Duration	Start	Finish
ASR4900	Distribution Pipeline Designs	30	21-Jul-09	31-Aug-09
ASR4910	Major Valving Design	30	21-Jul-09	31-Aug-09
ASR4920	Trenching Design	30	21-Jul-09	31-Aug-09
ASR4950	QA/QC 90% Design	5	01-Sep-09	08-Sep-09
ASR4960	Client Review and Comments 90% Design	15	09-Sep-09	28-Sep-09
100% Final Design				
ASR4980	Distribution Pipeline Designs	25	09-Sep-09	12-Oct-09
ASR4990	Major Valving Design	25	09-Sep-09	12-Oct-09
ASR5000	Trenching Design	25	09-Sep-09	12-Oct-09
ASR5030	QA/QC 100% Design	5	13-Oct-09	19-Oct-09
ASR5040	Client Review and Comments 100% Design	11	20-Oct-09	03-Nov-09
Contract Bidding				
ASR5050	Develop Bidding Package for Advertisement	15	04-Nov-09	24-Nov-09
ASR5090	Advertise Bid	2	25-Nov-09	30-Nov-09
ASR5100	Contractors Bid Review	35	01-Dec-09	20-Jan-10
ASR5110	Bids Received	0		20-Jan-10
ASR5600	Bids Review and Award	10	21-Jan-10	03-Feb-10
ASR5610	Issue Notice to Proceed	0		03-Feb-10
Construction				
Submittals and Procurement				
ASR4810	Bedding Materials Review/Approval	10	04-Feb-10	18-Feb-10
ASR4790	Major Valving Submittal Review/Approval	45	04-Feb-10	08-Apr-10
ASR4780	Distribution Lines Pipeline Materials Shop Drawings	55	04-Feb-10	22-Apr-10
ASR4840	Distribution Lines Pipe Fab/Deliver	160	26-Feb-10	12-Oct-10
ASR4850	Major Valving Fab/Deliver	80	09-Apr-10	02-Aug-10
ASR4870	Bedding Materials Deliver	10	16-Apr-10	29-Apr-10
General Area Sitework				
ASR5140	Mobilization and General Site Excavation and Survey	20	04-Feb-10	04-Mar-10
ASR5170	Setup Temp Environmental Controls	40	19-Feb-10	15-Apr-10
ASR5150	Setup Temp Traffic Site Controls	20	05-Mar-10	01-Apr-10
ASR5160	Site Restoration (as needed per area)	140	18-Aug-10	09-Mar-11
Pipeline Installation				
ASR5270	Install and Test 42" Pipeline and Misc Valving	50	26-Apr-10	06-Jul-10
ASR5280	Install and Test 36" Pipeline and Misc Valving	160	26-Apr-10	10-Dec-10
ASR5300	Install and Test 24" Pipeline and Misc Valving	60	07-Jul-10	29-Sep-10
ASR5290	Install and Test 30" Pipeline and Misc Valving	50	30-Sep-10	10-Dec-10
ASR5320	Install and Test 16" Pipeline and Misc Valving	30	13-Dec-10	25-Jan-11
ASR5330	Install and Test 12" Pipeline and Misc Valving	40	13-Dec-10	08-Feb-11
Testing				
ASR5570	Area Electrical and Controls Testing	20	13-Dec-10	11-Jan-11
ASR5580	O&M Manuals / Training	30	13-Dec-10	25-Jan-11
ASR5560	Final Distribution Pipeline Testing	20	12-Jan-11	08-Feb-11
ASR5540	Asbuilts / Punchlist	40	12-Jan-11	09-Mar-11
ASR5530	Area Demobilization	20	09-Feb-11	09-Mar-11
Golden Prairie Road Transmission Main				
Design				
60% Design				
ASR5800	Distribution Pipeline Designs	55	01-May-09	20-Jul-09
ASR5810	Major Valving Design	55	01-May-09	20-Jul-09
ASR5820	Trenching Designs	55	01-May-09	20-Jul-09
ASR5830	QA/QC 60% Design	5	21-Jul-09	27-Jul-09
ASR5840	Client Review and Comments 60% Design	15	28-Jul-09	17-Aug-09
90% Design				
ASR5850	Distribution Pipeline Designs	40	28-Jul-09	21-Sep-09
ASR5860	Major Valving Design	40	28-Jul-09	21-Sep-09
ASR5870	Trenching Design	40	28-Jul-09	21-Sep-09



Forcasted Work
Critical Forcast Work
◇ ◇ Milestone

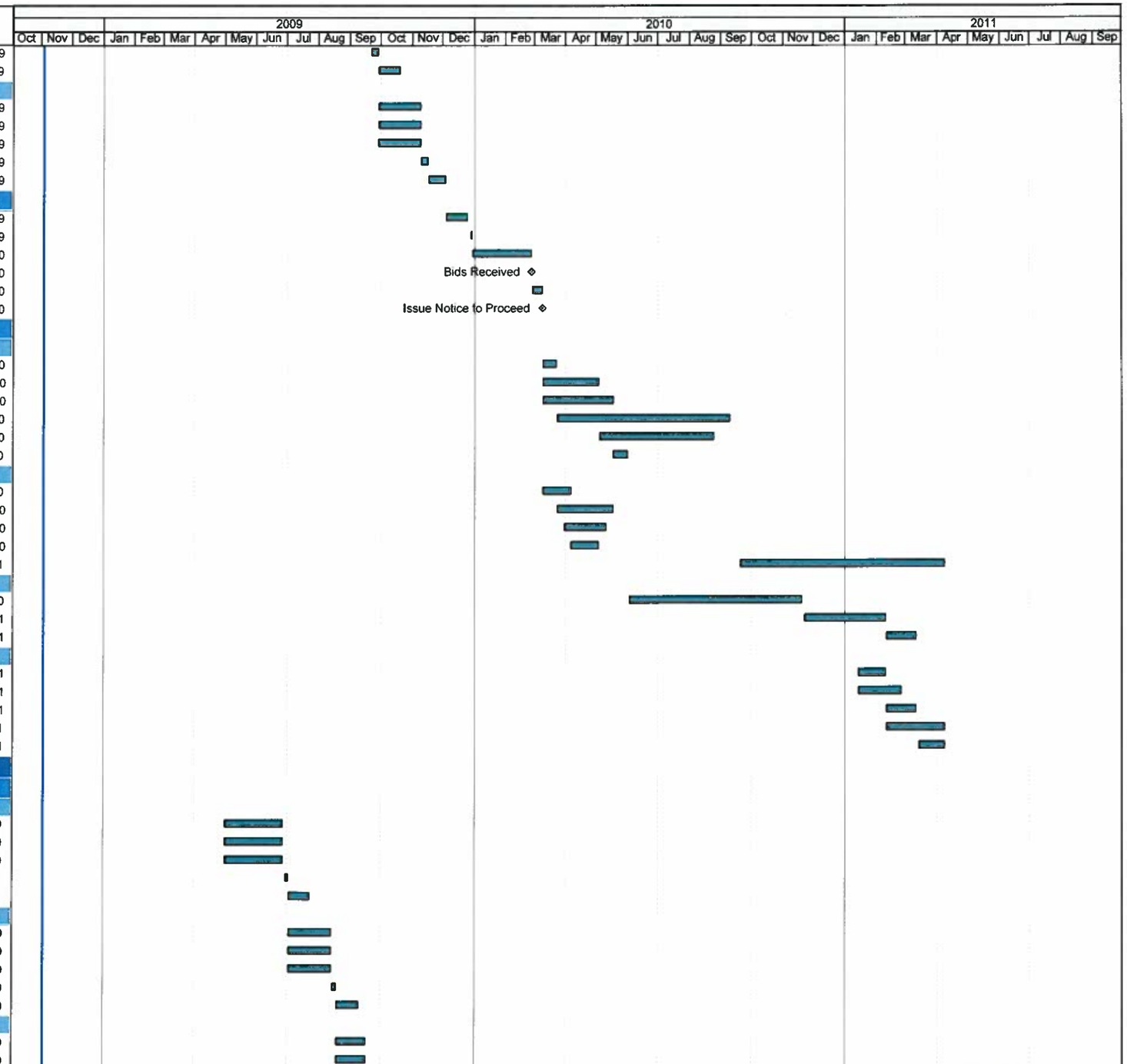
Wichita Water Utilities ASR Phase II - Pipeline Project

30% Design Schedule

March 31, 2009

Exhibit C

Activity ID	Activity Name	Original Duration	Start	Finish
ASR5880	QA/QC 90% Design	5	22-Sep-09	28-Sep-09
ASR5890	Client Review and Comments 90% Design	15	29-Sep-09	19-Oct-09
100% Final Design				
ASR5900	Distribution Pipeline Designs	30	29-Sep-09	09-Nov-09
ASR5910	Major Valving Design	30	29-Sep-09	09-Nov-09
ASR5920	Trenching Design	30	29-Sep-09	09-Nov-09
ASR5930	QA/QC 100% Design	5	10-Nov-09	16-Nov-09
ASR5940	Client Review and Comments 100% Design	11	17-Nov-09	03-Dec-09
Contract Bidding				
ASR5740	Develop Bidding Package for Advertisement	15	04-Dec-09	24-Dec-09
ASR5750	Advertise Bid	2	28-Dec-09	29-Dec-09
ASR5760	Contractors Bid Review	40	30-Dec-09	25-Feb-10
ASR5770	Bids Received	0		25-Feb-10
ASR5780	Bids Review and Award	7	26-Feb-10	08-Mar-10
ASR5790	Issue Notice to Proceed	0		08-Mar-10
Construction				
Submittals and Procurement				
ASR5970	Bedding Materials Review/Approval	10	09-Mar-10	22-Mar-10
ASR5960	Major Valving Submittal Review/Approval	40	09-Mar-10	03-May-10
ASR5950	Distribution Lines Pipeline Materials Shop Drawings	50	09-Mar-10	17-May-10
ASR5980	Distribution Lines Pipe Fab/Deliver	120	23-Mar-10	09-Sep-10
ASR5990	Major Valving Fab/Deliver	80	04-May-10	25-Aug-10
ASR6000	Bedding Materials Deliver	10	18-May-10	01-Jun-10
General Area Sitework				
ASR6010	Mobilization and General Site Excavation at RW Line	20	09-Mar-10	05-Apr-10
ASR6040	Setup Temp Environmental Controls	40	23-Mar-10	17-May-10
ASR6050	Site Surveys and Geo Testing	30	30-Mar-10	10-May-10
ASR6020	Setup Temp Traffic Site Controls	20	06-Apr-10	03-May-10
ASR6030	Site Restoration (as needed per area)	140	20-Sep-10	08-Apr-11
Pipeline Installation				
ASR6110	Install and Test 36" Pipeline and Misc Valving	120	03-Jun-10	19-Nov-10
ASR6130	Install and Test 24" Pipeline and Misc Valving	55	22-Nov-10	10-Feb-11
ASR6080	Install and Test 12" Pipeline and Misc Valving	20	11-Feb-11	11-Mar-11
Testing				
ASR6350	Area Electrical and Controls Testing	20	14-Jan-11	10-Feb-11
ASR6360	O&M Manuals / Training	30	14-Jan-11	25-Feb-11
ASR6340	Final Distribution Pipeline Testing	20	11-Feb-11	11-Mar-11
ASR6330	Asbuilts / Punchlist	40	11-Feb-11	08-Apr-11
ASR6320	Area Demobilization	20	14-Mar-11	08-Apr-11
Surge Tanks				
Design				
60% Design				
ASR6430	Electrical and Controls Designs	40	01-May-09	26-Jun-09
ASR6440	Surge Tanks Design	40	01-May-09	26-Jun-09
ASR6450	Foundation Designs	40	01-May-09	26-Jun-09
ASR6460	QA/QC 60% Design	3	29-Jun-09	01-Jul-09
ASR6470	Client Review and Comments 60% Design	15	02-Jul-09	23-Jul-09
90% Design				
ASR6480	Electrical and Controls Designs	30	02-Jul-09	13-Aug-09
ASR6490	Surge Tanks Design	30	02-Jul-09	13-Aug-09
ASR6500	Foundation Design	30	02-Jul-09	13-Aug-09
ASR6510	QA/QC 90% Design	3	14-Aug-09	18-Aug-09
ASR6520	Client Review and Comments 90% Design	15	19-Aug-09	09-Sep-09
100% Final Design				
ASR6530	Electrical and Controls Designs	20	19-Aug-09	16-Sep-09
ASR6540	Surge Tanks Design	20	19-Aug-09	16-Sep-09



Forcasted Work
Critical Forcast Work
◇ ◇ Milestone

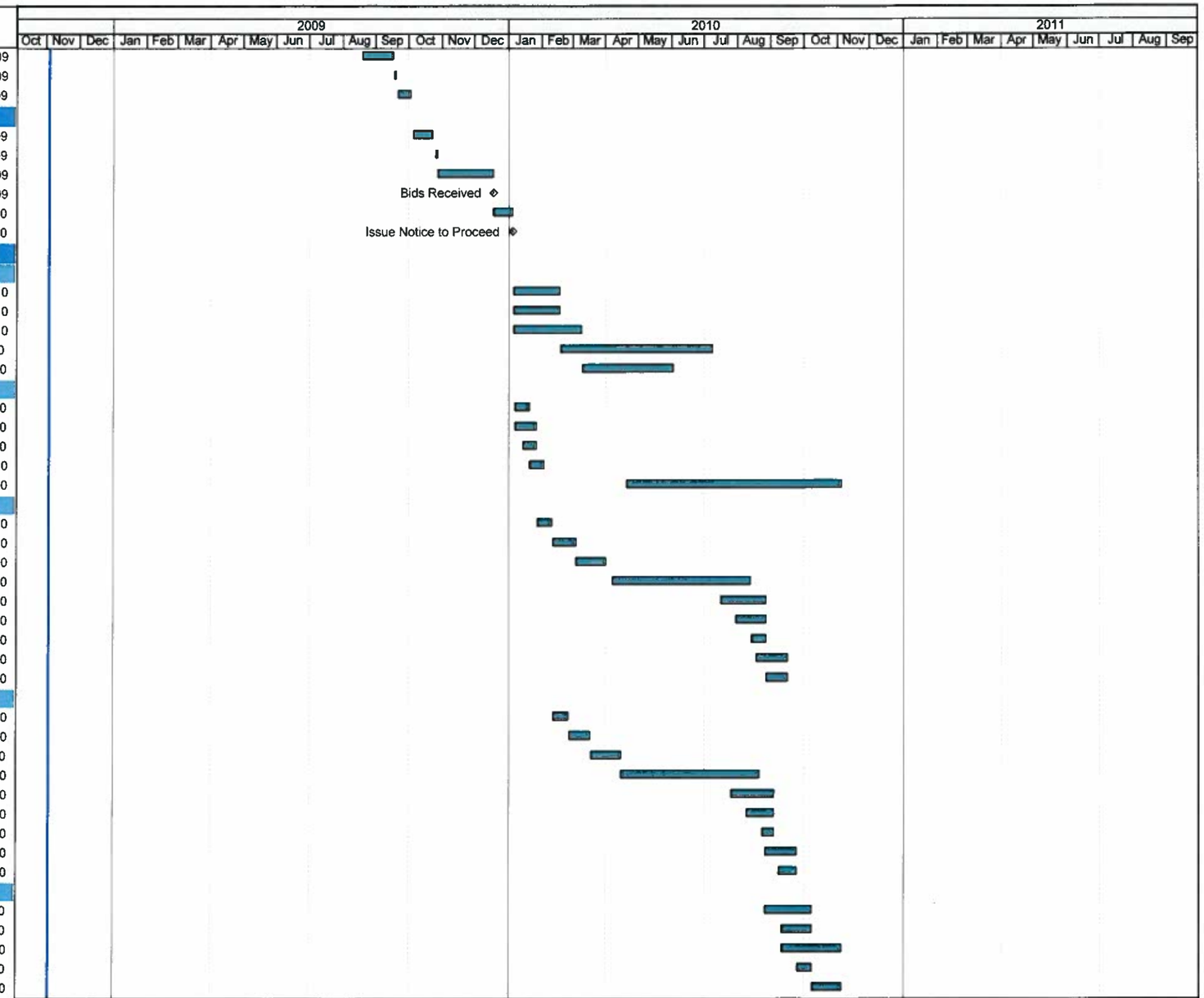
Wichita Water Utilities ASR Phase II - Pipeline Project

