REVISIONS:
Addition of item 48.
Item 22 moved to New Business, 40a.
Pulled items: 1, 2, and 28

FINAL

CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. March 18, 2008

City Council Chambers
455 North Main

ORDER OF BUSINESS

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the March 4, 2008 regular meeting

AWARDS AND PROCLAMATIONS

-- Proclamation:

- Women in Construction Month
- American Red Cross Month

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. Kris Sims-Resolution 08-083, regarding the C.O.R.E. Project for redevelopment**.**
(Will speak under New Business, item 25.)

2. Harold F. Stocking-Resolution No. 08-083 regarding the C.O.R.E. Project**.**
(Will speak under New Business, item 25.)

3. Joseph Weber-Smoking Ban.

4. Sue Ann Halliday-Smoking Ban.

4a. Paul Weigand-Smoking Ban.

CONSENT AGENDA

5. Report of the Board of Bids and Contracts Dated March 17, 2008

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

6. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2008	(Consumption on Premises)
Maria E. Romero	Angela's Café*	901 East Central
Terry Brown	Bear's Entertainment	1015 South Meridian

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

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

7. Preliminary Estimates:

a. Alta from 350 feet west of Ellis to Hydraulic (south of MacArthur, west of Hydraulic) (472-84437/766159/490177) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - $452,160.00
b. Storm Water Drain #346 to serve Woods North Addition (south of 29th Street North, west of 127th Street East) (468-84487/751467/485358) Does not affect existing traffic. (District II) - $822,000.00
c. Lateral 1, Main 26 Four Mile Creek Sewer and Main 26 Four Mile Creek Sewer to serve Woods North Addition (south of 29th Street North, west of 127th Street East) (468-84485/744274/480963) Does not affect existing traffic. (District II) - $424,000.00
d. North Iron Wood Circle from the north line of 45th Street North to and including the cul-de-sac to serve The Pines at Sawmill Creek Addition (north of 45th Street North, east of Rock Road) (472-84630/766182/490200) Does not affect existing traffic. (District II) - $166,000.00

RECOMMENDED ACTION: Receive and file.

8. Petitions for Public Improvements:

a. Construct public improvements in the Parkstone in College Hill Development, north of Douglas, east of Hillside. (District II)
b. Alley paving in an area bounded by Kellogg, Pattie, Lewis and Laura. (District I)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

9. Agreements/Contracts:

a. Construction Engineering and Staking in Waterfront Residential, Greenwich Office Park & Waterfront 6th Additions, north of 13th, west of Greenwich. (District V)-Supplemental
b. Contract for Janitorial Services at Public Housing Apartment Complexes. (District VI)

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

10. Design Services Agreements:
    a. Webb Business Park Addition, north of 37th Street North, west of Webb. (District II)
    b. Cambria Addition, east of 143rd Street East, north of Pawnee. (District II)
    c. Monarch Landing Second Addition, north of 21st Street, west of 159th Street East. (District II)

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

11. Change Order:
    a. Pawnee Improvement, between Palisade and Broadway. (District III)

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

12. Property Acquisitions:
    a. Partial Acquisition of 8601 West Central for the Intersection Improvement Project at Central Avenue and Tyler Road. (District V)
    b. Partial Acquisition of 743 South Oliver for the Oliver, Harry to Kellogg Road Project. (District III)

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

13. Minutes of Advisory Boards/Commissions:

    Board of Electric Appeals, January 22, 2008
    Board of Appeals Refrigeration, Air Conditioning, Warm Air Heating and Boiler, February 7, 2008
    Wichita Airport Advisory Board, February 4, 2008

    RECOMMENDED ACTION: Receive and file.

14. February 2008 Monthly Contracts & Agreements.

    RECOMMENDED ACTION: Receive and File

15. Senior Management Expenses for January 2008.

    RECOMMENDED ACTION: Receive and file.

16. Resolution Authorizing Congestion Mitigation Air Quality (CMAQ) grant from the Federal Transportation Administration (FTA).

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

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

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

18. Funding for Public Transportation.

RECOMMENDED ACTION: Approve the interlocal agreements.

19. Snow and Ice Budget Adjustment.

RECOMMENDED ACTION: Approve the budget adjustment of up to $320,000 from appropriated reserves to the Public Works Snow and Ice Removal Budget. Any adjustments up to $320,000 will be processed as needed, based on the occurrence of any additional snow and ice events.

20. Conveyance of Portion of Land – Presbyterian Manors, Inc.

RECOMMENDED ACTION: Adopt the Resolution authorizing the Special Warranty Deed and execution and delivery of a partial release of Lease for the purpose of releasing the Unimproved Land from the Lease, and effecting a technical correction of the legal description of the Emporia Facility and the Dodge City Facility, and authorize necessary signatures.

21. 2008 Self-Insured Health Program Stop-Loss Insurance Policy.

RECOMMENDED ACTION: Approve the $400,000 stop-loss insurance policy and authorize the appropriate signatures

22. **Fire Stations 20, 21, and 22. (Districts II, III and V)**

(MOVED TO NEW BUSINESS ITEM 40a.)

23. Second Reading Paving Ordinances for March 18, 2008: (First Read March 04, 2008)

PAVING PROJECTS:

a. (490-136/472-83626) An ordinance improving Sunview, Ellis, Marie & 44th Street South West of Hydraulic, South of 44th Street South. (District III)

b. (490-127/472-84105) An ordinance IMPROVING AKSARBEN, AUTUMN RIDGE, KIWI, & DECKER North of 13th, West of 135th Street West. (District V)

c. (490-048/472-84206) An ordinance constructing an accel/decel lane on the south side of 21st Street North South of 21st. (District II)

d. (490-057/472-84215) An ordinance improving 30th St., Custer, Chase, St. Paul South of Pawnee, West of Meridian. (District IV)

(Item 23 continued)

e. (490-110/472-84227) An ordinance improving Jade Ave., Sunflower Dr., Cedardale Ave., South of 63rd St. South, West of Clifton. (District III)

f. (490-059/472-84241) An ordinance improving 26th Street Circle North including the cul-de-sac South of 29th St. N., West of Greenwich. (District IV)

g. (490-121/472-84246) An ordinance improving Mainsgate, Eagle, Woodridge, Davin Cir., including the emergency access easement, cul-de-sac & sidewalk north of 21st, west of 127th St. East. (District II)

h. (490-090/472-84271) An ordinance improving Tara Falls, Tara Falls Ct., Pawnee, Willowgreen/Willowgreen Cir, Willowgreen Ct., Casa Bella including the CUL-DE-SAC North of Pawnee, West of 127th St. East. (District II)

i. (490-107/472-84297) An ordinance improving Zimmerly Court including the cul-de-sac North of Harry, West of 127th St. East. (District II)

j. (490-085/472-84298) An ordinance improving Mascot north of 29th Street North, West of Arkansas Ave. (District VI)

k. (490-086/472-84299) An ordinance improving University, Maple Lane to Arapaho South of Maple, East of Ridge. (District V)

l. (490-120/472-84324) An ordinance improving Marblefalls, Hobby, Mantane & including sidewalk North of 45th St. North, West of Hillside. (District I)

m. (490-096/472-84364) An ordinance improving Bayside Ct., West St., Bayside, Paradise/Paradise Ct., includes the cul-de-sac West of West St., North of 21St Street. (District V)

n. (490-148/472-84393) An ordinance improving Onewood, City View, City View Cir., City View Ct., including the cul-de-sac South of Maple, East of 151st St. West. (District V)

o. (490-119/472-84404) An ordinance improving Wilson Estates Ct., Water Distribution No. 448-90191 & Lateral 89, Main 22. (District II)

p. (490-125/472-84416) An ordinance improving 50th St. South, Osage/Osage Circle, including the cul-de-sac & sidewalks South of 47th Street South, East of Seneca. (District IV)

(Item 23 continued)

q. (490-123/472-84423) An ordinance improving Mt. Vernon, Triple Crown, Mt. Vernon Ct., including the cul-de-sac & sidewalks east of 127th Street East, North of Pawnee. (District II)

r. (490-122/472-84425) An ordinance improving Michelle West of 127th Street East. (District II)

s. (490-138/472-84471) An ordinance constructing pavement on the south 100 feet of the north-south alley North of Pawnee, between Ida and Laura. (District III)

t. (491-022/472-84536) An ordinance facade improvements at 208 S. Market East of Market, South of William. (District III)

Second Reading Ordinances for March 18, 2008: (First Read February 12, 2008 and or March 04, 2008)

u. Amendments to the Self-Supported Municipal Improvement District (SSMID) Ordinance. (Districts I and VI)

An ordinance amending Section 5 of Ordinance No. 44-895 (Downtown Self-Supported Municipal Improvement District) of the city of Wichita and repealing the original said section pursuant to K.S.A. 12-1794.

v. CUP2007-61 Associated with ZON2007-54– Create DP- Mike Steven Motors Community Unit Plan; zone change to "LC" Limited Commercial. Generally located between Kellogg Drive, Governeour Road, and Calhoun Drive. (District II)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick county unified zoning code, section v-c, as adopted by section 28.04.010, as amended.

w. ZON2007-00036 – Zone change from "SF-5" Single-family Residential, "TF-3" Two-family Residential and "LC" Limited Commercial to "MF-29" Multi-family Residential with a Protective Overlay. Generally located south and east of the intersection of 31st Street South and Wichita Street. (District III)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick county unified zoning code, section v-c, as adopted by section 28.04.010, as amended.

x. ZON2007-66 - City Zone change from "MF-29" Multi-Family to "LC" Limited Commercial. Generally located southeast of the intersection of Meridian and Merton, 1716 and 1722 S. Meridian. (District IV)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick county unified zoning code, section v-c, as adopted by section 28.04.010, as amended.

RECOMMENDED ACTION: Adopt the Ordinances.

NEW BUSINESS

24. Public Hearing on Proposed Assessments for Twenty (20) Water Projects, twenty (20)Sewer Projects, and Eight (8) Storm Projects in July 2008 Bond Sale Series 794.

    The City Council was notified on February 12, 2008 that the proposed assessments rolls were on file for public inspection in the Department of Finance.

    RECOMMENDED ACTION: Close the public hearing, approve the proposed assessments and place the ordinances on first reading.

25. Public Hearing on the Establishment of a Redevelopment District Tax Increment Financing for the C.O.R.E. Redevelopment Project. (District VI)

    On February 12, 2008, the City Council adopted a resolution stating its intent to consider the establishment of a redevelopment district in the downtown area, to be known as the C.O.R.E. Redevelopment District, for the purpose of facilitating the use of tax increment financing.

    RECOMMENDED ACTION: It is recommended that the City Council either: 1) close the public hearing and place on first reading the ordinance establishing a redevelopment district for the C.O.R.E. area if requested developer information has been provided, or 2) if not, continue the public hearing until a specified future date.

26. Letter of Intent to Participate in Ken Mar Redevelopment Project. (District I)

    A local development group operating under the name of H.H. Holding LLC has requested the City's participation in the redevelopment of the Ken Mar Shopping Center property, located at the northwest corner of Oliver and 13th Street North in northeast Wichita.

    RECOMMENDED ACTION: Approve the Letter of Intent to consider participating in the Ken Mar redevelopment project and authorize the Mayor to sign.

27. Tax Exemption Request Fiber Dynamics, Inc. (District IV)

    On February 26, 2008, City Council approved a tax exemption for Fiber Dynamics Inc. (FDI) for a building expansion and added machinery and equipment.

    RECOMMENDED ACTION: Approve the first reading of the Ordinance.

28. <u>Building Facade Improvements in the Core Area</u>. (Districts I and VI)

(PULLED PER CITY MANAGER)

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

29. Repair or Removal of Dangerous and Unsafe Structure. (District I)

Property Address	Council District
a. 608 N. Madison	I
b. 2306 E. Random	I

On February 5, 2008, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted a resolution providing for a public hearing to be held on these condemnation actions at 9:30 a.m. or as soon thereafter, on March 18, 2008.

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of March 18, 2008; (2) the structure has been secured as of March 18, 2008 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of March 18, 2008, and will be so maintained during renovation.

30. Ordinance Changes to the City of Wichita Building Code - Contractors Chapter 18.12 of the Code of the City of Wichita.

Following a recent Board of Code Standards and Appeals (BCSA) hearing and action regarding a Wichita-licensed building contractor, the affected contractor considered appealing the BCSA's decision to the City Council. Although no appeal was ultimately requested, the Law Department recommended that the BCSA hearing/action appeal process be more clearly outlined in Chapter 18.12 of the Building Code.

RECOMMENDED ACTION: Approve first reading of the ordinance amending Chapter 18.12 of the Building Code for the City of Wichita.

31. Ordinance Changes to the City of Wichita Mechanical Code Title 22.04.

Over the past several months, the Mechanical Board has reviewed and recommended various amendments to the Mechanical Code, primarily as related to bi-annual continuing education unit requirements (CEUs) for certified mechanical tradepersons.

RECOMMENDED ACTION: Approve first reading of the ordinance amending Title 22.04 of the Code of the City of Wichita.

32. Neighborhood Nuisance Enforcement Code Amendments Chapter 8.01 of the Code of the City of Wichita.

The proposed Chapter 8.01 amendments will help ensure a smooth transition of neighborhood code enforcement responsibilities from the Environmental Services Department to the Office of Central Inspection (from initial notice, to abatement, through Neighborhood Court).

RECOMMENDED ACTION: Approve first reading of the ordinance amending Chapter 8.01 of the Code of the City of Wichita.

33. Graffiti Ordinance Code Amendments Chapter 5.37 of the Code of the City of Wichita.

Although no changes to the Graffiti Ordinance are required as a result of the budget-authorized service transfer, staff saw a need to modify the property owner notice requirements, as currently set forth in the ordinance.

RECOMMENDED ACTION: Approve first reading of the ordinance amending Chapter 5.37 of the Code of the City of Wichita.

34. Traffic Ordinance Amendments, parking enforcement authority, Chapter 11.52.035 of the Code of the City of Wichita.

Although no changes to Chapter 11.52 are required as a result of the budget-authorized neighborhood code enforcement service transfer, staff saw a need to modify Chapter 11.52 to more clearly establish authority of Office of Central Inspection personnel to enforce various parking requirements of the ordinance.

RECOMMENDED ACTION: Approve first reading of the ordinance creating Chapter 11.52.035 of the Code of the City of Wichita.

35. Reorganization of the National Baseball Congress, Inc.

The City of Wichita has completed the transaction in which it purchased all of the 7000 outstanding shares of the National Baseball Congress, Inc. held by the R.E Rich Family Holding Corporation.

RECOMMENDED ACTION: Approve the proposed resolution to authorize the appropriate corporate activity and filings.

36. Lease Agreement for Lawrence-Dumont Stadium. (District IV)

On August 7, 2007, the City Council unanimously selected WB, LLC as the Preferred Operator for professional baseball at Lawrence-Dumont Stadium and directed staff to negotiate a lease agreement for the stadium and the National Baseball Congress.

RECOMMENDED ACTION: Approve the lease agreement; authorize the necessary signatures; and direct staff to incorporate any budget adjustments necessary to implement the equipment schedule that is Attachment A of the lease agreement in the 2008 revised budget.

37. City of Wichita Point-to-Point Data Network Services.

IT/IS Department has been conducting a study to determine the most economical and reliable solution in reducing down time and slow data connections to outlying City facilities.

RECOMMENDED ACTION: Approve the formal submittal of the application for FFY2004 FHWA ITS Earmarked Integration Fund to FHWA, FTA and KDOT; upon approval of the application, approve expenditure of the FFY2004 FHWA ITS Earmarked Integration Fund; approve expenditure of the FFY2003 FHWA ITS Demonstration Fund; approve expenditure of the Equipment Replacement Fund; and approve the signing of the associated Supplemental Agreement.

38. 2008-2009 HUD Combined Allocations/One Year Action Plan. (Districts I, III, IV, and VI)

On November 27, 2007, the City Council established funding allocation amounts for Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), American Dream Downpayment Initiative (ADDI), and Emergency Shelter Grant (ESG) programs and services to be provided by the City and by external service providers. These allocations were based on staff projections of 2008-09 funding.

RECOMMENDED ACTION: Approve the funding designation for the City's 2008-2009 HUD Consolidated Plan Combined Application, as summarized below and detailed in Attachment 1: 1.) CDBG Housing funds in the amount of $1,179,171; 2.) CDBG New Communities Initiative/Stop Blight START funds in the amount of $450,000; 3.) CDBG Neighborhood Stabilization funds in the amount of $400,000; 4.) CDBG Public Services funds for Neighborhood Assistance in the amount of $325,108; 5.) Grants Review Committee recommendation for CDBG Public Services funds in the amount of $532,219; 6.) CDBG Planning and Administration funds in the amount of $527,001; 7.) HOME project funds, including ADDI, in the amount of $1,398,783; 8.) Grants Review Committee recommendations for HOME CHDO Set-Aside funding in the amount of $266,914; 9.) Grants Review Committee recommendations for Emergency Shelter Grant funding in the amount of $125,779; 10.) authorize preparation of the One-Year Action Plan; and 11.) authorize the 30-day public review/comment period.

39. New Communities Initiative Request for Proposal.

On November 29, 2007 the City Council approved an allocation of $250,000 to help fund the development of a strategic master plan. Since that time, staff of the Housing and Community Services Department and the Metropolitan Area Planning Department, have created a request for proposal for the plan.

RECOMMENDED ACTION: Authorize issuance of the Request for Proposal for a strategic master plan for the New Communities Initiative area.

40. Council Rules Amendments.

Rules of procedure for the City Council are contained in Chapter 2.04 of the Code of the City of Wichita. These rules have been in place for a number of years and have been amended piecemeal as Council membership, elections, and policies have changed.

RECOMMENDED ACTION: Approve first reading of the ordinance.

40a. **Fire Stations 20, 21, and 22. (Districts II, III and V)**

In August of 2000, the City Council adopted the Fire Station Construction and Relocation Study. The Study, performed by the TriData Company, recommended a multi-year plan to construct ten Fire Stations. Under the plan, some stations would be relocated and some would be new stations. To date, six stations have been relocated.

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

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.

* Consent Items

41. *VAC2007-00043-Request to vacate the restriction of uses, as listed in the plattor's text, in a platted reserve. Generally located midway between 29th Street North and 37th Street North, west of Ridge Road and south of Wild Rose Circle, a private street. (District V)

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

42. *VAC2007-00044- Request to vacate a portion of an alley deeded by Quit Claim, a portion of a platted alley and the restriction of uses in a platted reserve. Generally located north of Kellogg Street and east of Washington Avenue. (District I)

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

43. *VAC2007-00045- Request to vacate a portion of a platted setback. Generally located west of Rock Road midway between 13th Street and 21st Street. (District II)

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

44. *SUB 2007-104 - Plat of Lampton Brothers Addition located on the north side of Central and east of Broadway. (District VI)

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

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.
*Consent items

45. *Wichita Mid-Continent Airport, Administration Building Renovations.

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

CITY COUNCIL

46. Board Appointments.

    RECOMMENDED ACTION: Approve the appointments.

47. Council Appointments for Citizens Committee for screening of application for City Manager.

    RECOMMENDED ACTION: Approve the appointments.

48. <u>Travel Approval for Council Member Longwell, to attend KDOT Economic Impact Analysis Meeting, Topeka, Kansas on March 27, 2008.</u>

RECOMMENDED ACTION: Approve the travel expenditures.

Adjournment

Workshop to follow in the First Floor Board Room

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL MARCH 4, 2008

a. Alta from 350 feet west of Ellis to Hydraulic (south of MacArthur, west of Hydraulic) (472-84437/766159/490177) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - $452,160.00

b. Storm Water Drain #346 to serve Woods North Addition (south of 29th Street North, west of 127th Street East) (468-84487/751467/485358) Does not affect existing traffic. (District II) - $822,000.00

c. Lateral 1, Main 26 Four Mile Creek Sewer and Main 26 Four Mile Creek Sewer to serve Woods North Addition (south of 29th Street North, west of 127th Street East) (468-84485/744274/480963) Does not affect existing traffic. (District II) - $424,000.00

d. North Iron Wood Circle from the north line of 45th Street North to and including the cul-de-sac to serve The Pines at Sawmill Creek Addition (north of 45th Street North, east of Rock Road) (472-84630/766182/490200) Does not affect existing traffic. (District II) - $166,000.00

Agenda Item No. 8a.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Petition to construct public improvements in the Parkstone in College Hill Development (north of Douglas, east of Hillside) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On February 6, 2007, the City Council approved Tax Increment Financing (TIF) to develop a residential/commercial area on the north side of Douglas, east of Hillside. On October 23, 2007, the City Council approved a petition to pave streets in the development. The funding source for the paving improvements is Special Assessments. The TIF public improvements include public parking lots, decorative street entrances, ornamental streetlights and the conversion of Victor east of Rutan into a public park area. The construction of the Special Assessment and TIF funded improvements will proceed more efficiently if the work can be performed under one construction contract. A Petition has been prepared that combines the funding under one project. Under the terms of the TIF agreement, the City is the current owner of the property in the improvement district. Title will be transferred to the development company when they begin their construction.

Analysis: When completed, the development will consist of a high-rise condominium tower, parking garage, two story townhouse residences and small commercial shops. Victor and Rutan Streets will remain as public streets through the area.

Financial Considerations: The existing Petition totals $705,000 with the total paid by Special Assessments. The new Petition totals $2,700,000 with $705,000 paid by Special Assessments and $1,995,000 paid by Tax Increment Financing.

Goal Impact: This project address the Efficient Infrastructure goal by providing for the construction of public improvements for a new development.

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

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

Attachments: Map, CIP Sheet, Resolution and Petition.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT AND OTHER ASSOCIATED IMPROVEMENTS ON **VICTOR FROM HILLSIDE AVE. TO THE EAST LINE OF THE WEST 100 FEET OF THE NORTH 140 FEET, COLLEGE PARK OF SAID ADDITION AND RUTAN FROM DOUGLAS TO SECOND ST. AND SECOND ST. FROM THE WEST LINE OF LOT 4, I R&R SUBDIVISION TO THE EAST LINE OF THE WEST ½ OF THE LOT 1, BLOCK 2, COLLEGE HILL ADDITION (NORTH OF DOUGLAS, EAST OF HILLSIDE) 472-84571** 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 AND OTHER ASSOCIATED IMPROVEMENTS ON **VICTOR FROM HILLSIDE AVE. TO THE EAST LINE OF THE WEST 100 FEET OF THE NORTH 140 FEET, COLLEGE PARK OF SAID ADDITION AND RUTAN FROM DOUGLAS TO SECOND ST. AND SECOND ST. FROM THE WEST LINE OF LOT 4, I R&R SUBDIVISION TO THE EAST LINE OF THE WEST ½ OF THE LOT 1, BLOCK 2, COLLEGE HILL ADDITION (NORTH OF DOUGLAS, EAST OF HILLSIDE) 472-84571** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-409** adopted on on **July 17, 2007** and Resolution **No. 07-591** adopted on **October 23, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement and other associated improvements on **Victor from Hillside Ave. to the east line of the west 100 feet of the north 140 feet, College Park of said Addition and Rutan from Douglas to Second St. and Second St. from the west line of Lot 4, I R&R Subdivision to the east line of the west ½ of the Lot 1, Block 2, College Hill Addition (north of Douglas, east of Hillside) 472-84571.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to **Two Million Seven Hundred Thousand ($2,700,000)** of which **Seven Hundred Five Thousand ($705,000)** is payable by the petition imporvement district and of which **One Million Nine Hundred Ninety-Five Thousand ($1,995,000)** is payable by the TIF improvement district exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement districts. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **August 1, 2007** exclusive of the costs of temporary financing.

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

COLLEGE HILL ADDITION

Lots 1 through 4, 7 through 12, the east half of Lot 13 & 20, I R&R Subdivision of Block 1 in College Hill Addition to Wichita, Kansas; Along with the west 100 feet of the north 140 feet, College Park, College Hill Addition to Wichita; AND Along with Lots 2, 4, 6, 8, 10 and 12, Roembach's Addition to Wichita, Kansas; AND Along with the west 50 feet of the south half of the east half of Lot 1, Block 2, College Hill Addition to Wichita; AND Along the north half of the west half of Lot 1, Block 2, College Hill Addition, Wichita.

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

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1 and Lot 10, I R&R Subdivision of Block 1, COLLEGE HILL ADDITION, shall each pay 10/100 of the total cost of the improvements; Lots 2 through 4 and Lots 7 through 9, I R&R Subdivision of Block 1, COLLEGE HILL ADDITION, shall each pay 7/100 of the total cost of the improvements; Lot 11, I R&R Subdivision of Block 1, COLLEGE HILL ADDITION, shall pay 3/100 of the total cost of the improvement, Lot 12, I R&R Subdivision of Block 1, COLLEGE HILL ADDITION, shall pay 5/100 of the total cost of the improvement; The east half of Lot 13, I R&R Subdivision of Block 1, COLLEGE HILL ADDITION, shall pay 9/100 of the total cost of the improvement; Lot 20, I R&R Subdivision of Block 1, COLLEGE HILL ADDITION, shall pay 9/100 of the total cost of the improvement; Lots 2, 4, 6, 8, 10 and 12, ROEMBACH'S HILL ADDITION, shall each pay 1/100 of the total cost of the improvements; The west 50 feet of the south half of the east half of Lot 1, Block 2, COLLEGE HILL ADDITION, shall pay 3/100 of the total cost of the improvement; The north half of the west half of Lot 1, Block 2, COLLEGE HILL ADDITION, shall pay 3/100 of the total cost of the improvement.

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

more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

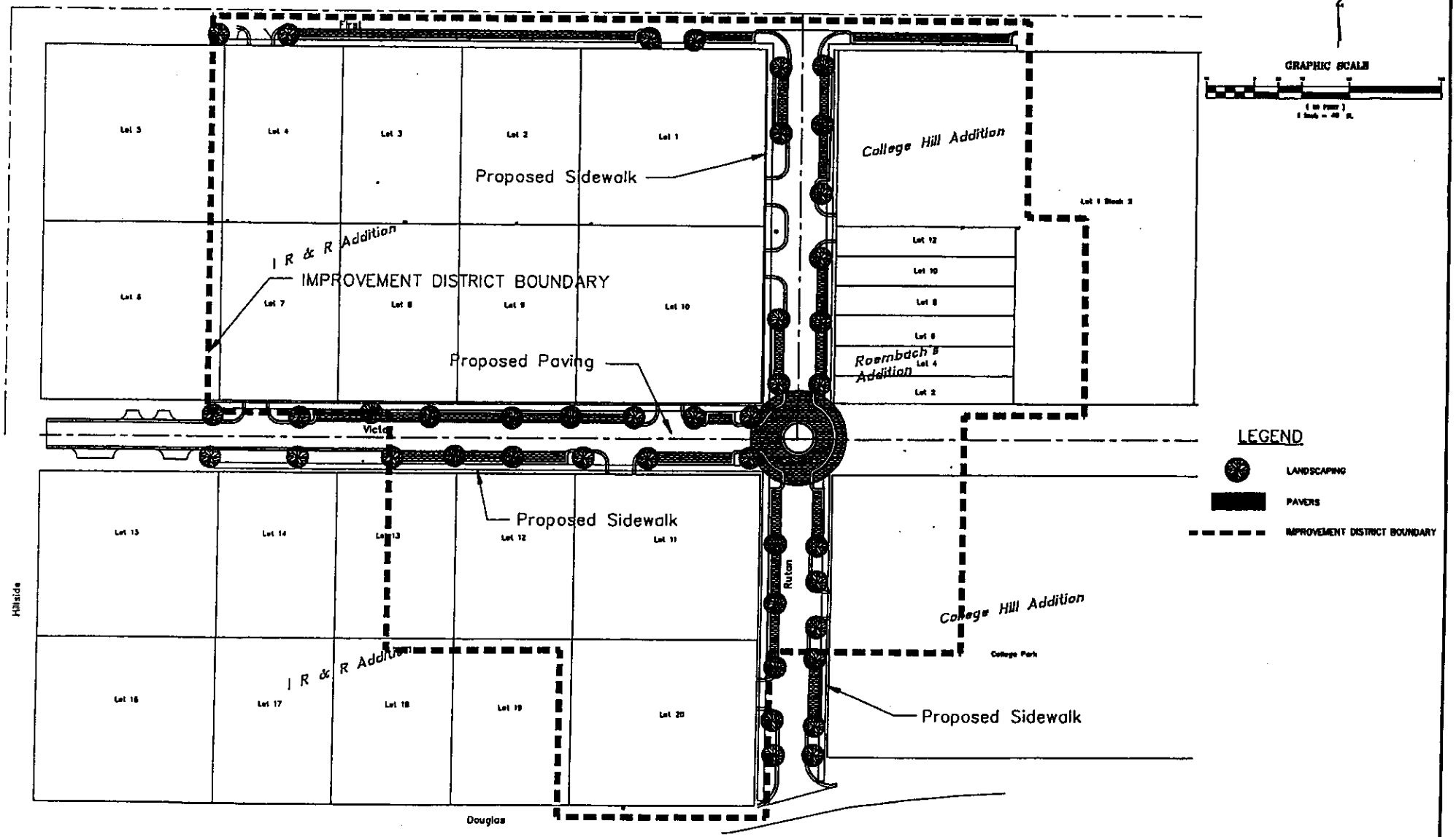
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

IMPROVEMENT DISTRICT

VICTOR PLACE ADDITION (PAVING)



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	2/27/2008	Victor Paving and other improvements for Parkstone Development

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

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.		$705,000	$1,995,000	$2,700,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals		$705,000	$1,995,000	$2,700,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

* TIF

100% Petition

472-84571

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
Jan Ansen	[signature]	Catherine A. Hull	
		Date 3-3-08	Date

PAVING PETITION
(1-31-08)

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:

Lots 1-4, 7-12, the east half of lot 13 & 20, I R & R Subdivision of Block 1 in College Hill Addition to Wichita, Kansas; Along with the west 100 feet of the north 140 feet, College Park, College Hill Addition to Wichita; AND Along with Lots 2, 4, 6, 8, 10 and 12, Roembach's Addition to Wichita, Kansas; AND Along with the west 50 feet of the south half of the east half of Lot 1, Block 2, College Hill Addition to Wichita; AND Along with the north half of the west half of Lot 1 Block 2, College Hill Addition, Wichita;

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

(a) That there be constructed pavement and other associated improvements on **VICTOR** from Hillside Avenue to the east line of the west 100 feet of the north 140 feet, College Park of said Addition AND **RUTAN** from Douglas to First Street AND **FIRST STREET** from the west line of Lot 4, I R & R Subdivision of Block 1 in College Hill Addition to the east line of the west ½ of Lot1, Block 2, College Hill Addition. 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 **TWO MILLION SEVEN HUNDRED THOUSAND ($2,700,000)**, of which **SEVEN HUNDRED FIVE THOUSAND ($705,000)** is payable by the petition improvement district and of which **ONE MILLION NINE HUNDRED NINETY FIVE THOUSAND ($1,995,000)** is payable by the TIF improvement district, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement districts. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **AUGUST 1, 2007.**

(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 petition improvements for which the petition improvement district shall be liable shall be on a **FRACTIONAL** basis:

Lot 1, I, R & R Subdivision of Block 1, College Hill Addition to Wichita, Kansas shall pay 10/100 of the total cost of the improvement.

Lot 2, I, R & R Subdivision of Block 1, College Hill Addition to Wichita, Kansas shall pay 7/100 of the total cost of the improvement.

Lot 3, I, R & R Subdivision of Block 1, College Hill Addition to Wichita, Kansas shall pay 7/100 of the total cost of the improvement.

Lot 4, I, R & R Subdivision of Block 1, College Hill Addition to Wichita, Kansas shall pay 7/100 of the total cost of the improvement.

Lot 7, I, R & R Subdivision of Block 1, College Hill Addition to Wichita, Kansas shall pay 7/100 of the total cost of the improvement.

Lot 8, I, R & R Subdivision of Block 1, College Hill Addition to Wichita, Kansas shall pay 7/100 of the total cost of the improvement.

Lot 9, I, R & R Subdivision of Block 1, College Hill Addition to Wichita, Kansas shall pay 7/100 of the total cost of the improvement.

Lot 10, I, R & R Subdivision of Block 1, College Hill Addition to Wichita, Kansas shall pay 10/100 of the total cost of the improvement.

Lot 11, I, R & R Subdivision of Block 1, College Hill Addition to Wichita, Kansas shall pay 3/100 of the total cost of the improvement.

Lot 12, I, R & R Subdivision of Block 1, College Hill Addition to Wichita, Kansas shall pay 5/100 of the total cost of the improvement.

The east half of Lot 13, I, R & R Subdivision of Block 1, College Hill Addition to Wichita, Kansas shall pay 9/100 of the total cost of the

improvement.

Lot 20, I, R & R Subdivision of Block 1, College Hill Addition to Wichita, Kansas shall pay 9/100 of the total cost of the improvement.

Lot 2, Roembach's Addition to Wichita, Kansas shall pay 1/100 of the total cost of the improvement.

Lot 4, Roembach's Addition to Wichita, Kansas shall pay 1/100 of the total cost of the improvement.

Lot 6, Roembach's Addition to Wichita, Kansas shall pay 1/100 of the total cost of the improvement.

Lot 8, Roembach's Addition to Wichita, Kansas shall pay 1/100 of the total cost of the improvement.

Lot 10, Roembach's Addition to Wichita, Kansas shall pay 1/100 of the total cost of the improvement.

Lot 12, Roembach's Addition to Wichita, Kansas shall pay 1/100 of the total cost of the improvement.

The west 50 feet of the south half of the east half of Lot 1, Block 2, College Hill Addition to Wichita, Kansas shall pay 3/100 of the total cost of the improvement.

The north half of the west half of Lot 1, Block 2, College Hill Addition to Wichita, Kansas shall pay 3/100 of the total cost of the improvement.

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
Lots 1-4, 7-12, the east half of lot 13 & 20, I, R & R Subdivision of Block 1 in College Hill Addition to Wichita, Kansas; Along with the west 100 feet of the north 140 feet, College Park, College Hill Addition to Wichita; AND Along with Lots 2, 4, 6, 8, 10 and 12, Roembach's Addition to Wichita, Kansas; AND Along with the west 50 feet of the south half of the east half of Lot 1, Block 2, College Hill Addition to Wichita; AND Along with the north half of the west half of Lot 1 Block 2, College Hill Addition, Wichita.		

Agenda Item No. 8b.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Petition for alley paving in an area bounded by Kellogg, Pattie, Lewis, and Laura (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner representing 100% of the improvement district.

Analysis: The Petition is a requirement of a vacation case to guarantee alley paving adjacent to the former Kellogg School on the north side of Kellogg, west of Pattie. The building is being converted to a commercial use.

Financial Considerations: The Petition totals $23,400. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving vehicular access to a commercial property.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a 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, Petition and Resolution.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **THE 20' ALLEY DEDICATED ON THE NORTH 20' OF LOT 149, ON PATTIE AVENUE, HUNTER'S 3RD ADDITION (NORTH OF KELLOGG, WEST OF PATTIE) 472-84704** 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 **THE 20' ALLEY DEDICATED ON THE NORTH 20' OF LOT 149, ON PATTIE AVENUE, HUNTER'S 3RD ADDITION (NORTH OF KELLOGG, WEST OF PATTIE) 472-84704** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **the 20' alley dedicated on the north 20' of Lot 149, on Pattie Avenue, Hunter's 3rd Addition (north of Kellogg, west of Pattie) 472-84704.**

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 **Twenty-Three Four Thousand Dollars ($23,400)** 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, 2008** 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:

TRACT "A"

Lots 149 through 158 and school reserve, Hunter's 3rd Addition

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: TRACT "A" shall pay 100% of the cost payable by the improvement district.

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.

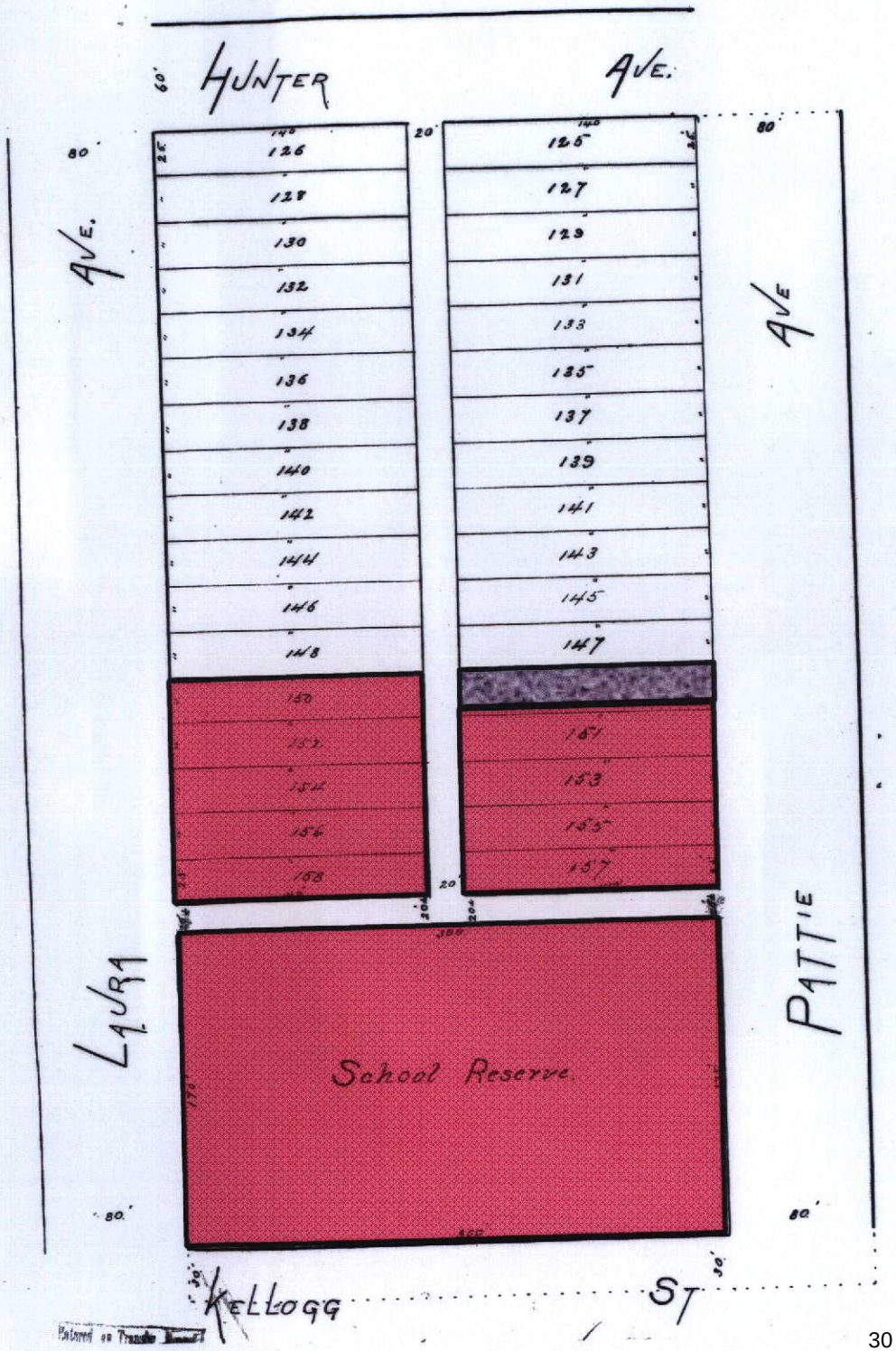
PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)



Hunter's Third Addition

Proposed Improvement

Benefit District

N

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	2/27/2008	Pave Alley north of Kellogg, west of Pattie

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

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.		$23,400		$23,400
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals		$23,400		$23,400
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-84704

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
[signature]	[signature]	[signature]	
		Date 3-3-08	Date

RECEIVED

FEB 2 7 '08

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:

TRACT "A"
LOTS 149 – 158 AND SCHOOL RESERVE, HUNTER'S 3RD ADDITION TO WICHITA, KANSAS.

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

(a) That there be constructed pavement on the 20' alley dedicated on the north 20' of Lot 149, on Pattie Avenue, Hunter's 3rd Addition to Wichita. 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.

472-84704

(b) That the estimated and probable cost of the foregoing improvement being Twenty Three Thousand Four Hundred Dollars ($23,400.00), 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, 2008.

(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.

(North of Kellogg, west of Pattie)

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis, the same to be assessed as follows:

Tract "A" shall pay 100% of the cost payable by the improvement district.

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. 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. 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.

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
HUNTER'S 3RD ADDITION	GEO VON, INC.	
TRACT "A"	By: _____ Don Vaughn, II, President	

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.

Name

Bill Morris

Public Works - Eng

Address

4548

Telephone Number

Sworn to and subscribed before me this 27 day of February, 2008.

Deputy City Clerk

Agenda Item No. 9a.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Construction Engineering and Staking in Waterfront Residential, Greenwich Office Park & Waterfront 6th Additions (north of 13th, west of Greenwich) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the drainage and paving improvements in Waterfront Residential, Greenwich Office Park and Waterfront 6th Additions on November 6, 2007. On January 8, 2008 the City approved an Agreement with MKEC Engineering Consultants, Inc. (MKEC) to design the improvements. The Design Agreement with MKEC requires MKEC to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and MKEC provides for construction engineering and staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the constructing engineering and staking for this project.

Financial Considerations: Payment to MKEC will be on a lump sum basis of $107,900 and will be paid by special assessments.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of drainage and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agree-ment and authorize the necessary signatures.

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JANUARY 8, 2008

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING CONSULTANTS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated January 8, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements **in WATERFRONT RESIDENTIAL, GREENWICH OFFICE PARK & WATERFRONT 6TH ADDITIONS** (north of 13th, west of Greenwich).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING
(as per the City of Wichita Standard Construction Engineering Practices)

STORM WATER DRAIN NO. 334 serving Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; Lots 1 through 5, Block 3, Waterfront Residential Addition; Lots 1 through 3, Block 1, Greenwich Office Park Addition and Unplatted Tract (north of 13th, west of Greenwich) (Project No. 468 84409).

STORM WATER DRAIN NO. 335 serving Lots 1 through 64, Block 1; Lots 1 through 4, Block 2; Lots 1 through 5, Block 3, Waterfront Residential Addition; Lots 1 through 3, Block 1, Greenwich Office Park Addition (north of 13th, west of Greenwich) (Project No. 468 84410).

VERANDA from the north line of 13th Street to 446' north of the north line of 13th Street (north of 13th, west of Greenwich) (Project No. 472 84598).

BERKLEY SQUARE PARKWAY from the west line of Lot 1, Block 1, to the east line of Lot 3, Block 1 (north of 13th, east of Webb) (Project No. 472 84644).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 84409	**$ 28,500.00**
468 84410	**$ 10,100.00**
472 84598	**$ 42,900.00**
472 84644	**$ 26,400.00**
TOTAL	**$107,900.00**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

_____

(Name & Title)

ATTEST:

_____

CONTRACT
for
JANITORIAL SERVICES FOR GREENWAY MANOR, MCLEAN MANOR, ROSA GRAGG CLUBHOUSE, AND BERNICE HUTCHERSON CLUBHOUSE

BLANKET PURCHASE ORDER NUMBER BP800016

THIS CONTRACT entered into this 18th day of March, 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY"**, and **EH TECHNICAL SOLUTIONS** (Vendor Code Number 806213-002), PO Box 781560, 10010 E. Clark, Wichita, Kansas, 67207, Telephone Number (316) 682-7966 hereinafter called **"VENDOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited bids for **Janitorial Services (clean all common areas of the residential areas only) for Greenway Manor, 315 Riverview, McLean Manor, 2627 West 9th Street, Rosa Gragg Clubhouse, 520 W 25th Street North and Bernice Hutcherson Clubhouse, 2000 N Wellington Place** (Formal Proposal - FP800010) [Commodity Code Number – 91039]; and

WHEREAS, VENDOR has submitted the bid most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP800010, which is incorporated herein by this reference the same as if it were fully set forth. The bid package, including all specifications, plans and addenda, provided by the City of Wichita as part of the bid letting process for Formal Proposal Number – FP800010, shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. CITY agrees to pay to **VENDOR** the following **unit price for Janitorial Services (clean all common areas of the residential areas only) for Greenway Manor, McLean Manor, Rosa Gragg Clubhouse, and Bernice Hutcherson Clubhouse** for the Housing Services Department, Public Housing Division for the City of Wichita as per the bid, plans, specifications, and/or addenda and **VENDOR'S** proposal of January 29, 2008 and as approved by City Council on March 18, 2008.

Description	Cost Per Month
Greenway Manor **315 Riverview**	**$1330.00**
McLean Manor **2627 West 9th Street**	**$1540. 00**
Rosa Gragg Clubhouse **520 West 25th Street North**	**$175.00**
Bernice Hutcherson Clubhouse **2000 North Wellington Place**	**$175.00**

ESCALATING – DE-ESCALATING PRICES-FIRM FOR ONE (1) YEAR

Billing Terms: Net Thirty (30) Days

3. **Term.** The term of this contract shall be from **March 18, 2008 through February 28, 2009,** with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the City, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. **VENDOR** shall furnish the **CITY** within ten (10) days of contract execution with a good and sufficient Business Service Bond (Janitorial Honesty Bond) in the amount of ten **thousand dollars ($10,000.00)** conditioned upon provision of janitorial service without claim arising from misappropriation, theft or fraud relating to City property.

5. **Indemnification and Insurance.**

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

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

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage,

(Environmental**)** and Contractual Liability with minimum limits as follows:

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

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

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

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

Employers Liability	$100,000 each accident

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

7. Compliance with Laws. VENDOR shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

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

9. Non-Discrimination. VENDOR shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

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

party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

11. 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.

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

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

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

_____
Janis Edwards
Deputy City Clerk

CITY OF WICHITA, KANSAS

_____
Carl G. Brewer
Mayor

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

EH TECHNICAL SOLUTIONS

_____
(Signature)

_____
(Print Name)

_____
(Title-President or Corporate Officer)

Section 3 Clause of the Housing and Urban Development Act of 1968

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: Contract for Janitorial Services at Public Housing Apartment Complexes (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract and authorize the necessary signatures.

Background: The City of Wichita Housing and Community Services Department/Housing Authority owns and manages Greenway Manor (86 apartments) and McLean Manor (90 apartments). Both complexes are high-rise buildings. The Housing Authority also owns and manages Rosa Gragg (32 apartments) and Bernice Hutcherson (18 apartments), which are garden apartments. The residents of the four complexes are responsible for the housekeeping of their individual apartments. The complexes have common interior areas that are maintained by a janitorial service. Common areas include laundries, cafeterias, lounges, restrooms and hallways.

The physical condition and interior maintenance of these complexes as provided by the current vendor, have been a concern of the staff and Region VII Office of the United States Department of Housing and Urban Development Department.

Analysis: Because of these concerns, the Housing and Community Services Department issued a Request for Proposal (RFP) for janitorial service contractors. Included in the RFP was the methodology of award by a technical evaluation. The technical evaluation was performed in order to insure that an experienced, professional janitorial contractor would maintain the complexes. Seven responses were received and three vendors were interviewed. City staff has reviewed and evaluated the proposals in accordance with Administrative Regulation 1.2 and recommends that EH Technical Solutions be awarded the contract at $38,640.00.

Financial Considerations: Funding for this contract is a part of the adopted Public Housing Operating Budget and does not require local funding.

Goal Impact: This will impact the Economic Vitality and Affordable Living goal.

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

Recommendations/Actions: Approve the Contract and authorize the necessary signatures.

Attachments: Contract.

Agenda Item No. 10a.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Webb Business Park Addition (north of 37th Street North, west of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water, sewer, drainage and paving improvements in Webb Business Park Addition on October 16, 2007.

Analysis: The proposed Agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for the design of bond financed improvements consisting of water, sewer, drainage and paving in Webb Business Park Addition. Per Administrative Regulation 1.10, staff recommends that PEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to PEC will be on a lump sum basis of $78,300 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sewer, drainage and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

WEBB BUSINESS PARK ADDITION

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90333 serving Lots 1 and 4, Block 1; Lots 1 thru 3, Block 2, Webb Business Park Addition (north of 37th Street North, west of Webb) (Project No. 448 90333).

LATERAL 123, SANITARY SEWER NO. 23 serving Lots 1 and 4, Block 1; Lots 1 thru 3, Block 2, Webb Business Park Addition (north of 37th Street North, west of Webb) (Project No. 468 84430).

STORM WATER DRAIN NO. 337 serving Lots 1 and 4, Block 1; Lots 1 thru 3, Block 2, Webb Business Park Addition (north of 37th Street North, west of Webb) (Project No. 468 84431).

TOBEN STREET & 40TH STREET NORTH from 39th Street North to Webb Road (north of 37th Street North, west of Webb) (Project No. 472 84611).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Webb Business Park Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.
K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as

Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

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

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90333	$**10,800.00**
Project No. 468 84430	$ **5,000.00**
Project No. 468 84431	$**20,900.00**
Project No. 472 84611	$**41,600.00**
TOTAL	**$78,300.00**

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, City Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

_____
(Name & Title)

ATTEST:

_____

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer,

identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
    a. Plan Development for the water improvements by **3/1/08**.
       (Project No. 448 90333).
    b. Plan Development for the sewer improvements by **3/1/08**.
       (Project No. 468 84430).
    c. Plan Development for the drainage improvements by **3/1/08**.
       (Project No. 468 84431).
    d. Plan Development for the paving improvements by **3/1/08**.
       (Project No. 472 84611).

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Agenda Item No. 10b.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Cambria Addition (east of 143rd Street East, north of Pawnee) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water, sewer, drainage and paving improvements in Cambria Addition on February 5, 2008.

Analysis: The proposed Agreement between the City and Ruggles & Bohm, P.A. provides for the design of bond financed improvements consisting of water, sewer, drainage and paving in Cambria Addition. Per Administrative Regulation 1.10, staff recommends that Ruggles & Bohm be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Ruggles & Bohm will be on a lump sum basis of $104,880 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sewer, drainage and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

CAMBRIA ADDITION

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90360 serving Lots 1 through 9, Block 1; Lots 1 through 7, Block 2; Lots 1 through 9, Block 3; Lots 1 through 15, Block 4, Cambria Addition (east of 143rd Street East, north of Pawnee) (Project No. 448 90360).

WATER DISTRIBUTION SYSTEM NO. 448 90361 serving Lots 1 through 9, Block 1; Lots 1 through 7, Block 2; Lots 1 through 9, Block 3; Lots 1 through 15, Block 4, Cambria Addition (east of 143rd Street East, north of Pawnee) (Project No. 448 90361).

LATERAL l, MAIN 21, FOUR MILE CREEK SEWER serving Lots 1 through 9, Block 1; Lots 1 through 7, Block 2; Lots 1 through 9, Block 3; Lots 1 through 15, Block 4, Cambria Addition (east of 143rd Street East, north of Pawnee) (Project No. 468 84480).

STORM WATER DRAIN NO. 345 serving Lots 1 through 9, Block 1; Lots 1 through 7, Block 2; Lots 1 through 9, Block 3; Lots 1 through 15, Block 4, Cambria Addition (east of 143rd Street East, north of Pawnee) (Project No. 468 84481).

CAMBRIA/WELSH from the east line of 143rd Street East to the east line of 143rd Street East; **CELTIC** from the south line of Cambria to the north line of Welsh; **WELSH** from the east line of Cambria/Welsh to the north plat line of Cambria Addition (east of 143rd Street East, north of Pawnee) (Project No. 472 84650).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Cambria Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

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

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

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The

liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

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

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90360	**$ 8,750.00**
Project No. 448 90361	**$ 17,330.00**
Project No. 468 84480	**$ 18,100.00**
Project No. 468 84481	**$ 29,400.00**
Project No. 472 84650	**$ 31,300.00**
TOTAL	$ **104,880.00**

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

_____
(Name & Title)

ATTEST:

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer,

identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
    a. Plan Development for the water improvements by **5/1/08**.
       (Project No. 448 90360).
    b. Plan Development for the water improvements by **5/1/08**.
       (Project No. 448 90361).
    c. Plan Development for the sewer improvements by **5/1/08**.
       (Project No. 468 84480).
    d. Plan Development for the storm water improvements by **5/1/08**.
       (Project No. 468 84481).
    e. Plan Development for the paving improvements by **5/1/08**.
       (Project No. 472 84650).

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Agenda Item No. 10c.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Monarch Landing 2nd Addition (north of 21st, west of 159th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the storm water improvements in Monarch Landing 2nd Addition on October 16, 2007.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of storm water in Monarch Landing 2nd Addition. Per Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of $60,300 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of storm water improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

MONARCH LANDING 2ND ADDITION

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

STORM WATER DRAIN NO. 338 serving Lots 1 through 52, Block 1; Lots 1 through 14, Block 2; Lots 1 through 21, Block 3; Lots 1 through 6, Block 4, Monarch Landing 2nd Addition and Unplatted Commercial Tract 2 (north of 21st, west of 159th Street East) (Project No. 468 84434).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Monarch Landing 2nd Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

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

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

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - $500,000 each occurrence.

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

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 84434 $**60,300.00**

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
   1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
   2. Additional design services not covered by the scope of this agreement.
   3. Construction staking, material testing, inspection and administration related to the PROJECT.
   4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party be-

neficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

_____

Carl Brewer, Mayor

SEAL:

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

_____

(Name & Title)

ATTEST:

_____

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer,

identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
    a. Plan Development for the drainage improvements by **<u>120 days from notice to proceed</u>**. (Project No. 468 84434).

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: Pawnee Improvement, between Palisade and Broadway (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On September 12, 2006, the City Council approved a construction contract with Pavers, Inc. to improve Pawnee, between Palisade and Broadway. At that time, it was expected that existing sidewalk on the north side of Pawnee adjacent to the Envision facility could be preserved. After the work began it was determined that the existing sidewalk would not match the new grades and should be removed and replaced with new sidewalk. Also, additional sod was needed in an area where trees were removed. The cost of the additional work is partially offset by an under run of the amount of driveway construction.

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 $14,908 with $2,983 paid by City General Obligation bonds and $11,925 paid by Federal grants. The original contract amount is $1,641,466. This Change Order plus previous change orders represents 2.20% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow along an important transportation corridor.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

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

Attachments: Change Order.

CITY OF WICHITA

PUBLIC WORKS-ENGINEERING

January 24, 2008

CHANGE ORDER

To: Pavers, Inc.
Change Order No.: 5
Purchase Order No.: 601192
CHARGE TO OCA No.: 706932

Project: Pawnee – Palisade to Broadway
Project No.: 87N-0237-01/472-84283
OCA No.: 706932
PPN: 205398

Please perform the following extra work at a cost not to exceed $14,908.32

Additional sidewalk quantities were needed to match existing grades. Additional sod was also required between Sta. 15+00 and Sta. 20+00 due to the tree removal within Change Order #2. Fifteen (15) additional days were required to complete all change order work on the project.

UNDERRUN:
Concrete Driveway, 8" (Reinf) – 142.34 sy @ $38.00/sy = ($ 5,408.92)
ADD:
15 Working Days – 1 LS @ $0.00 = $ 0.00
OVERRUN:
Sidewalk Concrete, 4" – 5719.5 sf @ $2.98/sf = $17,044.11
Project Sodding – 0.19 LS @ $17,227.00 = $ 3,273.13
Total $14,908.32

CIP Budget Amount: $2,092,892.00 **Original Contract Amt.: $1,641,465.55**

Consultant: Young & Associates Current CO Amt.: $14,908.32
Total Exp. & Encum. To Date: $1,876,118.62 **Amt. of Previous CO's: $21,169.22**
CO Amount: $14,908.32 **Total of All CO's: $36,077.54**
Unencum. Bal. After CO: $201,865.08 % of Orig. Contract / 25%
Max.: 2.20%

Recommended By:

Larry Schaller, 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

Approved:

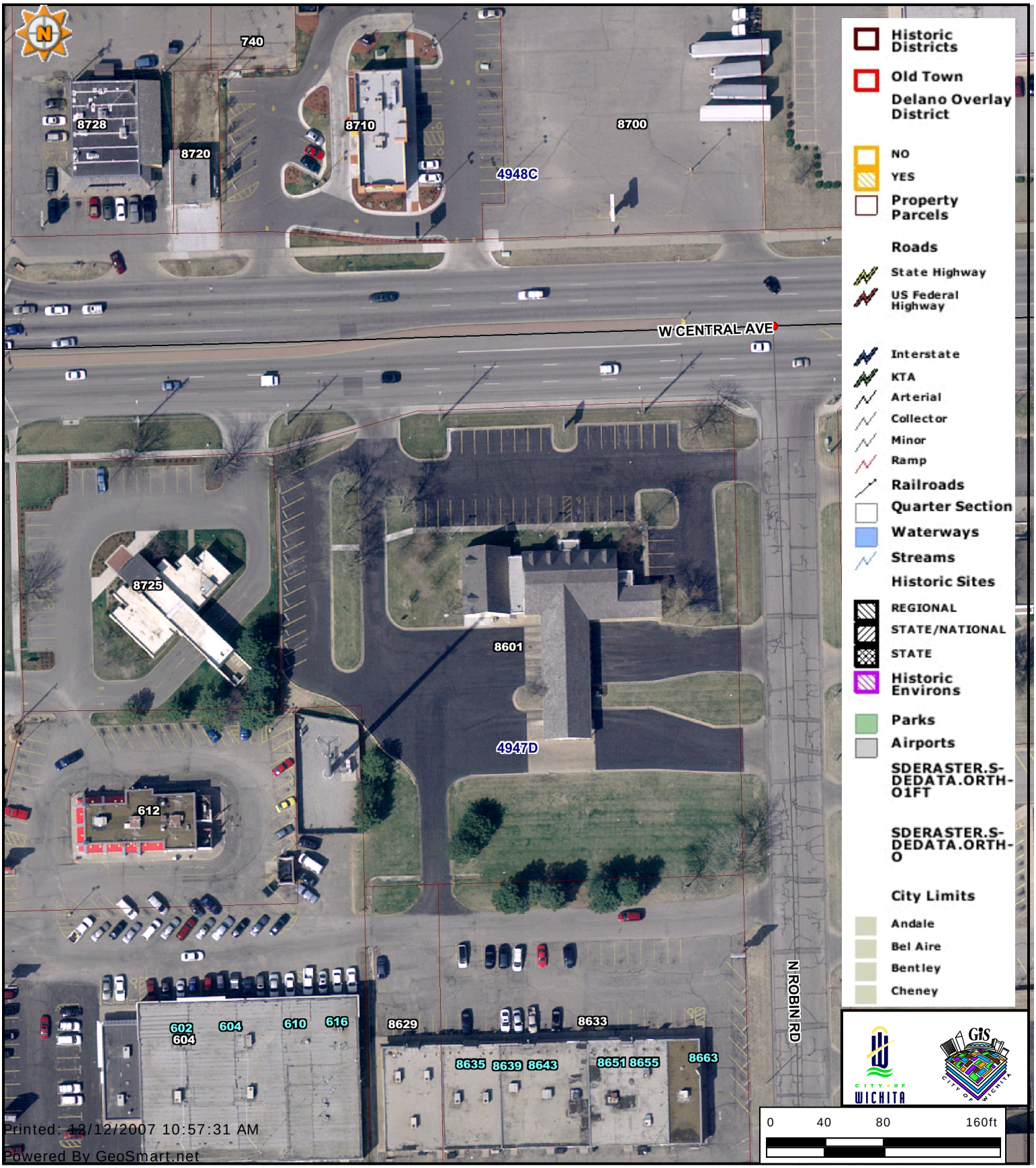
Benny P. Tarverdi Date
KDOT Metro Engineer

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:_____
City Clerk

8601 W Central



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.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this____ day of _____, 2008, by and between Intrust Bank, N.A., 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 good and sufficient quitclaim deed the following described real property, situated in the City of Wichita, Sedgwick County, Kansas, to-wit:

   That part of Lot 1, First Place West, an addition to Wichita, Sedgwick County, Kansas described as follows: Beginning at the NE corner of said Lot 1; thence N90°00'00"W along the north line of said Lot 1, 215.00 feet to a deflection corner in said north line; thence S75°59'55"W along the north line of said Lot 1, 41.33 feet to a point 10.00 feet normally distant south of the previously described course; thence N90°00'00"E, 255.00 feet to a point on the east line of said Lot 1; thence N00°35'00"E along the east line of said Lot 1, 10.00 feet to the point of beginning, Except that part taken for street in Film 2561, Page 2631.

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 Twenty-Eight Thousand dollars and no/100 (<u>$28,000.00</u>) in the manner following to-wit: <u>cash at closing</u>

3. Buyer hereby agrees to obtain, at its expense, a complete abstract of title certified to date or a title insurance company's commitment to insure the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is not required. It is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), H.O.W. and interest, if any shall be adjusted and prorated as of the closing date. Taxes shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year.

6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

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 <u>March 31, 2008</u>.

8. Possession to be given to Buyer at <u>closing.</u>

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller, and 100% by buyer. Buyer will pay 100% closing costs.

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. Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or testing of the property, at Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B 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.

11. To the degree that this acquisition results in the remainder tract not conforming with any section of the Uniform Zoning Code, said nonconformance shall not require any further action by the seller to be considered in compliance with applicable standards of the Uniform Zoning Code.

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

INTRUST BANK, N.A.:

Douglas C. Winkley, Senior Vice President
Intrust Bank, N.A., Administrative Services

BY DIRECTION OF THE CITY COUNCIL:

H. E. Flentje, Interim City Manager

ATTEST:

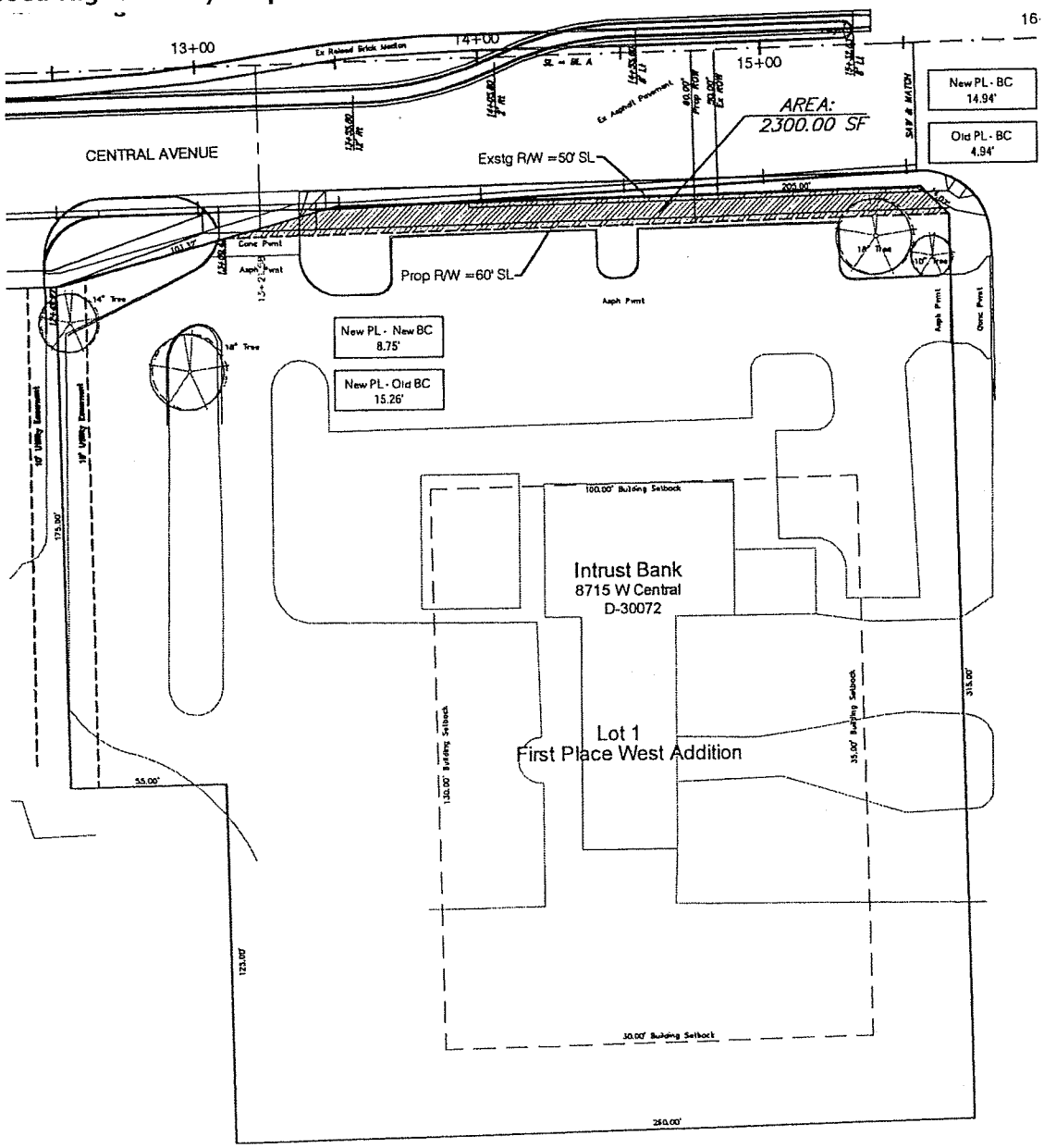
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

MARTENS APPRAISAL

Proposed Right-of-Way Acquisition Sketch



Agenda Item No. 12a.

CITY OF WICHITA
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 8601 West Central for the Intersection Improvement Project at Central Avenue and Tyler Road. (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 13, 2005, the City Council approved the intersection improvement of West Central Avenue at Tyler Road. Traffic flow will be enhanced at the intersection by adding dual turn lanes at each approach to the intersection and upgrading the traffic light signals. To accommodate this, it is necessary to acquire a portion of 8601 West Central Avenue. The subject property is improved with a 4,869 square foot branch bank on a 92,445 square foot site.

Analysis: The proposed acquisition is the north 10 feet of this particular site. This strip of land will widen the southern portion of the Central Avenue road right-of-way to accommodate for the extra lane. The total area of the proposed acquisition is 2,300 square feet. The site improvements will not be impacted as a result of the acquisition and access will remain during construction. The appraised value of $28,000 was accepted by the owner. The value was derived at using $10.00 per square foot for the land and $5,000 for the resetting of the business advertising sign.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $30,000 is requested. This includes $28,000 for acquisition and $2,000 for closing costs and title insurance.

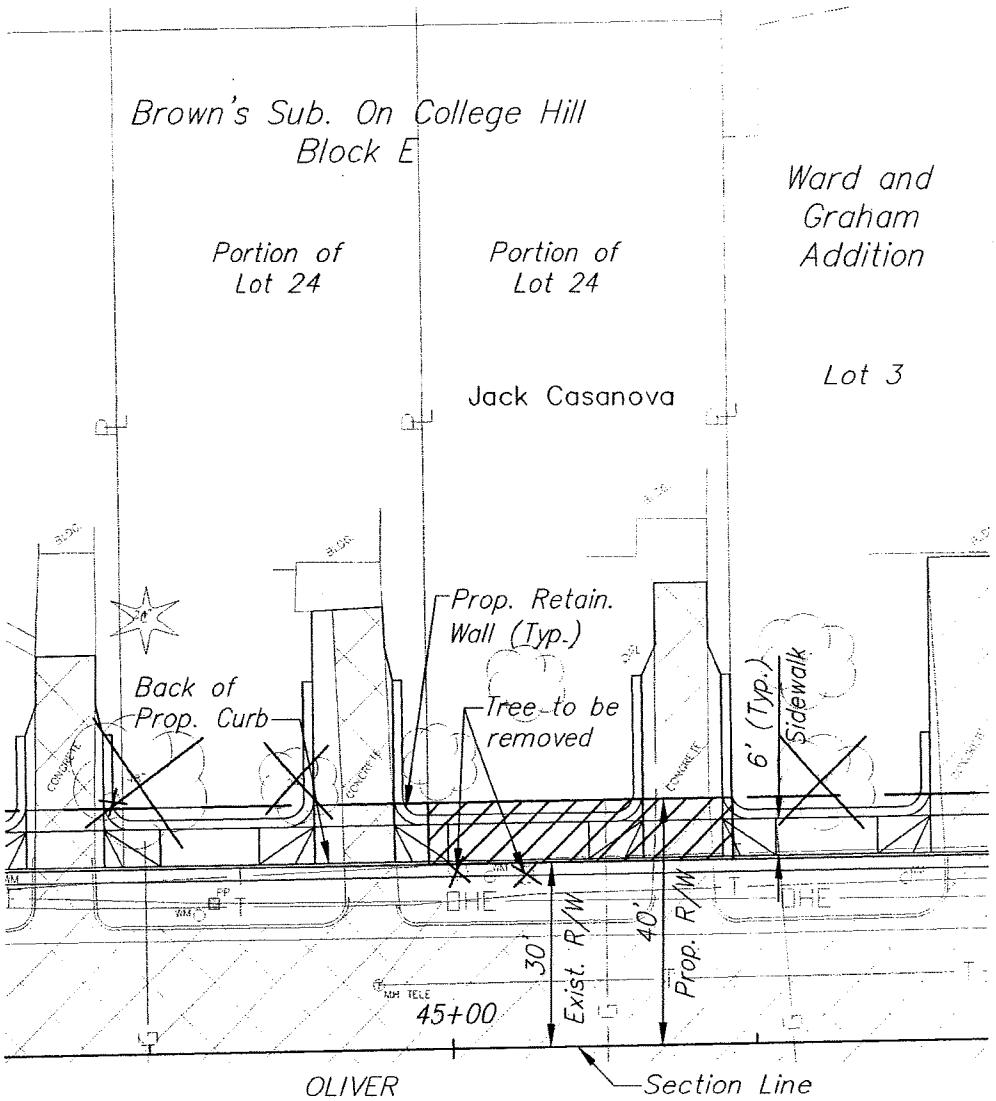
Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

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

Recommendation/Action: 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.

EXHIBIT A



SCALE: 1"=30'

0 30 60

LEGAL DESCRIPTION:

Right of Way:

The East 10' of the North 50' of Lot 24, Block E, Brown's Sub. On College Hill, NE 1/4, Sec. 26, T27S, R1E.

LEGEND:

Right of Way Take = 500 Sq. Ft.

