REVISION
ITEM III-1, PULLED PER LAW DEPT.

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. April 21, 2009

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on April 14, 2009

AWARDS AND PROCLAMATIONS

-- Proclamations:

Law Day
Arbor Day
Glenda Buche Day
Earth Day
Workers Memorial Day

-- Award:
National Project of the Year Award from the Design Build Institute of America

I. PUBLIC AGENDA

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

None

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Sanitary Sewer to serve an area bounded by Harry, Sabin, Walker and Anna Streets. (District IV)

   RECOMMENDED ACTION: Approve the Project, authorize agricultural deferrals for eligible properties, approve 15 year Bonds, adopt the Resolution and authorize the necessary signatures.

III. NEW COUNCIL BUSINESS

1. Appeal from an order of the Chief of Police to suspend Local Liquor License of El Farol Rojo Club, 1030 south Broadway. (District I)

   (PULLED PER LAW DEPARTMENT)

2. Public Hearing, Request for Resolution of Support for application for Housing Tax Credits; Battin Apartments. (District III)

   RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

3. Public Hearing, Request for Resolution of Support for application for Housing Tax Credits; Governeour Manor Apartments. (District II)

   RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

4. U.S. Department of Housing and Urban Development One Year Annual Action Plan -- 2009-2010.

   RECOMMENDED ACTION: Approve the 2009-2010 One Year Annual Action Plan allocations to post for public comment.

5. U.S. Department of Housing and Urban Development Consolidated Plan.

   RECOMMENDED ACTION: Approve the 2009-2013 Consolidated Plans to post for public comment.

6. Substantial Amendment to the Consolidated Plan 2008 Action Plan.

RECOMMENDED ACTION: Authorize publication of the City's proposed substantial amendment to the Consolidated Plan 2008 Action Plan for public comment.

7. CDBG Budget Modification. (Districts I and III)

RECOMMENDED ACTION: Authorize the recommended budget modification.

8. Petition for Asbestos and Lead Based Paint Mitigation in a building located at 324 North Emporia. (District VI)

RECOMMENDED ACTION: Approve the Petition, adopt the Resolution setting a public hearing on May 5, 2009, and authorize the necessary signatures.

9. Special Assessment Financing Program for Asbestos and Lead Paint Management - Program Modifications.

RECOMMENDED ACTION: Approve the addition of substantiation by the property owner of the need for project gap financing in the procedures for utilization of the Special Assessment Financing for Asbestos and Lead Paint Management.

10. Resolution Considering the Adoption of the Arena Neighborhood Phase 1 Project Plan, Center City South Redevelopment District. (Districts I and VI)

RECOMMENDED ACTION: Adopt the resolution setting a public hearing on June 2, 2009 for consideration of the Arena Neighborhood Phase 1 Project Plan and authorize the necessary signatures.

11. Interdepartmental development Tracking System Software Replacement Project.

RECOMMENDED ACTION: Authorize staff to negotiate a contract with Infor Global Solutions for software, software licensing, professional services, year-one prorated maintenance and on-going annual maintenance costs for the Interdepartmental Development Tracking System Software Replacement Project, and for the Infor Global Solutions (Infor) business licensing product, and authorize the necessary signatures.

12. Agreement for Wichita Rail Grade Separation and Consolidation Study.

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

13. New Central Library Architectural Programming Services. (District VI)

RECOMMENDED ACTION: Approve the selection of HB+M|Providence for creation of a building program for the new Central Library and authorize the Mayor to sign the contract.

14. Wichita Flight Festival.

RECOMMENDED ACTION: Approve the initiation of funding in the amount of $150,000 from the Tourism and Convention fund to Division of Arts & Cultural Services budget, make necessary budget adjustments and allow staff to facilitate the 2009 Wichita Flight Festival.

15. Public Art Maintenance Contract.

RECOMMENDED ACTION: Approve the contract with Gotta Corporation for public art maintenance and authorize funding from Arts & Cultural Services division budget.

16. Regional Fire Training Facility. (District III)

RECOMMENDED ACTION: Adopt the Resolution, approve the Contract, Restrictive Covenant and Avigational Easement and authorize all the necessary signatures.

17. Aquifer Storage and Recovery Phase II- Surface Water Intake and Treatment Plant Design-Build Contract.

RECOMMENDED ACTION: Approve the Contract with ABC Joint Venture for a lump sum not to exceed $74,241,853; approve the expenditure; and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

1. CON2009-00005 – Conditional Use for wrecking/salvage yard on property zoned LI Limited Industrial ("LI"); generally located south of Lincoln Street between Mead Avenue and Mosley Avenue. (District I)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the Conditional Use request, subject to the recommended conditions, with a 3/4 majority vote to overturn the protest; OR 2) Deny the Conditional Use request by making alternative findings, and override the MAPC's recommendation (it requires a two-third majority vote to override the MAPC's recommendation); OR 3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application .
(Simple majority vote required).

V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 4)

1. *ZON2009-00006 – City zone change from SF-5 Single-family Residential ("SF-5") to NO Neighborhood Office ("NO"); generally located midway between Ridge and Tyler Roads, on the north side of Central Avenue. (District V)

   RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; OR 2) Return the application to the MAPC for reconsideration.
   (An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

2. *ZON2009-07 – City zone change from SF-5 Single-family Residential ("SF-5") to NO Neighborhood Office ("NO"); generally located west of Maize Rd. and south of 21st Street North, 1903 North Maize Road. (District V)

   RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; withhold publication of the ordinance until instructed by planning staff, following the recording of a plat and access easement; OR 2) Return the application to the MAPC for reconsideration.
   (An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

3. *SUB 2008-39 -- Plat of Ashton Creek Commercial Park Addition located on the southwest corner of 29th Street North and 119th Street West. (District V)

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

4. *SUB 2009-14 - Plat of Wichita Regional Fire Training Addition located on the northwest corner of 31st Street South and Oliver. (District III)

   RECOMMENDED ACTION: Approve the plat and authorize the necessary signatures both as to the approval of the plat and as to the City's ownership interest.

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 18)

1. Report of Board of Bids and Contracts dated April 20, 2009.
   a. Report of Board of Bids and Contracts.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2009	(Consumption on Premises)
Joseph T. Weber	Club Billiards*	925 West Douglas
Troy Hendricks	Auburn Hills Golf Course*	443 South 135th West
Miguel Reyes	Rostizeria Los Reyes*	512 West 21 Street

Renewal	2009	(Consumption off Premises)
Dzung Banh	KS Gas and Groceries#3	1955 South Washington

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

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

3. Preliminary Estimates:
   a. Preliminary Estimates (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Petition to Renovate Building Facade in the Core Area. (District VI)

RECOMMENDED ACTION: Approve Petition; adopt resolution; authorize the necessary signatures; and set the public hearing for May 5, 2009.

5. Agreements/Contracts:
   a. Cargill Inc. and Horizon Milling for Central Railroad Corridor Improvements. (District VI)-Supplemental
   b. Encroachment Agreement with ConocoPhillips Pipe Line Company. (District V)

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

6. Design Services Agreement:
   a. Design Services for West Douglas Park. (District IV)

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

7. Change Orders:
   a. 2009 Street Maintenance Program. (District I)
   b. Sanitary Sewer Main to serve Edgewater Addition, south of 45th Street North, west of Hoover. (District V)
   c. Central/Tyler Intersection Improvement. (District V)

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

8. Minutes of Advisory Boards/Commissions.

Wichita Employees Retirement System, December 17, 2008
Wichita Employees Retirement System, February 25, 2009
Wichita Board of Appeals of Plumbers and Gas Fitters Minutes, March 4, 2009
Police and Fire Retirement System, December 17, 2008
Police and Fire Retirement System, February 25, 2009
Board of Code Standards and Appeals, March 2, 2009
Wichita Board of Appeals of Plumbers and Gas Fitters, March 4, 2009

RECOMMENDED ACTION: Receive and file.

9. Report of Claims during the month of March 2009.

Name of Claimant	Amount
Bargo, David	$160.00**
Felton, Jessica	$148.00
Glass, Vanessa	$150.39

**Settled for lesser amount than claimed

RECOMMENDED ACTION: Receive and file.

10. Amendment of Contract for Labor Negotiation Consultant Legal Services.

RECOMMENDED ACTION: Approve the amendment to the contract and authorize the Mayor to sign.

11. FDA Voluntary Retail Food Program Standards Grant Application.

RECOMMENDED ACTION: Approve the grant application and authorize any necessary signatures.

12. KDOT Project Applications Approval.

RECOMMENDED ACTION: Approve the Project Applications and authorize the necessary signatures.

13. Wichita International Trade Processing Center-Contract Amendment.

RECOMMENDED ACTION: Approve the contract amendment and authorize the Mayor to sign.

14. 2009 CSBG Discretionary Fund and Channing Bete Company Applications.

RECOMMENDED ACTION: Approve the 2009 CSBG Discretionary Fund Application and the Channing Bete Company Grant Application, and authorize the necessary signatures.

15. City Buildings and Facilities-Americans with Disabilities Act Compliance.

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

16. Dissolution of Public Wholesale Water Supply District No. 10.

    RECOMMENDED ACTION: Approve the Resolution to dissolve Wholesale Public Water Supply District No. 10, approve donating funds returned to the City to the Regional Economic Area Partnership Water Resource Committee and authorize the necessary signatures.

17. Certificate of Canvass.

    Certificate of Canvass of the votes in the General Election on April 7, 2009, determining that the following candidates were duly elected.

    Council Member, District I
    Lavonta Williams

    Council Member, District III
    Jim Skelton

    Council Member, District VI
    Janet Miller

    RECOMMENDED ACTION: Receive and file.

18. Resolution establishing the Order of Succession as Mayor of the City of Wichita, Kansas, in the absence from the City of the Mayor and the Vice-Mayor.

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

Adjournment

Agenda Item No. II-1.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: Sanitary Sewer to serve an area bounded by Harry, Sabin, Walker and Anna Streets (District IV)

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business

Recommendation: Approve the project.

Background: On April 7, 2009, the City Council held a public hearing to consider ordering in a sanitary sewer to serve an area bounded by Harry, Sabin, Walker and Anna. Two owners of property in the improvement district were present in opposition to the project. The City Council deferred action to April 21, 2009.

Analysis: One of the property owners in opposition has residential property that should qualify for an agricultural deferment. The other property owner in opposition operates a machine shop that is outside the improvement district and is not being assessed. However, an adjacent tract that he owns is within the benefit district. The adjacent tract is in the improvement district because it will be served by the proposed project

Financial Considerations: The estimated project cost is $210,000 with the total assessed to the improvement district. The proposed method of assessment is the square foot basis. The estimated rate of assessment to individual properties is $00.44 per square foot of ownership.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing sanitary sewer service to an existing commercial and residential area.

Legal Considerations: State Statutes provide the authority for the City Council to order in sanitary sewer projects.

Recommendation/Action: It is recommended that the City Council approve the Project, authorize agricultural deferrals for eligible properties, approve 15 year Bonds, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Spreadsheet and Resolution.

132019

First Published in the Wichita Eagle on April 24, 2009

RESOLUTION NO. 09-104

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 15, MAIN 14, SOUTHWEST INTERCEPTOR SEWER (NORTH OF HARRY, WEST OF WEST STREET) 468-84591 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 15, MAIN 14, SOUTHWEST INTERCEPTOR SEWER (NORTH OF HARRY, WEST OF WEST STREET) 468-84591 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 15, Main 14, Southwest Interceptor Sewer (north of Harry, west of West Street) 468-84591.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Two Hundred Ten Thousand Dollars ($210,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2009 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

UNPLATTED TRACTS
In Section 26, TWP 27S, R1W
South 528.25 feet of the west 165 feet of the southwest ¼ of the southeast ¼
(D 1846617AB)

Beginning 660.25 feet north of the southwest corner of the southeast ¼: east 165 feet south 132 feet west 165 feet north 132 feet to beginning
(D 18466017U0002)

Beginning 911.87 feet west of the southeast corner of the southwest ¼ of the southeast ¼: north 1320.54 feet west to a point 165 feet east of the northwest corner of the southwest ¼ of the southeast ¼ south 1320.54 feet east to beginning except north 660.29 feet to city
(D 18466017T)

South ½ of tract - beginning 615 feet west & 660 feet north of the southeast corner of the southwest ¼ of the southeast ¼: north 660.65 feet west 296.87 feet south 660.54 feet east 296.87 feet to beginning
(D 1846617AC)

South 60 feet of the north 691.42 feet of the west 211.32 feet of the east 615 feet of the southwest ¼ of the southeast ¼ except east 35 feet for street
(D 1846617AS0001)

South 65 feet of the north 631.42 feet of the west 211.32 feet of the east 615 feet of the southwest ¼ of the southeast ¼
(D 1846617AD)

South 103.06 feet of the north 1030.6 feet of the west 211.32 feet of the east 615 feet of the southwest ¼ of the southeast ¼
(D 0004200UP)

North 115 feet of the south 190 feet of the north 566.42 feet of the west 211.32 feet of the east 615 feet of the southwest ¼ of the southeast ¼
(D 1846617AF)

South 75 feet of the north 566.42 feet of the west 211.32 feet of the east 615 feet of the southwest ¼ of the southeast ¼
(D 1846617AE)

South 133.06 feet of the north 824.48 feet of the west 211.32 feet of the east 615 feet of the southwest ¼ of the southeast 1/4 except east 35 feet for street
(D 1846617AG)

South 103.06 feet of the north 927.54 feet of the west 211.32 feet of the east 615 feet of the southwest ¼ of the southeast ¼ except east 35 feet for street
(D 0004300UP)

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

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

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. 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 8. 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 21st day of April, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

Sabin – Sanitary Sewer

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	3/25/2009	Sanitary Sewer in area bounded by Harry, Sabin, Walker and Anna
5. CIP Project Number	**6. Accounting Number**	**7. CIP Project Date (Year)**	**8. Approved by WCC Date**
NI-200424		2009	
9. Estimated Start Date	**10. Estimated Completion Date**	**11. Project Revised**	
As Required	As Required		

12. Project Cost Estimate

ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer		$210,000		$210,000
Sidewalk				
Water				
Streetscape				
Totals		$210,000		$210,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	x	

Remarks:

*Sanitary Sewer Utility

Lateral 15, Main 14, SWI

472-84591

13. Recommendation:

Adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
Jan Clemons	Cath M. Cam.	Catherine Hall	
		Date 3/31/09	Date