30% Design Schedule

March 31, 2009

Exhibit C

Activity ID	Activity Name	Original Duration	Start	Finish
ASR6550	Foundation Design	20	19-Aug-09	16-Sep-09
ASR6560	QA/QC 100% Design	3	17-Sep-09	19-Sep-09
ASR6570	Client Review and Comments 100% Design	10	21-Sep-09	02-Oct-09
Contract Bidding				
ASR6370	Develop Bidding Package for Advertisement	15	05-Oct-09	23-Oct-09
ASR6380	Advertise Bid	2	26-Oct-09	27-Oct-09
ASR6390	Contractors Bid Review	35	28-Oct-09	17-Dec-09
ASR6400	Bids Received	0		17-Dec-09
ASR6410	Bids Review and Award	10	18-Dec-09	04-Jan-10
ASR6420	Issue Notice to Proceed	0		04-Jan-10
Construction				
Submittals and Procurement				
ASR6580	Foundation Shop Drawings	30	05-Jan-10	16-Feb-10
ASR6600	Electrical and Controls Review/Approval	30	05-Jan-10	16-Feb-10
ASR6590	Surge Tanks Submittal Review/Approval	45	05-Jan-10	09-Mar-10
ASR6610	Electrical and Controls Pipe Fab/Deliver	100	17-Feb-10	08-Jul-10
ASR6620	Surge Tanks Fab/Deliver	60	10-Mar-10	02-Jun-10
General Area Sitework				
ASR6640	Mobilization and General Site Excavation	10	06-Jan-10	19-Jan-10
ASR6670	Setup Temp Environmental Controls	15	06-Jan-10	26-Jan-10
ASR6680	Site Surveys and Geo Testing	10	13-Jan-10	26-Jan-10
ASR6650	Setup Temp Traffic Site Controls	10	20-Jan-10	02-Feb-10
ASR6660	Site Restoration (as needed per area)	140	20-Apr-10	04-Nov-10
Surge Tanks 1 (Recharge)				
ASR6770	Site Prep/Excavation Tank 1	10	27-Jan-10	09-Feb-10
ASR6780	Install Piling at Tank 1	15	10-Feb-10	03-Mar-10
ASR6790	Construction Structural Foundation and Piping at Tank 1	20	04-Mar-10	31-Mar-10
ASR6800	Erect Tank 1	90	07-Apr-10	12-Aug-10
ASR6810	Apply Tank 1 Coatings	30	16-Jul-10	26-Aug-10
ASR6820	Install Tank 1 Misc Mechanical Finishing's	20	30-Jul-10	26-Aug-10
ASR6850	Tank 1 Hydro Test	10	13-Aug-10	26-Aug-10
ASR6830	Install Tank 1 Misc Electrical and Contorts	20	18-Aug-10	15-Sep-10
ASR6840	Install Tank 1 Cathodic Protection	13	27-Aug-10	15-Sep-10
Surge Tanks 2 (Production)				
ASR6870	Site Prep/Excavation Tank 2	10	10-Feb-10	24-Feb-10
ASR6880	Install Piling at Tank 2	15	25-Feb-10	17-Mar-10
ASR6890	Construction Structural Foundation and Piping at Tank 2	20	18-Mar-10	14-Apr-10
ASR6860	Erect Tank 2	90	15-Apr-10	20-Aug-10
ASR6900	Apply Tank 2 Coatings	30	26-Jul-10	03-Sep-10
ASR6910	Install Tank 2 Misc Mechanical Finishing's	20	09-Aug-10	03-Sep-10
ASR6940	Tank 2 Hydro Test	10	23-Aug-10	03-Sep-10
ASR6920	Install Tank 2 Misc Electrical and Contorts	20	26-Aug-10	23-Sep-10
ASR6930	Install Tank 2 Cathodic Protection	13	07-Sep-10	23-Sep-10
Testing				
ASR6990	O&M Manuals / Training	30	26-Aug-10	07-Oct-10
ASR6980	Area Electrical and Controls Testing	20	10-Sep-10	07-Oct-10
ASR6960	Asbuilts / Punchlist	40	10-Sep-10	04-Nov-10
ASR6970	Final Tank Testing	10	24-Sep-10	07-Oct-10
ASR6950	Area Demobilization	20	08-Oct-10	04-Nov-10



Forcasted Work
Critical Forcast Work
◇ ◇ Milestone

Wichita Water Utilities ASR Phase II - Pipeline Project

30% Design Schedule

March 31, 2009

Exhibit C

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council Members

SUBJECT: Change Order: Westside Athletic Field Parking Lot (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On July 22, 2008, the City Council approved a construction contract with Cornejo & Sons, Inc. to improve the parking lot at the Westside Athletic Field. After the work began, it was determined that sidewalk should be installed to connect the north field and two south fields to the parking lot.

Analysis: 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 $26,425 with the total paid by City General Obligation Bonds. Funding is available within the project budget. The original contract amount is $343,144. This Change Order represents 7.70% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving a recreational facility.

Legal Considerations: The Law Department has approved the Change Order as to legal form.

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

Attachments: Change Order.

PUBLIC WORKS-ENGINEERING

March 30, 2009

CHANGE ORDER

To: Cornejo & Sons, Inc.

Project: Parking Lot Improvements to Westside Athletic Field

Change Order No.: 1
Purchase Order No.: 800817
CHARGE TO OCA No.: 785097

Project No.: 472-84714
OCA No.: 785097/785098
PPN: 397216

Please perform the following extra work at a cost not to exceed $26,425.00

Sidewalk will be added to connect the north field and two south fields to the parking lot. Due to grade issues along the north side of the parking lot, protection curb was added to this section of sidewalk. See attached layout.

CIP Budget Amount: $450,000.00	Original Contract Amt.: $343,144.00
Consultant: Staff	Current CO Amt.: $26,425.00
Total Exp. & Encum. To Date: $407,135.42	Amt. of Previous CO's: $0.00
CO Amount: $26,425.00	Total of All CO's: $26,425.00
Unencum. Bal. After CO:$16,439.58	% of Orig. Contract / 25% Max.: 7.70%
	Adjusted Contract Amt.: $369,569.00

Recommended By:

_____ _____
Greg Baalman, P.E. Date
Construction Engineer

Approved:

_____ _____
Jim Armour, P.E. Date
City Engineer

Approved:

_____ _____
Contractor Date

Approved:

_____ _____
Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

_____ _____
Gary Rebenstorf Date
Director of Law

By Order of the City Council:

_____ _____
Carl Brewer Date
Mayor

Attest:_____
City Clerk

Agenda Item No. XII-6a.

CITY OF WICHITA
City Council Meeting
May 5, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 11202 East Osie for the Greenwich: Harry to Kellogg Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: Greenwich will be widened from two lanes to four lanes and a center two-way turn land with landscaped medians. The intersection of Harry and Greenwich will be reconstructed with left turn lanes at all four approaches. A storm water sewer will be constructed and sidewalks will be built along both the east and west side of Greenwich. From the property identified as 11202 East Osie, it is necessary to obtain a 1,794 square foot strip of land along Greenwich as road right-of-way and a 897 square foot temporary construction easement. Said property is zoned commercial and improved with a duplex. A wood privacy fence is the only improvement within the proposed acquisition area.

Analysis: The property owner agreed to accept $12,934 for the cost to remove and reset the fence, a temporary construction easement and right-of-way. The $12,934 is comprised of $4.00 per square foot for the right-of-way area, $358 for the temporary construction easement and $5,400 for the removal and reinstallation of the fence. These amounts are based on market comparisons.

Financial Considerations: The funding sources for the project are General Obligation Bonds and Federal Grants. A budget of $14,230 is requested. This includes $12,934 for the acquisition and $1,296 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure of roads and storm water drainage through a developed part of the City.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

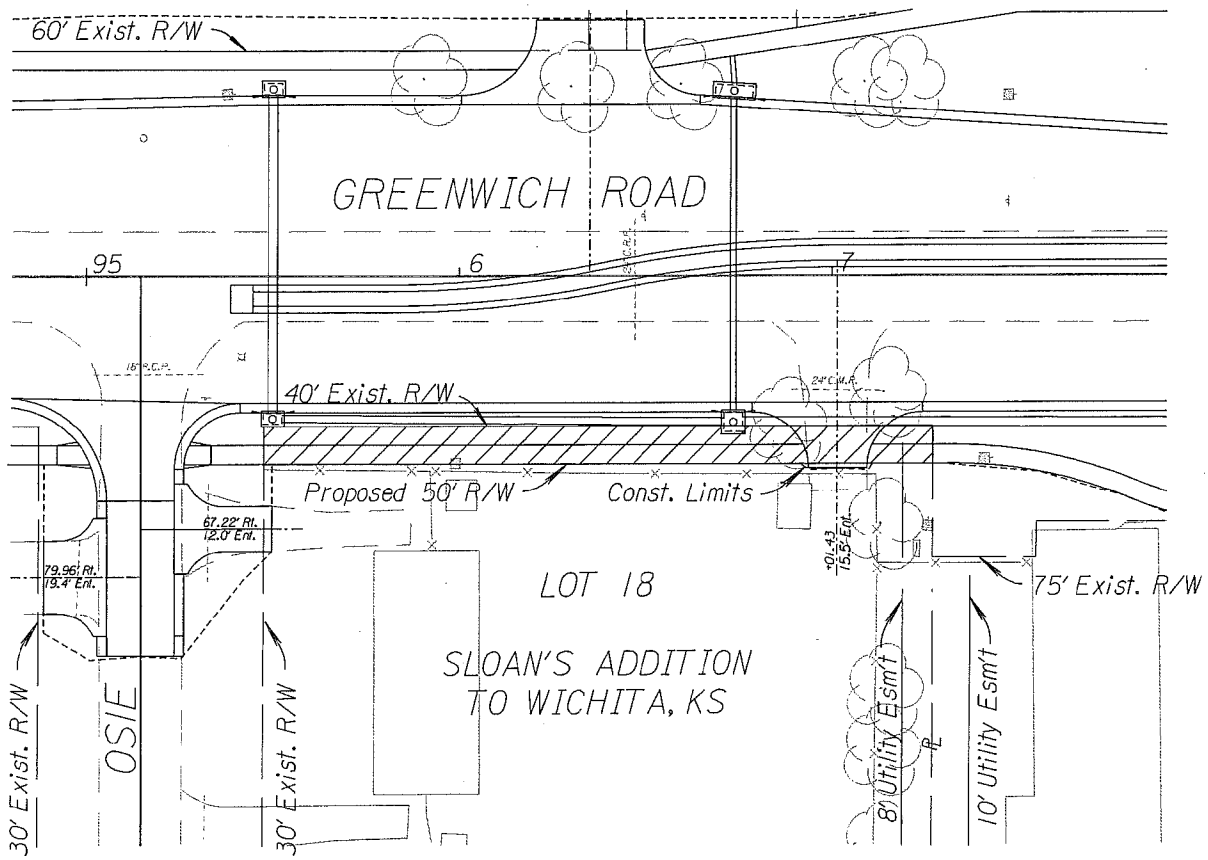
Attachments: Tract map, aerial and real estate purchase agreement.

PARSONS BRINCKERHOFF

225 N. MARKET
WICHITA, KS 67202

Job Number 35751A

Date 2-12-08



Rickard, Larry D.
11202 E. Osie
C-52832

Right-of-Way

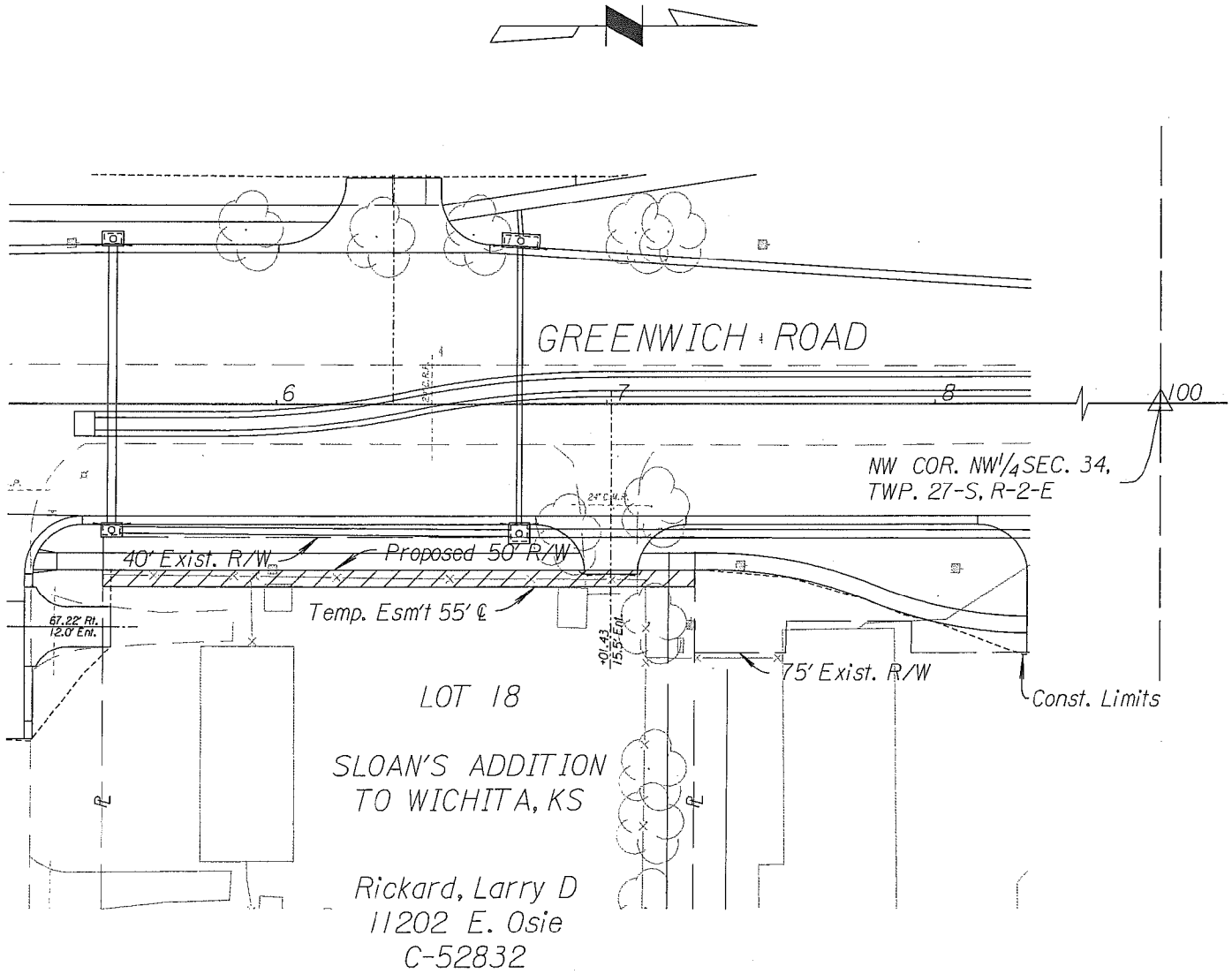
C-52832
A tract described as: the West 10.00 feet of Lot 18 SLOAN'S ADDITION to Wichita, Sedgwick County, Kansas, said tract containing 1794 square feet, more or less, for the purposes of constructing, reconstructing, widening, improving, draining and maintaining a road or highway.