Pavement Removal

Owner:

Jack Casanova
743 W. Oliver St.
Wichita, KS 67218

Property Identification:

C 123000008

J:\Civil\04221\dwg\TRACTMAPS\04221-RWTRACT.dwg 10/01/2007 09:15:24 AM CST

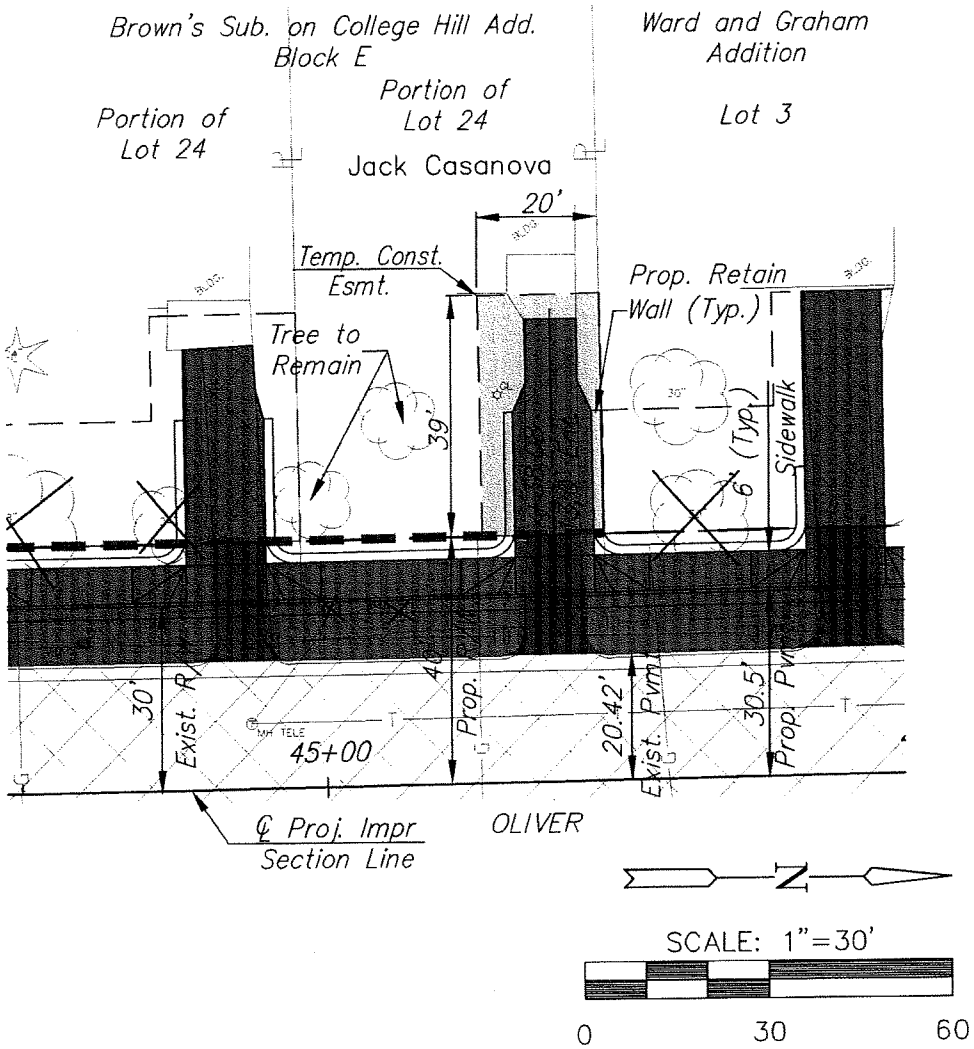
MKEC ENGINEERING CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600

OLIVER STREET FROM HARRY TO KELLOGG
PROJECT NAME

RIGHT OF WAY TRACT MAP
SHEET TITLE

JRA	JSB	KJS
DESIGN BY:	DRAWN BY:	CHECKED BY:
OCT. 2007	04221 V7	1 / 1
DATE	JOB NO.	SHEET/OF

EXHIBIT B



LEGAL DESCRIPTION:

Temporary Construction Easement:

The West 39' of the East 49' of the North 50' of Lot 24, Block E, Brown's Sub. On College Hill, NE 1/4, Sec. 26, T27S, R1E.,

LEGEND:

- Exist. street to be milled and overlayed
- Exist. drives, walks, and street to be removed and replaced
- Proposed Right of Way
- Property owners existing drive within Right-of-Way
- New street, drive and sidewalk
- Temporary Construction Easements = 936.0 sq. ft.

Owner:

Jack Casanova
743 W. Oliver St.
Wichita, KS 67218

Property Identification:

C 123000008

J:\Civil\04221\dwg\TRACTMAPS\04221-TEMP-ESMTS 01.dwg 10/10/2007 09:53:40 AM CST

MKEC ENGINEERING CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

OLIVER STREET FROM HARRY TO KELLOGG
PROJECT NAME

TEMPORARY CONSTRUCTION EASEMENT TRACT MAP
SHEET TITLE

JRA	JSB	KJS
DESIGN BY:	DRAWN BY:	CHECKED BY:
OCT. 2007	04221 V7	1 / 1
DATE	JOB NO.	SHEET/OF

743

743 South Oliver

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.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2008 by and between Jack Casanova, party of the First Part, hereinafter referred to as "Seller," whether one or more, and 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 for the following described real property, situated in Sedgwick County, Kansas, to wit:

   The East 10' of the North 50' of Lot 24, Block E, Brown's Sub. On College Hill, NE ¼, Sec. 26, T27S, R1E.

2. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient temporary construction easement for the following described real property, situated in Sedgwick County, Kansas, to wit:

   The West 39' of the East 49' of the North 50' of Lot 24, Block E, Brown's Sub. On College Hill, NE ¼, Sec. 26, T27S, R1E

3. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, temporary construction easement and damages including but not limited to landscaping and trees, the sum of Nine Hundred Dollars and No Cents ($900.00) in the manner following, to-wit: cash at closing.

4.. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title. Buyer will order title at its cost.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. 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 March 31, 2008.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. Possession to be given to Buyer on closing date .

11. In the event an Owners title insurance policy is furnished, the total cost of the

commitment to insure and the title insurance policy will be paid _0_% by seller and _100_ % by buyer. Buyer will pay 100% closing costs.

12. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted, at Buyer's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The 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.

SELLER:

Jack Casanova

Jack Casanova

BUYER:
By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf

Gary E. Rebenstorf, Director of Law

Agenda Item No. 12b.

CITY OF WICHITA
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 743 South Oliver for the Oliver, Harry to Kellogg Road Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On May 14, 2004, City Council approved the Oliver Road improvements from Harry to Kellogg. The design concept is to replace the existing pavement on Oliver with a new five lane roadway, with four through lanes and a center two-way left turn lane. Left turn lanes would be provided at all four approaches to the Oliver and Harry intersection. To accommodate this, it is necessary to acquire ten to twenty-foot wide strips of land from the east side of eight properties abutting Oliver. The properties consist of commercial, single-family and multi-family. This particular acquisition is from 743 South Oliver, a single-family residential site.

Analysis: The proposed acquisition is the east ten feet of the subject site and consists of 500 square feet. A 936 square foot temporary construction easement is also necessary to match the driveway grade to Oliver when completed. The site improvements will not be impacted as a result of our acquisition and access will remain during construction. The appraised value of $900 was accepted by the owner. The value was derived at using $1.58 per square foot for the land.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $1,500 is requested. This includes $900 for acquisition and $600 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

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

Recommendation/Action: 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 maps, aerial map and real estate purchase agreement.

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
FEBRUARY 2008

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Airport Marketing & Image Campaign	2/29/2008	Armstrong Shank	Airport	2/28/2006 - 2/28/2007	1 - 1 year option
Argon Gas	2/28/2009	Airgas Midsouth	Water Utilities	3/1/2007 - 2/28/2008	1 - 1 year option
Ballast & Ballast Kits	2/28/2009	Star Electric Supply Inc.	Various	3/1/2007 - 2/28/2008	1 - 1 year option
Batteries, Automotive and Commercial	2/28/2009	Allied Battery Supply Company	Various	3/1/2007 - 2/29/2008	1 - 1 year option
Bus Washer Bulk Cleaning Compound	2/28/2009	AVC Sales & Service	Transit	3/16/2007 - 2/29/2008	1 - 1 year option
Computer Hardware	2/27/2008	Dell Marketing LP	IT / IS	2/27/2007 - 2/27/2008	2 - 1 year options
Computer PC Accessories & Peripherals	2/28/2009	Global Government/Educations Solutions, Inc.	IT / IS	2/27/2007 - 2/27/2008	1 - 1 year option
Custom Setters - 30" Meter Boxes, Group 2	2/28/2009	Water Products Inc.	Water Utilities	3/1/2007 - 2/28/2008	1 - 1 year option
Custom Setters 2", Monitor Covers 20" - Group 1	2/28/2009	HD Supply Waterworks	Water Utilities	3/1/2007 - 2/28/2008	1 - 1 year option
Mow, Edge, Trim - Fire Station, 1903 W. Pawnee	2/28/2009	One Time Lawn Service	Police	3/16/2007 - 2/29/2008	1 - 1 year option
Mow, Edge & Trim Housing Properties - Group 2, Country Acres Park/Arnold Easement	2/28/2009	JC Lawn & Landscape	Housing & Community Services	3/1/2007 - 2/29/2008	1 - 1 year option
Mowing & Trimming of Scattered Residential Sites and Vacant Lots	2/29/2008	Maintenance Contractors	Housing & Community Services	3/16/2007 - 2/29/2008	2 - 1 year options
Transcription Services	2/28/2009	American High-Tech Transcription & Reporting, Inc.	Police	3/1/2007 - 2/29/2008	1 - 1 year option
Trash Containers and Collection Service - Various	2/28/2009	Waste Connections of Kansas, Inc.	Various	3/1/2007 - 2/28/2008	1 - 1 year option
Vehicle Washes (Brush and Brushless)	2/28/2008	Presto Convenience Stores	Various	1/1/2004 - 2/28/2005	Annual basis
Well Chemical Rehabilitation	2/28/2009	Layne Western Company, a Division of Layne Christensen Corporation	Water Utilities	2/27/2007 - 2/29/2008	1 - 1 year option
Workers Compensation Injuries Treatment	2/28/2009	Via Christi Rehabilitation Center, Inc.	Finance	3/1/2006 - 2/28/2007	2 - 1 year options

PROFESSIONAL CONTRACTS UNDER $25,000
PURCHASE ORDERS FOR FEBRUARY 2008

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

ANNUAL MAINTENANCE CONTRACTS OVER $25,000
DIRECT PURCHASE ORDERS FOR FEBRUARY 2008

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
The Active Network	DP800241	Software Maintenance/Support	$28,516.69		
Sirsi Dynix	DP800214	Software Maintenance/Support	$39,612.96		
DataEdge Solutions Corp.	DP800207	Software Maintenance/Support	$41,738.00		

Senior Management Expenses
For the Month of January 2008

Employee by Department	Purpose	Amount
01-City Manager Staff		
Ed Flentje, City Manager	City Hall Day, Topeka KS	$ 307.04
Cathy Holdeman, Assistant City Manager	City Hall Day, Topeka KS	25.00
Scott Moore, Assistant City Manager	USCM 76 Winter Meeting, Washington DC	1,120.00
13-Public Works		
Jim Armour, City Engineer	Kansas Society of Land Surveyors Seminar, Salina KS	630.14
14-Environmental Services		
Kay Johnson, Director of Environmental Services	City Hall Day, Topeka KS	278.71
Total		**$ 2,360.89**

City of Wichita
City Council Meeting
March 18, 2008

To: Mayor and City Council

Subject: Resolution Authorizing Congestion Mitigation Air Quality (CMAQ) 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 CY2008 Congestion Mitigation Air Quality. The authorized total federal apportionment for FY2008 is $80,000. A public hearing was held on February 22, 2008, with no adverse comments. CMAQ funds are Federal Highway Administration (FHWA) funds that are transferred to FTA for use by transit services. These funds are 80% federal funds and 20% local matching fund programs.

Analysis: The proposed resolution authorizes funding to support the Q-Line trolley services for downtown Old Town and Delano Districts.

Financial Consideration: The total grant budget is $100,000. The federal share is $80,000, and the local share of $20,000 will be from the Wichita Downtown Development Commission (WDDC). No City of Wichita funds will be used as a local match for these CMAQ funds.

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

RESOLUTION NO. _____

**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 ADMINISTRATION
TO SUPPORT FY 2008 CONGESTION MITIGATION AIR QUALITY (CMAQ) 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 projects' cost; and

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

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section CMAQ – Congestion Mitigation Air Quality: projects to mitigate air pollution.

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 CMAQ 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 CMAQ, 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 _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 18, 2008

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 FY2008 capital purchases and transit operation (pursuant to Section 5307 Urbanized Area Formula Annual Apportionment). The authorized total federal apportionment for FY2008 is $3,970,940. A public hearing was held on February 22, 2008, 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:

- preventive maintenance, including personnel costs, vehicle overhauls, parts and equipment;
- Special Services, including ADA operating expenses and purchased services;
- planning and training activities;
- pass-through funding for urbanized area operators (Sedgwick County, Butler County, and Derby) for planning and preventive maintenance; and
- capital to update Wichita Transit's bus wash, equipment for our new van maintenance facility, upgrades to existing security cameras, and the purchase of new digital security cameras for our buses.

Financial Consideration: The total grant budget is $5,338,675; federal share is $3,970,940. The local share will be split between the City of Wichita ($818,735), KDOT ($504,000), and other local, nonCity 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

RESOLUTION NO. _____

**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 ADMINISTRATION
TO SUPPORT FY 2008 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: planning and training activities; a safety program; facility improvements and renovations; maintenance functions including personnel costs, vehicle overhauls, parts and equipment purchases; Special Services function,s including ADA operating expenses; transit enhancements and security projects; planning and preventive maintenance expenses for local area service providers; and for capital cost of contracting third-party services.

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 _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

INTERLOCAL AGREEMENT
for PLANNING and PREVENTIVE MAINTENANCE

This interlocal agreement (Agreement) is entered into by and between the City of Wichita, Kansas ("CITY") and the Board of County Commissioners of Butler County, Kansas ("COUNTY").

The CITY and COUNTY both operate public transportation services within the WICHITA metropolitan area, and are committed to continuing such services in a cooperative and coordinated manner. The purpose of this Agreement is to provide for allocation of federal funds available under the Urban Mass Transportation Act of 1964 ("Act") to provide ongoing support to the transit services provided by the CITY and COUNTY. It is, therefore, mutually agreed as follows:

1. **Term**. The Agreement shall be effective upon execution by all parties hereto and shall be effective for fiscal year 2008, terminating on December 31, 2008, unless terminated earlier as allowed below.

2. **Operations and Management**. The CITY and COUNTY shall each be solely responsible for the separate operation and management of their respective public transportation systems. The CITY and COUNTY agree to act with due diligence and good faith in the exercise of the operation and management of their respective transit systems to comply with the terms of this Agreement and to work together in a mutually supportive manner to ensure the implementation of all provisions contained in this Agreement. The CITY agrees to assist the COUNTY in set-up guidance for proper reimbursement and payout documents, data submission for the National Transit database, etc.

3. **Allocation of FY 2007 Section 5307 Funds.** For FY 2008, the COUNTY shall be designated by the CITY to be a subgrantee to receive Section 5307 funding in the amount of $25,000.00.

4. **Application for Section 5307 Funding**. The CITY shall apply to the FTA for funding under Paragraph 3. The funds received by COUNTY shall be matched at appropriate percentage by local funds secured by COUNTY and shall be available for use by the COUNTY, as its governing body deems appropriate within the FTA requirements, as set out in Exhibits C and D attached.

5. **Future Section 5309 Applications.** The CITY and COUNTY shall cooperate to pursue applications as may be appropriate for capital grants under Section 5309, which shall include funds for capital acquisitions by COUNTY.

6. **Carryover of Funds.** Funds allocated to COUNTY pursuant to Paragraph 4 may be carried over for two years after the year in which they are apportioned. For example, COUNTY may apply for funds apportioned in FY 2006 until September 30, 2008. If, for any reason, COUNTY does not submit grant applications for all of its allocated funds within that time period, the CITY shall be entitled to apply for any remaining funds.

7. **Compliance with Laws**. The CITY and COUNTY hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically all relevant requirements of the Act, as appropriate, which may separately and individually apply to their respective jurisdictions.

8. **Extension of Agreement.** The CITY and COUNTY may extend this Agreement on a year-to-year basis with written approval of both parties.

9. **Establishment and Maintenance of Records**. The COUNTY shall establish and maintain records as prescribed by the CITY, with respect to all matters covered by this Agreement. Except as otherwise authorized by the CITY, the COUNTY shall retain such financial and nonfinancial related records for a period of three (3) years after receipt of the final payment under this Agreement or termination of this Agreement. However, if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of issues which arise from it or until the end of the regular three-year period, whichever is later.

10. **Reports and Information**. The COUNTY, at such times and in such forms as the CITY or its designated and authorized representative(s) may require, shall furnish to the CITY, the FTA, or their designated and authorized representative(s) such statements, records, reports, data, and information as they may request pertaining to matters covered by this Agreement.

11. **Audits and Inspections**. The COUNTY shall, at any time, and as often as the CITY may deem necessary, make available to the CITY, or its designated and authorized representative(s), for examination all its records and data pertaining to matters covered by this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

12. **Discrimination**.

    (a) **Discrimination Prohibited**. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex, or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the COUNTY receiving funds pursuant to this Agreement.

    (b) The COUNTY further agrees to implement and comply with the "Revised Nondiscrimination and Equal Employment Opportunity Statement" for contracts or Agreements as provided in Exhibit A attached hereto and to specifically comply with the requirements of the Americans With Disabilities Act of 1990, as amended.

13. **Payments.**

    (a). **Compensation and Method of Payment**. Compensation and method of payment to the COUNTY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto and will be administered under the established accounting and fiscal policies of the City.

    (b). **Total Payments**. Total payments to the COUNTY will be the contract amount of $25,000.00 starting January 1, 2008, to December 31, 2008, unless federal appropriations are diminished from the City requested total grant.

(c). **Restriction on Disbursements**. No grant funds shall be disbursed to the COUNTY or a contractor except pursuant to a written contract that incorporates by reference the general conditions of this Agreement.

14. **Termination Clause**. Whenever either of the parties hereto determines that termination of this Agreement is in such party's best interest, then the Agreement may be terminated by giving written notification to the other party. A determination may include, but not be limited to:

(a). Failure of either party to comply with any or all items contained within Sections 1 through 15 of this Agreement, contract exhibits, and/or provisions of any subsequent contractual amendments executed relative to this Agreement;

(b). This Agreement may be terminated if project funds to the CITY under the grant are suspended or terminated;

(c). Either party hereto may also, by giving thirty days written notice, terminate this Agreement for convenience;

(d) Upon receipt of notice of termination the COUNTY shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the Agreement; (2) promptly cancel all Agreements and/or orders to subcontractors utilizing funds under this Agreement; (3) submit within a reasonable period of time to be specified by the CITY a cancellation settlement proposal which shall include a final statement for the Agreement, or reimbursement of unearned funds previously distributed.

15. **Appendices**. All exhibits referenced below and all amendments or mutually agreed upon modification(s) made by both parties are hereby incorporated as though fully set forth herein. In case of conflict in terms between this Agreement and Exhibit C, the terms of Exhibit C shall take precedence.

Exhibit A	Nondiscrimination and Equal Employment Opportunity Statement
Exhibit B	Scope of Services and Method of Payment
Exhibit C	FTA Master Agreement of October 1, 2003
Exhibit D	Fiscal Year 2008 Certifications and Assurances for FTA Assistance Programs

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF BUTLER COUNTY, KANSAS

_____

Dan Woydziak, Chairperson

CITY OF WICHITA, KANSAS
By order of the City Council

_____

Carl Brewer, Mayor

APPROVED AS TO FORM:

_____

Jan Satterfied, County Attorney

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, Director of Law

ATTEST:

_____

Ron Roberts, County Clerk

ATTEST:

_____

Karen Sublett, City Clerk

Exhibit A
Nondiscrimination and Equal Employment Opportunity Statement

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present Agreement 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 Agreement 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 Agreement, 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 Nondiscrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice nondiscrimination -- 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 nondiscrimination -- equal employment opportunity requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor, or subcontractor shall be deemed to have breached the present contract, purchase order, or Agreement and it may be canceled, terminated, or suspended in whole or in part by the City or its agency, and further civil rights complaints or investigations may be referred to the State;

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

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

D. Exempted from these requirements are:

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

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

Exhibit B
Scope of Services and Method of Payment

Butler County will provide preventive maintenance and planning activities in support of general public transportation services in Andover, Butler County, Kansas, under federal guidelines.

The amount of funds anticipated from the Federal Transit Administration Section 5307 grant for the period from January 1 - December 31, 2008, is $25,000.00. As the designated recipient of federal funds, the City of Wichita will disperse the available federal funds that are appropriately matched under the terms of the grant.

Exhibit C
FTA Master Agreement

On file at Wichita Transit, 777 E. Waterman

Available upon request

Exhibit D
Fiscal Year 2008 Certifications and Assurances for FTA Assistance Programs

On file at Wichita Transit, 777 E. Waterman

Available upon request

INTERLOCAL AGREEMENT
for PLANNING and PREVENTIVE MAINTENANCE

This interlocal agreement (Agreement) is entered into by and between the City of Wichita, Kansas ("WICHITA") and the City of Derby, Kansas ("DERBY").

WICHITA and DERBY both operate public transportation services within the WICHITA metropolitan area, and are committed to continuing such services in a cooperative and coordinated manner. The purpose of this Agreement is to provide for allocation of federal funds available under the Urban Mass Transportation Act of 1964 ("Act") to provide ongoing support to the transit services provided by WICHITA and DERBY. It is, therefore, mutually agreed as follows:

1. **Term**. The Agreement shall be effective upon execution by all parties hereto and shall be effective for fiscal year 2008, terminating on December 31, 2008, unless terminated earlier as allowed below.

2. **Operations and Management**. WICHITA and DERBY shall each be solely responsible for the separate operation and management of their respective public transportation systems. WICHITA and DERBY agree to act with due diligence and good faith in the exercise of the operation and management of their respective transit systems to comply with the terms of this Agreement and to work together in a mutually supportive manner to ensure the implementation of all provisions contained in this Agreement. WICHITA agrees to assist DERBY in set-up guidance for proper reimbursement and payout documents, data submission for the National Transit database, etc.

3. **Allocation of FY 2007 Section 5307 Funds.** For FY 2008, DERBY shall be designated by WICHITA to be a subgrantee to receive Section 5307 funding in the amount of $50,000.00.

4. **Application for Section 5307 Funding**. WICHITA shall apply to the FTA for funding under Paragraph 3. The funds received by DERBY shall be matched at appropriate percentage by local funds secured by DERBY and shall be available for use by DERBY, as its governing body deems appropriate within the FTA requirements, as set out in Exhibits C and D attached.

5. **Future Section 5309 Applications.** WICHITA and DERBY shall cooperate to pursue applications as may be appropriate for capital grants under Section 5309, which shall include funds for capital acquisitions by DERBY.

6. **Carryover of Funds.** Funds allocated to DERBY pursuant to Paragraph 4 may be carried over for two years after the year in which they are apportioned. For example, DERBY may apply for funds apportioned in FY 2006 until September 30, 2008. If, for any reason, DERBY does not submit grant applications for all of its allocated funds within that time period, WICHITA shall be entitled to apply for any remaining funds.

7. **Compliance with Laws**. WICHITA and DERBY hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically all relevant requirements of the Act, as appropriate, which may separately and individually apply to their respective jurisdictions.

8. **Extension of Agreement.** WICHITA and DERBY may extend this Agreement on a year-to-year basis with written approval of both parties.

9. **Establishment and Maintenance of Records**. DERBY shall establish and maintain records as prescribed by WICHITA, with respect to all matters covered by this Agreement. Except as otherwise authorized by WICHITA, DERBY shall retain such financial and nonfinancial related records for a period of three (3) years after receipt of the final payment under this Agreement or termination of this Agreement. However, if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of issues which arise from it or until the end of the regular three-year period, whichever is later.

10. **Reports and Information**. DERBY, at such times and in such forms as WICHITA or its designated and authorized representative(s) may require, shall furnish to WICHITA, the FTA, or their designated and authorized representative(s) such statements, records, reports, data, and information as they may request pertaining to matters covered by this Agreement.

11. **Audits and Inspections**. DERBY shall, at any time, and as often as WICHITA may deem necessary, make available to WICHITA, or its designated and authorized representative(s), for examination all its records and data pertaining to matters covered by this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

12. **Discrimination**.

    (a) **Discrimination Prohibited**. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex, or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of DERBY receiving funds pursuant to this Agreement.

    (b) DERBY further agrees to implement and comply with the "Revised Nondiscrimination and Equal Employment Opportunity Statement" for contracts or Agreements as provided in Exhibit A attached hereto and to specifically comply with the requirements of the Americans With Disabilities Act of 1990, as amended.

13. **Payments.**

    (a). **Compensation and Method of Payment**. Compensation and method of payment to DERBY 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 WICHITA.

    (b). **Total Payments**. Total payments to DERBY will be the contract amount of $50,000.00 starting January 1, 2008, to December 31, 2008, unless federal appropriations are diminished from WICHITA requested total grant.

(c). **Restriction on Disbursements**. No grant funds shall be disbursed to the DERBY or a contractor except pursuant to a written contract that incorporates by reference the general conditions of this Agreement.

14. **Termination Clause**. Whenever either of the parties hereto determines that termination of this Agreement is in such party's best interest, then the Agreement may be terminated by giving written notification to the other party. A determination may include, but not be limited to:

(a). Failure of either party to comply with any or all items contained within Sections 1 through 15 of this Agreement, contract exhibits, and/or provisions of any subsequent contractual amendments executed relative to this Agreement;

(b). This Agreement may be terminated if project funds to WICHITA under the grant are suspended or terminated;

(c). Either party hereto may also, by giving thirty days written notice, terminate this Agreement for convenience;

(d) Upon receipt of notice of termination DERBY shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the Agreement; (2) promptly cancel all Agreements and/or orders to subcontractors utilizing funds under this Agreement; (3) submit within a reasonable period of time to be specified by WICHITA a cancellation settlement proposal which shall include a final statement for the Agreement, or reimbursement of unearned funds previously distributed.

15. **Appendices**. All exhibits referenced below and all amendments or mutually agreed upon modification(s) made by both parties are hereby incorporated as though fully set forth herein. In case of conflict in terms between this Agreement and Exhibit C, the terms of Exhibit C shall take precedence.

Exhibit A	Nondiscrimination and Equal Employment Opportunity Statement
Exhibit B	Scope of Services and Method of Payment
Exhibit C	FTA Master Agreement of October 1, 2003
Exhibit D	Fiscal Year 2008 Certifications and Assurances for FTA Assistance Programs

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

CITY OF DERBY, KANSAS
By order of the City Council

_____
Dion Avello, Mayor

APPROVED AS TO FORM:

_____
Philip Alexander, City Attorney

ATTEST:

_____
Jean Epperson, City Clerk

CITY OF WICHITA, KANSAS
By order of the City Council

_____
Carl Brewer, Mayor

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

ATTEST:

_____
Karen Sublett, City Clerk

Exhibit A
Nondiscrimination and Equal Employment Opportunity Statement

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present Agreement 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 Agreement 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 Agreement, 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 Nondiscrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice nondiscrimination -- 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 nondiscrimination -- equal employment opportunity requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor, or subcontractor shall be deemed to have breached the present contract, purchase order, or Agreement and it may be canceled, terminated, or suspended in whole or in part by the City or its agency, and further civil rights complaints or investigations may be referred to the State;

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

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

D. Exempted from these requirements are:

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

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

Exhibit B
Scope of Services and Method of Payment

The City of Derby will provide preventive maintenance and planning activities in support of general public transportation services in Derby, Kansas, under federal guidelines.

The amount of funds anticipated from the Federal Transit Administration Section 5307 grant for the period from January 1 - December 31, 2008, is $50,000.00. As the designated recipient of federal funds, the City of Wichita will disperse the available federal funds that are appropriately matched under the terms of the grant.

Exhibit C
FTA Master Agreement

On file at Wichita Transit, 777 E. Waterman

Available upon request

Exhibit D
Fiscal Year 2008 Certifications and Assurances for FTA Assistance Programs

On file at Wichita Transit, 777 E. Waterman

Available upon request

INTERLOCAL AGREEMENT
for PLANNING and PREVENTIVE MAINTENANCE

This interlocal agreement (Agreement) is entered into by and between the City of Wichita, Kansas ("CITY") and the Board of County Commissioners of Sedgwick County, Kansas ("COUNTY").

The CITY and COUNTY both operate public transportation services within the WICHITA metropolitan area, and are committed to continuing such services in a cooperative and coordinated manner. The purpose of this Agreement is to provide for allocation of federal funds available under the Urban Mass Transportation Act of 1964 ("Act") to provide ongoing support to the transit services provided by the CITY and COUNTY. It is, therefore, mutually agreed as follows:

1. **Term**. The Agreement shall be effective upon execution by all parties hereto and shall be effective for fiscal year 2008, terminating on December 31, 2008, unless terminated earlier as allowed below.

2. **Operations and Management**. The CITY and COUNTY shall each be solely responsible for the separate operation and management of their respective public transportation systems. The CITY and COUNTY agree to act with due diligence and good faith in the exercise of the operation and management of their respective transit systems to comply with the terms of this Agreement and to work together in a mutually supportive manner to ensure the implementation of all provisions contained in this Agreement. The CITY agrees to assist the COUNTY in set-up guidance for proper reimbursement and payout documents, data submission for the National Transit database, etc.

3. **Allocation of FY 2007 Section 5307 Funds.** For FY 2008, the COUNTY shall be designated by the CITY to be a subgrantee to receive Section 5307 funding in the amount of $150,000.00.

4. **Application for Section 5307 Funding**. The CITY shall apply to the FTA for funding under Paragraph 3. The funds received by COUNTY shall be matched at appropriate percentage by local funds secured by COUNTY and shall be available for use by the COUNTY, as its governing body deems appropriate within the FTA requirements, as set out in Exhibits C and D attached.

5. **Future Section 5309 Applications.** The CITY and COUNTY shall cooperate to pursue applications as may be appropriate for capital grants under Section 5309, which shall include funds for capital acquisitions by COUNTY.

6. **Carryover of Funds.** Funds allocated to COUNTY pursuant to Paragraph 4 may be carried over for two years after the year in which they are apportioned. For example, COUNTY may apply for funds apportioned in FY 2006 until September 30, 2008. If, for any reason, COUNTY does not submit grant applications for all of its allocated funds within that time period, the CITY shall be entitled to apply for any remaining funds.

7. **Compliance with Laws**. The CITY and COUNTY hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically all relevant requirements of the Act, as appropriate, which may separately and individually apply to their respective jurisdictions.

8. **Extension of Agreement.** The CITY and COUNTY may extend this Agreement on a year-to-year basis with written approval of both parties.

9. **Establishment and Maintenance of Records**. The COUNTY shall establish and maintain records as prescribed by the CITY, with respect to all matters covered by this Agreement. Except as otherwise authorized by the CITY, the COUNTY shall retain such financial and nonfinancial related records for a period of three (3) years after receipt of the final payment under this Agreement or termination of this Agreement. However, if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of issues which arise from it or until the end of the regular three-year period, whichever is later.

10. **Reports and Information**. The COUNTY, at such times and in such forms as the CITY or its designated and authorized representative(s) may require, shall furnish to the CITY, the FTA, or their designated and authorized representative(s) such statements, records, reports, data, and information as they may request pertaining to matters covered by this Agreement.

11. **Audits and Inspections**. The COUNTY shall, at any time, and as often as the CITY may deem necessary, make available to the CITY, or its designated and authorized representative(s), for examination all its records and data pertaining to matters covered by this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

12. **Discrimination**.

    (a) **Discrimination Prohibited**. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex, or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the COUNTY receiving funds pursuant to this Agreement.

    (b) The COUNTY further agrees to implement and comply with the "Revised Nondiscrimination and Equal Employment Opportunity Statement" for contracts or Agreements as provided in Exhibit A attached hereto and to specifically comply with the requirements of the Americans With Disabilities Act of 1990, as amended.

13. **Payments.**

    (a). **Compensation and Method of Payment**. Compensation and method of payment to the COUNTY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto and will be administered under the established accounting and fiscal policies of the City.

    (b). **Total Payments**. Total payments to the COUNTY will be the contract amount of $150,000.00 starting January 1, 2008, to December 31, 2008, unless federal appropriations are diminished from the City requested total grant.

(c). **Restriction on Disbursements**. No grant funds shall be disbursed to the COUNTY or a contractor except pursuant to a written contract that incorporates by reference the general conditions of this Agreement.

14. **Termination Clause**. Whenever either of the parties hereto determines that termination of this Agreement is in such party's best interest, then the Agreement may be terminated by giving written notification to the other party. A determination may include, but not be limited to:

(a). Failure of either party to comply with any or all items contained within Sections 1 through 15 of this Agreement, contract exhibits, and/or provisions of any subsequent contractual amendments executed relative to this Agreement;

(b). This Agreement may be terminated if project funds to the CITY under the grant are suspended or terminated;

(c). Either party hereto may also, by giving thirty days written notice, terminate this Agreement for convenience;

(d) Upon receipt of notice of termination the COUNTY shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the Agreement; (2) promptly cancel all Agreements and/or orders to subcontractors utilizing funds under this Agreement; (3) submit within a reasonable period of time to be specified by the CITY a cancellation settlement proposal which shall include a final statement for the Agreement, or reimbursement of unearned funds previously distributed.

15. **Appendices**. All exhibits referenced below and all amendments or mutually agreed upon modification(s) made by both parties are hereby incorporated as though fully set forth herein. In case of conflict in terms between this Agreement and Exhibit C, the terms of Exhibit C shall take precedence.

Exhibit A	Nondiscrimination and Equal Employment Opportunity Statement
Exhibit B	Scope of Services and Method of Payment
Exhibit C	FTA Master Agreement of October 1, 2003
Exhibit D	Fiscal Year 2008 Certifications and Assurances for FTA Assistance Programs

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

_____
David M. Unruh, Interim Chairperson

CITY OF WICHITA, KANSAS
By order of the City Council

_____
Carl Brewer, Mayor

APPROVED AS TO FORM:

_____
Richard A. Euson, County Counselor

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

ATTEST:

_____
Don Brace, County Clerk

ATTEST:

_____
Karen Sublett, City Clerk

Exhibit A
Nondiscrimination and Equal Employment Opportunity Statement

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present Agreement 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 Agreement 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 Agreement, 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 Nondiscrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice nondiscrimination -- 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 nondiscrimination -- equal employment opportunity requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor, or subcontractor shall be deemed to have breached the present contract, purchase order, or Agreement and it may be canceled, terminated, or suspended in whole or in part by the City or its agency, and further civil rights complaints or investigations may be referred to the State;

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

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

D. Exempted from these requirements are:

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

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

Exhibit B
Scope of Services and Method of Payment

Sedgwick County will provide preventive maintenance and planning activities in support of general public transportation services in Bel Aire, Derby, Haysville, Kechi, Maize, Mulvane, Park City, and Valley Center, Sedgwick County, Kansas, under federal guidelines.

The amount of funds anticipated from the Federal Transit Administration Section 5307 grant for the period from January 1 - December 31, 2008, is $150,000.00. As the designated recipient of federal funds, the City of Wichita will disperse the available federal funds that are appropriately matched under the terms of the grant.

Exhibit C
FTA Master Agreement

On file at Wichita Transit, 777 E. Waterman

Available upon request

Exhibit D
Fiscal Year 2008 Certifications and Assurances for FTA Assistance Programs (attached)

On file at Wichita Transit, 777 E. Waterman

Available upon request

Agenda Item No. 18.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: Funding for Public Transportation

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Approve the interlocal agreements.

Background: Each year the Federal Transit Administration (FTA) provides grant money for use in providing urban public transportation services. The amount of funding is based upon a complex formula involving miles driven, passenger rides provided, population area and density serviced, etc.

Analysis: The 2000 census figures enlarged the service area for which the City of Wichita is allowed to seek funds to include all of Sedgwick County and other incorporated entities within the urbanized area (UZA). The City can request funds for public transportation services to enhance the programs of Sedgwick County and the urbanized area, and pass through those funds as determined by the formula. For FY 2008 the pass-through funds will be for a total of $225,000, of which Sedgwick County will receive $150,000, Butler County will receive $25,000, and the City of Derby will receive $50,000 for planning and preventive maintenance. All figures are 80% federal and 20% matched by the receiving agency.

Financial Considerations: None.

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

Legal Consideration: The City will have no part in operating these transportation programs. It will give guidance for the federal reporting required under the grant. By the attached interlocal agreements, the counties of Butler and Sedgwick will agree to adhere to all federal program requirements attached to the grant. The Law Department has prepared these agreements.

Recommendations/Actions: It is recommended that the City Council approve the interlocal agreements.

Attachments: Interlocal Agreement – Sedgwick County
Interlocal Agreement – Butler County
Interlocal Agreement – City of Derby

Agenda Item No. 19.

City of Wichita
City Council Meeting
March 18, 2008

Agenda Report No.

TO: Mayor and City Council Members

SUBJECT: Snow and Ice Budget Adjustment (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the budget adjustment.

Background: The 2008 Snow and Ice budget was appropriated $161,590 in its commodities budget for de-icing materials, plow blades, etc. The severity of this winter coupled with the shortage of salt nationwide has rapidly depleted our funds. The salt shortage has required seeking alternative sources at a higher cost than our usual contracted amount. The use of more expensive alternative materials (CMA and calcium chloride) has also been increased. The weather has been unpredictable requiring mobilization of crews and application of material even when storms do not materialize. The commodities portion of the snow and ice budget has been exhausted. There are currently approximately $100,000 in outstanding invoices that must be paid. These are for material already delivered to restock our facilities and replenish our salt supply with our contractor.

Analysis: To date in 2008, the snow and ice budget is over budget by $100,000 in overtime wages and commodities. To pay vendor invoices, a budget adjustment for this amount is needed. Salt storage facilities are currently filled to capacity. However, with a month remaining in the first part of the 2008 winter, it is likely that additional inclement weather events could occur. This would result in additional materials being purchased and the possibility of additional overtime usage. Staff estimates up to $220,000 in additional expenditures could be incurred before spring, dependent on the weather.

Financial Considerations: Funds are available in the General Fund appropriated reserve. During the process of developing the 2008 revised budget later this year (after the spring snow and ice season), the additional funding needs for snow and ice removal through the remainder of 2008 can be addressed.

Goal Impact: This budget transfer will support the Safe and Secure Communities Goal by insuring the continued safety and mobility of the travelling public, and the Efficient Infrastructure Goal by providing dependable, passable highways and streets.

Legal Considerations: Budget adjustments over $25,000 require Council approval.

Recommendation/Action: It is recommended that the City Council approve the budget adjustment of up to $320,000 from appropriated reserves to the Public Works Snow and Ice Removal budget. Any adjustments up to $320,000 will be processed as needed, based on the occurrence of any additional snow and ice events.

Agenda Item No. 20.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: Conveyance of Portion of Land – (Presbyterian Manors, Inc.)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: On May 4, 2004, the City Council approved the issuance of Health Care Facilities Refunding Revenue Bonds in the amount of $24,000,000 to Presbyterian Manors, Inc. ("PMI") for the purpose of refinancing and restructuring of debt at several of its health care facilities located throughout the state of Kansas. A small portion of the bonds will be used to construct improvements for certain PMI facilities in Kansas. On December 28, 2007, the City of Wichita received notice from Presbyterian Manors, Inc. of its intention to exercise its option to release portions of unimproved land at its Emporia Facility and Dodge City Facility.

Analysis: Pursuant to the terms of Article XIII of the Lease, Presbyterian Manor has notified the City of its intent to exercise its options to release certain portions of unimproved land, which constitutes a portion of the Emporia Facility and the Dodge City Facility, and to make a technical correction with respect to the legal description of the Emporia Facility and the Dodge City Facility.

Financial Considerations: There is no financial impact to the City resulting from the requested change.

Goal Impact: Economic Vitality and Quality of Life. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City Attorney's office has reviewed and approved the Resolution and all necessary documents as to form.

Recommendations/Actions: It is recommended that City Council adopt the Resolution authorizing the Special Warranty Deed and execution and delivery of a partial release of Lease for the purpose of releasing the Unimproved Land from the Lease, and effecting a technical correction of the legal description of the Emporia Facility and the Dodge City Facility, and authorize necessary signatures.

Attachments: Resolution and Special Warranty Deeds.

RESOLUTION NO. R-___-___

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO EXECUTE AND DELIVER TO PRESBYTERIAN MANORS, INC., SPECIAL WARRANTY DEEDS TO RELEASE A PORTION OF PROPERTY PREVIOUSLY GIVEN IN CONNECTION WITH ITS ISSUANCE OF HEALTH CARE FACILITIES REFUNDING AND IMPROVEMENT REVENUE BONDS OF THE CITY.

WHEREAS, the City of Wichita, Kansas ("Issuer"), pursuant to K.S.A. 12-2901, *et seq,* and K.S.A. 12-1740, *et seq,* has heretofore entered into Interlocal Cooperation Agreements with the City of Emporia, Kansas and the City of Dodge City, Kansas (the "Participants") and issued its Health Care Facilities Refunding and Improvement Revenue Bonds (the "Bonds"); and

WHEREAS, the Bonds were issued for purposes which included the refunding of certain debt on, and acquiring, purchasing, constructing, furnishing and equipping certain improvements to health care facilities located in the City of Emporia, Kansas (the "Emporia Facility"), and in the City of Dodge City, Kansas (the "Dodge City Facility") which facilities have been leased to Presbyterian Manors, Inc., a Kansas not-for-profit corporation (the "Corporation"), pursuant to a certain Lease Agreement dated as of December 1, 1990, as subsequently amended and supplemented (the "Lease"); and

WHEREAS, the Corporation has requested that the Issuer convey by special warranty deeds (the "Deeds") two unused portions of the land constituting parts of the Emporia Facility and the Dodge City Facility to the Corporation,; and

WHEREAS, the Corporation has certified that (i) no Event of Default exists under the terms and provisions of the Lease (ii) the conveyance of the real property will not be detrimental to the proper conduct of the business of the Corporation and (iii) the conveyance of the real property will not impair the effective use or interfere with the efficient and economical operation of the Emporia Facility or the Dodge City Facility and will not materially adversely effect the security pledged to the payment of the Bonds.

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

SECTION 1: That the City of Wichita, Kansas is hereby authorized to execute and deliver the Deeds to the Corporation in the forms attached hereto and incorporated herein as "Exhibit A" and "Exhibit B", and to take all such other actions not inconsistent herewith, as may be appropriate or desirable to accomplish the purpose of this Resolution.

08211160N03
Resolution

SECTION 2: That the Mayor or Vice Mayor of the City of Wichita, Kansas is hereby authorized and directed to execute the Deeds with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution, and deliver the same for and on behalf of and as the act and deed of the City in the manner provided herein and by such Deeds. The City Clerk or the Deputy City Clerk of the City is hereby authorized and directed to attest the execution of the Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

[Remainder of this page intentionally left blank]

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas, this ____ day of _____, 2008.

CITY OF WICHITA, KANSAS

By:_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(Seal)

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, City Attorney

08211160N03
Resolution

EXHIBIT A

SPECIAL WARRANTY DEED

THIS INDENTURE, made on this _____ day of _____, 2008, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantor"), and Presbyterian Manors, Inc., a not-for-profit corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the real property situated in Lyon County, Kansas and described more fully on Exhibit "A" attached hereto and incorporated herein.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of Grantee to perform and observe any of the agreements on its part contained in the Lease dated December 1, 1990, as subsequently amended and supplemented, by and between the Grantor, as landlord, and Grantee, as tenant, under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same unto Grantee, its successors and assigns, forever, against all persons lawfully claiming the same through Grantor.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the ___ day of _____, 2008.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]
ATTEST:

_____
Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 2008, before me, a notary public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

_____
Notary Public

My Appointment Expires: _____

EXHIBIT "A"

A tract of land in the west half of the southeast quarter of section 5, township 19 south, range 11 east of the 6th P.M., City of Emporia, Lyon County, Kansas, being more particularly described as follows:

Beginning at the northwest corner of said W½SE¼; thence S00°00'00" E on an assumed bearing along the west line of said W½SE¼ for a distance of 213.99 feet; thence N90°00'00"E for a distance of 216.00 feet; thence N00°00'00"W parallel with said west line for a distance of 213.83 feet to the north line of said W½SE¼; thence N89°57'31"W along said north line for a distance of 216.00 feet to the point of beginning.

EXHIBIT B

SPECIAL WARRANTY DEED

THIS INDENTURE, made on this ___ day of _____, 2008, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantor"), and Presbyterian Manors, Inc., a not-for-profit corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the real property situated in Ford County, Kansas and described more fully on Exhibit "B" attached hereto and incorporated herein.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of Grantee to perform and observe any of the agreements on its part contained in the Lease dated December 1, 1990, as subsequently amended and supplemented, by and between the Grantor, as landlord, and Grantee, as tenant, under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same unto Grantee, its successors and assigns, forever, against all persons lawfully claiming the same through Grantor.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the ___ day of _____, 2008.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]
ATTEST:

_____
Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 2008, before me, a notary public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

_____
Notary Public

My Appointment Expires: _____

EXHIBIT "B"

A part of Lot 1, Block 2, Saint Mary Addition, Dodge City, Ford County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence South 0°00'00" East on the East line of said Lot 1 a distance of 16.11 feet; thence South 89°26'28" West a distance of 30.02 feet; thence South 0°46'10" West a distance of 13.20 feet; thence North 89°13'50" West a distance of 50.00 feet; thence North 0°46'10" East a distance of 12.30 feet; thence South 89°25'22" West a distance of 804.99 feet to the West line of said Lot 1; thence North 0°00'00" West on the West line of said Lot 1 a distance of 21.58 feet to the Northwest corner of said Lot 1; thence North 85°57'36" East on the North line of said Lot 1 a distance of 179.47 feet; thence South 89°13'50" East continuing on said Lot line a distance of 706.02 feet to the point of beginning, containing 0.52 acres, more or less.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: 2008 Self-Insured Health Program Stop Loss Insurance Policy

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the 2008 Stop Loss policy.

Background: On November 21, 2007, the City Council approved a 2007-2009 Self-Insured quote from Coventry Health Care Insurance, Inc. and authorized staff to negotiate a Third Party Agreement (TPA) with Coventry to be effective January 1, 2007. On September 25, 2007, the City Council approved the 2007 Third Party Agreement and approved renewal of Coventry Health Care, Inc. to provide medical and prescription drug services for 2008.

The reason for changing to a Self-Insured Health Plan from a fully insured Health Plan was to take advantage of plan savings generated from not paying premium tax and payment for "risk". The City Council approved all plan efficiencies derived from plan savings to initially be used to absorb future risk potential from self-insuring and additionally to maintain the stability of future health insurance rates.

Analysis: The Stop Loss insurance policy is an integral part of the self-insured health program. Purchase of a $400,000 stop-loss insurance policy is designed to keep to keep high cost claimants from materially affecting the Self-Insurance Fund. In addition, the known large-claim claims would be subject to the $500,000 yearly maximum on medical. As a part of the City Council's adoption of the 2008 Health Program Working Rates on October 2, 2007, the City Council was advised that the 2008 stop loss fees would increase by 18%.

Financial Considerations: Coventry Health and Life Insurance Stop Loss Policy renewal increases the per employee per month cost from $9.92 in 2007 to $11.71 in 2008. Third Party Administrator (TPA) administrative fees would be $24.44 per employee per month (excluding stop loss charges and Mental Health/Substance Abuse fees) in 2007. Coventry has guaranteed that their TPA administrative fees will increase by no more than 4% per annum for 2008 and 2009, exclusive of pass through fees.

Goal Impact: The employee health and prescription drug program is a part of the Internal Perspective goal. The City's strategic health care plan combines employee Wellness programs, self-insured health and Rx plans (which provides the City with much more flexibility), disease management and nurse coaches to minimize future health insurance premium increases for the employees and the City.

Legal Considerations: The Stop Loss Policy has been approved as to form by the City Attorney's office.

Recommendation/Action: It is recommended that the City Council approve the $400,000 stop-loss insurance policy and authorize the appropriate signatures.

COVENTRY
Health and Life Insurance Company

City of Wichita

(Herein and after called the Policyholder)

POLICY NUMBER: 100245

EFFECTIVE DATE: 01/01/2008 – 01/01/2009

DATE OF ISSUE: 01/22/2008

STATE OF ISSUE: Delaware

Throughout this Policy, "you" and "your" refer to the Policyholder.

Coventry Health and Life Insurance Company (hereinafter called "the Company") will pay you when you have a claim and provide other rights and privileges, subject to all terms and conditions of this Policy.

This Policy is issued in consideration of the Policyholder's application and your payment of premiums.

This Policy is delivered in the State of Issue, and is governed by the laws of that state. Your Application for Excess Loss Indemnity Coverage, and executed Disclosure, along with a copy of your Employee Benefit Plan document, are parts of this Policy.

This Policy is signed for Coventry Health and Life Insurance Company by:

By _____
Authorized Signature

Title PRESIDENT

Date JAN. 23, 2008

6705 Rockledge Drive • Suite 900 • Bethesda, MD 20817 • Phone (800) 843-7421 • Fax (301) 493-0731

(CHCH9064)

COVENTRY
Health and Life Insurance Company

EXCESS LOSS INDEMNITY GROUP POLICY

TABLE OF CONTENTS

	Section
Schedule of Insurance	1
General Provisions	2
Insuring Provisions / Definitions	3
Exclusions and Limitations of Liability / Premiums / Renewals	4
Amendments	5

6705 Rockledge Drive • Suite 900 • Bethesda, MD 20817 • Phone (800) 843-7421 • Fax (301) 493-0731

COVENTRY
Health and Life Insurance Company

6705 Rockledge Drive, Suite 900
Bethesda, MD 20817

APPLICATION FOR EXCESS LOSS INDEMNITY COVERAGE
and
SCHEDULE OF INSURANCE

Policy Period From: 01/01/2008 To : 01/01/2009
[Inception date] [Expiration Date]
(12:01 A.M. Standard Time at the Policyholder's Address)

GENERAL INFORMATION

1. Full Legal Name of Policyholder: City of Wichita
   Principal Address: 455 N. Main
   Wichita, KS 67202

2. Nature of Business:
   ☐ Corporation ☐ Partnership ☐ Proprietorship ☒ Other: Municipality

3. Full Legal Name of Claims Administrator: Coventry Health Care of Kansas
   (Policyholder's Appointed Plan Supervisor)
   Address: 8320 Ward Parkway
   Kansas City, MO 64114

4. If employee benefit plans of subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) are to be included, list names and addresses of such companies and the nature of their business. n/a

5. Initial Enrollment Information. Please provide the number of:

		Active	Retired	COBRA
☒ Single	☐ Employee	957	209	14
☒ Family	☐ Employee & one dependent	____	____	____
	☐ Employee & dependents	1789	68	1

6. Excess Loss Indemnity Policy Provisions

   A. **Aggregate Excess Risk Insurance**

      (1) Company Limit of Liability: n/a% of paid Aggregate Losses which are in excess of the Aggregate Attachment Point, subject to a maximum limit of $n/a.

      In addition, the amount per Covered Person chargeable to Aggregate Losses is subject to a maximum limit of $n/a, plus any amount applied to the aggregating specific deductible when this option is purchased.

      (2) Aggregate Attachment Point
      a. Monthly Attachment Factor: $ n/a [single], $ n/a [Family], *Note that rates could also be expressed on an Employee Only, Employee and Spouse, Employee and Dependents, or composite basis, or other basis:* _____.
      b. Minimum Aggregate Attachment Point of $ n/a
      c. Maximum Run-in Limit: $n/a

(3) Maximum Aggregate Corridor Basis: n/a%
Minimum Aggregate Corridor Basis:

(4) Monthly Aggregate Factors:

☐ Single	☐ Employee	n/a
☐ Family	☐ Employee & one dependent	_____
	☐ Employee & dependents	n/a

(5) Aggregate Premium Rate: ☐Per Employee Per Month $n/a
☐Annual Premium $n/a

(6) Aggregate Claims Basis
☐ Paid during Policy Period; Incurred during Policy Period.
☐ Paid during Policy Period or, during the_____ months immediately thereafter; Incurred during Policy Period.
☐ Paid during Policy Period; Incurred during Policy Period, or during the _____ months immediately prior thereto. (Payments for expenses incurred during the _____ month preceding the effective date of coverage shall be limited to a maximum amount of _____, all covered persons combined.)
☒ Other (*as indicated*): n/a.

(7) Covered Aggregate Plan Benefits (Applicable only if an entry is specified herein.)
☐Medical;
☐Prescription Drug Card; ☐Other (as indicated) _____.

(8) Loss Reduction for Insured Hospitals:

If the Policyholder named herein is a licensed hospital, benefits payable under any applicable Employee Benefit Plan for expenses incurred as the result of services and charges of the Policyholder shall be multiplied by n/a% when determining paid Aggregate Losses.

B. Specific Excess Risk Insurance

(1) Company Limit of Liability: 100% of paid Specific Losses which are in excess of a Specific Deductible $400,000, subject to a maximum limit per Covered Person of $1,600,000, less any amount applied to the aggregating specific deductible when this option is purchased.

(2) Lasering: A higher specific Deductible amount will apply to payments for covered expenses incurred by the following Covered Person(s):

Claimant Name	Employee Name	Specific Deductible Amount
Tyler L. Whaley	Jimmy W. Scotin	$500,000
	_____	_____

The following limitations will apply to payments for covered expenses incurred by the following Covered Person(s):

Claimant Name	Employee Name	Type of Claims Limitation
_____	_____	_____
_____	_____	_____

(3) Specific Monthly Premium Rate:

☒ Single	☐ Employee	$11.71 Composite
☒ Family	☐ Employee & one dependent	$_____
	☐ Employee & dependents	$_____

(4) Specific Claims Basis:

☐ Paid during Policy Period; Incurred during Policy Period.
☒ Paid during Policy Period or, during the [3]months immediately thereafter; Incurred during Policy Period.
☐ Paid during Policy Period; Incurred during Policy Period, or during the [_____]month period immediately prior thereto.
☐ Other (as indicated): _____

(5) Covered Specific Plan Benefits (Applicable only if an entry is specified herein.)

☒ Medical;
☒ Prescription Drug Card; ☐ Other (as indicated)_____.

(6) Loss Reduction

Benefits payable under the applicable Employee Benefit Plan for expenses emanating from n/a, or any affiliates or subsidiary hospitals will accumulate and be reimbursed at n/a%. Non-emergency services generating expenses emanating from any other institutions will accumulate and be reimbursed at n/a% under this policy.

Benefits payable under the applicable Employee Benefit Plan for expenses emanating from n/a, or any affiliates or subsidiary will be based on an average discount to fee's of at least n/a%.

7. Product Options:

Aggregating Specific	☐ Yes ☒ No	Additional Deductible	$_____
Aggregate Accommodation	☐ Yes ☒ No		
Terminal Liability ("Extended Aggregate")	☐ Yes ☒ No		
Terminal Liability (Specific)	☐ Yes ☒ No		
Advanced Funding	☒ Yes		

8. Managed Care Network name(s) with employee % in each network if multiple networks are offered; Coventry Health Care of Kansas PPO Network, Coventry Transplant Centers of Excellence, Coventry National Network.

9. Amounts accompany this application as an advance payment on the premium for insurance applied for: $n/a (Total).

10. It is understood and agreed as conditions precedent to the acceptance of this application that the Policyholder:

A. Has conducted a thorough review of experience developed under its Employee Benefit Plan, and as a result thereof represents that there are no Covered Persons with known disabilities, or other known conditions expected to result in paid claims in excess of the Specific Deductible Amount during the Policy Period, other than those disclosed on the attached Disclosure Statement.

B. Represents that all underwriting information provided to the Company by or on behalf of the Policyholder is complete and accurate.

C. Will provide a copy of the executed Employee Benefit Plan Document for incorporation into the Policy within 30 days of the coverage effective date.

This ASO Stop Loss coverage is contingent upon item 10 above and:

1. Policyholder's review, completion and execution of this application and CH&L's review approval and execution of this application.
2. Policyholder's completion of the Disclosure Statement and CH&L's review and approval of the Disclosure Statement. (Not Applicable for CH&L Renewals or existing Coventry Health Care clients.)
3. CH&L's receipt of Binder payment. (Not Applicable for CH&L Renewals or existing Coventry Health Care clients.)

Once the contingencies have been satisfied, coverage will be in effect for the period shown in stated Policy Period. Renewal of this Policy for a further period must be submitted on a new form.

Accepted for the Policyholder:

City of Wichita
Policy holder

By _____
Authorized Signature

Title Mayor

Date _____

Accepted for Coventry Health & Life Insurance Company:

By _____
Authorized Signature

Title PRESIDENT

Date JAN. 23, 2008

Attest: _____
Karen Sublett, City Clerk

_____
Date

Approved as to form: _____
for Gary E. Rebenstorf, City Attorney

2-14-08
Date

GENERAL PROVISIONS

AMENDMENT

This Policy may be amended from time to time by mutual consent of you and the Company. Any such amendment will be without prejudice to any claim arising prior to the date of change. No agent or other person, except the President, a Vice President or the Secretary of the Company has authority to waive any conditions or restrictions of this Policy; to extend the time for paying a premium; or to make or modify this Policy. No change in this Policy will be valid unless evidenced by an endorsement to it signed by you and by one of the aforesaid officers of the Company.

PAYMENT OF PREMIUMS

All premiums must be remitted to the Company at its Administrative Office, or to the office of its designated Underwriting Manager. Except as otherwise provided under the Section "Grace Period", your coverage under this Policy will automatically terminate if any premium is not paid when due. Compliance with payment terms required by our Underwriting Manager will be deemed compliance with this paragraph.

ERISA

The Company is acting only as a provider of insurance to you. We are not and will not be considered a fiduciary. The Company assumes no obligations required by the Employee Retirement Income Act of 1974, as amended. The Company has no responsibility or obligation to directly reimburse any Covered Person. This contract will not create any right or legal relationship between any Covered Person and us. The Company's sole liability under this Policy is to you.

GRACE PERIOD

If any premium is not paid in full on or prior to its due date, a grace period of 31 days following the premium due date shall be granted for the payment of that premium. Your coverage will continue in full force and effect during the grace period. You will be liable to the Company for all premiums remaining unpaid on the date of termination of your coverage, including premium for the days of the grace period during which your coverage remained in force.

ENTIRE POLICY

This entire Policy consists of 1) the pages of this Policy, including any amendments; 2) your Application and Disclosure Statement as well as any supplemental applications, a copy of which is attached to this Policy; and 3) Employee Benefit Plan document. All statements made by you or any employee are, in the absence of fraud, understood to be representations and not warranties. Such statement will not be used to contest coverage unless contained in the application or supplemental application.

CLERICAL ERROR

Clerical error, regardless of who made the error, will not invalidate coverage validly in force or validly terminated. Clerical errors should be reported and corrected. The Company will make appropriate adjustments in the premiums due or claims eligible for reimbursement under this Policy.

GENERAL PROVISIONS (Continued)

POLICY PERIOD: DURATION

Your Policy period will begin on the Inception Date shown in your Schedule of Insurance. It will end, and all coverage provided by the Policy with respect to you will cease, on the earliest of the following dates:

1. The Expiration Date shown in your Schedule of Insurance;

2. The end of the grace period if any premium remains unpaid;

3. The date your Employee Benefit Plan terminates, or the date it changes, except as provided in Payment of Premium Provision above.;

4. The first day of any month specified by you following 30 days prior to written notice to the Company;

5. The date the Plan Supervisor named in your Schedule of Insurance is changed, except as provided in the Plan Supervisor Provision stated below.

PLAN SUPERVISOR

You have appointed the Plan Supervisor named in your Schedule of Insurance to perform administrative services for your Employee Benefit Plan, including payment of claims.

The Plan Supervisor is your agent and is not the agent of the Company. The Company shall not be liable for any acts or omissions of your Plan Supervisor. Any requests or notices the Company sends to your Plan Supervisor will be deemed a request or notice to you.

You will enter into a written agreement with the Plan Supervisor. A copy of the agreement will be furnished to the Company prior to the inception of your Policy Period, or as soon as reasonably possible thereafter. The agreement will require your Plan Supervisor to fulfill the following duties and responsibilities:

1. Administration and adjudication of all claims under the Employee Benefit Plan and verification of their validity, accuracy and computation;

2. Maintenance of accurate records of all claim payments;

3. Maintenance of separate records of expenses not covered;

4. Proper handling of and accounting for monies transmitted to and from you and the Company;

5. Payment of all claims within 60 days of the date that satisfactory proof of loss has been established; failure to do so shall exempt such claim amounts from applying towards satisfaction of the deductible and for requested reimbursements exceeding the deductible; unless the Company has agreed, in writing, to waive this exemption.

GENERAL PROVISIONS (Continued)

6. Submission to the Company within 30 days after the close of each Policy month, on a form supplied by the Company, a report containing the following information:

   a. The total number of employees covered for the month reported; and
   b. The attachment point for the month reported; and
   c. A statement of paid claims for the month reported; and

7. Satisfaction of all reporting and proof requirements reasonably imposed by the Company.

The Plan Supervisor named in your Schedule of Insurance may not be changed unless prior written consent is obtained from the Company.

NOTICE OF CLAIM

You are required, either directly, or through your Plan Supervisor to provide written notice to the Company within 30 days after the close of each policy month when Specific Losses reach or exceed 50% of the Specific Deductible Amount and/or a Covered Person has been diagnosed with a potentially catastrophic illness.

When Specific Losses exceed the specific deductible amount, a Specific Excess Reimbursement Request must be immediately submitted to the Company. Such request will be provided on a report agreed to by the Company, and shall include that information reasonably required by the Company to establish satisfactory proof of loss. Such information shall include but not be limited to:

1. A completed Specific Excess Reimbursement Request;

2. Proof of the Covered Person's eligibility under the Employee Benefit Plan;

3. Proof of payment under your Employee Benefit Plan for those covered expenses being applied towards satisfaction of the specific deductible amount and for which reimbursement is being requested; and

4. Copies of all medical reports pertaining to this request for reimbursement if requested by the Company.

RIGHT OF RECOVERY ("Subrogation")

You may be entitled to recover from third parties for payments you have made to, or on behalf of, persons covered under your Employee Benefit Plan. If you recover from a third party, you can use the recovered amount to meet a deductible amount or an attachment point. The Company will not reimburse you for the recovered amount. If the Company has reimbursed you for all or part of a particular payment and you later recover that payment from a third party, you must repay the Company to the extent that it reimbursed you, regardless of whether your coverage is still in force on the date the person recovers. Your repayment may be reduced by the reasonable and necessary expenses you have paid in recovering from the third party.

If you fail to pursue a valid claim for a covered expense against a third party and we are required to reimburse you for such covered expense, we shall be subrogated to your rights to pursue such claim.

GENERAL PROVISIONS (Continued)

LEGAL ACTION

Unless in accordance with the Arbitration terms provided below, an action at law or in equity will be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action will be brought after the expiration of 5 years after the time written proof of loss is required to be furnished.

If any time limitation of this Policy with respect to bringing an action at law or in equity to recover on this Policy is less than that permitted by the law of the State of Issue, that limitation is hereby extended to agree with the minimum period permitted by that law.

ACCESS TO RECORDS

The Company reserves the right to inspect and audit all records maintained by you and your Plan Supervisor with respect to your Employee Benefit Plan and with respect to your Policy. These records must be available to the Company or its designated Underwriting Manager for determination of plan benefits, proof of loss and proof of payment of plan benefits. Inspections and audits will be done during normal business hours.

ARBITRATION

Any controversy or claim arising out of or relating to this Policy, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, with the stipulation that the arbitrator(s) shall abide by the terms of the Policy and shall apply rules of law applicable thereto. A single arbitrator shall decide all matters. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This provision shall survive termination or expiration of this Policy. The parties hereto may alter any of the terms of this provision only by express written agreement, although such alteration may be before or after any rights or obligations arise under this provision.

TAXES

You shall hold the Company harmless from any state premium taxes which may be assessed against the Company with respect to benefits paid under your Employee Benefit Plan or your Policy, and shall reimburse us for such taxes, if any.

MISREPRESENTATION

In effecting this Policy, the Company shall be entitled to rely upon information provided by you or on your behalf. If that information proves not to have been correct as submitted, the Company has the right to rescind coverage provided to you under this Policy as of its effective date or as of its last annual renewal date, if later. In lieu of rescission, the Company has the right to adjust the specific deductible amount, the premium rates, the Aggregate Attachment Factor and the Minimum Aggregate Attachment Point to those levels that the Company would have established if the Company had been provided with the correct information.

GENERAL PROVISION (Continued)

CHANGE OF PLAN AND EXPOSURE

If you change your Employee Benefit Plan while this Policy is in force or if your obligation otherwise increases with regards to payment of covered expenses, the change or increase is not binding on the Company unless you give the Company at least 31 days prior written notice of the date the change goes into effect. If your obligation increases, the Company has the right to increase the Premium Rate.

If the number of employees or members who are Covered Persons under the Plan increases or decreases by 10% from the number used to calculate the Premium Rate, you must notify the Company within 31 days after the number has changed. The Company will have the right to amend any of the items appearing in the Schedule of Insurance, including the Premium, the Aggregate Attachment Point and the Specific Deductible Amount.

In addition, the Company reserves the right to recalculate the premium rate and the aggregate attachment factor retroactively for the Policy Period, if there is more than a 10% variance between:

1. The average monthly paid claims under the Employee Benefit Plan for the last two months of the prior Policy Period; and

2. The average monthly paid claims under the Employee Benefit Plan for the first ten months of the prior Policy Period.

In the event that the average claims for the last 2 months of the 12 month period immediately preceding the Inception Date of this Policy exceed 125% of the average claims of the first 10 months of that 12 month period, the Company reserves the right to change the rates and factors for this Policy Period.

WORKERS' COMPENSATION INSURANCE

Coverage provided under this Policy applies only to covered expenses under your Employee Benefit Plan for non-occupational accidents or illnesses. It is not the intent of this Policy to provide benefits for covered expenses provided by your Employee Benefit Plan in lieu of Workers' Compensation Insurance.

INSOLVENCY

The insolvency, bankruptcy, financial impairment, receivership, voluntary plans of arrangement with creditors, or dissolution of the Policyholder or the designated Plan Supervisor will not impose upon the Company and liability other than the liability defined in this Contract. In particular, the insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under the Employee Benefit Plan.

INSURING PROVISIONS

A. AGGREGATE EXCESS RISK INSURANCE:

The Company will pay you a percentage of the amount by which the Aggregate Losses you have paid under your Employee Benefit Plan exceed your Aggregate Attachment Point.

The percentage the Company will pay and the Company's limit of liability are stated in your Schedule of Insurance. The Company will pay you as soon as reasonably possible after the end of your Policy Period, subject to satisfactory proof of loss.

B. SPECIFIC EXCESS RISK INSURANCE:

The Company will pay you a percentage of the amount by which the Specific Losses you have paid under your Employee Benefit Plan exceed the Specific Deductible Amount stated in your Schedule of Insurance.

The percentage the Company will pay and the Company's limit of liability are stated in your Schedule of Insurance. The Company will pay you as soon as reasonably possible after you have requested reimbursement, subject to satisfactory proof of loss.

DEFINITIONS

A. MONTHLY ATTACHMENT FACTOR

The number which is multiplied by the number of covered Single/Family, or Employee/Employee & Spouse and Dependent Units, each month of the Policy Period, to determine the Aggregate Attachment Point.

B. AGGREGATE LOSSES

Aggregate Losses means the total amount of money you have actually paid during your Policy period, and during the first n/a months thereafter, to, or on behalf of, all persons covered under your Employee Benefit Plan (herein called "Covered Persons"). Aggregate Losses, however, cannot include any payments you made to, or on behalf of, a Covered Person:

1. For covered expenses which are reimbursable under the Specific Excess Risk Insurance provision;

2. Which were in excess of the maximum amount chargeable as stated in your Schedule of Insurance; or

3. Which were incurred prior to the inception date or after the expiration date of your Policy Period.

An expense shall be deemed to be incurred by a Covered Person on the date that the service; treatment; or supply is provided.

INSURING PROVISIONS (Continued)

Your payments must have been made in accordance with the provisions of your Employee Benefit Plan document currently filed with the Company and included as a part of this Policy.

C. SPECIFIC LOSSES

Specific Losses means the total amount of money you have actually paid during your Policy Period, and during the first 3 months thereafter, to, or on behalf of, any one person covered under your Employee Benefit Plan. Specific Losses, however, cannot include any payments you made to, or on behalf of, a covered person which were incurred prior to the inception date or after the expiration date of your Policy Period.

An expense will be deemed to be incurred by a Covered Person on the date that the service; treatment; or supply is provided.

Your payments must have been made in accordance with the provisions of your Employee Benefit Plan document currently filed with the Company and included as a part of this Policy.

D. MINIMUM AGGREGATE ATTACHMENT POINT

For the Policy period, the benefit amount specified in the Schedule of Insurance, which is wholly retained by you. It is not considered for reimbursement under this Policy, regardless of how long this Policy remains in force.

E. SPECIFIC DEDUCTIBLE AMOUNT

The amount which is wholly retained by you in the Policy Period. It is not considered for reimbursement under this policy, regardless of how long this Policy remains in force.

F. AGGREGATE ATTACHMENT POINT

Your Aggregate Attachment Point will be determined at the end of your Policy Period by use of the following formula:

1. At the beginning of each month during your Policy period, the number of your employees who are covered under your Employee Benefit Plan will be multiplied by the attachment factors stated in your Schedule of Insurance.

2. The sum of the monthly amounts computed as described in 1. above will be your Aggregate Attachment Point, subject to the Minimum Aggregate Attachment Point shown in your Schedule of Insurance. Your Minimum Aggregate Attachment Point will be applicable regardless of how long your coverage remains in force.

INSURING PROVISIONS (Continued)

G. COVERED PERSON

Any eligible individual who becomes covered under your Employee Benefit Plan.

H. AGGREGATE CORRIDOR BASIS

The percentage that has been added to expected claim costs for the Policy Period, which are below the Specific Deductible Amount, to calculate the Aggregate Attachment Factors. The Policyholder is responsible for funding the expected claim costs plus the Corridor.

I. PAID DATE

The date the check is issued by your Plan Supervisor is the Paid Date.

J. PAY, PAID, PAYMENT

Drafts or checks made payable to a Covered Person or provider of health care services or products that:

1. Have been promptly delivered to the payee; and
2. Are supported by sufficient funds to be honored upon presentation are referred to as Pay, Paid, or Payment.

K. UNDERWRITING MANAGER

Medical Risk Managers, of South Windsor, CT 06074, is the Underwriting Manager.

EXCLUSIONS AND LIMITATIONS OF LIABILITY

A. The Company's liability under this Policy is limited to reimbursement of payments you have made to, or on behalf of persons covered under your Employee Benefit Plan for covered expenses provided under your Employee Benefit Plan. The Company is not liable for punitive, exemplary, or consequential damages, and you must hold the Company harmless from damages of any kind which are not caused by the Company's own acts or omissions. You will indemnify the Company for all expenses including attorney fees incurred in defending claims or legal actions brought against the Company by a person covered under your Employee Benefit Plan.

B. The Company will not be liable for expenses incurred by a Covered Person for the care or treatment of a sickness or injury which is caused by war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising or usurped power.

C. The Company will not be liable for payments you have made to Covered Persons under any plan of benefits which have not been specifically identified as covered plan benefits in A.7. and B.5 of your Schedule of Insurance.

D. The Company will not be liable for expenses incurred by a Covered Person for experimental procedures, drugs or treatment methods which have not been approved by the American Medical Association or the appropriate medical specialty society.