Estimated assessments for Sanitary Sewer to serve around Harry & I-235

Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	03/30/09 Annual Payment**	Resident Owners
Unplatted Tracts							
D 1846617AB	DAVIS_STEVEN R & DARLENE R WHEELER	4732 W HARRY	S 528.25 FT W 165 FT SW1/4 SE1/4 SEC 26-27-1W	81870.61	$35,651	$3,435	2
D 18466017U 0002	LINN_PATRICK W & ANGELA E	1502 S ANNA	BEG 660.25 FT N SW COR SE1/4 E 165 FT S 132 FT W 165 FT N 132 FT TO BEG SEC 26-27-1W	21545.03	$9,382	$904	2
D 18466017T	SIMPSON_SHERI L	4730 W HARRY	BEG 911.87 FT W SE COR SW1/4 SE1/4 N 1320.54 FT W TO PT 165 FT E NW COR SW1/4 SE1/4 S 1320.54 FT E TO BEG EXC N 660.29 FT TO CITY SEC 26-27-1W	152784.7	$66,530	$6,410	1
D 1846617AC	ECK & ECK MACHINE CO 4606 W HARRY WICHITA KS 67209		S1/2 OF TR - BEG 615 FT W & 660 FT N SE COR SW 1/4 SE 1/4 N 660.65 FT W 296.87 FT S 660.54 FT E 296.87 FT TO BEG SEC 26-27-1W	98799.8	$43,022	$4,145	1
D 1846617AS 0001	ECK & ECK MACHINE CO 4606 W HARRY WICHITA KS 67209		S 60 FT N 691.42 FT W 211.32 FT E 615 FT SW1/4 SE1/4 EXC E 35 FT FOR ST SEC 26-27-1W	11583.42	$5,044	$486	repeat
D 1846617AD	RASMUSSEN_LEO 2522 W 21ST N WICHITA KS 67203		S 65 FT N 631.42 FT W 211.32 FT E 615 FT SW 1/4 SE 1/4 SEC 26-27-1W	12787.27	$5,568	$536	1
D 0004200UP	SANDERS_BOBBY R ETUX	1535 S SABIN	S 103.06 FT N 1030.6 FT W 211.32 FT E 615 FT SW1/4 SE1/4 SEC 26-27-1W	21390.39	$9,314	$897	2
D 1846617AF	SIMONS_FAYE L	1435 S SABIN	N 115 FT S 190 FT N 566.42 FT W 211.32 FT E 615 FT SW1/4 SE1/4 SEC 26-27-1W	24109.16	$10,498	$1,011	1
D 1846617AE	STEPHENSON_PHILLIP E	1457 S SABIN	S 75 FT N 566.42 FT W 211.32 FT E 615 FT SW1/4 SE1/4 SEC 26-27-1W	16110.26	$7,015	$676	1
D 1846617AG	WILLIAMS_VERNON D 1511 S SABIN WICHITA KS 67209		S 133.06 FT OF N 824.48 FT OF W 211.32 FT OF E 615 FT OF SW 1/4 OF SE1/4 EXC E 35 FT FOR ST SEC 26-27-1W	23181.57	$10,094	$973	1
D 0004300UP	WILLIAMS_VERNON D & BRENDA S	1511 S SABIN	S 103.06 FT N 927.54 FT W 211.32 FT E 615 FT SW1/4 SE1/4 EXC E 35 FT FOR ST SEC 26-27-1W	18097.37	$7,881	$759	repeat
			Total:	482,260	$210,000		12

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

* Estimated assessment for sanitary sewer construction based on $0.44 per square foot excluding inflation, and/or temporary financing.
This cost does not include the Sewer Plant Equity Fee, approximately $1350 for a residential property, or for installation of the private sewer line.

** Estimated Annual escrow payment based on 5% bond sale rate, and spread over 15 years (last bond sale 4.09%)

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

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

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

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

The City has received a request from ULC-Farha Joint Venture, LLC, for a City Council resolution of support for an application for Housing Tax Credits in connection with the acquisition and renovation of the Battin Apartments.

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

Analysis: The project proposed by ULC-Farha Joint Venture, LLC (ULC) involves the acquisition and renovation of the Battin Apartments, which are located at 1700 S. Elpyco. The apartment complex currently offers 208 one-bedroom apartments. The scope of work proposed by ULC involves comprehensive rehabilitation and conversion of the existing apartments in order to provide 104 three-bedroom, two-bath units, of approximately 1,150 square feet in size. ULC will retain the existing brick exterior on each of the buildings, and will make the necessary repairs to ensure long-term viability. Project amenities will include in-unit washer/dryer hook-ups, swimming pool, playgrounds, a clubhouse with a community room and safe room, an on-site management office, storage units, and the availability of wireless internet service.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. ULC intends to comply with this requirement, so the HTC affordability restrictions will apply to 83 units, with 21 units reserved for

market-rate tenants. Monthly rent amounts for affordable units are estimated to be $595, at maximum, net of utility allowances. The monthly rent amount for market-rate units is expected to be $645.

The City's Office of Central Inspection (OCI) has reviewed the proposed project. OCI has indicated that the site is appropriately zoned ("B" Multifamily). Due to the substantial monetary investment in the project, and the proposed scope of rehabilitation, a total of 182 paved, off-street parking spaces will be required. Under the Americans with Disabilities Act Accessibility Guidelines (ADAAG), improvements will be required for proper access to common public facilities/common amenities, including accessible "path of travel", unless determined to be structurally and/or financially infeasible. In any event, barrier removal improvements will be required, to some degree.

OCI commented further that given the value of the proposed building renovation, screening and landscaping would normally be required per the Unified Zoning Code (UZC) and Landscape Ordinance. However, it is possible that certain exemptions could be granted, because of the significant number of shade trees on the property, and along the streets. It is possible that the project will also qualify for an exemption from solid screening that would ordinarily be required along Funston and Elpyco, due to the existing landscape buffer within the building setbacks.

Fire sprinklers will not be required, based on the information provided by the applicant. There are 26 existing buildings in the development, and the plan is to convert/rehabilitate the existing units in order to provide four apartments within each building.

OCI has expressed support for the project, noting that ownership has changed several times over the past few years, that occupancy rates have been low, and that several of the unoccupied buildings have been vandalized. OCI further noted that many tenant complaints have been received, and that there are active Minimum Housing Code cases on units within 25 of the buildings.

Planning Department staff members have indicated that the project is consistent with the Wichita-Sedgwick County Comprehensive Plan, and that the proposal is consistent with current zoning.

The DCC voted to recommend adoption of the resolution of support and DAB III voted (7-0) to recommend adoption of the resolution of support.

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

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

Financial Considerations: The total project cost is estimated to be $14,063,509. Rehabilitation/construction hard costs are estimated to be $7,090,909. Financing includes proceeds from the sale of the HTCs, the sale of Historic Tax Credits, bank financing and deferred developer fees. The City is not participating in the financing of the project.

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

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

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

Attachments: Resolution document.

RESOLUTION NO. 09-105

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

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

Reserve H and ½ of the Vacant Street adjacent on the North, Builders 3rd Addition, an Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, this housing development will offer a total of 104 units of housing; and

WHEREAS, this resolution shall apply to 83 three-bedroom units of housing, to be assisted with subsidies provided under the Housing Tax Credit Program, for the purpose of renovating said units. Scope of renovation to include conversion of existing units to three-bedroom, two-bathroom units, complete renovation of units to include in-unit washer/dryer hook-ups. Amenities to include a swimming pool, playgrounds, a clubhouse with a community room and safe room, an on-site management office, storage units, and the availability of wireless internet service.

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

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until April 21, 2010. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

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

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

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 21st day of April, 2009.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Governeour Manor Apartments (District II)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

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

The City has received a request from Builders, Inc. (Builders), for a City Council resolution of support for an application for Housing Tax Credits in connection with the renovation of the Governeour Manor Apartments.

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

Analysis: The proposed project involves renovation of the Governeour Manor Apartment complex, which is located at 7025 E. Lincoln. Builders, Inc., owns the apartment complex. According to the documentation submitted in connection with the request, the apartment complex will offer a total of 180 apartment units, consisting of four studio units, 94 one-bedroom units and 82 two-bedroom units. The project scope includes kitchen and bathroom upgrades, new energy-efficient heating and air conditioning systems, new vinyl windows and patio doors, new flooring, new light fixtures, and re-painting of the interior of each apartment. Exterior upgrades will include re-painting, parking lot repairs, new landscaping, roof repairs, repair/upgrade of exterior siding, where necessary, and new balcony railings. There is also a plan to construct a new free standing office/clubhouse building with a laundry facility and fitness center. The new building will be compatible with the design of the existing buildings.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. Builders intends to comply with this requirement, so the HTC affordability restrictions will apply to 144 units, with 36 units reserved for market-rate tenants. Monthly rent amounts for affordable units are estimated to be $385 for the studio units, $430 for the one bedroom units, and $520 for the two-bedroom units, net of utility allowances. The monthly rent amounts for market-rate units are estimated to be approximately the same.

The City's Office of Central Inspection (OCI) has reviewed the proposed project. OCI has indicated that the site is appropriately zoned ("B" Multifamily for the south half, and Limited Commercial for the north half). Under the Unified Zoning Code (UZC), additional parking capacity could be required, particularly if the new freestanding office/clubhouse is constructed, which could reduce existing parking availability. UZC minimum parking space requirements may be administratively reduced by up to 25%, provided that an administrative adjustment application is submitted to the MAPD, with subsequent approval. Any reduction beyond 25% would require a request for a formal variance, to be approved by the Board of Zoning Appeals, which would involve a public hearing.

OCI commented further, that if the permit value for the project exceeds 50% of the current value of the buildings on the site, that screening and landscaping per the UZC and Landscape Ordinance may also be required in the locations where the project borders "SF-5" zoning on the south and east. Along Governeour, the screening and landscaping requirement (south half of the property) could probably be met (per a UZC exemption for multifamily developments) with additional tree and shrub plantings, at least a third of which would be evergreen. A waiver/reduction to the basic Landscape Ordinance requirements may be administratively considered/approved by the City for existing developments. Along the south property line, solid screen fencing may be the only option, with some provisions for additional landscaping, most likely with a waiver or reduction in minimum landscaping requirements, as previously described.

Under the Americans with Disabilities Act Accessibility Guidelines (ADAAG), improvements will be required for proper access to common public facilities/common amenities, including accessible "path of travel", unless determined to be structurally and/or financially infeasible. In any event, barrier removal improvements will be required, to some degree. ADAAG-compliant parking (per the City's Building Code) must be installed. Due to the age of the apartment buildings, compliance with Fair Housing Act accessibility requirements for the apartment buildings/units will not be required.

Fire sprinklers will not be required, because the proposed interior modifications are not structural in nature.

Planning Department staff members concur that the property is properly zoned. Planning further noted that the site is subject to the regulations of Airport Overlay District (AOD) III North, which does not permit residential uses. However, since this use was established prior to the adoption of these regulations, the use will be allowed to continue.

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

The DCC voted to recommend adoption of the resolution of support and DAB II voted (9-0) to recommend adoption of the resolution of support.

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

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

reviews that may be requested by the City Council member in whose district the proposed project is planned.

Financial Considerations: The total project cost is estimated to be $4,330,906. Rehabilitation and construction hard costs are estimated to be $4,256,106. Financing includes proceeds from the sale of the HTCs. The City is not participating in the financing of the project.

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

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

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

Attachments: Resolution document.

RESOLUTION NO. 09-106

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

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

Block A, Governeour Manor Addition, and Lot 6, Block E, Eastridge 7th Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, this housing development will offer a total of 180 units of housing; and

WHEREAS, this resolution shall apply to 144 units of housing, to be assisted with subsidies provided under the Housing Tax Credit Program, including four studio units, 70 one-bedroom units and 70 two-bedroom units, for the purpose of renovating said units, in order to include kitchen and bathroom upgrades, new energy efficient HVAC systems, new vinyl windows and patio doors, new flooring, new light fixtures, and repainting. Exterior improvements to include paint, parking lot repairs, new landscaping, roof repairs, repair/upgrade of exterior siding where necessary, and new balcony railings and possible construction of a free-standing building to serve as an office/clubhouse, with a laundry facility and fitness center.

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

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until April 21, 2010. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

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

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

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 21st day of April, 2009.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: U.S. Department of Housing and Urban Development One Year Annual Action Plan – 2009-2010 (All Districts)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the 2009-2010 One Year Annual Action Plan allocations to post for public comment.

Background: Wichita is recognized as an "entitlement" city by the U.S. Department of Housing and Urban Development (HUD). This is based on a federal formula which looks at total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. Because of the City's "entitlement" status, Wichita receives annual allocations for the following programs based on the formula results and available funds: Community Development Block Grant (CDBG); HOME Investment Partnerships Program (HOME); American Dream Downpayment Initiative (ADDI); and Emergency Shelter Grant Program (ESG). The amount of the allocations is determined by the budget adopted by Congress in any given year.

Each year the City is required to prepare a One Year Action Plan to identify projects which will be funded with that year's allocation from the various sources. In November, 2008, City staff provided the City Council with estimates of federal funding for 2009-2010, and made recommendations regarding funding category amounts. The Council approved the staff proposal in December and staff issued RFPs and invited applications for funding in the Public Services, HOME CHDO development and Emergency Shelter Grant categories, based on the staff estimates. The Council-appointed Grants Review Committee (GRC) reviewed the proposals and applications in a public meeting on January 29, 2009 and in subsequent committee discussions. It was understood that when HUD announces the actual allocations for 2009-2010, the GRC recommendations will be adjusted accordingly.

Analysis:
The U.S. Department of Housing and Urban Development has not provided the City with its 2009-2010 allocations for CDBG and HOME, however HUD regional staff have advised that the City of Wichita should proceed with plan development based on staff estimates. The following chart reflects the staff's estimates of reductions for CDBG and HOME, and the actual ESG allocation. It also includes current estimates of program income which has historically been designated for projects yet to be identified in Districts I, III, IV, and VI.

Program	**08-09 Actual**	**09-10 Projections**		***09-10 Actual (Projections)***
Community Development Block Grant (CDBG)	$2,813,499	(-5%)	$2,672,824	*$2,672,824*
Program Income	$400,000		NA	$500,000
HOME Investment Partnerships (HOME)	$1,650,087	(-4%)	$1,584,163	*$1,584,163*
American Dream Downpayment Initiative (ADDI)	$15,610		0	
Emergency Shelter Grant (ESG)	$125,779	(-1%)	$124,521	$125,266
TOTAL	$5,004,975		$4,381,508	*$4,882,253*

Because the attached recommendations are based on staff estimates, staff have prepared funding options to consider if the actual allocations are greater or less than the estimates. These recommendations are presented to expedite the review and submission process for the One Year Annual Action Plan. With City Council guidance on these recommendations, staff will be able to meet HUD submission deadlines of mid-May, 2009.

Staff recommend modifying the home repair category if the CDBG funding allocation is different from the estimates. This is a category that continues to have needs exceeding available resources, however every attempt will be made to leverage funds with other programs, especially those that have received allocations from the American Recovery and Reinvestment Act of 2009 (ARRA), such as is the case for weatherization funds.

Staff recommend modifying the Boarded Up Home program if the HOME allocation is different from the estimates. The City's continued focus on neighborhood revitalization and elimination of blighted property makes this a useful program tool. However with the availability of Neighborhood Stabilization Funds from the Housing and Economic Recovery Act of 2008 and from the ARRA, should result in additional resources in the community to address this pressing issue.

Another modification which is being recommended, is a category name change. Program income has historically been designated in the Neighborhood Stabilization funding category, however because the federal government now has a program with that name, it is recommended that category be changed to Neighborhood Initiatives.

In the attached spreadsheets, the Emergency Shelter Grant staff recommendations reflect the City Manager's decision to consider funding an application from the United Methodist Open Door. That application was received one day after the deadline and department staff and the Grants Review Committee did not consider it during the review process.