PARSONS BRINCKERHOFF

225 N. MARKET
WICHITA, KS 67202

Job Number 3 5 7 5 1 A

Date 3-25-08



Temporary Easement

C-52832

A tract described as: the East 5.00 feet of the West 15.00 feet of Lot 18 SLOAN'S ADDITION to Wichita, Sedgwick County, Kansas, said tract containing 897 square feet, more or less, for the purposes of constructing, reconstructing, widening, improving, draining and maintaining a road or highway.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 8 day of April, 2009 by and between Larry D. Rickard, a single person, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, 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 warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

   A tract described as the West 10 feet of Lot 18, Sloan's Addition to Wichita, Sedgwick County, Kansas, said tract containing 1794 square feet, more or less.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Twelve Thousand Nine Hundred Thirty-Four Dollars and Zero Cents ($12,934.00) in the manner following to-wit: cash at closing

3. A title insurance company's commitment to insure or a complete abstract of title certified to date, 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 the Office of Property Management for the City of Wichita 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, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. 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.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. 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. 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.

6. The Seller further agrees to convey the above-described premises with all the improvements including landscaping located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

7. 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 April 30, 2009 subject to the conditions of Item 10 below.

8. Possession to be given to Buyer at closing

9. Closing costs shall be paid 100% by Buyer and 0% by Seller.

10. Site Assessment

A. At any time prior to the closing of this agreement, 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, Buyer shall have the right to void this agreement upon notice to 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. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

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

BUYER:
By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

SELLER:

Larry D. Rickard

11202 East Osie

- Identified Features
- Historic Districts
- Old Town
- Delano Overlay District
- NO
- YES
- Property Parcels
- Subdivisions
- 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
- Zoning Cases
- Parks
- Airports
- SDERASTER.S-DEDATA.ORTH-O
- City Limits
- Andale

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.

Agenda Item No. XII-6b.

CITY OF WICHITA
City Council Meeting
May 5, 2009

TO: Mayor and City Council Members

SUBJECT: Acquisition of a Portion of 3301 West Murdock for the 9th Street Drainage Outfall Project. (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The 9th Street Drainage Outfall project will provide additional storm water drainage for the area bounded by West Street, Central, 13th Street and McLean. The project requires the acquisition of easements from 10 tracts. One of the impacted parcels is located at 3301 West Murdock. The site consists of 9,750 square feet and is zoned for residential use. The site is improved with a single story, 2,688 square foot triplex. The project will not directly impact the improvements. A 225 square foot temporary construction easement is required from this parcel.

Analysis: The property owner accepted the offer, based on market comparisons, of $100 for the temporary construction easement, or $0.44 per square foot.

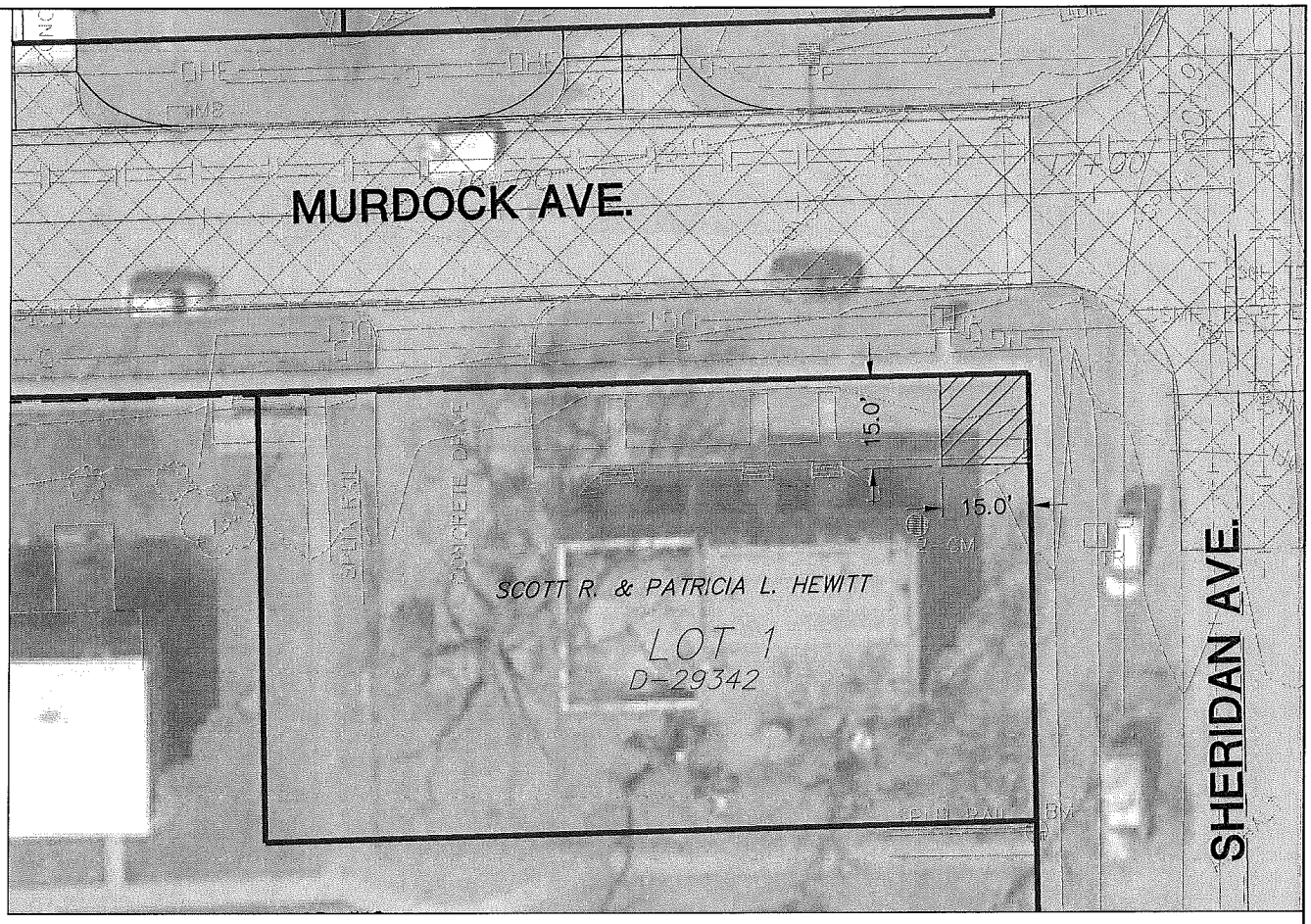
Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $500 is requested. This includes $100 for acquisition and $400 for administrative and filing fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving the storm water drainage and control through a developed part of the City.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial, real estate purchase agreement and temporary construction easement.



SCALE: 1"=30'

0 30 60

LEGAL DESCRIPTION:

Right of Entry / Temporary Construction Easement:

The north 15.00 feet of the east 15.00 feet of Lot 1, Sheridan West Addition, to Wichita, Sedgwick County, Kansas.

N

LEGEND:

- *Temporary Construction Esmt. Area = 225 s.f.*
- *Easement Area = none*
- *Right of Way / Property line*

Owner:

Scott R. Hewitt and Patricia L. Hewitt
2329 Harborlight
Wichita, KS 67204

Property Address:
3301 W. Murdock
Wichita, KS 67203

Tax Key Property Identification:

D 29342

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600

West Street to Arkansas River
9th Street Storm Sewer Outfall
PROJECT NAME

TRACT MAP #13 - Easement Exhibit
SHEET TITLE

JRA	BDL	JRA / JCM
DESIGN BY:	DRAWN BY:	CHECKED BY:
Dec. 2008	06205 v13	1 / 1
DATE	JOB NO.	SHEET/OF

J:\Civil\06205\dwg\tractmaps\06205roe-maps revised.dwg 12/17/2008 10:42:03 AM CST

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 21st day of April, 2009, by and between Scott R. Hewitt and Patricia L. Hewitt, husband and wife, herein referred to as "Grantor", heirs and assigns and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantee".

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant unto the Grantee a temporary right-of-way easement for the purpose of constructing utility improvements and associated site work over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

The North 15 feet of the east 15 feet of Lot 1, Sheridan West Addition, to Wichita, Sedgwick County, Kansas.

The Grantee hereby covenants and agrees to indemnify, protect, and save harmless the Grantor, its successors and assigns, of, from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, demands, judgments, settlement payments and costs and expenses (including without limitation reasonable attorney's fees and disbursements of every kind, nature and description) caused by or arising out of the use of the premises by the Grantee, its employees, agents or contractors.

Said easement shall expire upon completion of the stormwater system and paving plans and specifications of the City Engineer of the City of Wichita, Kansas.

IN WITNESS WHEREOF: Grantor(s) have signed these presents the day and year first written.

Scott R. Hewitt

Scott R. Hewitt

Patricia L. Hewitt

Patricia L. Hewitt

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 21st day of April, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Scott R. Hewitt and Patricia L. Hewitt, husband and wife, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

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

Rhonda R. Lee

Notary Public

My Appointment Expires: 8-28-2011

RHONDA R. LEE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 8-28-2011

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 21st day of April, 2009 by and between Scott R. Hewitt and Patricia L. Hewitt, husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, 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 temporary construction easement the following described real property, situated in Sedgwick County, Kansas, to-wit:

   The North 15 feet of the east 15 feet of Lot 1, Sheridan West Addition, to Wichita, Sedgwick County, Kansas.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of One Hundred Dollars and Zero Cents ($100.00) in the manner following to-wit: cash at closing.

3. A title insurance company's commitment to insure or a complete abstract of title certified to date, 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 the Office of Property Management for the City of Wichita 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, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. 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.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. 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. 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.

6. The Seller further agrees to convey the above-described premises with all the improvements including general landscaping located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

8. 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 May 1, 2009 subject to the conditions of Item 10 below.

9. Possession to be given to Buyer at closing

10. Closing costs shall be paid 100% by Buyer and 0% by Seller.

11. Site Assessment

A. At any time prior to the closing of this agreement, 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, Buyer shall have the right to void this agreement upon notice to 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. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

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

BUYER
By Direction of the City Council

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

SELLER

Scott R. Hewitt
Scott R. Hewitt

Patricia L. Hewitt
Patricia L. Hewitt

Agenda Item No. XII-8.

CITY OF WICHITA
City Council Meeting
May 5, 2009

TO: Mayor and City Council Members

SUBJECT: Acquisition by Eminent Domain of Tracts Required for the I-135/47th Street South Interchange Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

Background: On April 14, 2009, City Council approved funding to acquire right of way for a project to improve the interchange of 47th Street South and I-135 and 47th Street South to Broadway. The project will provide a center left turn lane, reconstruct the interchange, improve storm drainage and improve access to adjoining properties. The project requires the acquisition of part of nine tracts. City staff has made offers and entered into negotiations on all tracts.

Analysis: The project is slated for bidding in the summer of 2009. Due to this short time frame, eminent domain is being initiated on the tracts at this time. Staff will continue to negotiate with the owners and, as agreements are reached, tracts will be deleted from the eminent domain action.

Financial Considerations: The cost of this acquisition will be paid for by the City at large.

Goal Impact: The acquisition of these parcels is necessary to ensure efficient infrastructure.

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

Recommendation/Action: Adopt the resolution and approve and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisition.

Attachments: Tract maps, resolution and ordinance.

PROJECT: I-135/KTA/47TH ST INTERCHANGE

TRACT NUMBER: 6 DATE: 03/06/2009

SHEET: 1 of 1

HNTB

LEGEND:

Proposed Right of Way (4,300.3 SQ. FT.)

Temporary Construction Easement (347.8 SQ. FT.)

Proposed Access Control (80.1 L.F. Less)

SCALE 60 0 60 120

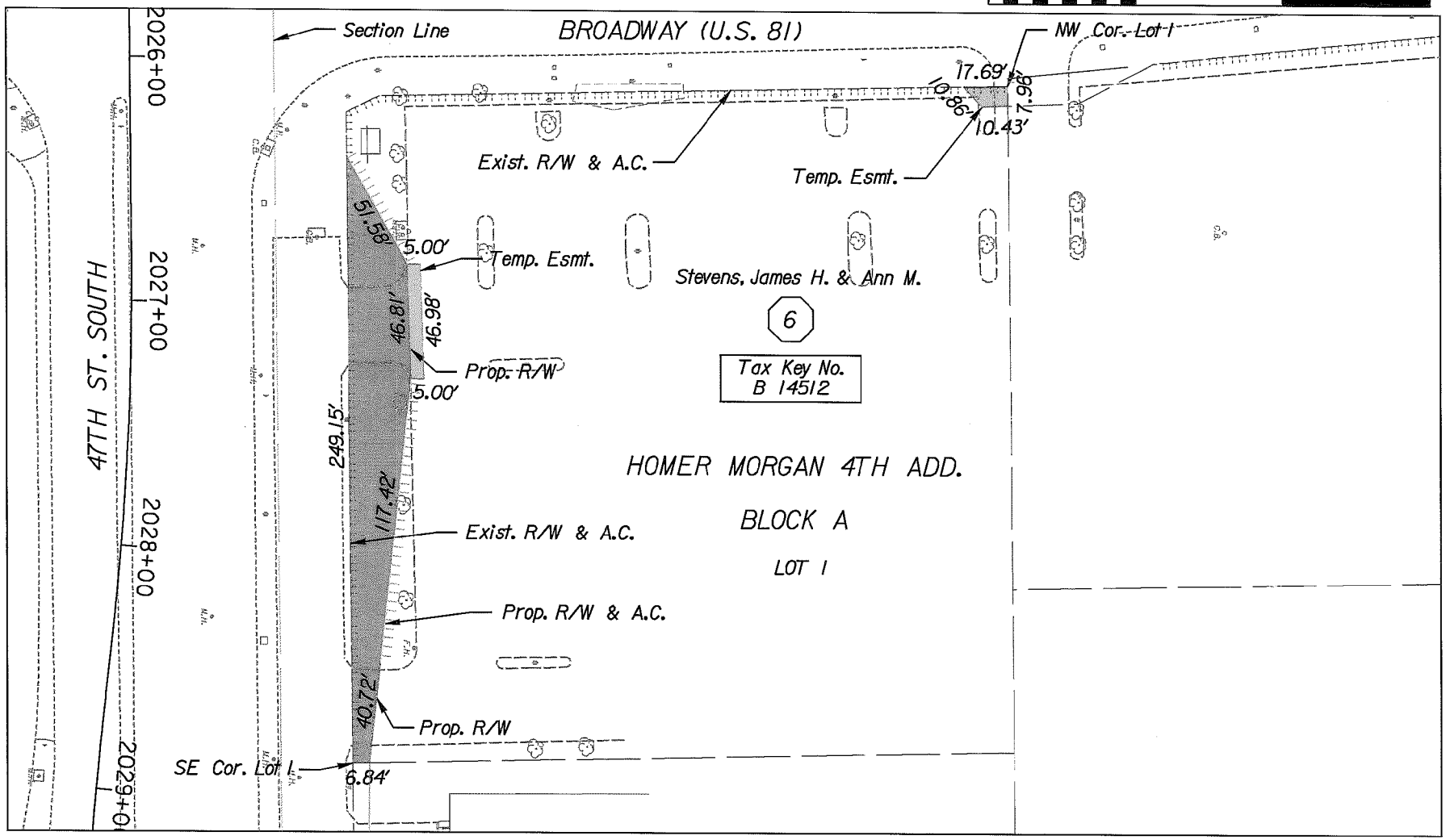


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EXHIBIT 'A'

Right of Way with Access Control

That portion of Lot 1, Block A of HOMER MORGAN 4TH ADDITION, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southeast corner of said Lot 1; thence S89°29'37"W along the South line of said Lot 1, a distance of 249.15 feet; thence N60°53'16"E, a distance of 51.58 feet; thence N88°10'32"E, a distance of 46.81 feet; thence S83°37'51"E, a distance of 158.14 feet to a point on the East line of said Lot 1; thence S01°04'53"E along said East line, a distance of 6.84 feet to the Point of Beginning, containing 4,300.3 square feet, more or less.