E. The Company will not be liable to reimburse you for payments you have made to, or on behalf of Covered Persons if the Company received your request for reimbursement is more than 180 days following the expiration of the applicable Policy period.

F. If the Policyholder is a licensed hospital, the Company's liability for expenses incurred by a Covered Person as a result of services and charges of the Policyholder shall be as specified in items A.8 and B.6 of your Schedule of Insurance.

G. The Company will not be liable for the cost of administration of claims or other services provided by the administrator, consulting fees, expenses of any litigation, or network fees, unless otherwise stated herein.

H. The Company is not liable for expenses reimbursed by another insurance company or reinsurance company.

I. The Company shall not be liable for known medical conditions of individuals who were not properly disclosed on the Disclosure Form prior to the signing of such form.

PREMIUMS

A. AGGREGATE EXCESS RISK PREMIUM

Aggregate premiums are payable by you either annually in advance or on a per employee per month basis, as stated on your Schedule of Insurance.

For Aggregate Premiums due on a per Employee per month basis, at the beginning of each month

during your Policy Period, the total number of your employees who are covered under your Employee Benefit Plan should be multiplied by the aggregate premium rate stated on your Schedule of Insurance.

Aggregate premiums paid on an Annual basis are due on the inception of your Policy.

B. SPECIFIC EXCESS RISK PREMIUM

Premiums are payable by you on a monthly basis. Each monthly premium will be computed as follows:

1. At the beginning of each month during your Policy Period, the number of your employees who are covered under your Employee Benefit Plan for "Single", "Family", "Employee Only", "Employee and one Dependent", "Employee and Dependents" coverage shall be multiplied by the appropriate specific premium factors stated in your Schedule of Insurance.

2. The monthly premium payable to the Company shall be the sum of the amounts computed as described in 1. above.

The first premium is due on the inception date of your Policy Period, and subsequent premiums are due on the first day of each month thereafter.

RENEWAL

Your coverage may be renewed only if renewal is mutually agreeable to both you and the Company. If the Company refuses to renew, it must give you written notice 31 days prior to your expiration date. Your renewal is subject to the Company's receipt and approval of a new Request for Excess Loss Indemnity Coverage. If approved, a new Schedule of Insurance will be issued to reflect any changes agreed upon by you and the Company.

Amendment to the
Excess Loss Indemnity Coverage Policy

THIS AMENDMENT amends the Excess Loss Indemnity Coverage Policy (Policy #100245, issued and effective January 1, 2008) (the "Policy") by and between Coventry Health and Life Insurance Company (the "Company") and the City of Wichita , Kansas ("Policyholder").

WHEREAS, the parties desire to make certain non-material modifications to the Policy.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. The Application For Excess Loss Indemnity Coverage and Schedule of Insurance, which is part of the Policy, is hereby amended as follows:

    a. Section 7 is hereby amended to add the following after the last line:

    "Advanced Funding shall only be with respect to medical claims. There shall be no Advanced Funding for pharmacy claims."

    b. Section 10A. is determined to be not applicable to this Policy and is hereby deleted in its entirety and replaced with the following: "Intentionally Omitted."

2. Page 2-1 of the General Provisions Section is hereby amended to delete the section entitled "ERISA" in its entirety.

3. The Section entitled "Legal Action" on age 2.4 of the General Provisions Section is hereby amended to revise the first paragraph of the section to read as follows:

    "An Action at law or in equity will not be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action will be brought after the expiration of 5 years after the time written proof of loss is required to be furnished."

4. Page 2-4 of the General Provisions Section is hereby amended to delete the section entitled "ARBITRATION" in its entirety.

5. Page 2-4 of the General Provisions Section is hereby amended to revise the section entitled "MISREPRESENTATION" to include the following at the end of the section:

    "In effecting this Policy, Policyholder shall be entitled to rely on information provided by Company to Policyholder."

6. Page 2-5 of the General Provisions Section is hereby amended to add the following new section:

    "CASH BASIS AND BUDGET LAWS

    It is the intent of the Company and Policyholder that the provisions of this Policy are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (the "Cash Basis Law") or the Kansas Budget Law (K.S.A. 79-2925) (the "Budget Law"). Therefore, notwithstanding anything to the contrary herein contained, the Policyholder's obligations

under this Policy are to be construed in a manner that assures that the Policyholder is at all times not in violation of the Cash Basis Law or the Budget Law."

7. On Page 4-1, Section A of "EXCLUSIONS AND LIMITATIONS OF LIABILITY" is hereby amended to: (a) delete the phrase "and you must hold the Company harmless from damages of any kind which are not caused by the Company's own acts or omissions" in the second sentence; and (b) delete the last sentence of the section.

8. Page 4-1 of the Exclusions Section is hereby amended to delete Section I of the section entitled "EXCLUSIONS AND LIMITATIONS OF LIABILITY."

9. Page 4-2 of the Exclusions Section is hereby amended to modify the section entitled "RENEWAL" such that the phrase "31 days" in the second sentence is deleted and replaced with the phrase "60 days."

10. If any conflict exists between the Policy and this Amendment, this Amendment shall control.

11. Any capitalized terms not defined herein shall have the meaning set forth in the Policy.

12. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. All other terms, conditions and provisions of the Policy and its amendments, addendums, attachments and exhibits shall remain in full force and effect.

INTENDING TO BE BOUND, the parties have executed this Amendment to be effective as of January 1, 2008.

Coventry Health and Life Insurance Company

Shawn M. Guertin
President

City of Wichita, Kansas

By: _____

Print Name: Carl Brewer

Print Title: Mayor

This Amendment and the Policy are Approved as to Form:

Gary Rebenstorf, City Attorney

2-24-08
Date

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Public Hearing on Proposed Assessments for Twenty (20) Water Projects, Twenty (20) Sewer Projects, and Eight (8) Storm Sewer Projects in July 2008 Bond Sale Series 794 (All Districts)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the proposed assessments and ordinances.

Background: The City Council was notified on February 12, 2008 that the proposed assessment rolls were on file for public inspection in the Department of Finance.

Analysis: Notice of hearing letters were published February 15, 2008 in the Wichita Eagle being not less than ten days prior to the date of hearing. All affected property owners have been notified in writing. Department of Finance and Public Works staff held an informal hearing March 3, 2008 at 11:00 a.m. for the water and sewer projects.

Financial Considerations: Statements of Special Assessment will be mailed to the property owners on April 4, 2008. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The assessments not paid during this period will be in the July 2008 Bond Sale. The interest added to the principal amount will be determined by the rate at which the bonds sell. The principal and interest will then be spread and placed on the 2008 tax roll.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

Legal Considerations: These projects were initiated pursuant to provisions of KSA 12-6a01 et seq. as amended. All of the projects were 100% petitions.

Recommendation/Action: It is recommended that the City Council close the Public Hearing, approve the proposed assessments and place the ordinances on first reading.

Attachment: Special Assessments projects list.

HEARING ON PROPOSED ASSESSMENTS FOR CONSTRUCTION OF WATER, SEWER, AND STORM SEWER PROJECTS:

On February 12, 2008 the Council was notified that the Proposed Assessment Rolls for construction of the following water, sewer and storm sewer projects has been prepared and was on file in the office of Debt Management in the Finance Department for public inspection:

WATER PROJECTS:

a. (470-007/448-89963) Construction of Water Distribution System No. 448-89963 TO SERVE TURKEY CREEK 2ND ADDITION, North of Pawnee, West of 119th Street West, as authorized by Resolution No. 04-256 rescinded by Resolution No. 05-102, adopted May 18, 2004 & March 1, 2005, and published May 21, 2004 & March 4, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $81,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)

b. (470-028/448-90004) Construction of Water Distribution System No. 448-90004 TO SERVE FONTANA 3RD ADDITION, East of 119th Street West, North of 29th Street North, as authorized by Resolution No. 04-491 rescinded by Resolution No. 06-620, adopted September 14, 2004 & November 21, 2006, and published September 17, 2004 & November 27, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $79,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)

c. (470-037/448-90028) Construction of Water Distribution System No. 448-90028 TO SERVE THE FAIRMONT 3RD ADDITION, West of 127th Street East, North of 21st Street North, as authorized by Resolution No. 04-648 rescinded by Resolution No. 07-302, adopted December 7, 2004 & May 15, 2007, and published December 10, 2004 & May 17, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $44,700.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

d. (470-988/448-90080) Construction of Water Distribution System No. 448-90080 TO SERVE UNPLATTED TRACTS 'A' & 'B', CLIFTON HEIGHTS COMMERCIAL, CLIFTON HEIGHTS COMMERCIAL 2ND & CLIFTON COVE ADDITIONS, along Clifton, from 63rd Street South to 55th Street South, as authorized by Resolution No. 05-608 rescinded by Resolution No. 06-452, adopted November 15, 2005 & August 22, 2006, and published November 21, 2005 & August 25, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $746,900.00 is to be apportioned 64.5% payable by the improvement district & 35.5% payable by City of Wichita from Water Department Water Utility Improvement Funds. The cost has been assessed on a square foot basis. (District I).

e. (470-989/448-90081) Construction of Water Distribution System No. 448-90081 TO SERVE CLIFTON COVE ADDITION, South of 63rd Street South, West of Clifton, as

authorized by Resolution No. 05-609, adopted November 15, 2005, and published November 21, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $106,900.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis.(District I)

f. (470-970/448-90083) Construction of Water Distribution System No. 448-90083 TO SERVE CROSS POINTE ADDITION, South of 21st, East of Greenwich, as authorized by Resolution No. 05-333, adopted June 28, 2005, and published July 1, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $70,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II).

g. (470-998/448-90093) Construction of Water Distribution System No. 448-90093 TO SERVE THE FAIRMONT ADDITION, North of 21st Street, West of 127th Street East, as authorized by Resolution No. 05-416 rescinded by Resolution No. 06-419, adopted August 9, 2005 & August 8, 2006, and published August 12, 2005 & August 11, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $72,700.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II).

h. (470-020/448-90104) Construction of Water Distribution System No. 448-90104 TO SERVE TYLER'S LANDING 3RD ADDITION, South of 37th Street North, East of Tyler, as authorized by Resolution No. 05-435 rescinded by Resolution No. 07-001, adopted August 16, 2005 & January 9, 2007, and published August 19, 2005 & January 12, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $54,700.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)

i. (470-962/448-90105) Construction of Water Distribution System No. 448-90105 TO SERVE FALCON FALLS 2ND & 3RD, & FALCON FALLS COMMERCIAL ADDITIONS, North of 45th Street North, West of Hillside, as authorized by Resolution No. 05-427 rescinded by Resolution No. 05-587, adopted August 16, 2005 & November 8, 2005, and published August 19, 2005, corrected & republished September 2, 2005, & November 17, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $184,700.00 is to be apportioned 76.42% payable by the improvement district & 23.58% payable by the City of Wichita from Water Department Utility Improvement Funds. The cost has been assessed on a fractional basis. (District I)

j. (470-986/448-90128) Construction of Water Distribution System No. 448-90128 TO SERVE FALCON FALLS 3RD ADDITION, North of 45th Street North, West of Hillside, as authorized by Resolution No. 05-585, adopted November 8, 2005, and published November 17, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $100,400.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District I)

k. (470-972/448-90161) Construction of Water Distribution System No. 448-90161 TO SERVE EMERALD BAY ESTATES ADDITION & UNPLATTED TRACTS A, B & C, West of West Street, North of 21st, as authorized by Resolution No. 06-035 rescinded by Resolution No. 06-459, adopted January 24, 2006 & September 12, 2006, and published January 27, 2006 & September 15, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $614,900.00 is to be apportioned 35% payable by the improvement district & 65% payable by the City of Wichita Water Utility Funds. The cost has been assessed on a fractional basis. (District V)

l. (470-034/448-90175) Construction of Water Distribution System No. 448-90175 TO SERVE K-96 BUSINESS PARK ADDITION, North of 29th Street North, West of Greenwich, as authorized by Resolution No. 06-149 rescinded by Resolution No. 07-258, adopted March 21, 2006 & April 24, 2007, and published March 23, 2006 & April 26, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $140,500.00 is to be apportioned 47% payable by the improvement district & 53% payable by the Wichita Water Utility Fund. The cost has been assessed on a fractional basis. (District II)

m. (470-004/448-90200) Construction of Water Distribution System No. 448-90200 TO SERVE SYCAMORE POND ADDITION, South of 47th Street South, East of Seneca, as authorized by Resolution No. 06-343, adopted June 6, 2006, and published June 8, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $65,800.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)

n. (470-009/448-90232) Construction of Water Distribution System No. 448-90232 TO SERVE CLEAR CREEK ADDITION, West of 143rd Street East, South of Kellogg, as authorized by Resolution No. 06-508, adopted September 26, 2006, and published September 29, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $63,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

o. (470-032/448-90248) Construction of Water Distribution System No. 448-90248 TO SERVE VALENCIA ADDITION, East of Meridian, South of 53rd Street North, as authorized by Resolution No. 06-534 rescinded by Resolution No. 07-172, adopted October 17, 2006 & March 13, 2007, and published October 20, 2006 & March 16, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $48,700.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District VI)

p. (470-013/448-90250) Construction of Water Distribution System No. 448-90250 TO SERVE TERRADYNE WEST ADDITION, West of 159th Street East, North of Central, as authorized by Resolution No. 06-639, adopted November 28, 2006, and published December 1, 2006, corrected & republished December 21, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved

December 18, 2007 in the amount of $66,800.00 is to be apportioned 26.46% payable by the City of Wichita & 73.54% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

q. (470-014/448-90251) Construction of Water Distribution System No. 448-90251 TO SERVE TERRADYNE WEST ADDITION, West of 159th Street East, North of Central, as authorized by Resolution No. 06-640, adopted November 28, 2006, and published December 1, 2006, corrected & republished December 21, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $109,400.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

r. (470-017/448-90259) Construction of Water Distribution System No. 448-90259 TO SERVE SANTA FE ORIENT INDUSTRIAL DISTRICT 3RD ADDITION, West of Seneca, North of Harry, as authorized by Resolution No. 06-653, adopted December 12, 2006, and published December 15, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $26,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)

s. (470-021/448-90275) Construction of Water Distribution System No. 448-90275 TO SERVE MONARCH LANDING ADDITION & UNPLATTED RESIDENTIAL TRACT 1, North of 21st, West of 159th Street East, as authorized by Resolution No. 07-107, adopted February 13, 2007, and published February 15, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $270,500.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis.(District II)

t. (470-031/448-90279) Construction of Water Distribution System No. 448-90279 TO SERVE LEGACY 3RD ADDITION, North of 47th Street South, West of Meridian, as authorized by Resolution No. 07-190, adopted March 13, 2007, and published March 16, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $39,700.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)

<u>SEWER PROJECTS:</u>

u. (480-879/468-83584) Construction of LATERAL 344, FOUR MILE CREEK SEWER, East of 127th Street East, North of Pawnee, as authorized by Resolution No. 03-095 rescinded by Resolution No. 06-372, adopted February 11, 2003 & June 27, 2006, and published February 15, 2003 & June 30, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $81,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

v. (480-905/468-83809) Construction of LATERAL 3, MAIN 7, NORTHWEST INTERCEPTOR SEWER, North of 37th Street North, West of Maize, as authorized by Resolution No. 04-370 rescinded by Resolution No. 05-360, adopted July 20, 2004 & July 12, 2005, and published July 23, 2004 & July 16, 2005. Petition for this improvement was signed by

owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $110,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis.(District V)

w. (480-885/468-83820) Construction of LATERAL 3, MAIN 6, COWSKIN INTERCEPTOR SEWER, North of Pawnee, West of 119th Street West, as authorized by Resolution No. 04-260 rescinded by Resolution No. 05-106, adopted May 18, 2004 & March 1, 2005, and published May 21, 2004 & March 4, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $163,700.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)

x. (480-907/468-83882) Construction of LATERAL 10, MAIN 7, NORTHWEST INTERCEPTOR SEWER, East of 119th Street West, North of 29th Street North, as authorized by Resolution No. 04-497 rescinded by Resolutio No. 06-622, adopted September 14, 2004 & November 21, 2006, and published September 17, 2004 & November 27, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $82,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis.(District V)

y. (480-855/468-84044) Construction of LATERAL 5, MAIN 16, FOUR MILE CREEK SEWER, South of 21st, East of Greenwich, as authorized by Resolution No. 05-336, adopted June 28, 2005, and published July 1, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $102,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis.(District II)

z. (480-898/468-84064) Construction of LATERAL 25, MAIN 19, SOUTHWEST INTERCEPTOR SEWER, South of 37th Street North, East of Tyler, as authorized by Resolution No. 05-437 rescinded by Resolution No. 07-003, adopted August 16, 2005 & January 9, 2007, and published August 19, 2005 & January 12, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $248,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis.(District V)

aa. (480-894/468-84081) Construction of LATERAL 38, MAIN 1, COWSKIN INTERCEPTOR SEWER, South of Maple, West of Maize, as authorized by Resolution No. 05-533, rescinded by Resolution No. 06-402, rescinded by Resolution No. 07-368, rescinded by Resolution No. 07-406, adopted October 18, 2005, July 25, 2006, June 26, 2007 & July 17, 2007, and published October 21, 2005, July 28, 2006, June 29, 2007 & July 20, 2007 corrected & republished August 1, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $90,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis.(District V)

ab. (480-858/468-84139) Construction of LATERAL 1, MAIN 23, SOUTHWEST INTERCEPTOR SEWER, West of West Street, North of 21st, as authorized by Resolution No. 06-037, rescinded by Resolution No. 06-211, rescinded by Resolution No. 06-410, adopted January 24, 2006, May 9, 2006 & August 1, 2006, and published January 27, 2006, May 11,

2006 & August 4, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $977,400.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)

ac. (480-857/468-84141) Construction of MAIN 23, SOUTHWEST INTERCEPTOR SEWER, West of West Street, North of 21st, as authorized by Resolution No. 06-039, adopted January 24, 2006, and published January 27, 2006 corrected & republished August 1, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $1,112,300.00 is to be apportioned 16.5% payable by the improvement district & 83.5% payable from other available funds of the City, including available and unencumbered funds of the Water and Sewer Utility and proceeds of Water and Sewer Utility Revenue Bonds. The cost has been assessed on a square foot basis. (District V)

ad. (480-904/468-84146) Construction of LATERAL 1, MAIN 19, FOUR MILE CREEK SEWER, North of 13th, West of 159th Street East, as authorized by Resolution No. 06-070, rescinded by Resolution No. 07-218, rescinded by Resolution No. 07-257, rescinded by Resolution No. 07-284, adopted February 14, 2006, April 3, 2007, April 24, 2007 & May 1, 2007, and published February 17, 2006, April 5, 2007 corrected & republished April 23, 2007, April 26, 2007 corrected & republished May 8, 2007, & May 5, 2007 corrected & republished May 23, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $654,200.00 is to be apportioned Three Hundred Forty-One Thousand Dollars ($341,000) payable by the Benefit District and the remaining cost of the improvements payable from other available funds of the City, including available and unencumbered funds of the Water and Sewer Utility and p. The cost has been assessed on a fractional basis. (District II)

ae. (480-872/468-84182) Construction of LATERAL 396, FOUR MILE CREEK SEWER, North of Central, West of 127th Street East, as authorized by Resolution No. 06-184 rescinded by Resolution No. 06-506, adopted April 18, 2006 & September 26, 2006, and published April 20, 2006 & September 29, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $251,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis.(District I)

af. (480-886/468-84203) Construction of LATERAL 398, FOUR MILE CREEK SEWER, East of 127th Street East, North of Harry, as authorized by Resolution No. 06-489, adopted September 26, 2006, and published September 29, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $199,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis.(District II)

ag. (480-887/468-84231) Construction of LATERAL 400, FOUR MILE CREEK SEWER, West of 143rd Street East, South of Kellogg, as authorized by Resolution No. 06-509, adopted September 26, 2006, and published September 29, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $116,800.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis.(District II)

ah. (480-890/468-84258) Construction of LATERAL 7, MAIN 15, SANITARY SEWER NO. 23, East of Meridian, South of 53rd Street North, as authorized by Resolution No. 06-536 rescinded by Resolution No. 07-174, adopted October 17, 2006 & March 13, 2007, and published October 20, 2006 & March 16, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $89,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District VI)

ai. (480-891/468-84261) Construction of LATERAL 402, FOUR MILE CREEK SEWER, West of 159th Street East, North of Central, as authorized by Resolution No. 06-641, adopted November 28, 2006, and published December 1, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $162,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

aj. (480-892/468-84262) Construction of MAIN 22, FOUR MILE CREEK SEWER, North of Pawnee, East of Webb, as authorized by Resolution No. 06-579, adopted November 7, 2006, and published November 10, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $190,000.00 is to be apportioned 50% payable by the improvement district & 50% payable by the City of Wichita Water and Sewer Department. The cost has been assessed on a fractional basis. (District II)

ak. (480-893/468-84263) Construction of LATERAL 1, MAIN 22, FOUR MILE CREEK SEWER, North of Pawnee, East of Webb, as authorized by Resolution No. 06-580 rescinded by Resolution No. 07-232 rescinded by Resolution No. 07-268, adopted November 7, 2006, April 10, 2007 & May 1, 2007, and published November 10, 2006, April 13, 2007 & May 3, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $101,500.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

al. (480-895/468-84281) Construction of LATERAL V, SANITARY SEWER NO. 8, West of Seneca, North of Harry, as authorized by Resolution No. 06-654, adopted December 12, 2006, and published December 15, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $17,900.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)

am. (480-900/468-84317) Construction of LATERAL 1, MAIN 23, FOUR MILE CREEK SEWER, North of 21st, West of 159th Street East, as authorized by Resolution No. 07-109, rescinded by Resolution No. 07-725, adopted February 13, 2007 & December 18, 2007, and published February 15, 2007 & December 21, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $613,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

an. (480-914/468-84329) Construction of LATERAL 521, SOUTHWEST INTERCEPTOR SEWER, North of 47th Street South, West of Meridian, as authorized by Resolution No. 07-194, adopted March 13, 2007, and published March 16, 2007, corrected and republished February 8,

2008. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $76,500.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)

STORM SEWER PROJECTS:

ao. (485-302/468-83883) Construction of SWD NO. 236, TO SERVE FONTANA ADDITION, East of 119th Street West, North of 29th Steet North, as authorized by Resolution No. 04-498, rescinded by 05-619, rescinded by 06-623, adopted September 14, 2004, November 22, 2005, November 21, 2006, and published September 17, 2004, November 25, 2005, November 27, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $549,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)

ap. (485-312/468-84024) Construction of SWD NO. 269, TO SERVE CLIFTON COVE ADDITION, South of 63rd Street South, West of Clifton, as authorized by Resolution No. 05-605, rescinded by 06-363, adopted November 15, 2005, June 20, 2006, and published November 21, 2005, corrected & republished January 6, 2006, June 22, 2006, corrected & republished July 13, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $625,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District III)

aq. (485-314/468-84183) Construction of SWD NO. 294, TO SERVE CRESTLAKE ADDITION & UNPLATTED TRACT A, North of Central, West of 127th Street East, as authorized by Resolution No. 06-185, rescinded by 06-666, adopted April 18, 2006, December 19, 2006, and published April 20, 2006, December 22, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $561,800.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

ar. (485-318/468-84193) Construction of SWD NO. 295, TO SERVE SYCAMORE POND ADDITION, South of 47th Street South, East of Seneca, as authorized by Resolution No. 06-347, adopted June 6, 2006, and published June 8, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $536,700.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)

as. (485-321/468-84204) Construction of SWD NO. 297, TO SERVE BELLECHASE ADDITION & UNPLATTED TRACT, East of 127th Street East, North of Harry, as authorized by Resolution No. 06-490, adopted September 26, 2006, and published September 29, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $154,600.00 is

to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District II)

at. (485-326/468-84260) Construction of SWD NO. 311, TO SERVE VALENCIA ADDITION, East of Meridian, South of 53rd Street North, as authorized by Resolution No. 06-538, rescinded by 07-176, adopted October 17, 2006, March 13, 2007, and published October 20, 2006, March 16, 2007, corrected & republished April 2, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $214,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District VI)

au. (485-324/468-84282) Construction of SWS NO. 623, TO SERVE SANTA FE INDUSTRIAL DISTRICT 3RD ADDITION, West of Seneca, North of Harry, as authorized by Resolution No. 06-655, adopted December 12, 2006, and published December 15, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $37,900.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District IV)

av. (485-327/468-84298) Construction of SWS NO. 626, TO SERVE TYLERS LANDING ADDITION, South of 37th Street North, East of Tyler, as authorized by Resolution No. 07-004, adopted January 9, 2007, and published January 12, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 18, 2007 in the amount of $328,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. (District V)

_____PUBLISHED IN THE WICHITA EAGLE ON _____

Ordinance No. _____

AN ORDINANCE OF THE CITY OF WICHITA
ESTABLISHING THE C.O.R.E. REDEVELOPMENT DISTRICT

WHEREAS, the provisions of K.S.A. 12-1771, as amended, set forth the procedure for the establishment of a redevelopment district for certain purposes in eligible areas; and

WHEREAS, the Governing Body of the City of Wichita, by Resolution No. R 08-083 dated February 12, 2008, has given notice of its consideration of the establishment of a redevelopment district and described a proposed district plan that identifies all of the proposed redevelopment project areas along with a general description of the buildings and facilities to be constructed or improved; and

WHEREAS, the Governing Body of the City of Wichita, finds and determines that the C.O.R.E. Redevelopment District area qualifies as an eligible area as a "conservation area" under the provisions of K.S.A. 12-1770a, as amended, in that

a. The area comprises less than 15% of the land area within the corporate limits of the City,
b. More than 50% of the structures in the area have an age of 35 years or more,
c. The area is not yet blighted, but may become a blighted area due to the existence of the combination of the following:
    1. dilapidation, obsolescence or deterioration of the structures,
    2. excessive vacancies; and

WHEREAS, the Governing Body of the City of Wichita, finds and determines that the conservation, development or redevelopment of the area is necessary to promote the general and economic welfare of the City; and

WHEREAS, a public hearing required by K.S.A. 12-1771, as amended has been held and concluded; and

WHEREAS, the Governing Body of the City of Wichita desires to establish a redevelopment district that encompasses the C.O.R.E. Redevelopment District area,

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

Section 1. A redevelopment district is hereby established that shall hereafter be designated the C.O.R.E. Redevelopment District, the description and boundaries of such redevelopment district in the City of Wichita, Sedgwick County, Kansas, are set forth in Exhibit "A" attached hereto.

Section 2. The redevelopment district plan identifying all the proposed redevelopment project areas along with a general description of the buildings and facilities that are proposed to be constructed or improved in each redevelopment project area is adopted as the redevelopment district plan for the C.O.R.E. Redevelopment District, and is set forth in Exhibit "B" attached hereto.

Section 3. This ordinance shall be in force and effect from and after its passage, approval, and publication once in the office City paper.

ADOPTED at Wichita, Kansas, this _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

EXHIBIT A

Legal Description of the C.O.R.E Redevelopment District

All property located between the south right of way line of Central Avenue on the south, the north right of way line of Murdock Avenue on the north, the east right of way line of Santa Fe Avenue on the east and the west lot line of lots 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64 and 66 on Topeka Avenue in J.P. Hilton's addition; and the north 45 feet of lot 10 excluding the west 2 feet, in J.P. Hilton's Addition; and south 75 feet of lot 10, J.P. Hilton's Addition; and beginning at the southeast corner of the reserve on Topeka in J.P. Hilton's addition, then west 140 feet, then north 280 feet, then east 140 feet, then south 280 feet to the point of beginning; in Wichita, Sedgwick County, Kansas; and including all street rights of way within such described areas.

EXHIBIT "B"

REDEVELOPMENT DISTRICT PLAN FOR THE REDEVELOPMENT OF THE C.O.R.E REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

March 18, 2008

SECTION 1: PURPOSE

A district plan is required for inclusion in the establishment of a redevelopment district under K.S.A. 12-1771. The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describes in a general manner the buildings, facilities and improvements to be constructed or improved.

SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME

Projects financed through tax increment financing typically involve the creation of an "increment" in real estate property tax income. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes flow to the City to fund projects in the redevelopment district, and the remaining portion flows to all remaining taxing jurisdictions. The portion of property taxes flowing to the City is determined by the increase in the assessed value of the properties within the redevelopment district as a result of the new development occurring within the same area. When the current aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value from new development, increment income is generated. Public improvements within the district and other qualified expenditures are funded by the City and repaid over a specified period of time with this increment income. The property taxes attributable to the assessed value existing prior to redevelopment, the "original valuation," continue to flow to all taxing jurisdictions just as they did prior to redevelopment. This condition continues for the duration of the established district, as defined by statute, or until all eligible project costs are funded, whichever is of shorter duration.

SECTION 3: DESCRIPTION OF THE DISTRICT BOUNDARIES

All property located between the south right of way line of Central Avenue on the south, the north right of way line of Murdock Avenue on the north, the east right of way line of Santa Fe Avenue on the east and the west lot line of lots 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64 and 66 on Topeka Avenue in J.P. Hilton's addition; and the north 45 feet of lot 10 excluding the west 2 feet, in J.P. Hilton's Addition; and south 75 feet of lot 10, J.P. Hilton's Addition; and beginning at the southeast corner of the reserve on Topeka in J.P. Hilton's addition, then west 140 feet, then north 280 feet, then east 140 feet, then south 280 feet to the point of beginning; in Wichita, Sedgwick County, Kansas; and including all street rights of way within such described areas.

SECTION 4: BUILDINGS AND FACILITIES

The district includes a nine square block area and property on the west side of Topeka Avenue. The current property uses are highly varied and in some places incompatible, such as residential properties abutting light industrial uses. Examples of the uses are single and multi-family

housing, medical offices, retail, office, warehouse, light industrial, parking lots, and the Wichita Metro High School. Over 75% of the buildings in the area are over 50 years old; many of them are vacant and/or showing signs of dilapidation, particularly the housing.

The proposed redevelopment district is an area that meets the criteria for designation as a "conservation area" as defined by state law governing the establishment and financing of redevelopment districts. Property located within a conservation area is legally eligible for establishment of a redevelopment district.

SECTION 5: REDEVELOPMENT AND PROJECT AREAS

It is anticipated that the majority of the district, minus the Fred P. Chang building, Sedgwick County Corrections and property to the west of Topeka Ave., will be designated as the "project area" under the redevelopment project plan, which must be adopted by the City Council by a 2/3 majority vote before the expenditure of any tax increment financing funds. The plans for redevelopment of the project area generally call for construction medical-use buildings, brownstone-type town homes, market rate apartments, apartments for those with disabilities, a neighborhood grocery store, mixed use office/retail space, and a neighborhood park. The plan would also call for refurbishing some historic buildings and retaining many of the current businesses through location in the new buildings.

Tax increment financing may be used to pay for the purchase of real estate and site preparation including the demolition of structures and utility relocations, as well as on public infrastructure improvements, such as streetscape, public parking, utility extensions, landscaping, and public plazas. Tax increment financing may not be used for construction of any buildings owned by or leased to a private, nongovernmental entity.

SECTION 6: CONCLUSION

After the establishment of the redevelopment district, any redevelopment projects to be funded with tax increment financing will be presented to the Governing Body for approval through the adoption of a Redevelopment Project Plan. The Project Plan will identify the specific project area located within the established tax increment financing district and will include detailed descriptions of the projects as well as a financial feasibility study showing that the economic benefits out-weight the costs. The Project Plan must be reviewed by the Metropolitan Planning Commission and submitted to a public hearing following further notification of property owners and occupants, before it can be adopted by a two-thirds majority vote of the Governing Body. Only then can tax increment income be spent on the redevelopment projects.

Tax increment financing does not impose any additional taxes on property located within the redevelopment district. All property within the district is appraised and taxed the same as any other property. However, if property within the district increases in value as a result of redevelopment, the resulting increment of additional tax revenue is diverted to pay for a portion of the redevelopment costs.

Proposed C.O.R.E Redevelopment District

City of Wichita, Kansas

- Proposed C.O.R.E Redevelopment District
- Property Parcels inside Redevelopment District
- Property Parcels outside Redevelopment District

Software: ArcGIS 9.1
Hardware: Dell Xeon
Printer: HP 5000 Plotter

Map Data Source:
Property Parcels provided by Sedgwick County GIS.

Road Centerlines provided by City of Wichita

Wednesday, January 30, 2008 7:55:32 AM
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It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS per

EXHIBIT "A"

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: Public Hearing on the Establishment of a Redevelopment District (Tax Increment Financing) for the C.O.R.E. Redevelopment Project (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading, or continue the hearing until a specified future date.

Background: On February 12, 2008, the City Council adopted a resolution stating its intent to consider the establishment of a redevelopment district in the downtown area, to be known as the C.O.R.E. Redevelopment District, for the purpose of facilitating the use of tax increment financing. The resolution set 9:30 a.m. on March 18, 2008, or as soon thereafter as possible, as the time for a public hearing before the City Council on this matter. Copies of the resolution were mailed, by certified mail, to all owners and occupants of property in the proposed district, and to the Board of Sedgwick County Commissioners and the U.S.D. 259 Board of Education, according to state law.

Analysis: The area proposed for redevelopment is bounded on the south by Central Avenue, on the east by Santa Fe Avenue, on the north by Murdock Ave. and includes property parcels adjacent to the west of Topeka Avenue, as shown on the attached map. This is an area that qualifies as a "conservation area" under the state TIF statutes, in that over 75% of the buildings in the area were built well over 35 years ago, and there are excessive vacancies, building abandonment and signs of dilapidation, obsolescence or deterioration. This area contains various property uses including single and multi-family residential, office, retail, medical, warehouse, and light-industrial.

The proposed C.O.R.E. redevelopment project consists of redeveloping an eight square block area. The development would include new medical buildings, approximately 140 apartment units throughout the development, 30 brownstone-type town homes, office/retail space, a neighborhood grocery store and a neighborhood park. Tax increment financing would be used to pay for eligible redevelopment project costs, such as land acquisition, demolition, site preparation, utilities, landscaping, paving, and public infrastructure.

Tax increment financing (TIF) allows the increased property tax revenue which results from the redevelopment of under-utilized property to be reinvested in the redevelopment. When a TIF district is established and a redevelopment plan is adopted by City Council, the increased tax revenue is set aside by the County Treasurer and can be used by the City to repay bonds issued to finance eligible project costs that are specified in the redevelopment plan and allowed under state law. Such costs can be financed with TIF bonds or on a pay-as-you-go basis.

A TIF review team, consisting of staff from the City, County and USD 259, has met to examine the preliminary details of the proposed redevelopment project and consider whether the project either needs or merits public funding assistance. The team raised some questions regarding the Metro Downtown

High School, traffic flow and direction, and relocation for current residents. The developer has not yet provided responses to the team's questions. Staff has also requested the developer provide a financial analysis that demonstrates the need for public funding, which has also not yet been provided.

The Board of County Commissioners and the Board of Education for USD 259 will have 30 days following the closing of the public hearing to determine whether establishment of the district will have an adverse impact on them, effectively precluding the use of tax increment financing. If the County and School District approve, or take no action in that time, the tax increment financing district will be established.

It will still be up to the City Council to approve the actual use of tax increment financing by adopting a redevelopment plan for the C.O.R.E. Redevelopment District that includes tax increment financing. Once a redevelopment plan is adopted and sent to the County Clerk, the tax increment revenue generated by redevelopment will be set aside and deposited into a special fund for its prescribed use. TIF revenue will continue to be set aside in this way until all TIF-financed improvements have been paid, including the retirement of any TIF bonds.

Financial Considerations: The establishment of a redevelopment district will facilitate the use of tax increment financing to pay the cost of a portion of public improvements constructed in conjunction with the proposed C.O.R.E. redevelopment project. Only if the project is approved, a redevelopment plan adopted, and the specific improvements authorized by Council action, will the tax increment revenues generated in the district actually be utilized.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. Redevelopment of blighted areas, and declining areas, are needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to a city that takes care of its older sections.

Legal Considerations: The ordinance establishing the redevelopment district has been reviewed by the City's Law Department and approved as to form. The City Council may amend the proposed boundaries to reduce the size of the redevelopment district at the time of adoption of the ordinance.

Recommendations/Actions: It is recommended that the City Council either: 1) close the public hearing and place on first reading the ordinance establishing a redevelopment district for the C.O.R.E. area if requested developer information has been provided, or 2) if not, continue the public hearing until a specified future date.

Attachment: Ordinance establishing the Redevelopment District; District Map and Boundary Description; District Plan.

Agenda Item No. 26.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: Letter of Intent to Participate in Ken Mar Redevelopment Project (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the Letter of Intent.

Background: A local development group operating under the name of H.H. Holding LLC has requested the City's participation in the redevelopment of the Ken Mar Shopping Center property, located at the northwest corner of Oliver and 13th Street North in northeast Wichita. The proposed redevelopment project consists of a major renovation of the two principal structures on the site, and development of several new commercial structures, at an estimated total project cost of $14 million. The developers' stated intent is to provide new and expanded shopping opportunities in the neighborhood, new jobs in a high unemployment area, as well as improve the quality of commercial structures on a site that has been in decline for years.

The developers and City staff are in preliminary discussions regarding the use of tax increment financing ("TIF") and other economic development incentives in order to make the proposed redevelopment project economically and financially feasible. The developers have identified a financing shortfall of $2.5 million, for which they are seeking tax increment financing assistance. The preliminary project budget presented to City staff indicates that TIF funds would need to be used for site acquisition costs in order to spend $2.5 million on project costs eligible for TIF funding.

The developers have a real estate purchase contract with the out-of-state owner of the Ken Mar property, which expires on April 1, 2008. In order to preserve the option to use TIF funds to reimburse the developers for site acquisition costs, an official action is needed by the City Council, prior to the acquisition, expressing the City's intent to use TIF for this purpose, but only in the event that the use of TIF is ultimately approved for this project. This need can be addressed by a letter of intent stating that the City Council will consider participating in this project, in due course, and identifying site acquisition as a potential TIF-funded project cost.

Analysis: The attached Letter of Intent sets forth the City's acknowledgement that, in the event that a redevelopment district is duly approved, and a redevelopment project plan is duly adopted, and a development agreement with H.H. Holdings is approved, one of the costs that could be paid for with TIF is the reimbursement of all or a portion of the developers' cost of acquiring the project site.

The Letter of Intent contains language that makes it clear that there is no obligation or commitment of the City Council to ultimately approve the creation of a TIF district or approve the use of TIF, or any other City incentive, for this project. Staff will continue to work with the developers to prepare this project for consideration by the City Council as a redevelopment project eligible for tax increment financing.

Financial Considerations: There are no costs to the City directly associated with the approval of the attached Letter of Intent.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. Redevelopment of blighted areas, and declining areas, are needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to a city that takes care of its older sections.

Legal Considerations: The attached Letter of Intent has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the Letter of Intent to consider participating in the Ken Mar redevelopment project and authorize the Mayor to sign.

Attachments: Letter of Intent addressed to H.H.Holdings, LLC

March 18, 2008

H.H. Holding, LLC
Attention: Kevass Harding
5816 East 48th Street Circle North
Wichita, Kansas 67220
Email: revkevass@aol.com

Re: **Property: Ken Mar Shopping Center, Wichita, Kansas**
Developer: H.H. Holding, LLC

Greetings:

In accordance with the action taken at a regular meeting held on March 18, 2008, the Mayor of the City of Wichita, Kansas, on behalf of the governing body of the City, issues to you this Letter of Intent regarding your project for acquisition and redevelopment of the Ken Mar Shopping Center at the northwest corner of Oliver and 13th street (**"Ken Mar"**), based on the information described below.

The Developer and the Project.

Summit Holdings, LLC has contracted to purchase Ken Mar from an out-of-state owner, and will assign that contract to the Developer on or before the closing on April 1, 2008. The Developer, H.H. Holdings, LLC, consists of TK Investments, LLC, Titleist Holdings, LLC, and Summit Holdings, LLC. Kevass Harding of TK Investments, LLC will be the person primarily responsible for overseeing the Project on behalf of the Developer.

The Developer plans major renovation of the two principal structures on the site, development of several new commercial structures on pad sites, improved landscaping and resurfacing of the parking lot. The Project Budget for acquisition and improvements is approximately $14,000,000. Funding for the Project includes conventional financing, Developer equity, and sales of pad sites. Preliminary projections indicate gap financing of approximately $2,500,000 is needed to complete the Project.

City Participation.

Assuming the Project qualifies under applicable law and ordinances, the City intends to consider participating in this Project by using Tax Increment Financing to pay for eligible project costs, which may include reimbursement for the cost of acquiring the project. This participation

is subject to City staff reviewing and determining that the Project is feasible for purposes of establishing and supporting a TIF redevelopment district. The City will also consider the use of its Façade Improvement Program to finance qualified façade improvements included in construction of the Project, as well as provide other Economic Development Incentives which are available and appropriate for the Project. These incentives will also be subject to review and determination of City staff and, where appropriate, approval of the governing body.

This letter of intent is an indication of the intent of the City to participate in the redevelopment of Ken Mar, and is subject in all respects to the governing body's final approval of the terms of a development agreement and the adoption of ordinances establishing a redevelopment district and adopting a detailed TIF project plan, and other related documents. In the event that the aforementioned actions are not ultimately taken for any reason, the City of Wichita, Kansas shall not be deemed to have assumed or incurred any liability or obligation to H.H. Holding, LLC or any other party by virtue of any proceedings or actions taken in connection therewith. Absent subsequent rescission or extension by action of the governing body, this letter of intent will remain in effect until December 31, 2008.

Sincerely,

Carl Brewer
Mayor

c: Allen Bell
Mert Buckley, Counsel to Developer

_____FIRST PUBLISHED IN THE WICHITA EAGLE ON _____

ORDINANCE NO. _____

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF TTR, LLC/FIBER DYNAMICS, INC., SO EXEMPTED AND REPEALING ORDINANCE 47-774.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, TTR, LLC and Fiber Dynamics, Inc., request an ad valorem tax exemption on a proposed expansion project of 100% for a five-year term on the construction of a new building expansion and the purchase of certain new manufacturing equipment, and 100% for a second five-year term on the building addition and equipment; and

WHEREAS, Fiber Dynamics, Inc., has operated within the City for more than fifteen years as a manufacturer of high-quality composite parts**;** and

WHEREAS, Fiber Dynamics, Inc., proposes a $3,178,178 expansion by the construction of a new building expansion and lease from TTR, LLC, and newly purchased equipment to be located at 3730 Midco in southwest Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by TTR, LLC and Fiber Dynamics, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on February 12, 2008; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. TTR, LLC and Fiber Dynamics, Inc. is an existing business located in Wichita, Kansas, and intends to expand its business by construction of a building expansion and the purchase of certain personal property.

2. The construction of the expansion and purchase of personal property for which exemption is given occurred after March 8, 2004. No exemption will be given for construction or purchases, which occurred before that date.

3. Such property purchases are to be used exclusively for manufacturing articles of commerce.

4. By such purchases, TTR, LLC and Fiber Dynamics, Inc. will create new employment for 79 employees within five years after the start of the project.

5. Tax exemption will be given only for the construction of a building expansion and purchase of certain personal property as reflected in Exhibit I attached hereto.

6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.

7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

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

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by TTR, LLC and Fiber Dynamics, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing articles of commerce.

2. TTR, LLC and Fiber Dynamics, Inc. is hereby granted an ad valorem tax exemption of 100% for a five-year term on the construction of a building expansion and purchase of personal property and of 100% for a second five years (subject to City Council review) on such building expansion and equipment purchases started after March 8, 2004, and located within the Wichita City limits at 3730 Midco in southwest Wichita, at an estimated cost of $3,178,178, as further defined in Exhibit I attached hereto. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and TTR, LLC and Fiber Dynamics, Inc. may be required to repay amounts previously abated), in the event of any failure by TTR, LLC and Fiber Dynamics, Inc., to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.

3. The Economic Development Incentive Agreement between the City of Wichita and TTR, LLC and Fiber Dynamics, Inc. is hereby approved.

4. The City Manager’s Office shall be responsible for monitoring the performance of TTR, LLC and Fiber Dynamics, Inc. and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in TTR, LLC and Fiber Dynamics, Inc.’s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated January 11, 2008 and as stated in TTR, LLC and Fiber Dynamics, Inc.’s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that TTR, LLC and Fiber Dynamics, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which TTR, LLC and Fiber Dynamics, Inc. has executed with the City.

7. The City Council may, at its discretion, require TTR, LLC and Fiber Dynamics, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which TTR, LLC and Fiber Dynamics, Inc. has executed with the City.

8. Upon finding that TTR, LLC and Fiber Dynamics, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on TTR, LLC and Fiber Dynamics, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. Ordinance No 47-774, adopted February 29, 2008, is hereby repealed.

10. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this ___ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Agreement") is made and entered into on this ____day of _____, 2008, by and between the City of Wichita, Kansas, hereinafter referred to as the "City," and TTR, LLC/Fiber Dynamics, Inc. hereinafter referred to as the "Company."

WHEREAS, the Company currently operates a facility in Wichita, Kansas, for manufacturing high-quality composite parts, and, as of December 31, 2007, has completed an expansion by constructing a new building expansion and acquiring and installing certain additional machinery and equipment at that facility; and

WHEREAS, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

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

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:

   A. Between March 8, 2004 and December 31, 2007, the Company will have completed the construction of a building expansion and acquisition and installation of manufacturing equipment at its manufacturing facility, located at 3730 Midco, Wichita, Kansas, at a combined cost of $3,178,178, to be used exclusively for the purposes of manufacturing articles of commerce;

   B. Maintain, throughout the period from the date of this Agreement to March 8, 2009, employment of not less than twenty-two (22) employees at such manufacturing facility;

   C. On or prior to March 8, 2009, the Company will add an additional seventy-nine (79) new jobs at such manufacturing facility, and thereafter, maintain

employment of not less than one-hundred one (101) employees at such manufacturing facility, through at least December 31, 2017;

D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 336;

E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;

F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;

G. If the City approves an extension of the period of abatement to 2017, then, in each year from 2013 through 2017, inclusive, the Company shall make a payment-in-lieu-of-taxes to the City, equal to the amount of additional ad valorem tax that would have been paid in such year on the personal property beginning in year 2013, had the period of abatement not been extended;

H. The 100% payment-in-lieu referred to in the foregoing subparagraph shall be calculated according to the tax that would be due based on the retail cost of the personal property when new, less depreciation and with an appropriate reduction for exempt property disposed of prior to the tax year to which payment pertains;

I. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;

J. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,

K. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

2. **EFFECT OF COMPANY'S BREACH; REMEDIES**. The Company acknowledges that in the event of its noncompliance with any of its obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.

3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the 35,000 square foot building expansion and machinery and equipment acquired and installed by the Company pursuant to Section 1.A., above, shall be entitled to an 100% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2008, and provided proper application is made thereof. It is the City's further intention that the building expansion shall be entitle to an 100% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2013 to December 31, 2017, subject to the approval, in 2012, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Board of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*

4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2017.

5. **INCORPORATION OF APPENDIX**. Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.

6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In the event of a

conflict between the terms of this Agreement and the terms contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development
Attn: Economic Development Administrator
455 North Main, 12th Floor
Wichita, Kansas 67202

and

Department of Law
Attn: City Attorney
455 North Main, 13th Floor
Wichita, Kansas 67202

Company: _____
_____
_____
Wichita, Kansas 672__

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

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

CITY OF WICHITA, KANSAS

ATTEST:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

FIBER DYNAMICS, INC.

APPROVED AS TO FORM:

_____
Name: _____
Title: _____

_____
Gary Rebenstorf
Director of Law

APPENDIX A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: Tax Exemption Request (Fiber Dynamics, Inc.)(District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

RECOMMENDATION: Place the amended Ordinance on first reading and approve the amended Economic Development Incentive Agreement.

BACKGROUND: On February 26, 2008, City Council approved a tax exemption for Fiber Dynamics Inc. (FDI) for a building expansion and added machinery and equipment. The Ordinance and Economic Development Incentive Agreement indicated a base employment of 55 jobs and new job creation of 67, for a total employment of 112. The employment numbers were based on a letter from the company dated April 5, 2005 and not the original Letter of Intent that was received on March 8, 2004. Based on the original Letter of Intent the actual jobs numbers are a base employment of 22 jobs and new job creation of 79, for a total employment of 101 jobs.

ANALYSIS: Fiber Dynamics has been approved for a 100% exemption on the $3,178,178 expansion based on job creation of 67 jobs. A job creation of 79 jobs will not affect the exemption approved by the Council since the company still qualifies for the maximum amount. Additionally, the cost-benefit analysis conducted by the Wichita State University Center for Economic Development and Business Research (CEDBR) was based on FDI's creation of 79 jobs; a new analysis is not needed.

All other information provided by FDI and used for analysis by the City and CEDBR remains the same and is not affected. To remedy the error and provide FDI with accurate credit for the new jobs they will create in the City of Wichita and correct the total employment to 101 jobs, the EDI and Ordinance will need to be amended to reflect the real job base and job creation.

Financial Considerations: There is no change to the financial impact from the original approved exemption.

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The City Attorney's Office has reviewed the information and determined that since the exempt percentage and cost benefit do not change, the amendment may be approved without a new public hearing.

Recommendations/Actions: Approve the first reading of the Ordinance.

Attachments: Ordinance and Economic Development Incentive Agreement

DATE: March 3, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 608 North Madison

LEGAL DESCRIPTION: Lots 38 and 40, on Locust Street, now Madison Avenue, in Stites Bros. Second Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 26x26 feet in size. Vacant for at least 3 years, this structure has cracking and shifting block basement walls; damaged vinyl siding; badly worn and damaged composition roof with missing shingles and holes; rotted front porch deck with missing supports; collapsing rear porch cover; rotted wood trim; and the 15x20 foot accessory garage is dilapidated.

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

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

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

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

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: March 3, 2008

BCSA GROUP # 12

ADDRESS: 608 North Madison

ACTIVE FIELD FILE STARTED: February 9, 2004

NOTICE(S) ISSUED: Since February 9, 2004 several notice of improvements and violation notices have been issued. This property has been the subject of Environmental Court.

PRE-CONDEMNATION LETTER: May 15, 2007

TAX INFORMATION: The 2007 taxes are delinquent in the amount of $794.05, which includes specials.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for lot cleanup in the amount $1289.41 and 2008 special assessment for lot cleanup in the amount of $1132.19.

PREMISE CONDITIONS: There is scattered construction debris and tree waste.

CLEAN TEAM/COMMUNITY POLICING REPORT: None.

HEALTH REPORT: None.

POLICE REPORT: On May 5, 2001 one reported police incident of miscellaneous report.

FORMAL CONDEMNATION ACTION INITIATED: August 2, 2007

RECENT DEVELOPMENTS: Roof repairs are near completion and some work has been completed on the fascia and trim. The structure is secure.

OWNER'S PAST CDM HISTORY:

BOARD OF C.S.&A. RECOMMENDATION: At the October 1, 2007 BCSA hearing, Mr. William Burney was present as a representative for this property.

The active file was begun on this property in February of 2004. Several Notices of Improvement and several violation notices have been issued. This property has been the subject of an Environmental Court case. A Pre-condemnation letter was issued on May 15, 2007. The 2003, 2005 and 2006 taxes are delinquent in the amount of $1171.59. There is a 2007 special assessment for lot cleanup in the amount of $1289.41. The premises are currently overgrown with tall weeds and grass; no repairs have been made. The structure

is open.

Mr. Burney said that he had inherited the property from an aunt. He has only been the legal owner of the property for one year. Mr. Burney said that he had entered the diversion program; he contacted Power CDC and Mennonite Housing seeking assistance for the property but was told that neither organization could help him. Mr. Burney planned to let the property be acquired by Sedgwick County on a tax foreclosure. In the meantime, Mr. Burney's neighbor, Robert Tolvert, approached him about purchasing the property. Mr. Burney told the Board that he could not, in good faith, enter into an agreement with Mr. Tolvert unless he knew that the Board would grant the neighbor adequate time to make the repairs, rather than send the property to the City Council for condemnation action. Mr. Burney said that Mr. Tolvert had stated that he was certain that he could make the necessary repairs within ninety days.

Board Member Harder made a motion to allow ninety days to make the required exterior repairs, maintaining the site in a clean and secure condition. Board Member Willenberg seconded the motion. The motion was approved.

At the January 7, 2008, hearing this property was represented by the owner, Mr. William Burney.

This property was first before the Board at the October 2007 hearing. At that meeting, a motion was approved by the Board to allow ninety days to complete the exterior repairs, maintaining the site in a clean and secure condition. The 2005 and 2006 taxes are delinquent in the amount of $689.59; the 2007 taxes will be due on January 20, 2008, in the amount of $1,591.14, including fees for Special Assessments. There is a 2007 Special Assessment against the property for lot cleanup in the amount of $1,289.41; there are pending Special Assessments in the amount of $985.72.

At the last site inspection, there were tree debris and pallets on the premises. The structure is secure.

Apprising the Board of his intentions regarding the property, Mr. Burney said that he had planned to sell the property to Mr. Tolvert, who was supposed to appear with him at the hearing. The potential buyer had not followed through with the contract to purchase the property; however, Mr. Tolvert had started working on the roof. Mr. Burney told the Board that he is unable to take care of the property due to family obligations, and he has been unable to make contact with Mr. Tolvert. At one point, Mr. Burney said, Mr. Tolvert told him that he had made a payment on the delinquent taxes.

Board Member Coonrod made a motion to send the property to the City Council with a recommendation of demolition, ten days to begin demolition and ten days to complete demolition. Board Member Harder seconded the motion. The motion was approved. Chairman Murabito explained the "ten and ten" motion by the Board to Mr. Burney.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: March 3, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2306 East Random

LEGAL DESCRIPTION: Lot 23, Block 4, Parkmore Addition, Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 45x34 feet in size. Vacant for over 3 years, this structure has cracking and shifting block basement walls; rotted wood lap siding; badly worn composition roof, with missing shingles; cracked and shifting concrete front porch; and rotted wood trim.

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: March 3, 2008

BCSA GROUP # 12

ADDRESS: 2306 East Random

ACTIVE FIELD FILE STARTED: November 15, 2002

NOTICE(S) ISSUED: Since November 15, 2002 several notice of improvements and numerous violation notices have been issued. There is an active Vacant Neglected Building case on this property and it has been the subject of Environmental Court. This property was sold at tax sale.

PRE-CONDEMNATION LETTER: May 18, 2007

TAX INFORMATION: The 2007 taxes are delinquent in the amount of $62.14.

COST ASSESSMENTS/DATES: None.

PREMISE CONDITIONS: Bulky waste on front porch and large piles of tree waste in the backyard.

CLEAN TEAM/COMMUNITY POLICING REPORT: None.

HEALTH REPORT: Weed mowing case on October 5, 2006 in the amount of $111.64. Lot Cleanup cases on March 6, 2007 in the amount of $1119.88 and September 26, 2007 in the amount of $985.72.

POLICE REPORT: From July 18, 1994 through March 18, 2005 there have been seven reported police incidents at this location including disturb peace phone call domestic violence, battery, miscellaneous report, resist arrest, unlawful possession of marijuana, miscellaneous officers, and suspicious character other.

FORMAL CONDEMNATION ACTION INITIATED: August 2, 2007

RECENT DEVELOPMENTS: No repairs have been made. Structure is secure.

OWNER'S PAST CDM HISTORY:

BOARD OF C.S.&A. RECOMMENDATION: At the October 1, 2007 BCSA hearing,

Clarence Reed, owner, was present to represent this property.

Vice Chairman asked that the Board and City staff introduce themselves since Mr. Reed was not present during the introductions earlier in the hearing.

The active file was first started in November of 2002. There have been several notices issued on this property. This structure has been the subject of an Environmental Court case. Sold at a tax foreclosure sale, no repairs have been made; a Pre-condemnation letter was issued on May 18, 2007. The taxes are current and there are no special assessments against the property. There are tall weeds and grass on the premises, and there are some trash and tires in the front yard. Although the structure is secure, the foundation had deteriorated to a point of collapse.

Mr. Reed told the Board that he purchased the property about two months ago. At the time of the purchase, he was unaware that the foundation was such poor condition. The premises have been cleaned. He intends to have the foundation repaired.

Board Member Harder asked what the time frame would be to get the repairs accomplished. Mr. Reed said that he would have the exterior repaired in approximately sixty days.

Board Member Coonrod made a motion to allow sixty days for the exterior repairs to be completed, maintaining the property in a clean and secure condition in the meantime. Board Member Harder seconded the motion. The motion was approved unanimously.

At the December 3, 2007 BCSA hearing, Clarence Reed attended the hearing as the representative for this property.

The property was presented to the Board at the October 1, 2007, hearing for the first time. The motion was made and approved to allow sixty days for the repairs to be made, maintaining the site in a clean and secure condition in the meantime.

The 2007 taxes are due in the amount of $61.30; there are tree limbs, trash and tires on the premises; no repairs have been made; the structure is secure.

Mr. Reed told the Board that he had just purchased the property just before his appearance at the October 2007 hearing. As of the present, he had not received the title to the property. He intended to start with the foundation work once he received the title. McCurdy Auction, the seller of the property, has told Mr. Reed that the title is on the way.

Board Member Youle asked Mr. Reed if he was aware of all required repairs. Mr. Reed said that he was aware of the items needing repair.

Board Member Hartwell made a motion to allow thirty days to make the exterior repairs or

report to the Board with a status of the work and/or receipt of the title. Board Member Banuelos seconded the motion. The motion carried without opposition.

At the January 7, 2008 BCSA hearing, there was no one present to represent this property.

This property was before the Board for the first time at the October 1, 2007, hearing and then subsequently at the December 3, 2007, hearing. At the December hearing, Mr. Clarence Reed, the owner, was present; and the Board approved a motion to grant thirty days for the completion of the exterior repairs.

There has been no work commenced on the property. Although the structure is secure, the foundation has deteriorated to the point that the structure no longer actually sits on the foundation. The 2007 taxes will be due on January 20, 2008, in the amount of $61.59. There are some tires and miscellaneous debris on the premises.

Board Member Harder made a motion to refer the property to the City Council for demolition, with ten days to begin the wrecking and ten days to complete the removal of the structure. Board Member Willenberg seconded the motion. The motion was passed unanimously.

With no other business to conduct, Board Member Hartwell made a motion to adjourn the meeting. Board Member Harder seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

March 18, 2008
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.
608 N. Madison	I	4 yrs 1 mo	No	08/02/07	10/01/07 01/07/08	Yes Yes	90 Days 10/10	Secure	Scattered construction debris and tree waste	2007 taxes are delinquent in the amount of $794.05, which includes specials.	2007 special assessment for lot cleanup in the amount of $1289.41 and 2008 special assessment for lot cleanup in the amount of $1132.19.
2306 E. Random	I	5 yrs 4 mos	No	11/15/02	10/1/2007 12/03/07 01/07/08	Yes Yes No	60 Days 30 Days 10/10	Secure	Bulky waste on front porch and large piles of tree waste in the backyard.	The 2007 taxes are delinquent in the amount of $62.14.	None

Agenda Item No. 29.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

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

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On February 5, 2008, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted a resolution providing for a public hearing to be held on these condemnation actions at 9:30 a.m. or as soon thereafter, on March 18, 2008.

Analysis: On January 7, 2008 the Board of Code Standards and Appeals (BCSA) held a hearing on the two (2) properties listed below:

Property Address	Council District
a. 608 N. Madison	I
b. 2306 E. Random	I

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

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional $500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

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

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on February 8, 2008 and February 15, 2008. 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 building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of March 18, 2008; (2) the structure has been secured as of March 18, 2008 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of March 18, 2008, 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.

(First Published in the Wichita Eagle on _____)

DELINEATED 12/12/2007

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 18.12.130, AND 18.12.160 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO CONTRACTORS AND REPEALING THE ORIGINALS OF SAID SECTIONS.

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

Section 1. Section 18.12.130 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Examinations, license approval and issuance.** If, in the opinion of the majority of the board of code standards and appeals, the applicant is qualified by examination or training and experience, and is financially responsible to fulfill the obligations of a contractor, such board shall direct that the applicant be issued a license upon payment of the annual license fee prescribed in Sections 18.12.040 through 18.12.106.

Change in qualified person or an organizational change requires a new license, approval by the board of code stand ards and appeals and payment of a new license fee.

The board of code standards and appeals is hereby authorized to give examinations to determine the qualifications of applicants. A minimum examination score of seventy-five percent is required to obtain a license. The

board of code standards and appeals will accept applicants from other jurisdictions without a separate test provided: they have passed the appropriate International Conference of Building Officials, ~~or~~ the Block & Associates Thompson Prometric, International Code Council or other nationally recognized examination covering the International ~~Uniform~~ Building Codes with a minimum score of seventy-five percent. Such applicants shall provide proof of test scores from the jurisdiction where the examination was taken."

SECTION 2. Section 18.12.160 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"(a) **Hearings.** All matters pertaining to the approval, issuance, suspension, revocation, renewal, and reinstatement of licenses, including examinations, shall be by the board of code standards and appeals.

(b) **Appeal.** Any person, official or governmental agency dissatisfied with any order or determination of the Board of Code Standards and Appeals may appeal such order or determination to the city council. An appeal taken to the city council shall be on the record of the hearing before the Board of Code Standards and Appeals and shall be in writing, and shall be filed with the city clerk and the administrative authority within ten (10) days of the date of the hearing before the Board of Code Standards and Appeals. The basis for the appeal must be set forth in the written appeal that is served upon the city clerk and the administrative authority."

SECTION 3. The originals of Sections 18.12.130 and 18.12.160 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

(First Published in the Wichita Eagle on _____)

CLEAN 12/12/2007

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 18.12.130, AND 18.12.160 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO CONTRACTORS AND REPEALING THE ORIGINALS OF SAID SECTIONS.

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

Section 1. Section 18.12.130 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Examinations, license approval and issuance.** If, in the opinion of the majority of the board of code standards and appeals, the applicant is qualified by examination or training and experience, and is financially responsible to fulfill the obligations of a contractor, such board shall direct that the applicant be issued a license upon payment of the annual license fee prescribed in Sections 18.12.040 through 18.12.106.

Change in qualified person or an organizational change requires a new license, approval by the board of code stand ards and appeals and payment of a new license fee.

The board of code standards and appeals is hereby authorized to give examinations to determine the qualifications of applicants. A minimum examination score of seventy-five percent is required to obtain a license. The

board of code standards and appeals will accept applicants from other jurisdictions without a separate test provided: they have passed the appropriate International Conference of Building Officials, the Block & Associates, Thompson Prometric, International Code Council or other nationally recognized examination covering the International Building Codes with a minimum score of seventy-five percent. Such applicants shall provide proof of test scores from the jurisdiction where the examination was taken."

SECTION 2. Section 18.12.160 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"(a) **Hearings.** All matters pertaining to the approval, issuance, suspension, revocation, renewal, and reinstatement of licenses, including examinations, shall be by the board of code standards and appeals.

(b) **Appeal.** Any person, official or governmental agency dissatisfied with any order or determination of the Board of Code Standards and Appeals may appeal such order or determination to the city council. An appeal taken to the city council shall be on the record of the hearing before the Board of Code Standards and Appeals and shall be in writing, and shall be filed with the city clerk and the administrative authority within ten (10) days of the date of the hearing before the Board of Code Standards and Appeals. The basis for the appeal must be set forth in the written appeal that is served upon the city clerk and the administrative authority."

SECTION 3. The originals of Sections 18.12.130 and 18.12.160 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: Ordinance Changes to the City of Wichita Building Code - Contractors (Chapter 18.12 of the Code of the City of Wichita)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: The Board of Code Standards and Appeals and the Office of Central Inspection recommend that the attached amendments to the City of Wichita's Building Code, relating to building contractor license hearings and appeals (Chapter 18.12 of the Code of the City of Wichita), be approved.

Background: Following a recent Board of Code Standards and Appeals (BCSA) hearing and action regarding a Wichita-licensed building contractor, the affected contractor considered appealling the BCSA's decision to the City Council. Although no appeal was ultimately requested, the Law Department recommended that the BCSA hearing/action appeal process be more clearly outlined in Chapter 18.12 of the Building Code. During review of Chapter 18.12, it was further noted that the examination section, which references approved testing companies, needed updating.

Analysis: The proposed Chapter 18.12 Building Code amendments (in final delineated form) were unanimously recommended for adoption by the Board of Code Standards and Appeals during its January 7, 2008 meeting. The proposed amendments outline in detail the process for making an appeal to the City Council, including the time frame for filing the appeal with the City Clerk (within ten days of the date of the hearing before the BCSA). The amendments also update the testing agencies authorized by the City of Wichita to administer required contractor license examinations.

Financial Considerations: There are no costs to the City associated with adoption of the amended ordinance.

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. The proposed Mechanical Code ordinance amendments support the "Provide a Safe and Secure Community" goal by ensuring effective administration and enforcement of building contractor licensing provisions and actions to suspend or revoke contractor licenses.

Legal Considerations: The recommended ordinance revisions have been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve first reading of the ordinance amending Chapter 18.12 of the Building Code for the City of Wichita.

First Published in The Wichita Eagle on _____

DELINEATED 02/29/2008

ORDINANCE NO._____

AN ORDINANCE CREATING SECTION 22.04.070 AND AMENDING SECTIONS 22.04.100, 22.04.130 AND 22.04.220 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO AIR CONDITIONING, REFRIGERATION AND WARM AIR HEATING CODE AND REPEALING THE ORIGINALS OF SECTIONS 22.04.200, 22.04.130 AND 22.04.220.

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

SECTION 1. Section 22.04.070 of the Code of the City of Wichita, Kansas, shall read as follows:

"Unless otherwise specified, the following terms, as used in this chapter, mean as follows:

'Apprentice' means an individual who works as an employee in training under the direct supervision of a journeyman or master. An apprentice is not a certified individual.

'Board' means that board appointed for each licensed trade for the purpose of reviewing code interpretations taken by the building code enforcement division, granting variances from the code, reviewing license applications and license suspensions and revocation.

'Code' means the International or Uniform Mechanical Code as adopted by the City, as the context of this article may require.

‘Direct supervision’ means that the apprentice is limited to the same structure and/or building site as the journeyman or master, except in the case of one- and two-family residential development, where the apprentice may be on the job site within 100 feet of where the journeyman or master is working.

‘Journeyman’ means an individual that holds a license issued pursuant to this article evidencing such person to be qualified to lay out, install, maintain and repair work in his area of expertise. A journeyman is responsible for the supervision of any apprentice assigned to work with him.

‘Licensed contractor’ means a person that engages in the business of air conditioning, refrigeration or warm air heating.

‘Licensed trade’ or ‘trade’ means the mechanical, electrical, plumbing or gas fitting trade, as the context of this article may require.

‘Master mechanic’ means an individual that holds a master certificate issued pursuant to this article evidencing such person to be qualified to lay out, install, maintain and repair work in his area of expertise. A master mechanic is responsible for the supervision of any apprentice assigned to work with him.

‘Master mechanic, qualified’ means an individual who holds a contractor license issued pursuant to this article evidencing such person to be qualified to control and have authority of all technical work performed under the authority of the licensed contractor’s enterprise, and assures quality control and is responsible for complying with all applicable laws, codes and regulations.”

SECTION 2. Section 22.04.100 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Contractors--Marking of vehicles.** Any person, firm or corporation required by this title to obtain a mechanical contractor's license shall be subject to the following:

(a) Vehicles used in performance of installations or service regulated under this title shall display contractors' permanent vehicle permit numbers. Such numbers shall be assigned by the superintendent of central inspection to a contractor duly licensed under the provisions of this title.

(b) Permanent vehicle permit numbers must be affixed to both sides of vehicle(s), in a conspicuous place, either by paint of a contrasting color or by the use of the permanent decal.

(c) Permanent vehicle permit numbers must be a minimum of two inches high with a one-half-inch-wide stroke per character.

(d) A contractor's employee(s) using their personal vehicles as transportation to or from the job site are exempted from the provisions of this section. A contractor's employee using a personal vehicle in any job-related capacity must display the permanent vehicle permit marking.

(e) The contractor shall be responsible for removing the permanent vehicle permit number at the time any vehicle is taken out of service.

(f) Violation of any provision of this section ~~shall~~ may result in a hearing before the board of appeals of air conditioning, refrigeration, warm air heating and boilers. The board may order any or all of the following:

(1) No further mechanical permits be issued to the contractor until such time as the violation is abated;

(2) All inspections of further work performed by the contractor will be suspended until such time as the violation is abated, excepting extreme hazard of life safety inspection;

(3) A license review, subjecting the contractor to possible suspension, recall or cancellation of the master certificate and/or license, in accordance with the provisions of Section 22.04.260.

Exception: If the contractor chooses to advertise his or her business on their vehicles and abides with Section 22.04.242, Truth in advertising requirements, then Section 22.04.100, Marking of vehicles, does not apply."

SECTION 3. Section 22.04.130 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Apprentices.** (a) Apprentices shall be permitted to work when accompanied by and under the direct supervision of a master or journeyman mechanic, who shall be responsible for the mechanical work performed by the apprentice. At any given time, there shall be a maximum of two apprentices per one master or one journeyman mechanic ~~on~~ for ~~any~~ all one or two-family dwelling residential job sites. There shall be a maximum of three apprentices per one master or one journeyman mechanic for all triplex or greater density residential job sites or commercial job sites. The on-site master or journeyman shall be responsible for maintaining the ratio of master/journeyman to apprentices as required by this section. If an apprentice works without the required

supervision, both the qualified master and the apprentice may be held responsible for violation of this section.

(b) It shall be unlawful for any qualified master to allow or permit an uncertified individual to engage in the business of erecting, installing, altering, repairing, servicing or maintaining air conditioning, warm air heating or refrigeration."

SECTION 4. Section 22.04.220 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

"**Same—Fees for examination, certificates, etc.; duration of certificates; procedure upon failure to renew certificates.** (a) The fee for each examination and original certificate of a master or journeyman shall be established by the superintendent of the office of central insprction to cover the administrative costs of issuing such certificates. All such certificates shall be renewed bi-annually upon payment established by the superintendent of the office of central inspection to cover the administrative costs of issuing such certificates. All certificates shall expire on the thirty-first day of December of each odd-numbered year and no reduction shall be made for part of the year being elapsed. ~~Certificates which have not been~~ Any holder of a certificate who fails to renew~~ed~~ the same by March 1st after their expiration ~~shall~~ may be ~~subject to re-~~required to take a new examination and/or provide proof of completion of the required continuing education hours set forth in subsection (b) and/or board appearance prior to reissuance of a certificate.

It is the total responsibility of the certificiate holder to assure that his/her certificate has been renewed and is valid.

(b) All applicants for renewal must provide written proof of having completed biannually not less than twelve (12) hours of continuing education approved by the Superintendent of Central Inspection or his/her designee.

Continuing education may be provided by the Office of Central Inspection, or a nationally recognized trade association, community college, technical school or technical college. All twelve (12) hours of education may consist of code up-date training on the Uniform or International Mechanical Codes."