The City is using a new planning tool which HUD has developed and recommended for development of the Consolidated Plan. The 2009-2010 One Year Plan is a component of that plan however since this is the first year of using the new tool, the one year plan is being presented to the City Council in the traditional format. It will be incorporated into the new tool once it is approved.

Financial Considerations: Total funding available for FY 2009-2010 from CDBG, HOME and ESG is estimated to be $4,882,253, which includes Program Income in the amount of $500,000. These allocations will be effective July 1, 2009.

Goal Impact: Expenditure of CDBG, HOME, ADDI and ESG funds has the potential to impact Safe & Secure Community, Economic Vitality & Affordable Living, Efficient Infrastructure, Quality of Life and Core Area & Neighborhoods 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.

Recommendations/Actions: It is recommended that the City Council approve the 2009-2010 One Year Annual Action Plan allocations to post for public comment.

Attachments: 2009-2010 One Year Annual Action Plan spreadsheets and narrative.

2009-2010 CONSOLIDATED PLAN ALLOCATIONS

CDBG - CAPITAL

	COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	Capital Improvement Projects				
	- Homeless Resource & Referral Center		$200,000	$200,000	
	Total - Capital Projects	**$0**	**$200,000**	**$200,000**	**$0**

CDBG - HOUSING

	COMMUNITY DEVELOPMENT BLOCK GRANT Housing Projects	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	Office of Central Inspection				
	Demolition and Clearance of Dangerous and Unsafe Buildings	$171,000	$171,000	$171,000	
	Housing and Community Services				
	- NIS Administration	$457,894	$482,173	$482,173	
	- Home Repair	$395,277	$493,931	$493,931	
	- Rental Housing Loan Program	$100,000			
	Community Based Home Repair				
	- Neighborhood Clean-Up	$50,000	$50,000	$50,000	
	- Secondary Structure Demolition Program	$5,000	$5,000	$5,000	
	Total - Housing Projects	**$1,179,171**	**$1,202,104**	**$1,202,104**	**$0**

CDBG - ECONOMIC DEVELOPMENT

	COMMUNITY DEVELOPMENT BLOCK GRANT Economic Development	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	- 13th/Grove Grocery Store Loan Guaranty (July 12, 2005)				
	Total - Economic Development	**$0**	**$0**	**$0**	**$0**

CDBG - NEW COMMUNITIES INITIATIVE/STOPBLIGHT

	COMMUNITY DEVELOPMENT BLOCK GRANT Housing and Community Services	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	- NCI/StopBlight/START - Property Improvements	$328,500			
	- NCI/StopBlight/START - Neighborhood Inspector	$61,500			
	Total - New Communities Initiatives	**$390,000**	**$0**	**$0**	**$0**

CDBG - NEIGHBORHOOD INITIATIVES/PROGRAM INCOME

	COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	CDBG Program Income: 08-09	$400,000			
	CDBG Program Income: 09-10			$500,000	
	Total - Neighborhood Initiatives	**$400,000**	**$0**	**$500,000**	**$0**

2009-2010 CONSOLIDATED PLAN ALLOCATIONS

CDBG - PUBLIC SERVICES

	COMMUNITY DEVELOPMENT BLOCK GRANT Public Services - CAP is $1,163,310	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	GRANTS REVIEW COMMITTEE	CITY STAFF	CITY COUNCIL
	City Manager's Office					
	- Neighborhood Assistance Program (DAB)	$325,108	$343,059		$343,059	
	Housing and Community Services					
	- Housing First Project Coordinator	$60,000	$63,605		$63,605	
RFP	**Women's Services**		$269,033		$269,033	
	- Catholic Charities, Inc. - Harbor House	$112,033		$118,375		
	- YWCA of Wichita - Women's Crisis Center/Safehouse	$157,000		$150,658		
RFP	**Youth Recreation and Enrichment**		$100,000		$100,000	
	-YMCA (Youth Recreation Alliance)	$100,000		$74,000		
	- Inter-Faith Ministries GoZones!			$18,000		
	- BBBS Leaders, Achievers, and Winners Camp			$8,000		
RFP	**Summer Youth Employment**		$163,186		163,186	
	- Wichita Family Services Institute	$51,846		$68,969		
	- Wichita Indochinese Center	$81,593		$0		
	- YMCA - Job Prep	$0		$94,217		
	Total - Public Services	**$887,580**	**$938,883**	**$532,219**	**$938,883**	**$0**

CDBG - PLANNING AND ADMINISTRATION

	COMMUNITY DEVELOPMENT BLOCK GRANT Planning and Administration - CAP is $534,564	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	Housing and Community Services				
	- CDBG Indirect Costs	$66,390	$57,749	$57,749	
	- CDBG Program Management	$334,239	$351,217	$351,217	
	- Urban League - Fair Housing Initiatives	$10,000			
	Planning Department				
	- Historic Preservation Planning	$92,117	$97,161	$97,161	
	- Mandated Consolidated Plan Activities	$24,255	$25,710	$25,710	
	Total - Planning and Admin.	**$527,001**	**$531,837**	**$531,837**	**$0**
	GRAND TOTAL - CDBG	**$3,383,752**	**$2,872,824**	**$3,372,824**	**$0**

Note: Proposed 09-10 total includes allocation of $2,672,824, $200,000 from recaptured unexpended funds and $500,000 in program income.

2009-2010 CONSOLIDATED PLAN ALLOCATIONS

HOME PROJECTS

	HOME INVESTMENT PARTNERSHIPS PROGRAM Projects	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	Housing and Community Services				
	- HOME Investment Partnership Administration	$165,008	$158,416	$158,416	
	- HOME Operating Funds for CHDO's	$75,000	$50,000	$50,000	
	- HOMEownership 80 Program*	$563,217	$553,122	$553,122	
	- 2007 ADDI Downpayment/Closing Costs Grants**				
	- 2008 ADDI Downpayment/Closing Costs Grants**	$15,610	$0	$0	
	- Boarded-up House Program	$200,000	$150,000	$150,000	
	- Housing Development Loan Program	$205,031	$400,000	$400,000	
	- Deferred Loan Program	$175,000	$35,000	$35,000	
	Total HOME Projects	**$1,398,866**	**$1,346,538**	**$1,346,538**	**$0**

	HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO Set Aside Projects	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	GRANTS REVIEW COMMITTEE	CITY STAFF	CITY COUNCIL
	CHDO Set Aside		$237,625			
	Community Housing Services					
	- Single Family Home Development	$65,434		$46,582	$46,582	
	Mennonite Housing Rehab Services (MHRS)					
	- Single Family Home Development	$123,596		$89,004	$89,004	
	Power CDC					
	- Single Family Home Development	$77,884		$102,039	$102,039	
	Wichita Indochinese Center					
	- Single Family Home Development	$0				
	Total CHDO Set Aside Projects	**$266,914**	**$237,625**	**$237,625**	**$237,625**	**$0**
	Subtotal - HOME & CHDO Set Aside Projects	**$1,665,780**	**$1,584,163**		**$1,584,163**	**$0**
	GRAND TOTAL - HOME	**$1,665,780**	**$1,584,163**	**$1,584,163**	**$1,584,163**	**$0**

REVISED: April 14, 2009

2009-2010 CONSOLIDATED PLAN ALLOCATIONS

ESG PROJECTS

	EMERGENCY SHELTER GRANT	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	GRANTS REVIEW COMMITTEE	CITY STAFF	CITY COUNCIL
	Emergency Shelter Grant - Final Allocation					$125,266
	Essential Services - Maximum Allocation (30%)		**$37,579**			
	- Catholic Charities - Anthony Family Shelter	$4,659		$5,693	$4,659	
	- Inter-Faith Ministries - Inter-Faith Inn	$4,258		$4,214	$4,258	
	- Inter-Faith Ministries - Safe Haven	$0		$1,000	$0	
	- Salvation Army - Emergency Lodge	$6,311		$16,440	$6,311	
	- United Methodist Open Door	$20,771		$0	$20,686	
	Maintenance and Operations		**$43,845**			
	- Catholic Charities - Anthony Family Shelter	$19,488		$24,272	$19,389	
	- Catholic Charities - Harbor House	$6,689		$8,920	$6,662	
	- Inter-Faith Ministries - Inter-Faith Inn	$19,544		$22,125	$19,447	
	- Inter-Faith Ministries - Safe Haven	$8,755		$8,813	$8,719	
	- Salvation Army - Emergency Lodge	$15,708		$10,960	$15,618	
	- YWCA - Women's Crisis Center	$3,614		$4,024	$3,599	
	Homeless Prevention - Maximum Allocation (30%)		**$37,579**			
	- Center of Hope - Rent Assistance	$9,693		$12,542	$9,655	
	Administration - Maximum Allocation (5%)		**$6,263**			
	- Human Services Department - ESG Administration	$6,289		$6,263	$6,263	
	GRAND TOTAL - ESG	**$125,779**	**$125,266**	**$125,266**	**$125,266**	**$0**

GENERAL

Executive Summary. The City of Wichita has identified needs and resources with which to address those needs, in order to achieve the City's vision of a community where everyone can realize a high quality of life. The Wichita community is experiencing ill effects of a weak economy however the goals for a vibrant, dynamic environment remain strong. Components of the One Year Action Plan will provide assistance to those who are experiencing need for the first time as well as to those who have been without the necessary resources to realize the community's vision.

The City of Wichita's top two Consolidated Plan priorities reflect the economic times. Housing and public services will receive top priority during 2009-2010. Safe, affordable housing will provide community stability so that the Public Services which are delivered will have a reasonable expectation of improved quality of life, leading to self-sufficiency for the recipients of Consolidated Plan-funded services.

The City of Wichita's 2009-10 program year begins July 1, 2009 and is the 1st year of the 2009-2013 Five Year Consolidated Plan. The current Consolidated Plan can be viewed in its entirety on the City's website at www.wichita.gov/CityOffices/Housing/CommunityInvestments/2009-2013.htm.

This Annual Action Plan outlines the activities that will be undertaken during the 2009-10 program year using the following funds:

CDBG	$2,872,824
CDBG Program Income	$500,000
HOME Investment Partnerships	$1,584,163
Emergency Shelter Grant	$125,266

Programs and activities described in this plan are designed to primarily benefit low to moderate income residents and neighborhoods within the city of Wichita. CDBG funds will continue to be used to support housing, capital improvements and public services while HOME funds will provide new housing development subsidies, first time homebuyer assistance in the forms of down payments and closing costs for income eligible residents of Wichita. ESG funds will be disbursed to homeless service providers to support essential services, maintenance and operations, and homeless prevention services.

The following suggested allocations have been proposed to fund Consolidated Plan programs for the 2009-10 program year. The categories and proposed activities correspond to the priority needs identified by City of Wichita residents.

Housing	$1,202,104
Public Services	$938,883
Neighborhood Stabilization	$500,000
Capital Improvement	$200,000
Planning and Administration	$531,837
HOME Investment Partnerships	$1,346,538
Community Housing Development Organizations	$237,625
Emergency Shelter	$125,266

Plan Objectives, Anticipated Outcomes and Past Performance Evaluation

Plan objectives and anticipated outcomes are detailed in the Housing, Homeless, Community Development and Non-Homeless Special Needs Housing sections of this report. Plan objectives and outcomes are consistent with those identified in the 2009-2013 Consolidated Plan and are organized based on those established by HUD through the Community Planning and Development Outcome Performance Measurement System. Activities funded under HUD-designated Planning and Administration Priority Need Category are not included in these tables. This Consolidated Plan is being developed 2008-09; therefore program year 2007-8 performance accomplishments are shown.

Objective: Improve Housing Market within Low to Moderate income neighborhoods

Activity	Unit Type	2008-9 Goal	2007-8 Actual
Housing Development Loan Program	Housing	5	15
CHDO Set-Aside Housing Development Activities	Housing	9	3

The activities listed below provide down payment and closing cost assistance to first time homebuyers.

Activity	Unit Type	2008-9 Goal	2007-8 Actual
HOMEownership 80 and ADDI Program	Households	45	37

The following activities provide funds for rehabilitation loans and emergency home repair assistance to income eligible homeowners.

Activity	Unit Type	2008-9 Goal	2007-8 Actual
HOME Deferred Loan Program	Households	5	2
Home Repair Program	Households	248	249

Objective: Support Public Service Activities throughout the Community
The activities listed below are designed to make services and facilities available and/or accessible to low and moderate income residents.

Activity	Unit Type	2008-9 Goal	2007-8 Actual
Catholic Charities – Anthony Family Shelter	People	679	504
Catholic Charities – Harbor House	People	300	223
Center of Hope	Households	45	31
Inter-Faith Ministries – Inter-Faith Inn	People	601	1,063
Inter-Faith Ministries – Safe Haven	People	58	140
Neighborhood Assistance Program – Atwater	People	23,223	40,243
Neighborhood Assistance Program – Colvin	People	20,000	33,238
Neighborhood Assistance Program – Evergreen	People	6,000	17,758
Neighborhood Assistance Program – Stanley	People	8,000	10,481
Office of Central Inspection Demo & Clearance	Housing	20	47
Salvation Army – Emergency Lodge	People	1,800	1,461
United Methodist Open Door	People	1,200	917
YMCA – Middle School After School Program	People	5,000	4,353
YWCA of Wichita – Women's Crisis Center	People	1,700	1,998

The following activities are designed to improve the neighborhoods of low to moderate income persons by eliminating slums or blighted areas.

Activity	Unit Type	2008-9 Goal	2007-8 Actual
Boarded Up House Program	Housing	4	3
Neighborhood Clean-Up	Locations*	10	13
Secondary Structure Demolition Program	Housing	2	1
*Number of actual cleanups performed. Performance measurements will be modified for the upcoming program year.			

Objective: Create Economic Opportunities
The following activities allow low to moderate income persons obtain employment skills training and job opportunities in the public and private sector.