There shall be no abutter's rights of access to and from 47TH Street South, over and across the South line of the remaining property from which the right of way described above was acquired, except for two access openings to 47th Street South over and across the East 40.72 feet thereof, measured along said South line, and over and across that portion of said South line described as follows:

Commencing at said Southeast corner of Lot 1; thence N01°04'53"W along the East line thereof, a distance of 6.84 feet; thence N83°37'51"W along said South line of the remaining property, a distance of 158.14 feet to the True Point of Beginning; thence S88°10'32"W along said South line, a distance of 46.81 feet.

Temporary Construction Easement

That portion of Lot 1, Block A of HOMER MORGAN 4TH ADDITION, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Southeast corner of said Lot 1; thence N01°04'53"W along the East line of said Lot 1, a distance of 6.84 feet; thence N83°37'51"W, a distance of 158.14 feet to the True Point of Beginning; thence S88°10'32"W, a distance of 46.81 feet; thence N00°19'26"W, a distance of 5.00 feet; thence N88°11'03"E, a distance of 46.98 feet; thence S01°34'17"W, a distance of 5.00 feet to the True Point of Beginning, containing 234.2 square feet, more or less.

Temporary Construction Easement

That portion of Lot 1, Block A of HOMER MORGAN 4TH ADDITION, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Northwest corner of Lot 1, Block A of HOMER MORGAN 4TH ADDITION; thence S01°08'01"E along the West line of said Lot 1, a distance of 17.69 feet; thence N47°30'44"E, a distance of 10.86 feet; thence N02°13'46"W, a distance of 10.43 feet to a point on the North line of Lot 1; thence S89°31'12"W along said North line, a distance of 7.96 feet to the Point of Beginning, containing 113.6 square feet, more or less.

PROJECT: I-135/KTA/47TH ST INTERCHANGE

TRACT NUMBER: 8 DATE: 03/06/2009

SHEET: 1 of 1

HNTB

LEGEND:
Proposed Right of Way (1,293.0 SQ. FT.)
Proposed Access Control (Additional 5.8 L.F.)

SCALE
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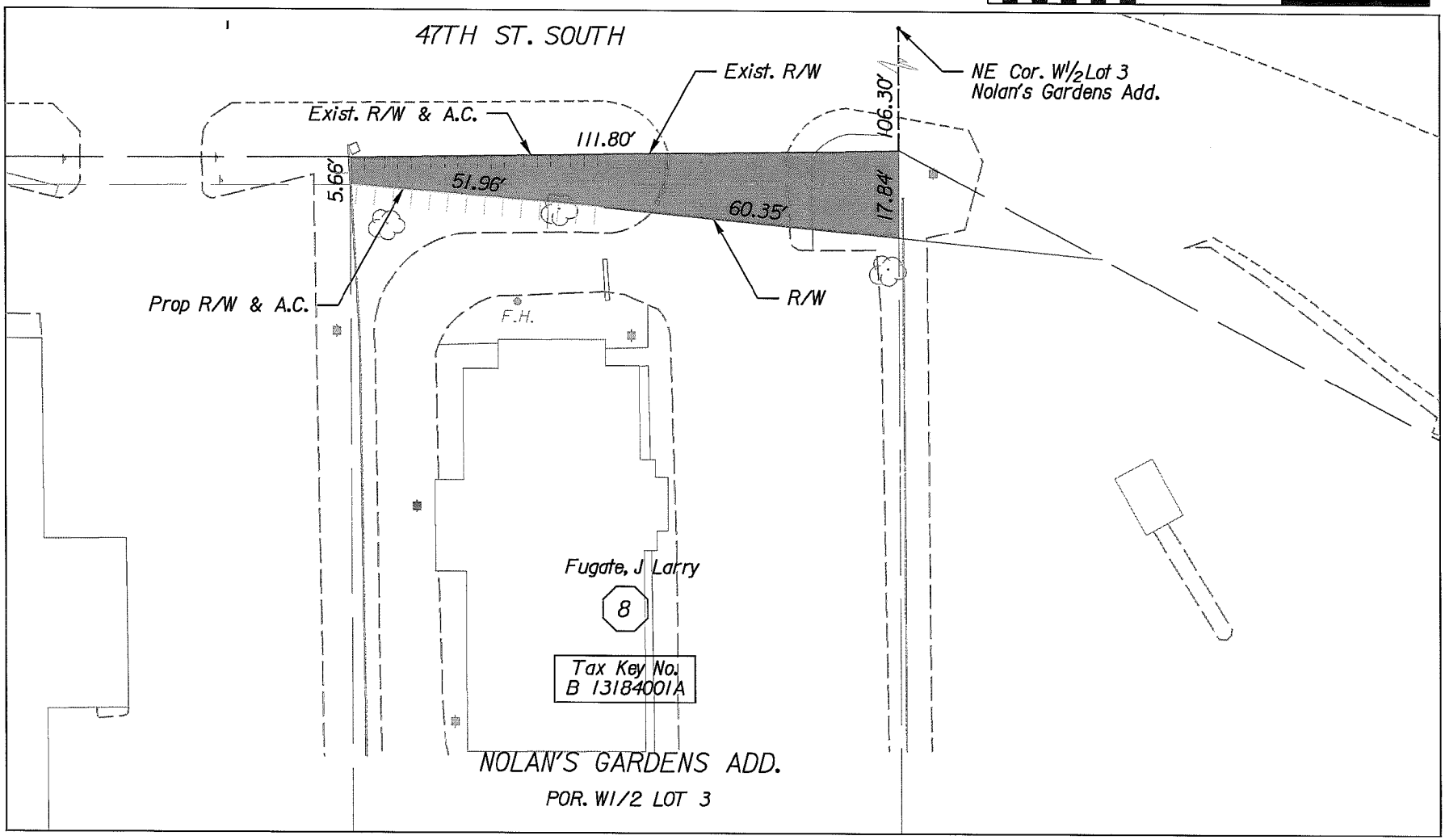

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EXHIBIT "A"

Right of Way with Access Control

That portion of the West Half of Lot 3, of NOLAN'S GARDENS, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Northeast corner of said West Half of Lot 3; thence S00°10'06"E along the East line of said West Half, a distance of 106.30 feet to a point on the South right of way line of 47TH Street South, said point being the Northwest corner of Lot 1 of K MART PLAZA SOUTH and the True Point of Beginning; thence continuing S00°10'06"E along said East line, along the West line of said Lot 1, a distance of 17.84 feet; thence N84°17'50"W, a distance of 60.35 feet; thence N85°03'58"W, a distance of 51.96 feet to a point on the West line of land conveyed to Pizza Hut of America, Inc., by deed recorded April 08, 1994, film 1435, page 0215; thence N00°10'06"W along said West line, a distance of 5.66 feet to a point on said South right of way line of 47TH Street South; thence N89°07'16"E along said South right of way line, a distance of 111.80 feet to the True Point of Beginning, containing 1,293.0 square feet, more or less.

There shall be no abutter's rights of access to and from 47TH Street South, over and across the North line of the remaining property from which the right of way described above was acquired, except for an access opening to 47th Street South over and across the East 60.35 feet thereof, measured along said North line.

PROJECT: I-135/KTA/47TH ST INTERCHANGE

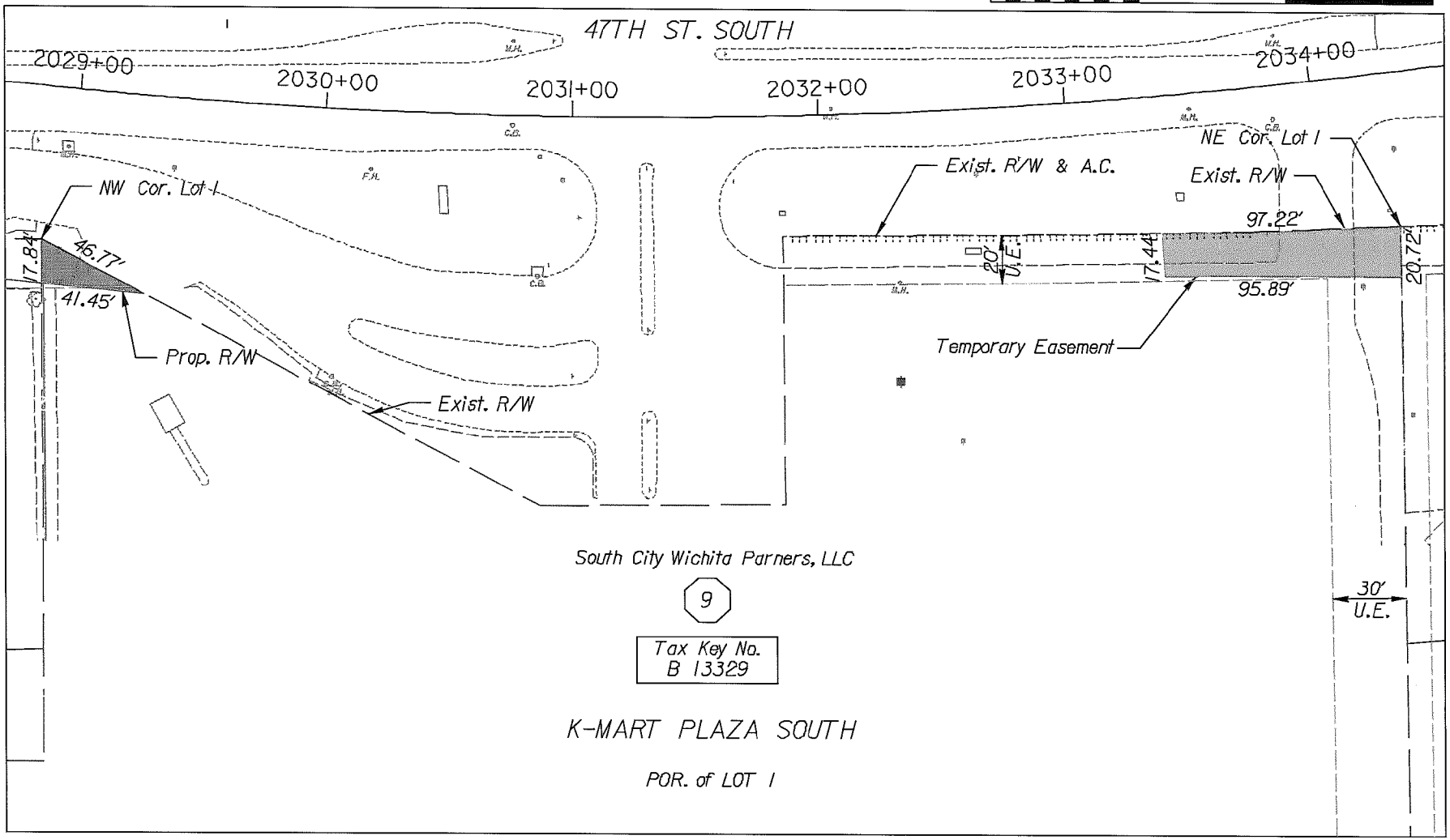
TRACT NUMBER: 9 03/12/2009

SHEET: 1 of 1

HNTB

LEGEND:
Proposed Right of Way (367.9 SQ. FT.)
Proposed Right of Entry

SCALE 60 0 60 120



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Design Filename: \\cvpw00\Jobs\46121\highway\ROW\Proposed\Tract_Maps\Tract_Map_09.dgn

EXHIBIT 'A'

Temporary Construction Easement

That portion of Lot 1 of K MART PLAZA SOUTH, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Northeast corner of said Lot 1, said point lying on a curve, concave northerly, having a radius of 3,899.83 feet and a radial bearing of S02°47'22"E; thence westerly along the North line of said Lot 1, along said curve through a central angle of 01°25'42", a distance of 97.22 feet; thence S05°03'00"E, a distance of 17.44 feet; thence N89°53'46"E, a distance of 95.89 feet to a point on the East line of said Lot 1; thence N00°45'07"W along said East line, a distance of 20.72 feet to the Point of Beginning, containing 1,820.3 square feet, more or less.

PROJECT: I-135/KTA/47TH ST INTERCHANGE

TRACT NUMBER: 10 DATE: 03/06/2009

SHEET: 1 of 1

HNTB

LEGEND:
Proposed Right of Way
(892.8 SQ. FT.)

SCALE
30 0 30 60

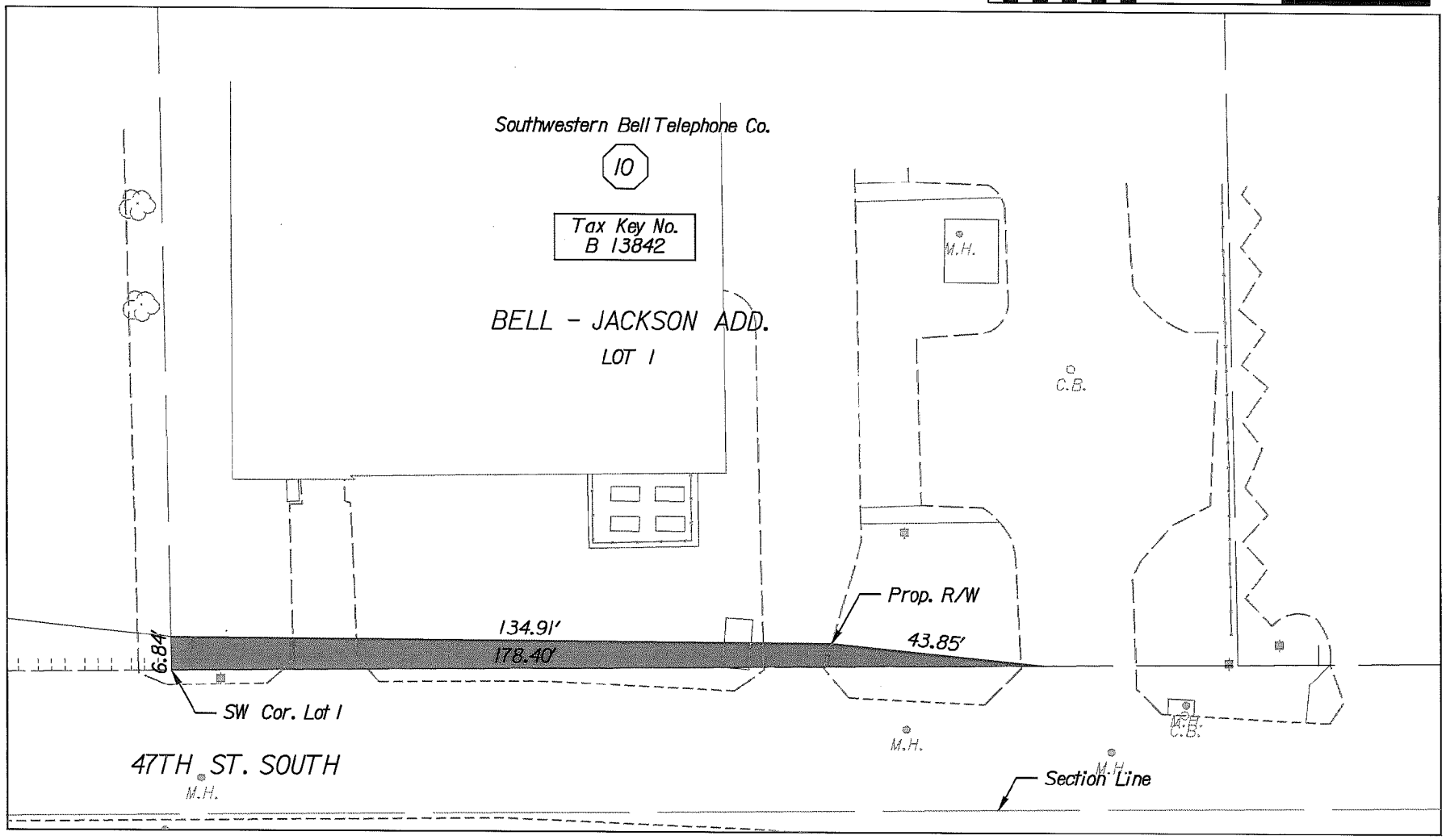

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EXHIBIT 'A'

Right of Way

That portion of Lot 1 of BELL–JACKSON ADDITION, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southwest corner of said Lot 1; thence N89°29'37"E along the South line of said Lot 1, a distance of 178.40 feet; thence N84°10'22"W, a distance of 43.85 feet; thence N89°39'19"W, a distance of 134.91 feet to a point on the West line of said Lot 1; thence S01°04'53"E along said West line, a distance of 6.84 feet to the Point of Beginning, containing 892.8 square feet, more or less.