SECTION 5. The originals of Section 22.04.130 and 22.04.220 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 6. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

CLEAN 02/29/2008

ORDINANCE NO._____

AN ORDINANCE CREATING SECTION 22.04.070 AND AMENDING SECTIONS 22.04.100, 22.04.130 AND 22.04.220 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO AIR CONDITIONING, REFRIGERATION AND WARM AIR HEATING CODE AND REPEALING THE ORIGINALS OF SECTIONS 22.04.200, 22.04.130 AND 22.04.220.

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

SECTION 1. Section 22.04.070 of the Code of the City of Wichita, Kansas, shall read as follows:

"Unless otherwise specified, the following terms, as used in this chapter, mean as follows:

'Apprentice' means an individual who works as an employee in training under the direct supervision of a journeyman or master. An apprentice is not a certified individual.

'Board' means that board appointed for each licensed trade for the purpose of reviewing code interpretations taken by the building code enforcement division, granting variances from the code, reviewing license applications and license suspensions and revocation.

'Code' means the International or Uniform Mechanical Code as adopted by the City, as the context of this article may require.

‘Direct supervision’ means that the apprentice is limited to the same structure and/or building site as the journeyman or master, except in the case of one- and two-family residential development, where the apprentice may be on the job site within 100 feet of where the journeyman or master is working.

‘Journeyman’ means an individual that holds a license issued pursuant to this article evidencing such person to be qualified to lay out, install, maintain and repair work in his area of expertise. A journeyman is responsible for the supervision of any apprentice assigned to work with him.

‘Licensed contractor’ means a person that engages in the business of air conditioning, refrigeration or warm air heating.

‘Licensed trade’ or ‘trade’ means the mechanical, electrical, plumbing or gas fitting trade, as the context of this article may require.

‘Master mechanic’ means an individual that holds a master certificate issued pursuant to this article evidencing such person to be qualified to lay out, install, maintain and repair work in his area of expertise. A master mechanic is responsible for the supervision of any apprentice assigned to work with him.

‘Master mechanic, qualified’ means an individual who holds a contractor license issued pursuant to this article evidencing such person to be qualified to control and have authority of all technical work performed under the authority of the licensed contractor’s enterprise, and assures quality control and is responsible for complying with all applicable laws, codes and regulations.”

SECTION 2. Section 22.04.100 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Contractors--Marking of vehicles.** Any person, firm or corporation required by this title to obtain a mechanical contractor's license shall be subject to the following:

(a) Vehicles used in performance of installations or service regulated under this title shall display contractors' permanent vehicle permit numbers. Such numbers shall be assigned by the superintendent of central inspection to a contractor duly licensed under the provisions of this title.

(b) Permanent vehicle permit numbers must be affixed to both sides of vehicle(s), in a conspicuous place, either by paint of a contrasting color or by the use of the permanent decal.

(c) Permanent vehicle permit numbers must be a minimum of two inches high with a one-half-inch-wide stroke per character.

(d) A contractor's employee(s) using their personal vehicles as transportation to or from the job site are exempted from the provisions of this section. A contractor's employee using a personal vehicle in any job-related capacity must display the permanent vehicle permit marking.

(e) The contractor shall be responsible for removing the permanent vehicle permit number at the time any vehicle is taken out of service.

(f) Violation of any provision of this section ~~shall~~ may result in a hearing before the board of appeals of air conditioning, refrigeration, warm air heating and boilers. The board may order any or all of the following:

(1) No further mechanical permits be issued to the contractor until such time as the violation is abated;

(2) All inspections of further work performed by the contractor will be suspended until such time as the violation is abated, excepting extreme hazard of life safety inspection;

(3) A license review, subjecting the contractor to possible suspension, recall or cancellation of the master certificate and/or license, in accordance with the provisions of Section 22.04.260.

Exception: If the contractor chooses to advertise his or her business on their vehicles and abides with Section 22.04.242, Truth in advertising requirements, then Section 22.04.100, Marking of vehicles, does not apply."

SECTION 3. Section 22.04.130 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Apprentices.** (a) Apprentices shall be permitted to work when accompanied by and under the direct supervision of a master or journeyman mechanic, who shall be responsible for the mechanical work performed by the apprentice. At any given time, there shall be a maximum of two apprentices per one master or one journeyman mechanic for all one or two-family dwelling residential job sites. There shall be a maximum of three apprentices per one master or one journeyman mechanic for all triplex or greater density residential job sites or commercial job sites. The on-site master or journeyman shall be responsible for maintaining the ratio of master/journeyman to apprentices as required by this section. If an apprentice works without the required supervision,

both the qualified master and the apprentice may be held responsible for violation of this section.

(b) It shall be unlawful for any qualified master to allow or permit an uncertified individual to engage in the business of erecting, installing, altering, repairing, servicing or maintaining air conditioning, warm air heating or refrigeration."

SECTION 4. Section 22.04.220 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

"**Same—Fees for examination, certificates, etc.; duration of certificates; procedure upon failure to renew certificates.** (a) The fee for each examination and original certificate of a master or journeyman shall be established by the superintendent of the office of central insprction to cover the administrative costs of issuing such certificates. All such certificates shall be renewed bi-annually upon payment established by the superintendent of the office of central inspection to cover the administrative costs of issuing such certificates. All certificates shall expire on the thirty-first day of December of each odd-numbered year and no reduction shall be made for part of the year being elapsed. Any holder of a certificate who fails to renew the same by March 1st after their expiration may be required to take a new examination and/or provide proof of completion of the required continuing education hours set forth in subsection (b) and/or board appearance prior to reissuance of a certificate.

It is the total responsibility of the certificiate holder to assure that his/her certificate has been renewed and is valid.

(b) All applicants for renewal must provide written proof of having completed biannually not less than twelve (12) hours of continuing education approved by the Superintendent of Central Inspection or his/her designee.

Continuing education may be provided by the Office of Central Inspection, or a nationally recognized trade association, community college, technical school or technical college. All twelve (12) hours of education may consist of code up-date training on the Uniform or International Mechanical Codes."

SECTION 5. The originals of Section 22.04.130 and 22.04.220 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 6. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. 31.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: Ordinance Changes to the City of Wichita Mechanical Code (Title 22.04)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: The Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boilers (Mechanical Board), and the Office of Central Inspection recommend that the attached amendments to the City of Wichita's Air Conditioning, Refrigeration and Warm Air Heating Code (Mechanical Code) - Title 22.04 of the Code of the City of Wichita - be approved.

Background: Over the past several months, the Mechanical Board has reviewed and recommended various amendments to the Mechanical Code, primarily as related to bi-annual continuing education unit requirements (CEUs) for certified mechanical tradepersons. Although Wichita has required mechanical tradeperson certificate testing and annual certificate renewal for over thirty years, Kansas state statute now requires mechanical tradepersons to obtain a minimum of twelve hours of continuing education every two (2) years, and to provide proof of such education for local certificate renewal. In order to clarify requirements of state statute, as applied at the local level, it is necessary to amend the Mechanical Code to add a number of definitions, and to generally outline local authority and policy as related to CEUs required for certificate renewal in Wichita.

The above-outlined review of mechanical tradeperson certification, education and renewal generated additional Mechanical Board discussion about responsibility for training and supervision of "apprentices" by certified master and journeyman level mechanics, as well as by the licensed company for which they work. This led to several additional Mechanical Code amendment recommendations by the Mechanical Board.

Analysis: The proposed Mechanical Code amendments (in final delineated form) were unanimously recommended for adoption by the Mechanical Board during the Board's February 28, 2008 meeting. The recommended ordinance amendments are summarized below.

§ **Section 22. 04. 070:** This section creates specific definitions for various mechanical tradeperson certificate holders, and also defines "direct supervision." These definitions are necessary for testing, CEU and renewal purposes, and for more effective enforcement of required apprentice supervision.

§ **Section 22.04.100:** This amendment clarifies the licensed company's ("master, qualified") responsibility to ensure proper marking of vehicles owned by the company, which are used to conduct business.

§ **Section 22.04.130(a):** This amendment increases the maximum number of apprentices supervised by a journeyman or master level certified mechanic (on commercial job sites) from two (2) to three (3). The Board and staff believe this will increase job productivity, and will not decrease job safety and/or quality.

§ **Section 22.04.130(b):** This amendment clarifies the responsibility of the qualified master for a licensed company to ensure that employees are appropriately certified to do plumbing work.

§ **Section 22.04.220:** This amendment clarifies City of Wichita requirements for mechanical certificate bi-annual renewal, specifically as related to CEU requirements.

Financial Considerations: There are no costs to the City associated with the adoption of the amended ordinance. Mechanical permit, contractor license and trade certificate fees are not changed.

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. The proposed Mechanical Code ordinance amendments support the "Provide a Safe and Secure Community" goal by ensuring continuing education of mechanical tradepersons, as well as proper job site supervision and accountability by Wichita-licensed mechanical companies.

Legal Considerations: The recommended ordinance revisions have been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve first reading of the ordinance amending Title 22.04 of the Code of the City of Wichita.

First Published in The Wichita Eagle on _____

DELINEATED 03/10/2008

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 8.01.010, 8.01.040, 8.01.050, 8.01.060, 8.01.070 AND 8.01.130, CREATING SECTIONS 8.01.052, 8.01.055, 8.01.065, 8.01.135 and 8.01.175 OF THE CODE OF THE CITY OF WICHITA, KANSAS, AND REPEALING THE ORIGINALS OF SECTIONS. 8.01.010, 8.01.040, 8.01.050, 8.01.060, 8.01.070, 8.01.080, 8.01.090. 8.01.130, 8.01.150, 8.01.160, 8.01.170 AND 8.01.180, OF THE CODE OF THE CITY OF WICHITA, KANSAS, ALL PERTAINING TO NUISANCES

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

SECTION 1. Section 8.01.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Purpose.** The purpose of ~~this title~~ the Neighborhood Nuisance Enforcement Code is to promote the health, safety and welfare of the residents of the City of Wichita, Kansas, and to protect neighborhoods against physical, visual and economic deterioration. To that end, the city intends this ~~title~~ code to prohibit nuisances that:

(1) Contribute to or cause injury or endangerment to the health, safety or welfare of others;

(2) Are contrary to community standards of decency;

(3) Are offensive to the senses;

(4) Obstruct the free use of property so as to essentially interfere with the comfortable enjoyment of life and property by the public; or

(5) Damage or contribute to the deterioration of property or improvements in the community."

SECTION 2. Section 8.01.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Violations not exclusive.** Violations of this ~~title~~ code are in addition to any other violation enumerated within the ordinances of the Code of the City of Wichita. This ~~title~~ code in no way limits the penalties, actions or abatement procedures which may be taken by the city for a violation of this title which is also a violation of any other ordinance of the city or statute of the State of Kansas.

~~The provisions of this title are applicable to property located within a residential district, as defined by Section 8.01.050 of the Code of the City of Wichita~~."

SECTION 3. Section 8.01.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

'Abandoned vehicle' means a vehicle to which the last registered owner thereof has relinquished all further dominion and control of a vehicle that has remained on private property without the consent of the owner or person in control of the property for more than forty-eight hours.

'Accessory structure' means a structure, the use of which is incidental to that of the main building and which is attached thereto or located on the same premises.

'Apartment' means a residential building designed or used for three or more dwelling units, including hallways, laundry facilities, common use areas and means of ingress and egress to such dwelling or dwelling units.

'Basement' means that portion of a dwelling between floor and ceiling which is partly below and partly above grade.

‘City’ means Wichita, Sedgwick County, Kansas.

‘City clerk’ means the duly appointed city clerk of the City of Wichita, or his/her authorized representative.

‘Control measures’ means any chemical, structural, physical procedures or processes designed to eradicate, minimize, prevent or otherwise limit the reproduction and/or infestation of insects and rodents detrimental to public health.

'Dilapidation, Deterioration or Disrepair' means the condition or appearance of a building characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay or neglect, excessive use or lack of maintenance.

‘Director of public works’ means the director of the department of public works of the City of Wichita, or his/her authorized representative.

‘Dwelling’ means any building, manufactured home or mobile home which is wholly or partly used or intended to be used for living or sleeping by human occupants.

'Extermination' means the control and elimination of insects, rodents or other pests and termites by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning,

spraying, fumigating, trapping or by any other recognized and approved pest elimination method.

'Health officer' means the director of the Wichita Department of Environmental Services or his/her authorized representative.

'Human excreta' means the body discharge (both feces and urine) of humans.

'Infestation' means the presence, within a structure, of any insects, rodents or other pests which may be harmful to the health or safety of the occupants or the soundness of the structure.

'Inoperable' means: A condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned or unable to perform the functions or purposes for which it was originally constructed, or

1. The absence of a current valid registration plate upon such vehicle permitting that vehicle to be operated on the public streets and highways of the State of Kansas, unless the vehicle was manufactured or modified solely for non-highway use and ~~has~~ a non-highway vehicle title has been issued solely because the vehicle was not manufactured for street use, or

2. The absence of one or more of the parts of the vehicle necessary for the lawful operation of the vehicle on the public streets and highways, unless the vehicle has a non-highway title issued solely because the vehicle was not manufactured for street use, or

3. The placement of the vehicle or parts thereof upon jacks, blocks, chains or other supports.

'Insects' means the classes Insecta and Arachnida of the phylum Arthropoda including flies, mosquitoes, fleas, lice, cockroaches, bedbugs, plant bugs, mites, ticks, spiders, and scorpions.

'Junk vehicle' means any vehicle which is wrecked, scrapped, ruined, partially dismantled, inoperative, abandoned and/or without a valid automobile license tag.

'Multifamily dwelling' means a structure containing two, three or four dwelling units.

'Nuisance' means any condition which is injurious to health, or is a potential health hazard, or is indecent, or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood, or by a majority of persons subjected to the condition, such condition being no less a nuisance because the extent of the annoyance or damage inflicted is unequal.

'Occupant' means any person, with or without the knowledge or consent of the owner, who has actual possession of a dwelling unit or rooming unit and who is living, sleeping, cooking or eating within the dwelling unit or rooming unit.

'Operator' means any person who has charge, care or control of a building, or part thereof, with or without the knowledge or consent of the owner, in which dwelling units or rooming units are let.

'Owner' means any person who is a holder of any legal or equitable interest in the premises, and alone or jointly or severally with others,

(a) Has record legal title to any dwelling or dwelling unit with or without accompanying actual possession thereof; or

(b) Has charge, care or control of any dwelling or dwelling unit which may include all persons who have an interest in a structure and any who are in possession or control thereof as owner or agent of the owner, contract purchaser, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner;

(c) Collects rent for a dwelling unit on behalf of or in place of the owner;

Any such person representing the owner shall be bound to comply with the provisions of this chapter to the same extent as if he/she were the owner, and upon failure to comply therewith shall be subject to the same penalties set out.

In the absence of substantial evidence to the contrary, records of the Sedgwick County Clerk's Office, Register of Deeds, certified copies of court records or judgments of any court, copies of lease agreements, contracts for deed, mortgages, tax records, rental agreements and other financial documents related to the property shall be conclusive evidence of the ownership of the property.

‘Person’ means any individual, firm, association, company, syndicate, partnership, or other legal entity, or a natural person for the purposes of the

occupancy standards hereof, a natural person or a legal entity such as, but not limited to, an individual, firm, associate, joint stock company, syndicate, partnership, or corporation.

'Premises' means a lot, plot or parcel of land including structures located thereon. Premises shall also mean any lot, plot or parcel of land without any structures thereon.

'Property' means any real property within the city which is not a street or highway.

'Refuse' means all putrescible and nonputrescible waste materials such as trash, debris, garbage, tree trimmings, grass cuttings, dead animals and solid industrial wastes but shall not include human or animal excrements.

'Representative' shall mean any person or entity listed in the Sedgwick County, Kansas appraiser's office or treasurer's office for the purpose of paying taxes; a registered agent with the Kansas Secretary of State's office for corporate or partnership ownership; an agent or manager directed by the property owner, estate, or court order to represent the interests of the property or to otherwise control activities on the real property; or a corporate officer.

'Residential bulky waste' means items of solid waste normally produced by persons in their dwellings or on their dwelling premises that are too large or too heavy to be placed in a thirty to thirty-five gallon container and includes household appliances, furniture, plumbing fixtures, playground equipment, yard appliances and equipment and similar materials but does not include vehicle

major component parts, hazardous waste, demolition and construction waste or tree waste.

~~'Residential district' means that land area, including public and private streets, that is contained within one of the zoning districts defined by the Wichita Sedgwick County Unified Zoning Code as a residential zoning district. This definition shall include those sections of public and private streets that abut residentially zoned land on both sides.~~

'Rodents' means the so-called domestic rats, ***Rattus norvegicus***, and r***attus rattus***, and domestic mice, ***Mus musculus*** and wild native rodents associated with the transmission of disease or causing nuisance to man or other animals.

'Safe and Sanitary' for purposes of this chapter shall mean free from conditions that are dangerous or could cause injury and free from elements such as filth or bacteria that endanger health.

'Salvage material' means materials of some value that are obtained from the disassembly of various kinds of machinery, mechanical appliance, and/or the demolition of building or structures.

'Single-family dwelling' means a structure containing one dwelling unit.

'Solid waste collector' means any governmental agency or any person collecting, transporting and disposing of a solid waste, subject to the conditions of this chapter.

'Storage' means the keeping outside of an enclosed building for more than seventy-two consecutive hours.

’Street’ or ‘highway’ means the entire width between property lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic. Where the word 'highway' or the word 'street' is used in this title, it means street, avenue, boulevard, thoroughfare, traffic way, alley and any other public way for vehicular travel by whatever name unless the context clearly indicates otherwise.

‘Tenant’ shall mean any person who has a severable or non-severable interest in the real property either by oral or written lease or covenant, or by other methods of conveying a limited interest in such lands; or any person who occupies or has possession of such real property.

‘Tree waste’ means all tree or shrub waste including tree stumps, but does not include leaves, tree trimmings or branches tied in bundles not more than four feet in length and not more than eighteen inches in diameter placed beside the solid waste storage containers, vegetation pruning or wood chips placed in such container, fireplace wood or other wood fuel.

‘Unsecured structure’ means:

Any building or structure, including but not limited to vacant houses or other residential structures, garages, sheds, barns, tool houses and vacant commercial structures that are:

(1) Readily open to entry by unauthorized persons without the consent of the owner or agent of the owner; or

(2) Inhabited, occupied or used without the consent of the owner or agent of the owner.

‘Vehicle’ means any automobile, truck, tractor, farm machinery, motorcycle, motorized bicycle or other device designed of used for transportation of persons or property which, as originally built, contained an engine, regardless of whether it contains an engine at any other time.

‘Visible’ means that the shape of a vehicle is recognizable as a vehicle even if it is covered.

‘Weeds’ are those plants defined as "noxious weeds" in K.S.A. 2-1314 and amendments thereto.”

SECTION 4. Section 8.01.052 of the Code of the City of Wichita, Kansas, shall read as follows:

‘**Responsibility to Abate Nuisances.** (a) It is unlawful for any property owner, representative, tenant or other such person with control, occupancy, or possession of real property to allow or maintain a nuisance, as defined by this code, on any lot or parcel within the City, including sidewalks, alleys, easements and right-of-way.

(b) The property owner, representative, tenant, or other such person with control, occupancy, or possession of real property shall be responsible for the abatement of any nuisance.”

SECTION 5. Section 8.01.055 of the Code of the City of Wichita, Kansas, shall read as follows:

“Nuisances. It is unlawful to maintain or to permit to exist any nuisance as herein described. Every successor owner of property who, after proper notice of such nuisance, neglects to abate a continuing nuisance caused by a former

owner or occupant, shall be responsible for such nuisance as provided for by this chapter. The following conditions or materials are declared to be injurious to the health and well being of citizens of the city and are declared to be nuisances together with those conditions not herein enumerated by coming under the definition of nuisance as described in Section 8.01.050.

(1) Open basement structures, excavations, storm cellars, or other excavations that create hazards to any persons, collect water or produce mosquitoes except those excavations authorized by a current building permit and those excavations in use as part of occupied premises if maintained with adequate drainage and fencing consisting of material recognized for the purpose and having openings not larger than two inches in the least dimension;

(2) Growth of weeds, vines or unwanted, uncultivated, or unkempt vegetation that are over twelve inches in length or height on any premises and in streets and alleys in front of and abutting on any premises in the city;

(3) Refuse not stored or disposed of as provided for by Section 8.01.110 of the Code of the City of Wichita;

(4) Salvage material, junk, appliances or other materials on residential premises or vacant lots in residential areas except as provided for by Section 8.01.100 of the Code of the City of Wichita;

(5) Minor auxiliary or accessory buildings or structures such as privies, sheds, barns, garages, tool houses and vacant houses and

commercial structures which have become so dilapidated and deteriorated as to be a potential accident hazard, rat harborage, attractive nuisance to children or to be offensive to the senses;

(6) Interior furniture stored, maintained or used on the exterior of a dwelling or dwelling unit which is so dilapidated and deteriorated as to be a potential accident hazard, a harborage for insects, rodents or vermin or which emits offensive odors.

(7) Dead, or diseased, or broken trees or branches thereof, which have become dangerous, or which are likely to become dangerous to the public safety, or to the occupants of or property on private premises.

(8) Unsecured structures.

(9) Inoperable or junk vehicles as prohibited by Section 8.01.140 of the Code of the City of Wichita.

(10) Tree waste, as prohibited by Section 8.01.130 of the Code of the City of Wichita."

SECTION 6. Section 8.01.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Notice ~~of violations~~ to Abate.** (a) Whenever an officer, authorized to enforce violations of the provisions of this ~~title~~ code, determines that there has been a violation of any provisions of this ~~title~~ code, unless other notice requirements are set forth by the Code of the City of Wichita, he/she shall give notice ~~of such alleged~~ to abate such violation to the person or persons responsible therefor, as herein provided.

~~Such notice shall:~~

~~(1) Be in writing;~~

~~(2) Particularize the violations alleged to exist or have been committed;~~

~~(3) Provide a reasonable time for correction of the violation particularized;~~

~~(4) Be addressed to and served upon the owner and/or occupant of the premises. Notice shall be deemed properly served upon such owner, operator, or occupant, if a copy thereof is served upon him/her personally, or if such notice cannot be personally served, a copy is sent by certified mail to his/her last known address. If notice of violation cannot be served, service may be obtained by notice of publication by at least one publication in the official newspaper of the City of Wichita. Such publication shall contain the conditions and reason of said notice.~~

~~As used in this section, a "reasonable time for correction" shall be a period of not more than ten days from the individual's receipt of the notice or publication of such notice in the official newspaper of the City of Wichita. For violations of Section 8.01.130, a reasonable time for correction shall be a period of not more than five days from the individual's receipt of the notice or publication of such notice. In the discretion of the officer authorized to enforce this title, the time allowed for correction of the violation may be extended for a period of not more than thirty days upon receipt of a request for such extension of time by the individual receiving the notice of violation.~~

(b) The notice of abatement shall state:

(1) A common or legal description of the property, or both;

(2) That the property is in violation of the Code

(3) The nature of the violation, including relevant ordinances, with sufficient information that would reasonably allow the recipient to determine the nature of the violation to allow for self-abatement;

(4) That the condition creating the violation shall be abated within a designated time period, not exceeding 30 days from the date of the notice, provided that an extension of one 10-day time period shall be granted if the owner or agent of the owner of the property demonstrates that due diligence is being exercised in abating the nuisance;

(5) That the recipient, upon written request, may obtain a hearing before a designated hearing officer, provided such request is received by the Superintendent of Central Inspection prior to the expiration of the designated waiting period.

(6) That failure to comply with the notice of abatement shall result in the City abating the violation with the assessment of costs made against the property or by filing for judgment against the recipient;

(7) That failure to pay such assessments within 30 days of the notice of costs shall result in the filing of a tax lien against the property; or the filing for judgment against the recipient, or both;

(8) That such violations are subject to criminal prosecution.

(c) Except as provided by subsection (d), the notice of abatement shall be served on the owner or agent of such property by certified mail, return receipt

requested, or by personal service, or if the same is unoccupied and the owner is a nonresident, then by mailing a notice of certified mail, return receipt requested, to the last known address of the owner.

(d) If the owner or agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of an order sent pursuant to this Section during the preceding 24-month period, the City may provide notice of the issuance of any further orders to abate or remove a nuisance from such property in the manner provided by subsection (c) or as provided in this subsection. The City may provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail.

(e) If the notice cannot be conveniently served as set forth in Subsections (b), (c) and (d) of this section, service of the notice is to be made upon such person or persons by at least one publication in the official newspaper of the City of Wichita, such publication to contain the conditions and reasons of the notice;

(f) If the recipient of the notice of abatement makes a written request for hearing within the waiting period, then the City shall schedule a hearing within ten business days before the Superintendent of Central Inspection or a designated hearing officer. The hearing officer shall receive evidence, review the investigation, and prepare a written order. The order shall be sent by certified

mail to all relevant parties within 10 days of the hearing, unless otherwise stated at the hearing, and prior to the City taking any action to abate the violation. The order shall describe the relevant facts relied upon, state the specific Code provisions being relied upon should a violation be found, and state any such other stipulations, methods of abatement, or orders as deemed necessary by the hearing officer.

(g) Any motor vehicle removed and abated from private property pursuant to this ordinance shall be disposed of as provided by K.S.A. 8-1002, *et seq.*, as amended.

(h) Owners or persons entitled to the lawful custody of impounded or abandoned motor vehicles who wish to contest the validity of the motor vehicle tow may request a hearing for such purposes, pursuant to Section 11.97.040 of the Code of the City of Wichita.

(i) If an officer authorized to enforce violations of this code, determines that a violation of this Act exists, he or she may issue a Notice to Appear in Municipal Court for such violation. No other procedures or notice are required as a prerequisite to the issuance of a Notice to Appear."

SECTION 7. Section 8.01.065 of the Code of the City of Wichita, Kansas, shall read as follows:

"**Abatement of Nuisance by City; Notice of Costs; Assessment and Collection.** (a) If the recipient of the notice of abatement fails to comply with the notice within the period of time designated in the notice, or fails to comply with the notice after a hearing on the matter, then the City may go onto

the property to abate the violation in a reasonable manner. The City shall not be responsible for damage to property due to reasonable methods of gaining entrance onto the property or for damages to property in the reasonable exercise of its duty to the public to abate the violations. The City may use its own employees or contract for services to abate the violations of the Code.

(b) If the City takes action to abate the violation, it shall provide a Notice of Costs to the property owner, representative, or tenant. The Notice of Costs shall be delivered by certified mail, return receipt requested, at the last known mailing address; or if the property is vacant or unoccupied, the Notice of Costs shall also be posted on the property in a reasonable manner. The recipient shall have 30 days from the date of the Notice to make full payment. The Notice of Cost shall state:

(1) The common or legal description of the property, or both;

(2) The nature of the violation, including relevant ordinances;

(3) The nature of the work performed to abate the violation;

(4) The costs incurred for the abatement of the violations in either a lump sum or in itemized form;

(5) That the notice is a demand for payment within 30 days from the date of notice;

(6) That failure to pay the entire amount within 30 days shall allow the City to file a tax lien against the property or to pursue litigation for the recovery of the costs, or both;

(7) That such additional remedies to recover costs shall include additional amounts including additional administrative costs, attorneys' fees when applicable, and interest;

(8) That payment shall be made by check or money order made payable to the City of Wichita, Kansas, with no post-dating of the check, and sent to the address as stated within the notice with a written indication of the purpose for the payment and the address of the property where the violations occurred. Partial payments will not be accepted and shall be considered as non-payments.

(c) If the payment of costs is not made within the 30-day period, the City may levy a special assessment for such costs against the lot or piece of land. The City Clerk at the time of certifying other City taxes to the County Clerk shall certify the aforesaid costs, and the County Clerk shall extend the same on the tax roll of the county against the lot or parcel of ground, and it shall be collected by the county treasurer and paid to the City as other City taxes are collected and paid. Provided further, the City may collect the costs in the manner provided at K.S.A. 12-1,115, as amended, by bringing an action in the appropriate court as a personal debt. The City may pursue both assessment and collection at the same time until the full cost, including applicable interests, court costs, attorneys' fees, and administrative costs have been paid in full."

SECTION 8. Section 8.01.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Insects, rodents and other vermin.** (a) Every ~~occupant~~ owner or tenant of a single-family dwelling shall be responsible for the extermination of any insects or rodents, other vermin therein or on the premises. Wherever two or more ~~occupants~~ units are in the same building, the owner or operator of the building shall be responsible for such extermination. If the infestation is caused primarily by improper housekeeping, it shall be the joint responsibility of the owner and occupants to effect such extermination.

(b) All ~~dwellings~~ buildings shall be maintained free of conditions that encourage or permit any necessary breeding of insects that are annoying or dangerous to residents of the city. Exterior windows and doors used for ventilation of all dwellings shall be screened in a manner adequate to exclude insects."

SECTION 9. Section 8.01.130 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**~~Noxious w~~Weeds or Other Vegetation as a Nuisance.** (a) Unless authorized by the Director of Environmental Services pursuant to Section 7.40.060(c) of the Code of the City of Wichita, uncultivated or unkept ~~Rank~~ grass, weeds, vines or other vegetation over twelve inches in height or length upon any lot or piece of land or upon the streets and alleys in front of and abutting is unlawful for the owner of any such lot or piece of land to permit ~~rank~~ uncultivated

or unkept grass, weeds or other vegetation in excess of twelve inches in height or length to exist and remain on said owner's land or upon the streets and alleys in front of and abutting upon any such lot or piece of land owned by said owner.

(b) Upon a determination by any officer authorized to enforce the provisions of this title, that a nuisance such as is described in subsection (a) of this section exists and such nuisance has not been abated following a notice of violation pursuant to Section 8.01.060, such officer shall ~~notify the health department~~ proceed to abate ~~such~~ the nuisance.

(c) In lieu of giving notice as provided by Section 8.01.060 of the Code of the City of Wichita, the officer authorized to enforce this code, for the initial notice or any subsequent notice, may send a one-time yearly written notification by mail or personal service. Such notice shall include the same information required above. In addition, such notice shall include a statement that no further notice shall be given prior to removal of weeds. If such a one-time notice is sent pursuant to this subsection, no additional notices are required to be sent prior to removal of weeds for one calendar year from the date of that notice."

SECTION 10. Section 8.01.135 of the Code of the City of Wichita, Kansas, shall read as follows:

"Public notice of act. The city clerk shall cause a general public notice to be placed in the official city newspaper once each year during the month of April. The notice shall read substantially as follows:

PUBLIC NOTICE

CITY OF WICHITA, KANSAS

WEED AND VEGETATION ENFORCEMENT

Notice is hereby given to all property owners, representatives and tenants of property located within the city limits of Wichita, Kansas, that it is unlawful to allow the excessive growth of weeds, grass, and uncultivated plants. Excessive growth means more than twelve inches in height. Violators will be subject to prosecution and assessment of costs for abatement of such violations. The weeds abatement ordinances are located in. Chapters 7.40 and 8.01 of the Wichita Municipal Code. Members of the public are welcome to review these laws during regular business hours at the Wichita City Hall, 455 N. Main, Wichita, Kansas."

SECTION 11. Section 8.01.175 of the Code of the City of Wichita, Kansas, shall read as follows:

"**Hearings--Right of person aggrieved by service of abatement notices.**

(a) Any person affected by any notice which has been issued in connection with the abatement of any nuisance as defined by this chapter, or of any rule or regulation adopted pursuant thereto, who is aggrieved thereby, and who believes the same to be contrary to the policies or regulations of the city, may request and shall be granted an informal hearing on the matter before the Superintendent of Central Inspection or his designated representative; provided that such person shall file in the office of the Superintendent of Central Inspection a written petition requesting such informal hearing and setting forth a brief statement of the grounds therefor, within ten days after the day notice was served.

Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the order of abatement. Upon receipt of such petition, the Superintendent of Central Inspection shall set a time and place for such informal hearing and shall give the petitioner written notice thereof. At such informal hearing, the petitioner shall be given an opportunity to be heard and to show why such notice should be modified or withdrawn. The informal hearing shall be commenced not later than ten days after the day on which the petition was filed; provided that upon application of the petitioner, the Superintendent of Central Inspection or his/her designee may postpone the date of the informal hearing for a reasonable time beyond such ten day period, if in his/her judgment the petitioner has submitted a good and sufficient reason for such postponement.

(b) After such informal hearing as provided for in subsection (a), the Superintendent of Central Inspection or his designated representative may sustain, modify or withdraw the notice, depending upon his findings as to whether the provisions of this chapter and of the rules and regulations adopted pursuant thereto have been complied with. If the health officer or his designated representative sustains or modifies such notice, it shall be deemed to be an order.

(c) Any person affected by a determination of the Superintendent of Central Inspection may appeal such determination to the municipal court. Such appeal shall be taken within ten days of the issuance of the order by the health officer.

(d) An appeal to the municipal court shall be a *de novo* administrative hearing from which further appeal may be taken to the district court."

SECTION 12. Section 8.01.180 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"~~Penalty.~~ **Violation is a misdemeanor.** ~~Except as otherwise provided, a~~Any person who shall be convicted in the municipal court of violating any provisions of this chapter, except Section 8.40.043, shall be deemed guilty of a misdemeanor and shall be punished by ~~a fine of not more than five hundred dollars or by imprisonment of not more than six months or both such fine and imprisonment. Each day that any violation to this chapter occurs, it shall constitute a separate offense and shall be punishable hereinafter as a separate violation. Provided, however, that if upon of any person found guilty of a misdemeanor herein under it shall appear to the court that the nuisance complained of as proscribed in this chapter is continuing, the court shall enter such order as it shall deem appropriate to cause the nuisance to be abated~~.

the following:

(1) Upon a first conviction, a fine of not more than one thousand dollars;

(2) Upon a second conviction, a fine of not less than one hundred dollars nor more than one thousand dollars;

(3) Upon a third or subsequent conviction, a fine of not less than two hundred fifty dollars nor more than one thousand dollars;

In addition to the preceding fines such person may be punished by a term of imprisonment which shall not exceed twelve months, or by both such fines and imprisonment.

The imposition of the fines established herein shall be mandatory and the court shall not waive, remit, suspend, parole or otherwise excuse the payment thereof except that the court may order that the defendant perform community service specified by the court but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial condition as required by Section 1.04.210(e) and amendments thereto, and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed herein.

For the purposes of determining whether a conviction is a first or subsequent conviction in sentencing under this section:

(1) conviction includes being convicted of a violation of this section, and it is irrelevant whether an offense occurred before or after conviction for a previous offense.

(2) conviction includes being convicted of a violation of this chapter or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section;

(3) any convictions occurring during the three years prior to the date of the occurrence shall be taken into account when determining the sentence to be imposed.

Each day that any violation to this chapter occurs, it shall constitute a separate offense and shall be punishable hereinafter as a separate violation. Provided, however, that if upon trial of any person found guilty of a misdemeanor herein under it shall appear to the court that the nuisance complained of as

proscribed in this chapter is continuing, the court shall enter such order as it shall deem appropriate to cause the nuisance to be abated."

SECTION 13. The originals of Sections 8.01.010, 8.01.040, 8.01.050, 8.01.060, 8.01.070, 8.01.080, 8.01.090, 8.01.130, 8.01.150, 8.01.160, 8.01.170 and 8.01.180 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 14. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

03/10/2008

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 8.01.010, 8.01.040, 8.01.050, 8.01.060, 8.01.070 AND 8.01.130, CREATING SECTIONS 8.01.052, 8.01.055, 8.01.065, 8.01.135 and 8.01.175 OF THE CODE OF THE CITY OF WICHITA, KANSAS, AND REPEALING THE ORIGINALS OF SECTIONS. 8.01.010, 8.01.040, 8.01.050, 8.01.060, 8.01.070, 8.01.080, 8.01.090. 8.01.130, 8.01.150, 8.01.160, 8.01.170 AND 8.01.180, OF THE CODE OF THE CITY OF WICHITA, KANSAS, ALL PERTAINING TO NUISANCES

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

SECTION 1. Section 8.01.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Purpose.** The purpose of the Neighborhood Nuisance Enforcement Code is to promote the health, safety and welfare of the residents of the City of Wichita, Kansas, and to protect neighborhoods against physical, visual and economic deterioration. To that end, the city intends this code to prohibit nuisances that:

(1) Contribute to or cause injury or endangerment to the health, safety or welfare of others;

(2) Are contrary to community standards of decency;

(3) Are offensive to the senses;

(4) Obstruct the free use of property so as to essentially interfere with the comfortable enjoyment of life and property by the public; or

(5) Damage or contribute to the deterioration of property or improvements in the community."

SECTION 2. Section 8.01.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Violations not exclusive.** Violations of this code are in addition to any other violation enumerated within the ordinances of the Code of the City of Wichita. This code in no way limits the penalties, actions or abatement procedures which may be taken by the city for a violation of this title which is also a violation of any other ordinance of the city or statute of the State of Kansas."

SECTION 3. Section 8.01.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

'Abandoned vehicle' means a vehicle to which the last registered owner thereof has relinquished all further dominion and control of a vehicle that has remained on private property without the consent of the owner or person in control of the property for more than forty-eight hours.

'Accessory structure' means a structure, the use of which is incidental to that of the main building and which is attached thereto or located on the same premises.

'Apartment' means a residential building designed or used for three or more dwelling units, including hallways, laundry facilities, common use areas and means of ingress and egress to such dwelling or dwelling units.

'Basement' means that portion of a dwelling between floor and ceiling which is partly below and partly above grade.

‘City’ means Wichita, Sedgwick County, Kansas.

‘City clerk’ means the duly appointed city clerk of the City of Wichita, or his/her authorized representative.

‘Control measures’ means any chemical, structural, physical procedures or processes designed to eradicate, minimize, prevent or otherwise limit the reproduction and/or infestation of insects and rodents detrimental to public health.

'Dilapidation, Deterioration or Disrepair' means the condition or appearance of a building characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay or neglect, excessive use or lack of maintenance.

‘Director of public works’ means the director of the department of public works of the City of Wichita, or his/her authorized representative.

‘Dwelling’ means any building, manufactured home or mobile home which is wholly or partly used or intended to be used for living or sleeping by human occupants.

'Extermination' means the control and elimination of insects, rodents or other pests and termites by eliminating their harborage places;

by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other recognized and approved pest elimination method.

‘Health officer’ means the director of the Wichita Department of Environmental Services or his/her authorized representative.

‘Human excreta’ means the body discharge (both feces and urine) of humans.

'Infestation' means the presence, within a structure, of any insects, rodents or other pests which may be harmful to the health or safety of the occupants or the soundness of the structure.

‘Inoperable’ means: A condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned or unable to perform the functions or purposes for which it was originally constructed, or

1. The absence of a current valid registration plate upon such vehicle permitting that vehicle to be operated on the public streets and highways of the State of Kansas, unless the vehicle was manufactured or modified solely for non-highway use and a non-highway vehicle title has been issued solely because the vehicle was not manufactured for street use, or

2. The absence of one or more of the parts of the vehicle necessary for the lawful operation of the vehicle on the public streets and highways, unless the vehicle has a non-highway

title issued solely because the vehicle was not manufactured for street use, or

3. The placement of the vehicle or parts thereof upon jacks, blocks, chains or other supports.

‘Insects’ means the classes Insecta and Arachnida of the phylum Arthropoda including flies, mosquitoes, fleas, lice, cockroaches, bedbugs, plant bugs, mites, ticks, spiders, and scorpions.

‘Junk vehicle’ means any vehicle which is wrecked, scrapped, ruined, partially dismantled, inoperative, abandoned and/or without a valid automobile license tag.

‘Multifamily dwelling’ means a structure containing two, three or four dwelling units.

‘Nuisance’ means any condition which is injurious to health, or is a potential health hazard, or is indecent, or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood, or by a majority of persons subjected to the condition, such condition being no less a nuisance because the extent of the annoyance or damage inflicted is unequal.

'Occupant' means any person, with or without the knowledge or consent of the owner, who has actual possession of a dwelling unit or rooming unit and who is living, sleeping, cooking or eating within the dwelling unit or rooming unit.

'Operator' means any person who has charge, care or control of a building, or part thereof, with or without the knowledge or consent of the owner, in which dwelling units or rooming units are let.

'Owner' means any person who is a holder of any legal or equitable interest in the premises, and alone or jointly or severally with others,

(a) Has record legal title to any dwelling or dwelling unit with or without accompanying actual possession thereof; or

(b) Has charge, care or control of any dwelling or dwelling unit which may include all persons who have an interest in a structure and any who are in possession or control thereof as owner or agent of the owner, contract purchaser, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner;

(c) Collects rent for a dwelling unit on behalf of or in place of the owner;

Any such person representing the owner shall be bound to comply with the provisions of this chapter to the same extent as if he/she were the owner, and upon failure to comply therewith shall be subject to the same penalties set out.

In the absence of substantial evidence to the contrary, records of the Sedgwick County Clerk's Office, Register of Deeds, certified copies of court records or judgments of any court, copies of lease agreements,

contracts for deed, mortgages, tax records, rental agreements and other financial documents related to the property shall be conclusive evidence of the ownership of the property.

'Person' means any individual, firm, association, company, syndicate, partnership, or other legal entity, or a natural person for the purposes of the occupancy standards hereof, a natural person or a legal entity such as, but not limited to, an individual, firm, associate, joint stock company, syndicate, partnership, or corporation.

'Premises' means a lot, plot or parcel of land including structures located thereon. Premises shall also mean any lot, plot or parcel of land without any structures thereon.

'Property' means any real property within the city which is not a street or highway.

'Refuse' means all putrescible and nonputrescible waste materials such as trash, debris, garbage, tree trimmings, grass cuttings, dead animals and solid industrial wastes but shall not include human or animal excrements.

'Representative' shall mean any person or entity listed in the Sedgwick County, Kansas appraiser's office or treasurer's office for the purpose of paying taxes; a registered agent with the Kansas Secretary of State's office for corporate or partnership ownership; an agent or manager directed by the property owner, estate, or court order to represent the

interests of the property or to otherwise control activities on the real property; or a corporate officer.

‘Residential bulky waste’ means items of solid waste normally produced by persons in their dwellings or on their dwelling premises that are too large or too heavy to be placed in a thirty to thirty-five gallon container and includes household appliances, furniture, plumbing fixtures, playground equipment, yard appliances and equipment and similar materials but does not include vehicle major component parts, hazardous waste, demolition and construction waste or tree waste.

‘Rodents’ means the so-called domestic rats, *Rattus norvegicus*, and r*attus rattus*, and domestic mice, *Mus musculus* and wild native rodents associated with the transmission of disease or causing nuisance to man or other animals.

'Safe and Sanitary' for purposes of this chapter shall mean free from conditions that are dangerous or could cause injury and free from elements such as filth or bacteria that endanger health.

‘Salvage material’ means materials of some value that are obtained from the disassembly of various kinds of machinery, mechanical appliance, and/or the demolition of building or structures.

‘Single-family dwelling’ means a structure containing one dwelling unit.

‘Solid waste collector’ means any governmental agency or any person collecting, transporting and disposing of a solid waste, subject to the conditions of this chapter.

‘Storage’ means the keeping outside of an enclosed building for more than seventy-two consecutive hours.

’Street’ or ‘highway’ means the entire width between property lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic. Where the word 'highway' or the word 'street' is used in this title, it means street, avenue, boulevard, thoroughfare, traffic way, alley and any other public way for vehicular travel by whatever name unless the context clearly indicates otherwise.

‘Tenant’ shall mean any person who has a severable or non-severable interest in the real property either by oral or written lease or covenant, or by other methods of conveying a limited interest in such lands; or any person who occupies or has possession of such real property.

‘Tree waste’ means all tree or shrub waste including tree stumps, but does not include leaves, tree trimmings or branches tied in bundles not more than four feet in length and not more than eighteen inches in diameter placed beside the solid waste storage containers, vegetation pruning or wood chips placed in such container, fireplace wood or other wood fuel.

‘Unsecured structure’ means:

Any building or structure, including but not limited to vacant houses or other residential structures, garages, sheds, barns, tool houses and vacant commercial structures that are:

(1) Readily open to entry by unauthorized persons without the consent of the owner or agent of the owner; or

(2) Inhabited, occupied or used without the consent of the owner or agent of the owner.

‘Vehicle’ means any automobile, truck, tractor, farm machinery, motorcycle, motorized bicycle or other device designed of used for transportation of persons or property which, as originally built, contained an engine, regardless of whether it contains an engine at any other time.

‘Visible’ means that the shape of a vehicle is recognizable as a vehicle even if it is covered.

‘Weeds’ are those plants defined as "noxious weeds" in K.S.A. 2-1314 and amendments thereto.”

SECTION 4. Section 8.01.052 of the Code of the City of Wichita, Kansas, shall read as follows:

‘**Responsibility to Abate Nuisances.** (a) It is unlawful for any property owner, representative, tenant or other such person with control, occupancy, or possession of real property to allow or maintain a

nuisance, as defined by this code, on any lot or parcel within the City, including sidewalks, alleys, easements and right-of-way.

(b) The property owner, representative, tenant, or other such person with control, occupancy, or possession of real property shall be responsible for the abatement of any nuisance."

SECTION 5. Section 8.01.055 of the Code of the City of Wichita, Kansas, shall read as follows:

"Nuisances. It is unlawful to maintain or to permit to exist any nuisance as herein described. Every successor owner of property who, after proper notice of such nuisance, neglects to abate a continuing nuisance caused by a former owner or occupant, shall be responsible for such nuisance as provided for by this chapter. The following conditions or materials are declared to be injurious to the health and well being of citizens of the city and are declared to be nuisances together with those conditions not herein enumerated by coming under the definition of nuisance as described in Section 8.01.050.

(1) Open basement structures, excavations, storm cellars, or other excavations that create hazards to any persons, collect water or produce mosquitoes except those excavations authorized by a current building permit and those excavations in use as part of occupied premises if maintained with adequate drainage and fencing consisting of material recognized for the

purpose and having openings not larger than two inches in the least dimension;

(2) Growth of weeds, vines or unwanted, uncultivated, or unkempt vegetation that are over twelve inches in length or height on any premises and in streets and alleys in front of and abutting on any premises in the city;

(3) Refuse not stored or disposed of as provided for by Section 8.01.110 of the Code of the City of Wichita;

(4) Salvage material, junk, appliances or other materials on residential premises or vacant lots in residential areas except as provided for by Section 8.01.100 of the Code of the City of Wichita;

(5) Minor auxiliary or accessory buildings or structures such as privies, sheds, barns, garages, tool houses and vacant houses and commercial structures which have become so dilapidated and deteriorated as to be a potential accident hazard, rat harborage, attractive nuisance to children or to be offensive to the senses;

(6) Interior furniture stored, maintained or used on the exterior of a dwelling or dwelling unit which is so dilapidated and deteriorated as to be a potential accident hazard, a harborage for insects, rodents or vermin or which emits offensive odors.

(7) Dead, or diseased, or broken trees or branches thereof, which have become dangerous, or which are likely to become dangerous to the public safety, or to the occupants of or property on private premises.

(8) Unsecured structures.

(9) Inoperable or junk vehicles as prohibited by Section 8.01.140 of the Code of the City of Wichita.

(10) Tree waste, as prohibited by Section 8.01.130 of the Code of the City of Wichita."

SECTION 6. Section 8.01.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Notice to Abate.** (a) Whenever an officer, authorized to enforce violations of the provisions of this code, determines that there has been a violation of any provisions of this code, unless other notice requirements are set forth by the Code of the City of Wichita, he/she shall give notice to abate such violation to the person or persons responsible therefor, as herein provided.

(b) The notice of abatement shall state:

(1) A common or legal description of the property, or both;

(2) The nature of the violation, including relevant ordinances, with sufficient information that would reasonably

allow the recipient to determine the nature of the violation to allow for self-abatement;

(3) That the condition creating the violation shall be abated within a designated time period, not exceeding 30 days from the date of the notice, provided that an extension of one 10-day time period shall be granted if the owner or agent of the owner of the property demonstrates that due diligence is being exercised in abating the nuisance;

(4) That the recipient, upon written request, may obtain a hearing before a designated hearing officer, provided such request is received by the Superintendent of Central Inspection prior to the expiration of the designated waiting period.

(5) That failure to comply with the notice of abatement shall result in the City abating the violation with the assessment of costs made against the property or by filing for judgment against the recipient;

(6) That failure to pay such assessments within 30 days of the notice of costs shall result in the filing of a tax lien against the property; or the filing for judgment against the recipient, or both;

(7) That such violations are subject to criminal prosecution.

(c) Except as provided by subsection (d), the notice of abatement shall be served on the owner or agent of such property by certified mail, return receipt requested, or by personal service, or if the same is unoccupied and the owner is a nonresident, then by mailing a notice of certified mail, return receipt requested, to the last known address of the owner.

(d) If the owner or agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of an order sent pursuant to this Section during the preceding 24-month period, the City may provide notice of the issuance of any further orders to abate or remove a nuisance from such property in the manner provided by subsection (c) or as provided in this subsection. The City may provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail.

(e) If the notice cannot be conveniently served as set forth in Subsections (b), (c) and (d) of this section, service of the notice is to be made upon such person or persons by at least one publication in the official newspaper of the City of Wichita, such publication to contain the conditions and reasons of the notice;

(f) If the recipient of the notice of abatement makes a written request for hearing within the waiting period, then the City shall schedule a hearing within ten business days before the Superintendent of Central Inspection or a designated hearing officer. The hearing officer shall receive evidence, review the investigation, and prepare a written order. The order shall be sent by certified mail to all relevant parties within 10 days of the hearing, unless otherwise stated at the hearing, and prior to the City taking any action to abate the violation. The order shall describe the relevant facts relied upon, state the specific Code provisions being relied upon should a violation be found, and state any such other stipulations, methods of abatement, or orders as deemed necessary by the hearing officer.

(g) Any motor vehicle removed and abated from private property pursuant to this ordinance shall be disposed of as provided by K.S.A. 8-1002, *et seq.*, as amended.

(h) Owners or persons entitled to the lawful custody of impounded or abandoned motor vehicles who wish to contest the validity of the motor vehicle tow may request a hearing for such purposes, pursuant to Section 11.97.040 of the Code of the City of Wichita.

(i) If an officer authorized to enforce violations of this code, determines that a violation of this Act exists, he or she may issue a Notice to Appear in Municipal Court for such violation. No other procedures or notice are required as a prerequisite to the issuance of a Notice to Appear."

SECTION 7. Section 8.01.065 of the Code of the City of Wichita, Kansas, shall read as follows:

"**Abatement of Nuisance by City; Notice of Costs; Assessment and Collection.** (a) If the recipient of the notice of abatement fails to comply with the notice within the period of time designated in the notice, or fails to comply with the notice after a hearing on the matter, then the City may go onto the property to abate the violation in a reasonable manner. The City shall not be responsible for damage to property due to reasonable methods of gaining entrance onto the property or for damages to property in the reasonable exercise of its duty to the public to abate the violations. The City may use its own employees or contract for services to abate the violations of the Code.

(b) If the City takes action to abate the violation, it shall provide a Notice of Costs to the property owner, representative, or tenant. The Notice of Costs shall be delivered by certified mail, return receipt requested, at the last known mailing address; or if the property is vacant or unoccupied, the Notice of Costs shall also be posted on the property in a reasonable manner. The recipient shall have 30 days from the date of the Notice to make full payment. The Notice of Cost shall state:

(1) The common or legal description of the property, or both;

(2) The nature of the violation, including relevant ordinances;

(3) The nature of the work performed to abate the violation;

(4) The costs incurred for the abatement of the violations in either a lump sum or in itemized form;

(5) That the notice is a demand for payment within 30 days from the date of notice;

(6) That failure to pay the entire amount within 30 days shall allow the City to file a tax lien against the property or to pursue litigation for the recovery of the costs, or both;

(7) That such additional remedies to recover costs shall include additional amounts including additional administrative costs, attorneys' fees when applicable, and interest;

(8) That payment shall be made by check or money order made payable to the City of Wichita, Kansas, with no post-dating of the check, and sent to the address as stated within the notice with a written indication of the purpose for the payment and the address of the property where the violations occurred. Partial payments will not be accepted and shall be considered as non-payments.

(c) If the payment of costs is not made within the 30-day period, the City may levy a special assessment for such costs against the lot or piece of land. The City Clerk at the time of certifying other City taxes to the County Clerk shall certify the aforesaid costs, and the County

Clerk shall extend the same on the tax roll of the county against the lot or parcel of ground, and it shall be collected by the county treasurer and paid to the City as other City taxes are collected and paid. Provided further, the City may collect the costs in the manner provided at K.S.A. 12-1,115, as amended, by bringing an action in the appropriate court as a personal debt. The City may pursue both assessment and collection at the same time until the full cost, including applicable interests, court costs, attorneys' fees, and administrative costs have been paid in full."

SECTION 8. Section 8.01.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Insects, rodents and other vermin.** (a) Every owner or tenant of a single-family dwelling shall be responsible for the extermination of any insects or rodents, other vermin therein or on the premises. Wherever two or more units are in the same building, the owner or operator of the building shall be responsible for such extermination. If the infestation is caused primarily by improper housekeeping, it shall be the joint responsibility of the owner and occupants to effect such extermination.

(b) All buildings shall be maintained free of conditions that encourage or permit any necessary breeding of insects that are annoying or dangerous to residents of the city. Exterior windows and doors used for ventilation of all dwellings shall be screened in a manner adequate to exclude insects."

SECTION 9. Section 8.01.130 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Weeds or Other Vegetation as a Nuisance.** (a) Unless authorized by the Director of Environmental Services pursuant to Section 7.40.060(c) of the Code of the City of Wichita, uncultivated or unkept grass, weeds, vines or other vegetation over twelve inches in height or length upon any lot or piece of land or upon the streets and alleys in front of and abutting is unlawful for the owner of any such lot or piece of land to permit uncultivated or unkept grass, weeds or other vegetation in excess of twelve inches in height or length to exist and remain on said owner's land or upon the streets and alleys in front of and abutting upon any such lot or piece of land owned by said owner.

(b) Upon a determination by any officer authorized to enforce the provisions of this title, that a nuisance such as is described in subsection (a) of this section exists and such nuisance has not been abated following a notice of violation pursuant to Section 8.01.060, such officer shall proceed to abate the nuisance.

(c) In lieu of giving notice as provided by Section 8.01.060 of the Code of the City of Wichita, the officer authorized to enforce this code, for the initial notice or any subsequent notice, may send a one-time yearly written notification by mail or personal service. Such notice shall include the same information required above. In addition, such notice shall include a statement that no further notice shall be given prior to removal

of weeds. If such a one-time notice is sent pursuant to this subsection, no additional notices are required to be sent prior to removal of weeds for one calendar year from the date of that notice."

SECTION 10. Section 8.01.135 of the Code of the City of Wichita, Kansas, shall read as follows:

"Public notice of act. The city clerk shall cause a general public notice to be placed in the official city newspaper once each year during the month of April. The notice shall read substantially as follows:

PUBLIC NOTICE

CITY OF WICHITA, KANSAS

WEED AND VEGETATION ENFORCEMENT

Notice is hereby given to all property owners, representatives and tenants of property located within the city limits of Wichita, Kansas, that it is unlawful to allow the excessive growth of weeds, grass, and uncultivated plants. Excessive growth means more than twelve inches in height. Violators will be subject to prosecution and assessment of costs for abatement of such violations. The weeds abatement ordinances are located in. Chapters 7.40 and 8.01 of the Wichita Municipal Code. Members of the public are welcome to review these laws during regular business hours at the Wichita City Hall, 455 N. Main, Wichita, Kansas."

SECTION 11. Section 8.01.175 of the Code of the City of Wichita, Kansas, shall read as follows:

"**Hearings--Right of person aggrieved by service of abatement notices.**

(a) Any person affected by any notice which has been issued in connection with the abatement of any nuisance as defined by this chapter, or of any rule or regulation adopted pursuant thereto, who is aggrieved thereby, and who believes the same to be contrary to the policies or regulations of the city, may request and shall be granted an informal hearing on the matter before the Superintendent of Central Inspection or his designated representative; provided that such person shall file in the office of the Superintendent of Central Inspection a written petition requesting such informal hearing and setting forth a brief statement of the grounds therefor, within ten days after the day notice was served. Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the order of abatement. Upon receipt of such petition, the Superintendent of Central Inspection shall set a time and place for such informal hearing and shall give the petitioner written notice thereof. At such informal hearing, the petitioner shall be given an opportunity to be heard and to show why such notice should be modified or withdrawn. The informal hearing shall be commenced not later than ten days after the day on which the petition was filed; provided that upon application of the petitioner, the Superintendent of Central Inspection or

his/her designee may postpone the date of the informal hearing for a reasonable time beyond such ten day period, if in his/her judgment the petitioner has submitted a good and sufficient reason for such postponement.

(b) After such informal hearing as provided for in subsection (a), the Superintendent of Central Inspection or his designated representative may sustain, modify or withdraw the notice, depending upon his findings as to whether the provisions of this chapter and of the rules and regulations adopted pursuant thereto have been complied with. If the health officer or his designated representative sustains or modifies such notice, it shall be deemed to be an order.

(c) Any person affected by a determination of the Superintendent of Central Inspection may appeal such determination to the municipal court. Such appeal shall be taken within ten days of the issuance of the order by the health officer.

(d) An appeal to the municipal court shall be a *de novo* administrative hearing from which further appeal may be taken to the district court."

SECTION 12. Section 8.01.180 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Violation is a misdemeanor.** Any person who shall be convicted in the municipal court of violating any provisions of this chapter, except Section 8.40.043, shall be deemed guilty of a misdemeanor and shall be punished by the following:

(1) Upon a first conviction, a fine of not more than one thousand dollars;

(2) Upon a second conviction, a fine of not less than one hundred dollars nor more than one thousand dollars;

(3) Upon a third or subsequent conviction, a fine of not less than two hundred fifty dollars nor more than one thousand dollars;

In addition to the preceding fines such person may be punished by a term of imprisonment which shall not exceed twelve months, or by both such fines and imprisonment.

The imposition of the fines established herein shall be mandatory and the court shall not waive, remit, suspend, parole or otherwise excuse the payment thereof except that the court may order that the defendant perform community service specified by the court but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial condition as required by Section 1.04.210(e) and amendments thereto, and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed herein.

For the purposes of determining whether a conviction is a first or subsequent conviction in sentencing under this section:

(1) conviction includes being convicted of a violation of this section, and it is irrelevant whether an offense occurred before or after conviction for a previous offense.

(2) conviction includes being convicted of a violation of this chapter or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section;

(3) any convictions occurring during the three years prior to the date of the occurrence shall be taken into account when determining the sentence to be imposed.

Each day that any violation to this chapter occurs, it shall constitute a separate offense and shall be punishable hereinafter as a separate violation. Provided, however, that if upon trial of any person found guilty of a misdemeanor herein under it shall appear to the court that the nuisance complained of as proscribed in this chapter is continuing, the court shall enter such order as it shall deem appropriate to cause the nuisance to be abated."

SECTION 13. The originals of Sections 8.01.010, 8.01.040, 8.01.050, 8.01.060, 8.01.070, 8.01.080, 8.01.090, 8.01.130, 8.01.150, 8.01.160, 8.01.170 and 8.01.180 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 14. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Neighborhood Nuisance Enforcement Code Amendments
Chapter 8.01 of the Code of the City of Wichita

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: It is recommended that the City Council approve first reading of the ordinance.

Background: The City Council's approved 2008/2009 budget authorized the transfer of certain Environmental Service Department staff, budget and private property code enforcement responsibilities to the Office of Central Inspection (abandoned or junk cars, tall grass and weeds, bulky waste/debris, scattered trash and residential trash collection service), beginning in 2008. Over the past several months, OCI staff has worked closely with Law, Environmental Services, Police and Municipal Court staff to review pertinent City Codes, processes and procedures, and to develop recommended ordinance amendments. The proposed Chapter 8.01 amendments will help ensure a smooth transition of neighborhood code enforcement responsibilities from the Environmental Services Department to the Office of Central Inspection (from initial notice, to abatement, through Neighborhood Court). The amended ordinances will also facilitate more effective neighborhood code enforcement.

Analysis: Most of the proposed Chapter 8.01 *Neighborhood Nuisance Enforcement Code* amendments are required as a result of the recently approved transfer of various neighborhood code enforcement responsibilities and services from the Environmental Services Department to the Office of Central Inspection. However, several of the proposed amendments implement new regulations that are not required by the service transfer.

Chapter 8.01 amendments are necessary in order to:

- delineate the new and/or revised code enforcement responsibilities (and authority) for the Office of Central Inspection;
- clarify or add definitions required to ensure legally defensible and effective enforcement of the Office of Central Inspection's new or revised neighborhood code responsibilities;
- set forth minimum required property owner and/or tenant notice procedures and content for new or revised Office of Central Inspection code enforcement duties; and
- specify private property abatement procedures and appeal (hearing) processes to be used by the Office of Central Inspection in enforcement of new or revised code enforcement responsibilities.

Proposed Title 8.01 amendments **not** required by the transfer of services include: (1) higher *maximum* Municipal Court fines; and (2) imposition of required *minimum* Municipal Court fines for repeat offenders. The maximum allowed fine would be increased from $500 to $1,000. Escalating minimum fines for repeat offenders found guilty in Municipal Court more than once within any three-year period would be required, as follows:

- upon a first conviction, a fine of not more than one thousand dollars;

- upon a second conviction, a fine of not less than one hundred dollars nor more than one thousand dollars;
- upon a third or subsequent conviction, a fine of not less than two hundred fifty dollars nor more than one thousand dollars.

The proposed Chapter 8.01 fine schedules are similar to those adopted in December 2006 for the Minimum Housing Code (Title 20.04) as part of the StopBlight Program (although maximum and minimum fine levels proposed for Chapter 8.01 are lower).

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: Continued Revitalization of the Core Area and Neighborhoods.

Financial Considerations: There are no costs to the City associated with adoption of the amended ordinance.

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

Recommendations/Actions: It is recommended that the City Council approve first reading of the ordinance amending Chapter 8.01 of the Code of the City of Wichita

Attachment: Copy of delineated Chapter 8.01 amendments.

First Published in The Wichita Eagle on _____

DELINEATED 01/28/2008

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 5.37.060 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GRAFFITI AND REPEALING THE ORIGINALS OF SAID SECTIONS.

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

Section 1. Section 5.37.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Notice--Form.** Whenever any city employee authorized to enforce this chapter finds graffiti on any property within the city which can be seen by any person using any public right-of-way, such authorized employee shall cause a notice to remove graffiti to be served upon the owner, as shown in the current files of the real estate division of the county clerk's office.

The notice shall ~~be in substantially~~ state the following ~~form~~:

~~NOTICE TO REMOVE GRAFFITI~~

~~TO _____, as owner:~~

~~Pursuant to the provisions of Chapter 5.37 of the Code of the City of Wichita, Kansas, you are hereby notified to remove from _____ _____~~

~~(Description of property)~~

~~AKA _____~~

~~Address~~

~~All graffiti as defined in the Code of the City of Wichita within seven (7) days from the date of this notice.~~

~~* _____ (check if applicable) Action has already been taken by the City to temporarily obliterate this graffiti, but the same must be permanently removed within seven (7) days from the date of this notice.~~

~~If all graffiti is not permanently removed from the above described property within seven (7) days from the date of this notice, the City will cause it to be removed and the charges for removal shall become a personal obligation and a lien upon your property.~~

~~If you intend to remove such graffiti yourself, you are required to obtain from the City a certificate stating that the graffiti has been satisfactorily removed; otherwise if the City is dissatisfied with the manner in which the work has been done, the graffiti will be further removed at your expense.~~

~~If you object to the removal of the graffiti from your premises, you may appeal to the Superintendent of the office of Central Inspection by filing a written notice of appeal in the Office of Central Inspection on the 7th floor of City Hall, 455 N. Main, Wichita, Kansas. Such written notice must be filed within five (5) days from the date of this notice. Failure to appeal shall be construed as your acceptance of the determination by the City's authorized employee and any and all remedies provided by the Code of the City of Wichita.~~

~~Dated: _____~~

~~Office of Central Inspection~~

~~City of Wichita~~

1. The property owner has seven days from the date of the notice to remove the graffiti.

2. If the graffiti is not removed from the property within the seven-day period, the City will remove the graffiti.

3. Any costs associated with removing the graffiti will be the personal obligation of the property owner and a lien will be placed on the property for all costs associated with the clean-up.

4. If the owner removes the graffiti, they must obtain a certificate from the Superintendent of Central Inspection of his/her designee that the graffiti has been satisfactorily removed.

5. If the owner fails to obtain a certificate of compliance, any additional expenses incurred by the City will be assessed against the property owner.

6. The property owner has the right to appeal the graffiti notice to the Superintendent of Central Inspection.

7. An appeal may be taken by filing a written Notice of Appeal with the Office of Central Inspection. The Notice of Appeal must be filed within five days from the date of the graffiti notice.

8. Failure to appeal will waive any objection to the City's proposed action and authorize the City to remove the graffiti from the owner's property."

SECTION 2. The original of Section 5.37.060 of the Code of the City of Wichita, Kansas, is hereby repealed.

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

02/06/2008

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 5.37.060 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GRAFFITI AND REPEALING THE ORIGINALS OF SAID SECTIONS.

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

Section 1. Section 5.37.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Notice--Form.** Whenever any city employee authorized to enforce this chapter finds graffiti on any property within the city which can be seen by any person using any public right-of-way, such authorized employee shall cause a notice to remove graffiti to be served upon the owner, as shown in the current files of the real estate division of the county clerk's office.

The notice shall state the following:

1. The property owner has seven days from the date of the notice to remove the graffiti.

2. If the graffiti is not removed from the property within the seven-day period, the City will remove the graffiti.

3. Any costs associated with removing the graffiti will be the personal obligation of the property owner and a lien will be placed on the property for all costs associated with the clean-up.

4. If the owner removes the graffiti, they must obtain a certificate from the Superintendent of Central Inspection of his/her designee that the graffiti has been satisfactorily removed.

5. If the owner fails to obtain a certificate of compliance, any additional expenses incurred by the City will be assessed against the property owner.

6. The property owner has the right to appeal the graffiti notice to the Superintendent of Central Inspection.

7. An appeal may be taken by filing a written Notice of Appeal with the Office of Central Inspection. The Notice of Appeal must be filed within five days from the date of the graffiti notice.

8. Failure to appeal will waive any objection to the City's proposed action and authorize the City to remove the graffiti from the owner's property."

SECTION 2. The original of Section 5.37.060 of the Code of the City of Wichita, Kansas, is hereby repealed.

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

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Graffiti Ordinance Code Amendments
Chapter 5.37 of the Code of the City of Wichita

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: It is recommended that the City Council approve first reading of the ordinance.

Background: Over the past several months, OCI staff has worked closely with Law, Environmental Services, Police and Municipal Court staff to review pertinent City Codes, policies and procedures that may be affected by the Council's approved transfer of certain Environmental Service Department personnel, funding and neighborhood nuisance code enforcement responsibilities to the Office of Central Inspection (abandoned or junk cars, tall grass and weeds, bulky waste/debris, scattered trash and residential trash collection service). The transfer was authorized with the Council approval of the City's 2008/2009 budget.

The Graffiti Ordinance (Chapter 5.37 of the Code of the City of Wichita) was one of the ordinances reviewed during this process. Although no changes to the Graffiti Ordinance are required as a result of the budget-authorized service transfer, staff saw a need to modify the property owner notice requirements, as currently set forth in the ordinance.

Analysis: The proposed amendment to Chapter 5.37 eliminates the highly specific format and wording of the required notice to property owners. Instead of requiring a notice in an exact format, the proposed amendments set forth notice requirements in more general terms. The amended ordinance will allow the Office of Central Inspection to revise the required notice to be more friendly, informative and useful to notice recipients.

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: Continued Revitalization of the Core Area and Neighborhoods.

Financial Considerations: There are no costs to the City associated with adoption of the amended ordinance.

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

Recommendations/Actions: It is recommended that the City Council approve first reading of the ordinance amending Chapter 5.37 of the Code of the City of Wichita

Attachment: Copy of delineated Chapter 5.37 amendments.

Agenda Item No. 34.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Traffic Ordinance Amendments (parking enforcement authority)
Chapter 11.52.035 of the Code of the City of Wichita

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: It is recommended that the City Council approve first reading of the ordinance.

Background: Over the past several months, OCI staff has worked closely with Law, Environmental Services, Police and Municipal Court staff to review pertinent City Codes, policies and procedures that may be affected by the Council's approved transfer of certain Environmental Service Department personnel, funding and neighborhood nuisance code enforcement responsibilities to the Office of Central Inspection (abandoned or junk cars, tall grass and weeds, bulky waste/debris, scattered trash and residential trash collection service). The transfer was authorized with the Council's approval of the City's 2008/2009 budget.

The Traffic Ordinance section pertaining to illegal parking (Chapter 11.52 of the Code of the City of Wichita) was one of the ordinances reviewed during this process. Although no changes to Chapter 11.52 are required as a result of the budget-authorized neighborhood code enforcent service transfer, staff saw a need to modify Chapter 11.52 to more clearly establish authority of Office of Central Inspection personnel to enforce various parking requirements of the ordinance.

Analysis: The proposed creation of Section 11.52.035 clarifies authority of OCI inspectors (in addition to law enforcement officers) to issue notices and/or citations for certain parking violations, as currently outlined in existing City Code Sections 11.52.020(4) and 11.52.030, including:

- Parking of vehicles on or across public sidewalk areas;
- Illegal parking of vehicles in front yards and street side yards, and/or on un-surfaced areas (per Unified Zoning Code requirements); and

The newly created Chapter 11.52.035 provisions provide for more efficient and effective City enforcement of these parking violations, and help ensure enforcibility of these parking ordinance provisions by Offfice of Central Inspection staff.

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: Continued Revitalization of the Core Area and Neighborhoods.

Financial Considerations: There are no City costs associated with adoption of the amended ordinance.

Legal Considerations: The ordinances have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve first reading of the ordinance creating Chapter 11.52.035 of the Code of the City of Wichita

Attachment: Copy of proposed Chapter 11.52.035.

First Published in The Wichita Eagle on _____

03/04/2008

ORDINANCE NO._____

AN ORDINANCE CREATING SECTION 11.52.035 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO UNLAWFUL PARKING.

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

Section 1. Section 11.52.035 of the Code of the City of Wichita, Kansas, shall read as follows:

"**Enforcement of Sections 11.52.020(4) and 11.52.030.** In addition to law enforcement officers, the Office of Central Inspection of the City of Wichita, and the authorized representatives of such department shall be responsible for the enforcement of Sections 11.52.020(4) and 11.52.030 of the Code of the City of Wichita."

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No.35.

CITY OF WICHITA
City Council Meeting

TO: Mayor and City Council Members

SUBJECT: Reorganization of the National Baseball Congress, Inc.

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the proposed Resolution.

Background: The City of Wichita has completed the transaction in which it purchased all of the 7000 outstanding shares of the National Baseball Congress, Inc. held by the R.E Rich Family Holding Corporation. This purchase secures for Wichita the annual hosting of the National Baseball Congress, Inc. tournament, which is of economic, cultural and historical importance to the community. The corporate structure of the prior owner was used to obtain the benefits of protection from individual liability and the availability of fractional ownership interests by sale of shares in the corporation. These corporate powers are irrelevant to the City.