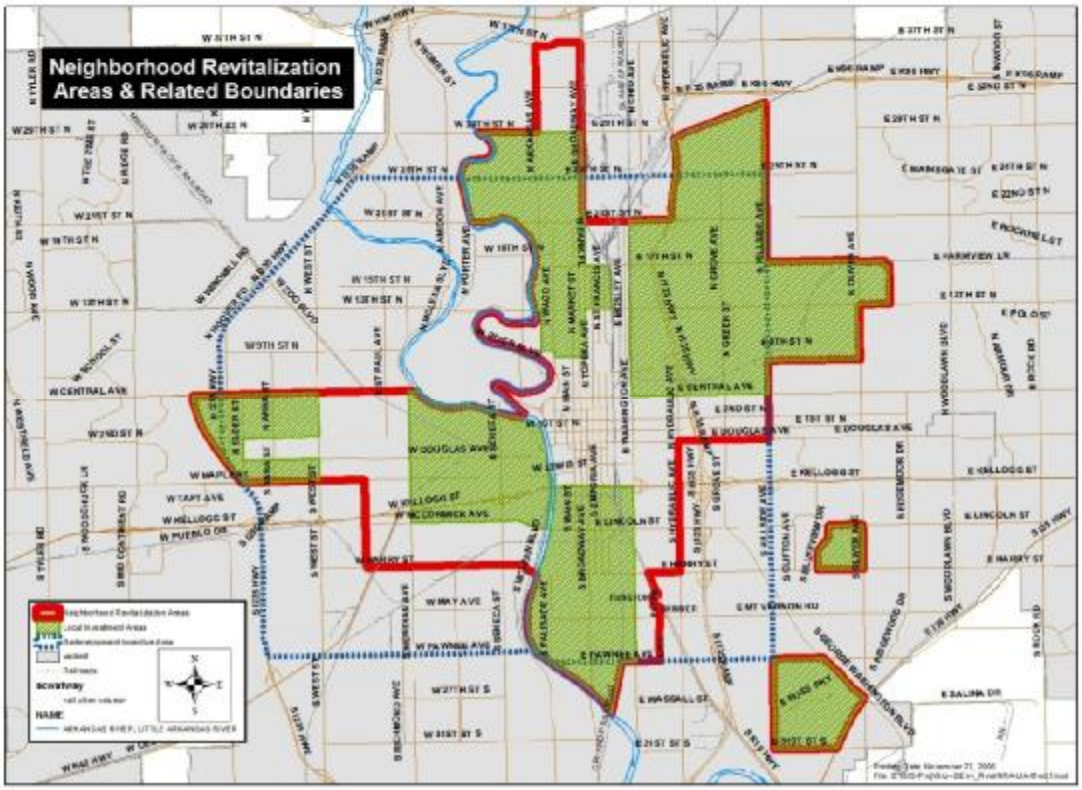
Activity	Unit Type	2008-9 Goal	2007-8 Actual
Family Services Institute -Summer Youth Employment Program	People	50	128
Wichita Indochinese Center -Summer Youth Employment Program	People	108	77

General Questions. The City has designated several geographic areas for investment of Consolidated Plan funding. Following is a description of the areas.

There are eight areas which have been designated as Neighborhood Revitalization Areas (NRAs). They are listed below and pictured on the following map.

Core Area
Planeview
Hilltop
Orchard Breeze
North Central
Northeast
Delano
South Central

The City plans to expend 90 percent of its Community Development Block Grant and HOME Investment Partnerships program funds in these areas. In addition the City expects to receive and utilize Neighborhood Stabilization Program funds from the Housing and Economic Recovery Act of 2008, and the American Recovery and Reinvestment Act of 2009, to improve property conditions in these areas. Other sources which will be sought include Affordable Housing Funds and local matching grants.



These areas have 39,200 parcels with an assessed value of $3,018,000,000.

According to the Wichita-Sedgwick county Comprehensive Plan, Wichita's population is projected to grow by 12,700, from 344,284 to 377,000 by 2010. However, only a limited amount of this growth is projected to occur in the Neighborhood Revitalization Areas. The latest market trends indicate a population increase of less than 2,000 persons in the central city by 2010.

The loss of population and businesses in previous decades from the mature parts of the City has resulted in an erosion of property values, disinvestment and physical decline. Appraised residential property values have increased by 17 to 21 percent in the central area, much less than the 35 percent increase citywide. The City has been encouraging investment in these areas since its 2004-2008 Consolidated Plan and some progress has been made. However the areas remain a focus for continued investment to offset the periods of decline.

Incentives that are available in these areas include tax rebates, façade improvement funds, water/sewer tap and plant equity fee waivers, and permit fee waivers.

The following tables provide demographics of the NRAs, which demonstrate the rationale for identifying these areas.

Table 1
Demographics for the City and Neighborhood Revitalizations Areas

	City of Wichita	City of Wichita (excluding NRAs)	Neighborhood Revitalization Areas
Population	332,693	247,251	74,786
White	237,405	196,220	34,273
Minority	95,290	51,033	40,513
Percent Minority	28.64%	20.64%	54.17%
Low/Mod	141,987	88,316	47,664
Low/Mod Universe	321,102	238,863	72,046
Low/Mod Percent	44.22%	39.97%	66.16%
Number of Households	135,047	101,437	28,987
Median Income	$45,889	$51,792	$27,208
Average Per Capita Income	$17,854	$24,000	$11,707
# of Persons Below Poverty	37,597	19,329	16,272
Poverty Universe	328,053	245,425	72,231
Percent Below Poverty	11.46%	7.88%	22.53%
Number Employed	160,244	124,433	30,779
Number Unemployed	9,048	5,393	3,296
Percent Unemployed	5.60%	4.15%	9.67%
Housing Units	147,560	109,026	33,354
Occupied	135,047	101,437	28,987
Vacant	12,513	7,589	4,369
Percent Vacant	8.48%	6.96%	13.10%
Owner Occupied	82,565	67,052	15,179
Renter Occupied	52,484	34,387	15,811
Percent Renter Occupied	35.57%	31.54%	47.40%
# housing units 1939 or earlier	18,333	7,265	9,803
% housing units 1939 or earlier	12.42%	6.66%	29.39%
Median Year Built	1955	1957	1948
Owner Occupied Value	$85,632	$100,146	$40,264
Median Rent	$552	$578	$469

Table 2
Demographics of Each Neighborhood Revitalization Area

	Core Area*	Planeview	Hilltop
Population	68,733	4,261	1,792
White	31,912	1,249	1,112
Minority	36,822	3,011	680
Percent Minority	53.54%	70.66%	67.95%
Low/Mod	43,241	3,039	1,384
Low/Mod Universe	65,976	4,271	1,799
Low/Mod Percent	65.54%	71.15%	76.93%
Number of Households	26,925	1,289	773
Median Income	$27,334	$26,845	$22,575
Average Per Capita Income	$11,795	$9,945	$11,357
# of Persons Below Poverty	14,737	1,108	427
Poverty Universe	66,175	4,264	1,792
Percent Below Poverty	22.27%	25.98%	23.83%
Number Employed	28,473	1,559	747
Number Unemployed	3,040	169	87
Percent Unemployed	9.65%	9.78%	10.43%
Housing Units	30,807	1,613	934
Occupied	26,925	1,289	773
Vacant	3,883	325	161
Percent Vacant	12.60%	20.15%	17.24%
Owner Occupied	12,425	354	400
Renter Occupied	14,502	935	374
Percent Renter Occupied	47.07%	57.97%	40.04%
# housing units 1939 or earlier	9,468	268	67
% housing units 1939 or earlier	30.73%	16.62%	7.17%
Median Year Built	1948	1946	1947
Owner Occupied Value	$41,441	$26,775	$72,001
Median Rent	$473	$392	$443

*Core Area includes Delano, North Central, Northeast, Orchard Breeze and South Central.
The primary obstacle to meeting underserved needs, is lack of resources. However the City will continue to explore ways to leverage its funds with other community resources to eliminate duplication and provide a system of services which has complementary components. This will be achieved by initiating and/or participating in community dialogues. The City and County are also jointly sponsoring a consultant review of service needs in the Hilltop NRA and will consider strategies for implementing the recommendations which come from that study. A comprehensive master plan is being considered for the Northeast NRA, which will combine infrastructure needs with human capital design to create a holistic approach to redevelopment of that area.

The First Program Year Action Plan does not have funding recommendations for the Hilltop or Northeast NRA initiatives which are being evaluated, but it is anticipated that funds will be designated during the course of the 2009-2013 Consolidated Plan to implement strategies emerging from each.

Managing the Process. The Housing and Community Services Department is the lead agency for developing and administering the programs funded through the Consolidated Plan. The department's mission – to provide housing and related services to benefit the citizens and neighborhoods of Wichita – is consistent with the goals of the funds which are a part of the Plan. The department is supported by the administrative systems and organizational infrastructure of Wichita City government, which facilitates the approval and execution of contracts, processing payment requests and providing information technology support.

Priority needs for the 2009-2013 Consolidated Plan were developed through community surveys which were distributed through formal organizations as well as through neighborhood information networks. In addition to the surveys, staff reviewed neighborhood plans from the target areas: Hilltop, Planeview, Midtown, Central Northeast, McAdams, Center City and South Central neighborhoods. Other plans which were reviewed include the Wichita-Sedgwick County Comprehensive Plan, *Preparing for Change*; United Way of the Plans 2006 Needs Survey and Priority Study, and the community wide Visioneering Plan that was completed in 2004 and which reflects the common vision of thousands who participated in meetings, discussions and review of the plan's six foundations.

Staff also convened a meeting of community service providers who provided input as stakeholders in the process. The meeting included representatives from Sedgwick County Children's Services; Sedgwick County Department on Aging; Kansas Department of Social and Rehabilitation Services; Sedgwick county Developmental Disabilities Organization; Youthville; Inter-Faith Ministries; Catholic Charities; Urban League of Kansas; Sedgwick County Housing Department; Sedgwick County Health Department; and the Wichita Housing and Community Services Department.

Coordination among service providers will follow established networks which engage service providers with common clients and whose services complement each other. City staff are members of most, if not all of these networks, and therefore are able to provide links between the service providers and Consolidated Plan initiatives.

Citizen Participation. In addition to the surveys and community service provider meetings, the one year allocations were first presented to the Wichita City Council in December, 2008. Following that presentation requests for proposals and applications were distributed, inviting community agencies to propose or apply for funds to deliver services. A committee of citizens appointed by the City Council,

the Grants Review Committee (GRC) reviewed the applications and proposals and conducted a public hearing in January, 2009, to review proposals and receive citizen comments.

The surveys, survey results, and 30 day public comment notices were publicized on the City's website and in the mainstream newspaper and also in community newspapers which target minority and non-English speaking populations.

Between the second and third City Council meetings, a 30 day public comment period was posted and citizens were invited to comment on the plan. This document reflects input from all sources of citizen participation strategies.

Institutional Structure. The institutional structure is in place within City government. The Housing and Community Services Department is the administering department and utilizes the services of the City Finance, Administration and Law Departments to manage grant agreement logistics. In addition, the City Manager's Office, Public Works Department and Urban Development offices also have a role in implementing many of the programs which are funded.

The City also contracts with non-profit and for-profit housing developers and service providers, to implement components of the One Year Action Plan. As stated earlier, the service providers are identified through a competitive process. Housing developers include four certified Community Housing Development Organizations (CHDOs): Community Housing Services; Mennonite Housing and Rehabilitation Services; Power CDC; and Wichita Indochinese Center. These agencies apply for and receive CHDO operating and development funds through the HOME program. For-profit developers may also apply for development funding.

Monitoring. Community Development Block Grant funded programs are monitored in several ways. Monitoring staff carefully review external audit documents submitted by subrecipients in the initial application for funding and make note of any irregularities which must be addressed prior to entering into a funding agreement. Contracts include performance measures and subrecipients will be required to submit quarterly reports on progress toward meeting those goals. City staff will review all such reports as a component of desk audits performed for each subrecipient. The desk audit will also include review of reimbursement requests. Comprehensive on-site monitoring will take place in the following situations, at a minimum:

- Within the first year for every new subrecipient.
- Any subrecipient who fails to take recommended corrective action on two consecutive desk audits.
- Projects which are at high risk of error such as public services activities which serve large numbers of people.
- Projects which are at high risk based on the amount of funds involved.

A quarterly written summary will be provided following each desk or on-site monitoring audit. The summary will include strengths and weaknesses noted, with offers to provide technical assistance to address serious weaknesses.

The HOME Investment Partnerships program monitoring plan includes annual on-site monitoring of all projects which have been funded with HOME funds, during the affordability period. Homeownership projects receive HOME program assistance for purchase and/or rehabilitation/construction, are subject to mortgage liens which are filed with the Register of Deeds of Sedgwick County to guarantee the

required affordability period. And finally, during the development process, HOME staff monitor construction progress in order to ensure the validity of reimbursement requests submitted for payment. Such payment requests are also reviewed to confirm that specific costs are eligible for HOME funding. Construction projects are also monitored by the City's Office of Central Inspection to ensure compliance with applicable building codes.

The Emergency Shelter Grant program will be monitored according to the CDBG monitoring protocol. However comprehensive monitoring for this program is less likely to occur with frequency due to the size of the individual contracts. However comprehensive monitoring will occur for (at a minimum):

- New subrecipients
- Subrecipients who fail to take corrective action in two consecutive desk audits.

Lead-Based Paint. The City of Wichita will continue to ensure that recipients of its services have access to housing which is lead safe. It will do so in the following ways.

Home repair projects will have risk assessments performed prior to construction, and projects costing between $5,000 and $25,000, are subject to homeowner notification, renovation by trained and qualified workers, temporary relocation of household members and clearance testing. The program staff are licensed Risk Assessors and receive annual training and updates to their certifications. Regardless of the amount of work performed, all homeowners receive the "Protect Your Family from Lead in Your Home" and "Renovate Right" booklets.

When homes are purchased with assistance from HOME funds, realtors are required to provide buyers with a copy of the standard lead-based paint disclosure form and booklet when the purchase contract is signed. Copies are maintained in the City's files. The City also developed a Contract Addendum that is used in connection with the City's down payment and closing cost assistance program. The addendum advises buyers and sellers that the City's funds are subject to the lead paint regulations, that the City presumes lead-based paint is present in structures built before 1978, and that such structures will be inspected by the City to detect deteriorated paint. The seller will be required to correct deficiencies and to obtain the required clearance inspections prior to closing. Clearance statements and Lead Presumption notification forms are provided to the buyers at closing, and buyers are advised that repairs made with City funds will not disturb sufficient surface areas to necessitate formal clearance, but that safe work practices will be utilized.

Housing Authority-owned properties are lead-safe and therefore tenants placed in Public Housing are assured of a lead-safe environment. Section 8 properties are inspected prior to move-in. Properties built before 1978 with chipped or peeling paint will not pass Housing Quality Standards inspections until the property is free of lead hazards. As an additional precaution, the Section 8 program cross references its units with units where children have been identified as having elevated blood (EBL) levels by the Kansas Department of Health and Environment. No Section 8 addresses have matched the state's EBL addresses.

Housing

Specific Housing Objectives. Wichita Housing and Community Services will address housing needs and community issues by:

- *Promoting Homeownership* by a) increasing the number of first time homebuyers, b) increasing the housing stock available to first time homebuyers, c) maintain safe housing for existing homeowners through home repair programs.
- *Assist low to moderate income renters* by a) maintaining an occupancy level of 98 percent or higher in our public housing units, b) maintaining a 98 percent or higher lease-up rate in our Section 8 program, c) depending on available funding, provide resources to repair property for rent to low to moderate income families and individuals, d) encourage and participate in the development of new affordable rental units.
- *Assisting the homeless population* by a) providing funds to support emergency shelter services, b) depending on funding availability provide funds to support transitional housing programs, c) provide funds to establish a resource and referral center, d)provide funds to prevent homelessness, and e) provide affordable permanent housing, e) administer homeless assistance.
- *Enhancing the quality of life for low to moderate income homebuyers, homeowners, and renters* by a) providing information about maintaining their housing, b) provide information about how to purchase a home, c) provide information and resources about modifying homes to accommodate special needs.
- *Enhance low to moderate income neighborhoods* by a) funding blight elimination programs, and b) funding programs to acquire and rehabilitate blighted properties, c) funding neighborhood infrastructure projects.

The table on the next page shows objectives, available resources that will be used to meet the objective, estimated amount of federal funding and the estimated number of units to be produced or families to be assisted.