PROJECT: I-135/KTA/47TH ST INTERCHANGE

TRACT NUMBER: 11 DATE: 03/06/2009

SHEET: 1 of 1

HNTB

LEGEND:
Proposed Right of Way
(5,299.2 SQ. FT.)

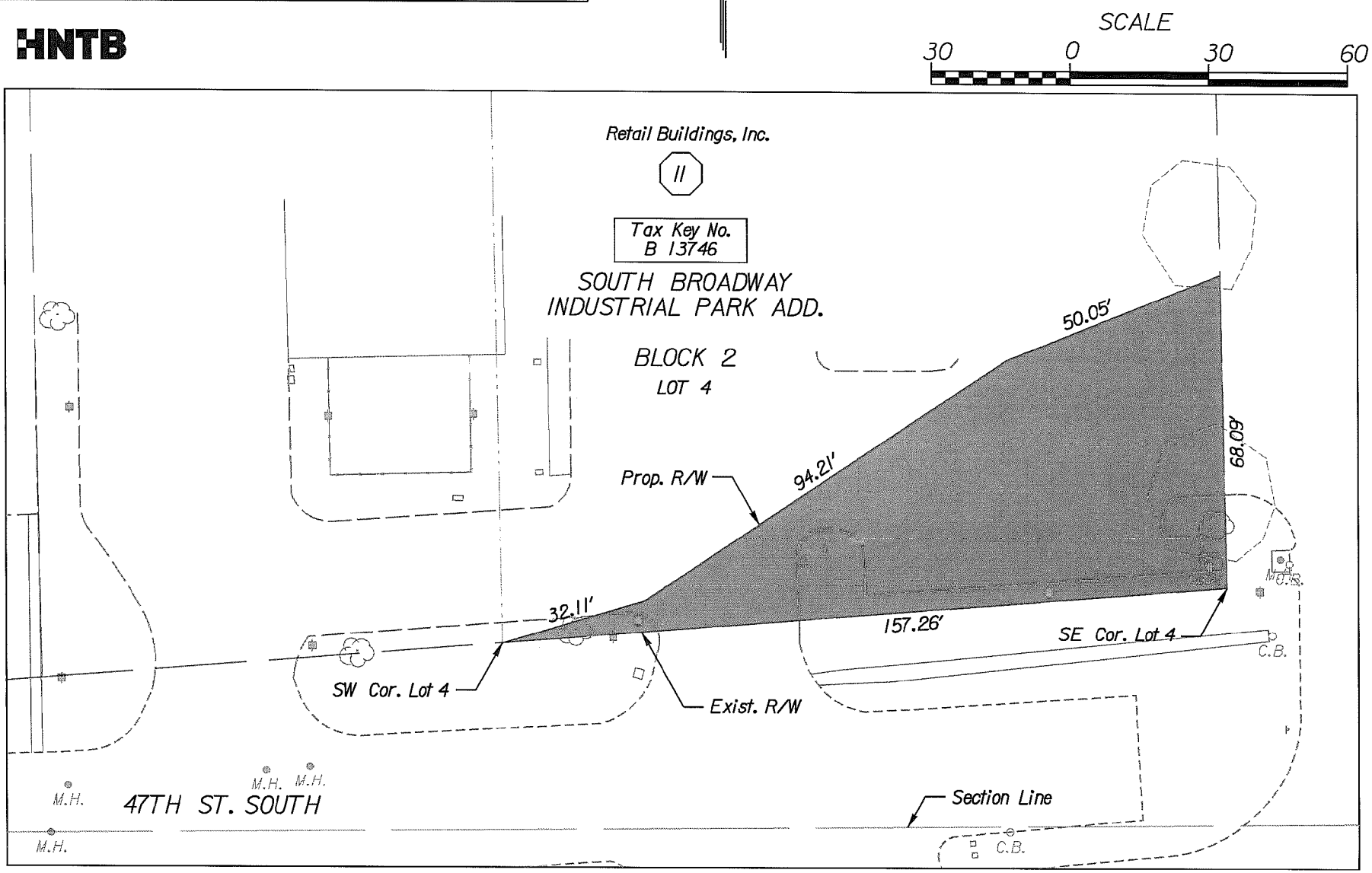

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EXHIBIT 'A'

Right of Way

That portion of Lot 4, Block 2 of SOUTH BROADWAY INDUSTRIAL PARK, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southeast corner of said Lot 4; thence S85°32'41"W along the South line of said Lot 4, a distance of 157.26 feet to the Southwest corner thereof; thence N73°27'04"E, a distance of 32.11 feet; thence N56°13'54"E, a distance of 94.21 feet; thence N67°57'17"E, a distance of 50.05 feet to a point on the East line of said Lot 4; thence S01°05'51"E along said East line, a distance of 68.09 feet to the Point of Beginning, containing 5,299.2 square feet, more or less.

PROJECT: I-135/KTA/47TH ST INTERCHANGE

TRACT NUMBER: 16 03/06/2009

SHEET: 1 of 1

HNTB

LEGEND:
Proposed Right of Way (25,502.9 SQ. FT.)
Temporary Construction Easement (6385.2 SQ. FT.)
Proposed Access Control (130 L.F. Less)

SCALE
60 0 60 120

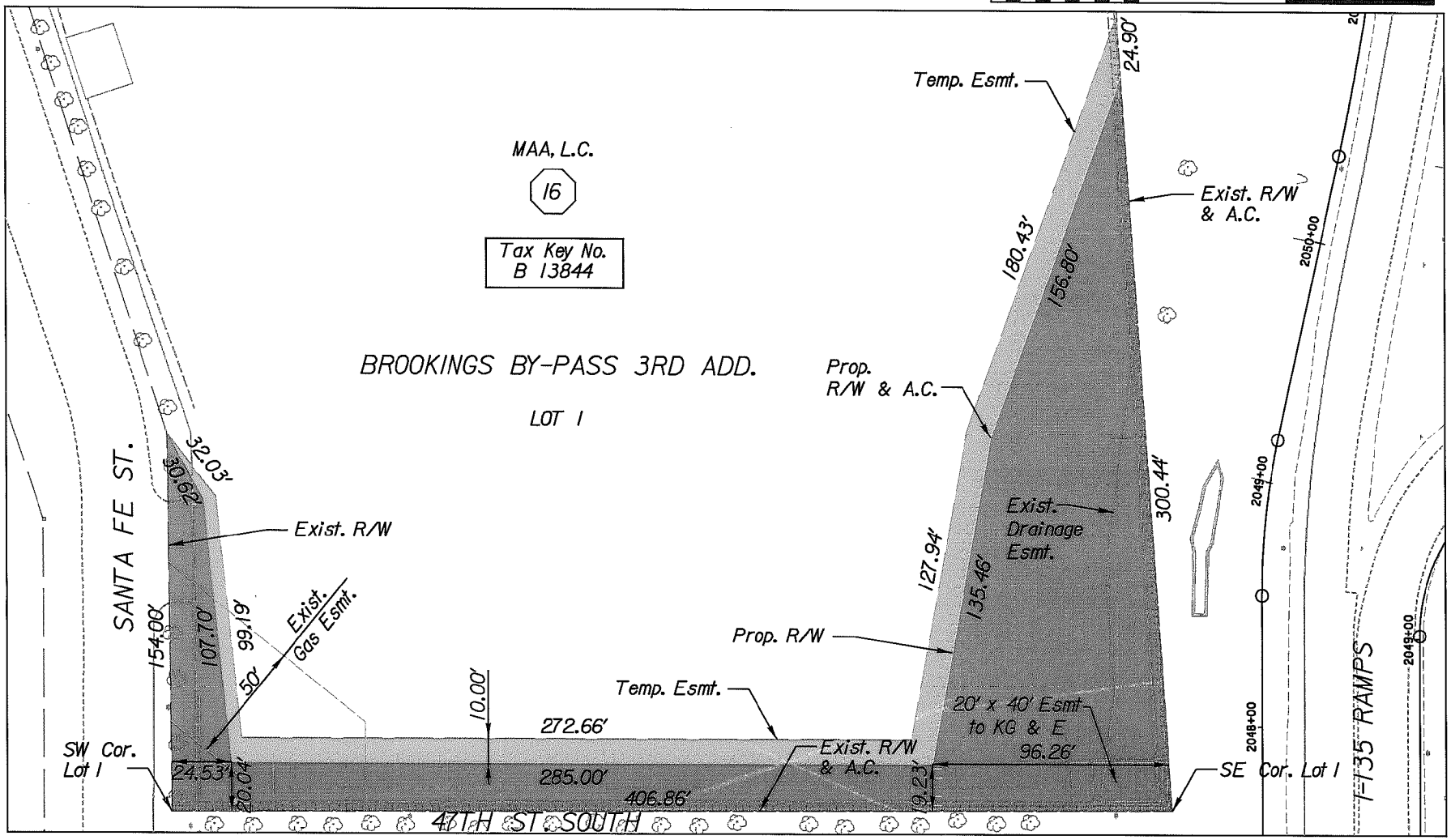

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EXHIBIT 'A'

Right Of Way and Access Control

That portion of Lot 1 of BROOKINGS BY-PASS THIRD ADDITION, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southwest corner of said Lot 1; thence N89°21'25"E along the South line of said Lot 1, a distance of 406.85 feet to the Southeast corner thereof; thence N04°20'43"W along the East line of said Lot 1, a distance of 300.44 feet; thence S19°20'03"W, a distance of 156.80 feet; thence S09°47'00"W, a distance of 135.46 feet; thence S89°31'13"W, a distance of 285.00 feet; thence N06°23'30"W, a distance of 107.70 feet; thence N29°33'51"W, a distance of 30.62 feet to a point on the West line of said Lot 1; thence S01°05'51"E along said West line, a distance of 154.00 feet to the Point of Beginning, containing 25,502.9 square feet (0.585 acre), more or less.

There shall be no abutter's rights of access to and from I-135 and 47TH Street South over and across the East and South lines of the remaining property from which the right of way described above was acquired.

Temporary Construction Easement

That portion of Lot 1 of BROOKINGS BY-PASS THIRD ADDITION, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Southeast corner of said Lot 1; thence N04°20'43"W along the East line of said Lot 1, a distance of 300.44 feet to the True Point of Beginning; thence continuing N04°20'43"W along said East line, a distance of 24.90 feet; thence S19°20'03"W, a distance of 180.43 feet; thence S09°47'00"W, a distance of 127.94 feet; thence S89°31'13"W, a distance of 272.66 feet; thence N06°23'30"W, a distance of 99.19 feet; thence N38°32'38"W, a distance of 32.03 feet to a point on the West line of said Lot 1; thence S29°33'51"E, a distance of 30.62 feet; thence S06°23'30"E, a distance of 107.70 feet; thence N89°31'13"E, a distance of 285.00 feet; thence N09°47'00"E, a distance of 135.46 feet; thence N19°20'03"E, a distance of 156.80 feet to the True Point of Beginning, containing 6,385.2 square feet, more or less.

PROJECT: I-135/KTA/47TH ST INTERCHANGE

TRACT NUMBER: 17 DATE: 03/06/2009

SHEET: 1 of 1

HNTB

LEGEND:
Proposed Right of Way (3,212.8 SQ. FT.)
Proposed Access Control (Additional 46.9 L.F.)

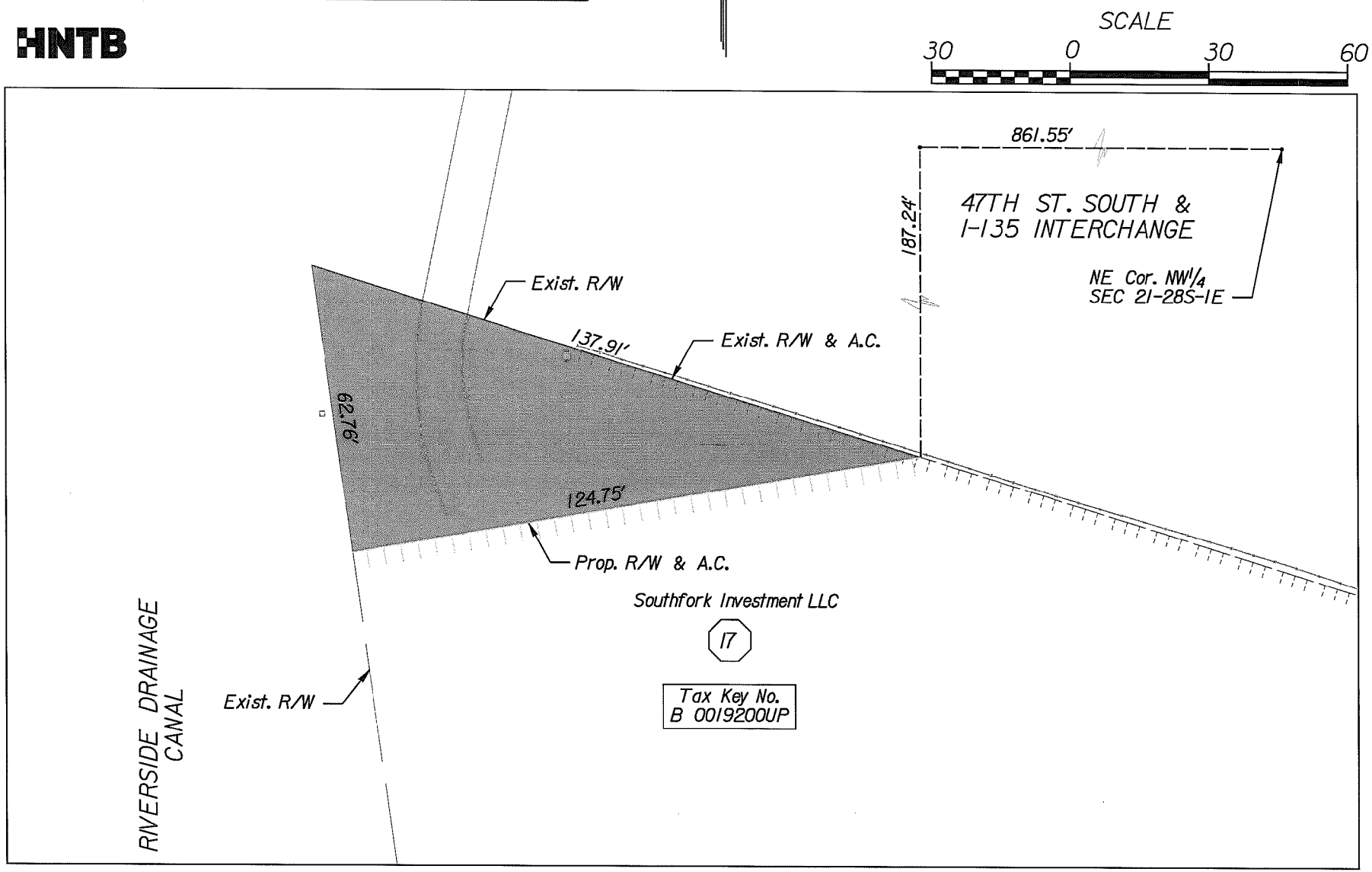

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EXHIBIT 'A'

Right of Way and Access Control

That portion of the Northwest Quarter of Section 21, Township 28 South, Range 1 East, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence S89°31'13"W along the North line of said Northwest Quarter, a distance of 861.55 feet; thence S00°28'47"E, a distance of 187.24 feet to a point on the South right of way line of 47TH Street South, said point being the True Point of Beginning; thence N72°40'54"W along said South right of way line, a distance of 137.91 feet to a point on the East line of the Riverside Drainage Canal; thence S07°58'18"E along said East line, a distance of 62.76 feet; thence N80°15'50"E, a distance of 124.75 feet to the True Point of Beginning, containing 3,912.8 square feet, more or less.