Analysis: The corporate business form requires any owner to adhere to statutory requirements for annual reports, meetings of directors and shareholders and filings with the Secretary of State, with accompanying fees. The information generated duplicates activities that are undertaken by city staff as a matter of course. The safeguards in place for shareholders are immaterial, as the City will be both the sole owner of these assets and will monitor their use and operation under a management contract.

Financial Considerations: Once completed, the dissolution of the corporation will save the expense of annual meetings, corporate filings with the State, and the associated filing fees.

Goal Impact: Effective management of this asset, insuring promotion and operation of Wichita's signature national amateur baseball tournament promotes the goal of Quality of Life, and the benefits it brings to local businesses enhance the goal of Economic Vitality.

Legal Consideration: The Law Department has drafted this proposed resolution, and will participate directly in the corporate filings and subsequent dissolution anticipated. The City has no need for the liability limitation offered by the corporate format, because, to the extent allowed by public policy, this is provided by the Kansas Tort Claims Act statute. It has no need for the ability to sell factional shares of the tournament assets, as it specifically made this purchase to consolidate its ownership position to equal 100%, with the stated intention never to divide its ownership.

Recommendations/Actions: Approve the proposed resolution to authorize the appropriate corporate activity and filings.

Attachment: Proposed Resolution.

Agenda Item No. 36.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Lease agreement for Lawrence-Dumont Stadium (District IV).

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Lease Agreement.

Background: On August 7, 2007, the City Council unanimously selected WB, LLC as the Preferred Operator for professional baseball at Lawrence-Dumont Stadium and directed staff to negotiate a lease agreement for the stadium and the National Baseball Congress.

Analysis: Staff has negotiated a lease agreement for Lawrence-Dumont Stadium and the National Baseball Congress (NBC) with WB LLC. The fifteen year lease provides for a professional baseball team that will be a member of the American Association of Independent Baseball. In addition, under the terms of the lease agreement WB, LLC will operate the National Baseball Congress for the City. This arrangement for the NBC ensures operational consistency as WB, LLC has retained the key NBC tournament management staff that has operated this premier national tournament for a number of years.

Financial Considerations: The lease provides that the revenues received from the operation of Lawrence-Dumont Stadium for professional baseball will be divided in two portions. The first is that required to fund an annual Stadium Operations Budget. The second is that which will go to WB, LLC. to fund the other professional baseball related budgets of the team including: Game Day Expenses, General and Administration Expenses, Sales Expenses, Team Expenses, Advertising Expenses, Game Broadcast Expenses, and Skybox Expenses.

The revenues to be set aside to fund the annual Stadium Operations Budget are identified as follows:

Revenue Source	Percentage to Fund Operations Budget
Skybox Rentals	50%
Parking Charges	50%
Concessions Sales	4.5%
Picnic Area (Group) Sales	1.6%
Novelties Sales	10%
Advertising	10%

The annual Stadium Operations Budget for the 2008 season has been established at $256,800. Revenues in excess of that amount in the Stadium Operations Budget will come to the City. WB, LLC will submit its proposed annual Stadium Operations Budget to the City for approval each spring. In addition, the City will receive an annual lease payment of $25,000 in consideration of WB, LLC's right to operate the NBC. Revenues received by WB, LLC in conjunction with the NBC are retained by WB, LLC.

The lease agreement obligates the City to provide and maintain certain equipment required to properly operate the stadium for baseball operations and other events. Schedule A to the Lease Agreement provides the equipment schedule for the first five years of the agreement. During the first five years the annual equipment budget total is $65,700.00, $58,400.00, $30,300.00, $23,100.00, and $22,100.00 for 2008, 2009, 2010, 2011, and 20012 respectively.

Goal Impact: Continuing the presence of professional baseball and the National Baseball Congress World Series at Lawrence-Dumont Stadium will help the City ensure that the goal "Citizens are satisfied with the quality of life" is realized and supports the goal of "Continued revitalization of the core area".

Legal Considerations: The Lease Agreement has been approved as to form by the City's Law Department.

Recommendations/Actions: It is recommended that the City Council approve the lease agreement, authorize the necessary signatures, and direct staff to incorporate any budget adjustments necessary to implement the equipment schedule that is Attachment A of the lease agreement in the 2008 revised budget.

Attachments: Lease Agreement.

LEASE AGREEMENT FOR LAWRENCE DUMONT STADIUM

This lease agreement is made and entered into with an effective date of March 18, 2008, by and between the City of Wichita, a Kansas municipal corporation (Lessor) and WB, LLC, a Kansas for-profit limited liability company (Lessee).

Lessor owns and operates a property at 300 S. Sycamore in Wichita, Kansas and known as Lawrence Dumont Stadium (Stadium). The stadium is the home of the National Baseball Congress (NBC) tournament and has served as the venue for various professional baseball teams.

Lessee desires to initiate operations for an independent league professional baseball team that would begin play in the 2008 baseball season and thereafter, and desires to use Lawrence Dumont Stadium as its home venue. Lessee also desires to manage and hold the NBC tournament event, and would commit to preserving the dates as necessary so that it could be played in its current, continuous format without interruption by professional baseball games.

Lessor believes that it is an appropriate use of the Stadium to allow a professional baseball team to have nonexclusive use of the property, while maintaining ownership and control of the Stadium for other athletic and recreational events, including the NBC tournament.

In consideration of the mutual promises and covenants contained in this lease agreement, the parties agree as follows:

1. Lessor agrees to lease the Stadium to Lessee for the purposes of playing professional baseball games in its professional baseball league's regular and playoff seasons, plus dates for tryouts and practices, with additional dates each year as agreed between the parties at which Lessee may host or promote other special events at the stadium. Lessee will schedule its professional baseball games and other stadium events as necessary so that they will not interfere with the continuous format of play used at the NBC tournament.

2. Lessee agrees that Lessor may use the stadium, or any part thereof including its parking lot, for any use it sees fit on dates not previously booked by Lessee for baseball games or non-baseball events. Lessor agrees that Lessee is the stadium's primary tenant, and as such shall have the privilege of securing all days it needs for games, practices and other events before, during and after each baseball season, before any dates are offered to any other entity or used by Lessor directly.

3. As a part of this lease, Lessee shall have the exclusive use of those areas designated as administrative facilities, home baseball clubhouse, ticket windows, gift shop, etc., during the entire year throughout the term of this lease.

4. Lessor reserves the right to operate the parking area adjacent to the stadium as a parking facility open to the public on weekdays between 7 a.m. and 6 p.m., during River Festival, and at such other times as the parking area is not being used by Lessee, provided the Lessee has been given notice of Lessor's intention to use the parking area.

5. Lessee agrees to manage the NBC tournament event and conduct that tournament within Lawrence Dumont Stadium as its permanent venue. Lessee will make an annual lease payment of $27,500 by the first day of December of each calendar year of the lease period commencing in 2008. Lessee agrees to operate the National Baseball Congress and its World Series in compliance with the National Baseball Congress and World

Series Operating Plan as set out in Lessee's Proposal Dated July 13, 2007 in response to the City of Wichita Request for Proposals FP700033. Lessee agrees that it will use its best efforts in marketing, sales, coordination and event staging to maximize the appeal, participation and attendance at this annual, signature community event. Operation, costs and revenues attributable to the NBC tournament shall be included in Lessee's general operation budget, used as provided below, as the baseline from which profit-sharing between the parties shall be determined. Lessee agrees it will not move the NBC tournament to any alternate venue. Lessee agrees that it will not make any significant alteration in the current format, structure, content or characteristics of the NBC tournament without prior Lessor approval.

6. Lessee is granted exclusive rights to provide concessions at all stadium events, including food and beverage and merchandise concessions sales. Lessee will provide concessions service for all Lessor booked events at the stadium unless such concessions service for a particular event is deemed as unnecessary by the Lessor. Due to the nature of certain events which may be scheduled at the stadium other than professional baseball games, NBC tournament games or similar events, the Lessor reserves the right to prohibit beer sales by Lessee at such events.

7. Lessee shall comply with all sanitation and health laws, ordinances, rules and regulations which may now or hereinafter be in force and effect, and shall obtain any licenses or permits necessary to conduct concession sales. Lessee shall be responsible for payment from concession proceeds of all sales taxes, and any other taxes and fees as may result from concession sales at the stadium.

8. Lessee is granted the exclusive right to market and sell advertising (including, but not limited to signage as further set forth below, promotional, and broadcast) packages on and tickets for admissions to all stadium events not directly booked by Lessor.

9. Lessee agrees that it will not promote the use of cigarettes or tobacco products in the advertising that it accepts, whether for marketing purposes or at the stadium site.

10. Lessee agrees that the signage and other advertising on site at the stadium will be directed inward toward the stadium, and that its on-site signage and other advertising will comply with in all aspects with the City of Wichita's ordinances, including restrictions relating to signs and the river corridor. Lessee shall have authority to grant naming rights to the playing field of Lawrence Dumont Stadium co-extensive with the term of the lease and subject to the approval of the name by Lessor. Lessor's approval shall not be unreasonably withheld.

11. This lease shall be in effect for a term commencing on March 18, 2008, and ending on March 17, 2023. Either party may terminate this agreement for cause, as set out below, or for convenience. Notice for convenience shall be effective on October 1 of the calendar year following the year in which the notice is delivered and in no case shall the effective date for notice for convenience be effective prior to October 1, 2010. In addition, Lessor agrees not to utilize termination for convenience for the purpose of placing any professional baseball franchise at the Lawrence-Dumont Stadium site. At the conclusion of the lease term, Lessee agrees to peacefully quit and peacefully vacate the premises within two weeks after the last scheduled baseball game of the final, full season encompassed within the contract term. Upon vacating the stadium, the parking lot and all

aspects of the property shall be in as good a condition as it was at the beginning of this lease, reasonable wear and tear excepted.

12. Lessee shall provide concession equipment, office equipment, ticketing equipment, scoreboard, video equipment and all necessary sporting goods and equipment for operation of the stadium and Lessee's baseball team.

13. Lessor shall provide all equipment necessary to maintain the stadium facility, i.e., mowers, trimmers, blowers, etc. necessary to maintain the stadium facility. This maintenance equipment supplied by Lessor as set out in attached schedule A. That schedule will include a five-year replacement timetable, with dollar costs attributable to each year's expenditures. The annual total dollar amount established for this schedule for each year will not be exceeded, but Lessee will be allowed to propose changes in equipment maintenance or acquisition to meet its actual needs. At the completion of the third-year in the five-year replacement schedule, an amended five-year schedule will be proposed, and serve as the basis for operations going forward. This process shall continue through the life of the agreement term. Lessor shall be responsible for all maintenance of equipment it provides, whether listed on schedule A.

14. Lessor shall not be obligated to make any renovations or improvements to the stadium for the 2008 season. Lessor may elect to replace the windows in the press box area prior to the 2008 season. During the 2008 season, Lessee will develop, at its cost, a listing of proposed capital improvements and renovations it would desire to see at the stadium. Lessor and Lessee will address this list and negotiate a schedule of improvements to the stadium and a mechanism for payment of the same.

15. No later than March 1 of each year, Lessee will provide to Lessor its intended budget to meet its obligations under this agreement. Such budget will include an agreed a method to allocate expenses between Lessee's baseball and other commercial activities that utilize the stadium, parking lot and other property leased herein (baseball activities) and the Lessee's commercial activities relating to its hockey team. After the first year of operation, this submittal will include the actual expenses for each line item from the prior year as available. Lessor shall review the proposed budget, and the parties will jointly establish the dollar amount for the overhead costs applicable for the upcoming baseball season. Until cumulative gross revenue exceeds the agreed overhead cost figure, Lessee shall retain all stadium revenues. Cumulative gross revenue shall include all income from any commercial activity conducted at the Stadium, parking lot or property, except for activity related to the Lessee’s hockey team. Once stadium revenues exceed the agreed overhead cost figure, Lessor shall receive the following percentages of all subsequent stadium revenues: skybox rentals 50%, parking 50%, concessions 4.5%, concessions -- picnic area 1.6%, novelties 10%, all advertising 10%. Lessee shall pay to Lessor the revenues due to it from Lessee's baseball activities defined above in this section within 60 days after the close of Lessee's accounting year.

16. Lessee shall be responsible for all routine, operational maintenance and cleaning of all areas within and outside the stadium, the grounds, and parking lot, to the boundaries of the leased property on which the stadium and parking lot stand. Lessor shall be responsible for landscape maintenance outside of the stadium to the boundary of the leased property. Lessor shall be responsible for structural and building systems maintenance. Lessor shall be responsible for all landscape maintenance outside of the stadium. Both Lessor and Lessee will accomplish these maintenance tasks in a good and workmanlike manner so that in all respects the facility is in a state suitable for the

exhibition of professional baseball games. By way of illustration only, examples of this division of responsibility would be: a Lessee is responsible for cleaning toilets and restrooms, while Lessor is responsible for maintaining the plumbing system; Lessee is responsible for irrigation, fertilization, and grooming of the playing field, while Lessor is responsible only for maintenance of the equipment used for this purpose; Lessee is responsible for refuges and debris removal from the parking lot, while Lessor is responsible for resealing and restriping the parking lot as necessary.

17. Field lighting improvements need to be accomplished in order to appropriately transition from approved levels of infield lighting to approved levels of outfield lighting. Lessor has requested a contractor to present a proposal for this purpose, to installation and maintenance of field lighting on a multi-year basis. Lessor will negotiate for this service and provide an appropriate lighting system and lighting system maintenance as part of its structural maintenance obligation.

18. All utilities and utility services used by Lessee at the stadium shall be contracted for and paid for by Lessee. These utility expenses shall be included in the operational budget provided for above.

19. Lessee is responsible for providing all staff necessary for game operations. This includes, but is not limited to ushers, necessary security personnel, ticket sellers, ticket takers, scorekeepers, public address announcers, bat boys and/or girls, ball boys and/or girls, locker room attendants, trainers, players, managers, coaches and field upkeep personnel necessary during the game. Lessee shall be obligated to control driver behavior as necessary to prevent damage to the playing field by spectators attending events at the stadium. Lessee will be responsible for repair of any damage to the playing field, facilities and equipment arising from negligence by Lessee's employees, agents, vendors and permittees, including players and spectators. Lessee shall provide at its own cost security at the stadium to provide 24 hour protection and ensure that security personnel is on the premises to the extent necessary and reasonable to maintain order and to protect the players, officials, and attendees at any sponsored event.

20. Lessee shall protect, indemnify and save harmless Lessor from and against any and all losses, damages and claims for personal injury, property damage or otherwise which may be incurred by the Lessor or asserted against it arising out of the use and occupancy of the stadium, grounds or parking lot by the tenant, its employees, agents, permitted vendors and invitees, including players and fans, arising in any manner out of a breach or default in the performance of this lease by Lessee, or by any intentional or negligent action taken by Lessee, its employees, agents and permitted vendors and invitees, including players and fans. Lessor shall protect, indemnify and save harmless Lessee from and against any and all losses, damages and claims for personal injury, property damage or otherwise which may be incurred by the Lessee or asserted against therein arising out the Lessor's breach or default in the performance of this lease, including, but not limited to Lessor's obligation to make major repairs to the stadium and to perform maintenance obligations therein stated.

21. Lessee shall, at its own expense, procure and at all times during the term of this lease and any extension, thereof, maintain insurance with the one or more companies permitted to do business in the state of Kansas, as follows: a. Workers compensation and disability benefits insurance sufficient to protect both Lessor and Lessee from any and all claims under the workers compensation statutes for the state of Kansas. b. Employer's liability insurance, not less than $100,000 per incident. c. Comprehensive general liability

insurance including bodily injury and property damage coverage which shall name the Lessor as an additional insured and shall have limits of not less than $1 million for injuries to or death of one person and $2 million for injuries to or death of more than one person in any one accident, and $2 million aggregate for property damage resulting from any one occurrence. Such insurance shall include broad form contractual liability insurance, products and completed operations liability insurance and elevator liability insurance. Such policies shall specifically include coverage for injuries to spectators or employees resulting from the actions of players or other spectators, including pitched or hit balls. All the insurance policies and certificates of renewal covering such policies in effect shall be subject to the approval of Lessor. Copies of all such policies shall be filed with the Lessor and shall be endorsed to require the insurer to furnish Lessor 30 days prior written notice of any cancellation or of any material changes in such policies. Lessee may, at its own expense, carrying such other insurance in its own name as it deems desirable.

22. Lessor, its employees and agents shall have, at all reasonable times during the term of this lease, the right to enter into and upon any and all parts of the stadium, parking lot and the property upon which they stand upon reasonable notice to Lessee. This right of entry shall be allowed for any legitimate reason related to obligations of the parties under this lease agreement.

23. In the event that the stadium or any part thereof is taken in condemnation proceedings or by any right of eminent domain, the entire award shall be made to the Lessor, without deductions for any property interest held by the Lessee, and the Lessee shall receive no part of any such award. If such taking involves the stadium structure and/or parking area to the extent that the Lessee reasonably determines that it is unable to make use of the stadium for professional baseball games, while liability of the Lessee under this lease shall cease upon entry on the premises of the public authority instituting such eminent domain proceedings. If such taking involves only a minor portion of the premises in such a manner and to such an extent as not to unreasonably interfere with the use and occupancy granted to the Lessee as determined by the Lessor, then such partial taking shall not be deemed an eviction of the Lessee nor in any way terminate the obligation of the Lessee to make rental payments or otherwise fully observe and perform all terms and conditions of this lease. However, the parties shall renegotiate any specific provision of this lease if such partial taking removes revenues from the Lessor or the Lessee, or Lessee is deprived of any use of this facility as a result of such partial taking.

24. Lessee will not permit discrimination against any person in the use or occupancy of the stadium or grounds on the basis of any protected classification under state or federal law. Lessee's obligations are those included and detailed in attached Attachment A.

25. The parties agree that upon a violation of any provision of this lease, the aggrieved party may, at its option, terminate this lease by giving the breaching party not less than 30 days written notice of termination. However, if prior to expiration of that notice, the breaching party shall remedy or correct the default or breach; or in cases in which such a default takes more than 30 days to remedy, and the breaching party shall have commenced its effort to cure such defaults, and is diligently proceeding towards doing such default within 60 days, then this lease shall continue in effect as if no such default a breach has occurred.

26. Lessee shall at all times during the term of this agreement keep complete and accurate account books of all receipts received from any and all business conducted under this

agreement as well as all expenditures for utilities, routine maintenance expenses, personnel expenses and other obligations. Said books of account shall be made available, upon reasonable notice, at all reasonable hours in any business day for inspection and audit by an authorized agent or employee of Lessor. Lessee shall establish a system of accounts relating to its business in connection with the leased premises according to generally accepted accounting principles, designed, if possible, to coordinate with the budget year of Lessor. All accounting reports shall be due on May 1, July 1, September 15, and January 30 each year during the term of this agreement.

27. The parties agree that this lease, management and concession agreement may not be assigned in whole or in part, nor shall any sublease be entered into by Lessee without prior written consent of Lessor, which consent may not unreasonably be withheld. However, nothing shall limit the right of Lessee to license vendors or third-party designees for the purpose of providing additional concessions or merchandise, products and services and to provide access to those vendors or designees to areas inside or within the proximity of the stadium for the purpose of vending, selling or otherwise distributing concessions or merchandise. The provision of such services and products shall be in accordance with the terms of this agreement. Catering services shall be included within the definition of concession sales.

28. Lessee shall not permit a mechanics lien or other liens to be filed or established or to remain against the stadium for labor, materials or services furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements made to the stadium or for any other reason. However, if the Lessee shall first notify the Lessor of its intention to do so and shall deposit in escrow with Lessor a sum of money or a bond or irrevocable letter of credit reasonably acceptable to Lessor, Lessee may in good-faith contest any such claims or mechanics or other liens filed or established and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest. If, in the opinion of the Lessor, the nonpayment of any such items subjects the stadium to any loss or forfeiture, Lessor may require the Lessee to use the escrow account to promptly pay all such unpaid sums, and if the Lessee fails to pay from the escrow account, Lessor may pay and charge the Lessee for that payment.

29. The parties agree that they are acting as separate entities and that Lessee is an independent contractor leasing property from and providing services to Lessor. Irrespective of the sharing of revenues based upon operations used as the determining factor of rent, nothing herein shall be construed or interpreted as creating a partnership, joint venture, or any other mutual relationship between Lessor and Lessee. Each party is responsible for its own separate debts, obligations, and liabilities. Neither has the authority to contract or obligate the other.

30. Any rights and remedies reserved by the parties in this lease and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Each party shall be entitled to injunctive or other equitable relief for any breach or threatened breach of any provisions of this lease, notwithstanding the availability of an adequate remedy at law.

31. The provisions of this agreement shall be severable, and if any provision of it shall be judged by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be construed as severable and such judgment shall not affect or invalidate the remainder of this lease, which shall continue in full force and effect.

This lease agreement is executed between the parties this 18th day of March, 2008 by representatives with full authority to accomplish the same, effective as of the first date written above.

ATTEST:

_____
Karen Sublett
City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

CITY OF WICHITA, KANSAS

_____
Ed Flentje, Interim City Manager

WB, LLC

By_____
Chris Presson, President of WB,LLC

LAWRENCE DUMONT STADIUM EQUIPMENT REPLACEMENT SCHEDULE

EQUIPMENT NAME	PRICE OF UNIT	2008	2009	2010	2011	2012
Utility Vehicle	$ 8,000.00			$ 8,000.00		$ 8,000.00
Outfield Turf Mower	$ 25,000.00		$ 25,000.00			
Fork Lift/Tractor	$ 20,000.00	$ 20,000.00				
Mini - Street Roller	$ 10,000.00	$ 10,000.00				
Infield Turf Sweeper	$ 17,000.00		$ 17,000.00			
Overseeder	$ 10,000.00			$ 10,000.00		
2-Wheel Trailer	$ 7,000.00			$ 7,000.00		
Walk-Behind Deck Mower	$ 5,000.00		$ 5,000.00			
Commercial Push Mower	$ 800.00			$ 2,400.00		
Back Blowers	$ 300.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00
Power Washers	$ 1,200.00	$ 6,000.00				
Heavy Duty Weed Trimmer	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00
Air Compressor	$ 500.00					$ 500.00
Full Infield Tarp	$ 8,500.00		$ 8,500.00			$ 8,500.00
Dirt Pit Tarps	$ 1,800.00	$ 1,800.00				$ 1,800.00
Commercial Washer	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Commercial Dryer	$ 900.00	$ 900.00	$ 900.00	$ 900.00	$ 900.00	$ 900.00
Refrigerator	$ 1,600.00				$ 4,800.00	
Whirlpool	$ 2,200.00				$ 4,400.00	
Hydrauculator	$ 400.00	$ 400.00				$ 400.00
Commercial Ice Machines	$ 3,500.00	$ 7,000.00			$ 7,000.00	
Fire-Hood System	$ 2,000.00				$ 4,000.00	
Picnic Tables	$ 800.00	$ 17,600.00				
TOTALS	**$ 127,900.00**	**$ 65,700.00**	**$ 58,400.00**	**$ 30,300.00**	**$ 23,100.00**	**$ 22,100.00**

NOTES:

1) For the 2008 season we will need two ice machines replaced at $3,500 per.
2) For the 2008 season we will need to replace two back pack blowers at $300 per.
3) For the 2008 season we will need to replace five power washers at $1,200 per.
4) For the 2008 season, we will need to replace twenty two old picnic tables at $800 per.

SCHEDULE A

Exhibit A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

APPLICATION FOR PARTICIPATION IN THE

FY04 ITS INTEGRATION COMPONENT

of the

ITS DEPLOYMENT PROGRAM

PROJECT DESCRIPTION

Project Identification Number and Name: VII.J.17.a

Project Location: City of Wichita, Sedgwick County, Kansas

FY04 Total to be Allocated: $ 646,186

Submitted by: City of Wichita, Kansas
Submission Date: February, 2008

Project Contact: Dennis McHugh
ITS Systems Analyst
City of Wichita, Kansas
455 North Main St.
Wichita, KS 67202
Phone:316-268-4592
Fax: 316-219-6283
dmchugh@wichita.gov

TABLE OF CONTENTS

A. EXECUTIVE SUMMARY ____ 3
B. TECHNICAL APPROACH ____ 7
1. Background ____ 7
2. Project Description ____ 8
3. Rural Projects ____ 15
4. Systems Engineering Analysis ____ 15
5. Evaluation of Benefits ____ 22
C. REPORT REQUIREMENTS & SCHEDULE ____ 25
6. Reporting Requirements ____ 25
7. Start Date ____ 25
8. Expected Completion Date ____ 25
9. Milestones and Expected Completion Date ____ 25
D. FINANCIAL PLAN ____ 26
10. Integration/Rural Infrastructure Amount: ____ 26
11. 20% Minimum Match Amount: ____ 27
12. 30% Match Amount: ____ 27

Appendix H: Checklist ____ 28

EXHIBIT A ____ 30

EXHIBIT B ____ 31

A. EXECUTIVE SUMMARY

Wichita Transit is the original recipient for the FY04 Integration Component to the ITS Deployment Program for the Wichita-Sedgwick County (W-SC) region. Based on the fact that the intention of the expenditure of these funds is to better enhance the integrative capability of the W-SC region, Wichita Transit has acquiesced the outlay of these funds to the City of Wichita IT/IS Department (City), for the usages described within this document (see EXHIBIT A). The Federal Highway Administration (FHWA), through the Kansas Department of Transportation (KDOT), shall function as the overseer on the expenditure of the earmarked fund.

The W-SC region realizes that collaboration and coordination across traditional jurisdictional and organizational boundaries are essential for meeting the current expectations of those who use and depend upon U.S. transportation systems. Nowhere is this more evident than in metropolitan areas where numerous agencies, jurisdictions and service providers are responsible for operating various aspects of the transportation system in a safe and efficient manner.

The W-SC region realizes that to maintain a safe and effective transportation system in a metropolitan area, many of these operations must now cross agency and jurisdictional boundaries to benefit those who use or depend upon a regional transportation system. W-SC believes that integration among the regional transportation operations will assist the local public-private entities to confront the demands of operating transportation systems in the current pace of growth for recurring demand and to contend with the congestion, traffic incidents and related emergencies that accompany such growth.

Following the parameters, as subscribed above, the 04 Integration funding is intended to provide a communication path which State and Regional Intelligent Transportation System (ITS) applications may utilize for transfer of their specific information. The resultant network will also provide an internal channel for the City's transfer of data from outlying facilities currently serviced by leased lines.

In answer to the growing demand upon transportation systems within the W–SC region, an Early Deployment Study was conducted for ITS in 1998. The study reviewed the transportation providers and needs of the region and identified the user services appropriate to facilitate a positive transportation benefit for the area in general. The region completed the Tier I and II stakeholder workshops in 2001. The W-SC Regional ITS Architecture was completed in early 2005, and a following ITS Architecture Use and Maintenance Workshop was completed in early 2007. As a result of the studies and documents mentioned above and the recent call for security made by the Federal agencies, in the delivery of these needed transportation services, the City of Wichita (City), Sedgwick County (County) and the Kansas Department of Transportation (KDOT) have established a joint partnership. To evidence the stability and firmness of this endeavor, Memorandums of Understanding (MOU) have been developed and signed by all three constituents.

Even though ITS applications have been implemented for several years in other state regions, there still exists a level of newness to the software involved with a transportation deployment. ITS projects are generally comprised of numerous disparate elements. The W-SC region is keenly aware that a competent integration process is essential to the success of any deployment. They are aware that the newness of such an undertaking leaves many governmental agencies, responsible for the funding of ITS projects, with little or no opportunity to gain experience in developing knowledge to a systems

integration process. They are also aware that the process for the integration of any ITS project is complex and involves numerous individual components that are often dissimilar (i.e., physical connectivity, data flows and communications protocols). Finally, the W-SC region is aware that, historically, public and private agencies have not dealt with systems integrators and that such a lack of history can lead to problems in inter-communications. Therefore, to try and avoid these potential delays in the process, the City realizes that to construct and maintain a successful systems integration will require an institutional process.

In recent years, government agencies have been at the forefront of implementing new approaches in an effort to deliver a more efficient service at a reduced cost. Many organizations involved in the areas of business, education or government, have experienced a need to accommodate a faster and reliable means of facilitating voice, video and data communications between buildings. To meet the challenge of serving and supporting large amounts of people and organizations on a limited budget, these agencies have turned to employing new technologies. One of the key technologies that have enabled government agencies to meet this challenge and operate in a more efficient manner is broadband connectivity. Broadband has enabled government agencies to quickly and efficiently share resources, provide public safety programs and enhance the overall quality of service.

In an effort to answer a demand for increased bandwidth, the City began to explore various alternative approaches which would allow it to expand the quality and range of its networked services. One obvious solution was wireless technology.

The term wireless is normally used to refer to any type of electrical or electronic operation which is accomplished without the use of a hard wired connection. Wireless communication is the transfer of information over a distance without the use of electrical conductors or wires. The distances involved may be short (a few meters as in television remote control) or very long (thousands or even millions of miles for radio communications). When the context is clear the term is often simply shortened to wireless. Wireless communications is generally considered to be a branch of telecommunications.

Demand for wireless telecommunications to support a rapid increase in interconnection of computing networks, video surveillance and telecommuting, is outpacing the build-out of most wired infrastructures. At the same time, commercial wireless technologies have been constantly maturing to the point, they have become increasingly accepted as a credible communication alternative. The demand presented by the broadband wireless market and high-frequency technologies has resulted in producing an answer to this explosive growth in the need for communications alternatives.

Wireless networking is used to meet a variety of needs. Perhaps the most common use is to connect laptop users who travel from location to location. Another common use is for mobile networks that connect via satellite. A wireless transmission method is a logical choice to network a LAN segment that must frequently change locations. The following situations justify the use of wireless technology:

- To span a distance beyond the capabilities of typical cabling;
- To avoid obstacles such as physical structures, Electromagnetic Interference (EMI), or Radio Frequency Interference (RFI);
- To provide a backup communications link in case of normal network failure;
- To link portable or temporary workstations;
- To overcome situations where normal cabling is difficult or financially impractical;

- To remotely connect mobile users or networks.

Even though wireless technology and mobile applications make sense for many municipal, county and state agencies, as well as local private enterprises, it is well recognized that getting a wireless project off the ground can be very problematic without the development of an integrative process. Many issues may present themselves, however the most obvious continues to be funding. This fact is not helped at all by the current budget crunching underway in many agencies. Costs must be assessed for the establishment of the wireless connectivity regarding purchase and installation of facility equipment, user hardware, application development and integration.

The network project shall be managed through the City's IT/IS Department and will be under the oversight of the CIO, James Norris. Another member of the primary implementation team, from the IT/IS Department, will be Dennis McHugh, the City's ITS Systems Analyst, who will act as the Project Contact/Manager. Any ITS projects which will be implemented within the W-SC region, must first receive the approval of the Wichita Area Metropolitan Planning Organizations (WAMPO) Technical Committee (TC). Once approved by the TC, the project will then move to the WAMPO Policy Board for final approval.

The amount of "earmarked" money identified in 2004 Integration Component of the ITS Deployment Program is $646,186. A requirement of the Integration Component is that the earmarked funds allocated, must be equally matched by a private or public funding source. Of the required matching funds, a maximum of sixty percent (60%) may be from another federal source, with a minimum of forty percent (40%) from a local source. The City has identified the Federally Earmarked 2003 FHWA Demonstration Fund (KS 031 - $993,500), to provide the maximum Federal match of $387,711 (see EXHIBIT B). The 2003 fund, which does not require any matching funds, will be utilized by the City's Transit Services in the vehicle tracking and operational upgrades made to their fleet. A balance of that 2003 fund would remain unspent by the Transit project. Transit Services has agreed to allow IT/IS to utilize the unspent amount to provide the sixty percent federal source match amount ($387,711), on the P2P network project. The City's IT/IS Department will approach their City Council on March 4th, for expected permission to proceed with the project and provide the balance of the required local source matching funds, in the amount of $258,475.

Since the P2P project is in its beginning stages, a network design to accommodate all intended uses has not been implemented as of yet. Approximate cost estimates have been collected to provide an initial approach to the capability of the network.

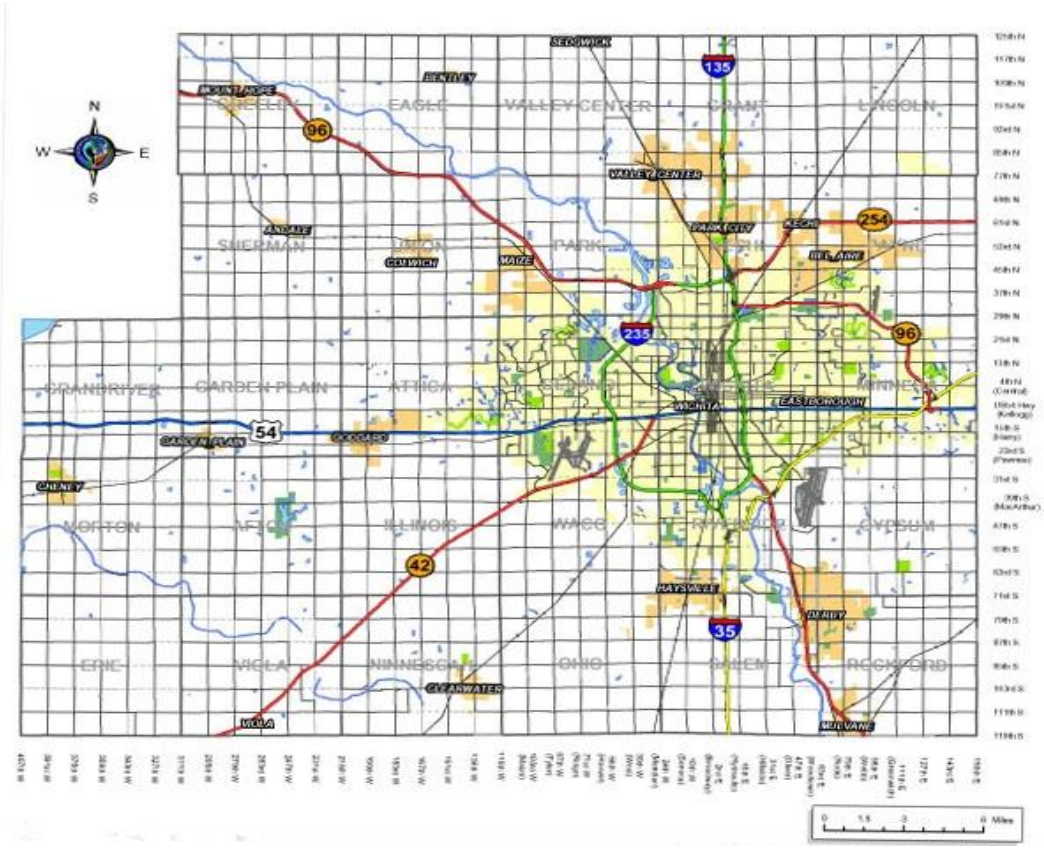
The identified wireless network cost components for the Wichita-Sedgwick County project are:

- Network Equipment Purchase (antennas) ($6,000 each);
- Traffic Equipment per Intersection (Controller box with Directional Lights) ($5,000 each);
- Appurtenant Network Equipment (Lightning Protection and Cabling) ($6,000);
- Mount Equipment and Installation ($500 per install).

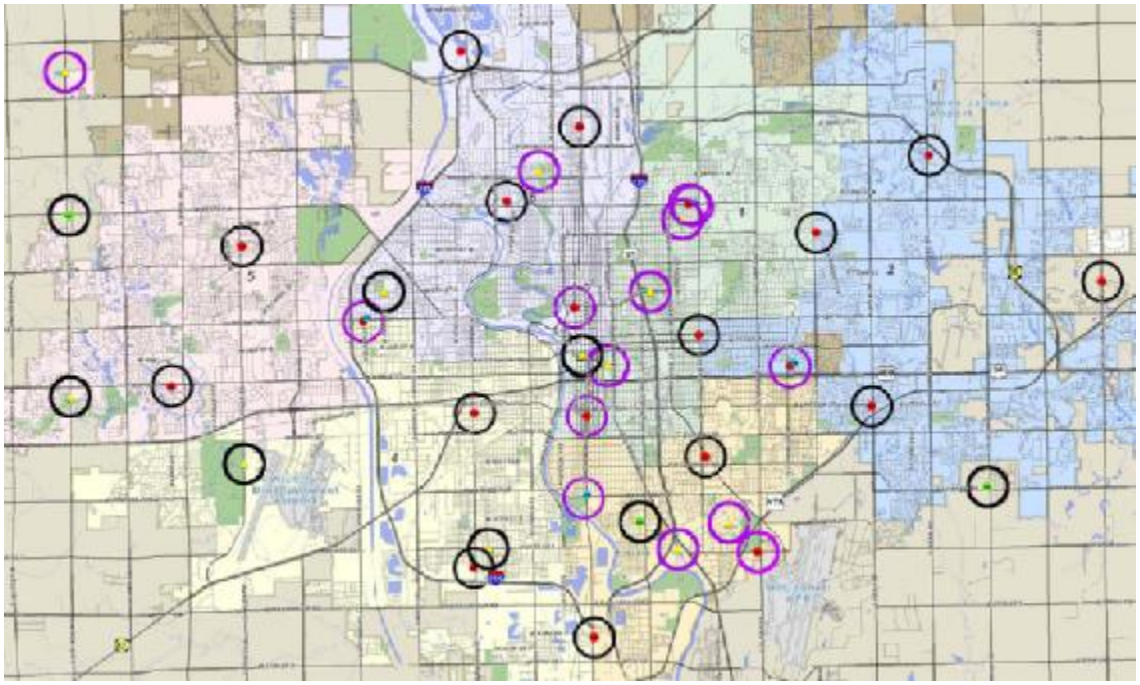
The key dates for the study, design and deployment of a wireless network to facilitate connectivity for the planned deployment are: Project Setup and Kickoff Meeting (March, 2008), Stakeholders Interviews (March 10 – March 28, 2008), Wireless System Plan (March 31 – June 13, 2008), System Modeling (June 16, 2008 – July 11, 2008), Order Equipment (July 14 – August 1, 2008), System Build (August 4 –

September 26, 2008), System Install (September 29 – November 14, 2008), System Tuning and Documentation (November 17, 2008 – January 30, 2009).

The Wichita-Sedgwick County region would like to note that it is familiar with the concept of development in public-private partnerships, as set within the framework of the National ITS Architecture. The W-SC region will continually strive to establish such a practical association with the business community, as well as other local governmental organizations. Should this concept ever come to fruition, the dates listed above may require some revision.



WICHITA – SEDGWICK COUNTY REGION



NOTE: Rings represent an 1800' diameter coverage area for facilities

CITY OF WICHITA PRELIMINARY COVERAGE AREA

B. TECHNICAL APPROACH

1. Background

Over the past 15 years computer networks have become an important component of work life. While years ago many organizations still had stand-alone workstations for word processing or graphics work, those have become an exception today. Organizations have come to realize the potential in what is referred to as a "connected" computer. Desktop or notebook computers that are not connected to the Local Area network (LAN), cannot print, share files or access mission-critical applications or data. Today, it is rare to find an organization that will purchase a new computer that does not include a network card so the unit can access the LAN.

But with expanded access, comes the burden of network wiring, such as the Ethernet cabling that connects the desktop or notebook computers to the LAN with servers and printers. Cubicles in offices have to be wired with these network cables, often through outlets placed in walls. Cables must be fished through ceilings and around light fixtures. The problem is that the same cable that connects the computer to the LAN, also limits the unit's usefulness by requiring it to remain in a given location. This can often provide a hindrance for special applications such as temporary projects, meetings or classrooms or roaming applications. Based on requests from the business community, the telecommunications industry began to turn its attention to wireless networks and wireless access to applications..

In the mid-1980's wireless phones were introduced to the general public. First there were the cordless phones, which replaced a standard phone with a cordless receiver. Shortly afterward came mobile phones (currently called wireless), which enabled people to use telephones almost anywhere.

The benefits from both of these new types of phones were immediately apparent. People could be constantly connected and reachable no matter where they were. These new phones provided them the freedom and flexibility to move within buildings, offices or homes whenever they wanted without having to add outlets. As a result, both cordless and mobile phones became instant success stories and day-to-day operations were changed forever.

Now the same changes are happening to computers, e-mail and internet access, and it too is being phrased as "wireless". Just as the use of cell phones and cordless phones revolutionized personnel and work place communications, wireless local area networks and mobile devices are transforming how people connect to their organizations' applications and data, changing how they access information and how they communicate.

Wireless is a broad term for a variety of new technologies that allow users to access LAN's or the Internet from roaming or mobile PC's, personal digital assistants (PDA), cell phones or other devices. In general, wireless refers to devices or applications that connect to a network or another device, without a wired connection. Anything that uses a wire or cable to connect to the LAN will most likely have a wireless counterpart in the future, if not already. No longer will you need to attach a network cable to your notebook to draw down data or send to printer. Virtually any electronic product that exchanges data via a wire with another product is a candidate for some type of future wireless capability.

The City would like to establish a wireless solution that will provide point-to-point (P2P), point-to-multipoint (P2MP) and a semi-mobile method of coverage, which is identified in the W-SC Regional ITS Architecture. The City is interested in developing a transportation system which incorporates integration as much as possible. The 04 Integration funding is intended to assist in the build-out of the network by purchasing and installing equipment which will provide this integrative approach. This shall facilitate the establishment of a network offering wireless capability upon which current and future regional ITS applications may apply themselves for transfer of their specific information.

The City is intending on using a broadband wireless systems in the 5 GHz range (5.8). The 5.8 range is well established within the telecommunications industry for providing a reliable infrastructure to ensure data transfer security. The City desires a system that is structured to be totally independent of any landline infrastructure, yet provide real-time access to databases, allow voice services and conduct live video feeds. The City also desires to negotiate a contract for services based on the awarded providers capability to establish a deployable network out to virtually any endpoint and in a very cost effective manner. The City would also like the resultant network to provide an additional layer of encryption protection which has proven to integrate very easily with the chosen technology.

2. Project Description

Wireless communications is defined as the transfer of information over a distance without the use of electrical conductors or a hard wired connection. Companies, agencies and individuals are seeking what is referred to as the wireless or 'anywhere' concept of voice, data and video services on a daily growing scale. As a result, the demand for wireless communications and applications is growing just as rapid. Developing nearly as fast as the demand for wireless communication applications, is the desire to integrate them so that multiple communications resources are not required. Although there have been

significant advances made towards these concepts, they still remain somewhat unknown to the transportation community and their application within an ITS setting.

Together, wireless and integrated service technologies can be used to efficiently provide multimedia throughout the wireless coverage area, whether that range is several hundred feet or several miles. Wireless communication offers flexibility in the physical location of system end points, i.e. the anywhere concept. Of course, these locations cannot be just placed anywhere but within the range of a particular wireless system.

The term, wireless often refers to communication technologies that require larger or broader portions of the radio frequency spectrum. This spectrum is needed to achieve higher data rates, which are in turn required to adequately provide for the integration of services. Wireless communications are traditionally identified as belonging to one of the many RF service allocations: fixed, mobile, land mobile, satellite, mobile satellite, etc.

Fixed communications solutions are those that can be used between any stationary end points. These include transportable end points or nodes that can be moved but are intended to communicate only while stationary. Mobile communication solutions are those that can be used between end points while at least one of them is in motion, or a mobile end point. Both, fixed and mobile communications solutions can be implemented in point-to-point, point-to-multipoint or multipoint to multipoint architectures, although each solution is better suited for certain types of connections.
A traditional point-to-point (P2P) architecture is a communication medium with exactly two endpoints which requires no data or packet formatting. It is formed by two radios in direct communication with each other. Even though it is the simplest architecture, it is also the least scalable. Point-to-point is well suited for high-speed dedicated links, such as high-speed backhaul connections or large data transfer connections.

A point-to-multipoint (P2MP) architecture is a communication medium which is formed between a connection endpoint (CE) or radio base station and multiple remote end points. Any transmission of data that originates from the central CE is received by all of the peripheral endpoints while any transmission of data that originates from any of the peripheral endpoints is only received by the central CE. The advantage of a P2MP architecture is that it will allow coverage over a broader area. Each end point must still be within range and line of sight of the base station.

Multipoint-to-multipoint (MP2MP) architectures are formed by a mesh of radio links. Each node in the network becomes part of the infrastructure and will route data through the network to its destination.

Historically, the costs for the establishment of wireless resources were excessive and applications were severely limited. Today, wireless technologies offer greater flexibility and better performance for less than the annual cost of a single data circuit. Wireless services can be deployed in less time and with less cost than wired alternatives, whether by public or private service providers. Some applications are capable of being rapidly deployed in response to emergency situations.

According to the experts in communication technology, wireless will surpass wired services as the dominant method of telecommunications worldwide by the year 2009. To date this has been driven by the quest for improvements in voice services. The next few years will see a constant growth in the use of

high-speed data and video services. Once these new services are developed, the demand for wireless will increase incrementally.

Creating a wireless infrastructure is simply cheaper and faster than digging up streets to lay copper or fiber and promises to resolve the issue of the narrowband "last mile". With increased capacity and reliability, along with lower costs, wireless technology has started to become the choice of many metropolitan areas.

Use of a wireless network can provide a region with accessible transportation data that can be captured and evaluated in real-time fashion. Due to the potential in a wireless network for encompassing ITS technologies, communications solutions and architectures can now be structured to a rural and metropolitan infrastructure.

Components of ITS infrastructure found in a metropolitan setting are:

- Transit Management Systems – Enable new ways of monitoring and maintaining transit fleets to increase operational efficiencies through advanced vehicle locating devices, equipment monitoring systems and fleet management systems;

- Arterial Management Systems – Automatic process of adjustment to the signal systems to optimize traffic flow along arterial roadways;
- Freeway Management Systems – Provision of information to motorists and detect problems whose resolution will increase capacity and minimize congestion resulting from accidents;

- Incident Management Systems – Enable authorities to identify and to respond to vehicle crashes and breakdowns with the most appropriate and timely emergency services, minimizing recovery time;

- Emergency Management Systems – Coordination which shall ensure the nearest and most appropriate emergency service units respond to an incident;

- Vehicle Infrastructure Integration (VII) - Employment of vehicle-mounted sensors and communications devices to assist with the safe operations of vehicles and mitigate the consequences of vehicle crashes;

- Crash Prevention and Safety – Prevent crashes and reduce crash severity through application of variable speed limits systems and development of infrastructure based on crash avoidance warning systems;

- Highway-Rail Intersection Systems – Coordination of traffic signal operations and train movements, and notification to drivers of approaching trains through in-vehicle warning systems;

- Regional Multimodal Traveler Information Systems – Provision of road and transit information to travelers, businesses and commercial vehicles to enhance the effectiveness of trip planning and en-route alternatives;

- Information Management Systems – Provision of service for archiving data generated by ITS devices and systems to support planning and operations;

- Roadway Weather Management – Improvement of road weather information systems and maintenance strategies for bad weather mobility;

- Roadway Operations and Maintenance – Provision of service to focus on integrated management of maintenance fleets, specialized service vehicles, hazardous road conditions remediation and work zone mobility and safety;

- Electronic Payment Systems – Enable motorists to pay for parking, bus, light-rail fares, as well as tolls, by using a single smart card.

The City will be the employing a P2MP network structure. The base radio or CE will be located on the roof of the City hall building. To date, the City has identified several outlying facilities, from all four quadrants of the City, which will be placed on the network for transfer of their specific application data. To date, the City has implemented a pilot test with a base access antenna and sending subscriber unit mounted to an outlying facility, with results that exceeded their expectations.

Transit Services intends to implement program applications and databases for Automatic Vehicle Location (AVL), Automated Announcement and Vehicle Identification capabilities, for their Fixed-route, paratransit and supervisory vehicles. The City will be placing the first ITS project across the wireless network in the provision of a data archival service for Transit Services servers which have collected and generated the information. Future applications for Transit Services, which will utilize the same data backbone, will be added incrementally in the next few years. Another use of the network will be to provide a communication link for the upgraded Traffic Signal System project which will be connecting to the servers and databases in the City's Traffic Operations Center (TOC). A third use of the network may be as a backup system to the main data connection for the planned W-SC region Freeway Traffic Management Center (TMC) and as an alternate communication method for center to field units where an existing network solution is not readily available. The TMC project is currently in the design phase.

Provided adequate bandwidth and line of sight connectivity is available, the City is open to other regional agencies which may benefit from using the wireless network for transfer of their internal data.

Planned Projects:

A. Public Transit – the City's Transit Services department provides a fixed-route bus and Para-transit service for people who live within the metropolitan area. Both transit functions provide an Americans with Disabilities Act (ADA) qualified service for those with a disability. Wichita Transit will be one of the immediate users of a wireless network within the region. Transit Services will eventually be developing a system which will deploy:

- An AVL structured system for Fixed-route buses, Paratarnsit vans and supervisory vehicles which will include Computer Aided Dispatch (CAD) and GPS tracking capabilities;

    - Integration with the current Para-transit scheduling software program will be required;
    - Integration with the current Electronic Farebox Revenue system will be required;
- A base/driver messaging system with on-board terminals;
- Automated Announcement system, which is ADA mandated;
- Next Vehicle ID system, which is ADA mandated;
- Operations based performance system;
- Automated Passenger Count (APC) system;
- Customer Trip Information system;
- On-board security camera system
- Vehicle Diagnostic and Maintenance system.

Transit Services will be receiving data generated and distributed by the nine bulleted systems. The workstations and servers supporting these services will be located at the Transit Management Center, situated in the Operations Center facility, located on East Waterman Avenue.

Transit Services will utilize the P2MP network to provide the data link from the Transit Management Center, located at the Operations Center facility, to the servers responsible for archival purposes of all City generated information. The archival servers will be located in the City Hall building.

In the event of a terrorist attack or large natural disaster in the region, Wichita Transit would likely play a major role in the evacuation of citizens from the stricken area. Discussions are underway with the consultant overseeing the Traffic Signal Upgrade Project, in regards to evaluating the potential of establishing a Signal Priority System.

B. Traffic Signal System - The City of Wichita currently operates a closed loop traffic signal system within the metropolitan area. The region has received federal funding which has been used to conduct a study for the traffic signal system contained within the City's boundaries and eventual expansion to include the Sedgwick County signal system. The results of that study determined that an upgrade to the current signal system would permit the retiming of all or parts of the system resulting in an increased mobility for travelers, a reduction in congestion or delays which would lead to less emissions and fuel consumption.

The City is responsible for the maintenance of roughly 93% of the traffic lights in the entire W-SC region. A section of the RFP issued for the signal system study discusses the creation of a pilot program, which will entail a portion of the traffic signals for the downtown metropolitan area. A contract has been established with a consultant for development of the signal system project.

In the event of an occurrence requiring immediate response to an incident site, the systematic control of the signal system will allow for a streamlined path of travel for public and non-public safety response units. Control and sequencing of the traffic signal system to arrange for a quick and safe travel path for the response community may easily be coordinated through a wireless application.

Once the traffic signal system is placed on the wireless network, traffic controllers can remotely manage the signals to guide any emergency responders to the scene faster. So too, after a crisis has occurred, controlling traffic in the evacuation or re-entry of an area can often become an issue.

Having the system placed on the wireless network can also allow controllers to view streaming video, offering a bird's eye view of current traffic conditions around an incident scene. It can also offer data from sensors and cameras located in adjacent areas.

The Wichita-Sedgwick County region is aware of the Operation Green Light project being coordinated in the Kansas City region, which is also a wireless application to the traffic signal system. W-SC region intends on coordinating its efforts with the Green Light staff to adopt a "lesson learned" approach to our projected wireless application.

Potential Projects:

A. Wichita-Sedgwick County Freeway Traffic Management Center (TMC) – In 1997, a study was completed that estimated the annual cost due to traffic congestion in the top 50 urban areas to be greater than $53 billion. It was further estimated that 90% of that cost was attributed to travel delay while the remaining 10% was attributed to fuel expenditure.

The decline in urban mobility resulting from traffic congestion has become a major concern not only to the transportation and business community, but to the general public as well. Early detection devices were archaic in their method of collecting data for deployment by urban areas to monitor traffic congestion. The intention of this collected information was to assist drivers in making better travel decisions. The evolution of those earlier devices has led to the creation of sophisticated systems which can now predict traffic conditions. These components have become critical for any ITS traffic application serving urban areas.

To alleviate congestion, at a more manageable cost, technology has evolved using computer-based traffic systems. TMC's that utilize Advanced Traffic Management Systems (ATMS) software have become the foundation of any successful ITS implementation. These systems allow transportation agencies to manage their roadway networks in an efficient, coordinated and real-time fashion. ATMS technologies are being deployed by many state DOT's and local jurisdictions to help them manage their traffic flows within their region. Technology today has developed to the level that ATMS software can generate their own timing plans, travel times, offer remote diagnostic capabilities, produce traffic volume reports, provide video monitoring of roadways, detect traffic stoppages, operate motorist information signs, divert traffic to alternate routes, provide priority for transit and emergency vehicles and interface with traveler information systems. This integration of traffic system components will result in greater efficiency and performance for the overall surface transportation system.

The planned deployment of a regional TMC will result in a joint project between the City of Wichita, Sedgwick County, and KDOT. Through the planned interoperable capability of all local, state and federal transportation, non-public safety and public safety / emergency service

providers, the TMC will provide a centrally integrated command and control center for a number of safety and transportation related services. Other services rendered will include freeway surveillance, integration of freeway and local traffic management, roadway status, route diversion and security measures. Once established, the TMC will collect, process and evaluate data in real-time, providing a highly enhanced level of safety, efficiency and convenience for all users.

B. Incident Management System - Within the Wichita-Sedgwick County region, public and non-public safety agencies work in coordination with each other to ensure that incidents receive a quick response and that positive traffic flow is restored as quickly and safely as possible. The City of Wichita, Sedgwick County and the Kansas Department of Transportation all cooperate and dovetail their resources together for a seamless and efficient response and clearance effort. These agencies often work with numerous other local jurisdictions, responsible for incident response in their respective areas.

Local agencies (both public and non-public safety) and their respective roles are defined in the current Incident Management Plan. The ITS Early Deployment Study suggested that the current plan be updated. This update was completed in 2005.

The goal areas are categorized by priority for this project in the table below:

Categorization of Priorities of the Project Partnership in Addressing ITS Goal Areas

Project Priority	Goal Area	Measure
High ☐ Medium ☐ Low ☒ None/NA ☐	Safety	• Reduction in the overall rate of crashes • Reduction in the rate of crashes resulting in fatalities • Reduction in the rate of crashes resulting in injuries
High ☒ Medium ☐ Low ☐ None/NA ☐	Mobility	• Reduction in travel time delay • Reduction in travel time variability
High ☒ Medium ☐ Low ☐ None/NA ☐	Efficiency	• Increase in freeway and arterial throughput
High ☒ Medium ☐ Low ☐ None/NA ☐	Productivity	• Cost Savings
High ☐ Medium ☒ Low ☐ None/NA ☐	Energy and the Environment	• Decrease in vehicle emissions • Decrease in vehicle energy consumption
High ☐ Medium ☒ Low ☐ None/NA ☐	Agency / Customer Satisfaction	• Ratings cutting across all other goal areas

3. Rural Projects

The proposed wireless network may not have an immediate rural application.

4. Systems Engineering Analysis

To address the issues of project life cycle, operations and on-going maintenance, both the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA), issued a policy under 23 CFR, parts 655 and 940, which require all ITS projects funded with highway trust funds, to be based on a Systems Engineering Analysis (SEA).

The SEA process is designed to promote up-front planning and system definition prior to any technology decisions and project implementation. Requiring project managers to address items such as stakeholder needs / expectations and concept of system operations and requirements, should prevent the need for re-working the project, which would result in additional cost and schedule delays.

A. Regional Architecture

As described in the SEA process, up-front planning should review the project for technology decisions and project implementations which address stakeholder needs and expectations at the project level. Before any project development begins, groundwork already established in the Regional ITS Architecture, such as operational concepts, functional requirements, regional interconnects and information exchanges should be reviewed for possible refinement and expansion. Listed below are the information flows, specifically designed for the above mentioned projects.

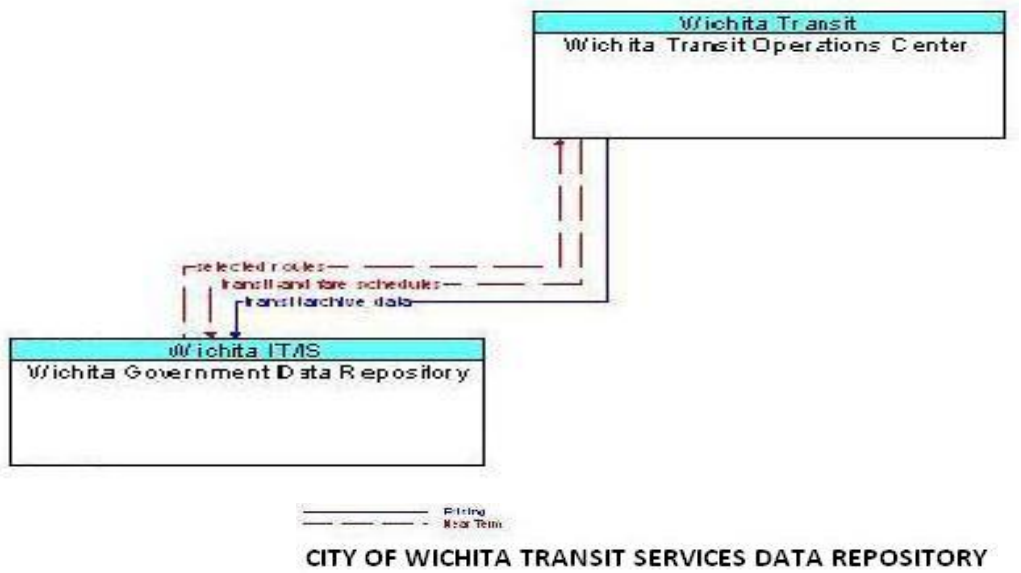


FIGURE 1
Drawn from Volume 3, Communications Plan, Figure 74
Wichita Government Data Repository Communications Diagram

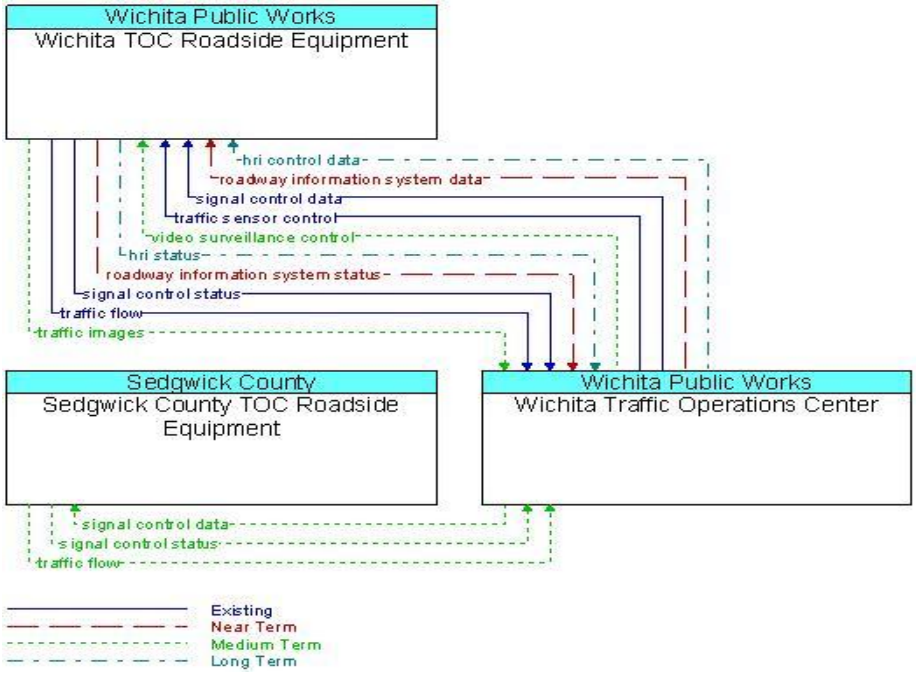


FIGURE 2
Drawn from Volume 3, Communications Plan, Figure 80
Wichita Traffic Operations Center Communication Diagram (Part 2)

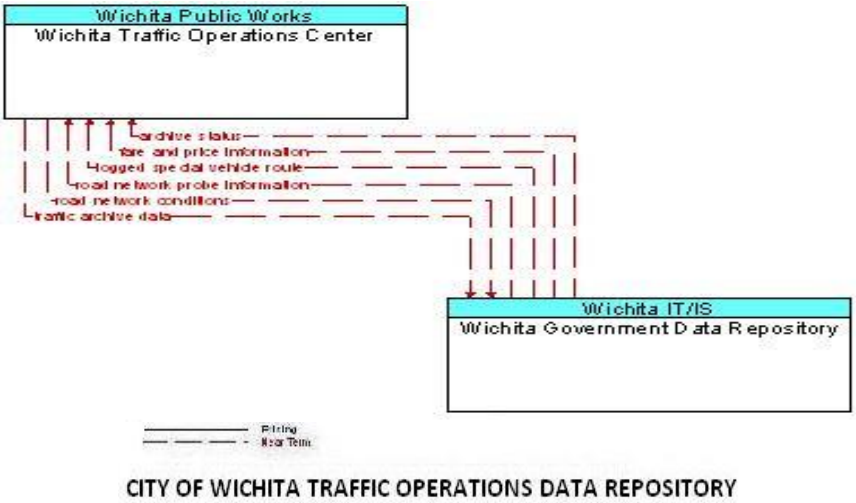


FIGURE 3
Drawn from Volume 3, Communications Plan, Figure 74
Wichita Government Data Repository Communications Diagram

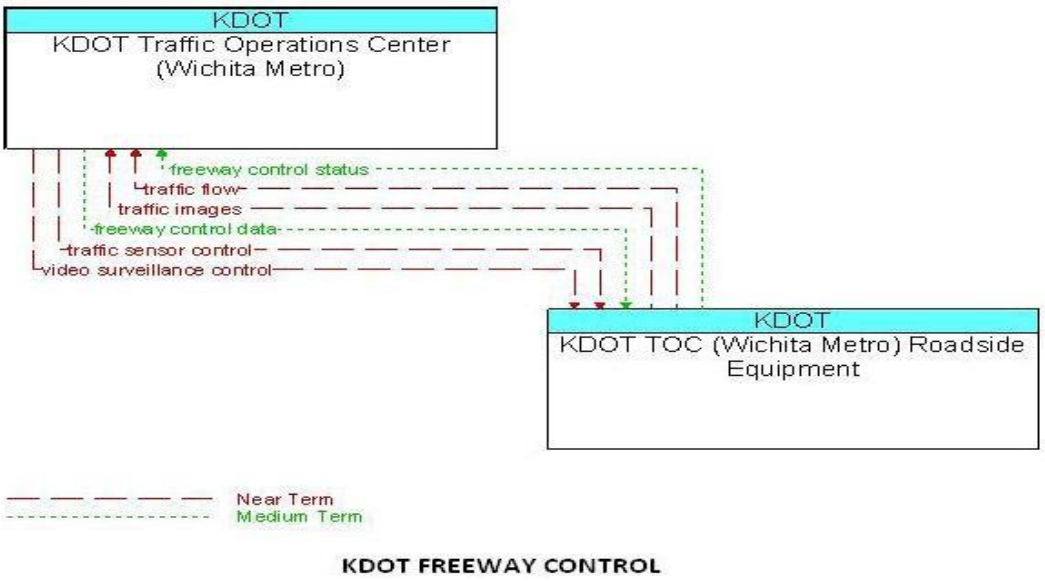


Figure 4
Drawn from Volume 1, Architecture Document , Figure 10
KDOT Freeway Control

B. <u>Participating Agencies Roles and Responsibilities</u>

Lead Agencies	City of Wichita, IT/IS Department
Roles and Responsibilities	Intelligent Transportation Systems Analyst / Administrator
Contact	Dennis McHugh

Participating Agency	City of Wichita IT/IS
Roles and Responsibilities	Chief Information Officer
Contact	Jim Norris

Participating Agency	City of Wichita Traffic Engineering
Roles and Responsibilities	Traffic Operations Center
Contact	Paul Gunzelman

Participating Agency	City of Wichita Transit Department
Roles and Responsibilities	Acting General Manager
Contact	Michael Vinson

Agency Responsible for Long-term O&M	City of Wichita IT/IS
Roles and Responsibilities	IT/IS Department
Contact	Dennis McHugh

Potential Users

Participating Agency	Kansas Department of Transportation
Roles and Responsibilities	Intelligent Transportations System Program Coordinator
Contact	Shari Hilliard

C. Requirements Definition

In 2003, the W-SC region completed a consultant study in communication, which identified patterns for information flows. Both of these reports will be made accessible for review and possible inclusion into the resulting wireless network.

The City of Wichita has determined two ITS related projects which shall use the P2MP wireless network for transfer of their data to either their Operations Center and/or their eventual Data Repository site.

1. Transit Services Data Repository (Figure 1)

Wichita Transit provides public transportation services for the City of Wichita. This includes fixed route bus services and paratransit services for riders with disabilities. Other services include special event shuttles and chartered trolley services.

The associated element for Transit Services which will be placed on the P2MP network strictly for data repository purposes, is the Transit TOC. This element is responsible for managing their transit fleet for the project area. Wichita Transit also leases their vehicles to local social service agencies however this usage will not be a factor in this project scope.

Transit Services TOC, which will be located in their main Operations Center building located at 777 East Waterman St. Transit Services will be releasing an RFP in the first half of 2008, to purchase and deploy an enhanced system of services for both fixed-route buses and paratransit vans. The intended

services will be Automatic Vehicle Location (AVL) System with Computer Aided Dispatch (CAD) and Mobile Data Terminal (MDT) capability, Automated Announcement System, Next Vehicle ID System, Operations and Scheduling Program, Paratransit Scheduling Program with CAD and MDT capability, Electronic Farebox Revenue System, Automated Passenger Count (APC) System, Customer Information and Trip Itinerary System (CIS) and Vehicle Diagnostic and Maintenance System.

All data collected will be associated to the Transit Service's Management Center, for purposes of integrating the various ITS components. The collected data will be internally correlated for Transit Service purposes of Fixed-Route Operations, Demand Response Transit Operations, Traveler Trip Planning Information and Interactive Traveler Information. The assembled data will then be transferred back to the server system located within the City Hall building for daily archival purposes.

Potentially, the collected data may be made available for correlation within the KDOT TOC for purposes of assisting in Traffic Information Dissemination, Roadway Closure Management, Work Zone Management Kansas Highway Patrol Dispatch Communication, Early Warning System, Wide Area Alerts, Disaster Response and Recovery, Evacuation and Reentry Management and Disaster Traveler Information.

2. Traffic Signal System Project (Figure 2 and 3)

This project will be one of the initial ITS regional application utilizing the P2MP wireless network and will be managed by the City of Wichita Public Works Department. Public Works provides for the design, construction and maintenance of the City's streets, roads, sidewalks and traffic control devices, maintenance and custodial services for the City's facilities and natural resource conservation.

The associated elements for Public Works which are to be placed on the P2MP network for data transfers are:

- TOC Roadside and Street Surface Control Equipment – these elements represent vehicle detectors and traffic controllers, which send data to the Traffic Operations Center – cameras may be added in the near future;
- TOC - this element is responsible for managing and controlling traffic conditions for the arterial streets.

The TOC will provide the central control and monitoring equipment, communication links, and the signal control equipment that support local surface street control and/or arterial traffic management for the City of Wichita. A range of traffic signal control systems are represented by this service ranging from fixed-schedule control systems to fully traffic responsive systems that dynamically adjust control plans and strategies based on current traffic conditions and priority requests.

The entire signal system entails a total of approximately five hundred (500) signal locations. Of those signals, approximately two-hundred and fifty (250) are communicating through a wired connection. The wireless network will provide connectivity to the remaining two-hundred and fifty (250) signals to deploy a citywide system. This figure, however, is not definitive of the planned usage. It may occur where an existing wired connection between two or more signals would receive an operational upgrade by switching to the P2MP network for a better connectivity. Also, Sedgwick County controls and maintains approximately forty (40) traffic signals with respective roadside equipment, which are

detailed to deliver their pertinent roadside data to the City's Traffic Operations Center in five (5) to ten (10) years. For this reason, Sedgwick County's roadside equipment was included in the flow diagram.

The City's TOC will undoubtedly, in the future, become involved with a data association and/or integration to Transit Services TOC, Sedgwick County EOC, KTAC and KDOT TOC, for purposes of ITS Data Mart Services. Other correlations these associations may be proven useful for are: Maintenance and Construction Coordination, Traffic Information Dissemination, Regional Traffic Control, Fixed-Route Operations, Demand Response Transit Operations, Kansas Turnpike Authority Center Communications, Roadway Closure Information, Work Zone Management, 911/EOC Emergency Call-Taking and Dispatch, Early Warning System, 911 Emergency Routing, Incident Management, Wide Area Alerts, Disaster Response and Recovery, Evacuation and Reentry Management, Disaster Traveler Information, Winter Maintenance and Road Weather Data Collection.

3. <u>KDOT Communication Link for the Wichita Freeway Traffic Management Center</u> (Figure 4)

KDOT has an established Point of Presence (POP) which houses their network equipment for the Freeway System located at the intersection of Central Avenue and Kansas Avenue (adjacent to the I-135 and Central Avenue Interchange), in Wichita. This will become the central data collection point for all the wired applications throughout the Freeway System. The assembled data will then be transferred from the POP location to the TMC. The TMC is the physical location where the systems hardware, software, operational staff, policies, procedures and assets are all integrated to provide a real-time sharing of information. These centers collect data from and deliver commands to a variety of functions for systems located on freeways, arterial streets, transit agencies, emergency service providers, vehicle operators and information service providers.

The TMC will be located in the new Sedgwick County Public Safety Center (PSC), located at 714 North Main St., in Wichita. KDOT's primary choice for network connectivity between the POP location and the ATMS will be via a fiber optic cable.

In keeping with proper system management procedures, and following the recommendations within 940.11 CFR for alternate system configurations under Procurement Options, KDOT may consider a backup system for the connection between the POP location and the TMC.

The City has offered its P2MP network as a potential backup system for the fiber link and backhaul transfer route for the Freeway System data. The City has also offered the P2MP network as a potential solution for a data transfer route in areas of the KDOT Freeway Project where a viable network connection does not exist. The offers initially received positive review from KDOT but are being analyzed by the awarded design consultant on the project for its viability.

D. <u>Analysis of Alternative System Configurations</u>

The City, with the County and local School District, previously viewed the concept of deploying a WiMax (802.16d or 802.16e) technology in 2005. Responses to an RFP were reviewed and the Selection Committee chose a solution which would allow the consortium to own and operate the network. The City administration found the network structure would require a vast amount of annual cost for maintenance of the system. Therefore, the City decided the WiMax technology to be cost prohibitive

and decided to view an alternate approach to develop a wireless solution for a citywide network structure.