Needs of Public Housing . Property upgrades are planned in 2009, for Greenway Manor, built in 1975, a seven story building located at 315 N. Riverview with 82 one-bedroom units and four two-bedroom units is. The facility will be repainted on the exterior. Eighty apartments will receive new kitchen cabinets, sinks and countertops. Plans are being evaluated for a more productive use of storage space on the first floor of the facility where offices and a dining room/commercial kitchen once existed. The first floor exterior walls have very large, almost floor to ceiling single-pane windows, and will be considered for replacement with smaller, energy efficient windows.

McLean Manor built in 1982, located at 2627 W 9th Street, has eight floors and 85 one-bedroom units and five two-bedroom units, will also receive new exterior painting and sealing of the asphalt parking lot.

Rosa Gragg, built in 1980, located at 520 W 25th Street, has 32 one-bedroom units in duplex configurations will have replacement windows installed for all units and in the clubhouse. Upgrades are planned for the HVAC units which are 15 years old. Energy star rated equipment will be used in the upgrades. Sixteen of the duplex units and the clubhouse will also receive roof replacements.
The Bernice Hutcherson, built in 1980, located at 2000 Wellington Place has 18 one-bedroom units will receive new HVAC upgrades.

The following property conditions on the single family units are being scheduled for upgrades:

- Replacement of heat ventilation and air conditioning units at 349 single family properties
- Improved insulation in all 349 houses to increase heating and cooling efficiencies
- Replacement of 1950 vintage wooden window sashes on 80 houses
- Roof replacement for 23 houses (will complete a six year program to install architect shingles)
- Sidewalk and driveway replacement on approximately 100 houses
- Fence replacement on 30 properties
- Installation of shed at 30 properties.

All needs will be addressed using the Housing Authority's Capital Fund, including funds which are available from the American Recovery and Reinvestment Act of 2009.

Both the Wichita Public Housing and Section 8 Housing Choice Voucher programs received HUD's High Performer rating in 2007 and expect to maintain that in 2008 and 2009.

Barriers to Affordable Housing

The City of Wichita does not have regulatory barriers to affordable housing however it is silent on policy measures which could enhance the availability of affordable housing. The City of Wichita waives building permit, water, and sewer tap fees in the Neighborhood Revitalization Area for new construction. These waivers are established to encourage development within the central city and are most often used by property owners who are improving residential property.

While these examples have served to support affordable housing development, more measures are needed in order to increase the supply of such housing to meet the rising unmet needs.

Specific Housing Objectives: 2009-2010

Objective	Resources	Estimate Funding Amt	Estimated Numbers
Promote homeownership			
A. Increase number of first time home buyers	HOME, local lender pool, local banks and financial institutions	HOME Admin $79,208 HOME 80 $553,122	29
B. Increase number of affordable single family homes for purchase	HOME, local banks and financial institutions, Neighborhood Stabilization Program (NSP)	HOME Admin $79,208 CHDO SF DEV $237,625	6
C. Maintain safe housing for existing homeowners through home repair programs	CDBG, HOME, Affordable Housing Program, non-profits, local builders' associations, local job training programs	Home Repair $493,931 Hsg Dev Loan $400,000 Deferred Loan $ 35,000	240
Assist low to moderate income renters			
A. Maximize Public Housing inventory by maintaining 98+% occupancy	Office of Public and Indian Housing	Rent Sub $1,600,000 Cap Fund $2,100,000	566
B. Maximize Housing Choice Voucher program by maintaining 98+% occupancy	Office of Public and Indian Housing, Supportive Housing Program	PIH HCV HAP $11,800,000	2500
C. Provide funds for repairs to property for rent to low to moderate income renters	HOME, local tax incentive programs		
D. Encourage and participate in development of new affordable rental units	HOME, federal Housing Tax Credit program, local tax incentive programs, City Council endorsement	No Cost	
Assist the homeless population			
A. Provide funds to support emergency services	CDBG ESG	$269,033 $106,461	4,988
B. Provide funds to support transitional housing programs	ESG		
C. Provide funds to establish a resource and referral center	CDBG	$200,000	Homeless community

D. Provide funds to prevent homelessness	ESG HPRP	$12,542 $181,544	43 622
E. Provide affordable permanent housing	CDBG, Office of Public and Indian Housing, Faith-Based partners, community non-profits, HPRP, local general revenues	City of Wichita $143,250 PIH VASH $48,118 Sedgwick Co. $191,368	64
F. Administer homeless assistance	ESG CDBG	ESG $6,263 Housing First $63,605	
Enhance the quality of life for low to moderate income homebuyers, homeowners and renters			
A. Provide information as to how to maintain their housing	CDBG, HOME, Office of Public and Indian Housing, community counseling agencies	In-Kind	
B. Provide information regarding how to purchase a home	HOME, community counseling agencies, CHDOs	CHDO Operating $50,000	
C. Provide information and resources to address the need to modify homes to accommodate special needs	CDBG	NIS Admin $482,173	
Enhance low to moderate income neighborhoods			
A. Fund blight elimination programs	CDBG, HOME, NSP	Demolition $176,000 N'hood Clean-ups $50,000	37 19
B. Fund programs to acquire blighted properties and restore them	CDBG, HOME, NSP	Boarded up Home program $150,000	3
C. Fund neighborhood Infrastructure Projects	CDBG	$500,000	

HOME/American Dream Down Payment Initiative (ADDI)

The City of Wichita will not utilize forms of investment of HOME funds, other than those described in 24 CFR 92.205 (b), and does not plan to use HOME funds to refinance existing debt secured by multifamily housing.

HOME funding and American Dream Downpayment Initiative (ADDI) funding will be utilized to provide down payment and closing costs assistance loans for owner-occupant homebuyers with household incomes not exceeding 80 percent of the median income level for the Wichita MSA. The City's homeownership assistance program is known as HOMEownership 80.

The City will utilize the "recapture" option, in connection with its homebuyer assistance program, as described in 24 CFR 92.254, of the HOME regulation. Financial assistance available under the City's HOMEownership 80 program is provided in the form of loans secured by a second and/or third mortgage with an acceleration clause to call the entire note due and payable in the event of subsequent sale or when the property ceases to be owner-occupied. A statement of owner-occupancy is an element of the second mortgage. In the event the re-sale price of the HOME-assisted property is insufficient to pay for closing costs, sales expenses and outstanding mortgage balances, the HOME subsidy loan may be forgiven in whole or in part, provided the seller (original program participant) does not receive any proceeds from the sale of the home at the time of closing. This provision also apples to foreclosure sales.

The City will not attempt to share in any of the appreciation a homebuyer may realize upon the re-sale of a home. Information regarding these policies is included in the debt instruments and is also covered in pre-purchase counseling that is required in order to participate in the HOMEownership 80 program.

The City of Wichita believes affordability is best achieved by making HOME subsidies available through zero-interest deferred payment loans, which have no monthly payment obligation. By making these loans due and payable upon re-sale, the HOME funding can be "re-cycled" in order to carry out additional affordable housing projects. All loan repayments are considered to be Program Income, and must be used in connection with HOME-eligible projects. HOMEownership 80 loan funds repaid during the affordability period are considered to be "recaptured" funds.

The City's loan documents include a provision for partial loan forgiveness, in connection with its HOMEownership 80 program. Upon expiration of the applicable affordability period, the City will forgive 50 percent of the loan provided for down payment and closing costs, and if a loan for rehabilitation was provided in connection with the purchase, the entire loan will be forgiven following the end of the applicable affordability period.

Funding provided through ADDI will be utilized in conjunction with the City's HOMEownership 80 program, as previously described. ADDI funding will be used to provide zero-interest deferred payment loans to eligible first-time homebuyers, to assist with down payment and closing costs. ADDI funding for any purchase transaction will not exceed six percent of the purchase price of the home or $10,000 whichever is greater, in accordance with the applicable regulations. The City has selected the "recapture" option for loans provided through the HOMEownership 80 program, and will invoke the same requirement for funding provided through ADDI.

The City's Housing and Community Services Department currently publishes a bi-monthly newsletter, "Around the House", which is mailed to residents of Public Housing and Section 8 Program clients. This newsletter serves as a means to conduct outreach to citizens served under these programs, by providing information regarding the availability of ADDI program assistance. Outreach to tenants of manufactured housing will be conducted in the form of mass mailings, and through affirmative marketing strategies undertaken by the City's non-profit housing developers.

Citizens desiring to purchase homes with ADDI assistance will be required to complete a HOMEownership training class, offered through one of the City's approved training providers, in order to prepare them for the home buying process. The training class will cover terminology and the various issues and parties involved in the purchase of a home. Program participants will also be required to obtain first mortgage financing that will comply with standards currently established for the HOMEownership 80 program. "Sub-prime" or "Predatory" financing mechanisms will not be allowed.

HOMELESS

Sources of Funds. During the 2009-10 year, the City of Wichita expects to receive Emergency Shelter Grant (ESG) funds to assist the homeless population by supporting essential services, maintenance and operations and homeless prevention. The City will contract with Catholic Charities, Inter-Faith Ministries, The Salvation Army, the Young Women's Crisis Center and Center of Hope, to provide these services. These organizations were identified through a competitive proposal process and reviewed by a citizens committee prior to approval by the Wichita City Council. Organizations which serve victims of domestic violence will also receive support from the Community Development Block Grant (CDBG) program, Public Services category. Funds will be used for counseling and operational costs of the facilities.

In addition the City of Wichita and Sedgwick County have committed general funds to pay for rent subsidies for chronically homeless persons participating in the Housing First program. In the Housing First program, chronically homeless persons are offered immediate permanent housing with the option of receiving supportive services. All participants agree to meet at least weekly with a case manager and to adhere to the lease requirements. City staff administers this program.

American Recovery and Rapid Re-Housing Program (HPRP) funds will also be available in the Wichita community during the 2009-10 program year. These funds will be used to (rapidly) place homeless persons in permanent housing and to provide financial support to persons who are at imminent risk of becoming homeless, according to HPRP guidelines. The City will contract with community agencies to implement the program. Contracts will be executed following HUD approval of the City's substantial amendment to the 2008-09 Consolidated Plan Annual Plan.

Homelessness. The action plan will provide funding support to each phase of the continuum of services outlined in the Consolidated Plan. Emergency shelter will be provided to homeless individuals and families with support from the ESG program. In addition, victims of domestic violence will receive shelter and counseling through ESG and CDBG funds. There are no obstacles foreseen due to the fact that the homeless services provider network collaborates on a regular basis to avoid duplication and enhance seamless service delivery.

Chronic Homelessness. The Task Force on Ending Chronic Homelessness presented a five-point plan to the Wichita City Council and the Sedgwick County Commission in March, 2008. The five points of the plan are: 1) Establish a one-stop Resource and Referral Center; 2) Implement a Housing First program; 3) Identify strategies to meet unfilled needs for emergency shelter for the next 2-3 years; 4) Identify sustainable funding sources; and 5) Create an oversight committee to ensure implementation of the other four strategies. The oversight committee is in place and the Housing First program has been implemented. A capital campaign to create a Resource and Referral Center is in place; the center is expected to open in 2010. The other strategies have not yet been implemented.

Homelessness Prevention. Homeless prevention will be the focus of programs funded with HPRP funds and will be in place by September 30, 2009. Agencies which will operate this program under contract with the City of Wichita will provide payments for utilities, rent and other eligible costs to ensure that persons at risk, can avoid eviction and become stabilized.

Discharge Policy. The City of Wichita Continuum of Care is working with local and state agencies to ensure that a discharge policy is in place which avoids creating a homeless population among persons who are discharged from various state and local institutions. Policy discussions include Kansas Departments of Social and Rehabilitation Services, Aging, and Corrections. Local participants in the discussion are primarily from Sedgwick County government.

COMMUNITY DEVELOPMENT

The City of Wichita non-housing priority community development needs have been identified in various neighborhood plans. Specifically they include public facilities such as improved sidewalks, street improvements and street layout. These are most frequently mentioned in each of the five plans for the target areas and are therefore rated at the highest priority level.

In addition the neighborhood plans include the need for new or improved neighborhood parks, open spaces and pedestrian walkways.

The plans also stress the need for community gathering places so that residents can be informed and have a voice in their future. The Neighborhood City Halls currently provide that outlet and the Community Development Block Grant-funded positions facilitate the use of those facilities for the benefit of the surrounding neighborhoods. In the One Year Plan, funds are proposed to fund the Neighborhood Assistants to provide this service.

Public services initiatives address priority needs often mentioned in the neighborhood plans as well as in responses to the priority needs survey. Youth programs are specifically mentioned and the One Year Plan proposed to fund afterschool recreation and enrichment and summer youth employment.

One significant investment in non-housing community development needs is the proposed commitment to the capital campaign to create a resource and referral center for homeless persons. This was identified as a need in the Task Force on Ending Chronic Homelessness report in 2008 and is expected to open in 2010.

Code enforcement is being supported in the non-housing community development needs in the form of funds to demolish blighted properties. This has been a consistently high priority need as expressed by residents who live in areas where such blighting conditions exist.

While no economic development activities are proposed in the One Year Action Plan, there will be opportunities for job creation through the City's receipt of funds through the American Recovery and Reinvestment Act of 2009. Additionally, one of the targeted areas is slated to have a comprehensive master plan created. Once that plan is in place there will be public infrastructure, commercial and housing rehabilitation strategies, as well as public services recommendations to address the human capital needs. This will result in a long term strategy to achieve nearly every CDBG program objective, to benefit the low and moderate income residents of the area.

Following is a summary of specific objectives listed in the Housing and Community Development Activities chart. All activities are short term for Year One of the Consolidated Plan, unless otherwise noted.

<u>Public Facilities and Improvements</u>
03: develop or improve 13 parks and/or neighborhood centers
03A: develop one senior center following consultant needs assessment
03C: develop resource and referral center for the homeless

03E: develop or expand neighborhood meeting space in at least one target area
03F: develop new parks in target areas (Long Term)
O3I: create flood drain improvements in target area (Long Term)
03J: create water and sewer improvements (Long Term)
03K: initiate street improvements (Long Term)
03L: complete 5 sidewalk projects

Public Services
05: fund 40 public services projects
05A: provide 20 units of services for seniors
05D: fund 8 youth projects
05E: develop or improve 4 transportation projects
05F: fund substance abuse treatment services (Long Term)
05G: fund 2 projects that serve victims of domestic violence
05H: fund or support one employment training program
05I: fund or support one crime awareness program
05J: fund or support one fair housing activity
05K: fund one project to increase access to health services
05Q: provide support for 4 subsistence payment programs
05S: provide support for 1 rental housing subsidy program

Other
12: provide funds or support for the construction of 10 single family homes
13: provide funds or support for direct homeownership assistance
14A: provide funds for rehab of 9 single unit residential projects
14B: provide funds for rehab of multi-family residential projects (Long Term)
14F: provide funds for 40 improvements to single family properties which increase energy efficiency
14G: provide funds to acquire 20 properties for rehabilitation
14H: provide funds for administration for 2 rehab projects
14I: provide funds for 40 projects which address lead paint testing and/or abatement
15: fund one code enforcement officer assigned to one or more of the target areas
16A: provide funds for 4 residential historic preservation projects
16B: provide funds for 1 non-residential historic preservation project
17A: fund 2 land acquisition projects
19E: utilize CDBG funds to rehab 20 foreclosed properties

Planning
21A: fund 6 positions to administer Consolidated Plan programs
21B: provide funds to cover 5 units of indirect costs to support Consolidated Plan programs
21D: fund 1 fair housing activity

HOPWA
The City of Wichita does not administer HOPWA funds.