There shall be no abutter's rights of access to and from 47TH Street South, over and across the North line of the remaining property from which the right of way described above was acquired.

PROJECT: I-135/KTA/47TH ST INTERCHANGE

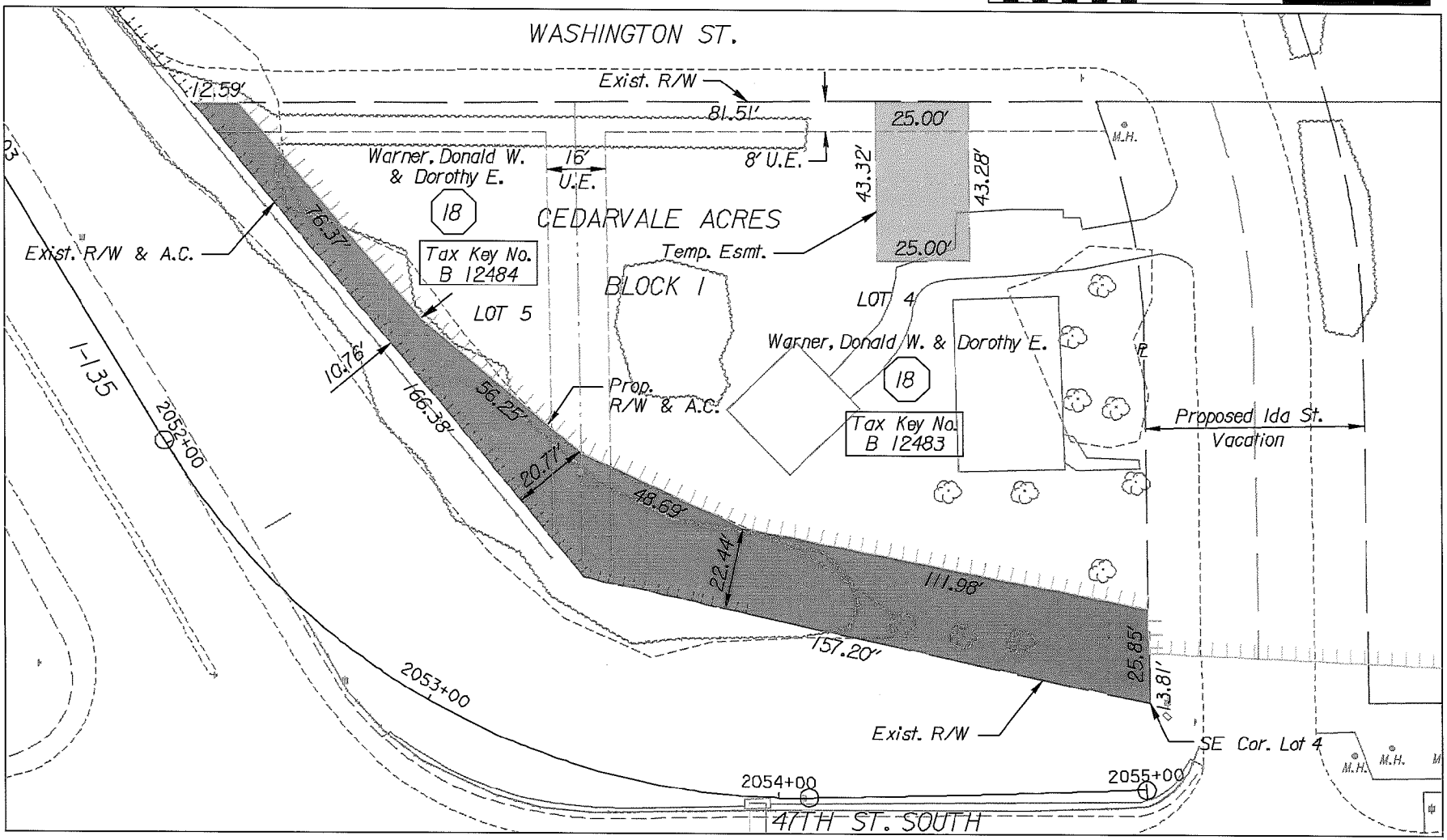
TRACT NUMBER: 18 DATE: 03/06/2009

SHEET: 1 of 1

HNTB

LEGEND:
Proposed Right of Way (5,889.6 SQ. FT.)
Temporary Construction Easement (1082.6 SQ. FT.)
Proposed Access Control (Additional 134.4 L.F.)

SCALE 40 0 40 80



Plotted on:19-MAR-2009 02:58 PM Model:$$$$$IP_MODEL$$$$$
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EXHIBIT 'A'

Right Of Way and Access Control

That portion of Lots 4 and 5, Block 1 of CEDARVALE ACRES, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southeast corner of said Lot 4; thence N00°51'09"W along the East line thereof, a distance of 25.85 feet; thence N78°55'18"W, a distance of 111.98 feet; thence N65°14'49"W, a distance of 48.69 feet; thence N49°49'06"W, a distance of 56.25 feet; thence N40°18'51"W, a distance of 76.37 feet to a point on the North line of Said Lot 5; thence S89°35'59"W along said North line, a distance of 12.59 feet to a point on the easterly right of way line of I-135; thence S39°34'00"E along said easterly right of way line, a distance of 166.38 feet to a point on the northerly right of way line of 47th Street South; thence S77°32'07"E along said northerly right of way line, a distance of 157.20 feet to the Point of Beginning, containing 5,889.6 square feet, more or less.

There shall be no abutter's rights of access to and from I-135 and 47TH Street South, over and across the West and South lines of the remaining property from which the right of way described above was acquired.

Temporary Construction Easement

That portion of Lot 4, Block 1 of CEDARVALE ACRES, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Northeast corner of said Lot 4; thence S89°35'59"W along the North line of said Lot 4, a distance of 34.88 feet to the True Point of Beginning; thence continuing S89°35'59"W along said North line, a distance of 25.00 feet; thence S00°29'47"E, a distance of 43.32 feet; thence N89°30'13"E, a distance of 25.00 feet; thence N00°29'47"W, a distance of 43.28 feet to the True Point of Beginning, containing 1,082.6 square feet, more or less.

PROJECT: I-135/KTA/47TH ST INTERCHANGE

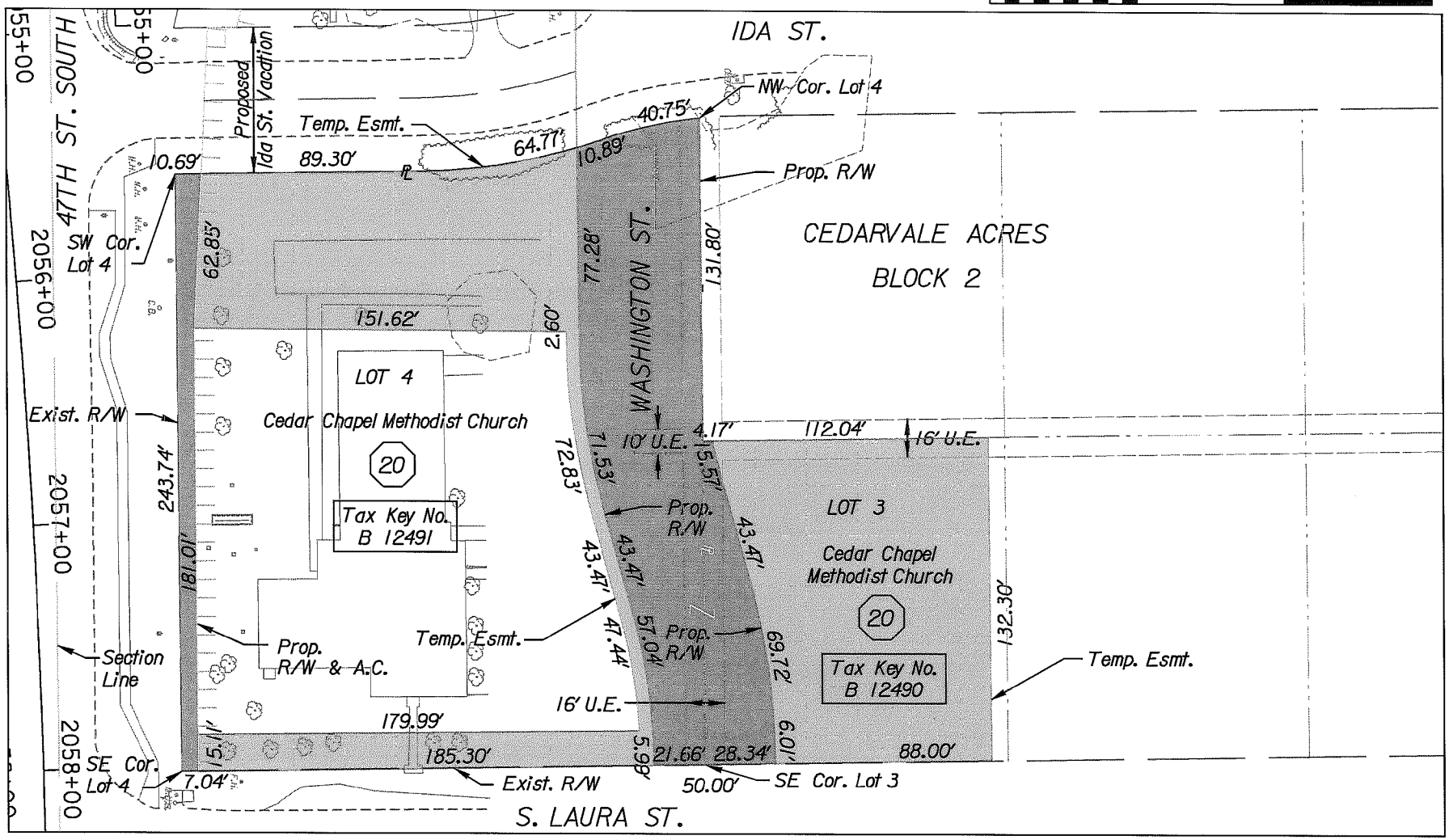
TRACT NUMBER: 20 DATE: 03/06/2009

SHEET: 1 of 1

HNTB

LEGEND:
Proposed Right of Way (14,923.1 SQ. FT.)
Temporary Construction Easement (26,540.1 SQ. FT.)
Proposed Access Control (Additional 273.7 L.F.)

SCALE
60 0 60 120



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Right Of Way and Access Control

That portion of Lot 4, Block 2 of CEDARVALE ACRES, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southwest corner of said Lot 4; thence N89°35'59"E along the South line of said Lot 4, a distance of 243.74 feet to the Southeast corner thereof; thence N00°51'10"W along the East line of said Lot 4, a distance of 7.04 feet; thence S89°42'40"W, a distance of 181.01 feet; thence N87°23'46"W, a distance of 62.85 feet to a point on the West line of said Lot 4; thence S00°51'10"E along said West line, a distance of 10.69 feet to the Point of Beginning, containing 1,873.7 square feet, more or less.

There shall be no abutter's rights of access to and from 47TH Street South, over and across the South line of the remaining property from which the right of way described above was acquired.

Right Of Way

That portion of Lots 3 and 4, Block 2 of CEDARVALE ACRES, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southeast corner of said Lot 3; thence N00°51'10"W along the East line thereof, a distance of 28.34 feet; thence S89°07'32"W, a distance of 6.01 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 275.00 feet; thence southwesterly along said curve through a central angle of 14°31'33", a distance of 69.72 feet; thence S74°36'00"W, a distance of 43.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 225.00 feet; thence southwesterly along said curve through a central angle of 03°57'55", a distance of 15.57 feet to a point on the West line of said Lot 3; thence S00°52'41"E along said West line, a distance of 4.17 feet to the Southwest corner of said Lot 3; thence S89°35'59"W along the North line of said Lot 4, a distance of 131.80 feet to the Northwest corner thereof, said point lying on a curve, concave easterly, having a radius of 176.21 feet; thence southeasterly along said curve, through a central angle of 13°14'58", a distance of 40.75 feet to a point on a curve, concave southwesterly, having a radius of 236.21 feet and a radial bearing of N70°47'42"E; thence southeasterly along said curve through a central angle of 02°38'26", a distance of 10.89 feet; thence N89°30'13"E, a distance of 77.28 feet to the beginning of a tangent curve, concave northerly, having a radius of 275.00 feet; thence northeasterly along said curve through a central angle of 14°54'14", a distance of 71.53 feet; thence N74°36'00"E, a distance of 43.47 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 225.00 feet; thence northeasterly along said curve through a central angle of 14°31'33", a distance of 57.04 feet; thence N89°07'32"E, a distance of 5.99 feet to a point on the East line of Lot 4; thence N00°51'10"W along said East line, a distance of 21.66 feet to the Point of Beginning, containing 13,049.4 square feet, more or less.

Temporary Construction Easement

That portion of Lot 3, Block 2 of CEDARVALE ACRES, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Southeast corner of said Lot 3; thence N00°51'10"W along the East line thereof, a distance of 28.34 feet to the True Point of Beginning; thence S89°07'32"W, a distance of 6.01 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 275.00 feet; thence southwesterly along said curve through a central angle of 14°31'33", a distance of 69.72 feet; thence S74°36'00"W, a distance of 43.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 225.00 feet; thence southwesterly along said curve through a central angle of 03°57'55", a distance of 15.57 feet to a point on the West line of said Lot 3; thence N00°52'41"W along said West line, a distance of 112.04 feet; thence N89°32'41"E, a distance of 132.30 feet to a point on said East line of Lot 3; thence S00°51'10"E along said East line, a distance of 88.00 feet to the True Point of Beginning, containing 12,830.8 square feet, more or less.

Temporary Construction Easement

That portion of Lot 4, Block 2 of CEDARVALE ACRES, and of a portion of vacated Ida Street lying adjacent to said Lot 4, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Southeast corner of said Lot 4; thence N00°51'10"W along the East line of said Lot 4, a distance of 7.04 feet to the True Point of Beginning; thence S89°42'40"W, a distance of 15.11 feet; thence N00°36'12"W, a distance of 179.99 feet to a point on a curve, concave southeasterly, having a radius of 220.00 feet and a radial bearing of N03°02'43"W; thence southwesterly along said curve through a central angle of 12°21'17", a distance of 47.44 feet; thence S74°36'00"W, a distance of 43.47 feet to the beginning of a tangent curve, concave northerly, having a radius of 280.00 feet; thence southwesterly along said curve through a central angle of 14°54'14", a distance of 72.83 feet; thence S89°30'13"W, a distance of 2.60 feet; thence S00°18'59"W, a distance of 151.62 feet; thence N87°23'46"W, a distance of 62.85 feet to a point on the West line of said Lot 4; thence N00°51'10"W, a distance of 89.30 feet to the beginning of a tangent curve, concave westerly, having a radius of 236.21 feet; thence northerly along said curve through a central angle of 15°42'42", a distance of 64.77 feet; thence N89°30'13"E, a distance of 77.28 feet to the beginning of a tangent curve, concave northerly, having a radius of 275.00 feet; thence northeasterly along said curve through a central angle of 14°54'14", a distance of 71.53 feet; thence N74°36'00"E, a distance of 43.47 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 225.00 feet; thence northeasterly along said curve through a central angle of 14°31'33", a distance of 57.04 feet; thence N89°07'32"E, a distance of 5.99 feet to a point on said East line of said Lot 4; thence S00°51'10"E along said East line, a distance of 185.30 feet to the True Point of Beginning, containing 13,709.3 square feet, more or less.