The City, again with County and the School District, viewed the concept of deploying a WiFi (802.11 b,g) technology in 2006. Responses to another RFP were reviewed and the Selection Committee chose a solution which would allow a service provider to establish a citywide network. Users would then lease service from the provider. After extensive review of other metropolitan networks utilizing similar technologies, the decision was reached to forgo any installation of any WiFi technology.

E. Procurement Options

All award of contract and equipment procured under the P2P project will adhere to the City of Wichita standard procedure of procurement process.

F. ITS Standards

Currently the ITS Standards Program is in a migration path from an initial development stage to a final development stage. Unfortunately that migration is taking more time to complete than originally assessed by Federal agencies. Many manufacturers have been producing their product line to be compliant with the requirements set forth by the ITS community but not work in an interoperable method with other manufacturers products. This has severely restricted the concept of control and data sharing between stakeholder agencies and organizations.

The City's project, as determined within this document, is the usage of a wireless network to provide a communication backbone, which is an integral component to any ITS system or application.

Transit Services will be utilizing the wireless network for transfer of its data to a server and repository back to the City Hall building. The Traffic Signal System will also be utilizing the network for the uploading and downloading of any data pertinent to its operational performance. The Signal System will not only have connectivity to other signals within the system but a data path back to the server and repository located in the City Hall building.

Should KDOT make a final determination to utilize the wireless system as a backup to its primary data connection, the network will provide connectivity between the POP location and the KDOT TOC located in the Sedgwick County PSC. In following with the alternative solutions system requirement under Rule 940, KDOT may view their decision to utilize the P2MP network as a backup to their main fiber connection as a procurement option.

The common theme among these three initial applications across the wireless network is a provision of connectivity between field units, field facilities and system bases.

As addressed earlier, even though wireless technology holds significant potential for ITS, it is essentially an unknown variable among the transportation community. However, within the ITS Standards program a movement has begun to address this issue.

First efforts find the SDO, IEEE committee in the balloting stage for ITS Standard IEEE 802.11p. This

is a standard developed for communications between vehicles and roadside equipment and between vehicles themselves. The standard will be used as the basis for development of Dedicated Short Range Communications (DSRC) applications such as toll collection, vehicle safety services and commerce transactions.

The document has identified and will support communications in the 5 GHz bands; specifically 5.850-5.925 GHz band within North America with the aim to enhance the mobility and safety of all forms of surface transportation, including rail and marine.

A discussion has naturally ensued to expand the scope of the standard to allow for center communication (i.e. center to roadside and center to vehicle). Efforts are underway to develop the standard to accommodate the inclusion of center connectivity, once is has been ratified.

5. Evaluation of Benefits

A. This project agrees to participate in Evaluation of Benefits as described under Section 2.3 of the Guidance.
B. If this project is selected for independent evaluations, the project will cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation.
C. This project agrees to collect, document, and annually report cost accounting data.

Evaluation Contact:
Name: Dennis McHugh
Organization: City of Wichita, Kansas
Address: 455 North Main St., 9th Floor
Phone: (316) 268-4592
Fax: (316) 219-6283
E-mail: dmchugh@wichita.gov

This project agrees to perform a local evaluation funded from Project resources and submit a Local Evaluation Report documenting the lessons learned in meeting project goals and objectives. In addition, the Local Evaluation Report will include the following evaluation products/activities:

____ Evaluate the institutional issues associated with achieving cooperation among public sector agencies, and document how they were overcome.
_X_ Provide a brief lessons learned report on the technical and institutional issues encountered in integrating ITS components.
____ Provide an evaluation report on the lessons learned in employing innovative financing or procurement and/or public-private partnering techniques.
_X_ Produce a lessons learned report on the experiences, challenges and approaches used in achieving consistency with the National ITS Architecture and/or implementation of ITS standards.
____ Produce a case study on the planning process used to achieve integration into an approved plan and program developed under an area-wide (Statewide and/or metropolitan) planning process, which also complies with applicable State air quality implementation plans.

____ Provide the appropriate metropolitan planning process with data generated by ITS technologies and services, and provide a report on plans or intentions for archiving the data and using it.

In the discussion section below, the project proposal identifies the steps that will be taken to meet the evaluation requirements.

Discussion:

Intelligent Transportation Systems have the potential to enable individuals, vehicle operators and local, state and federal governments make better use of information for more efficient and safer transport decisions.

The W-SC region realizes that the intention of ITS is to provide an electronic information network that works in conjunction with the physical infrastructure to maximize the efficiency, safety and utility of the transportation system which shall encourage modal integration and consumer choice. ITS technologies are now being developed and integrated to assist vehicle and roadside systems operation itself. The trend for future developments of ITS technologies leans towards the integration of different functionalities and technologies in the form of sensors and/or communications.

The goals listed by the National Intelligent Transportation Systems Program Plan are:

1. Security – provide a system that is well protected against attacks and respond effectively to natural and manmade threats and disasters;
2. Safety – reduce annual transportation related fatalities by 15% overall by 2011;
3. Efficiency/Economy – save at least $20 billion per year by enhancing throughput and capacity of information transferal and system management;
4. Mobility/Access – support a seamless, end-to-end system which universally avails travel information to users;
5. Energy/Environment – save a minimum of 1 billion gallons of gasoline each year thus reducing emissions in a similar proportion.

Progressive regions of the country, in the quest for an ever improving efficient and interoperable transportation system, are implementing wireless solutions in their daily operations. The addition of this feature can give future and current systems a new heightened integrative function that can provide a dramatic impact on cost savings and asset utilization. ITS technologies have developed several wireless communications-based technologies which support the National ITS Plan and deliver efficiency, convenience, cost, safety and environmental benefits.

Positive impacts realized by users of an integrated network are:

1. Crisis Management;
2. Safety;
3. System Efficiency;
4. System Management;
5. Traveler Management;
6. Greater Mobility and Access.

So too, as in standards, are there benefits to be listed in the area of wireless applications within an ITS structure. Wireless transportation systems can offer increased productivity in data collection, convenience in the operation of the system and cost advantages over wired networks. These areas of benefit realized by wireless users are:

1. Productivity – In a government delivered community service, whether it is local, state or federal, the citizens want to see an improvement in employee productivity. Employment of a wireless system shall provide access for transfer of voice, data and video information in real-time fashion.

2. Mobility – Wireless transportation systems can provide users with real-time information anywhere in their organization. This mobility supports data collection, storage and analysis efforts, with increased productivity and service opportunities in control of transportation system flows, not possible with traditional wired networks. . A wireless system will provide the employee, roadside and vehicle system with a much faster and convenient method for data, voice and video collection and transferal.

3. Implementation:
    a. Speed – Installation of a wireless system can be fast and easy by eliminating the need to pull cables through buildings and laying cable in trenched ditches along the roadside;
    b. Flexibility – Wireless technology allows the Regional ITS Architecture to access areas not possible for wired systems.

4. Reduction in Cost – Historically, the cost for investment required for implementation of a wireless ITS systems used to be slightly higher than the cost for a wired system. Today, however, the overall expense for installation and life-cycle of a wireless network has significantly experienced a lower cost compared to their predecessors. Of course, the initial costs can be greater, such as in those areas which realize the benefit provided by taking a dynamic approach to wireless, and integrating as much usage on the system as deemed appropriate. This may be performed through a careful and thorough estimation and design of the regions ITS Architecture.

5. Scalability – if properly configured, a wireless transportation system can be configured in a number of ways so that it will meet the needs of specific applications and installations within the region. Such attention placed on the configuration early in the development of the system shall provide the means for meeting the expectations of future and current user stakeholders.

The W-SC region has always envisioned the reality of a public/private joint effort in the development and possible ownership of the resultant wireless system. If requested and as agreed upon, the W-SC region will provide a report on the lessons learned in both the integration of the resultant system into the National ITS Architecture with an emphasis on the deployment of standards and the measures employed in obtaining the financing for the project, whether it utilizes a public/private partnership or not.

C. REPORT REQUIREMENTS & SCHEDULE

6. Reporting Requirements

The proposed integration project will conform to the following reporting requirements outlined in section 2.4 of the guidance package:

X The EDL Reporting Requirements (outlined in section 2.4.1)
X The Quarterly Reporting Requirements (outlined in section 2.4.2)

7. Start Date

March, 2008

8. Expected Completion Date

January, 2009

9. Milestones and Expected Completion Date

	Start Date	Completion Date
Project Setup	March 3, 2008	March 6, 2008
Project Kickoff	March 7, 2008	March 7, 2008
Stakeholder Interviews	March 10, 2008	March 28, 2008
Wireless System Planning	March 31, 2008	April 25, 20008
Backhaul Planning	April 28, 2008	May 16, 2008
Distribution Planning	May 19, 2008	June 13, 2008
Final System Modeling	June 16, 2008	July 11, 2008
Order Equipment	July 14, 2008	August 1, 2008
Backhaul Build	August 4, 2008	August 29, 2008
Distribution Build	September 1, 2008	September 26, 2008
Fixed Subscriber Installation	September 29, 2008	October 17, 2008
Mobile Subscriber Installation	October 20, 2008	November 14, 2008
System Review and Tuning	November 17, 2008	January 2, 2009
System Documentation	January 5, 2009	January 30, 2009

D. FINANCIAL PLAN

It is intended that funding for the proposed integration project will be obligated through the use of an:
X FHWA, State DOT and W-SC Partnership/Project Agreement.

10. Integration / Rural Infrastructure Amount:

Total Amount to be Allocated: $ 646,186

Minimum Required for Integration Activities, Rural Infrastructure Deployment or CMS/DMS deployment as part of an AMBER Program $ 904,660

Amount Used for Integration Activities: $1,292,372
Amount Used for CMS/DMS Deployment as part of an AMBER Program $_____
Amount Used for Rural Infrastructure Deployment: $_____

Total Amount for Integration Activities, Rural Infrastructure Deployment and CMS/DMS: Deployment as part of an AMBER Program. $904,660

Identify Each Integration Activity, Rural Infrastructure Deployment, or CMS/DMS Deployment as part of an AMBER Program.	**Specify Amount of Funding for Each Integration Activity, Rural Infrastructure Deployment, or CMS/DMS as part of an AMBER Program**
Network Equipment	$900,000
Appurtenant Network Equipment	$132,000
Mount Equipment and Installation	$260,000

NOTE:

Total amount provided by the 2004 ITS Integration Fund	$646,186
60% match amount provided by the 2003 ITS Demonstration Fund	387,711
40% match amount provided by the IT/IS ERF	258,475
Total amount funding available for the P2P network	$1,292,372

11. 20% Minimum Match Amount:

20% Minimum Match Amount: $ 258,475

Identify Non-Federal Funding Source	**Identify Type of Funds** (cash, equipment or facilities, or full-time personnel services)	**Identify Major:** (1) Integration Activities, (2) Rural Infrastructure Deployment, or (3) CMS/DMS as part of an AMBER Program Supported with These Funds	**Specify Amount of Funding** ($)
City of Wichita Funds	Cash	Integration Activity: • Network Equipment; • Appurtenant Equipment; • Mounting and Installation	$258,475

12. 30% Match Amount:

30% Match Amount: $ 387,711

Identify Funding Source	**Identify Type of Funds** (cash, equipment or facilities, or personnel services)	**Identify Major:** (1) Integration Activities, (2) Rural Infrastructure Deployment, (3) CMS/DMS as part of an AMBER Program or (4) Infrastructure Deployment Promoting Integration Supported with These Funds	**Specify Amount of Funding** ($)
2003 ITS Demonstration Fund	Cash	Integration Activity: • Network Equipment; • Appurtenant Equipment; • Mounting and Installation	$387,711

APPENDIX H: CHECKLIST

___ 1. Does the Project Description contain a completed Executive Summary and Technical Approach?

___ 2. Is the Proposed Project consistent with the goals and purposes of the ITS program in TEA-21, Title V, Subtitle C, Section 5203 and meet the selection criteria for the ITS Deployment Program in TEA-21, Title V, Subtitle C, Section 5208?

___ 3a. For rural projects only, does the Grant Application identify the ITS infrastructure components that will be deployed and/or integrated with Federal ITS funds; (3b) for CMS/DMS deployment as part of an AMBER Program, does the Grant Application state that all the AMBER Program Requirements (Appendix F) are or will be met?

___ 4a. Does the Project Description explicitly state that the proposed integration project agrees to follow the Systems Engineering Analysis included in Section 3.2 of the Guidance; (4b) indicate which portions of the regional architecture will be implemented and (4c) discuss the project's compliance based on a systems engineering analysis?

___ 5a. Does the Grant Application explicitly contain a list of project participants, their roles and responsibilities, and a contact, that can be used to develop a draft Memorandum of Understanding; (5b) is the agency or organization responsible for the continued, long-term operations and maintenance of the proposed integration project identified in the list?

____6a. Does the Grant Application include a requirements definition: (b6b) if a regional ITS architecture does not exist, does the project proposal list the appropriate Equipment Packages from the National ITS Architecture?

___ 7a. Does the Grant Application identify applicable ITS standards(based on proposed information flows); (7b) discuss whether the project will include testing of products and/or systems for conformance to the ITS standards specified; and (7c) discuss how the project will include testing of products and systems for final acceptance?

___ 8a. Does the Grant Application explicitly state that the proposed integration project agrees to participate in Evaluation Benefits as described under section 3.4 of the Guidance; (8b) if this project is selected for independent evaluations, to cooperate with the independent evaluators; (8c) to participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation; (8d) to collect, document and annually report cost accounting data and (8e) does the project agree to conform to the reporting requirements outlined in section 3.5?

___ 9a. Does the Grant Application identify a project contact for the Evaluation of Benefits; (9b) explicitly state that the proposed integration project agrees to perform a local evaluation, submit a local evaluation report and identify the issues the report will address and (9c) identify the steps that will be taken to meet the evaluation requirements?

___ 10a. Does the project indicate agreement mechanism/agency; (10b) does the Financial plan identify the Congressionally designated amount of funds to be used by the project, the 20% minimum match amount and the remaining 30% match amount?

EXHIBIT A

From:	Banasiak, Jay
Sent:	Wednesday, December 05, 2007 3:15 PM
To:	'Leslie@ksdot.org'
Cc:	'ShariH@ksdot.org'; 'Robert.Alva@fhwa.dot.gov'; 'Byron.Low@fhwa.dot.gov'; 'William.Kalt@fta.dot.gov'; 'jnorris@wichita.gov'; McHugh, Dennis; Harvieux, Nancy; Vinson, Michael
Subject:	FY '04 ITS Integration Component Earmark Funds
Sensitivity:	Private

Leslie,

This e-mail is to notify you, as well as FHWA and FTA, that Wichita Transit is in approval of having the City of Wichita utilize the FY '04 ITS integration component earmark funds of $646,186 for the P2P wireless network implementation project.

Jay Banasiak
General Manager
Wichita Transit
(316) 265-1450
jbanasiak@wichita.gov

EXHIBIT B

From: Vinson, Michael
Sent: Tuesday, February 19, 2008 1:01 PM
To: McHugh, Dennis
Subject: 2003 FHWA Earmark

Dennis,

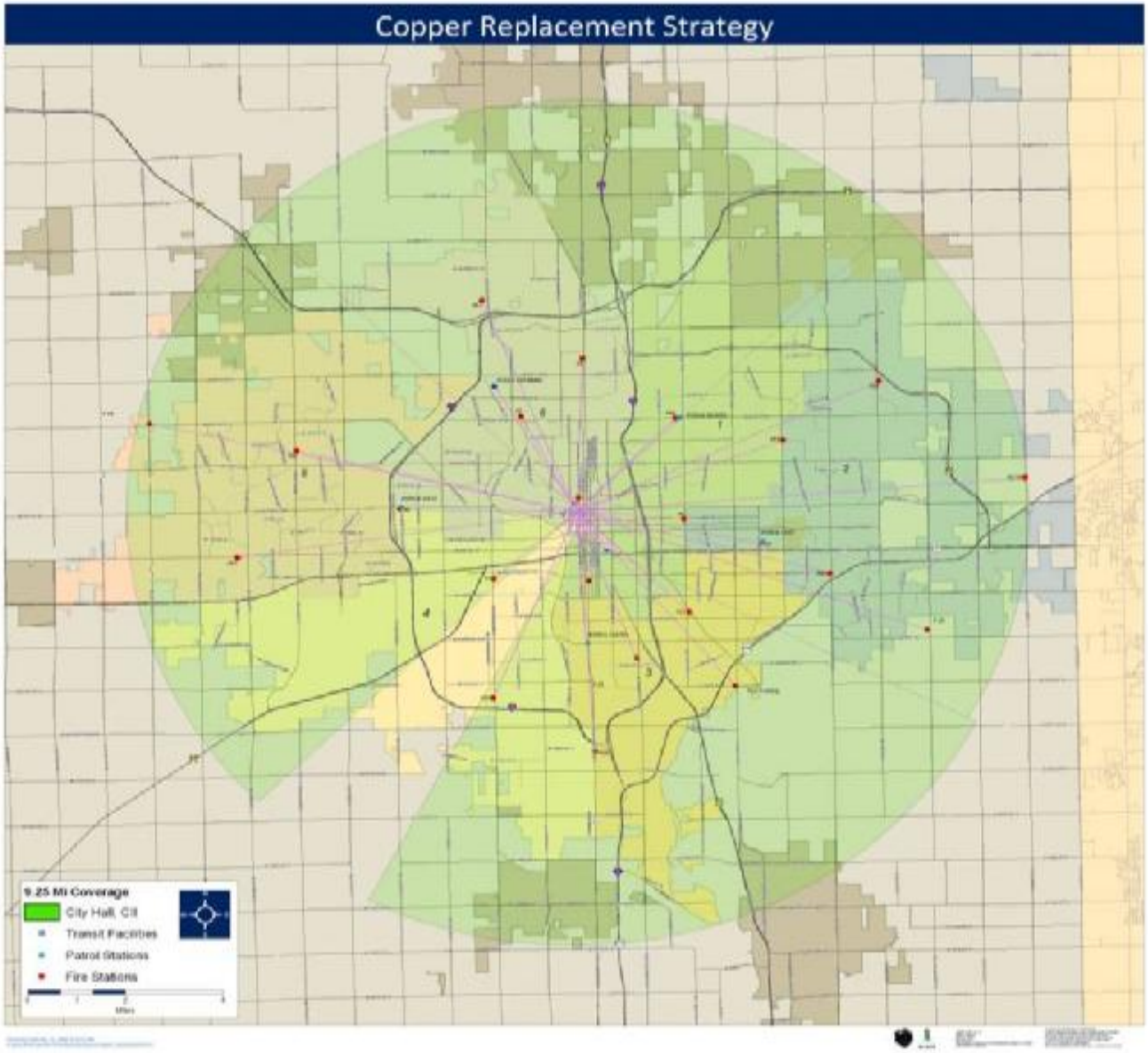
The purpose of this correspondence is to confirm that Transit Services is aware and agrees with IT/IS identifying the expenditure of the 2003 FHWA Earmarked ITS Demonstration Fund, which will be used for near-future transit ITS projects, as match for the 2004 FHWA Earmarked ITS Integration Component Fund.

Thank you for your continued efforts on this project.

Mike

Michael Vinson
Acting Director

phone: (316) 352-4805
fax: (316) 337-9287
email: mvinson@wichita.gov



Coverage Area of Point-to-Point Network

For City of Wichita

<u>SUPPLEMENTAL AGREEMENT</u>

POINT-TO-POINT NETWORK

This Agreement is made and entered into on _____ _____, 2008, by and between, Debra L. Miller, Secretary of Transportation, hereinafter referred to as "Secretary," Kansas Department of Transportation (KDOT), the City of Wichita, Kansas, hereinafter referred to as "City", Sedgwick County, Kansas, hereinafter referred to as "County", and the Wichita Area Metropolitan Planning Organization, hereinafter referred to as "WAMPO" (collectively referred to as the "Parties"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Wichita Metropolitan Area Early Deployment Study was completed in 1998 through the joint efforts of City, County, KDOT, and the United States Department of Transportation; and

WHEREAS, KDOT's Intelligent Transportation System (ITS) Set-Aside Program has approved $3,750,000 for ITS projects in the WAMPO Area (Wichita-Sedgwick County Area – Wichita ITS Program), as requested by City and County; and

WHEREAS, KDOT, City, and County entered into a Memorandum of Understanding dated February 12, 2002 wherein they agreed to share the costs and responsibilities for the design and implementation of an Intelligent Transportation System (ITS) in the Wichita-Sedgwick County Area; and

WHEREAS, KDOT, City, and County entered into a Supplemental Agreement dated September 15, 2004 to a Memorandum of Understanding dated February 12, 2002, wherein, as provided by Paragraph 3.B.3, funding was set aside for the integration of City's Transit Services with non-public safety ITS deployment, and wherein, as provided by Paragraph 3.C, funding was set aside for the development of an interoperable network offering wireless capability; and

WHEREAS, this Supplemental Agreement, for State Project No. 87 K-9123-09, hereinafter referred to as the "Project," states the terms and conditions under which each party will be responsible for payment of their respective portions of this Point-to-Point (P2P) Network Project.

NOW THEREFORE, in consideration of the premises and covenants herein contained, the Parties hereto mutually agree as follows:

1. The Project includes, but is not limited to, design and implementation of a P2P communication network. A P2P architecture is a medium that is formed by two radios in direct communication with each other.

2. The City will employ the P2P network to provide:
   a. A communication path for repository of the data generated by the ITS projects implemented by the Transit Services department;
   b. A communication path to maintain central control of the upgraded traffic signal system implemented by the Public Works department.

3. The total amount of funding available to the Project is $1,292,372. All costs above the outlined amounts in Item 4 will be the responsibility of City.

4. Funding sources for the Project are as follows:
   a. $646,186 FFY04 ITS Integration Fund, to be distributed / administered by KDOT;
   b. $646,186 for the 50% match against the FFY04 ITS Integration Fund, which is the sole responsibility of City and as described below:
      i. $387,711 FFY03 ITS Demonstration/HDP Fund, to be distributed/administered by KDOT;
      ii. $258,475 IT/IS Equipment Replacement Fund; and
   c. KDOT shall not be responsible for any funding other than that appropriated by the FFY04 ITS Integration Fund and the FFY03 ITS Demonstration/HDP Fund.

5. City, County, and WAMPO agree that WAMPO shall be the party responsible for issuance of all invoices to KDOT for reimbursement purposes through City's billing system. City shall submit its invoices to WAMPO. WAMPO shall then forward all invoices from City to KDOT for reimbursement. Secretary agrees to make partial payments to WAMPO for amounts not less than $1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing. Once WAMPO has received payment from KDOT, it shall forward City's portion of said payment to City. Upon receipt of a Project invoice from City, KDOT agrees to issue payment to City, no later than thirty (30) days after receipt of each invoice. City agrees to reimburse Secretary for any non-participating items as determined by Secretary.

6. This process for payment shall continue until the entire scope of work for the Project, or any addendum to the scope of work, is completed. In the event of a state setoff, pursuant to K.S.A. 75-6203 et seq., during the life of the Project, all further financial obligations of City hereunder shall be suspended until such funds are released. Also, KDOT's financial obligations will be suspended until such funds are released to City.

7. It is the intent of the Parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (Cash Basis Law) or the Kansas Budget Law (K.S.A. 79-2925) (Budget Law). Therefore, notwithstanding anything to the contrary herein contained, City's obligations under this Agreement are to be construed in a manner that assures City is at all times not in violation of the Cash Basis Law or the Budget Law. Accordingly, City's obligations hereunder will be subject to sufficiency of annual state and federal appropriations. Also, Secretary's obligations hereunder will be subject to sufficiency of annual state and federal appropriations.

8. Secretary shall not be responsible for any of City's and WAMPO's obligations under this Supplemental Agreement.

9. 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.

10. City agrees that the Project will be developed under applicable KDOT, WAMPO, federal, and state air quality implementation plans.

11. City agrees to comply with the applicable goals or purposes of the newly enacted Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), enacted as Public Law 109-59 on August 10, 2005, specifically Title V, subtitle C (sections 5301-5310).

12. The Parties shall comply with all Federal acts identified on KDOT's Special Attachment #1 as attached hereto and incorporated herein as Exhibit A.

13. The Parties mutually agree that no third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this agreement.

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IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be executed by their respective authorized representatives.

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

By: _____ _____

Jerome T. Younger, P.E. Date
Deputy Secretary for Engineering and
State Transportation Engineer

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ADOPTED THIS _____ DAY OF _____ 2008, BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

The City of Wichita:

_____
Carl Brewer, Mayor

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

_____
Date

ATTEST:

_____
Karen Sublett
City Clerk

_____
Date

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ADOPTED THIS _____ DAY OF _____ 2008, BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS.

Sedgwick County**:**

_____
Thomas G. Winters, Chairman
Sedgwick County Board of County Commissioners

Approved as to Form:

_____
Jennifer L. Magana
County Counselor

_____
Date

ATTEST:

_____
Don Brace
County Clerk

_____
Date

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APPROVED THIS _____ DAY OF _____ 2008, BY:

Wichita Area Metropolitan
Planning Organization

_____
Jeff Longwell
WAMPO Chairperson

ATTEST:

_____
John Schlegel
WAMPO Secretary

_____
Date

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: City of Wichita Point-to-Point Data Network Services

INITIATED BY: IT/IS

AGENDA: New Business

Recommendation: Approve the formal submittal of the application for FFY2004 FHWA ITS Earmarked Integration Fund. This application will be submitted to the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and Kansas Department of Transportation (KDOT). Upon approval of the application, staff requests approval to expend the FFY2004 FHWA ITS Earmarked Integration Fund and a portion of the FFY2003 FHWA ITS Demonstration Fund. Staff also requests approval to expend the Equipment Replacement Fund for match money purposes and for the signing of the associated Supplemental Agreement.

Background: IT/IS Department has been conducting a study to determine the most economical and reliable solution in reducing down time and slow data connections to outlying City facilities. Leased buried cables currently provide connections from City Hall to other locations throughout the city.

Analysis: The IT/IS Department has determined that the most viable and economical approach would be to replace the current leased buried cable network structure with a Point-to-Point (P2P) telecommunications system. P2P communications utilize antenna based broadband technology to move data from one building to another instead of using a buried cable network. A distinct advantage of utilizing a P2P network is that it will provide a means for transferring large amounts of data from one antenna at fixed locations over long distances to City Hall and back.

IT/IS has encountered many instances of slow and problematic transfer rates for data with its current leased buried cable network structure. An evaluation of P2P technology was established between City Hall and Environmental Services in October 2007. This replaced two AT&T leased line circuits. Since its implementation, data transfer speed has been dramatically improved and not a single second of loss in the network communication has been experienced.

The P2P network structure will utilize a minimum of four base antennas located on the top of City Hall. Each base antenna will provide a ninety degree coverage area to its respective quadrant, eventually encompassing the City in total. The base antennas will be capable of receiving data through an access antenna and sending data through a subscriber antenna, to any outlying structure or facility located within that coverage area.

A P2P network structure requires a direct line-of-sight (LOS) connection between the base antenna and outlying facility antenna. If a desired location does not have a direct LOS connection, IT/IS will install an antenna from that facility to an existing LOS location, to complete the network connection.

The P2P network offers several other advantages which include Department Of Defense level data encryption and possible connection to high speed hotspot(s).

Financial Consideration: The IT/IS Department has identified the FFY2004 FHWA ITS Earmarked Integration fund of $646,186, for purchase and installation of the equipment necessary for the construction of the P2P network. Federal Integration funds require a one-hundred percent local match on the awarded federal amount.

Sixty percent of the local match money, $387,711, may be provided through the use of another federal fund source. IT/IS has identified a FFY2003 FHWA ITS Demonstration Fund of $993,500, which will be utilized in part by Transit Services for their ITS related projects. Transit Services has agreed to allow IT/IS to utilize a portion of the Demonstration Fund to provide the sixty percent federal source match amount for the P2P network project.

The remaining forty percent of the match, $258,475, must come from a local source. This amount will be provided from the IT Equipment Replacement Fund (ERF).

Source	Amount	Match Required
FFY2004 FHWA ITS Earmarked Integration Fund	$646,186.00	100%
FFY2003 FHWA ITS Demonstration Fund	$387,711.00	This is 60% Match of $646,186
Local IT ERF	$258,475.00	This is the 40% Match of $646,186
Total Available to Project	**$1,292,372.00**	

The reduction in cost for replacing the buried cable circuits, estimated at $75,895 annually, will permit repayment of the ERF in less than four years.

Expenditure of the FHWA Integration Fund will require:

- Approval from City Council;
- Approval and acceptance by FHWA, FTA and KDOT, of a formal application with a System Engineering Analysis;
- Supplemental Agreement between the City, County, Wichita Area Metropolitan Planning Organization and KDOT.

Goal Impact: This project addresses the Internal Perspective goal by influencing the following indicators: Improve Technology Efficiencies and Increase Productivity.

Legal Considerations: The Supplemental Agreement has been approved by City and County Legal departments as to form. The Application for participation in the FFY04 FHWA ITS Earmarked Integration Fund has been received and reviewed by FHWA, FTA and KDOT as to form and content.

Recommendations/Actions: It is recommended that the City Council:

- Approve the formal submittal of the application for FFY2004 FHWA ITS Earmarked Integration Fund to FHWA, FTA and KDOT;
- Upon approval of the application, approve expenditure of the FFY2004 FHWA ITS Earmarked Integration Fund;
- Approve expenditure of the FFY2003 FHWA ITS Demonstration Fund;
- Approve expenditure of the Equipment Replacement Fund;
- Approve the signing of the associated Supplemental Agreement..

Agenda Item No. 38.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and Members of the City Council

SUBJECT: 2008-2009 HUD Combined Allocations/One Year Action Plan (Districts I, III, IV, VI)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve funding allocations for the City's 2008-2009 HUD Consolidated Plan, authorize preparation of the One-Year Action Plan, and authorize the 30 day public review/comment period.

Background: On November 27, 2007, the City Council established funding allocation amounts for Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), American Dream Downpayment Initiative (ADDI), and Emergency Shelter Grant (ESG) programs and services to be provided by the City and by external service providers. These allocations were based on staff projections of 2008-09 funding. Following the Council's action, City staff issued a Request for Proposal (RFP) and solicited applications for programs and services in the approved categorical amounts.

The City Council-appointed Grants Review Committee (GRC) held a public hearing on January 30, 2008 to provide an opportunity for the public to address the Committee regarding housing and community development needs for CDBG, HOME and ESG funding. No comments were received. The GRC carefully reviewed proposals submitted in response to the CDBG RFP and HOME and ESG applications, in order to develop funding recommendations for the City Council's consideration. The Grants Review Committee's recommendations are summarized in the GRC columns on Attachment 1.

Analysis: Congressional appropriations were announced in January, 2008, and reflected decreases from staff projections and prior year funding for CDBG, HOME, ADDI and ESG. Following is a summary of the original staff projections and actual allocations:

Program	07-08 Actual	08-09 Projections	08-09 Actual	08-09 Adjusted Totals
Community Development Block Grant (CDBG)	$2,919,233	$2,892,413	$2,813,499	$3,413,499
• Program Income			$600,000	
HOME Investment Partnership (HOME)	$1,711,267	$1,711,267	$1,650,087	$1,665,697
• American Dream Downpayment Initiative (ADDI)	$38,634	$38,634	$15,610	
Emergency Shelter Grant (ESG)	$126,435	$126,435	$125,779	$125,779
TOTAL Consolidated Plan Funding				$5,204,975

Attachment 1 reflects recommendations from the Grants Review Committee for CDBG Public Services, HOME CHDO set-aside, and ESG funding, using the actual HUD allocations. It also includes staff recommendations. Following is additional narrative relative to the GRC and staff recommendations.

Community Development Block Grant

1. Capital/Housing/Economic Development

   No new funding is proposed in the Capital Projects category, however Council Members in Districts I, III, IV, and VI will have an opportunity to designate capital projects from their Neighborhood Stabilization allocations. Current year CDBG allocations for Housing Projects include $100,000 for rental housing rehabilitation.

2. New Communities Initiative/StopBlight/START (StopBlight Action Response Team)

   This recommendation proposes an allocation of $450,000 to support neighborhood revitalization activities in the New Communities area and in other parts of the community where blight and substandard living conditions exist. These funds will be expended in partnership with the three programs listed. Funds from program income were allocated to this category.

3. Neighborhood Stabilization

   Funds have been identified from program income to provide $400,000 for Neighborhood Stabilization activities.

4. Public Services

   Based on the November 27, 2007 City Council actions, RFPs were solicited for Women's Services, Youth Recreation and Enrichment, and Summer Youth Employment. The GRC expressed support for Summer Youth Employment however did not recommend the full amount allocated by Council, due to the quality of one of the youth employment proposals. They recommended increasing the women's services allocation by $29,747 and decreasing the youth employment allocation by that amount. Following are their recommendations in both categories:

	Original Agency Request	**GRC Recommendation**	**Council Allocation**	**Difference**
Women's Services			$269,033	+$29,747
• YWCA	$160,873	$160,873		
• Catholic Charities	$137,907	$137,907		
Youth Employment			$163,186	-$29,747
• Family Services Institute	$81,593	$81,593		
• Wichita Indochinese	$163,186	$51,846		

HOME Investment Partnerships Funds

1. CHDO Set-Aside Funding

The Grants Review Committee and staff recommend funding the following Community Housing Development Organizations (CHDOs) from the CHDO set-aside category:

- Community Housing Services for construction of two homes;
- Mennonite Housing Rehabilitation Services for construction of five homes;
- Power CDC for construction of two homes.

All homes will be built in one of the seven Local Investment Areas and sold to income qualified homebuyers.

2. HOME and ADDI Funding

The base allocation for the 2008-2009 HOME program decreased from original projections of $1,711,267 to $1,650,087. The ADDI program was reduced from $38,634 to $15,610. Adjustments for the actual HOME ADDI allocations are reflected in the following chart and in Attachment 1.

Category	07-08 Actual	08-09 Estimates	08-09 Actual Adjustment
Administration	$171,126	$171,126	$165,008
CHDO Operating	$75,000	$75,000	$75,000
HOME 80	$735,141	$541,110	$563,134
ADDI	$38,634	$38,634	$15,610
Boarded Up House	$200,000	$200,000	$200,000
Housing Development Loan	$225,000	$205,013	$205,031
Deferred Loan	$30,000	$245,000	$175,000
CHDO Set-Aside	$275,000	$275,000	$266,914

- Administration funds are capped at 10% of the allocation – the reduced allocation automatically reduced the administration amount.
- The HOME 80 program was increased to match the reduction in American Dream Downpayment Initiative (ADDI). ADDI and HOME 80 provide downpayment and closing cost assistance to first time homebuyers.
- The Deferred Loan program provides funds at zero percent interest for major home repairs for income-eligible homeowners. The maximum loan amount is $35,000. This reduction will eliminate the possibility of two such repair projects but other funds remain available for less extensive repairs.
- HUD regulations require that jurisdictions set aside a minimum of 15% of their entire allocation, for Community Housing Development Organizations (CHDOs) to use for project development. The City of Wichita has historically set aside a larger percentage. Reducing the original set-aside amount results in a set-aside that is still above the 15% minimum.

Emergency Shelter Grants

Staff supports the recommendation of the Grants Review Committee for Emergency Shelter Grant Undesignated Funding, which took into account, the Community Council on Homeless Advocacy (CCHA)'s priorities and proposed funding needs. These recommendations have been adjusted to match the

actual allocation of $125,779.

Financial Considerations: Total funding available for FY 2008-2009 from CDBG, HOME and ESG is $5,204,975, which includes Program Income in the amount of $600,000. These allocations will be effective July 1, 2008.

Each grant program is restricted to certain federal allocation limits, and in the case of HOME funding, a minimum. Following are the limits based on actual FY 2008-2009 allocations:

CDBG	$1,163,310	Public Services - Cap
	$562,670	20% Planning and Administration - Cap
HOME Funds	$247,513	15% Neighborhood-Based Non-Profits (CHDOs) - Minimum
	$165,008	10% Administration - Cap
Emergency Shelter Funds	$37,733	30% Essential Services - Cap
	$37,733	30% Homeless Prevention - Cap
	$6,289	5% Administration - Cap

The attached recommendations are within all required caps or minimums.

Goal Impact: Approval of the Consolidated Plan funding allocation schedule will impact the Economic Vitality and Affordable Living, Quality of Life, Core Area and Neighborhood, and Efficient Infrastructure goals.

Legal Considerations: The allocation of Consolidated Plan funds is subject to individual federal eligibility rules regarding specific activities/programs and the national objectives. The process by which grant funds are authorized by the City Council is a matter of local determination, providing all HUD eligibility requirements are met. The national objectives of the Community Development Act are to principally benefit low/moderate income persons, eliminate slum and blight, or meet other urgent community needs. The HOME program must also primarily benefit low/moderate income persons and the Emergency Shelter Grant program must benefit homeless persons.

The City Council has the authority to solicit proposals or to reserve grant funds for community priority needs and programs, as determined by the City Council. The recommendations herein meet all federal requirements in the allocation of funds. Upon approval of this action and prior to final allocations and payments, each project must be verified for eligibility for use of the respective grant funds. In addition, staff will prepare a One-Year Action Plan of activities to be funded based on the City Council's action. The One-Year Action Plan will be presented to City Council and will be made available for a required 30-day public review/comment period prior to final approval.

Recommendations/Actions:

It is recommended the City Council approve the funding designations for the City's 2008-2009 HUD Consolidated Plan Combined Application, as summarized below and detailed in Attachment 1:

- CDBG Housing funds in the amount of $1,179,171;
- CDBG New Communities Initiative/StopBlight/START funds in the amount of $450,000;
- CDBG Neighborhood Stabilization funds in the amount of $400,000;
- CDBG Public Services funds for Neighborhood Assistance in the amount of $325,108;
- Grants Review Committee recommendations for CDBG Public Services funds in the amount of $532,219;
- CDBG Planning and Administration funds in the amount of $527,001;
- HOME project funds, including ADDI, in the amount of $1,398,783;
- Grants Review Committee recommendations for HOME CHDO Set-Aside funding in the amount of $266,914;
- Grants Review Committee recommendations for Emergency Shelter Grant funding in the amount of $125,779;

authorize preparation of the One-Year Action Plan; and authorize the 30-day public review/comment period.

Attachments: 2008-2009 Consolidated Plan Allocations Spreadsheet

2008-2009 CONSOLIDATED PLAN ALLOCATIONS

ATTACHMENT 1
(Page 1)

3/11/2008

CDBG - CAPITAL

	COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY STAFF
	Capital Improvement Projects	$400,000	$0	
	Total - Capital Projects	**$400,000**	**$0**	**$0**

CDBG - HOUSING

	COMMUNITY DEVELOPMENT BLOCK GRANT Housing Projects	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY STAFF
	Environmental Services			
	- Neighborhood Code Enforcement Officers	$171,869		
	Office of Central Inspection			
	Demolition and Clearance of Dangerous and Unsafe Buildings		$171,000	$171,000
	Housing and Community Services			
	- NIS Administration	$446,912	$457,894	$457,894
	- Home Repair	$550,000	$474,191	$395,277
	- Rental Housing Loan Program			$100,000
	Community Based Home Repair	$75,000		
	- Neighborhood Clean-Up	$50,000	$50,000	$50,000
	- Secondary Structure Demolition Program	$5,000	$5,000	$5,000
	- StopBlight Property Enhancement	$85,610		
	Total - Housing Projects	**$1,384,391**	**$1,158,085**	**$1,179,171**

CDBG - ECONOMIC DEVELOPMENT

	COMMUNITY DEVELOPMENT BLOCK GRANT Economic Development	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY STAFF
	- 13th/Grove Grocery Store Loan Guaranty (July 12, 2005)	$350,000		
	Total - Economic Development	**$350,000**	**$0**	**$0**

CDBG - NEW COMMUNITIES INITIATIVE/STOPBLIGHT

	COMMUNITY DEVELOPMENT BLOCK GRANT Housing and Community Services	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY STAFF
	- NCI/StopBlight/START		$350,000	$450,000
	Total - New Communities Initiatives	**$0**	**$350,000**	**$450,000**

CDBG - NEIGHBORHOOD STABILIZATION/PROGRAM INCOME

	COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY STAFF
	CDBG Program Income			$400,000
	Total - Neighborhood Stabilization	**$0**	**$0**	**$400,000**

2008-2009 CONSOLIDATED PLAN ALLOCATIONS

(Page 2)

Revised 3/20/07

CDBG - PUBLIC SERVICES

	COMMUNITY DEVELOPMENT BLOCK GRANT Public Services	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	GRANTS REVIEW COMMITTEE	CITY STAFF
	City Manager's Office				
	- Neighborhood Assistance Program (DAB)	$316,438	$325,108	N/A	$325,108
RFP	**Women's Services**		$269,033		
	- Catholic Charities, Inc. - Harbor House	$112,033		$137,907	$137,907
	- YWCA of Wichita - Women's Crisis Center/Safehouse	$157,000		$160,873	$160,873
RFP	**Youth Recreation and Enrichment**		$100,000		
	-YMCA (Youth Recreation Alliance)	$100,000		$100,000	$100,000
RFP	**Summer Youth Employment**		$163,186		
	- Family Services Institute (FSI)	$81,593		$81,593	$81,593
	- Wichita Indochinese Center (WIC)	$81,593		$51,846	$51,846
	Total - Public Services	**$848,657**	**$857,327**	**$532,219**	**$857,327**

CDBG - PLANNING AND ADMINISTRATION

	COMMUNITY DEVELOPMENT BLOCK GRANT Planning and Administration	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY STAFF
	Housing and Community Services			
	- CDBG Indirect Costs	$60,543	$66,390	$66,390
	- CDBG Program Management	$328,281	$334,239	$334,239
	- Urban League - Fair Housing Initiatives	$10,000	$10,000	$10,000
	Planning Department			
	- Historic Preservation Planning	$89,783	$92,117	$92,117
	- Mandated Consolidated Plan Activities	$23,785	$24,255	$24,255
	Total - Planning and Admin.	**$512,392**	**$527,001**	**$527,001**
	GRAND TOTAL - CDBG	**$3,495,440**	**$2,892,413**	**$3,413,499**

2008-2009 CONSOLIDATED PLAN ALLOCATIONS

(Page 3)

Revised 3/20/07

HOME PROJECTS

	HOME INVESTMENT PARTNERSHIPS PROGRAM Projects	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY STAFF
	Housing and Community Services			
	- HOME Investment Partnership Administration	$171,126	$171,126	$165,008
	- HOME Operating Funds for CHDO's	$75,000	$75,000	$75,000
	- HOMEownership 80 Program*	$735,141	$541,110	$563,134
	- 2007 ADDI Downpayment/Closing Costs Grants**	$38,634		
	- 2008 ADDI Downpayment/Closing Costs Grants**		$38,634	$15,610
	- Boarded-up House Program	$200,000	$200,000	$200,000
	- Housing Development Loan Program	$225,000	$205,031	$205,031
	- Deferred Loan Program	$30,000	$245,000	$175,000
	Total HOME Projects	**$1,474,901**	**$1,475,901**	**$1,398,783**

	HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO Set Aside Projects	2006/2007 ALLOCATIONS	2007/2008 SUGGESTED ALLOCATIONS	GRANTS REVIEW COMMITTEE	CITY STAFF
	CHDO Set Aside		$275,000	**$266,914**	
	Community Housing Services				
	- Single Family Home Development	$0		$65,434	$65,434
	Mennonite Housing Rehab Services (MHRS)				
	- Single Family Home Development	$150,000		$123,596	$123,596
	Power CDC				
	- Single Family Home Development	$88,500		$77,884	$77,884
	Wichita Indochinese Center				
	- Single Family Home Development	$36,500			
	Total CHDO Set Aside Projects	**$275,000**	**$275,000**	**$266,914**	**$266,914**
	Subtotal - HOME & CHDO Set Aside Projects	**$1,749,901**	**$1,750,901**		**$1,665,697**
	GRAND TOTAL - HOME	**$1,749,901**	**$1,750,901**	**$1,665,697**	**$1,665,697**

2008-2009 CONSOLIDATED PLAN ALLOCATIONS

(Page 4)

Revised 3/20/07

ESG PROJECTS

	EMERGENCY SHELTER GRANT	2006/2007 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	GRANTS REVIEW COMMITTEE	CITY STAFF
	Emergency Shelter Grant - Final Allocation				**$125,779**
	Essential Services - Maximum Allocation (30%)		**$37,931**	**$35,999**	
	- Catholic Charities - Anthony Family Shelter	$4,683		$4,659	$4,659
	- Inter-Faith Ministries - Inter-Faith Inn	$4,280		$4,258	$4,258
	- Salvation Army - Emergency Lodge	$6,344		$6,311	$6,311
	- United Methodist Open Door	$20,879		$20,771	$20,771
	Maintenance and Operations		**$44,251**	**$73,798**	
	- Catholic Charities - Anthony Family Shelter	$19,590		$19,488	$19,488
	- Catholic Charities - Harbor House	$6,724		$6,689	$6,689
	- Inter-Faith Ministries - Inter-Faith Inn	$19,646		$19,544	$19,544
	- Inter-Faith Ministries - Safe Haven	$8,801		$8,755	$8,755
	- Salvation Army - Emergency Lodge	$15,790		$15,708	$15,708
	- YWCA - Women's Crisis Center	$3,633		$3,614	$3,614
	Homeless Prevention - Maximum Allocation (30%)		**$37,931**	**$9,693**	
	- Center of Hope - Rent Assistance	$9,744		$9,693	$9,693
	Administration - Maximum Allocation (5%)		**$6,322**		
	- Human Services Department - ESG Administration	$6,321		$6,289	$6,289
	GRAND TOTAL - ESG	**$126,435**	**$126,435**	**$125,779**	**$125,779**

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: New Communities Initiative Request for Proposal

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: It is recommended that the City Council authorize issuance of the Request for Proposal for a strategic master plan for the New Communities Initiative area.

Background: On November 20, 2007 the City Council approved an allocation of $250,000 to help fund the development of a strategic master plan. Since that time staff of the Housing and Community Services Department and the Metropolitan Area Planning Department, have created a request for proposal for the plan.

Analysis: The New Communities Initiative area boundaries are Central, Hillside, 21st Street and Topeka/Mosley. Over the course of many years, this area has experienced physical, economic and social decline which has created a community of heavy consumers of public services. Staff from local and state government are currently partnering with community resources, to create and implement strategies to reverse the negative trends and replace them with productive alternatives. The initiative has also gained national attention, and is being considered as a model for redevelopment. New Communities Initiative participants and supporters are interested in the creation of a strategic master plan which will provide a comprehensive blueprint for change.

Financial Considerations: The cost of the development of a strategic master plan is unknown however there is a strong commitment from national foundations to match or exceed the City's allocation of $250,000 to fund the total cost.

Goal Impact: Development of the plan will impact the Core Area and Neighborhood, Safe and Secure Community, Economic Vitality, and Quality of Life goals.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council authorize issuance of the Request for Proposal for a strategic master plan for the New Communities Initiative area.

Attachments: Request for Proposal.

REQUEST FOR PROPOSAL

A New Communities Initiative Strategic Master Plan for Designated Area of Central Northeast Wichita

INTRODUCTION

The City of Wichita, Kansas, has begun its New Communities Initiative, a strategy designed to support and enhance successful families and sustain the communities in which they live. The initial focus area for this project is a defined area within the 67214 Zip Code in the Central Northeast portion of Wichita. (See attached map). This target area is currently characterized by high poverty levels, high crime rates, low education attainment levels, home-ownership rate of 40% (compared to City-wide rate of 62%, abandoned and boarded-up homes, vacant properties and area de-population. The goal of this New Communities Initiative is to develop a Strategic Plan containing:

1. A human capital plan element to address the critical socio-economic needs of the people living in this area.
2. A physical plan element to identify improvements to the physical environment necessary to support the human capital plan element, including both conceptual and detailed redevelopment plans for key catalytic revitalization sites that serve as 'community centerpieces' within the target area.

The New Communities Initiative is supported by a wide coalition of state and local leaders from both the public and private sectors, whose collective vision is to accomplish its goals. It will start in a defined area but is intended to move to other areas of the City as goals are achieved. A Policy Group representing this coalition oversees the project, and provides policy direction to the work groups who are focused on five pillar areas. These 'pillars' form the context within which the New Communities Initiative will create improved quality of life through coordinated service delivery and focused attention of all available resources.

The five pillar areas are:

- Adult Education and Economic Development
- Children and Youth
- Physical, Mental and Behavioral Health
- Housing for All
- Safe & Secure Neighborhoods

Goals have been established for each of these pillar areas, but the Policy Group recognizes that a re-evaluation of current efforts and structure would be appropriate, and more work needs to be done to make its goals actionable. In particular, the work accomplished thus far does not comprehensively address the area's physical infrastructure needs.

Therefore, in support of this effort, the City of Wichita requests your proposal to assist it in the development of a "New Communities Initiative Strategic Plan" for the designated area in Zip Code 67214 in Central Northeast Wichita. The City's intent is to engage all the key service providers in the development of this strategic plan and to provide sufficient details

on effectiveness of program delivery, opportunities for programming adjustments, and the integration and coordination of implementation efforts including the important 'who, what, when, where, how much (funding) elements. In addition, a physical plan element is also needed that contains both conceptual and detailed redevelopment plans. Redevelopment plans should involve residential, commercial, community and / or educational projects and designs. Projects must be justifiable from both a market feasibility and community needs / benefits standpoint, and should include key catalytic revitalization sites which can serve as 'community centerpieces' within the target area.

The proposal should reflect the current state of this community in terms of community motivation, organization, and activity. As stated earlier, partnerships have already been formed with a wide coalition of state and local leaders from the private and public sectors. Focus areas are already established with associated partnership groups having developed specific goals in each of the five pillar areas. A New Communities Initiative Strategic Plan for the target area should be strategic in nature, with a focus on how to bring everyone together in synergistic ways, identifying gaps that need to be filled, and creating strategies to fill those gaps.

Most of the groundwork for this type of plan has already been laid by many years of community effort in Wichita. The city has a fairly good inventory and assessment of the target area. An update to the *Central Northeast Area Plan* was adopted in 2005. The *McAdams Neighborhood Revitalization Plan* was adopted in 2003. A plan for the Center City area (CORE) was adopted in 2000 (currently under revision). The needs of this area are also addressed in Wichita's *2004-2008 Consolidated Plan*. Various community stakeholder groups have been working on the elements of a human capital plan for several years.

The City is looking for an excellent facilitator of the many players and stakeholders already actively engaged, and necessary for the successful implementation of a new community initiative strategic plan. The preferred proposer must have the outside experience to supplement the local experience, to identify gaps, and to cheerlead the effort. They must also have the ability to conduct a feasibility / market assessment of any redevelopment projects deemed appropriate for the area, and identify appropriate funding sources. The resulting plan must provide sufficient details on the integration and coordination of implementation efforts, including the important 'who, what, when, where, how much (funding)' elements.

PROPOSED SCOPE OF SERVICES

General Requirements of the Plan

- Establishment of a vision and a set of plan goals, objectives and strategies that provide the basis for implementing the physical plan and the human capital plan elements.

- Development of detailed action plans (who, what, when, where, how) including associated timelines and partnerships, plus the development of benchmarks and performance measures to implement the recommended strategies.

- Identification of local, state and federal funding options / sources / grants, and private / public-financing strategies available to implement the plan strategies.

- Integration with current city revitalization efforts in the target area, including the Stop Blight and the Beat 44 Community Policing initiatives.

- Integration with current and proposed community agency efforts and initiatives within the target area.

- Estimation of the direct and indirect costs to the City of Wichita, Sedgwick County, State of Kansas and the community at large, associated with current physical and social conditions in the designated area.

The Physical Plan Element:

- Assessment and evaluation of existing physical, economic, and environmental conditions / issues in the plan area. This shall include but not be limited to data on housing stock, commercial and industrial businesses, historic resources, public facilities / infrastructure including transportation infrastructure.

- Development of both conceptual and detailed redevelopment plans for key catalytic revitalization sites serving as 'community centerpieces' for the revitalization effort within the target area. Key catalytic revitalization sites need to be identified as part of this initiative, and could include such sites as the Neighborhood City Hall, and new Boys and Girls Club and the new public school located north of 21st Street. Redevelopment plans could involve residential, commercial, community and / or educational projects. All projects must be justifiable from both a market feasibility and community need / benefit standpoint.

- Evaluation of existing land and buildings for future use, rehabilitation and/or redevelopment and recommendations regarding any clearance or redevelopment issues.

- Identification of the public and private improvements needed to support the proposed strategies, including the priorities and cost estimates of the public investment required.

- It would be helpful if the plan document is tailored to various geographical sub-sections of the community which have unique challenges and needs.

The Human Capital Plan Element:

- Assessment of existing demographic, economic, and social issues in the plan area. This assessment shall include but not be limited to data on demographics, education, crime, household income, homeownership, existing social / community service providers and programs operating in the area.

- Evaluation of relevant, pertinent and feasible community capacity building elements contained in current plans adopted for the target area that can be integrated into the new communities initiative strategic plan.

- Identification of current and proposed community and social service agency efforts and initiatives within the target area, including an evaluation of program effectiveness related to the goals of the New Communities Initiative strategic plan.

- Establishment of human capital needs and priorities related to the existing Pillar areas focused on Adult Education and Economic Development, Children and Youth, Physical, Mental and Behavioral Health. This shall also include but not be limited to the following focus areas: ex-offender re-entry into the community; adult education and employment; youth development and education; community capacity building; area business capacity building**;** and, safety and security.

- It would be helpful if the plan document incorporates involvement of community residents in plan implementation. Such involvement should include, but not be limited to, engaging returning ex-offenders in implementation strategies related to construction or other employment opportunities that emerge as a result of this plan.

Community Involvement Process:
Preparation of this plan requires a community outreach approach that involves key local, state and federal partners. Additionally, this approach must inform and work closely with neighborhood residents, landowners, business representatives, social service providers, faith community, government staff, educators, elected officials and other key stakeholders to build consensus in the development and adoption of a vision, goals, objectives and action-oriented strategies that will result in the revitalization and redevelopment of the targeted area.

Consultant proposals are to include specific details on the proposed community outreach program/approach to be used during the development of this plan, including the number and type of meetings proposed.

DRAFT for 3-18-08 Agenda

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF WICHITA PERTAINING TO CHANGES TO THE RULES OF PROCEDURE OF THE CITY COUNCIL; AMENDING CHAPTER 2.04 OF THE CITY CODE; AND REPEALING THE ORIGINAL OF SAID CHAPTER.

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

Section 1. Section 2.04.005 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.005. City council; terminology and interpretation.

Unless otherwise apparent from the clear reading and intent of the Code of the City of Wichita:

(a) All references to the "city council," "council," or "members of the council," ~~or "commission"~~ shall be deemed to be to the entire governing body and members thereof consisting of six council members and the mayor.

(b) All references to an individual ~~"commissioner" or~~ "council member" shall be deemed to be a reference to each member of the governing body including the six council members and the mayor.

(c) All actions of the council shall be taken by a majority vote of the members-elect, irrespective of the number in attendance, except when the city code calls for a specific number of votes. A "majority of the members-elect" or a "majority of the council" shall mean four members, except when there is a vacancy or disqualification on the council. ~~All references in the code to a "majority (three)" of the council shall be deemed to read a "majority " of the council. All references in the code to action by "three" council members shall be deemed to read " " council members.~~

(d) Actions of the council regarding routine procedural matters which are specifically identified in this code, and which are made by a motion of a "majority of a quorum," shall mean a majority of the members present at the meeting.

~~(e) All reference to a council or total number of members of "five" shall be deemed to read a council of "seven."~~

~~(f) All words importing the masculine gender only shall be deemed to include the feminine and neuter and shall be applied in a manner.~~ (Ord. No. 42-076)

Section 2. Section 2.04.010 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.010. Selection and term of officers.

The first order of business at the first regular meeting following the first Tuesday in April of each odd-numbered year shall be to swear in the newly-elected city council members and mayor. The presiding officer shall be the mayor, chosen by the electorate in the manner and for the term as set forth ~~in~~ by charter ordinance. The mayor shall be removed from office by recall or other procedures as may be set forth by law. A vice mayor shall be chosen by a majority written vote of the council from among its membership at the first regular meeting following the first Tuesday in April, and every year thereafter for a term of one year. The vice mayor shall serve at the pleasure of the council and shall be removed as an officer for cause, which shall be determined by majority (four) vote of the council.

Each officer shall serve for the term prescribed and until a successor has been duly elected and qualified.
(Ord. No. 40-542 § 2)

Section 3. Section 2.04.015 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.015. Filing for office.

Any member of the governing body may file, be nominated, or run for the office of mayor or council member while serving as a member of the governing body and remain on the governing body; provided that, such member may not file, be nominated, or run for more than one such office at one time. Upon election to such new office, the member must resign from the existing office prior to being sworn in as council member or mayor.

Section 4. Section 2.04.020 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.020. Installation of officers.

(a) OATH OF MAYOR. Before assuming the duties of the office the mayor shall take the oath of office administered by the city clerk or a duly appointed or elected federal, state or municipal judge as follows:

> "I, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Kansas, and will faithfully and impartially discharge the duties of the office of Mayor in and for the City of Wichita, Kansas, so help me God."

The mayor shall assume the chair immediately after the oath has been administered.

(b) OATH OF VICE MAYOR. Immediately after the election of the vice mayor, and after the mayor has been sworn in when applicable, the vice mayor shall take the oath of office administered by the city clerk or a duly appointed or elected federal, state or municipal judge. When the vice mayor takes the oath of office, the words "office of the Vice Mayor" shall be substituted where the oath states" office of the Mayor."
(Ord. 40-542 § 4)

Section 5. Section 2.04.030 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.030. Duties of officers.

The mayor shall be the official head of the city on formal occasions and shall serve as the leader in the activities and duties of the city council. As the official head of the city, the mayor shall not only lead but shall speak to the aims, policies and programs of the city, but his or her authority is restricted to that of a council member, except as hereinafter while serving as chairman of the council meetings. The mayor shall have no administrative or executive duties but shall refer all such matters to the city manager. The mayor shall preside at all meetings of the city council, shall sign all resolutions, proclamations, minutes, ordinances, contracts, revenue bonds and other official instruments approved by the city council; provided that, such documents and instruments may be signed in the manner provided in Section 2.04.035. The mayor shall have no veto power.(Ord. No. 44-484 § 1)

Section 6. Section 2.04.031 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.031. Vice mayor to preside when.

In the absence of the mayor, the vice mayor shall substitute for the mayor on public occasions, shall preside at meetings as provided in this chapter for the mayor, and shall sign minutes, proclamations, resolutions, ordinances, contracts, revenue bonds and other official instruments approved by the city council as may be necessary in the absence of the mayor. The vice mayor shall assume no other duties of the mayor than specifically provided herein or as may be required by law.(Ord. No. 32-954 (part); Ord. No. 32-644 (part))

Section 7. Section 2.04.032 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.032. Order of succession.

The city council shall designate, by resolution, from the members thereof, the order of succession as mayor in the absence from the city of the mayor, the vice mayor or other council members.(Ord. No. 32-954 (part); Ord. No. 32-644 (part))

Section 8. Section 2.04.035 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.035. Signing of documents.

(a) The mayor may delegate to the city manager the authority to sign or execute all documents and instruments in the name of the city manager which the mayor is authorized to sign or execute by law, council action or custom; provided that, such delegation shall not pertain to ordinances. Such delegation of authority shall be in writing under oath and a copy shall be filed with the city clerk; such delegation may also be accomplished according to policy adopted by city council. The delegation shall specify the nature of the documents and instruments, which the city manager is authorized to sign and the circumstances under which such authority may be exercised.

(b) The mayor may delegate to the city manager, the city clerk, or any designee of the city manager or city clerk, the authority to place a facsimile signature of the mayor upon documents and instruments which the mayor is authorized to sign by law, council action or custom; provided that, such delegation shall not pertain to ordinances and documents required to be notarized. The delegation of authority shall be in writing under oath and filed with the city clerk; such delegation may also be accomplished according to policy adopted by the council. The delegation shall specify the nature of the documents and instruments upon which a facsimile signature may be placed and the circumstances under which such authority may be exercised.

(c) The delegation of authority to sign or execute documents and instruments under subsections (a) and (b) is personal to the mayor and shall terminate at the end of the term or occurrence of a vacancy in the office of the mayor. The delegation under this section may be terminated in whole or part at any time in writing by the mayor or by action of the city council.

(d) This section shall be construed broadly so as to effectuate its general public purpose for efficiency and to give legal effect to the actions of the city council and the mayor. Nothing in this section shall be construed to limit the authority of city officials to use facsimile signatures under the Uniform Facsimile Signature of Public Officials Act or digital signatures under the Kansas Digital Signature Act.(Ord. No. 44-484 § 2)

Section 9. Section 2.04.040 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.040. Vacancies.

(a) Officers. In the event of a vacancy occurring in the office of mayor or vice mayor because of resignation, ouster, disqualification, removal, death or other cause, except expiration of elected term, a notice of vacancy shall be announced at the regular council meeting following the date on which such vacancy occurs. The position shall be filled from among the remaining council members by written ballot of the majority of the governing body at the next regular meeting, at which all the remaining members are present, following notice of vacancy. The written balloting for filling the vacancy of mayor or vice mayor shall be in accordance with the procedures in subsection (b)(5) of this section. If the vacancy of the

office of mayor or vice mayor results in a vacancy on the council, then the procedures in subsections (b), (c) and (d) of this section shall control to fill the council vacancy.

(b) Members. In the event of a vacancy occurring in the membership of the council, other than mayor, because of resignation, death, ouster, disqualification or other reasons except expiration of elected term, a notice of vacancy shall be announced at the first regular meeting following the date on which such vacancy occurs. The vacancy shall be filled pursuant to the following procedure:

(1) The District Advisory Board (DAB) within the district having the vacancy shall, ~~**within seven days**~~ following the petition deadline set by the governing body, hold a forum open to the public to screen all candidates who have filed a lawful petition for candidacy.

(2) ~~On the same date, a~~ At the conclusion of the public forum, said DAB shall, by majority vote of those present, nominate not less than four and not more than five candidates for the governing body to consider.

(3) If less than four lawful petitions for candidacy are filed and considered by the DAB, the DAB, after the public forum, shall forward all the names of the nominees to the governing body for consideration.

(4) The DAB shall forward to the governing body in writing the names of the candidates nominated in alphabetical order and not by any ranked order of preference.

(5) At a ~~the next~~ regular meeting of the governing body following the receipt of the DAB nomination, at which all the remaining members are present, the remaining members of the governing body shall elect by written ballot from those nominated a new member to fill the unexpired term; provided that, such election shall require a majority vote of the members-elect. In the event the remaining members of the governing body are unable to agree after ~~twenty~~ five ballots, the vacancy election process shall automatically be scheduled for the next two consecutive regular ~~deferred to the next regular~~ meetings of the governing body. ~~At the next regular meeting of the governing body, at which all the remaining members are present, the vacancy election process shall be included on the meeting agenda as the last item of business and said meeting shall not be adjourned until such time as a new member shall be elected~~ If the remaining members of the governing body are unable to agree by majority vote of the members-elect after five ballots at either of the next two consecutive regular meetings, the tie shall be broken by a coin toss to select the candidate to fill the unexpired term.

(c) Unexpired Term. The person elected as mayor or council member under subsection (a) or (b) shall fill the unexpired term until the next general city election, at which time the remaining unexpired term shall be filled by election; provided that such vacancy occurs prior to the first day of January in any year of a general city election. If the vacancy occurs after the first day of January in any year of a general city election, the person elected by the remaining council shall hold office for the entire unexpired term.

(d) Nominees. Candidates to fill the vacant term under subsection (b) shall meet all appropriate qualifications for candidates to such position including that of district residency. Candidates shall be nominated by petition containing not less than one hundred signatures of qualified electors who reside in the district having the vacancy at the time of signing the petition. Such petitions must be filed with the city clerk within three weeks following the notice of vacancy unless a time certain is indicated by the city council at the time of notice of vacancy. The petition shall state the name and place of residence, giving the street and number, of the candidate for the vacant term. The signatures to the petition need not all be appended to one paper, but each signer shall add to his or her signature his or her place of residence, giving the street and number. One of the signers of each such paper shall make oath before an officer competent to administer oaths that the statements thereto are true as he or she believes and that each signature to the paper appended is the genuine signature of the person whose name it purports to be. The city clerk shall determine the sufficiency of the petition, and may rely upon assistance and information from the election commissioner.(Ord. No. 41-750 § 1)

Section 10. Section 2.04.050 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.050. Code of ethics for council members.

Council members occupy positions of public trust. All business transactions of such elected officials dealing in any manner with public funds, either directly or indirectly, must be subject to the scrutiny of public opinion both as to the legality and to the propriety of such transactions. In addition to the matters of pecuniary interest, council members shall refrain from making use of special knowledge or information before it is made available to the general public; shall refrain from making decisions involving business associates, customers, clients, friends and competitors; shall refrain from ~~repeating~~ repeated and continued violation of city council rules; shall refrain from appointing immediate family members, business associates, clients or employees to municipal boards and commissions; shall refrain from influencing the employment of municipal employees; shall refrain from requesting the fixing of traffic tickets~~, police summons~~ and all other ~~similar~~ municipal code citations; shall refrain from seeking the employment of immediate family members in any municipal operation; shall refrain from using their influence as members of the governing body in attempts to secure contracts, zoning or other favorable municipal action for friends, customers, clients, immediate family members or business associates; and shall comply with all lawful actions, directives and orders of duly constituted municipal officials ~~officers~~ as such may be issued in the normal and lawful discharge of the duties of these municipal officials ~~officers~~.

Council members shall conduct themselves so as to bring credit upon the city as a whole and so as to set an example of good ethical conduct for all citizens of the community. Council members shall bear in mind at all times their responsibility to the entire electorate, and shall refrain from actions benefiting special groups at the expense of the city as a whole and shall do everything in their power to ensure equal and impartial law enforcement throughout the city at large without respect to race, creed, color or the economic or the social position of individual citizens. (Ord. No. 31-223 § 1; Ord. No. 23-264 § 5)

Section 11. Section 2.04.051 of the Code of the City of Wichita, Kansas, shall read as follows:

Section 2.04.051. Representing the City.

No member of the City Council, employee of the City, or Council appointee shall state a position or policy of the City until said position or policy has been adopted by an affirmative motion, ordinance or resolution of the Council. No restraint on individual expression is hereby intended, so long as the Council member, City employee or Council appointee clearly indicates that the position expressed is his or her individual opinion and not the position or policy of the City.

Section 12. Section 2.04.052 of the Code of the City of Wichita, Kansas, shall read as follows:

Section 2.04.052. Confidentiality of information.
During the course of their duties, Council members will receive confidential information or attorney-client privileged communications that for good reason may be withheld under the Kansas Open Records Act, Kansas Open Meetings Act and other laws. This will be information that is commercially sensitive or is personal to a particular individual or organization and may affect City's legal rights and responsibilities. Council members acknowledge that failure to observe confidentiality will impede the performance of the council by inhibiting information flows and undermining public confidence in the council. The confidentiality of this information will be protected by Council members and not disclosed unless a resolution of the Council to release the information is adopted by a majority vote of the Council members.

Section 13. Section 2.04.060 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.060. Employment of professional services.

Employment of professional services, such as furnished by appraisers, accountants, architects, lawyers, realtors, engineers and others of similar professions, shall be authorized by appropriate action of the majority (Four) of the city council members or by the city manager when such authority is granted by an administrative policy of the city which has been approved by the city council. Selection for employment shall be made from ~~a roster maintained by the city manager~~ responses of qualified persons or firms interested in employment by the city. ~~Any member of the city council and the city manager shall have the right to place individual or firm names on the city roster, but~~ All selections by the city council members shall be by majority vote after recommendation by the city manager with respect to demonstrated competence and qualification for the type of services required at fair and reasonable prices, with a strong emphasis on qualifications, skills, expertise, and experience, provided, that the city council may designate itself to serve as the selection committee on projects of wide public interest. (Ord. No. 33-602 (part))

Section 14. Section 2.04.070 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.070. Appointments to municipal boards and commissions.

All appointments of members of boards and commissions of the city shall be made in accordance with the statutes of Kansas and the ~~revised~~ code of ethics for council members of Section 2.04.050 of this Code and ~~adopted by the city council, March 11,~~ the policies and procedures of Chapter 2.12 of this Code.(Ord. No. 23-451 § 1)

Section 15. Section 2.04.080 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.080. Legal notices.

The city council shall follow a policy with respect to legal notices concerning annexation, zoning, public hearings, condemnations, etc., as such notice may, in the opinion of the city attorney, be required by state statute or federal law.(Ord. No. 23-264 § 8)

Section 16. Section 2.04.090 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.090. Approval of expenditures.

(a) The city council shall approve all contracts for public improvements and purchases in excess of twenty-five thousand dollars and all transfers of funds in excess of twenty-five thousand dollars, in addition to such regular budget approvals as may be required by law; provided, however, that the approval of a majority of the council (Four) shall be required to overrule a recommendation of the city manager or to exercise approval in those cases where action by city ordinances is required.

(b) No individual council member shall incur any expense by travel or otherwise for the city except at the direction of a majority of a quorum of the council. Such approval shall be obtained prior to incurring the expense, except for the following circumstance: expenses totaling three hundred dollars or less which may be incurred if ~~(1)~~ (1) funds for such expenditure are available in the adopted budget and ~~(2)~~ (2) such council member notifies the council prior to the expenditure of the intended expense.
(Ord. No. 42-244 § 1)

Section 17. Section 2.04.100 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.100. Relationship between city council and city manager.

The members of the city council and the city manager shall observe scrupulously the relationship and the respective authorities and responsibilities of each as provided by the statutes, city ordinances, council rules or procedure and the ethics of good conduct. Generally speaking, the council shall act as a policy-making body only except as specifically provided otherwise by

statute, and the city manager shall act as the administrative head of the city. The council shall delegate to the city manager all administrative duties not specifically required by statute to be performed by the council. No member of the city council shall interfere directly with the conduct of any municipal department except at the express direction of a majority (four) of the council. All instructions or direction to the city manager shall come from the council as a whole after approval of a majority (four) of the council. The city manager shall disregard any other instructions or directions and shall refer them to the council as a whole. Requests for routine information may be made to department heads by individual council members but all requests for lengthy or detailed reports shall be made only to the city manager. No instructions or directions shall be given by individual council members to department heads or to other city employees who shall refer such instructions immediately to the city manager, who, in turn, shall bring such improper actions to the attention of the entire council for such action as may be appropriate in each individual case.
(Ord. No. 23-264 § 10)

Section 18. Section 2.04.110 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.110. Duties of city manager relative to city council.