CDBG
Acquire 5 units of existing rental units for rehab
Rehab 5 units of existing rental units

Rehabilitate 50 units of existing owner units

HOME
Produce 10 new owner units
Rehabilitate 4 existing owner units
Provide homeownership assistance to 10 homebuyers

Antipoverty Strategy. The City of Wichita will continue to support the programs which are the primary focus of antipoverty strategies. Although not funded through the Consolidated Plan, the City's Career Development Office does receive Community Services Block Grant funds and engages participants referred by the State Department of Social and Rehabilitation Services, to employment and support networks to prepare them for self-sufficiency.

The Wichita Housing Authority will also continue to offer the Family Self-Sufficiency program which is designed to help Housing Choice Voucher holders establish and reach self-sufficiency goals. This program's goal is to maintain a minimum of 200 families in the program.

The City will continue its partnership with the local Internal Revenue Service office to encourage families to apply for the earned income tax credit. And the city will refer clients to case managers who have received SSI/SSDI Outreach, Access and Recovery (SOAR) training so that they can receive assistance applying for Supplemental Security Income benefits.

NON-HOMELESS SPECIAL NEEDS HOUSING

The City of Wichita does not receive HOPWA funding as an entitlement grant. Thus, the needs of persons living with HIV/AIDS are addressed in the context of City programs which serve any special needs population.

The housing needs of special populations are addressed through the Wichita Housing Authority's Housing Choice Voucher program, specifically the Shelter Plus Care component. Partners in the Shelter Plus Care program include Positive Directions, which is an AIDS Service organization. Positive Direction staff make referrals to the Housing Authority and when certificates are available, clients are housed with rent subsidies. Positive Directions provides case management support during the period the client is housed. This program will continue using federal funds made available through the Continuum of Care.

The State Department of Health and Environment contracts with local service providers for delivery of services to this population using HOPWA funds. The City of Wichita is confident in the ability of these providers to work on behalf of their clients by locating suitable housing and providing appropriate supportive services. Following is an excerpt from the Kansas 2009-2013 Consolidated Plan which details the funding and service delivery system:

The University of Kansas School of Medicine-Wichita, Medical Practice Association (UKSM-W MPA), is the program sponsor for the Kansas HOPWA Program. In 1993 the UKSM-W MPA received federal funding to administer a statewide Ryan White, Part C, CARE Act program under the medical direction of Dr. Donna E. Sweet. The UKSM-W MPA HIV program provides primary care for 60 percent of the clients in the Kansas Ryan White Part BV program and over 80 percent of clients in Western, South central, and Southeast Kansas. The UKSM-W MPA HIV program will administer the payment of HOPWA housing assistance and other requests for assistance submitted through the Ryan White case management system.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: U.S. Department of Housing and Urban Development Consolidated Plan (All Districts)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the 2009/2013 Consolidated Plan to post for public comment.

Background: Wichita is recognized as an "entitlement" city by the U.S. Department of Housing and Urban Development (HUD). This is based on a federal formula which looks at total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag.

Analysis: In order to be eligible to receive CDBG, HOME, ADDI and ESG funds as an "entitlement" city, Wichita must have a five year Consolidated Plan. The current 2004-2008 Consolidated Plan will expire on June 30, 2009 and in order to continue to receive these funds, a new Plan must be approved by HUD and in place by then. The purpose of the Consolidated Plan is to establish the community's goals and provide a framework for evaluating funding requests during the Plan years.

The Housing and Community Services Department has solicited input into the design of the 2009-2013 Consolidated Plan from a variety of sources. Surveys were distributed in 2008 and presentations made to a variety of audiences including all District Advisory Boards. The purpose of the surveys was to determine the community's priority needs.

A focus group was held with providers of services to special populations to further refine the needs and strategies for meeting those needs. Staff also reviewed existing planning documents including neighborhood plans and the Wichita/Sedgwick County Comprehensive Plan, *Preparing for Change*, to identify long range strategies for community development. Other documents which were reviewed include the 2006 Needs Survey and Priority Study prepared by the United Way of the Plains and reports from Visioneering Wichita Strategic Alliances.

The data from all of these activities has been written into the 2009-2013 Consolidated Plan. The next step in the process is to post the plan for 30 days to solicit and receive public comment. Following the comment period the plan will be adjusted as necessary and presented to the City Council for final approval and submission to HUD.

Financial Considerations: In the current year (July 1, 2008 – June 30, 2009) just over $4M was allocated to Wichita from all four sources.

Goal Impact: Expenditure of Consolidated Plan program funds will impact Economic Vitality & Affordable Living, Safe and Secure Community, Efficient Infrastructure, Core Area and Neighborhood and Quality of Life goals.

Legal Considerations: HUD has developed a new tool for preparation of the Consolidated Plan. It is not required but recommended. Staff have prepared the 2009-2013 Consolidated Plan using the new tool.

Recommendations/Actions: It is recommended that the City Council approve the 2009/2013 Consolidated Plan to post for public comment.

Attachments: 2009-2013 Consolidated Plan.

GENERAL

Executive Summary

The City of Wichita has identified needs and resources with which to address those needs, in order to achieve the City's vision of a community where everyone can realize a high quality of life. The Wichita community is experiencing ill effects of a weak economy however the goals for a vibrant, dynamic environment remain strong. Components of this Consolidated Plan will provide assistance to those who are experiencing need for the first time as well as to those who have been without the necessary resources to realize the community's vision.

The City of Wichita's top two Consolidated Plan priorities reflect the economic times. Housing and Public Services will receive top priority over the next five years. Safe, affordable housing will provide community stability so that the Public Services which are delivered will have a reasonable expectation of improved quality of life, leading to self-sufficiency for the recipients of Consolidated Plan-funded services.

The community has designated housing as the first priority. The City will address this priority through programs which create and support homeownership: downpayment and closing cost assistance; development subsidies for single family home construction; and home repair for existing homeowners. The City will strive to create a minimum of 250 new homeowners over the next five years. Additionally the City will focus home repair resources in areas of greatest need to create synergy among the area residents. During the 2004-2008 Consolidated Plan period, 162 new homes and 227 new homeowners were assisted.

Public Services will be delivered in partnership with local community agencies and institutions. These partnerships will ensure a maximum return on Consolidated Plan funding resources by leveraging public and private efforts to empower people to overcome issues which limit their ability to excel. Services will include short term assistance such as job training, health care and substance abuse treatment. Long term, sustainable goals will also be included, such as engaging neighborhood residents in empowerment strategies leading to control of their future. The City's Neighborhood City Halls will be focal points in the delivery of public services and in engaging community residents. The City will strive to reach/serve a minimum of 100,000 community residents each year, through services funded with Consolidated Plan resources. During the 2004-2008 Consolidated Plan period 281,980 persons were impacted by programs funded from public services resources.

Other priorities which were identified by the community include community development, infrastructure improvements, services for the homeless, youth programming, maintenance and upkeep of public facilities, economic development and historic preservation.

In Wichita, community development activities will be paired with housing programs to the extent possible, to create a visual impact in areas where the City is investing resources. These activities will include but not be limited to neighborhood clean-ups and dangerous building demolition, to remove blight and unhealthy living conditions. During the 2004-2008 Consolidated Plan period, tons of refuse and discarded tires were removed from neighborhoods – as residents partnered with City staff for the

removal of trash, tires, tree limbs and brush. In the next five years, the City will pair clean-up activities with waste reduction programs.

Infrastructure improvements will also be targeted to areas where housing initiatives are underway. This will include street and sidewalk construction or repair, as well as utility infrastructure such as water and sewer line construction or repair. During the 2004-2008 Consolidated Plan period 47 infrastructure projects were completed.

The City of Wichita is committed to providing services that will create lasting solutions for the homeless population. In 2008, the City/County-appointed Task Force on Ending Chronic Homelessness, issued a report with five recommendations. One of the five is the implementation of a Housing First program. This program is funded through federal resources as well as City and County general funds. The goal is to place and support 64 persons in permanent housing during the first year of operation (2009). In addition the City and County agreed to support the creation of a one stop resource and referral center which was also recommended by the Task Force. The center will provide services to any homeless person or family. A local faith-based program has assumed responsibility for creating and managing the center, which is scheduled to open in 2010.

Youth will continue to be a focus of City programming, primarily as a part of its Public Services resources. Such activities as after school programming and summer employment will be staples of that focus however the City will continue to explore ways to enhance the successful development of youth by supporting community programs such as mentoring and tutoring.

Creating a quality environment for learning and leisure will be the focus of the City's investment in public facilities such as community parks and playgrounds, as well as recreation centers and Neighborhood City Halls. Such investments will enhance the City's plans to provide youth programs as well as youth and adult community education which will lead to self-sufficiency.

Economic development is another of the City's priorities in the 2009-2013 Consolidated Plan, especially related to the development and support of small businesses. Façade improvements for commercial structures will enhance the appearance of low-income communities and lead to community support of neighborhood businesses. Improved appearance and increased support will make it easier to attract other services to the area.

Much of the need in Wichita's housing stock, exists in older neighborhoods. It therefore is important that while improvements are anticipated, that they are conducted so as to preserve the historic character of such areas. Historic preservation strategies will be used where appropriate in the City's revitalization efforts. During the 2004-2008 Consolidated Plan period, nine historic structures received rehabilitation assistance.

Strategic Plan

The Mission of the City of Wichita Consolidated Plan is to create communities of choice where:

- low to moderate income persons have safe, affordable housing;
- residents realize their full economic and personal potential; and
- neighborhoods are healthy, vibrant and provide quality goods and services.

The Vision is that all Wichita communities have the same potential for growth and sustainability.

Geographic Area
Resources of the Consolidated Plan will be focused in:

- Local Investment Areas
- Redevelopment Incentive Areas
- Neighborhood Revitalization Areas.

Basis for Identifying the Geographic Areas
A number of factors led to these designations, all of which are required under federal and state laws and regulations. Following are key features and challenges associated with these areas:

- Appraised residential property values have only increased by 17 to 21 percent in the central area compared to 35 percent citywide.

- Prior to the economic downturn of 2008, Wichita's employment picture was characterized by a lack of available skilled workers, which resulted in a number of unfilled positions. The challenge prior to 2008 was the ability to transform low-skilled workers into the high-skilled workforce desired by the aircraft manufacturers and other durable goods industries.

- In comparison to the entire population, the Neighborhood Revitalization Area (NRA):
    - has twice the percentage of persons with incomes below the poverty level
    - has nearly three times the number of houses built before 1939
    - has a nearly equal numbers of renters and homeowners
    - has homeowners whose home value is less than half that of the entire city.

Obstacles to Meeting Underserved Needs
Several obstacles prevent the mission from being achieved:

<u>Personal financial resources</u>. As the preceding data reflect, there are many residents of Wichita who do not have sufficient resources to address their housing needs. Their options include living in substandard conditions because it is all they can afford, living with housing code violations which are the result of deferred (or no) maintenance, or those living with others or in areas not designed for human habitation. Prospects for increasing the income of the residents of the NRA present significant challenges, given the state of the local and national economy.

<u>Agency financial resources</u>. Many agencies which have traditionally offered assistance to low income persons have seen their resources decline. That includes general government resources which are being stretched thin due to declining revenues. Thus, many services to prevent housing deterioration and

social dysfunction, as well as basic infrastructure maintenance is being delayed. Additionally, funding to administer the Housing Authority's subsidized housing programs has also been steadily declining.

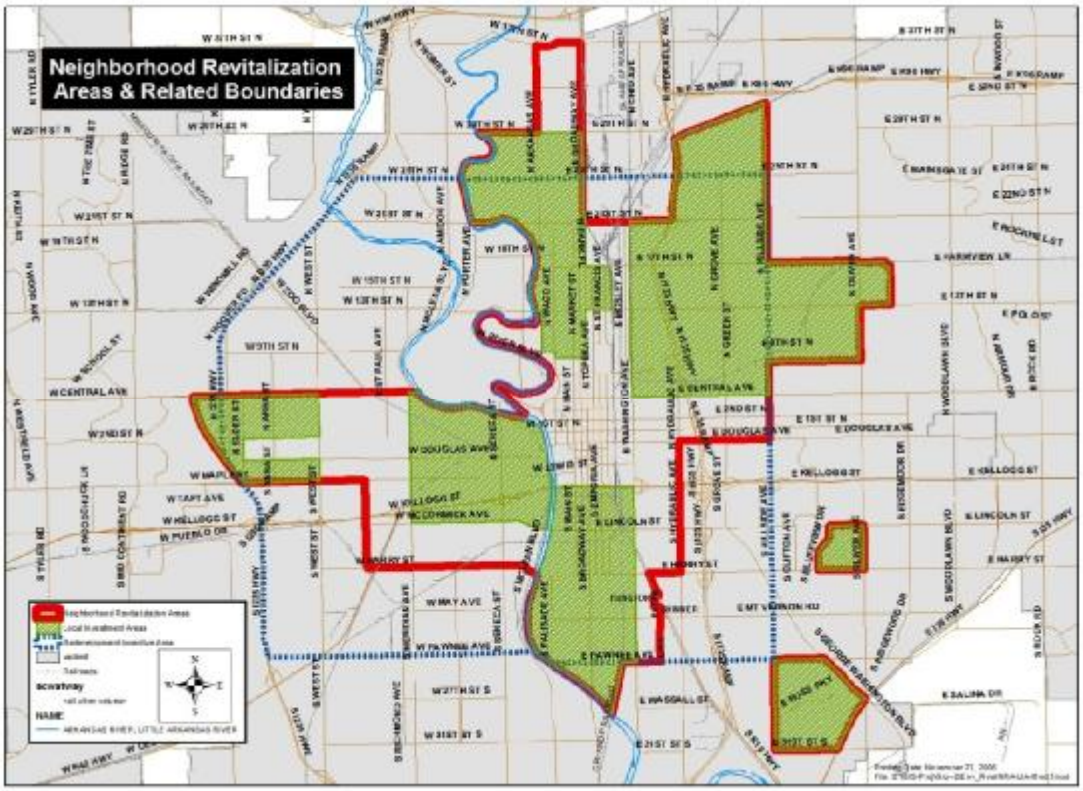
And finally, government resources available through the Consolidated Plan have decreased over the years. In 2002, Wichita received approximately $6M; in 2008 Wichita's entitlement fund allocation was $4.5M.

Lack of information. Despite the use of various forms of media and public presentations, many residents remain unaware of services which could provide assistance to them. Others have a distrust of government which makes them reluctant to take advantage of local programs. And still others do not have legal status which in many cases makes them ineligible for certain government programs and in nearly all cases results in them not requesting services. They become the hidden poor, much like the homeless population has been.

The goal then, of the Consolidated Plan programming, is to develop and fund strategies which will offer relief for the economic challenges facing the Wichita community.