OCA 707004

PUBLISHED IN THE WICHITA EAGLE ON _____

ORDINANCE **NO**._____

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE CONSTRUCTION AND IMPROVEMENT OF THE I-135/47th STREET SOUTH INTERCHANGE 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.

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

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for improvement of the I-135/47th Street South Interchange and 47th Street South from I-135 to Broadway in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

Right of way and access control over a portion of Lot 1, Block A of HOMER MORGAN 4TH ADDITION, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southeast corner of said Lot 1; thence S89°29’37”W along the South line of said Lot 1, a distance of 249.15 feet; thence N60°53’16”E, a distance of 51.58 feet; thence N88°10’32”E, a distance of 46.81 feet; thence S83°37’51”E, a distance of 158.14 feet to a point on the East line of said Lot 1; thence S01°04’53”E along said East line, a distance of 6.84 feet to the Point of Beginning, containing 4,300.3 square feet, more or less and

There shall be no abutter’s rights of access to and from 47TH Street South, over and across the South line of the remaining property from which the right of way described above was acquired, except for two access openings to 47th Street South over and across the East 40.72 feet thereof, measured along said South line, and over and across that portion of said South line described as follows:

Commencing at said Southeast corner of Lot 1; thence N01°04’53”W along the East line thereof, a distance of 6.84 feet; thence N83°37’51”W along said South line of the remaining property, a distance of 158.14 feet to the True Point of Beginning; thence S88°10’32”W along said South line, a distance of 46.81 feet and

Right of way with access control over a portion of the West Half of Lot 3, of NOLAN’S GARDENS, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Northeast corner of said West Half of Lot 3; thence S00°10’06”E along the East line of said West Half, a distance of 106.30 feet to a point on the South right of way line of 47TH Street South, said point being the Northwest corner of Lot 1 of K MART PLAZA SOUTH and the True Point of Beginning; thence continuing S00°10’06”E along said East line, along the West line of said Lot 1, a distance of 17.84 feet; thence N84°17’50”W, a distance of 60.35 feet; thence N85°03’58”W, a distance of 51.96 feet to a point on the West line of land conveyed to Pizza Hut of America, Inc., by deed recorded April 08, 1994, film 1435, page 0215; thence N00°10’06”W along said West line, a distance of 5.66 feet to a point on said South right of way line of 47TH Street South; thence N89°07’16”E along said South right of way line, a distance of 111.80 feet to the True Point of Beginning, containing 1,293.0 square feet, more or less and

There shall be no abutter’s rights of access to and from 47TH Street South, over and across the North line of the remaining property from which the right of way described above was acquired, except for an access opening to 47th Street South over and across the East 60.35 feet thereof, measured along said North line and

Right of way and access control over a portion of Lot 1 of BROOKINGS BY-PASS THIRD ADDITION, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southwest corner of said Lot 1; thence N89°21’25”E along the South line of said Lot 1, a distance of 406.85 feet to the Southeast corner thereof; thence N04°20’43”W along the East line of said Lot 1, a distance of 300.44 feet; thence S19°20’03”W, a distance of 156.80 feet; thence S09°47’00”W, a distance of 135.46 feet; thence S89°31’13”W, a distance of 285.00 feet; thence N06°23’30”W, a distance of 107.70 feet; thence N29°33’51”W, a distance of 30.62 feet to a point on the West line of said Lot 1; thence S01°05’51”E along said West line, a distance of 154.00 feet to the Point of Beginning, containing 25,502.9 square feet (0.585 acre), more or less and

There shall be no abutter’s rights of access to and from I-135 and 47TH Street South over and across the East and South lines of the remaining property from which the right of way described above was acquired and

Right of way and access control over a portion of the Northwest Quarter of Section 21, Township 28 South, Range 1 East, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence S89°31’13”W along the North line of said Northwest Quarter, a distance of 861.55 feet; thence S00°28’47”E, a distance of 187.24 feet to a point on the South right of way line of 47TH Street South, said point being the True Point of Beginning; thence N72°40’54”W along said South right of way line, a distance of 137.91 feet to a point on the East line of the Riverside Drainage Canal; thence S07°58’18”E along said East line, a distance of 62.76 feet; thence N80°15’50”E, a distance of 124.75 feet to the True Point of Beginning, containing 3,912.8 square feet, more or less and

There shall be no abutter’s rights of access to and from 47TH Street South, over and across the North line of the remaining property from which the right of way described above was acquired and

Right of way and access control over a portion of Lots 4 and 5, Block 1 of CEDARVALE ACRES, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southeast corner of said Lot 4; thence N00°51’09”W along the East line thereof, a distance of 25.85 feet; thence N78°55’18”W, a distance of 111.98 feet; thence N65°14’49”W, a distance of 48.69 feet; thence N49°49’06”W, a distance of 56.25 feet; thence N40°18’51”W, a distance of 76.37 feet to a point on the North line of Said Lot 5; thence S89°35’59”W along said North line, a distance of 12.59 feet to a point on the easterly right of way line of I-135; thence S39°34’00”E along said easterly right of way line, a distance of 166.38 feet to a point on the northerly right of way line of 47th Street South; thence S77°32’07”E along said northerly right of way line, a distance of 157.20 feet to the Point of Beginning, containing 5,889.6 square feet, more or less and

There shall be no abutter’s rights of access to and from I-135 and 47TH Street South, over and across the West and South lines of the remaining property from which the right of way described above was acquired and

That portion of Lot 4, Block 2 of CEDARVALE ACRES, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southwest corner of said Lot 4; thence N89°35’59”E along the South line of said Lot 4, a distance of 243.74 feet to the Southeast corner thereof; thence N00°51’10”W along the East line of said Lot 4, a distance of 7.04 feet; thence S89°42’40”W, a distance of 181.01 feet; thence N87°23’46”W, a distance of 62.85 feet to a point on the West line of said Lot 4; thence S00°51’10”E along said West line, a distance of 10.69 feet to the Point of Beginning, containing 1,873.7 square feet, more or less and

There shall be no abutter’s rights of access to and from 47TH Street South, over and across the South line of the remaining property from which the right of way described above was acquired.

Permanent Easements for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

That portion of Lot 1, "K-Mart Plaza South, in the City of Wichita, Sedgwick County, Kansas described as follows:

Beginning at the Northwest corner of said Lot 1: thence S61°59'36"E along the South right of way line of 47th Street South, a distance of 46.77 feet; thence N84°17'50"W a distance of 41.45 feet to a point on the West line of said Lot 1; thence N00°10'06"W along said West line, distance of 17.84 feet to the Point of Beginning, containing 367.9 feet, more or less and

That portion of Lot 1 of BELL–JACKSON ADDITION, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southwest corner of said Lot 1; thence N89°29'37"E along the South line of said Lot 1, a distance of 178.40 feet; thence N84°10'22"W, a distance of 43.85 feet; thence N89°39'19"W, a distance of 134.91 feet to a point on the West line of said Lot 1; thence S01°04'53"E along said West line, a distance of 6.84 feet to the Point of Beginning, containing 892.8 square feet, more or less and

That portion of Lot 4, Block 2 of SOUTH BROADWAY INDUSTRIAL PARK, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southeast corner of said Lot 4; thence S85°32'41"W along the South line of said Lot 4, a distance of 157.26 feet to the Southwest corner thereof; thence N73°27'04"E, a distance of 32.11 feet; thence N56°13'54"E, a distance of 94.21 feet; thence N67°57'17"E, a distance of 50.05 feet to a point on the East line of said Lot 4; thence S01°05'51"E along said East line, a distance of 68.09 feet to the Point of Beginning, containing 5,299.2 square feet, more or less and

That portion of Lots 3 and 4, Block 2 of CEDARVALE ACRES, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Southeast corner of said Lot 3; thence N00°51'10"W along the East line thereof, a distance of 28.34 feet; thence S89°07'32"W, a distance of 6.01 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 275.00 feet; thence southwesterly along said curve through a central angle of 14°31'33", a distance of 69.72 feet; thence S74°36'00"W, a distance of 43.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 225.00 feet; thence southwesterly along said curve through a central angle of 03°57'55", a distance of 15.57 feet to a point on the West line of said Lot 3; thence S00°52'41"E along said West line, a distance of 4.17 feet to the Southwest corner of said Lot 3; thence S89°35'59"W along the North line of said Lot 4, a distance of 131.80 feet to the Northwest corner thereof, said point lying on a curve, concave easterly, having a radius of 176.21 feet; thence southeasterly along said curve, through a central angle of 13°14'58", a distance of 40.75 feet to a point on a curve, concave southwesterly, having a radius of 236.21 feet and a radial bearing of N70°47'42"E; thence southeasterly along said

curve through a central angle of 02°38’26”, a distance of 10.89 feet; thence N89°30’13”E, a distance of 77.28 feet to the beginning of a tangent curve, concave northerly, having a radius of 275.00 feet; thence northeasterly along said curve through a central angle of 14°54’14”, a distance of 71.53 feet; thence N74°36’00”E, a distance of 43.47 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 225.00 feet; thence northeasterly along said curve through a central angle of 14°31’33”, a distance of 57.04 feet; thence N89°07’32”E, a distance of 5.99 feet to a point on the East line of Lot 4; thence N00°51’10”W along said East line, a distance of 21.66 feet to the Point of Beginning, containing 13,049.4 square feet, more or less.

Temporary Easements for the uses and purposed herein set forth in and to the following-described tracts, to-wit:

That portion of Lot 1, Block A of HOMER MORGAN 4TH ADDITION, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Southeast corner of said Lot 1; thence N01°04’53”W along the East line of said Lot 1, a distance of 6.84 feet; thence N83°37’51”W, a distance of 158.14 feet to the True Point of Beginning; thence S88°10’32”W, a distance of 46.81 feet; thence N00°19’26”W, a distance of 5.00 feet; thence N88°11’03”E, a distance of 46.98 feet; thence S01°34’17”W, a distance of 5.00 feet to the True Point of Beginning, containing 234.2 square feet, more or less and

That portion of Lot 1, Block A of HOMER MORGAN 4TH ADDITION, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Northwest corner of Lot 1, Block A of HOMER MORGAN 4TH ADDITION; thence S01°08’01”E along the West line of said Lot 1, a distance of 17.69 feet; thence N47°30’44”E, a distance of 10.86 feet; thence N02°13’46”W, a distance of 10.43 feet to a point on the North line of Lot 1; thence S89°31’12”W along said North line, a distance of 7.96 feet to the Point of Beginning, containing 113.6 square feet, more or less and

That portion of Lot 1 of K MART PLAZA SOUTH, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the Northeast corner of said Lot 1, said point lying on a curve, concave northerly, having a radius of 3,899.83 feet and a radial bearing of S02°47’22”E; thence westerly along the North line of said Lot 1, along said curve through a central angle of 01°25’42”, a distance of 97.22 feet; thence S05°03’00”E, a distance of 17.44 feet; thence N89°53’46”E, a distance of 95.89 feet to a point on the East line of said Lot 1; thence N00°45’07”W along said East line, a distance of 20.72 feet to the Point of Beginning, containing 1,820.3 square feet, more or less and

That portion of Lot 1 of BROOKINGS BY-PASS THIRD ADDITION, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Southeast corner of said Lot 1; thence N04°20’43”W along the East line of said Lot 1, a distance of 300.44 feet to the True Point of Beginning; thence continuing N04°20’43”W along said East line, a distance of 24.90 feet; thence S19°20’03”W, a distance of 180.43 feet; thence S09°47’00”W, a distance of 127.94 feet; thence S89°31’13”W, a distance of 272.66 feet; thence N06°23’30”W, a distance of 99.19 feet; thence N38°32’38”W, a distance of 32.03 feet to a point on the West line of said Lot 1; thence S29°33’51”E, a distance of 30.62 feet; thence S06°23’30”E, a distance of 107.70 feet; thence N89°31’13”E, a distance of 285.00 feet; thence N09°47’00”E, a distance of 135.46 feet; thence N19°20’03”E, a distance of 156.80 feet to the True Point of Beginning, containing 6,385.2 square feet, more or less and

That portion of Lot 4, Block 1 of CEDARVALE ACRES, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Northeast corner of said Lot 4; thence S89°35’59”W along the North line of said Lot 4, a distance of 34.88 feet to the True Point of Beginning; thence continuing S89°35’59”W along said North line, a distance of 25.00 feet; thence S00°29’47”E, a distance of 43.32 feet; thence N89°30’13”E, a distance of 25.00 feet; thence N00°29’47”W, a distance of 43.28 feet to the True Point of Beginning, containing 1,082.6 square feet, more or less and

That portion of Lot 3, Block 2 of CEDARVALE ACRES, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Southeast corner of said Lot 3; thence N00°51’10”W along the East line thereof, a distance of 28.34 feet to the True Point of Beginning; thence S89°07’32”W, a distance of 6.01 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 275.00 feet; thence southwesterly along said curve through a central angle of 14°31’33”, a distance of 69.72 feet; thence S74°36’00”W, a distance of 43.47 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 225.00 feet; thence southwesterly along said curve through a central angle of 03°57’55”, a distance of 15.57 feet to a point on the West line of said Lot 3; thence N00°52’41”W along said West line, a distance of 112.04 feet; thence N89°32’41”E, a distance of 132.30 feet to a point on said East line of Lot 3; thence S00°51’10”E along said East line, a distance of 88.00 feet to the True Point of Beginning, containing 12,830.8 square feet, more or less and

That portion of Lot 4, Block 2 of CEDARVALE ACRES, and of a portion of vacated Ida Street lying adjacent to said Lot 4, in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Southeast corner of said Lot 4; thence N00°51’10”W along the East line of said Lot 4, a distance of 7.04 feet to the True Point of Beginning; thence S89°42’40”W, a distance of 15.11 feet; thence N00°36’12”W, a distance of 179.99 feet to a point on a curve, concave southeasterly, having a radius of 220.00 feet and a radial bearing of N03°02’43”W; thence southwesterly along said curve through a central angle of 12°21’17”, a distance of 47.44 feet; thence

S74°36’00”W, a distance of 43.47 feet to the beginning of a tangent curve, concave northerly, having a radius of 280.00 feet; thence southwesterly along said curve through a central angle of 14°54’14”, a distance of 72.83 feet; thence S89°30’13”W, a distance of 2.60 feet; thence S00°18’59”W, a distance of 151.62 feet; thence N87°23’46”W, a distance of 62.85 feet to a point on the West line of said Lot 4; thence N00°51’10”W, a distance of 89.30 feet to the beginning of a tangent curve, concave westerly, having a radius of 236.21 feet; thence northerly along said curve through a central angle of 15°42’42”, a distance of 64.77 feet; thence N89°30’13”E, a distance of 77.28 feet to the beginning of a tangent curve, concave northerly, having a radius of 275.00 feet; thence northeasterly along said curve through a central angle of 14°54’14”, a distance of 71.53 feet; thence N74°36’00”E, a distance of 43.47 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 225.00 feet; thence northeasterly along said curve through a central angle of 14°31’33”, a distance of 57.04 feet; thence N89°07’32”E, a distance of 5.99 feet to a point on said East line of said Lot 4; thence S00°51’10”E along said East line, a distance of 185.30 feet to the True Point of Beginning, containing 13,709.3 square feet, more or less.