The city manager shall act as the administrative head of the city and in such capacity shall direct the affairs of the city within the limits of the budget, the policies established by the city council and the requirements of the statutes. The city manager shall attend all meetings of the council unless excused by a majority (four) of the council. The city manager shall prepare and submit the annual budget to the council, shall keep the council advised as to the financial condition and requirements of the city and shall make recommendations to the council on all matters concerning the welfare of the city. The city manager shall have no vote in the public meetings of the governing body and shall refrain from attempting to establish policy except as he or she shall make recommendations to the city council as a whole. The city manager shall be employed by a majority (four) of the council and shall serve at the pleasure of the majority (four) of the council. The city manager shall refrain from any and all political activity whatsoever and shall so conduct himself or herself as to observe the highest standard of ethics of the city manager profession. When requested by the city manager (and not by individual members of the council) certain department heads and employees of the city shall attend council meetings. The city manager shall advise with the council on matters pertaining to the affairs of the city. (Ord. No. 23-264 § 11)

Section 19. Section 2.04.120 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.120. Duties of city attorney relative to city council.

(a) The city attorney shall attend all meetings of the city council. The city attorney shall draft or cause to be drafted for his or her approval all ordinances, resolutions, contracts, releases, agreements and other instruments pertaining to legal actions of the city which shall have been approved as to form and legality by the city attorney before presentation

to the council. No ordinances or resolutions or other documents shall be prepared by the city attorney unless requested by the city manager, unless such request shall have been placed on the agenda and approved by a majority (four) of the council. When requested by any member of the council, the city attorney shall furnish an opinion, either written or oral as may be appropriate in each case, concerning parliamentary rulings, interpretations of council rules of procedure and opinions as to legality of matters under consideration. The city attorney is the chief legal advisor to the council and the city manager, who are entitled to rely upon his or her legal opinions, which shall be considered final as they relate to municipal affairs except as they may be adjudicated in the courts.

(b) The city attorney shall be the parliamentarian for the council, and shall provide advice and counsel to the presiding officer on all infractions of the council rules and procedures for the conduct of meetings.(Ord. No. 34-163 (part))

Section 20. Section 2.04.130 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.130. Duties of city clerk relative to city council.

The city clerk shall be ex officio clerk of the council, shall keep minutes of the meetings and shall perform such other and further duties in the meetings as may be directed by the city council or the city manager. The city clerk shall keep the official records of the city as may be required by the statutes, shall be authorized to maintain summary form of minutes indicating official actions taken in council meetings and shall maintain recordings of all council meetings on file for a period of at least four years after each meeting. Summary minutes of each meeting shall show the attendance, a short summary of each matter acted upon, the action taken with respect to each matter, the vote, the deletions as ordered by the chair, reprimands as ordered by the chair, votes of reprimand or censure as directed by the council, <u>and</u> appeals<u>.</u> ~~and such remarks or explanations as may be inserted for the record at the request of any individual council member.~~ (Ord. No. 23-264 § 13)

Section 21. Section 2.04.140 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.140. Sergeant-at-arms.

The chief of police or such other senior member or members of the police department, as he or she may be authorized to select by the city manager and as may be approved by the mayor, shall serve as sergeant-at-arms for council meetings. The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at council meetings and shall be held harmless by the city for such acts as he or she may perform at the direction of the presiding officer. Upon instructions from the presiding officer, it shall be the duty of the sergeant-at-arms to remove from the room or to place under arrest any person who violates the order and decorum of the meeting and to cause a complaint to be filed against such person to be prosecuted under the provisions of the appropriate code, and the complaint in each case shall be signed by the presiding officer.(Ord. No. 23-264 § 14)

Section 22. Section 2.04.150 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.150. Special committees.

Special committees shall be appointed by the mayor as directed or approved by a majority (four) of the council. Such special committees shall conduct their activities and shall report as directed by the majority (three) (four) of the council. Such committees shall serve at the pleasure of the majority (three) (four) of the council.
(Ord. No. 23-264 § 15)

Section 2.04.160 of the Code of the City of Wichita, Kansas, shall be repealed.

~~**Sec. 2.04.160. Suspension of rules of procedure.**~~

~~Any one of the rules of procedure may be suspended temporarily for a particular purpose by a majority (three) of the council providing such suspension is not contrary to provisions of the statutes or other city ordinances, and providing that the rules with respect to written ballot shall not be suspended except by unanimous consent of those present.(Ord. No. 23-264 § 16)~~

Section 2.04.170 of the Code of the City of Wichita, Kansas, shall be repealed.

~~**Sec. 2.04.170. Amendment of rules of procedure.**~~

~~Any rule of procedure may be amended by vote of the majority (three) of the council after one week's notice has been given on the agenda of such intended action to amend.~~
~~(Ord. No. 23-264 § 17)~~

Section 23. Section 2.04.180 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.180. Regular meetings.

Regular meetings of the city council shall be held in the council ~~room~~ chambers of City ~~Building~~ Hall on each Tuesday at nine a.m., except that no Regular meeting shall be held on the fifth Tuesday of a month. Regular meetings may be cancelled, or held from time to time at such other times and locations within the city or scheduled as a consent agenda/workshop meeting as determined at a prior meeting by a majority of the council members. ~~**Consent agenda/**~~ **W**~~**w**~~orkshop meetings shall be held on the fourth Tuesday of each month at 9:30 a.m. in the First Floor Boardroom of City Hall, or other location so designated by the council. When the date of a regular meeting immediately follows a Monday legal holiday, the meeting shall be cancelled. All regular and ~~**consent agenda/**~~ workshop meetings of the city council shall be open to the press and to the public, except when closed under the procedures of the Kansas Open Meetings Act.
(Ord. No. 39-915 § 1)

Section 24. Section 2.04.190 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.190. Order of Council Business at Regular Meetings.

Regular meetings of the council shall be conducted according to the standing rules of procedure of the council in the following order of business:

I. Opening of Regular Meeting

A. Call to Order. Promptly at the hour appointed for the meeting of the council, the mayor, or in his/her absence, the successor presiding officer shall take the chair and shall call the city council meeting to order.

B. Invocation. The presiding officer shall announce the invocation to be given by a member of a rotating panel invited for such purposes from all the religious faiths in the community.

C. Pledge of Allegiance. The presiding officer will lead in the presentation of the Pledge of Allegiance to the flag of the United States of America.

D. Attendance. The clerk shall note the attendance of the council members and shall enter as a matter of record their presence or absence during all or any part of the meeting.

E. Approval of Minutes of Previous Meeting. Minutes of the previous meeting or meetings shall be amended, corrected and approved and if approved by a majority of the quorum present shall be entered in the permanent records of the city without being subject to further change or amendment. Minutes of previous meetings shall not be read aloud in their entirety unless so required by a vote of a majority (four) of the council.

F. Awards and Proclamations. The presiding officer will present the scheduled awards and proclamations.

G. Public Agenda. A public agenda shall be considered by the council. No action will be taken relative to items on this agenda other than referral to the City Manager for information. Requests to appear will be placed on the agenda on a "first-come, first-served" basis. Except as otherwise directed by the Presiding Officer of a regular meeting: (1) ~~T~~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, (2) No speaker shall be allowed to appear more frequently than once every fourth meeting, and (3) 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. The request should state the name of the individual(s) desiring to be heard and the matter to be presented. Substitutes for the individual(s) to be heard or matters to be presented are not permitted. Item requests may be referred, at the discretion of the city manager, to appropriate staff for mediation

prior to being placed on the public agenda if the individual(s) consents to said referral. Matters pertaining to personnel, quasi-judicial cases, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum will be observed and enforced as provided in this Code ~~will be observed~~.

II. Council Business

A. Unfinished Council Business. ~~Agenda~~. Items on this agenda will be those items of unfinished business carried over from previous meetings and designated for further consideration by the council.

B. New Council Business. ~~Agenda~~. The new business agenda shall be prepared by the city manager and shall include all items to be presented officially to the city council by the city manager. Each item shall include sufficient summary explanation to make clear to members of the council and the public the matter to be discussed and the action requested. Additional or supplemental information may accompany the agenda or follow as soon thereafter as practicable. Items on this agenda shall be presented by the city manager or such members of the staff as the city manager may designate. Generally speaking, the order of presentation shall follow the agenda except as may be directed otherwise by the presiding officer and each item shall be concluded before the next item is discussed. Except for questions from council members for purposes of clarification, the manager shall be permitted to explain fully each individual item before detailed questions or discussion is had either by the members of the council or by members of the public ~~members~~ present. Following the complete presentation of each item on the agenda and the specific recommendation of the city manager in connection with each item presented, the matter shall be opened for discussion from the floor ~~by~~ to members of the public ~~members.~~

III. Council Business Submitted by City Authorities

A. Planning Agenda. The planning agenda shall be prepared by the city manager. Items on the planning agenda shall include all regulatory and policy matters, which carry the recommendation of the metropolitan area planning commission, and may include other matters referred to the city council from the planning department. The city manager may designate a time certain for hearing on items on this agenda that are of public interest. Public hearings on planning items ~~is~~ are conducted by the planning commission under provisions of state law. Additional hearing on zoning applications will not be conducted by the council unless a written statement is filed with the city clerk by five p.m. on the Wednesday preceding the meeting in question:

~~1.~~ (1) Alleging unfair or incomplete hearing before the planning commission; or

~~2.~~(2) Alleging new facts or evidence that was unavailable at the planning commission hearing; ~~has been filed with the city clerk by five p.m. on the Wednesday preceding the meeting.~~ The council will determine from the written statement whether or not to return the matter to the planning commission for rehearing.

B. Housing Agenda. The city council meets as the governing body of the housing authority for consideration and action on items on this agenda, pursuant to state law, HUD regulations and city ordinance. The meeting of the housing authority is deemed called to order at the start of this agenda and adjourned at the conclusion. The designated housing member is also ~~seated~~ assembled with the city council, but only for purposes of the housing agenda portion of the meeting.

C. Airport Agenda. Pursuant to state law and the city's home rule powers, the city council meets as the governing body of the airport authority for consideration and action on items on this agenda. The meeting of the airport authority is deemed called to order at the start of this agenda and adjourned at the conclusion thereof.

IV. Council Agenda

~~N. City Council Agenda. The city council agenda shall be prepared by the city manager at the direction of either the majority of the council or any individual council member who shall be privileged to request that items be placed on the council agenda. Such items shall be placed on the council agenda in the order of "first-come, first-served" with the name of the individual council member sponsoring the item or making such request. Council members shall use the agenda for purposes concerning general policy matters involving all members of the council. Requests from members of the public shall not be placed on the agenda except as they are sponsored by a council member in each case. Items on the city council agenda shall be presented by the council members sponsoring such items. Generally speaking, the order of presentation shall follow the agenda except as may be directed otherwise by the presiding officer and each item of the agenda shall be concluded before the next item is discussed. Except under unusual circumstances, subject to the direction of the presiding officer, individual council members shall have an opportunity to explain fully, without interruption, the particular matters placed on the agenda at the member's request. Thereafter, and in the following order, the city manager and public members present shall have an opportunity to comment on the matter in question following which the matter shall be placed on debate or shall be disposed of by motion from the council. Subject to the direction from the chair, individual council members shall be privileged to ask questions at any time during any part of the discussion. The matter may be debated by the council at any time, either prior or subsequent to a proper motion and second.~~

A. Council Member Agenda. The Council Member Agenda shall be used by individual council members to request that items or projects be placed on a future agenda for consideration by the council. A majority vote (four) shall be required to put an item on a future agenda and direct staff to begin work on the item.

B. Council Member Appointments. Appointments to city boards and commissions shall be made pursuant to Chapter 2.12 of this Code. The mayor or vice mayor shall make at-large appointments as required by state law or city ordinance.

V. Consent Agenda

The consent agenda shall be prepared by the city clerk for each ~~week~~. regular meeting or ~~consent agenda/~~ workshop. It shall be restricted to the necessary actions to be taken by the council in connection with the second reading of ordinances, routine resolutions or ~~other matters~~ contracts in which the project has been previously approved by the council, ~~placed on reading or adopted,~~ or routine matters to be approved. Items on the consent agenda, although listed separately, shall be considered collectively as a consensus agenda and an affirmative vote of the council on the consent agenda will allow and be construed as an affirmative vote to take the recommended action as stated on each item, provided that when a council member has been recorded as voting against an ordinance on first reading, the council member shall be recorded as voting the same on subsequent readings on the consent agenda, unless otherwise indicated by the council member Any item on the agenda may be considered separately by request of any member of the council or the city manager, in which event it will be set aside for separate discussion and remaining items on the agenda will be voted upon as a consensus agenda.

Section 25. Section 2.04.195 of the Code of the City of Wichita, Kansas, shall read as follows:

Sec. 2.04.195. Order of Council Business at Workshop Meetings.

I. Consent Agenda

A. ~~Consent agenda/~~ W~~w~~orkshop meetings shall be regular meetings conducted on the fourth Tuesday of each month at 9:30 a.m. in the First Floor Boardroom of City Hall. ~~Consent agenda/~~ W~~w~~orkshop meetings may be held at such other time and location within the city as may be determined at a prior meeting by a majority of the council members. ~~Consent agenda/~~ W~~w~~orkshop meetings shall be conducted as follows:

B. The consent agenda shall be prepared by the city clerk ~~.~~ and ~~It~~ shall be restricted to the necessary actions to be taken by the council in connection with ordinances, resolutions or other matters previously approved, placed on reading or adopted, or routine matters to be approved. The city manager or a staff member designated by the city manager will advise the city council as soon as it is known that an item on the consent agenda is time sensitive and requires immediate action.

C. The separate items appearing on the consent agenda shall be considered collectively as a consensus agenda and an affirmative vote of the council on the consent agenda will allow and be construed as an affirmative vote to take the recommended action as stated on each item, provided that when a council member has been recorded as voting against an ordinance on first reading, the council member shall be recorded as voting the same on subsequent readings on the consent agenda, unless otherwise indicated by the council member.

D. After the mayor, or presiding officer if the mayor is absent, announces the consent agenda for consideration, any member of the council may request that an item be pulled from the consent agenda Any such item pulled from the consent agenda may be deferred to the next regular meeting of the city council and appear as an item on the unfinished business portion of the agenda.

E. Any member of the city council may request that any item on the consent agenda be considered separately for comment or clarification on the item, for purposes of declaring a conflict of interest or voting against the item. In such case, the agenda item will not be deferred but will be voted on separately by the city council.

Section 26. Section 2.04.200 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.200. Workshops. ~~Adjourned meetings.~~

The city council may hold a workshop at which no action is taken, following the recess or adjournment of any council meeting. Such ~~A~~adjourned (recessed) workshop meetings of the council shall be held at such time and place as a majority (four) of the council may determine. Such adjourned meetings shall be open to the press and to the public in accordance with the Kansas Open Meetings Act.
(Ord. No. 29-513 § 1; Ord. No. 23-264 § 19)

Section 27. Section 2.04.210 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.210. Special meetings.

The mayor **or** ~~by~~ any ~~three~~ (four) council members ~~when a regular meeting is not in session.~~ shall have the power to call special meetings of the city council. The object of such special meeting shall be submitted to the council members in writing. The call and the object of such call and the action of the council thereon shall be entered in the minutes by the city clerk and no other business shall be transacted except that mentioned in the call for the special meeting. A written notice of such special meeting, stating time, place and object, shall be served personally or electronically by facsimile or electronic mail upon each member of the council and the city manager or left at such persons' usual place of residence or business at least two hours before the time of such meeting, such service to be made in such a manner as is determined to reasonably provide actual notice of the special meeting. Such notice shall be issued by the city clerk and the city clerk may call upon the chief of police to, either in person or by some police officer, serve a copy of such notice if necessary and make a report to the city clerk of the manner of such service. Ordinarily, special meetings shall be held in the council chambers of city hall although such other arrangements may be made as shall be approved by a majority (four) of the council. All special meetings shall be open to the press and to the public in the manner provided in the Kansas Open Meetings Act. (Ord. No. 23-264 § 20)

Section 28. Section 2.04.215 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.215 En banc meetings.

En banc meetings of the city shall be called

in the same manner and by following the same procedure set out in Section 2.04.210 of this Code for the calling of special meetings for the city council. (Ord. No. 30-926 § 1)

Section 29. Section 2.04.220 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.220. Order of business at special meetings.

In all special meetings of the city council the order of business shall be as follows, providing that the meeting shall be conducted in accordance with the rules of council procedure as adopted herein:

1. Call to order.

~~2. Invocation.~~2.~~3~~. Roll call.

3. ~~4~~ Reading of the call for the meeting by the city clerk.

4. ~~5~~. Consideration of the business in the order embraced in the call for the meeting.

5. ~~6.~~ Adjournment. (Ord. No. 23-264, § 41)

Section 30. Section 2.04.230 of the Code of the City of Wichita, Kansas, shall read as follows:

Section 2.04.230. Conduct of Council Business

~~S~~ A. Public hearings. The mayor or any other member of the city council or the city manager may identify and designate an item of extraordinary interest for an upcoming meeting that may be scheduled at a time certain for public hearing. Unless otherwise directed by a majority of the council, such items shall be scheduled subject to city council guidelines pertaining to the number, order and time limits for speakers at such public hearings.

~~O~~ B. Debate and Closure. Public comments and comments from the city manager shall be allowed on all motions; provided, however, that any council member may at anytime move to close the public debate and, if seconded, all further discussion of the matter either by members of the public or the city manager shall cease and the council shall vote on said motion which, if passed by a majority vote (four), shall close public debate. Discussion and debate of the original motion may be continued ~~between~~ among members of the city council until the mayor or any other council member ~~calls for~~ moves the previous question. A ~~call~~ move for the previous question, if seconded, shall immediately end all debate and discussion, and if passed by a super-majority vote (five), the original motion must be voted on without delay; provided, however, that ~~the call of~~ the previous question shall not be implemented until all members of the council have had an opportunity to speak to the original motion. After the formal vote has been taken by the council, all further discussion of the matter shall cease unless appropriate affirmative action follows to place the matter again before the council for reconsideration.

~~P. Miscellaneous. Under unusual circumstances, authorized by suspension of a rule, miscellaneous or other matters not on any agenda may be considered.~~

~~Sec. 2.04.390.~~ C. Agenda.

Except under the most unusual circumstances, all council meetings shall be conducted strictly in accordance with a written agenda in order that the members of the council, the city manager and the public may be informed as to the matters to be considered and may have an opportunity either to prepare themselves or to be present for such purposes as may be appropriate. The agenda shall be made public in advance of the meeting following the furnishing of the weekly agenda to individual members of the council. ~~The agenda shall be divided into general sections, namely:~~

~~(a) awards and proclamations;~~
~~(b) public agenda;~~
~~(c) consent agenda;~~
~~(d) unfinished business agenda;~~
~~(e) new business agenda;~~
~~(e) planning agenda;~~
~~(f) airport agenda;~~
~~(g) housing agenda; and~~
~~(h) city council agenda.~~

The order in which the sections of the agenda will be considered will be as set forth in the order of business in Section 2.04.190. The agendas will be prepared in accordance with such procedures as may be established by the city manager. (Ord. No. 46-259 § 2)

~~Q.~~ D. Recesses. Recesses of the council shall be declared by the presiding officer or a majority (four) of the council; provided that a recess for a closed or executive session under the Kansas Open Meetings Act shall be by appropriate motion, seconded and approved by a majority (four) of the council.

~~R.~~ E. Adjournment. Adjournment shall occur at the conclusion of the agenda or at the hour of six p.m. when moved, seconded and approved by a majority of members present; or as shall be announced by the chair at the conclusion of business in the event no majority is obtainable from members present; provided, that meetings may be continued beyond the hour of six p.m. when moved, seconded and approved by a majority of members present. (Ord. No. 46-259 § 1)

Section 31. Section 2.04.240 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.240. Conduct of Council Business - Presiding officer.

The mayor shall preside at all meetings of the city council. In the absence of the mayor, the vice mayor shall preside. In the absence of both the mayor and the vice mayor, the next-in-line in the order of succession, designated pursuant to Section 2.04.032 of this code, acting vice mayor ~~president~~ shall preside. The chair shall be relinquished to such senior officer of the council that may be present at any time during council meetings. The presiding officer may make motions,

second motions and debate from the chair subject only to such limitations of debate as by the same rules are imposed on all membersThe presiding officer shall not be deprived of any of the rights and privileges of a council member by reason of acting as the presiding officer. He or she shall refrain from preempting the floor and shall recognize other members of the council in their turn for comment, motion and debate.

The presiding officer shall direct the conduct of and shall preserve strict order and decorum in all meetings of the council. He or she shall decide all questions of order subject, however, to an appeal to the council in which event a majority (four) vote of the council shall determine conclusively such question of order; shall direct the sergeant-at-arms to carry out the orders and instructions of the chair for the purpose of maintaining order and decorum in the council meeting; shall determine the order of discussion and debate; shall recognize as nearly as possible those individuals desiring to speak in the order in which requests are made to the chair; shall conduct council meetings strictly in accordance with the rules and procedures adopted by the council; shall issue the necessary and appropriate reprimands to those individuals who are out of order; and shall direct the clerk to record such reprimands and votes of censure as may be directed by the council under Section 2.04.330. In the event it shall become necessary to remove any person from a council meeting or to place any such person under arrest for violation of the order and decorum of the meeting, the complaint for prosecution shall be signed by the presiding officer whose actions in such matters if approved by a majority (four) of the council shall be saved harmless by the city.

If requested to do so by any council member, the presiding officer shall explain his or her rulings in connection with any particular point of order and shall refer to the city attorney any inquiries from individual council members with respect to interpretations of council rules of procedure. The ruling of the city attorney shall be final insofar as the interpretation of the rules may be concerned and such interpretation shall be observed by the presiding officer in his or her orders and conduct of the meeting.(Ord. No. 23-264 § 22)

Section 32. Section 2.04.250 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.250. Conduct of Council Business - Appeals.

Any member of the council may appeal a ruling of the presiding officer, providing such appeal is made immediately following the ruling to be appealed.. In all cases of appeal, the decision of the majority (four) of the council shall be final. In the event that appeals are sustained against rulings or orders of the presiding officer, then the city clerk shall record a notice of such appeal and the action taken with an appropriate notation on the minutes of each meeting concerned. (Ord. No. 23-264 § 23)

Section 33. Section 2.04.260 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.260. Conduct of Council Business - Attendance.

All members shall attend all meetings of the council excepting only when they are unable to do so because of illness, absence from the city or unavoidable press of other business. Members shall be prompt in attendance and those members who are tardy shall not be privileged to review actions taken prior to their attendance. Members shall refrain from absenting themselves from council meetings in order to influence voting, to delay business of the city, to make it impossible for the council to proceed in an orderly manner or otherwise to impose restrictions on the council. Members shall advise either the mayor or the city manager at least twenty-four hours in advance, except in the most unusual cases, of their intention to be absent and shall advise either the mayor or the city manager when they will be available at a later date in order that meetings may be adjourned to specific dates if necessary. Members shall accord each other the same courtesy and consideration in absences that they might request for themselves and shall not ask that any city business be delayed because of their absence from meetings except under the most unusual circumstances.

Member shall not leave the city council bench or the city council meetings except as they shall be excused for cause by the presiding officer. Members shall refrain from coming and going throughout city council meetings and from unnecessary or undue interruption of the meetings by repeated absences from the bench.(Ord. No. 23-264 § 24)

Section 34. Section 2.04.270 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.270. <u>Conduct of Council Business -</u> Quorum.

A quorum shall consist of a majority of the members-elect of the council who shall be authorized to transact ordinary and usual city business at any council meeting; provided, however, that four affirmative votes shall be required to approve matters of general policy, to revoke general policy matters previously approved, to remove officers of the council, to discharge or to employ the city manager, to adopt a vote of censure, to adopt ordinances, to adopt resolutions, to overrule previous decisions adopted by a vote of the majority (four) of the council, to overrule recommendations of the city manager, or to overrule recommendations of any advisory board or commission (except in actions in which a greater number is required by this Code or state statute). In those cases where a quorum is present but votes are passed, the majority of votes cast (exclusive of votes passed) shall prevail in those cases where sufficient prevailing votes are cast to qualify actions under the rules of procedure.(Ord. No. 40-542 § 6)

Section 35. Section 2.04.280 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.280. <u>Conduct of Council Business -</u> Voting.

All members of the city council shall discharge the responsibility of their elective office and shall vote on all matters coming before the city council except in those particular cases of conflict of interest approved by the presiding officer in which case a member may request permission and may be authorized to pass his or her vote. Unless a member of the city council votes audibly to the contrary or unless a member of the city council is granted permission by the

presiding officer to pass his or her vote on a particular matter, his or her silence in voting shall be recorded as an affirmative vote. Any member of the city council shall be entitled to ask for a roll call vote, in which case the presiding officer shall direct the clerk to poll the individual members in alphabetical order with the presiding officer being polled last. Written votes as required by rules of procedure shall not be waived in favor of voice votes except by unanimous consent of all city council members present at the particular meeting such waiver is desired. Members shall be permitted to qualify or to explain their votes and to ask that such explanation be recorded in the minutes by the clerk as a matter for the record. Members absent from city council meetings at the time votes are cast shall not be privileged to cast their vote at a later time although such members shall be privileged to request the clerk to record them later in the meeting as being for or against the question providing such request is made during the course of the same meeting with the knowledge of all the council members present and with the approval of the presiding officer. Votes cast shall not be changed after a question has been decided and after intervening matters have been placed before the city council. Reconsideration of a matter in accordance with the rules of the city council shall entitle a completely new vote if such recommendation prevails and such new vote shall not be considered a changed vote.
(Ord. No. 23-264 § 26)

Section 36. Section 2.04.290 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.290. Conduct of Council Business - Decorum.

(a) COUNCIL MEMBERS. During city council meetings, council members shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings or the peace of the city council nor refuse to obey the orders of the presiding officer or the rules of the city council. Every council member desiring to speak shall address the chair and upon recognition by the presiding officer shall confine himself or herself to the question under debate and shall avoid all personalities and indecorous language. Every council member desiring to question the administrative staff shall address the question to the city manager who shall be entitled either to answer the enquiries or to designate some member of his or her staff for that purpose. A council member, once recognized shall not be interrupted while speaking unless called to order by the presiding officer, unless a point of order is raised by another member or unless the speaker chooses to yield to questions from another member. If a council member is called to order while the member is speaking, the member shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall remain silent or shall alter his or her remarks so as to comply with rules of the city council. All members of the city council shall accord the utmost courtesy to each other, to city employees and to public members appearing before the city council and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. Council members shall confine their questions as to the particular matters before the city council and in debate shall confine their remarks to the issues before the city council. Council m~~M~~embers shall be removed from the meeting for failure to comply with decisions of the presiding officer or for continued violations of the rules of the city council. If the presiding officer fails to act, any member

may move to require the presiding officer to enforce the rules and the affirmative vote of a majority (four) of the members present shall require the presiding officer to act.

Except by consent of the majority of the members ~~present~~, no member shall speak longer than five minutes at any one time and not more than once on the same motion until all other members have had an opportunity to speak to the motion.

(b) ADMINISTRATIVE STAFF MEMBERS AND EMPLOYEES. Members of the administrative staff and employees of the city shall observe the same rules of procedure and decorum applicable to members of the council. While the presiding officer shall have the authority to preserve decorum in council meetings insofar as staff members and city employees are concerned, the city manager also shall be responsible to the council for the orderly conduct and decorum of all city employees under his or her direction and control. The city manager shall take such disciplinary action as may be necessary to insure that such decorum is preserved at all times by city employees in council meetings. Any person desiring to address the council shall be recognized by the chair, shall state his or her name for the record and shall limit his or her remarks to the matter under discussion. All remarks and questions addressed to the council shall be addressed to the council as a whole and not to any individual member thereof. No staff member, other than staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the presiding officer.

(c) MEMBERS OF PUBLIC. ~~Public~~ ~~m~~Members of the public attending council meetings also shall observe the same rules of propriety, decorum and good conduct applicable to members of the council. Any person making personal, impertinent or slanderous remarks or who becomes boisterous while addressing the council or while attending the council meeting, shall be removed from the room if the sergeant-at-arms is ~~so~~ directed by the presiding officer, and such person shall be barred from further audience before the council or further attendance in council meetings. Unauthorized remarks from the audience, clapping, stamping of feet, whistles, yells and similar demonstrations shall not be permitted by the presiding officer who shall call for order and if the call for order is not obeyed, direct the sergeant-at-arms to remove such offenders from the room. Aggravated cases shall be prosecuted on an appropriate complaint signed by the presiding officer. In case the presiding officer shall fail to act, any member of the council may move to require him or her to act, to enforce the rules and an affirmative vote of the majority (four) of the members shall require the presiding officer to act. Any ~~public~~ member of the public desiring to address the council shall be recognized by the chair, shall advance to the microphone, shall state his or her name and address in an audible tone for the record and shall limit his or her remarks to the question under discussion. All remarks and questions addressed to the council shall be addressed to the council as a whole and not to any individual member thereof. All remarks and questions addressed to the administration of the city shall be addressed to the city manager and not to any individual city employee. No person other than the members of the council and the person having the floor shall enter into any discussion either directly or through a member of the council without the permission of the presiding officer.

The presiding officer may grant permission to nonmembers to address the council for not more than five minutes, provided there is no objection of any member of the council. If there is an objection, permission may be granted by a majority vote of the members present. By the same procedure, the limit of five minutes may be extended.

Members of the public wishing to speak for longer periods of time than five minutes are urged to contact ~~make this wish known to~~ the city manager prior to the meeting. Topics, which are unusually detailed or complicated, thus requiring a longer time for presentation, may be presented in writing to the city manager prior to the meeting to allow for printing and distribution to the council.
(Ord. No. 31-625 §§ 1, 2; Ord. No. 23-264 § 27)

Section 37. Section 2.04.300 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.300. Conduct of Council Business - Point of personal privilege. Any member of the council shall have the right ~~be permitted~~ to raise a point of personal privilege during ~~the conduct of~~ any council meeting. ~~except when other matters are before the council for consideration. Questions of personal privilege shall be limited to:~~

~~(1) Requests that specific remarks by an individual be inserted in the record;~~

~~(2) Requests for transcripts of specific remarks made at any meeting; and~~

~~(3) Requests that an explanation of voting be included in the record.~~

Except under the most unusual circumstances, such requests shall not be disapproved by the presiding officer or by a majority (four) of the council members. ~~present.~~(Ord. No. 23-264 § 28)

Section 38. Section 2.04.310 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.310. Conduct of Council Business - Point of order.

Any member of the council may raise a point of order at any time, both with respect to the conduct of the meeting, the procedure that is being followed, or any remarks that are being made. Points of order that are raised with respect to rules of procedure may be referred to the city attorney for a ruling, which shall be accepted as final by the presiding officer. Points of order raised with respect to indecorous or improper remarks made by any member of the council, by a member of the administrative staff of the city or by any member of the public shall be ruled upon immediately by the presiding officer. If such remarks are determined to be out of order, the presiding officer shall instruct the person speaking to cease such remarks and shall instruct the city clerk to delete such remarks from the record and to indicate for the record that such remarks have been deleted as having been ruled out of order. In the event a ~~some~~ question is raised by a council member ~~arises~~ as to the propriety of the remarks themselves, the member ~~feeling aggrieved~~ raising the question shall be privileged to ask that the remarks either be repeated or be

read from the record, in which case then the presiding officer shall make the appropriate ruling. Such remarks having been ruled upon and declared as out of order, all further remarks ~~in the same vein~~ of a similar type shall cease immediately. In the event such remarks do not cease, the presiding officer shall be obliged to terminate any further remarks and, in cases where such action is warranted, shall instruct the sergeant-at-arms to remove the offender from the meeting room. (Ord. No. 23-264 § 29)

Section 39. Section 2.04.320 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.320. Conduct of Council Business - Reprimand.

In the event of indecorous behavior or improper conduct during council meetings or in the events remarks do not cease when ruled out of order by the chair, the presiding officer shall be obliged to issue a formal reprimand and to instruct the city clerk to include such reprimand as part of the official minutes of the meeting. In the event the presiding officer fails to issue a reprimand when such action is appropriate, any member of the council may move such a reprimand, which if approved by a majority (four) of the council, ~~shall then be directed by~~ the presiding officer shall direct ~~to~~ the city clerk to record the reprimand as a matter for record in the official minutes of the meeting. (Ord. No. 23-264 § 30)

Section 40. Section 2.04.330 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.330. Conduct of Council Business - Censure~~. Indecorous~~ A~~a~~ction lacking propriety and good taste in manners and conduct, improper language and repeated and continued violations of the rulings of the chair shall make any member of the commission, any member of the city staff or any member of the public liable to a vote of censure for such improper action.

Section 41. Section 2.04.340 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.4~~00~~ 340. Conduct of Council Business - Motions.

Generally speaking, action of the council shall be indicated by a vote of the council members present at each meeting after motions have been made and seconded by individual council members. Because of the small number of members ~~(five)~~ (seven) of the council, the usual procedures established by Roberts' Rules of Order and customary parliamentary procedure are not always applicable, such rules and procedures having been developed essentially for larger groups. Therefore, simplified rules of procedure shall be established insofar as parliamentary procedure is concerned and motions by the individual council members shall be restricted to the following:

(a) TO DISPOSE OF A MATTER WITHOUT ACTION

In order to dispose of a matter without action by the council either affirmatively or negatively, and after such matter has been properly presented to the council ~~properly~~ from the appropriate agenda, the following motions shall be in order:

(1) "To receive and file" (not debatable).

(2) "To defer" (debatable). The ~~Such~~ motion to defer should state the length of time of the deferral, as recommended by Council members and/or staff, which time should be no longer than necessary.

(3) "To refer" (not debatable). Such action shall be appropriate in connection with investigation and report.

(4) "To postpone indefinitely ~~strike~~" (debatable). This motion may be used to remove an item from the agenda without prejudice to said item so that it may be returned to the agenda at any later date in accordance with established procedure.

(b) TO DISPOSE OF A MATTER WITH AFFIRMATIVE OR NEGATIVE ACTION.

In order to dispose of a matter with affirmative or negative action by the council after such matter has been presented properly from the appropriate agenda and after appropriate comment and recommendation from the city manager and public members present, the following motions shall be in order and shall be debatable:

(1) "To approve" (debatable). A specific recommendation or proposal.

(2) "To disapprove" (debatable). A specific recommendation or proposal.

(3) "To request" (debatable). A specific action.

(3) "To direct" (debatable). A specific action.

(c) TO AMEND A MOTION.

In order to amend motions previously made, the motion "to amend" shall be in order.An amendment may clarify, modify, or be inconsistent with the original motion or may directly conflict with the spirit of the original motion, but it must have direct bearing upon the subject of that motion. A motion shall be amended ~~only once and~~ before a vote has been taken. Motions to amend shall be debatable providing the original motion was a debatable motion.

(d) TO SUBSTITUTE A MOTION

In order to substitute a motion for a motion which has already been made and seconded, a motion "to substitute" shall be in order providing that the substitute motion shall be made immediately after the original motion has been made and seconded and before a vote has been taken. Substitute motions shall be made only once and shall be debatable providing the

original motion was a debatable motion. Substitute motions shall not be used for purposes of confusing the issue n.

(e) TO RECONSIDER A MOTION

In order that a motion previously passed may be placed before the council for reconsideration, a motion to "reconsider" shall be in order providing such motion to reconsider is made by a member of the side prevailing on the vote of the original motion, providing that any member may second a motion to reconsider, providing that such motion to reconsider shall be made during the same meeting that the original motion was passed and providing further that motions to reconsider shall be made only once on any particular subject in each meeting. Motions to reconsider shall be not debatable.

(f) TO SUSPEND A RULE

In order to suspend temporarily any particular rule for a particular purpose not contrary to statute or city ordinance, a motion "to suspend" a rule shall be in order and such a motion shall be not debatable. Suspension of a rule shall take effect for the particular rule in question only for the particular time in a particular meeting in question and shall not be considered as a permanent suspension of a rule. A motion to suspend a rule requires a majority vote of the members (four), providing that the rules with respect to written ballot shall not be suspended except by unanimous consent of the council.

(g) TO REPRIMAND

In order to reprimand any member of the administrative staff, any ~~public~~ member of the public or member of the council, a motion "to reprimand" shall be in order providing such motion shall be made for a specific violation or for repeated violation of council rules and providing such motion shall be made after the particular matter under discussion and debate by the council has been brought to vote and conclusion. Motions to reprimand require the approval of a majority of the council members (four) and shall be not debatable.

(h) TO CENSURE

In order to accomplish a vote of censure, a motion "to censure" shall be in order providing such motion shall be made for a specific violation or for repeated violation of council rules and providing such motion shall be made after the particular matter under discussion and debate by the council shall have been brought to vote and conclusion. Motions to censure require the approval of a majority of the council and shall be not debatable.

(i) TO AMEND A RULE

In order to amend a rule of the council that is not codified in this chapter, a motion "to amend a rule" shall be in order providing proper notice of such intention to amend shall have been placed on the agenda at some previous meeting providing one week's notice. A motion to amend a rule shall require a majority vote of council and shall be not debatable.

(j) TO ADJOURN A MEETING

In order to adjourn a council meeting, a motion "to adjourn" shall be in order providing such motion is made at the ordinary or usual conclusion of business on the agenda and providing that motions to adjourn shall not be used to embarrass, to harass, to foreclose discussion and debate or for any other purpose other than the orderly termination of council proceedings at such times as may be appropriate in each particular meeting. Motions to adjourn shall require the vote of a majority of the council members and shall be not debatable and shall take precedence over any other motions at the end of council meetings and any other actions except points of order or privilege.(Ord. No. 32-703; (Ord. No. 23-264 § 38)

Section 42. Section 2.04.350 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.~~410~~ 350. Conduct of Council Business - Individual actions.

In addition to motions which may be made and seconded by members of the council, there shall be certain actions which individual members shall be privileged to take at appropriate times without the necessity of such actions being placed in the form of motions. All such actions are subject to decision of the presiding officer or appeal, providing the appeal is made immediately after and in connection with the ruling of the chair. The following individual actions or requests shall be authorized:

(a) TO RAISE A POINT OF ORDER shall be made at any time by any member who ~~feels~~ alleges the rules of procedure are being violated. (See Section 2.04.310.)

(b) TO RAISE A POINT OF PERSONAL PRIVILEGE shall be made by any member desiring to request such personal privileges as may be authorized by the rules of procedure, providing that such request shall be made at the conclusion of any individual items of business on the agenda. (See Section 2.04.300.)

(c) TO REQUEST ADDITIONAL INFORMATION shall be made at any appropriate time during a council meeting.

(d) TO ENQUIRE shall be made at any appropriate time during a council meeting.

(e) TO COMMENT shall be made at any appropriate time during a council meeting.

(f) TO APPEAL shall be made immediately following and in connection with a ruling of the ~~chair~~ presiding officer. (See Section 2.04.250.)

(g) TO RECESS shall be made at any reasonable time and for any reasonable purposes during meetings, providing such requests shall not be made during debate or discussion or immediately prior to a vote or for purpose of influencing a vote or for harassing other members or individuals appearing before the council.

(h) TO BE EXCUSED FROM THE MEETING shall be made at reasonable times for good and sufficient reasons, providing that such requests shall not be made immediately prior to vote on any matters under debate or discussion or for the purpose of delaying action on any matters under consideration or for the purpose of reducing the number of members present in order to influence a vote or for the purpose of preventing a quorum being present to conduct business.

(i) TO PASS A VOTE shall be made in connection with any vote in which a member of the council may have a conflict of interest and shall not be used for the purpose of evading a vote or delaying or obstructing business.

(j) TO REQUEST A PARLIAMENTARY RULING shall be made at any time a member ~~feels~~ alleges the rules of procedure are being violated or at any time a member ~~desires~~ requests clarification either of rulings that have been made by the ~~chair~~ presiding officer or rulings that may be applicable under certain circumstances. Requests for parliamentary ruling shall be made to the city attorney as may be desired by ~~the~~ any member of the council; providing, however, that the parliamentary ruling of the city attorney in connection with the rules of procedure shall be final and shall be mandatory on the presiding officer.

(k) TO ~~CALL~~ MOVE THE PREVIOUS ~~A~~ QUESTION shall be made at any appropriate time after a motion has been made and seconded when it is desired to bring the debate to an end and to bring about a vote on the matter under debate. The presiding officer shall call a vote on the original motion immediately after such ~~call~~ move for the previous question has been seconded and passed by a super-majority vote of the council members (five), provided however, that ~~the call of~~ the previous question shall not be implemented until all members of the council have had an opportunity to speak to the original motion. In the event the presiding officer does not act under these circumstances, the ~~call~~ move for the previous question shall be made in the form of a motion which, if seconded and approved by a super-majority of the council members five ~~present~~, shall make it mandatory that the presiding officer call the previous question for vote without further debate or other delay.(Ord. No. 45-992 § 2)

Section 43. Section 2.04.360 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.~~340~~ 360. Conduct of Council Business - Requesting state of emergencies.

The mayor or presiding officer shall have the authority to request a state of emergency whenever such declaration is in the interest of the city and essential in connection with the passage of an appropriate ordinance or other action of the council. Such request shall be made in writing, and approved by a majority (four) of the council.(Ord. No. 23-264 § 32)

Section 44. Section 2.04.370 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.~~350~~ 370. Presentation and form of ordinances.

(a) Presentation.
No ordinance shall be presented to the city council unless the same is introduced or endorsed by a member of the city council, recommended by the city manager ~~manger~~ or submitted as a petition ordinance under state statute.

(b) Format Of Proposed Ordinances.
An ordinance prepared for submission to the council should be in a standard format prescribed by the city attorney. An ordinance that amends the City Code or a proposed ordinance should be in legislative drafting format, with the language to be added underlined and language to be deleted bracketed and stricken. Except as provided in Subsection (c), the city attorney should prepare:

1. A written draft of a proposed ordinance for submission to the council before the first reading of the ordinance; and

2. A written draft of an amendment to a proposed ordinance before the council votes on the ordinance.

During a council meeting, the city attorney may make minor amendments to a proposed ordinance by hand and, for the purpose of providing a written draft, may request that the council postpone consideration of a proposed ordinance that has been significantly amended during the meeting.

(c) The city attorney shall approve all ordinances as to form and legality before passage by the city council. All ordinances shall first be read by title as required by law and laid over until a subsequent regular or consent meeting unless a public emergency be declared; provided, however, that no ordinance shall be declared an emergency which grants a franchise or special privilege. (Ord. No. 23-264 § 33)

Section 45. Section 2.04.380 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.~~360~~. 380 Presentation and form of resolutions.

No resolution shall be presented to the city council unless the same is introduced or endorsed by a member of the city council or recommended by the city manager. The city attorney shall approve as to form and legality all resolutions passed by the city council. Resolutions shall be adopted on one reading by the council. (Ord. No. 23-264 § 34)

Section 46. Section 2.04.390 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.~~370~~. 390. Form and approval of proclamations.

All proclamations shall be handled in the usual course of city business ~~,~~ as follows:

(a) Written request shall be submitted to the City Council office, via regular mail, fax, e-mail or hand delivered.

(b) Requests are reviewed by the administrative assistant with the Mayor.

(c) Thereafter requests for proclamations and the proposed language for the proclamation are processed with the following information for approval by the City Council:

1. Name of the requesting party
2. Name of the organization or group requesting the proclamation
3. Telephone number, fax number and e-mail of contact person
4. Requested date, time and venue for receipt of the proclamation

A memo containing such information will be circulated to all Council members. Each Council member indicates his or her preference regarding the proclamation, signs the memo and returns it to the administrative assistant for tabulation. If there is a consensus among the Council for presentation of the proclamation, the requesting party is advised and a presentation or pickup is scheduled. ~~shall be placed in a regular manner on the commission agenda and shall be approved or disapproved by the city commission in commission meeting prior to execution.~~ Proclamations will be signed by the mayor and issued at the next regularly scheduled ~~commission~~ council meeting or at a press conference. .(Ord. No. 32-017 § 1; Ord. No. 23-264 § 35)

Section 47. Section 2.04.400 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.~~380~~. 400 Investigation and action on complaints.

(a) INVOLVING MUNICIPAL POLICIES. All complaints involving municipal policies shall be referred to the city council for appropriate action and, except in the most unusual cases, such action shall be preceded by report and recommendation of the city manager, who shall have been given ample opportunity and time in which to investigate and to render a report in connection with such complaint.

(b) INVOLVING CHARGES OF UNFAIR, ETC., HEARINGS. All complaints involving charges of unfair hearings or improper hearings or inadequate hearings before advisory boards and commissions shall be referred immediately to the particular board or commission concerned for a rehearing except when other procedures are provided by this Code or state statute; provided, however, that such referral shall be accompanied by a written statement from the person complaining of such improper hearing, which statement shall delineate the specific charges in order that the particular board or commission concerned may be able to take appropriate action.

(c) RELATIVE TO CITY MANAGEMENT. All complaints with respect to the management of the city shall be referred to the city manager for the necessary or appropriate action in each individual case. In the case of those complaints involving the management of the city wherein the council desires further information, ~~then~~ the city manager when so requested by a majority (four) of the council shall be given adequate time in which to make the necessary investigation and report back to the council.(Ord. No. 23-264 § 36)

Section 48. Section 2.04.410 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.~~420~~. <u>410.</u> Recall.

Members of the city council are subject to recall by the electorate for the grounds and under the procedures established by KSA 25-4301 et seq. If any member is recalled under such procedures, a vacancy shall exist and shall be filled as authorized by law and the city code. (Ord. No. 32-096 § 1)

Section 49. Section 2.04.430 of the Code of the City of Wichita, Kansas, shall be repealed.

rs concerning fraud or forgery.

Section 50. Section 2.04.440 of the Code of the City of Wichita, Kansas, shall be repealed.

Section 51. Section 2.04.450 of the Code of the City of Wichita, Kansas, shall be repealed.

Section 52. Section 2.04.460 of the Code of the City of Wichita, Kansas, shall be repealed.

~~original holder of that office.~~

Section 53. The originals of the Sections of Chapter 2.04 of the Code of the City of Wichita are hereby repealed.

Section 54. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____day of March, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____

Gary E. Rebenstorf, Director of Law

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF WICHITA PERTAINING TO CHANGES TO THE RULES OF PROCEDURE OF THE CITY COUNCIL; AMENDING CHAPTER 2.04 OF THE CITY CODE; AND REPEALING THE ORIGINAL OF SAID CHAPTER.

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

Section 1. Section 2.04.005 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.005. City council; terminology and interpretation.

Unless otherwise apparent from the clear reading and intent of the Code of the City of Wichita:

(a) All references to the “city council,” "council," or "members of the council," shall be deemed to be to the entire governing body and members thereof consisting of six council members and the mayor.

(b) All references to an individual "council member" shall be deemed to be a reference to each member of the governing body including the six council members and the mayor.

(c) All actions of the council shall be taken by a majority vote of the members-elect, irrespective of the number in attendance, except when the city code calls for a specific number of votes. A “majority of the members-elect” or a “majority of the council” shall mean four members, except when there is a vacancy or disqualification on the council.

(d) Actions of the council regarding routine procedural matters which are specifically identified in this code, and which are made by a motion of a “majority of a quorum,” shall mean a majority of the members present at the meeting.

Section 2. Section 2.04.010 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.010. Selection and term of officers.

The first order of business at the first regular meeting following the first Tuesday in April of each odd-numbered year shall be to swear in the newly-elected city council members and mayor. The presiding officer shall be the mayor, chosen by the electorate in the manner and for the term as set forth by charter ordinance. The mayor shall be removed from office by recall or other procedures as may be set forth by law. A vice mayor shall be chosen by a majority written vote of the council from among its membership at the first regular meeting following the first Tuesday in April, and every year thereafter for a term of one year. The vice mayor shall serve at

the pleasure of the council and shall be removed as an officer for cause, which shall be determined by majority (four) vote of the council.

Each officer shall serve for the term prescribed and until a successor has been duly elected and qualified.

Section 3. Section 2.04.015 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.015. Filing for office.

Any member of the governing body may file, be nominated, or run for the office of mayor or council member while serving as a member of the governing body and remain on the governing body; provided that, such member may not file, be nominated, or run for more than one such office at one time. Upon election to such new office, the member must resign from the existing office prior to being sworn in as council member or mayor.

Section 4. Section 2.04.020 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.020. Installation of officers.

(a) OATH OF MAYOR. Before assuming the duties of the office the mayor shall take the oath of office administered by the city clerk or a duly appointed or elected federal, state or municipal judge as follows:

> "I do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Kansas, and will faithfully and impartially discharge the duties of the office of Mayor in and for the City of Wichita, Kansas, so help me God."

The mayor shall assume the chair immediately after the oath has been administered.

(b) OATH OF VICE MAYOR. Immediately after the election of the vice mayor, and after the mayor has been sworn in when applicable, the vice mayor shall take the oath of office administered by the city clerk or a duly appointed or elected federal, state or municipal judge. When the vice mayor takes the oath of office, the words "office of the Vice Mayor" shall be substituted where the oath states" office of the Mayor."

Section 5. Section 2.04.030 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.030. Duties of officers.

The mayor shall be the official head of the city on formal occasions and shall serve as the leader in the activities and duties of the city council. As the official head of the city, the mayor shall not

only lead but shall speak to the aims, policies and programs of the city, but his or her authority is restricted to that of a council member, except as hereinafter while serving as chairman of the council meetings. The mayor shall have no administrative or executive duties but shall refer all such matters to the city manager. The mayor shall preside at all meetings of the city council, shall sign all resolutions, proclamations, minutes, ordinances, contracts, revenue bonds and other official instruments approved by the city council; provided that, such documents and instruments may be signed in the manner provided in Section 2.04.035. The mayor shall have no veto power.

Section 6. Section 2.04.031 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.031. Vice mayor to preside when.

In the absence of the mayor, the vice mayor shall substitute for the mayor on public occasions, shall preside at meetings as provided in this chapter for the mayor, and shall sign minutes, proclamations, resolutions, ordinances, contracts, revenue bonds and other official instruments approved by the city council as may be necessary in the absence of the mayor. The vice mayor shall assume no other duties of the mayor than specifically provided herein or as may be required by law.

Section 7. Section 2.04.032 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.032. Order of succession.

The city council shall designate, by resolution, from the members thereof, the order of succession as mayor in the absence from the city of the mayor, the vice mayor or other council members.

Section 8. Section 2.04.035 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.035. Signing of documents.

(a) The mayor may delegate to the city manager the authority to sign or execute all documents and instruments in the name of the city manager which the mayor is authorized to sign or execute by law, council action or custom; provided that, such delegation shall not pertain to ordinances. Such delegation of authority shall be in writing under oath and a copy shall be filed with the city clerk; such delegation may also be accomplished according to policy adopted by city council. The delegation shall specify the nature of the documents and instruments, which the city manager is authorized to sign and the circumstances under which such authority may be exercised.

(b) The mayor may delegate to the city manager, the city clerk, or any designee of the city manager or city clerk, the authority to place a facsimile signature of the mayor upon documents and instruments which the mayor is authorized to sign by law, council action or

custom; provided that, such delegation shall not pertain to ordinances and documents required to be notarized. The delegation of authority shall be in writing under oath and filed with the city clerk; such delegation may also be accomplished according to policy adopted by the council. The delegation shall specify the nature of the documents and instruments upon which a facsimile signature may be placed and the circumstances under which such authority may be exercised.

(c) The delegation of authority to sign or execute documents and instruments under subsections (a) and (b) is personal to the mayor and shall terminate at the end of the term or occurrence of a vacancy in the office of the mayor. The delegation under this section may be terminated in whole or part at any time in writing by the mayor or by action of the city council.

(d) This section shall be construed broadly so as to effectuate its general public purpose for efficiency and to give legal effect to the actions of the city council and the mayor. Nothing in this section shall be construed to limit the authority of city officials to use facsimile signatures under the Uniform Facsimile Signature of Public Officials Act or digital signatures under the Kansas Digital Signature Act.

Section 9. Section 2.04.040 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.040. Vacancies.

(a) Officers. In the event of a vacancy occurring in the office of mayor or vice mayor because of resignation, ouster, disqualification, removal, death or other cause, except expiration of elected term, a notice of vacancy shall be announced at the regular council meeting following the date on which such vacancy occurs. The position shall be filled from among the remaining council members by written ballot of the majority of the governing body at the next regular meeting, at which all the remaining members are present, following notice of vacancy. The written balloting for filling the vacancy of mayor or vice mayor shall be in accordance with the procedures in subsection (b)(5) of this section. If the vacancy of the office of mayor or vice mayor results in a vacancy on the council, then the procedures in subsections (b), (c) and (d) of this section shall control to fill the council vacancy.

(b) Members. In the event of a vacancy occurring in the membership of the council, other than mayor, because of resignation, death, ouster, disqualification or other reasons except expiration of elected term, a notice of vacancy shall be announced at the first regular meeting following the date on which such vacancy occurs. The vacancy shall be filled pursuant to the following procedure:

(1) The District Advisory Board (DAB) within the district having the vacancy shall, following the petition deadline set by the governing body, hold a forum open to the public to screen all candidates who have filed a lawful petition for candidacy.

(2) At the conclusion of the public forum, said DAB shall, by majority vote of those present, nominate not less than four and not more than five candidates for the governing body to consider.

(3) If less than four lawful petitions for candidacy are filed and considered by the DAB, the DAB, after the public forum, shall forward all the names of the nominees to the governing body for consideration.

(4) The DAB shall forward to the governing body in writing the names of the candidates nominated in alphabetical order and not by any ranked order of preference.

(5) At a regular meeting of the governing body following the receipt of the DAB nomination, at which all the remaining members are present, the remaining members of the governing body shall elect by written ballot from those nominated a new member to fill the unexpired term; provided that, such election shall require a majority vote of the members-elect. In the event the remaining members of the governing body are unable to agree after five ballots, the vacancy election process shall automatically be scheduled for the next two consecutive regular meetings of the governing body. If the remaining members of the governing body are unable to agree by majority vote of the members-elect after five ballots at either of the next two consecutive regular meetings, the tie shall be broken by a coin toss to select the candidate to fill the unexpired term.

(c) Unexpired Term. The person elected as mayor or council member under subsection (a) or (b) shall fill the unexpired term until the next general city election, at which time the remaining unexpired term shall be filled by election; provided that such vacancy occurs prior to the first day of January in any year of a general city election. If the vacancy occurs after the first day of January in any year of a general city election, the person elected by the remaining council shall hold office for the entire unexpired term.

(d) Nominees. Candidates to fill the vacant term under subsection (b) shall meet all appropriate qualifications for candidates to such position including that of district residency. Candidates shall be nominated by petition containing not less than one hundred signatures of qualified electors who reside in the district having the vacancy at the time of signing the petition. Such petitions must be filed with the city clerk within three weeks following the notice of vacancy unless a time certain is indicated by the city council at the time of notice of vacancy. The petition shall state the name and place of residence, giving the street and number, of the candidate for the vacant term. The signatures to the petition need not all be appended to one paper, but each signer shall add to his or her signature his or her place of residence, giving the street and number. One of the signers of each such paper shall make oath before an officer competent to administer oaths that the statements thereto are true as he or she believes and that each signature to the paper appended is the genuine signature of the person whose name it purports to be. The city clerk shall determine the sufficiency of the petition, and may rely upon assistance and information from the election commissioner.

Section 10. Section 2.04.050 of the Code of the City of Wichita, Kansas, shall read as follows:

Sec. 2.04.050. Code of ethics for council members.

Council members occupy positions of public trust. All business transactions of such elected officials dealing in any manner with public funds, either directly or indirectly, must be subject to the scrutiny of public opinion both as to the legality and to the propriety of such transactions. In addition to the matters of pecuniary interest, council members shall refrain from making use of special knowledge or information before it is made available to the general public; shall refrain from making decisions involving business associates, customers, clients, friends and competitors; shall refrain from repeated and continued violation of city council rules; shall refrain from appointing immediate family members, business associates, clients or employees to municipal boards and commissions; shall refrain from influencing the employment of municipal employees; shall refrain from requesting the fixing of traffic tickets and all other municipal code citations; shall refrain from seeking the employment of immediate family members in any municipal operation; shall refrain from using their influence as members of the governing body in attempts to secure contracts, zoning or other favorable municipal action for friends, customers, clients, immediate family members or business associates; and shall comply with all lawful actions, directives and orders of duly constituted municipal officials as such may be issued in the normal and lawful discharge of the duties of these municipal officials.

Council members shall conduct themselves so as to bring credit upon the city as a whole and so as to set an example of good ethical conduct for all citizens of the community. Council members shall bear in mind at all times their responsibility to the entire electorate, and shall refrain from actions benefiting special groups at the expense of the city as a whole and shall do everything in their power to ensure equal and impartial law enforcement throughout the city at large without respect to race, creed, color or the economic or the social position of individual citizens.

Section 11. Section 2.04.051 of the Code of the City of Wichita, Kansas, shall read as follows:

Section 2.04.051. Representing the City.

No member of the City Council, employee of the City, or Council appointee shall state a position or policy of the City until said position or policy has been adopted by an affirmative motion, ordinance or resolution of the Council. No restraint on individual expression is hereby intended, so long as the Council member, City employee or Council appointee clearly indicates that the position expressed is his or her individual opinion and not the position or policy of the City.

Section 12. Section 2.04.052 of the Code of the City of Wichita, Kansas, shall read as follows:

Section 2.04.052. Confidentiality of information.
During the course of their duties, Council members will receive confidential information or attorney-client privileged communications that for good reason may be withheld under the Kansas Open Records Act, Kansas Open Meetings Act and other laws. This will be information that is commercially sensitive or is personal to a particular individual or organization and may

affect City's legal rights and responsibilities. Council members acknowledge that failure to observe confidentiality will impede the performance of the council by inhibiting information flows and undermining public confidence in the council. The confidentiality of this information will be protected by Council members and not disclosed unless a resolution of the Council to release the information is adopted by a majority vote of the Council members.

Section 13. Section 2.04.060 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.060. Employment of professional services.

Employment of professional services, such as furnished by appraisers, accountants, architects, lawyers, realtors, engineers and others of similar professions, shall be authorized by appropriate action of the majority (four) of the city council members or by the city manager when such authority is granted by an administrative policy of the city which has been approved by the city council. Selection for employment shall be made from responses of qualified persons or firms interested in employment by the city. All selections by the city council members shall be by majority vote after recommendation by the city manager with respect to demonstrated competence and qualification for the type of services required at fair and reasonable prices, with a strong emphasis on qualifications, skills, expertise, and experience, provided, that the city council may designate itself to serve as the selection committee on projects of wide public interest.

Section 14. Section 2.04.070 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.070. Appointments to municipal boards and commissions.

All appointments of members of boards and commissions of the city shall be made in accordance with the statutes of Kansas and the code of ethics for council members of Section 2.04.050 of this Code and the policies and procedures of Chapter 2.12 of this Code.

Section 15. Section 2.04.080 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.080. Legal notices.

The city council shall follow a policy with respect to legal notices concerning annexation, zoning, public hearings, condemnations, etc., as such notice may, in the opinion of the city attorney, be required by state statute or federal law.

Section 16. Section 2.04.090 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.090. Approval of expenditures.

(a) The city council shall approve all contracts for public improvements and purchases in excess of twenty-five thousand dollars and all transfers of funds in excess of twenty-five thousand dollars, in addition to such regular budget approvals as may be required by law; provided, however, that the approval of a majority of the council (four) shall be required to overrule a recommendation of the city manager or to exercise approval in those cases where action by city ordinances is required.

(b) No individual council member shall incur any expense by travel or otherwise for the city except at the direction of a majority of a quorum of the council. Such approval shall be obtained prior to incurring the expense, except for the following circumstance: expenses totaling three hundred dollars or less which may be incurred if (1) funds for such expenditure are available in the adopted budget and (2) such council member notifies the council prior to the expenditure of the intended expense.

Section 17. Section 2.04.100 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.100. Relationship between city council and city manager.

The members of the city council and the city manager shall observe scrupulously the relationship and the respective authorities and responsibilities of each as provided by the statutes, city ordinances, council rules or procedure and the ethics of good conduct. Generally speaking, the council shall act as a policy-making body only except as specifically provided otherwise by statute, and the city manager shall act as the administrative head of the city. The council shall delegate to the city manager all administrative duties not specifically required by statute to be performed by the council. No member of the city council shall interfere directly with the conduct of any municipal department except at the express direction of a majority (four) of the council. All instructions or direction to the city manager shall come from the council as a whole after approval of a majority (four) of the council. The city manager shall disregard any other instructions or directions and shall refer them to the council as a whole. Requests for routine information may be made to department heads by individual council members but all requests for lengthy or detailed reports shall be made only to the city manager. No instructions or directions shall be given by individual council members to department heads or to other city employees who shall refer such instructions immediately to the city manager, who, in turn, shall bring such improper actions to the attention of the entire council for such action as may be appropriate in each individual case.

Section 18. Section 2.04.110 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.110. Duties of city manager relative to city council.

The city manager shall act as the administrative head of the city and in such capacity shall direct the affairs of the city within the limits of the budget, the policies established by the city council and the requirements of the statutes. The city manager shall attend all meetings of the council unless excused by a majority (four) of the council. The city manager shall prepare and submit

the annual budget to the council, shall keep the council advised as to the financial condition and requirements of the city and shall make recommendations to the council on all matters concerning the welfare of the city. The city manager shall have no vote in the public meetings of the governing body and shall refrain from attempting to establish policy except as he or she shall make recommendations to the city council as a whole. The city manager shall be employed by a majority (four) of the council and shall serve at the pleasure of the majority (four) of the council. The city manager shall refrain from any and all political activity whatsoever and shall so conduct himself or herself as to observe the highest standard of ethics of the city manager profession. When requested by the city manager (and not by individual members of the council) certain department heads and employees of the city shall attend council meetings. The city manager shall advise with the council on matters pertaining to the affairs of the city.

Section 19. Section 2.04.120 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.120. Duties of city attorney relative to city council.

(a) The city attorney shall attend all meetings of the city council. The city attorney shall draft or cause to be drafted for his or her approval all ordinances, resolutions, contracts, releases, agreements and other instruments pertaining to legal actions of the city which shall have been approved as to form and legality by the city attorney before presentation to the council. No ordinances or resolutions or other documents shall be prepared by the city attorney unless requested by the city manager, unless such request shall have been placed on the agenda and approved by a majority (four) of the council. When requested by any member of the council, the city attorney shall furnish an opinion, either written or oral as may be appropriate in each case, concerning parliamentary rulings, interpretations of council rules of procedure and opinions as to legality of matters under consideration. The city attorney is the chief legal advisor to the council and the city manager, who are entitled to rely upon his or her legal opinions, which shall be considered final as they relate to municipal affairs except as they may be adjudicated in the courts.

(b) The city attorney shall be the parliamentarian for the council, and shall provide advice and counsel to the presiding officer on all infractions of the council rules and procedures for the conduct of meetings.

Section 20. Section 2.04.130 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.130. Duties of city clerk relative to city council.

The city clerk shall be ex officio clerk of the council, shall keep minutes of the meetings and shall perform such other and further duties in the meetings as may be directed by the city council or the city manager. The city clerk shall keep the official records of the city as may be required by the statutes, shall be authorized to maintain summary form of minutes indicating official actions taken in council meetings and shall maintain recordings of all council meetings on file for a period of at least four years after each meeting. Summary minutes of each meeting shall

show the attendance, a short summary of each matter acted upon, the action taken with respect to each matter, the vote, the deletions as ordered by the chair, reprimands as ordered by the chair, votes of reprimand or censure as directed by the council, and appeals.

Section 21. Section 2.04.140 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.140. Sergeant-at-arms.

The chief of police or such other senior member or members of the police department, as he or she may be authorized to select by the city manager and as may be approved by the mayor, shall serve as sergeant-at-arms for council meetings. The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at council meetings and shall be held harmless by the city for such acts as he or she may perform at the direction of the presiding officer. Upon instructions from the presiding officer, it shall be the duty of the sergeant-at-arms to remove from the room or to place under arrest any person who violates the order and decorum of the meeting and to cause a complaint to be filed against such person to be prosecuted under the provisions of the appropriate code, and the complaint in each case shall be signed by the presiding officer.

Section 22. Section 2.04.150 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.150. Special committees.

Special committees shall be appointed by the mayor as directed or approved by a majority (four) of the council. Such special committees shall conduct their activities and shall report as directed by the majority (four) of the council. Such committees shall serve at the pleasure of the majority (four) of the council.

Section 23. Section 2.04.180 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.180. Regular meetings.

Regular meetings of the city council shall be held in the council chambers of City Hall on each Tuesday at nine a.m., except that no Regular meeting shall be held on the fifth Tuesday of a month. Regular meetings may be cancelled, or held from time to time at such other times and locations within the city or scheduled as a consent agenda/workshop meeting as determined at a prior meeting by a majority of the council members. Workshop meetings shall be held on the fourth Tuesday of each month at 9:30 a.m. in the First Floor Boardroom of City Hall, or other location so designated by the council. When the date of a regular meeting immediately follows a Monday legal holiday, the meeting shall be cancelled. All regular and workshop meetings of the city council shall be open to the press and to the public, except when closed under the procedures of the Kansas Open Meetings Act.

Section 24. Section 2.04.190 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.190. Order of Council Business at Regular Meetings.

Regular meetings of the council shall be conducted according to the standing rules of procedure of the council in the following order of business:

I. Opening of Regular Meeting

A. Call to Order. Promptly at the hour appointed for the meeting of the council, the mayor, or in his/her absence, the successor presiding officer shall take the chair and shall call the city council meeting to order.

B. Invocation. The presiding officer shall announce the invocation to be given by a member of a rotating panel invited for such purposes from all the religious faiths in the community.

C. Pledge of Allegiance. The presiding officer will lead in the presentation of the Pledge of Allegiance to the flag of the United States of America.

D. Attendance. The clerk shall note the attendance of the council members and shall enter as a matter of record their presence or absence during all or any part of the meeting.

E. Approval of Minutes of Previous Meeting. Minutes of the previous meeting or meetings shall be amended, corrected and approved and if approved by a majority of the quorum present shall be entered in the permanent records of the city without being subject to further change or amendment. Minutes of previous meetings shall not be read aloud in their entirety unless so required by a vote of a majority (four) of the council.

F. Awards and Proclamations. The presiding officer will present the scheduled awards and proclamations.

G. Public Agenda. A public agenda shall be considered by the council. No action will be taken relative to items on this agenda other than referral to the City Manager for information. Requests to appear will be placed on the agenda on a "first-come, first-served" basis. Except as otherwise directed by the Presiding Officer of a regular meeting: (1) 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, (2) no speaker shall be allowed to appear more frequently than once every fourth meeting, and (3) 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. The request should state the name of the individual(s) desiring to be heard and the matter to be presented. Substitutes for the individual(s) to be heard or matters to be presented are not permitted. Item requests may be referred, at the discretion of the city manager, to appropriate staff for mediation

prior to being placed on the public agenda if the individual(s) consents to said referral. Matters pertaining to personnel, quasi-judicial cases, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum will be observed and enforced as provided in this Code.

II. Council Business

A. Unfinished Council Business. Items on this agenda will be those items of unfinished business carried over from previous meetings and designated for further consideration by the council.

B. New Council Business. The new business agenda shall be prepared by the city manager and shall include all items to be presented officially to the city council by the city manager. Each item shall include sufficient summary explanation to make clear to members of the council and the public the matter to be discussed and the action requested. Additional or supplemental information may accompany the agenda or follow as soon thereafter as practicable. Items on this agenda shall be presented by the city manager or such members of the staff as the city manager may designate. Generally speaking, the order of presentation shall follow the agenda except as may be directed otherwise by the presiding officer and each item shall be concluded before the next item is discussed. Except for questions from council members for purposes of clarification, the manager shall be permitted to explain fully each individual item before detailed questions or discussion is had either by the members of the council or by members of the public present. Following the complete presentation of each item on the agenda and the specific recommendation of the city manager in connection with each item presented, the matter shall be opened for discussion from the floor to members of the public.

III. Council Business Submitted by City Authorities

A. Planning Agenda. The planning agenda shall be prepared by the city manager. Items on the planning agenda shall include all regulatory and policy matters, which carry the recommendation of the metropolitan area planning commission, and may include other matters referred to the city council from the planning department. The city manager may designate a time certain for hearing on items on this agenda that are of public interest. Public hearings on planning items are conducted by the planning commission under provisions of state law. Additional hearing on zoning applications will not be conducted by the council unless a written statement is filed with the city clerk by five p.m. on the Wednesday preceding the meeting in question:

(1) Alleging unfair or incomplete hearing before the planning commission; or

(2) Alleging new facts or evidence that was unavailable at the planning commission hearing; the council will determine from the written statement whether or not to return the matter to the planning commission for rehearing.

B. Housing Agenda. The city council meets as the governing body of the housing authority for consideration and action on items on this agenda, pursuant to state law, HUD regulations and city ordinance. The meeting of the housing authority is deemed called to order at the start of this agenda and adjourned at the conclusion. The designated housing member is also assembled with the city council, but only for purposes of the housing agenda portion of the meeting.

C. Airport Agenda. Pursuant to state law and the city's home rule powers, the city council meets as the governing body of the airport authority for consideration and action on items on this agenda. The meeting of the airport authority is deemed called to order at the start of this agenda and adjourned at the conclusion thereof.

IV. Council Agenda

A. Council Member Agenda. The Council Member Agenda shall be used by individual council members to request that items or projects be placed on a future agenda for consideration by the council. A majority vote (four) shall be required to put an item on a future agenda and direct staff to begin work on the item.

B. Council Member Appointments. Appointments to city boards and commissions shall be made pursuant to Chapter 2.12 of this Code. The mayor or vice mayor shall make at-large appointments as required by state law or city ordinance.

V. Consent Agenda

The consent agenda shall be prepared by the city clerk for each regular meeting or workshop. It shall be restricted to the necessary actions to be taken by the council in connection with the second reading of ordinances, routine resolutions or contracts in which the project has been previously approved by the council, or routine matters to be approved. Items on the consent agenda, although listed separately, shall be considered collectively as a consensus agenda and an affirmative vote of the council on the consent agenda will allow and be construed as an affirmative vote to take the recommended action as stated on each item, provided that when a council member has been recorded as voting against an ordinance on first reading, the council member shall be recorded as voting the same on subsequent readings on the consent agenda, unless otherwise indicated by the council member Any item on the agenda may be considered separately by request of any member of the council or the city manager, in which event it will be set aside for separate discussion and remaining items on the agenda will be voted upon as a consensus agenda.

Section 25. Section 2.04.195 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.195. Order of Council Business at Workshop Meetings.

I. Consent Agenda

A. Workshop meetings shall be regular meetings conducted on the fourth Tuesday of each month at 9:30 a.m. in the First Floor Boardroom of City Hall. Workshop meetings may be held at such other time and location within the city as may be determined at a prior meeting by a majority of the council members. Workshop meetings shall be conducted as follows:

B. The consent agenda shall be prepared by the city clerk and shall be restricted to the necessary actions to be taken by the council in connection with ordinances, resolutions or other matters previously approved, placed on reading or adopted, or routine matters to be approved. The city manager or a staff member designated by the city manager will advise the city council as soon as it is known that an item on the consent agenda is time sensitive and requires immediate action.

C. The separate items appearing on the consent agenda shall be considered collectively as a consensus agenda and an affirmative vote of the council on the consent agenda will allow and be construed as an affirmative vote to take the recommended action as stated on each item, provided that when a council member has been recorded as voting against an ordinance on first reading, the council member shall be recorded as voting the same on subsequent readings on the consent agenda, unless otherwise indicated by the council member.