General Questions

The City of Wichita will continue to focus resources in the Local Investment Areas, Neighborhood Revitalization Area and Redevelopment Incentives Area. These areas represent the highest concentrations of low to moderate income populations (66 percent) and racial/minority concentrations (54 percent) according to 2000 Census data. Following is a map which reflects these areas:



Because these areas are in the older, core portion of the city, the residential and commercial building stock is generally less sound than in newer portions of the city. In addition, 13 percent of the existing property is vacant; 47 percent is renter-occupied; and 29 percent of the housing units were built in 1939 or earlier.

It is anticipated that a minimum of 90 percent of the funds received through the Consolidated Plan will be expended in these areas.

One of the greatest obstacles in addressing the needs of this area is its sheer size. There are over 33,000 housing units in the area and over 74,000 residents. In order to make a greater impact, it would be desirable to reduce the size of the area. However this option would put some people and properties at increased risk of the dangers inherent in continued deterioration of their living conditions. Other obstacles include lack of sufficient public (government) funding as well as the low income of the residents of the area, which limits their ability to improve their living and other conditions.

Managing the Process

Lead Agency. The Housing and Community Services Department is the lead agency for developing and administering the programs funded through the Consolidated Plan. The department's mission – to provide housing and related services to benefit the citizens and neighborhoods of Wichita – is consistent with the goals of the funds which are a part of the Plan.

The department is supported by the administrative systems and organizational infrastructure of Wichita City government, which facilitates the approval and execution of contracts, processing payment requests and providing information technology support.

However the primary focus of the department is on the partners who deliver services to the community. Two of the major Consolidated Plan-funded programs are operated by department staff. All others are provided by contract with community agencies. Those agencies provide a feedback system as to needs, while bringing other resources to the table to leverage City funds. Such partnerships include: Sedgwick County government; faith based groups such as Catholic Charities, Inter-Faith Ministries, the Salvation Army, and United Methodist Open Door; community development corporations such as Community Housing Services, Mennonite Housing and Rehabilitation Services, Wichita Indochinese Center and Power CDC; and community service groups such as the YMCA and YWCA.

Consolidated Plan Development Process. Priority needs for the 2009-2013 Consolidated Plan were developed through community surveys which were distributed through formal organizations as well as through neighborhood information networks. Following is a partial list of the groups who were invited to participate in the survey in October and November, 2008: neighborhood organizations, Public Housing tenants, Section 8 Housing Choice Voucher holders, City appointed boards, partner agencies, and elected officials.

Consultations. Following the tabulation of priority survey responses, a group of community service agencies were invited to provide feedback on the survey results through a focus group session held on March 6, 2009. They were also asked to participate in a discussion of the community's social service continuum related to special populations. The following entities participated in the discussions and/or provided written feedback and assessments: Sedgwick County Children's Services; Sedgwick County Department on Aging; Kansas Department of Social and Rehabilitation Services; Sedgwick county Developmental Disabilities Organization; Youthville; Inter-Faith Ministries; Catholic Charities; Urban League of Kansas; Sedgwick County Housing Department; Sedgwick County Health Department; and the Wichita Housing and Community Services Department.

In addition to these types of direct input, the 2009-2013 Consolidated Plan was also prepared after review of the following local planning documents: Wichita-Sedgwick County Comprehensive Plan, *Preparing for Change*; United Way of the Plains 2006 Needs Survey and Priority Study; neighborhood plans from the City's Neighborhood Revitalization Area; and the community-wide Visioneering Plan that was completed in 2004 and which reflects the common vision of thousands who participated in meetings, discussions and review of the Visioneering Plan's six foundations. Following is a summary of each information source.

The community's housing and community development needs are prominent in all documents which were reviewed. In the Wichita-Sedgwick County Comprehensive Plan, *Preparing for Change* Key Indicators of Community Change report (November, 2004), Housing and Neighborhood Revitalization

are among the seven major categories of focus. The Housing goal is "higher densities and greater diversity in new housing stock, including affordable and mixed-use residential and commercial developments"; the Neighborhood Revitalization goal is "revitalization of older Wichita neighborhoods through infill and redevelopment activity".

Neighborhood plans for the target areas reflect consistent themes of housing and community safety. Similarly in its 2006 Needs Survey and Priority Study, the United Way of the Plains found that community residents rank Housing/Affordable Housing, Activities/Programs for Youth, and Infrastructure among the top 10 priority needs.

Early in 2004 the four county metropolitan area, embarked upon a strategy to develop a multi-year "vision" for the area. The result of the effort is titled Visioneering Wichita and has been officially endorsed by all elected bodies. One of the components of the vision is for the region to be a healthy, safe community that has a vibrant recreation, entertainment, arts and cultural focus that embraces diversity and builds pride. This part of the vision is assigned to the Quality of Life strategic alliance, where the needs of older adults are highlighted. Specific strategies include providing safe affordable housing, employment and health care resources. These goals have been incorporated into the 2009-2013 Consolidated Plan.

In addition to the direct survey data, consultations, review of existing 'environmental scans', the City Council was engaged in the compilation of this needs assessment through staff presentations in workshops and during formal business meetings. All such activities were also open and broadcast to the public. For more detail on the survey development and feedback, please see the Citizen Participation section.

Citizen Participation

Summary. Citizens were encouraged to complete a priority needs survey in the months of October and November, 2008. Presentations were made to the six City Council District Advisory Boards, and surveys were left for them to complete and share with their neighborhood associations and others. Approximately 147 persons were in attendance at these presentations.

Survey information was sent to over 1,000 people using the City Council email distribution lists for neighborhood information.

Residents of Public Housing and clients utilizing Section 8 Housing Choice Vouchers were sent a copy of the survey in the Housing and Community Services Department's November/December bimonthly newsletter. Surveys were also mailed to homeowners who were assisted through the HOME program. All were asked to complete and return the survey.

The City of Wichita posted survey information on its website and encouraged readers to download the tool from the website, complete and return it.

An article was placed in a community newspaper which serves a low income and primarily minority audience. The article encouraged readers to access the survey online, print, complete and return it.

Surveys were available at the four Neighborhood City Halls and in the Housing and Community Services Department office. They were also distributed to all local elected officials, City and County departments and local advisory boards.

A total of 197 surveys were returned by the deadline and 171 were usable for tabulation purposes. Survey results are provided in detail in the Priority Needs Analysis and Strategies section of this Consolidated Plan.

Summary of Citizen Comments or Views. Citizens were asked to rank the priority needs by general category and by specific program. The survey was formatted with specific programs to prioritize and a place for additional comments. Several respondents indicated it was difficult to prioritize one group over another, in terms of needs. This was especially evident in prioritizing needs of the homeless population. However at least one respondent indicated that their prioritization was based on the availability of other resources to address certain needs.

The need for crime and fire prevention services was another area which was mentioned by respondents.

Several persons who responded to the priority needs survey also listed specific needs of persons with physical disabilities, such as motorized wheelchairs for shopping in other than the major grocery stores and super centers and more housing for the disabled.

Because non-English speaking persons were not specifically targeted to complete the survey, a special feedback form was distributed in communities where English is not the predominant language. No comments were received.

Broadened Public Participation. The surveys were distributed as indicated. Completion was voluntary and anonymous. However respondents were asked to provide their zip code of residence. The zip code

data reflected a broad area from which responses were received. In addition, when the zip code data was reviewed according to income, it was evident that persons likely to be eligible for services (low to moderate income) were well represented in the response pool:

- there were 22 zip codes represented including one outside the Wichita city limits
- more than 50 percent of the residents in 11 of the survey zip codes, earned less than the median income for Wichita (according to the 2000 Census).

Comments not Included. Comments that were not accepted included those which referred to services which could not be addressed through Consolidated Plan funding such as funds to support a homeowner association database and City-designated buildings as storm shelters. Other services which were mentioned but not included in the priority needs listing are: literacy programs, centers for persons with learning disabilities, graffiti removal, garden club, and expanded City bus service.

Ongoing Public Participation. The City of Wichita is committed to citizen engagement throughout the Consolidated Plan process, including development of the One Year Annual Action Plan. To that end, the City continues to follow a long-standing process of naming a citizens' Grants Review Committee to review annual funding applications and proposals for the following Consolidated Plan programs: women's services, youth recreation and enrichment, summer youth employment, HOME CHDO development funding, and Emergency Shelter Grant funds. The Grants Review Committee represents large and small businesses, neighborhood organizations, neighborhood leaders, County government and the local school district. In addition to their review as a committee, they also conduct public hearings to receive feedback on the applications and proposals, prior to making their funding recommendations.

Institutional Structure

Implementing Structure. The City of Wichita is a full service municipality which is managed by a professional City Manager, with policy direction from the official elected body: Mayor and six Council Members. The City Manager has designated the Housing and Community Services Department as the administrator of the Consolidated Plan. Consolidated Plan–funded programs are carried out by City Departments, and public and private community based organizations.

Strengths and Gaps in the Delivery System. There are no appreciable gaps in the delivery system for Wichita. City departments are professionally managed and have sufficient trained staff to deliver a wide range of services which are eligible for Consolidated Plan funding. These include a full-service Public Works department which routinely manages infrastructure projects for the city at large. The City's Water and Sewer Utility is likewise capable of applying Consolidated Plan resources to water or sewer infrastructure improvements or repairs in the designated areas. The City Manager's office is responsible for Neighborhood Services which provides a number of education and community enrichment activities in all six Council districts and, from the four Neighborhood City Halls which are located in Consolidated Plan targeted areas.

Similarly, many of the City of Wichita's nonprofit partners have developed the capacity to provide services to enhance the community. Services that promote homeownership include the development and construction of single family homes that are marketed to low to moderate income buyers. These agencies are also certified to provide homebuyer counseling which is required for City assistance to first time homebuyers.

Private sector contractors are solicited for repairs on individual homes and upgrades on public facilities. There is no shortage of contractors willing to take on such projects. The City also specifically tries to identify contractors who are Section 3-eligible, thus furthering the objectives of that regulation to benefit low and moderate income persons not only through service delivery but also through contracting opportunities.

Public Housing Strengths and Gaps. The Wichita Housing Authority is a part of the City of Wichita municipality, and is positioned in the Housing and Community Services Department. This placement provides maximum opportunities for the department to provide a complete continuum of housing services – from low/no rent subsidized units to homeownership. Housing Authority staff are City employees and because of the benefits associated with City employment, the Authority is able to attract and retain a qualified staff. Purchasing and contracting for services are governed by the City's administrative policies and practices. The Wichita City Council plus one Housing Authority resident/client, form the eight member governing Board of Commissioners. All official Housing Authority actions are presented to the Board for approval in public hearings and are documented in official City records. This includes budgetary decisions as well as capital improvements and disposition of property.

Priority Needs Analysis and Strategies

Basis for Assigning the Priorities
The priority needs which follow, were identified and prioritized by citizens who completed priority needs surveys.

Priority 1: Housing
1A: Homeownership
1B: Single-family repair
1C: Single-family construction/infill
1D: Single-family rent or mortgage subsidy
1E: Multi-family construction
1F: Multi-family repair
1G: Multi-family rent or mortgage subsidy

The City of Wichita will continue to partner with non-profit and for-profit developers to create affordable housing and to provide downpayment and closing cost assistance to first time homebuyers. Home repair will be an important part of the housing strategies, to maintain current homeowners in homes that are energy efficient and safe. Multi-family housing units will benefit less from direct governmental subsidies but will receive City support from such programs as property tax rebates when projects are undertaken in the Neighborhood Revitalization Areas. The City will also continue to encourage and support developers to finance construction and improvements to provide affordable housing, through the use of federal housing tax credits.

Priority 2: Public Service
2A: Job training
2B: Health care and substance abuse treatment
2C: Crime prevention
2D: Fair housing
2E: Neighborhood outreach
2F: Neighborhood associations

The City of Wichita will support public services as listed above, primarily through partnerships with community service providers. Transitioning to these priorities will require adjustments in the historical funding categories in Public Services. However it will be made easier through partnerships with community agencies which provide job training and health care and substance abuse treatment. Fair housing programs will also be provided by community agencies such as the Urban League of Kansas. Neighborhood outreach activities will be supported by funding neighborhood assistants and creating performance data relative to the number of neighborhood outreach programs delivered and the impact of those programs.

Priority 3: Community Development
3A: Neighborhood revitalization planning
3B: Neighborhood clean ups
3C: Energy conservation
3D: Dangerous building demolition

The City of Wichita will focus on community development activities which involve community residents in planning and implementing their plans. Many low income neighborhoods in Wichita are in need of comprehensive revitalization – from infrastructure to coordination of social service delivery. Demolition of dangerous buildings is a large part of the revitalization process, but must be paired with construction of new, safe structures to restore neighborhood vibrancy. Energy conservation will be a major component of any revitalization plan or strategy, in order to preserve the environment and to reduce the cost of living on neighborhood residents.

Priority 4: Infrastructure
4A: Street construction or repair
4B: Water and sewer line construction or repair
4C: Sidewalk construction or repair

Wichita's older communities are those where the majority of low income persons live. These areas generally have the oldest infrastructure as well. Unfortunately, the residents of these areas can least afford to be assessed the costs of infrastructure improvements and thus, the improvements are deferred. This creates a downward spiral which is only stopped when public resources are invested. Consolidated Plan funding has been a major source of such investments and will continue to be.

Priority 5: Homeless
5A: Children (unaccompanied)
5B: Victims of domestic violence
5C: Families with or without children
5D: Chronic

The City of Wichita and Sedgwick County appointed a Task Force on Ending Chronic Homelessness in 2006. After 18 months of study, the Task Force presented a comprehensive report with five recommendations to end chronic homelessness. In the process, the needs of other homeless populations were also addressed and will benefit from the coordinated services which are a major component of the report. The City and County are investing general funds towards this effort as well as Community Development Block Grant funds.

Programs for unaccompanied homeless children are not being recommended for funding in the current one year action plan, however there are community agencies serve this population. The City will further explore the needs of this special population and determine what additional resources should be directed toward their care.

Priority 6: Youth
6A: Child care services
6B: Youth recreation and enrichment
6C: Summer youth employment

The City of Wichita will continue its commitment to providing services to youth during their leisure time, after school and in the summer. However the community has indicated that child care is a high priority and the City will therefore research specific gaps in that service delivery system and develop strategies to fill them.

Priority 7: Public Facilities
7A: Public parks and playgrounds
7B: City recreation facilities
7C: Neighborhood City Halls

The City of Wichita has invested in facilities and amenities for the benefit of all citizens. Persons who live in the targeted areas are often limited in their leisure options, to those which the City provides. Continuing to invest in community parks and playgrounds, as well as continued support of recreation centers and Neighborhood City Halls will provide an important connection between the City and its residents. As such, these become significant factors in the community's quality of life.

Priority 8: Economic Development
8A: Small business loans
8B: Small business loan guaranties
8C: Special economic development activities
8D: Commercial rehabilitation
8E: Microenterprise assistance

The City of Wichita has supported economic development activities in the targeted areas, with the goal of encouraging private sector development. Private sector involvement is starting to emerge, as evidenced in plans for revitalized neighborhood shopping and service areas. The City will continue to support such efforts through various financing mechanisms such as Tax Increment Financing. It will rely on its community partners to provide direct business loans.