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this _____ day of, _____ 2009.

CITY OF WICHITA

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

OCA707004

Published in the Wichita Eagle on May 8, 2009

RESOLUTION NO. 09-125

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PRIVATE PROPERTY FOR THE USE OF THE CITY OF WICHITA IN CONNECTION WITH THE PLANNED I-135/47TH STREET INTERCHANGE PROJECT.

WHEREAS, the governing body has previously authorized the study and the preliminary design of certain improvements to East 47th Street South between Broadway and the interchange with I-135; and

WHEREAS, such study and preliminary design has identified the need to acquire several parcels of private property in order to properly complete such improvements; and

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

SECTION 1. The governing body hereby declares it to be necessary to acquire certain private property in connection with improvement of the East 47th Street South between Broadway and the I-135 Interchange.

SECTION 2. The City Engineer is directed to make or cause to be made a survey and description of the lands and/or interests to be acquired and to have such survey and description filed with the City Clerk.

SECTION 3. That this Resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 5th day of May, 2009.

CITY OF WICHITA

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, Director of Law

Agenda Item No. XII-9.

City of Wichita
City Council Meeting
May 5, 2009

TO: Mayor and City Council

SUBJECT: HOME Program; Additional CHDO Set-Aside Funding (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: **A**pprove the amendment to the Consolidated Plan, the amendment to the funding agreement, and authorize the necessary signatures.

Background: On March 18, 2008, the City Council approved an allocation of $77,884, for a housing project to be carried out by Power CDC, Inc. (Power CDC). This HOME funding was provided as part of the City's 2008-2009 Consolidated Plan funding process, under the required set-aside for Community Housing Development Organizations (CHDOs). Funding must be utilized within the boundaries of the City's Local Investment Areas (LIAs).

Analysis: Power CDC has requested additional CHDO set-aside funding in the amount of $48,250, in order to purchase a property located at 1817 N. Spruce, which is currently the subject of a condemnation case initiated by the Office of Central Inspection. The proposed project involves purchase of the property, demolition of the existing vacant, blighted structure, and construction of a new home on the site. Upon completion of construction, the new home will be marketed for sale to an income-eligible, owner-occupant homebuyer, who will receive a down payment/closing costs assistance loan from the City's HOMEownership 80 Program.

The project will require HOME program subsidy. HOME funds are usually provided under the City's CHDO set-aside requirement 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 to moderate income families.

The additional funding requested is available from unallocated HOME program funding available due to loan repayments. Housing and Community Services proposes to amend the City's 2008-2009 HUD Consolidated Plan in order to provide the additional funding as part of Power CDC's original CHDO set-aside funding allocation. The proposed amendment does not qualify as a substantial amendment, as the proposed funding does not exceed 20% of the City's 2008-2009 HOME funding allocation, and does not involve creation of a new activity.

Financial Considerations: HOME funding will be provided in the form of a zero-interest, forgivable participation construction loan. Power CDC will obtain a construction loan from a local bank in an amount equivalent to 75% of the appraised value of a home to be constructed.

Goal Impact: Projects funded under the subject HOME funding agreement will contribute to the goal of Economic Vitality and Affordable Living.

Legal Considerations: Funding provided under the City's CHDO set-aside must be approved by the City Council. The funding agreement amendment has been drafted by Housing and Community Services staff and approved as to form by the City Law Department. Assistance loans provided to homebuyers for the purchase of homes constructed with CHDO funding are secured with a mortgage on the property. This mortgage serves as the long-term deed restriction required under the HOME regulation to preserve affordability.

Recommendations/Actions: It is recommended that the City Council approve the amendment to the Consolidated Plan, the amendment to the funding agreement, and authorize the necessary signatures.

Attachments: Funding agreement amendment.

AMENDMENT TO GRANT AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT

A
PARTICIPATING JURISDICTION
And

Power CDC, Inc.,

A Community Housing Development Organization

HOME Investment Partnerships Program

2008-2009 Program Year

City of Wichita
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into May 5, 2009 and dated to be effective May 5, 2009, between the City of Wichita (hereinafter referred to as the CITY) and Power CDC, Inc., (Power CDC, a Community Housing Development Organization, hereinafter referred to as the "Developer").

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated to be effective July 22, 2008, and executed July 22, 2008, in the amount of $77,884.00, in which the Developer agreed to undertake an affordable housing program concentrated in the City's Northeast Local Investment Area, as described in the City of Wichita's Consolidated Plan.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to begin July 22, 2008, and executed July 22, 2008, and the intent of this amendment, entered into May 5, 2009, and dated to be effective May 5, 2009, hereby agree, covenant, and contract with each other that, effective May 5, 2009, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

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 $126,134 as referenced in Exhibit B and Exhibit C. Contract payments above $126,134 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.

Power CDC, Inc.

_____
Signature

_____
Title of Officer Date

CITY OF WICHITA

By_____
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 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.

The Developer, a Community Housing Development Organization (CHDO), is receiving this grant funding as CHDO Set-Aside Funding, under HOME regulations, as specified in 24 CFR 92.300.

In return for the $126,134 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition of existing vacant homes or vacant lots located within the boundaries of any of the City's Northeast Local Investment 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 new single family home on each site. A minimum of three 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.

III. Administration

The Power CDC President/Executive Director 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 POWER CDC for this project will be $126,134, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

A. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $126,134 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with 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 the aforementioned developer fee, and applicable 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 projects and extended grant authority as a result of repayments generated by the project. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

	$126,134
TOTAL	$126,134

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)	
	$126,134
TOTAL	$126,134

Agenda Item No. XII-10.

City of Wichita
City Council Meeting
May 5, 2009

To: Mayor and City Council

Subject: Housing First Contract Amendment

Initiated By: Housing and Community Services Department

Agenda: Consent

Recommendation: Approve the contract amendment.

Background: When the Task Force on Ending Chronic Homelessness presented its report to the County Commission and City Council, it was decided that the Housing and Community Services Department would administer the Housing First program. The program is jointly funded by the City and Sedgwick County. The City approved a contract with Sedgwick County to administer their funds for this program, on February 10, 2009.

Analysis: Sedgwick County staff have proposed an amendment to the contract with the City of Wichita, which will modify the compensation component of the contract from quarterly payments to monthly reimbursements.

Financial Consideration: The contract modification will not impact the original funding allocations for this program.

Goal Impact: Modification of the contract will impact Quality of Life and Economic Vitality and Affordable Living goals.

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

Recommendation/Actions: It is recommended that the City Council approve the contract amendment.

Attachment: Contract amendment.

AMENDMENT TO HOUSING FIRST APARTMENTS AGREEMENT

This Amendment to Contract entered into as of this _____ day of _____, 2009 by and between Sedgwick County, Kansas, hereinafter referred to as "County, and the City of Wichita, a municipal corporation, hereinafter referred to as "City or Contractor."

WITNESSETH:

WHEREAS, the parties hereto have entered into a contract on the 4th day of March, 2009, to provide apartments for the Housing First model program; and

WHEREAS, the parties have found it necessary to make certain amendments to the original agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree to amend and make this Amendment to their original agreement.

1. **Paragraph 4**. **Compensation** is hereby amended and shall read as follows:

4. Compensation: City and County expressly understand and agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid hereunder to City for performance of this contract exceed the maximum cash amount of $191,368.00 for rent support for approximately 32 apartments. Payments will be made monthly on a reimbursement basis upon receipt of an invoice detailing expenditures for the prior month. An invoice is required for payments to be processed. Additionally, City agrees to report to County quarterly as outlined in Appendix B – Purpose and Outcomes.

IN WITNESS WHEREOF, City and County have executed this contract as of the day and year first above written.

SEDGWICK COUNTY, KANSAS	CITY OF WICHITA, KANSAS
_____	_____
Kelly Parks, Chairman Board of County Commissioners	Carl Brewer, Mayor

ATTEST:

_____

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

_____

Jennifer Magaña, Deputy County Counselor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, Director of Law

Agenda Item No. XII-11.

City of Wichita
City Council Meeting
May 5, 2009

To: Mayor and City Council

Subject: Pipe cleaning services for Gilbert and Mosley Remediation System (District III)

Initiated By: Environmental Services

Agenda: Consent

Recommendation: Approve the contract for cleaning portions of the Gilbert & Mosley Remediation System piping.

Background: The Gilbert and Mosley Remediation System have been in constant service since December 2002, and the City has remediated more than 2.6 billion gallons of groundwater. The treatment system is composed of 13 extraction wells located throughout downtown Wichita and 5.5 miles of pipeline. The pipeline conveys the contaminated groundwater from the extraction wells to the treatment facility, the Water Center, which is located in Herman Hill Park. The groundwater is highly mineralized, and through normal processes leaves mineral deposits within the pipeline. These deposits must be removed periodically in order to reduce the "back pressures" on the extraction wells. On January 6, 2009 the Department of Environmental Services received 2 proposals from qualified vendors in response to the request for proposal to clean a portion of the pipeline known as the A/B line.

Analysis: The selection process was conducted in accordance with Administrative Regulation 1.2, Contracting for Professional Services, and a Staff Screening and Selection Committee (SSSC) was convened on February 26, 2009. The SSSC reviewed the two proposals and determined that both proposals met the qualifications. A telephone interview with each vendor was conducted. Mayer Specialty Services, LLC, was the vendor selected by the Committee based upon the proposal qualifications, interview process, and proposed costs. The SSSC noted that Mayer Specialty Services proposes to conduct the pipe cleaning in a much shorter timeframe, has had previous experience cleaning the Gilbert and Mosley pipeline, and the proposed costs provided the City with the most economical choice.

Financial Consideration: Cost for this activity is not to exceed $61,750.00 and is within the current budget for Gilbert and Mosley Groundwater Remediation Project.

Goal Impact: Ensure efficient infrastructures by maintaining and optimizing public facilities and assets.

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

Recommendation/Actions: Approve the contract with Mayer Specialty Services, LLC and authorize the necessary signatures.

Attachment: Contract for Cleaning of the A/B Piping Network for the Gilbert and Mosley Remediation System.

CONTRACT
for
CLEANING OF THE A/B PIPING NETWORK FOR THE GILBERT & MOSLEY REMEDIATION SYSTEM

THIS CONTRACT entered into this 5th day of May, 2009 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and **MAYER SPECIALTY SERVICES, LLC** (Performance Vendor Code Number 805350 - 001), PO Box 469, 831 Industrial Road, Goddard KS, 67052, Telephone Number (316) 794-1165 hereinafter called **"CONTRACTOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited a proposal for **Cleaning of Piping Network for the Gilbert & Mosley Remediation System** for the Environmental Services Department (Formal Proposal – FP800113); and

WHEREAS, CONTRACTOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP800113, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP800113, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **CONTRACTOR** for the **Cleaning of the A/B Piping Network for the Gilbert & Mosley Remediation System** for the Environmental Services Department as per the proposal, plans, specifications, addenda and Contractor's proposal of January 6, 2009 and as approved by the City Council on May 5, 2009. Additional pipe network cleaning may be assigned on a task basis per the unit rates established in the proposal.

TOTAL CONTRACT AMOUNT NOT TO EXCEED $61,750.00

3. **Term. CONTRACTOR** further agrees that the work under this contract shall be completed to the full satisfaction of the Environmental Services Department of the City of Wichita on or before **December 31, 2009** for completion. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR.**

4. **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.

5. **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**.

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

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

8. **Non-Discrimination. CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create 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.

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

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

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

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

Janis Edwards
Deputy City Clerk

CITY OF WICHITA, KANSAS

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

MAYER SPECIALTY SERVICES, LLC

Signature

Todd Mayer
Print Name

Partner
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, Contractor 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, Contractor 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 Contractor.

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

1. The Contractor, 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 contractor, 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 Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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 Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The Contractor, 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 Contractor, 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 Contractor, 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 Contractor, 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, subcontractor 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, Contractors 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 Contractors, 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, Contractor 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-12.

City of Wichita
City Council Meeting
May 5, 2009

To: Mayor and City Council

Subject: Resolution Authorizing Section 5307 Urbanized Area Formula Annual grant from the Federal Transportation Administration (FTA) (All Districts)

Initiated By: Wichita Transit

Agenda: Consent Agenda

Recommendation: Approve resolution authorizing filing of grant application.

Background: The Federal Transportation Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of this resolution is to authorize staff to file for eligible federal funds for the support of the city's transit services for FY2009 capital purchases and transit operations. A public hearing was held on Monday April 27, 2009, with no adverse comments. Section 5307 funds are funded 80% federal funds and 20% local matching funds programs.

Analysis: The proposed resolution authorizes funding to support the following:

- Capital, including capital cost of contracting, purchase, and installation of new ventilation system for the Transit Operations Center and security services needed;
- Planning activities, including short-range transit planning and general planning functions;
- Preventive maintenance and ADA nonfixed route service operating funds; and
- Pass-through funding for urbanized area operators (Sedgwick County, Butler County, and Derby) for planning and preventive maintenance

Financial Consideration: The total grant budget is $4,036,774; federal share is $2,824,419. The local share will be split between the City of Wichita ($767,355), KDOT ($400,000), and other local, non-City of Wichita, funds ($45,000).

Goal Impact: To ensure an efficient infrastructure by maintaining and optimizing public facilities and assets.

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

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

Attachment: Resolution Authorizing Section 5307 Grant from FTA

RESOLUTION NO. 09-126

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATIONTO SUPPORT FY 2009 SECTION 5307 PROJECTS

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section 5307 – Annual Urbanized Formula Funds: capital, including capital cost of contracting, purchase, and installation of new ventilation system for the Transit Operations Center and security services needed; planning activities, including short-range transit planning and general planning functions; preventive maintenance and ADA nonfixed route service operating funds; and pass-through funding for urbanized area operators (Sedgwick County, Butler County, and Derby) for planning and preventive maintenance.

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

1. The City Manager is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. §5307 projects.

2. That the City Manager is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.

3. That the City Manager is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on April 28, 2009.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

Agenda Item No. XII-13.

CITY OF WICHITA
City Council Meeting
May 5, 2009

TO: Mayor and City Council Members

SUBJECT: Payment of Judgment

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve the settlement.

Background: The original action dates back to 2001, with resolution of all substantive claims in 2004. Since that time the parties have litigated the propriety of the plaintiffs' attorney fee claim.

Analysis: The decision to continue this litigation through appeal is tempered by the applicable federal statute which grants to plaintiffs the right to collect attorney fees incurred in litigation seeking resolution of the attorney fee issue. Additionally, post-judgment interest will accrue on amounts unpaid. The most economical course of action is to pay the settlement negotiated through the 10th Circuit mediation office.

Goal Impact: The payment of this settlement from police response to a public safety concern supports the dedication of the City to the Safe and Secure goal. It resolves an outstanding financial liability, and therefore promotes budgetary certainty.

Financial Considerations: Funding for this settlement is from the tort claims fund.

Legal Considerations: The Law Department recommends against further appeal and in favor of acquiescence in this judgment for economic reasons.

Recommendations/Actions: Authorize an additional $124,511.91 towards the full payment of $192,000.00 in settlement of all claims in Case No. 01-1226-JTM, payable to American Liberties Institute, Inc.

Attachments: None.

Second Reading Ordinances for May 5, 2009 (first read on April 28, 2009)

Abatement of Dangerous and Unsafe Structures. (Districts I, II, III, and IV)

ORDINANCE NO. 48-319

An ordinance making a special assessment to pay for the removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance (Building Emergency Board-up) under the provision of sections 18.16.010 to 18.16.090 of the code of the City of Wichita, Kansas.

ORDINANCE NO. 48-320

An ordinance making a special assessment to pay for the removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance (Building Condemnation-Demolition) under the revision of sections 18.16.010 to 18.16.090 of the code of the city of Wichita, Kansas.