D. After the mayor, or presiding officer if the mayor is absent, announces the consent agenda for consideration, any member of the council may request that an item be pulled from the consent agenda Any such item pulled from the consent agenda may be deferred to the next regular meeting of the city council and appear as an item on the unfinished business portion of the agenda.

E. Any member of the city council may request that any item on the consent agenda be considered separately for comment or clarification on the item, for purposes of declaring a conflict of interest or voting against the item. In such case, the agenda item will not be deferred but will be voted on separately by the city council.

Section 26. Section 2.04.200 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.200. Workshops.

The city council may hold a workshop at which no action is taken, following the recess or adjournment of any council meeting. Such adjourned (recessed) workshop meetings of the council shall be held at such time and place as a majority (four) of the council may determine. Such adjourned meetings shall be open to the press and to the public in accordance with the Kansas Open Meetings Act.

Section 27. Section 2.04.210 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.210. Special meetings.

The mayor or any (four) council members shall have the power to call special meetings of the city council. The object of such special meeting shall be submitted to the council members in writing. The call and the object of such call and the action of the council thereon shall be entered in the minutes by the city clerk and no other business shall be transacted except that mentioned in the call for the special meeting. A written notice of such special meeting, stating time, place and object, shall be served personally or electronically by facsimile or electronic mail upon each member of the council and the city manager or left at such persons' usual place of residence or business at least two hours before the time of such meeting, such service to be made in such a manner as is determined to reasonably provide actual notice of the special meeting. Such notice shall be issued by the city clerk and the city clerk may call upon the chief of police to, either in person or by some police officer, serve a copy of such notice if necessary and make a report to the city clerk of the manner of such service. Ordinarily, special meetings shall be held in the council chambers of city hall although such other arrangements may be made as shall be approved by a majority (four) of the council. All special meetings shall be open to the press and to the public in the manner provided in the Kansas Open Meetings Act.

Section 28. Section 2.04.215 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.215 En banc meetings.

En banc meetings of the city shall be called in the same manner and by following the same procedure set out in Section 2.04.210 of this Code for the calling of special meetings for the city council.

Section 29. Section 2.04.220 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.220. Order of business at special meetings.

In all special meetings of the city council the order of business shall be as follows, providing that the meeting shall be conducted in accordance with the rules of council procedure as adopted herein:

1. Call to order.
2. Roll call.
3. Reading of the call for the meeting by the city clerk.
4. Consideration of the business in the order embraced in the call for the meeting.
5. Adjournment.

Section 30. Section 2.04.230 of the Code of the City of Wichita, Kansas, shall read as follows:

Section 2.04.230. Conduct of Council Business

A. Public hearings. The mayor or any other member of the city council or the city manager may identify and designate an item of extraordinary interest for an upcoming meeting that may be scheduled at a time certain for public hearing. Unless otherwise directed by a majority of the council, such items shall be scheduled subject to city council guidelines pertaining to the number, order and time limits for speakers at such public hearings.

B. Debate and Closure. Public comments and comments from the city manager shall be allowed on all motions; provided, however, that any council member may at anytime move to close the public debate and, if seconded, all further discussion of the matter either by members of the public or the city manager shall cease and the council shall vote on said motion which, if passed by a majority vote (four), shall close public debate. Discussion and debate of the original motion may be continued among members of the city council until the mayor or any other council member moves the previous question. A move for the previous question, if seconded, shall immediately end all debate and discussion, and if passed by a super-majority vote (five), the original motion must be voted on without delay; provided, however, that the previous question shall not be implemented until all members of the council have had an opportunity to speak to the original motion. After the formal vote has been taken by the council, all further discussion of the matter shall cease unless appropriate affirmative action follows to place the matter again before the council for reconsideration.

C. Agenda. Except under the most unusual circumstances, all council meetings shall be conducted strictly in accordance with a written agenda in order that the members of the council, the city manager and the public may be informed as to the matters to be considered and may have an opportunity either to prepare themselves or to be present for such purposes as may be appropriate. The agenda shall be made public in advance of the meeting following the furnishing of the weekly agenda to individual members of the council. The order in which the sections of the agenda will be considered will be as set forth in the order of business in Section 2.04.190. The agendas will be prepared in accordance with such procedures as may be established by the city manager.

D. Recesses. Recesses of the council shall be declared by the presiding officer or a majority (four) of the council; provided that a recess for a closed or executive session under the Kansas Open Meetings Act shall be by appropriate motion, seconded and approved by a majority (four) of the council.

E. Adjournment. Adjournment shall occur at the conclusion of the agenda or at the hour of six p.m. when moved, seconded and approved by a majority of members present; or as shall be announced by the chair at the conclusion of business in the event no majority is obtainable from members present; provided, that meetings may be continued beyond the hour of six p.m. when moved, seconded and approved by a majority of members present.

Section 31. Section 2.04.240 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.240. Conduct of Council Business - Presiding officer.

The mayor shall preside at all meetings of the city council. In the absence of the mayor, the vice mayor shall preside. In the absence of both the mayor and the vice mayor, the next-in-line in the order of succession, designated pursuant to Section 2.04.032 of this code, acting vice mayor shall preside. The chair shall be relinquished to such senior officer of the council that may be present at any time during council meetings. The presiding officer may make motions, second motions and debate from the chair subject only to such limitations of debate as by the same rules are imposed on all members. The presiding officer shall not be deprived of any of the rights and privileges of a council member by reason of acting as the presiding officer. He or she shall refrain from preempting the floor and shall recognize other members of the council in their turn for comment, motion and debate.

The presiding officer shall direct the conduct of and shall preserve strict order and decorum in all meetings of the council. He or she shall decide all questions of order subject, however, to an appeal to the council in which event a majority (four) vote of the council shall determine conclusively such question of order; shall direct the sergeant-at-arms to carry out the orders and instructions of the chair for the purpose of maintaining order and decorum in the council meeting; shall determine the order of discussion and debate; shall recognize as nearly as possible those individuals desiring to speak in the order in which requests are made to the chair; shall conduct council meetings strictly in accordance with the rules and procedures adopted by the council; shall issue the necessary and appropriate reprimands to those individuals who are out of order; and shall direct the clerk to record such reprimands and votes of censure as may be directed by the council under Section 2.04.330. In the event it shall become necessary to remove any person from a council meeting or to place any such person under arrest for violation of the order and decorum of the meeting, the complaint for prosecution shall be signed by the presiding officer whose actions in such matters if approved by a majority (four) of the council shall be saved harmless by the city.

If requested to do so by any council member, the presiding officer shall explain his or her rulings in connection with any particular point of order and shall refer to the city attorney any inquiries from individual council members with respect to interpretations of council rules of procedure. The ruling of the city attorney shall be final insofar as the interpretation of the rules may be concerned and such interpretation shall be observed by the presiding officer in his or her orders and conduct of the meeting.

Section 32. Section 2.04.250 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.250. Conduct of Council Business - Appeals.

Any member of the council may appeal a ruling of the presiding officer, providing such appeal is made immediately following the ruling to be appealed.. In all cases of appeal, the decision of the majority (four) of the council shall be final. In the event that appeals are sustained against rulings or orders of the presiding officer, then the city clerk shall record a notice of such appeal and the action taken with an appropriate notation on the minutes of each meeting concerned.

Section 33. Section 2.04.260 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.260. Conduct of Council Business - Attendance.

All members shall attend all meetings of the council excepting only when they are unable to do so because of illness, absence from the city or unavoidable press of other business. Members shall be prompt in attendance and those members who are tardy shall not be privileged to review actions taken prior to their attendance. Members shall refrain from absenting themselves from council meetings in order to influence voting, to delay business of the city, to make it impossible for the council to proceed in an orderly manner or otherwise to impose restrictions on the council. Members shall advise either the mayor or the city manager at least twenty-four hours in advance, except in the most unusual cases, of their intention to be absent and shall advise either the mayor or the city manager when they will be available at a later date in order that meetings may be adjourned to specific dates if necessary. Members shall accord each other the same courtesy and consideration in absences that they might request for themselves and shall not ask that any city business be delayed because of their absence from meetings except under the most unusual circumstances.

Member shall not leave the city council bench or the city council meetings except as they shall be excused for cause by the presiding officer. Members shall refrain from coming and going throughout city council meetings and from unnecessary or undue interruption of the meetings by repeated absences from the bench.

Section 34. Section 2.04.270 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.270. Conduct of Council Business - Quorum.

A quorum shall consist of a majority of the members-elect of the council who shall be authorized to transact ordinary and usual city business at any council meeting; provided, however, that four affirmative votes shall be required to approve matters of general policy, to revoke general policy matters previously approved, to remove officers of the council, to discharge or to employ the city manager, to adopt a vote of censure, to adopt ordinances, to adopt resolutions, to overrule previous decisions adopted by a vote of the majority (four) of the council, to overrule recommendations of the city manager, or to overrule recommendations of any advisory board or commission (except in actions in which a greater number is required by this Code or state statute). In those cases where a quorum is present but votes are passed, the majority of votes cast (exclusive of votes passed) shall prevail in those cases where sufficient prevailing votes are cast to qualify actions under the rules of procedure.

Section 35. Section 2.04.280 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.280. Conduct of Council Business - Voting.

All members of the city council shall discharge the responsibility of their elective office and shall vote on all matters coming before the city council except in those particular cases of conflict of interest approved by the presiding officer in which case a member may request permission and may be authorized to pass his or her vote. Unless a member of the city council votes audibly to the contrary or unless a member of the city council is granted permission by the presiding officer to pass his or her vote on a particular matter, his or her silence in voting shall be recorded as an affirmative vote. Any member of the city council shall be entitled to ask for a roll call vote, in which case the presiding officer shall direct the clerk to poll the individual members in alphabetical order with the presiding officer being polled last. Written votes as required by rules of procedure shall not be waived in favor of voice votes except by unanimous consent of all city council members present at the particular meeting such waiver is desired. Members shall be permitted to qualify or to explain their votes and to ask that such explanation be recorded in the minutes by the clerk as a matter for the record. Members absent from city council meetings at the time votes are cast shall not be privileged to cast their vote at a later time although such members shall be privileged to request the clerk to record them later in the meeting as being for or against the question providing such request is made during the course of the same meeting with the knowledge of all the council members present and with the approval of the presiding officer. Votes cast shall not be changed after a question has been decided and after intervening matters have been placed before the city council. Reconsideration of a matter in accordance with the rules of the city council shall entitle a completely new vote if such recommendation prevails and such new vote shall not be considered a changed vote.

Section 36. Section 2.04.290 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.290. Conduct of Council Business - Decorum.

(a) COUNCIL MEMBERS. During city council meetings, council members shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings or the peace of the city council nor refuse to obey the orders of the presiding officer or the rules of the city council. Every council member desiring to speak shall address the chair and upon recognition by the presiding officer shall confine himself or herself to the question under debate and shall avoid all personalities and indecorous language. Every council member desiring to question the administrative staff shall address the question to the city manager who shall be entitled either to answer the enquiries or to designate some member of his or her staff for that purpose. A council member, once recognized shall not be interrupted while speaking unless called to order by the presiding officer, unless a point of order is raised by another member or unless the speaker chooses to yield to questions from another member. If a council member is called to order while the member is speaking, the member shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall remain silent or shall alter his or her remarks so as to comply with rules of the city council. All members of the city council shall accord the utmost courtesy to each other, to city employees and to public members appearing before the city council and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. Council members shall confine their

questions as to the particular matters before the city council and in debate shall confine their remarks to the issues before the city council. Council members shall be removed from the meeting for failure to comply with decisions of the presiding officer or for continued violations of the rules of the city council. If the presiding officer fails to act, any member may move to require the presiding officer to enforce the rules and the affirmative vote of a majority (four) of the members present shall require the presiding officer to act.

Except by consent of the majority of the members, no member shall speak longer than five minutes at any one time and not more than once on the same motion until all other members have had an opportunity to speak to the motion.

(b) ADMINISTRATIVE STAFF MEMBERS AND EMPLOYEES. Members of the administrative staff and employees of the city shall observe the same rules of procedure and decorum applicable to members of the council. While the presiding officer shall have the authority to preserve decorum in council meetings insofar as staff members and city employees are concerned, the city manager also shall be responsible to the council for the orderly conduct and decorum of all city employees under his or her direction and control. The city manager shall take such disciplinary action as may be necessary to insure that such decorum is preserved at all times by city employees in council meetings. Any person desiring to address the council shall be recognized by the chair, shall state his or her name for the record and shall limit his or her remarks to the matter under discussion. All remarks and questions addressed to the council shall be addressed to the council as a whole and not to any individual member thereof. No staff member, other than staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the presiding officer.

(c) MEMBERS OF PUBLIC. Members of the public attending council meetings also shall observe the same rules of propriety, decorum and good conduct applicable to members of the council. Any person making personal, impertinent or slanderous remarks or who becomes boisterous while addressing the council or while attending the council meeting, shall be removed from the room if the sergeant-at-arms is directed by the presiding officer, and such person shall be barred from further audience before the council or further attendance in council meetings. Unauthorized remarks from the audience, clapping, stamping of feet, whistles, yells and similar demonstrations shall not be permitted by the presiding officer who shall call for order and if the call for order is not obeyed, direct the sergeant-at-arms to remove such offenders from the room. Aggravated cases shall be prosecuted on an appropriate complaint signed by the presiding officer. In case the presiding officer shall fail to act, any member of the council may move to require him or her to act, to enforce the rules and an affirmative vote of the majority (four) of the members shall require the presiding officer to act. Any member of the public desiring to address the council shall be recognized by the chair, shall advance to the microphone, shall state his or her name and address in an audible tone for the record and shall limit his or her remarks to the question under discussion. All remarks and questions addressed to the council shall be addressed to the council as a whole and not to any individual member thereof. All remarks and questions addressed to the administration of the city shall be addressed to the city manager and not to any individual city employee. No person other than the members of the

council and the person having the floor shall enter into any discussion either directly or through a member of the council without the permission of the presiding officer.

The presiding officer may grant permission to nonmembers to address the council for not more than five minutes, provided there is no objection of any member of the council. If there is an objection, permission may be granted by a majority vote of the members present. By the same procedure, the limit of five minutes may be extended.

Members of the public wishing to speak for longer periods of time than five minutes are urged to contact the city manager prior to the meeting. Topics, which are unusually detailed or complicated, thus requiring a longer time for presentation, may be presented in writing to the city manager prior to the meeting to allow for printing and distribution to the council.

Section 37. Section 2.04.300 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.300. Conduct of Council Business - Point of personal privilege.

Any member of the council shall have the right to raise a point of personal privilege during any council meeting. Except under the most unusual circumstances, such requests shall not be disapproved by the presiding officer or by a majority (four) of the council members.

Section 38. Section 2.04.310 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.310. Conduct of Council Business - Point of order.

Any member of the council may raise a point of order at any time, both with respect to the conduct of the meeting, the procedure that is being followed, or any remarks that are being made. Points of order that are raised with respect to rules of procedure may be referred to the city attorney for a ruling, which shall be accepted as final by the presiding officer. Points of order raised with respect to indecorous or improper remarks made by any member of the council, by a member of the administrative staff of the city or by any member of the public shall be ruled upon immediately by the presiding officer. If such remarks are determined to be out of order, the presiding officer shall instruct the person speaking to cease such remarks and shall instruct the city clerk to delete such remarks from the record and to indicate for the record that such remarks have been deleted as having been ruled out of order. In the event a question is raised by a council member as to the propriety of the remarks themselves, the member raising the question shall be privileged to ask that the remarks either be repeated or be read from the record, in which case then the presiding officer shall make the appropriate ruling. Such remarks having been ruled upon and declared as out of order, all further remarks of a similar type shall cease immediately. In the event such remarks do not cease, the presiding officer shall be obliged to terminate any further remarks and, in cases where such action is warranted, shall instruct the sergeant-at-arms to remove the offender from the meeting room.

Section 39. Section 2.04.320 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.320. Conduct of Council Business - Reprimand.

In the event of indecorous behavior or improper conduct during council meetings or in the events remarks do not cease when ruled out of order by the chair, the presiding officer shall be obliged to issue a formal reprimand and to instruct the city clerk to include such reprimand as part of the official minutes of the meeting. In the event the presiding officer fails to issue a reprimand when such action is appropriate, any member of the council may move such a reprimand, which if approved by a majority (four) of the council, the presiding officer shall direct the city clerk to record the reprimand as a matter for record in the official minutes of the meeting.

Section 40. Section 2.04.330 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.330. Conduct of Council Business – Censure

Action lacking propriety and good taste in manners and conduct, improper language and repeated and continued violations of the rulings of the chair shall make any member of the commission, any member of the city staff or any member of the public liable to a vote of censure for such improper action.

Section 41. Section 2.04.340 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.340. Conduct of Council Business - Motions.

Generally speaking, action of the council shall be indicated by a vote of the council members present at each meeting after motions have been made and seconded by individual council members. Because of the small number of members (seven) of the council, the usual procedures established by Roberts' Rules of Order and customary parliamentary procedure are not always applicable, such rules and procedures having been developed essentially for larger groups. Therefore, simplified rules of procedure shall be established insofar as parliamentary procedure is concerned and motions by the individual council members shall be restricted to the following:

(a) TO DISPOSE OF A MATTER WITHOUT ACTION

In order to dispose of a matter without action by the council either affirmatively or negatively, and after such matter has been properly presented to the council from the appropriate agenda, the following motions shall be in order:

(1) "To receive and file" (not debatable).

(2) "To defer" (debatable). The motion to defer should state the length of time of the deferral, as recommended by Council members and/or staff, which time should be no longer than necessary.

(3) "To refer" (not debatable). Such action shall be appropriate in connection with investigation and report.

(4) "To postpone indefinitely" (debatable). This motion may be used to remove an item from the agenda without prejudice to said item so that it may be returned to the agenda at any later date in accordance with established procedure.

(b) TO DISPOSE OF A MATTER WITH AFFIRMATIVE OR NEGATIVE ACTION.

In order to dispose of a matter with affirmative or negative action by the council after such matter has been presented properly from the appropriate agenda and after appropriate comment and recommendation from the city manager and public members present, the following motions shall be in order and shall be debatable:

(1) "To approve" (debatable). A specific recommendation or proposal.

(2) "To disapprove" (debatable). A specific recommendation or proposal.

(3) "To request" (debatable). A specific action.

(3) "To direct" (debatable). A specific action.

(c) TO AMEND A MOTION.

In order to amend motions previously made, the motion "to amend" shall be in order. An amendment may clarify, modify, or be inconsistent with the original motion or may directly conflict with the spirit of the original motion, but it must have direct bearing upon the subject of that motion. A motion shall be amended before a vote has been taken. Motions to amend shall be debatable providing the original motion was a debatable motion.

(d) TO SUBSTITUTE A MOTION

In order to substitute a motion for a motion which has already been made and seconded, a motion "to substitute" shall be in order providing that the substitute motion shall be made immediately after the original motion has been made and seconded and before a vote has been taken. Substitute motions shall be made only once and shall be debatable providing the original motion was a debatable motion. Substitute motions shall not be used for purposes of confusing the issue.

(e) TO RECONSIDER A MOTION

In order that a motion previously passed may be placed before the council for reconsideration, a motion to "reconsider" shall be in order providing such motion to reconsider is made by a member of the side prevailing on the vote of the original motion, providing that any member may second a motion to reconsider, providing that such motion to reconsider shall be made during the same meeting that the original motion was passed and providing further that motions to reconsider shall be made only once on any particular subject in each meeting. Motions to reconsider shall be not debatable.

(f) TO SUSPEND A RULE

In order to suspend temporarily any particular rule for a particular purpose not contrary to statute or city ordinance, a motion "to suspend" a rule shall be in order and such a motion shall be not debatable. Suspension of a rule shall take effect for the particular rule in question only for the particular time in a particular meeting in question and shall not be considered as a permanent suspension of a rule. A motion to suspend a rule requires a majority vote of the members (four), providing that the rules with respect to written ballot shall not be suspended except by unanimous consent of the council.

(g) TO REPRIMAND

In order to reprimand any member of the administrative staff, any member of the public or member of the council, a motion "to reprimand" shall be in order providing such motion shall be made for a specific violation or for repeated violation of council rules and providing such motion shall be made after the particular matter under discussion and debate by the council has been brought to vote and conclusion. Motions to reprimand require the approval of a majority of the council members (four) and shall be not debatable.

(h) TO CENSURE

In order to accomplish a vote of censure, a motion "to censure" shall be in order providing such motion shall be made for a specific violation or for repeated violation of council rules and providing such motion shall be made after the particular matter under discussion and debate by the council shall have been brought to vote and conclusion. Motions to censure require the approval of a majority of the council and shall be not debatable.

(i) TO AMEND A RULE

In order to amend a rule of the council that is not codified in this chapter, a motion "to amend a rule" shall be in order providing proper notice of such intention to amend shall have been placed on the agenda at some previous meeting providing one week's notice. A motion to amend a rule shall require a majority vote of council and shall be not debatable.

(j) TO ADJOURN A MEETING

In order to adjourn a council meeting, a motion "to adjourn" shall be in order providing such motion is made at the ordinary or usual conclusion of business on the agenda and providing

that motions to adjourn shall not be used to embarrass, to harass, to foreclose discussion and debate or for any other purpose other than the orderly termination of council proceedings at such times as may be appropriate in each particular meeting. Motions to adjourn shall require the vote of a majority of the council members and shall be not debatable and shall take precedence over any other motions at the end of council meetings and any other actions except points of order or privilege.

Section 42. Section 2.04.350 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.350. Conduct of Council Business - Individual actions.

In addition to motions which may be made and seconded by members of the council, there shall be certain actions which individual members shall be privileged to take at appropriate times without the necessity of such actions being placed in the form of motions. All such actions are subject to decision of the presiding officer or appeal, providing the appeal is made immediately after and in connection with the ruling of the chair. The following individual actions or requests shall be authorized:

(a) TO RAISE A POINT OF ORDER shall be made at any time by any member who alleges the rules of procedure are being violated. (See Section 2.04.310.)

(b) TO RAISE A POINT OF PERSONAL PRIVILEGE shall be made by any member desiring to request such personal privileges as may be authorized by the rules of procedure, providing that such request shall be made at the conclusion of any individual items of business on the agenda. (See Section 2.04.300.)

(c) TO REQUEST ADDITIONAL INFORMATION shall be made at any appropriate time during a council meeting.

(d) TO ENQUIRE shall be made at any appropriate time during a council meeting.

(e) TO COMMENT shall be made at any appropriate time during a council meeting.

(f) TO APPEAL shall be made immediately following and in connection with a ruling of the presiding officer. (See Section 2.04.250.)

(g) TO RECESS shall be made at any reasonable time and for any reasonable purposes during meetings, providing such requests shall not be made during debate or discussion or immediately prior to a vote or for purpose of influencing a vote or for harassing other members or individuals appearing before the council.

(h) TO BE EXCUSED FROM THE MEETING shall be made at reasonable times for good and sufficient reasons, providing that such requests shall not be made immediately prior to vote on any matters under debate or discussion or for the purpose of delaying action on any matters under consideration or for the purpose of reducing the number of members present in

order to influence a vote or for the purpose of preventing a quorum being present to conduct business.

(i) TO PASS A VOTE shall be made in connection with any vote in which a member of the council may have a conflict of interest and shall not be used for the purpose of evading a vote or delaying or obstructing business.

(j) TO REQUEST A PARLIAMENTARY RULING shall be made at any time a member alleges the rules of procedure are being violated or at any time a member requests clarification either of rulings that have been made by the presiding officer or rulings that may be applicable under certain circumstances. Requests for parliamentary ruling shall be made to the city attorney as may be desired by any member of the council; providing, however, that the parliamentary ruling of the city attorney in connection with the rules of procedure shall be final and shall be mandatory on the presiding officer.

(k) TO MOVE THE PREVIOUS QUESTION shall be made at any appropriate time after a motion has been made and seconded when it is desired to bring the debate to an end and to bring about a vote on the matter under debate. The presiding officer shall call a vote on the original motion immediately after such move for the previous question has been seconded and passed by a super-majority vote of the council members (five), provided however, that the previous question shall not be implemented until all members of the council have had an opportunity to speak to the original motion. In the event the presiding officer does not act under these circumstances, the move for the previous question shall be made in the form of a motion which, if seconded and approved by a super-majority of the council members (five), shall make it mandatory that the presiding officer call the previous question for vote without further debate or other delay.

Section 43. Section 2.04.360 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.360. Conduct of Council Business - Requesting state of emergencies.

The mayor or presiding officer shall have the authority to request a state of emergency whenever such declaration is in the interest of the city and essential in connection with the passage of an appropriate ordinance or other action of the council. Such request shall be made in writing, and approved by a majority (four) of the council.

Section 44. Section 2.04.370 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.370. Presentation and form of ordinances.

(a) Presentation.
No ordinance shall be presented to the city council unless the same is introduced or endorsed by a member of the city council, recommended by the city manager or submitted as a petition ordinance under state statute.

(b) Format Of Proposed Ordinances.
An ordinance prepared for submission to the council should be in a standard format prescribed by the city attorney. An ordinance that amends the City Code or a proposed ordinance should be in legislative drafting format, with the language to be added underlined and language to be deleted bracketed and stricken. Except as provided in Subsection (c), the city attorney should prepare:

1. A written draft of a proposed ordinance for submission to the council before the first reading of the ordinance; and

2. A written draft of an amendment to a proposed ordinance before the council votes on the ordinance.

During a council meeting, the city attorney may make minor amendments to a proposed ordinance by hand and, for the purpose of providing a written draft, may request that the council postpone consideration of a proposed ordinance that has been significantly amended during the meeting.

(c) The city attorney shall approve all ordinances as to form and legality before passage by the city council. All ordinances shall first be read by title as required by law and laid over until a subsequent regular or consent meeting unless a public emergency be declared; provided, however, that no ordinance shall be declared an emergency which grants a franchise or special privilege.

Section 45. Section 2.04.380 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.380. Presentation and form of resolutions.

No resolution shall be presented to the city council unless the same is introduced or endorsed by a member of the city council or recommended by the city manager. The city attorney shall approve as to form and legality all resolutions passed by the city council. Resolutions shall be adopted on one reading by the council.
(Ord. No. 23-264 § 34)

Section 46. Section 2.04.390 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.390. Form and approval of proclamations.

All proclamations shall be handled in the usual course of city business as follows:
(a) Written request shall be submitted to the City Council office, via regular mail, fax, e-mail or hand delivered.
(b) Requests are reviewed by the administrative assistant with the Mayor.
(c) Thereafter requests for proclamations and the proposed language for the proclamation are processed with the following information for approval by the City Council:

1. Name of the requesting party
2. Name of the organization or group requesting the proclamation
3. Telephone number, fax number and e-mail of contact person
4. Requested date, time and venue for receipt of the proclamation

A memo containing such information will be circulated to all Council members. Each Council member indicates his or her preference regarding the proclamation, signs the memo and returns it to the administrative assistant for tabulation. If there is a consensus among the Council for presentation of the proclamation, the requesting party is advised and a presentation or pickup is scheduled. Proclamations will be signed by the mayor and issued at the next regularly scheduled council meeting or at a press conference.

Section 47. Section 2.04.400 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.400. Investigation and action on complaints.

(a) INVOLVING MUNICIPAL POLICIES. All complaints involving municipal policies shall be referred to the city council for appropriate action and, except in the most unusual cases, such action shall be preceded by report and recommendation of the city manager, who shall have been given ample opportunity and time in which to investigate and to render a report in connection with such complaint.

(b) INVOLVING CHARGES OF UNFAIR, ETC., HEARINGS. All complaints involving charges of unfair hearings or improper hearings or inadequate hearings before advisory boards and commissions shall be referred immediately to the particular board or commission concerned for a rehearing except when other procedures are provided by this Code or state statute; provided, however, that such referral shall be accompanied by a written statement from the person complaining of such improper hearing, which statement shall delineate the specific charges in order that the particular board or commission concerned may be able to take appropriate action.

(c) RELATIVE TO CITY MANAGEMENT. All complaints with respect to the management of the city shall be referred to the city manager for the necessary or appropriate action in each individual case. In the case of those complaints involving the management of the city wherein the council desires further information, the city manager when so requested by a majority (four) of the council shall be given adequate time in which to make the necessary investigation and report back to the council.
(Ord. No. 23-264 § 36)

Section 48. Section 2.04.410 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 2.04.410. Recall.

Members of the city council are subject to recall by the electorate for the grounds and under the procedures established by KSA 25-4301 et seq. If any member is recalled under such procedures, a vacancy shall exist and shall be filled as authorized by law and the city code.

Section 49. The original Sections of Chapter 2.04 of the Code of the City of Wichita are hereby repealed.

Section 50. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____day of March, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

Agenda Item No. 40.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: Council Rules Amendments

INITIATED BY: City Attorney

AGENDA: New Business

Recommendation: Approve the ordinance to update Council rules.

Background: Rules of procedure for the City Council are contained in Chapter 2.04 of the Code of the City of Wichita. These rules have been in place for a number of years and have been amended piecemeal as Council membership, elections, and policies have changed. Some of the rules are out-of-date or inconsistent as to current practice and terminology. Council members Longwell and Skelton worked as a subcommittee with the City Attorney and the City Manager to recommend changes to the Council rules.

Analysis: The proposed ordinance contains revisions to the entire Chapter 2.04 on Council rules and procedures. The major changes are to update the order of business of Council meetings and to reflect a more efficient conduct of the meetings. Many sections are amended because of changed terminology even though the substantive provisions do not change. The sections on recall of Council members were amended to reflect State law.

Financial Considerations: There is no direct financial impact of the amendments.

Goal Impact: Promote Economic Vitality by providing a more efficient City operation; and Internal Perspective.

Legal Considerations: The ordinance has been prepared and approved as to form by the Law Department.

Recommendations/Actions: Approve first reading of the ordinance.

Attachment:
Delineated ordinance

Agenda Item No.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: Fire Stations 20, 21 and 22 (Districts II, III and V)

INITIATED BY: Department of Public Works
Fire Department

AGENDA: Consent

- -

Recommendation: Adopt the Resolution.

Background: In August of 2000, the City Council adopted the Fire Station Construction and Relocation Study. The Study, performed by the TriData Company, recommended a multi-year plan to construct ten fire stations. Under the plan, some stations would be relocated and some would be new. To date, six stations have been relocated.

On September 12, 2006, the City Council approved the construction of Stations 20, 21 and 22, adopted the Resolution and authorized staff to begin land acquisition activities.

On January 9, 2007, the City Council approved the acquisition of land at Kinkaid and Greenwich for Station 20.

On February 6, 2007, the City Council approved a Contract with Hanney & Associates to perform the Design Services for Stations 20, 21 and 22.

On December 4, 2007, the City Council approved the acquisition of land at Hydraulic and Denker for Station 22.

Analysis: On Friday, March 7, 2008 bids were received for Stations 20 and 21 (FB800051). National Contractors, Inc. was low bidder for Station 20 at $2,337,400 or $202.62 per square foot. Alcon & Associates was low bidder for Station 21 at $2,325,000 or $201.54 per square foot. These costs are in excess of the project construction budget for several reasons.

First, as a result of increased fuel prices and significant commodity increases for materials such as copper and steel, the cost per square foot has increased at a rate higher than inflation. For example, Station 10 the last station built as part of the Construction/Relocation CIP Project was constructed at a cost of $1,458,501 or $161.27 per square foot. Since the completion of Station 10 in 2005, the cost per square foot has increased $41.35 (25.6%). At today’s construction costs Station 10 would cost $373,969 more for the same square footage.

Secondly, Stations 20 and 21 include a meeting room as part of their design, which is to be utilized to serve a dual function as a meeting room for the community and Department Operations Center (DOC). The DOC/meeting rooms were not included in the original CIP budgets and there was uncertainty whether bids for the station projects with the meeting rooms would fall within project funding limits. The rooms add an additional $263,406 to Station 20 and $262,002 to Station 21 for a total of $525,408.

Staff recommends funding the increased construction costs, plus the cost of additional square footage for the DOC/meeting rooms from the 2009 CIP $2.5 million Fire Station Construction/Relocation Project.

Financial Considerations: The Adopted 2007 – 2016 Capital Improvement Program (CIP) includes $2.5 million in 2009 for Fire Station Construction/Relocation for the final station. It is recommended that $750,000 of this funding be used for Stations 20, 21 and 22. The CIP budget can be adjusted during the next budget process to replace the borrowed money as the final station project location and timeline becomes more defined.

Goal Impact: Construction and staffing of these Fire Stations will impact the Provide a Safe and Secure Community Goal. Specifically, the stations will address the maintained and/or improved response time's indicator.

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

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

Attachments: CIP Sheet and Resolution.

792489 FS20
792490 FS21
792491 FS22

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. R-06-460 OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; SETTING FORTH THE GENERAL NATURE AND THE ESTIMATED COST OF SUCH IMPROVEMENTS; AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COST THEREOF.

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

SECTION 2: That Section 2 of Resolution No. R-06-460 of the City of Wichita, Kansas is hereby amended to read as follows:

Section 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed $8,050,000, exclusive of the cost of interest on borrowed money.

SECTION 3: That the prior version of Section 2 of Resolution No. R-06-460 is hereby rescinded and replaced by the foregoing amended section.

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

ADOPTED At Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

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	BUILDING SERVICES	9/12/2006	FIRE STATION CONSTRUCTION/RELOCATION PROGRAM PHASE II STATIONS 21, 21 & 22

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC		Date
PB-	SEE REMARKS SECTION	2007-2016		YES	9/12/06

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
2008	2011	

12. Project Cost Estimate

ITEM	GO	SA	OTHER	TOTAL
CONSTRUCTION				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Other	8,050,000.00			8,050,000.00
Totals	8,050,000.00			8,050,000.00
Total CIP Amount Budgeted	8,050,000.00			8,050,000.00
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:
FS 20, 792489/435420 GENERALLY LOCATED AT PAWNEE & GREENWICH
FS 21, 792490/435421 GENERALLY LOCATED AT 21ST N. AND 135TH W
FS 22, 792491/435422 GENERALLLY LOCATED AT WASSALL AND HYDRAULIC

13. Recommendation: ADOPT THE RESOLUTION.

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: VAC2007-00043 Request to vacate the restriction of uses, as listed in the plattor's text, in a platted reserve. Generally located midway between 29th Street North and 37th Street North, west of Ridge Road and south of Wild Rose Circle, a private street.
(District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting consideration for the vacation of the restriction of uses, as listed in the plattor's text, in platted Reserve "C," Pier 37 Addition. The amended plattor's text will allow storage buildings, as defined and permitted in the Unified Zoning Code's "LI" Limited Industrial zoning district. Currently, the uses in Reserve "C" are restricted to private streets confined to easements, open space, drainage purposes, landscaping, parking, berms and utilities as confined to easements. Per the plattor's text, Reserve "C" shall be owned and maintained by the homeowners association for the addition. This condition will not be changed by the vacation request. The applicant owns all of the Pier 37 Addition. Utilities, manholes, water and sewer lines are located in easements within the platted reserve. The Pier 37 Addition was recorded with the Register of Deeds on February 28, 2007.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

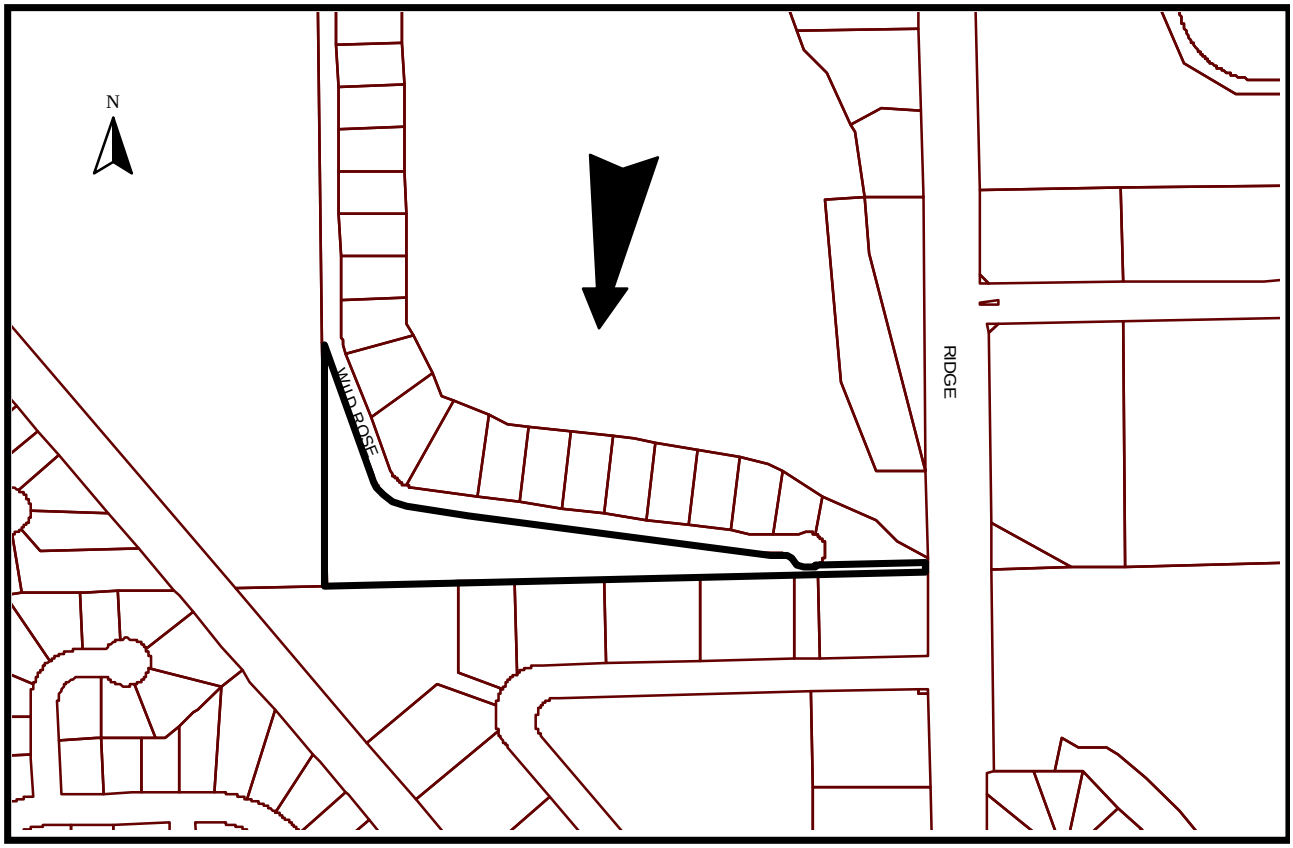
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.


RIDGE
WILD ROSE
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City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: VAC2007-00044 Request to vacate a portion of an alley deeded by Quit Claim, a portion of a platted alley and the restriction of uses in a platted reserve. Generally located north of Kellogg Street and east of Washington Avenue. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting vacation of the east-west alley, acquired by the City with a Quit Claim Deed on November 13, 1922. The applicant will dedicate 20 feet in width of right-of-way to the east (Pattie Avenue) or west (Laura Avenue) at the ROW's point of intersection with the platted, 20 foot wide, north-south alley to prevent the platted north-south from dead ending. The applicant is also vacating a portion of this platted north-south alley, as dedicated in the Hunters 3rd Addition, which was recorded with the Register of Deeds on April 19, 1889. There are utilities, a sewer line and manholes in the east portion of the east-west alley (Quit Claim) and in a portion of the platted north-south alley (Hunter's 3rd Addition), both which will be dedicated as utility easements. The portion of the site platted as a "School Reserve" (also in the Hunter's 3rd Addition) is currently occupied by a vacant elementary school and is zoned General Commercial, "GC." The applicant proposes to allow all uses as permitted by Unified Zoning Code for the GC zoning district on the "School Reserve" lot.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

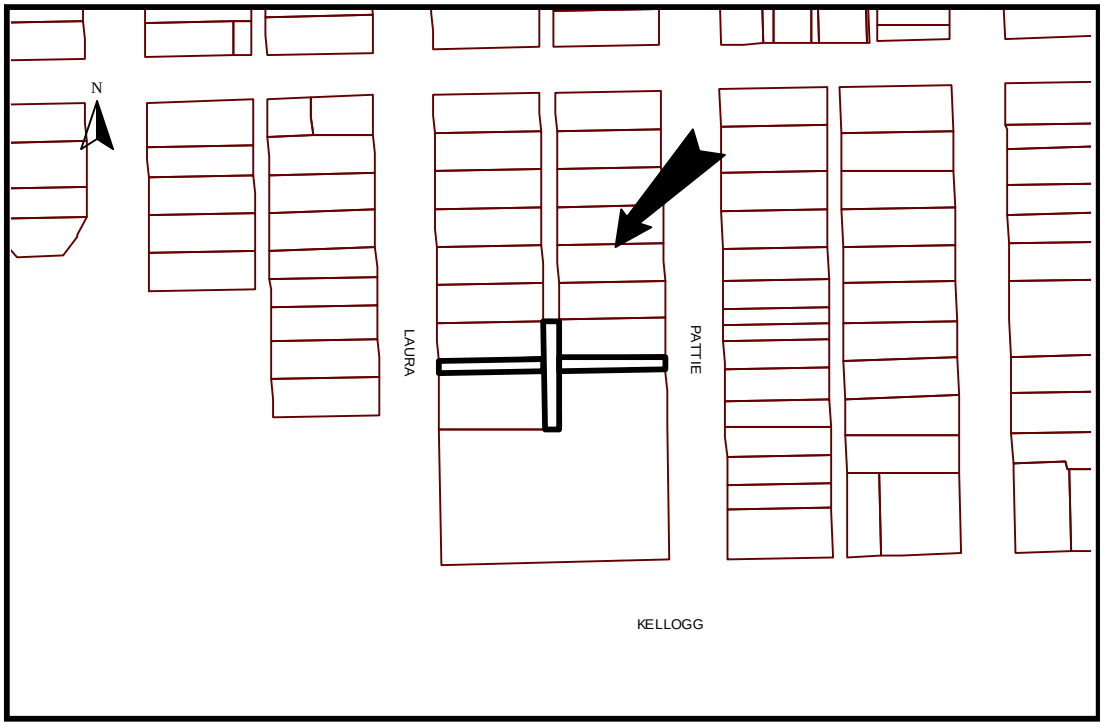
Financial Considerations: Paving Petition.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order, a dedication of right-of-way by separate instrument, and a dedication of a utility easement by separate instrument will be recorded with the Register of Deeds. A Paving Petition and its resolution will be approved by the City Council.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: A dedication of right-of-way by separate instrument and a dedication of a utility easement by separate instrument.


N
LAURA
PATTIE
KELLOGG

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council

SUBJECT: VAC2007-00045 Request to vacate a portion of a platted setback. Generally located west of Rock Rd. midway between 13th Street and 21st Street. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to vacate the west 40 feet of the platted 75 foot street side setback, making a 35 foot setback. The zoning of the subject site is General Office, "GO," with a Community Unit Plan (CUP) overlay. The Unified Zoning Code (UZC) requires a minimum of a 20 foot street side yard setback for the GO zoning district and a minimum of a 35 foot setback for a CUP. The CUP setback standards override the UZC's minimum standards. There is a platted 20 foot utility easement that crosses the south side of the platted setback; it contains a sewer line and will be retained. There are no other utilities within the described portion of the platted setback that are not protected by easements. The Brad Boone Addition was recorded with the Register of Deeds on April 1, 1981.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

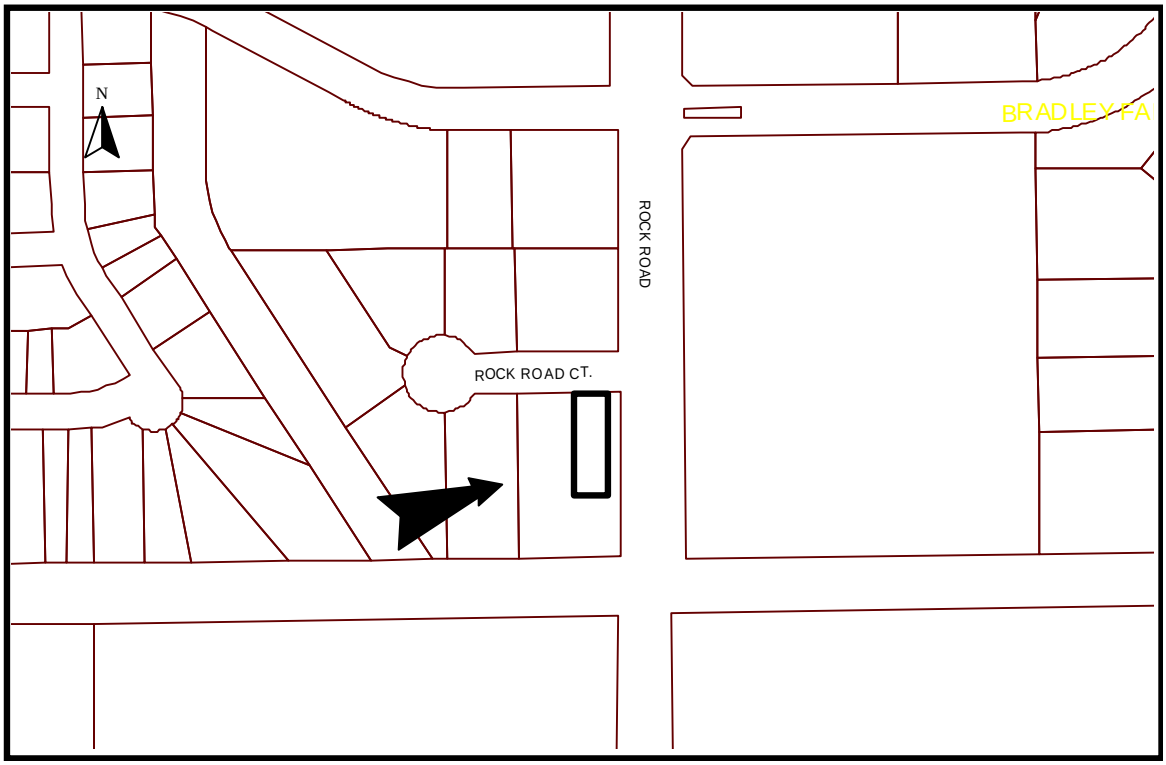
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order and a dedication of a sidewalk-utility easement by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: A dedication of a sidewalk-utility easement by separate instrument.


N
BRADLEY FA
ROCK ROAD
ROCK ROAD CT.

CERTIFICATE

Sedgwick County) SS
State of Kansas)

We, Lampton Brothers Investment, Inc.; ~~Hiland Dairy Company; and~~ Dolese Bros. Co., owners and platters of Lampton Brothers Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Water Distribution System Petition (1)

As a result of the above mentioned petitions for improvements, Lot 1, Block 1 only of the Lampton Brothers Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 8 day of February, 2008.

LAMPTON BROTHERS INVESTMENT, INC.

By: Douglas V. Lampton, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 8th day of February, 2008, before me a Notary Public in and for said State and County, came Douglas V. Lampton, Manager, Lampton Brothers Investment, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL) CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2009

Notary Public: Cynthia A. Womack

My Appointment Expires: February 7, 2009

DOLESE BROS. CO.

By: Tony Basolo III
Tony Basolo, III, President

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 14th day of February, 2008, before me a Notary Public in and for said State and County, came Tony Basolo, III, President, Dolese Bros. Co., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL) CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2009

Notary Public: Cynthia A. Womack

My Appointment Expires: February 7, 2009

ACCESS AGREEMENT

THIS ACCESS AGREEMENT made this 8th day of February, 2008, by and between Lampton Brothers Investment, Inc.; Hiland Dairy Company; and Dolese Bros. Co., of the first part, and Lampton Investments, LLC, of the second part.

WHEREAS, the first party is the owner of certain real property described as Lot 1, Block 1, Lampton Brothers Addition in Wichita, Sedgwick County, Kansas; and

WHEREAS, the second party is the owner of certain real property described as Reserve A Washington Avenue Throckmorton's Addition; and Lot 3, Except the South 2.5 feet & all of Lot 5 & the South ½ of Lot 7 Washington Avenue Hilton's to Hilton's Addition, and

WHEREAS, the both parties wish to establish a cross-lot circulation agreement for the benefit of all lots in both additions.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, all owners hereby state and declare as follows:

Both parties grant, to all future owners, their agents, assigns, lessees, customers, invitees, licensees, tenants and employees a nonexclusive easement over, through, and around the common areas for driveways, walkways, ingress and egress, parking motor vehicles, and the loading and unloading of commercial and other vehicles. All entrances, exits, aisleways and driveways shall be unobstructed so that vehicular and pedestrian traffic may easily move to and from adjoining lots within the common area and the adjacent streets.

The declarations, covenants, and such undertakings made herein shall run with the land and shall be binding upon any subsequent owners and their successors and assigns and shall be superior and paramount to the rights of each subsequent owner of aforesaid Lots.

This easement shall not be modified in any respect whatsoever, or rescinded, in whole or in part, except with the written consent of the owners at the time of rescission or modification.

IN WITNESS WHEREOF: The owners have signed these presents the day and year first above written.

LAMPTON BROTHERS INVESTMENT, INC.

By: Douglas V. Lampton
Douglas V. Lampton, Manager

STATE OF KANSAS)
)ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 8th day of February, 20 08, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Douglas V. Lampton, Manager, Lampton Brothers Investment, Inc., personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf, and as the act and deed of said North Ridge Village Addition of Wichita.

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

(Seal) CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2009

Cynthia A. Womack
Notary Public

My Appointment Expires: February 7, 2009

HILAND DAIRY COMPANY

By: Jerald Grey
Jerald Grey, Manager

STATE OF KANSAS)
)ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 8th day of February, 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jerald Grey, Manager, Hiland Dairy Company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf, and as the act and deed of said North Ridge Village Addition of Wichita.

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

(Seal) CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2009

Cynthia A. Womack
Notary Public

My Appointment Expires: February 7, 2009

DOLESE BROS. CO.

By: Tony Basolo III
Tony Basolo, III, President

STATE OF KANSAS)
)ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 14th day of February, 20 09, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tony Basolo, III, President, Dolese Bros. Co., personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf, and as the act and deed of said North Ridge Village Addition of Wichita.

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

(Seal) CYNTHIA A. WOMACK Notary Public - State of Kansas My Appt. Expires 2/7/2009

Cynthia A. Womack
Notary Public

My Appointment Expires: February 7, 2009

LAMPTON INVESTMENTS, LLC

By: Marvin E. Lampton
Marvin E. Lampton, President/CEO

STATE OF KANSAS)
)ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 8th day of February, 20 08, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Marvin E. Lampton, President/CEO, Lampton Investments, LLC, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf, and as the act and deed of said North Ridge Village Addition of Wichita.

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

(Seal) CYNTHIA A. WOMACK Notary Public - State of Kansas My Appt. Expires 2/7/2009

Cynthia A. Womack
Notary Public

My Appointment Expires: February 7, 2009

RESTRICTIVE COVENANT

This covenant, executed this 8th day of February, 2008.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Lampton Brothers Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding maintenance of reserves, the establishment of an owners association, and providing for the maintenance of reserves being platted.

NOW, THEREFORE, the undersigned does hereby subject Lampton Brothers Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserves, and the common areas.
2. The reserves located in said Addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
4. The owners of the reserves shall bear the cost of any repair or replacement of improvements within said reserves resulting from street construction, repair or maintenance.
5. The lots owners association agreement will provide for private street maintenance by abutters and ownership of private street reserves by abutters. These abutters will also participate in the cost of maintenance of the other reserves, i.e., lakes, etc.
6. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
7. In the event that the Undersigned or the association, its' successors or assigns, shall fail to maintain the Private Streets or the Reserves or fail in any manner to fulfill their obligation relating to said Reserves dedicated for Private Streets, the City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent said Reserves dedicated for Private Streets from becoming a nuisance, may enter upon said Reserves dedicated for Private Streets and perform

the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned or the Association may be assessed against said Reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the Undersigned or the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

This covenant runs with the land and is binding on future owners and assigns.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this 8 day of February, 2008.

LAMPTON BROTHERS INVESTMENT, INC.

By: Douglas V. Lampton
Douglas V. Lampton, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 8th day of February, 2008, before me, a notary public in and for said County and State, came Douglas V. Lampton, Manager, Lampton Brothers Investment, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledge the execution of same.

Signed this 8th day of February, 2008.

(SEAL) CYNTHIA A. WOMACK Notary Public - State of Kansas My Appt. Expires 2/7/2009

Cynthia A. Womack
Notary Public

My Appointment Expires: February 7, 2009

HILAND DAIRY COMPANY

By: _____
Jerald Grey, Manager

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 8th day of February, 2008, before me, a notary public in and for said County and State, came Jerald Grey, Manager, Hiland Dairy Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledge the execution of same.

Signed this 8th day of February, 2008.

(SEAL) CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2009

_____
Notary Public

My Appointment Expires: February 7, 2009

DOLESE BROS. CO.

By: Tony Basolo III
Tony Basolo, III, President

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 14th day of February, 2008, before me, a notary public in and for said County and State, came Tony Basolo, III, Dolese Bros. Co., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledge the execution of same.

Signed this 14th day of February, 2008.

(SEAL) CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2009

_____
Notary Public

My Appointment Expires: February 7, 2009

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90374 (NORTH OF CENTRAL, EAST OF BROADWAY)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90374 (NORTH OF CENTRAL, EAST OF BROADWAY)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90374 (north of Central, East of Broadway).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Twenty-Four Thousand Dollars ($24,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Funds. 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, 2008**, 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:

LAMPTON BROTHERS ADDITION
Lot 1, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, LAMPTON BROTHERS ADDITION, shall pay the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments agaisnt the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____day of_____, 2008

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

Agenda Item No. 44.

City of Wichita
City Council Meeting
March 18, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2007-104 -- Plat of Lampton Brothers Addition located on the north side of Central and east of Broadway. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of one lot on 2.96 acres, is a replat of Throckmorton's Addition. This site is located within Wichita's city limits and is zoned "LI" Limited Industrial District.

Analysis: Sanitary sewer is available. A Petition, 100 percent, and a Certificate of Petition have been submitted for the extension of water to serve this lot. An Access Agreement with the property abutting Washington has been submitted. A Restrictive Covenant has been submitted to provide for the ownership and maintenance of the proposed reserves.

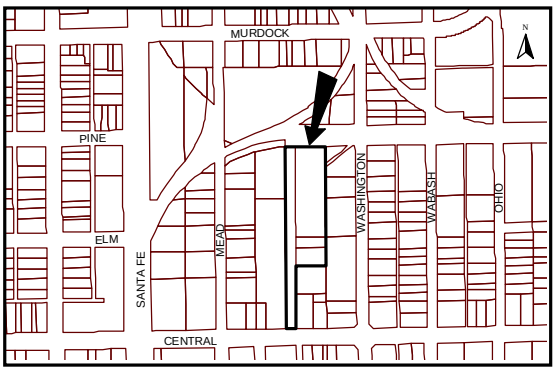
The Planning Commission has approved the plat, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petition, Access Agreement and Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolution.



OCA = 500496; UC1 = 1009

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

RESOLUTION NO. _____

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY;AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. l3-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

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

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements, specifically,

Admininstration Building Remodel

to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas.

SECTION 2. That the cost of the above described improvements is estimated to be Four Hundred and Sixty Five Thousand Dollars ($465,000), exclusive of the cost of interest on borrowed money, paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost, shall be financed through the issuance of general obligation bonds under the authority of K.S.A. l3-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas.

SECTION 3. That the above described improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

OCA = 500496; UC1 = 1009

SECTION 4. 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.

ADOPTED at Wichita, Kansas, _____,_____.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

CONTRACT
for
CONSULTING SERVICES
between
WICHITA AIRPORT AUTHORITY

and

Richard B. Kraybill, Architect

THIS CONTRACT, made this _____ day of _____, 2008 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, party of the first part, hereinafter called the "OWNER" and Richard B. Kraybill, Architect, 230 Laura, Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That,

WHEREAS the OWNER is engaged in the operation of Wichita Mid-Continent Airport; and whereas it is the desire of both parties that the CONSULTANT furnish consulting services in conjunction with the Administration Building Remodel (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS, the OWNER is authorized by law to employ a consultant to provide professional consulting services NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

The Scope of Services to be performed by the CONSULTANT shall be as outlined in EXHIBIT A.

ARTICLE II - THE CONSULTANT AGREES:

A. To provide the professional services, equipment, material and transportation to perform the tasks as outlined in Article I, SCOPE OF SERVICES.

B. To designate a project manager who will coordinate all work and be the point of contact for communications and to submit qualifications of the proposed project manager to the OWNER in advance of the Notice to Proceed. The OWNER reserves the right to withhold the Notice to Proceed until a qualified project manager is designated. The OWNER shall concur with any changes to this assignment.

C. This Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas.

D. To submit to the OWNER in a timely manner, editable, electronic files of all surveys and drawings in AutoCAD format and specifications in Microsoft Word.

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

F. To maintain all books, documents, papers, accounting records, and to make such material available at the CONSULTANT'S office at reasonable times during the contract period, and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the OWNER or authorized representatives.

G. That the CONSULTANT shall not, on the grounds of race, color, sex, national origin, age or handicap, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONSULTANT, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The OWNER reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.

The CONSULTANT assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered suborganizations provide assurances to the OWNER that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

H. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work described in EXHIBIT A.

I. To submit billings to the OWNER for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the OWNER, which shall include a record of the percentage completion evidenced by approved deliverables, of the number of days allocated for completion of the work, the number of days that have elapsed, and the number of days that remain to complete the work. Progress billings shall also include copies of subconsultant invoices to the CONSULTANT for the same billing period. Payment to subconsultants, for satisfactory performance shall be made within 30 days of receipt of payment and no retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.

J. To complete and deliver plans to the OWNER within the time allotted for the work as stipulated herein; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT. The schedule is outlined in EXHIBIT C, attached hereto and incorporated herein by reference.

K. To represent to be responsible for the professional and technical accuracy and the coordination of all drawings or other work or material furnished by the CONSULTANT under this Agreement.

CONSULTANT further agrees and represents that Services furnished by CONSULTANT, its agents, employees and subconsultants under this Agreement shall be free from negligent errors or omissions.

CONSULTANT further agrees, covenants and represents, that all specifications and bid documents prepared in accordance with the work required by this Agreement shall contain a clause that provides the following:

> "Notwithstanding any thing to the contrary contained in these bid documents or the contract to be awarded herein, the OWNER shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

L. To procure and maintain such insurance as will protect the CONSULTANT from damages resulting from negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement and for which they are legally liable. Such policy of insurance shall be in an amount not less than $500,000.00 subject to deductible of not more than $100,000.00. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by OWNER. In addition, a Worker's Compensation and Employer's Liability policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The liability limit shall not be less than $500,000 for each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT for the duration of the project that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the OWNER or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees, or subcontractors in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less then $500,000 per occurrence for bodily injury, death and property damage. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations on Wichita Mid-Continent Airport or Colonel James Jabara Airport, whichever is applicable. Satisfactory Certificates of Insurance shall be filed with the OWNER prior to the time CONSULTANT starts any work under

this Agreement. The CONSULTANT shall maintain such insurance through the duration of the PROJECT. 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 substantially changed or cancelled.

M. Its agents, employees and subcontractors, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on Airport property, including such rules, regulations, orders and/or restrictions that may be adopted, enacted or amended during the term of this Agreement.

N. That all information provided by the OWNER and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:

1. Within the public domain at the time of its disclosure.

2. Required to be disclosed by a court of competent jurisdiction or Government order.

3. Approved by the OWNER for publicity.

4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.

ARTICLE III - <u>THE OWNER AGREES</u>:

A. To furnish all available data pertaining to the PROJECT available to the OWNER. All data shall be considered confidential unless otherwise noted.

B. To provide standards, as available, for the PROJECT.

C. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.

D. To provide the right of entry into secured areas for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, the Transportation Security Administration and Federal Aviation Administration regarding airfield safety and security.

E. To pay all applicable design phase fees, unless otherwise stated herein.

F. To abate asbestos, as needed, within the work zone.

ARTICLE IV - PAYMENT PROVISIONS:

A. Payment to the CONSULTANT for performance of the specified services shall be as described hereinafter.

1. Payment to the CONSULTANT for the performance of design services shall be a lump sum fee amount of $45,378.00. (EXHIBIT D)

2. Payment to the CONSULTANT for the performance of the bid phase services shall be a lump sum fee amount of $2,810.00. (EXHIBIT D)

3. Payment to the CONSULTANT for the performance of the construction phase services shall be a cost plus fixed fee to be negotiated at a later date.

B. If an addition or deduction of work should be necessary, by virtue of a change in the scope of the proposed PROJECT, or by the OWNER'S request for a change in services, the CONSULTANT will be given written notice by the OWNER along with a request for a fee for the change in such services; but no additional work shall be performed, nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

C. Final payment shall not occur until all work is complete and approved by the OWNER.

ARTICLE V - THE PARTIES HERETO MUTUALLY AGREE:

A. TERMINATION OF CONTRACT

1. That the right is reserved to the OWNER to terminate this Agreement or any portion of phase of this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned; PROVIDED, however, that in such case the CONSULTANT shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for profit. Upon receipt of such notice, Services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER and become the possession of the OWNER.

2. Any violation or breach of the terms of this Agreement on the part of the CONSULTANT or subconsultant(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the OWNER may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate agreement or otherwise, for the account and at the expense of the CONSULTANT. The CONSULTANT shall be liable to the OWNER for those costs associated with the remedy of the breach of terms.

3. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

B. That the specifications, plans and other deliverables shall become the property of the OWNER upon delivery or termination of the Services in accordance with this Agreement. The OWNER shall not hold the CONSULTANT liable upon the OWNER'S reuse of any part of deliverables, and there shall be no restriction or limitation on their further use by the OWNER. Consultant's seal and name shall not be reproduced on such documents if reused by the OWNER.

C. That the services to be performed by the CONSULTANT under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the OWNER.

D. In the event of unavoidable delays in the progress of the work, reasonable extensions in the time will be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore.

E. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

F. 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.

G. For good cause, and as consideration for executing this Agreement, the CONSULTANT, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all right, title, and interest in and to all causes of action it may now or hereafter require under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.

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

I. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.

J. The CONSULTANT hereby certifies that:

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

2. The CONSULTANT has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

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

4. By acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor D. White, Director of Airports

ATTEST:

Richard B. Kraybill, Architect
230 Laura
Wichita, KS 67211

By: _____

By: Bernard B. Kraybill

Title: _____

Title: OWNER
"CONSULTANT"

APPROVED AS TO FORM: Gary E. Rebenstorf [signature] Date: 2-15-08
Director of Law

ATTACHMENTS: EXHIBIT A – Scope of Services
EXHIBIT B – Equal Employment Opportunity
EXHIBIT C – Project Schedule
EXHIBIT D – Fee Schedule

EXHIBIT A

SCOPE OF SERVICES

PROJECT DEFINITION

- Construct a vestibule for the front door and remodel the front lobby for a secretary/receptionist station. Relocate guest seating. Renovate terrazzo floor.
- Expand the copier/work room and file rooms
- Improve administrative assistant/office support work area
- Combine two existing offices into a single operations office
- Provide insulated glass windows, additional insulating and heating in north corner offices
- Expand the conference room and upgrade audio-visual systems and support systems
- Provide new office for Assistant Program Manager
- Provide space for Data Center including new gas fire suppression, dedicated HVAC.
- Rework remaining space, electrical and data terminals, and dedicated HVAC. Provide for backup HVAC to supply data center in emergency.
- Allow for file storage in basement of atrium.
- Provide standby power for building.
- Provide enhanced exterior area lighting.

1. SCHEMATIC DESIGN
   a. Attend a pre-design meeting with Airport Staff to expand the schematic design drawings and study provided by the Airport to include:
      - improvements in operations office and north corner offices.
      - a new Data Center
      - a new office for Assistant Program Manager
      - a standby generator
      - In addition to the design elements, the pre design meeting shall be used to acquaint the Consultant with the airport and FAA procedures.
   b. Submit two copies of amended schematic design for review.
   c. Prepare and present a construction cost estimate.
   d. Submit a revised program.
   e. Prepare an updated code analysis.

2. PRELIMINARY DESIGN
   a. Develop the design based on the schematic drawings and study
      - select building materials/components.
      - select finish materials and colors
      - determine basic mechanical and electrical systems components/design
   b. Update and submit estimated construction cost.
   c. Submit two copies of design development scale drawings on 22" x 36" sheets
   d. Assist the Airport Engineering Staff in preparing applications for design phase permits.
   e. The Consultant shall make arrangements with a geotechnical firm regarding the scope of work for geotechnical investigation. This proposal shall be shown ion the consultants fee sheet.

3. PREPARATION OF DRAWINGS AND SPECIFICATIONS

a. Submit two copies of the office check plans and applicable supplemental technical specifications for review at approximately 50% of completion.
b. Make applicable adjustments to the plans and specifications.
c. Field check the design
d. Submit two sets of final plans and complete specifications for a final review by Airport Staff.
e. Contract Documents shall be sufficient to obtain a building permit from the City of Wichita, KS.
f. Submit sealed drawings consisting of:
   - Original Tracings
   - Complete Specification book
   - Construction Cost estimate

4. BIDDING PHASE SERVICES

a. The Consultant shall answer bidders questions during the bidding phase.
b. The Consultant shall facilitate the pre-bid meeting at the Airport. Included with this meeting will be a site tour the Consultant will attend and explain the project
c. The Consultant will prepare addenda.

5. CONSTRUCTION RELATED SERVICES

a. The Consultant shall facilitate the pre-construction conference. Airport staff ill provide briefings for such items as airport safety, security, operational and environmental.
b. The Consultant shall
   - Review shop drawings
   - Evaluate and prepare periodic and final pay request reviews.
   - Answer technical questions
   - Evaluate testing for acceptance
   - Spot check construction staking for accuracy
   - Prepare change orders, if appropriate and independently review contractor provided cost and time changes.
   - Site visits and documentation to the extent the Consultant is able to provide a Certificate of Acceptance on work and provide such after the completion of construction. The Certificate of Acceptance shall be on letterhead, signed and sealed by the project Consultant.
   - On-site weekly project meetings and resolution of technical issues are considered part of this item.
   - Provide a Certificate of Acceptance of the Work
   - Conduct a Final Inspection
c. The Consultant shall prepare, within 45 days of substantial completion, record drawings and furnish one set of prints for Airport Staff review. Once the review is complete provide within 15 days one set of reproducibles and electronic file of the plans and specifications to the Airport Staff. Consultant shall provide a photo copy of the on-site inspection and observation logs.

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

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

B. Requirements of the State of Kansas:

1. The CONSULTANT 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 CONSULTANT shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 SUBCONSULTANT 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, CONSULTANT or SUBCONSULTANT 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, CONSULTANT or SUBCONSULTANT 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, CONSULTANT or SUBCONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, CONSULTANT or SUBCONSULTANT, 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, CONSULTANT or SUBCONSULTANT shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, CONSULTANT or SUBCONSULTANT 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, CONSULTANT, or SUBCONSULTANT 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, CONSULTANT or SUBCONSULTANT 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, CONSULTANT or SUBCONSULTANT 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 SUBCONSULTANT, subvendor or subsupplier.

5. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the Department of Finance as stated above, the CONSULTANT 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 CONSULTANTs, SUBCONSULTANTs, 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, CONSULTANTs or SUBCONSULTANTs 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 CONSULTANT, SUBCONSULTANT, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT C

MID-CONTINENT AIRPORT ADMINISTRATION BUILDING REMODEL
WICHITA AIRPORT AUTHORITY • 2-8-08

The following is based on assumed turn-around times, prompt response from vendors, sub consultants, and governing agencies.

TASK	Calendar Day Completed
Notice to Proceed and Administrative set up	2
Take field measurements and verify existing conditions	3
Code review	6
Submit updated program booklet and schematic design	10
Program review meeting	14
Outline specifications – arch., mech., and elect	18
Reception counter, conference room table and AV console	27
Vestibule construction details	27
Conference room construction details	36
Window frame design	36
Data and cut sheets on Data center equipment, loads	36
Data and cut sheets on mech equipment, fire suppression	50
Data and cut sheets on lighting fixtures and devices	50
3-D model of conference room and entrance	50
75% design development review meeting	50
Color boards	63
Revised outline specifications (if required)	63
Presentation renderings	63
Revised cost estimate	63
100% design development presentation	75
First draft technical specifications	100
50% mechanical and electrical drawings	105
50% contract document review meeting	110
Front end specifications from WAA	115
100% mechanical and electrical drawings	135
Final cost estimate	135
100% contract document review meeting	135
Establish bid date	135
Final contract document review	145
Publish contract documents	150

EXHIBIT D
SCOPE OF SERVICES

MID-CONTINENT AIRPORT ADMINISTRATION BUILDING REMODEL
WICHITA AIRPORT AUTHORITY • 2-8-08

FEE SCHEDULE

1.	SCHEMATIC DESIGN			$7,488
a.	Architectural	61.5 hrs	$4,088	
b.	Structural	5 hrs	$500	
c.	Mechanical	7 hrs	$525	
d.	Electrical	25 hrs	$2,375	
2.	PRELIMINARY DESIGN			$6,910
a.	Architectural	56 hrs	$3,915	
b.	Structural	5 hrs	$500	
c.	Mechanical	13 hrs	$975	
d.	Electrical	16 hrs	$1,520	
3.	PREPARATION OF DRAWINGS AND SPECIFICATIONS			$30,980
a.	Architectural	267 hrs	$16,455	
b.	Structural	20 hrs	$2,000	
c.	Mechanical	53 hrs	$3,975	
d.	Electrical	82 hrs	$8,550	
4.	BIDDING PHASE SERVICES			$2,810
a.	Architectural	16 hrs	$1,135	
b.	Structural	2 hrs	$200	
c.	Mechanical	7 hrs	$525	
d.	Electrical	10 hrs	$950	

Total Architectural	$25,593
Total Structural	$3,200
Total Mechanical	$6,000
Total Electrical	$13,395

TOTAL CONTRACT AMOUNT $48,188

City of Wichita
City Council Meeting
March 18, 2008

TO: Wichita Airport Authority

SUBJECT: Wichita Mid-Continent Airport Administration Building Renovations

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Initiate the project and approve the budget and design contract.

Background: The approved Capital Improvement Program (CIP) includes this project. Richard B. Kraybill, Architect, was selected to provide professional service and developed a study in 2007.

Analysis: This project will construct an electronics communications and network data center for the new terminal project as well as renovate portions of the existing facility to better accommodate public meeting space needs, plus improve the building's energy efficiency.

Financial Considerations: The professional services contract with Richard B. Kraybill, Architect, for design and bid phase services is for $48,188. The total project budget to remodel the facility is $465,000, and will be funded with General Obligation Bonds funded entirely with Airport Revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through improvements to allow uninterrupted airport services to be provided to the aviation community.

Legal Considerations: The Law Department has approved the design contract and Authorizing Resolution as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project budget, adopt the resolution and authorize the necessary signatures.

Attachments: Five original copies and 12 distribution copies of the contract and one copy of the resolution.