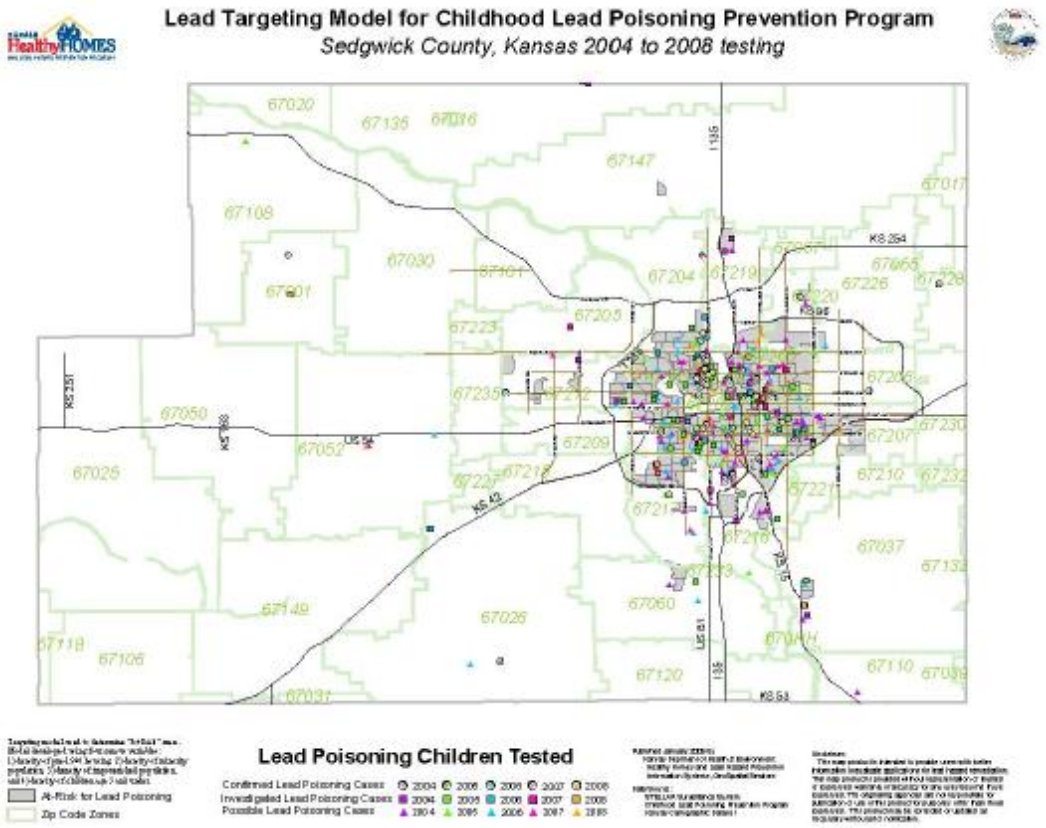
Priority 9: Historic Preservation
9A: Single-family housing repair
9B: Multi-family housing repair
9C: Non residential building repair/restoration
9D: Historic preservationist

As stated previously, the housing and neighborhood challenges for the City of Wichita are primarily centered in its older neighborhoods. While much activity has occurred and is planned to remove blighted structures, rebuild new infill housing, and create new housing subdivisions, the City also recognizes the need to preserve historic properties to maintain the city's character. While not a top priority, the City of Wichita will continue to support historic preservation.

Lead-based Paint

According to the Kansas Department of Health and Environment (KDHE) review of 2000 Census data, 71% of Wichita's housing stock was built before 1978, which impacts approximately 32,905 children between the ages of 6 and 72 months. The estimated number of homes occupied by low and moderate income families which contain lead-based paint hazards is 37,000. They are located in older areas of the city.

The following map was prepared by the Kansas Healthy Homes and Lead Hazard Prevention Program and charts the location of lead poisoning cases which they have investigated in Wichita/Sedgwick County. In 2008, KDHE performed 2,835 tests and found 42 with elevated lead levels.



Not surprisingly, these cases are concentrated in older parts of the community – areas where the average income is below the median for Wichita. An examination of the zip codes with the highest concentrations shows that 55 to 75 percent of the residents in those zip codes have incomes below the median for Wichita according to the 2000 U.S. Census.

The City of Wichita has several programs which are impacted by lead-based paint policies: home repair, homebuyer assistance and housing authority operations. In its home repair programs, staff will continue to perform lead risk assessments on properties which are rehabilitated with CDBG or HOME funds. The program staff are licensed Risk Assessors and receive annual training and updates to their

certifications. They provide clearance reviews on home repair projects where the hard costs are less than $5,000. Homes receiving repair assistance where hard costs are between $5,000 and $25,000, are subject to homeowner notification, renovation by trained and qualified workers, temporary relocation of household members and clearance testing. Regardless of the amount of work performed, all families receive the "Protect Your Family from Lead in Your Home" and "Renovate Right" booklets.

In addition, when homes are purchased with assistance from HOME funds, realtors are required to provide buyers with a copy of the standard lead-based paint disclosure form and booklet when the purchase contract is signed. Copies are maintained in the City's files.

The City also developed a Contract Addendum that is used in connection with the City's down payment and closing cost assistance program. The addendum advises buyers and sellers that the City's funds are subject to the lead paint regulations, that the City presumes lead-based paint is present in structures built before 1978, and that such structures will be inspected by the City to detect deteriorated paint. The seller of such properties is required to correct deficiencies and to obtain the required clearance inspections prior to closing. Clearance statements and Lead Presumption notification forms are provided to the buyers at closing, and buyers are advised that repairs made with City funds will not disturb sufficient surface areas to necessitate formal clearance, but that safe work practices will be utilized.

The City of Wichita Housing Authority completed a process of encapsulating or abating all Public Housing units which are now lead-safe. Tenants are provided with a copy of the Protect Your Family from Lead in Your Home booklet and records associated with the actions taken to remove the lead hazards.

Units occupied by renters using Section 8 Housing Choice Vouchers are inspected preoccupancy, annually and for special inspections. Visual inspection determines the existence of deteriorated paint surfaces in homes built before 1978 and occupied by or could be occupied by children under the age of six or by a pregnant woman. A unit will not pass the Housing Quality Standards inspection until the painted areas are stabilized and have received a clearance examination by a certified clearance examiner. Owners are required to provide families with the Notice and Disclosure form relative to lead-based paint and a report on the results of the clearance examination. Once a property is free of lead hazards, they are inspected for ongoing maintenance.

The Section 8 program also cross references its units with units where children have been identified as having elevated blood levels (EBL) by the Kansas Department of Health and Environment. No Section 8 addresses have matched the state's EBL addresses.

The City of Wichita's commitment to address lead-based paint hazards in the community will include partnering with KDHE and the Healthy Homes and Lead Hazard Prevention Program to seek additional funding to provide more opportunities to completely abate lead hazards in more homes than is currently possible under annual funding allocations.

HOUSING

Housing Needs

The City of Wichita believes that all people deserve safe decent and affordable housing whether they rent or own their home. Housing should provide a barrier to weather, pests, and uninvited visitors. All housing systems including the frame and shell of the structure, windows, doors, electrical, HVAC, and plumbing should operate in the manner in which they were designed.

As housing systems age, malfunction and deteriorate, they need regular maintenance, repair and/or replacement. Depending on household income, the family's financial obligations, knowledge of the issue, landlord interest and means, these systems may or may not receive required care. Deferred maintenance leads to higher housing costs as reflected in increased heating and cooling costs, water leaks which waste this resource and cause structural damage, and electrical problems which can cause personal injury and destruction of property.

Unaddressed deferred maintenance in one or more housing units on a block leads to spot and/or widespread blight. In a short span of time property values decline, owners move out and sell their houses to other homebuyers or investors who rent the property.

Low and moderate income families need sufficient resources to rent affordable well maintained housing units or buy and maintain their own home. They need access to information on how the systems in their homes function and how to maintain them or spot deficiencies long before they become a serious problem. They need to be aware of potential problems when seeking a housing unit.

In March 2009 the City's Office of Central Inspection had 4,465 active housing cases on structures for substandard conditions that affected 8,470 dwelling units: 1,537 were vacant, 563 were boarded up, and 1,145 were placarded for non-occupancy. There was no indication as to how many of the property owners were low income and could not afford to comply with code requirements. Specific data showing numbers of units occupied by renter or owners and numbers of vacant units for rent or sale was not available.

From 2005 – 2007, 15 percent of the population in Wichita lived in poverty. Nineteen percent of related children under 18 were below the poverty level; nine percent of people 65 years and older were in that income group. Twelve percent of all families and 31 percent of families with a female householder and no husband present had incomes below the poverty level.

During the same period Wichita had 145,000 occupied housing units – 92,000 or 63 percent were owner-occupied and 53,000 or 37 percent were renter occupied. Ten percent of the households did not have telephone service and seven percent did not have access to a car, truck, or van for private use.

The median monthly housing costs for mortgaged owners was $1,078, non-mortgaged owners paid $355, and renters $595. Twenty-five percent of owners with mortgages, 12 percent of owners without mortgages, and 46 percent of renters in Wichita spent 30 percent or more of their household income on housing.

It is difficult to determine the annual income according to household size when looking at U.S. Census data. HUD household income data is sorted by the number of people residing in the unit. However, census data however is reported according to income levels. Applying this data to Wichita's average household size of 2.4, the following chart provides the estimated number of households by income levels in Wichita.

Income Level	Percentage of Area Median	Approximate number of Households
Very Low	30%	9,084
Low	50%	19,083
Moderate	80%	24,855
Middle	95%	** 24,855

** Both moderate income and middle income levels fell within the $35,000 to $49,999 range on the Census table.

Homelessness. Details of the City's continuing focus on addressing the needs of the homeless population is discussed later in this plan, however it should be noted that the needs are for permanent, affordable housing as opposed to emergency shelters. This point is worth noting given the fact that the following categories of persons will have similar needs, thus increasing the overall community need.

Victims of Domestic Violence. In 1991 Kansas Legislature mandated that all law enforcement agencies are required to report incidents of domestic violence to the Kansas Bureau of Investigation. In 2007 nearly 7,000 incidents of domestic violence were reported in Sedgwick County and 6,566 incidents were reported by the Wichita Police Department in Wichita with a 47 percent arrest rate. Twenty-six percent of the Protection from Abuse orders filed in the state were from Wichita. (Kansas Bureau of Investigation http://www.accesskansas.org/kbi/stats/docs/pdf/DV2007.pdf).

Perhaps because of the Legislature's reporting mandates or due to actual increases in offenses, statistics for domestic violence incidents are increasing. Wichita Police Department data reflects a trend of increases in domestic violence cases. In 2006, there were 6,394 domestic violence cases filed; in 2007 the number increased to 6,583. The Department participates in the Salons of Hope program in which beauticians and barber shop professionals receive training and referral materials, to help them identify signs of violence and to offer information regarding resources to assist such victims.

A local women's shelter reported in 2008 that 91.5 percent of their clients were very low-income, 4.5 percent were low-income and three percent were moderate income. According to the Continuum of Care, 13 percent of the homeless population in Wichita reported that the cause of their homelessness was domestic violence. Review of the waiting lists for the local Housing Authorities also indicates a large number of persons in search of housing as a result of domestic violence. During 2008, 284 persons indicated that they were victims of domestic violence.

This data suggests that safe affordable options are needed for such victims when they have no alternative to escape abusive situations. Fortunately, the Wichita Housing Authority, through its Section 8 Housing Choice Voucher and Public Housing Programs, follows the regulations in the Violence Against Women Act (VAWA), which protects victims from being evicted when their abuser causes problems in their unit. This protection is one means by which victims of domestic violence do not also become homeless as a result of the abuse.

However, the Housing Authority's policy impacts those who are already housed. The need for affordable housing for victims who are not housed, is estimated to be 100 units over the next five years.

Persons with Disabilities. Affordability is an essential need for many persons with one or multiple disabilities, which may result in their being unable to work and/or having low incomes. Limited availability of housing which is modified to meet their physical needs, is another barrier. Fortunately, some landlords will allow tenants or their agents to modify the dwelling to allow accessibility throughout the unit. Modifications include ramps, wider doorways, creating a doorway in the wall of an adjoining room to allow access to a bathroom, strobe light door bells and smoke alarms. However the tenant is expected to bear the costs of such modifications.

Kansas began a de-institutionalization program for individuals with disabilities in the 1990's with the closure of Winfield State Hospital. Other Developmental Disability (DD) service institutions have either closed or downsized, and now most DD consumers receive support and services in the community. DD consumers typically live with family members or in small group homes, however many would prefer to live independently in the community. While many DD consumers work, most receive SSI and are unable to afford housing in the community without subsidies.
DD consumers often have physical disabilities that require accessible housing. In addition, most cannot afford an automobile or cannot drive, and need to live on a bus route. Individuals with cognitive impairments are frequently exploited in the community, by unscrupulous individuals who take advantage of them through theft or involving them unwittingly in criminal activity. Neighborhood safety is a significant issue for any person with low income, but it is more of an issue for persons with developmental disabilities. Many DD consumers are unable to live their preferred lifestyles due to the lack of affordable housing in safe neighborhoods.

Persons with disabilities who are not able to live completely independently often need group homes or assisted living services. In March, 2009, there were 474 individuals with DD who live with family members, and who are waiting to move into the community. (Sedgwick County Developmental Disability Organization, 2009). In order to meet this need, the community will need to develop at least 474 units over the next five years.

Persons with HIV/AIDS and their families. Throughout the state, people with disabilities, including people living with HIV/AIDS, struggle to find quality, affordable housing in accessible and safe neighborhoods. These populations earn low incomes and face financial obstacles to securing and maintaining housing, including employment instability, eligibility requirements for public assistance programs, and high housing costs.

Many disabled persons and those living with HIV/AIDS, face other obstacles to rental housing or assistance programs and struggle to overcome poor credit or rental histories or previous incarceration records. Housing programs which are affordable, accessible, integrated and available to this population

who may require structured on-site support, such as mental health and or substance abuse services, are not readily available. Few transitional and permanent housing options are available for those who are able to live independently, but require ongoing financial assistance to maintain housing stability. More and more members of this population, who have been living independently, are facing the prospect of decreased incomes and are struggling with the transition to different housing situations and changing support service needs. AIDS Housing of Washington completed a housing needs assessment in 2004, culminating in the *Kansas HIV/AIDS Housing Plan.*

Statewide statistics indicate that 90 percent of the 766 persons living with HIV/AIDS in Kansas, are believed to have unmet needs for affordable and appropriate housing.

Renters. According to the HUD Metro Fair Market Area (HMFA) for Wichita, the 2008 Fair Market Rent (FMR) for a two-bedroom apartment was $622. In order to afford this level of rent and utilities without paying more than 30 percent of income on housing, a household had to earn $2,073 monthly or $24,880 annually. Assuming a 40-hour work week in 52 weeks, this level of income translates into an hourly housing wage of $11.96.

In Wichita during 2008, a minimum wage worker earned an hourly wage of $5.85. In order to afford the FMR for a two-bedroom apartment, a minimum wage earner had to work 82 hours per week, 52 weeks per year. Or, a household would need two minimum wage earner(s) working 40 hours per week year-round in order to make the two bedroom fair market rent affordable.

The estimated mean (average) wage for a renter was $12.65 an hour in Wichita in 2008. In order to afford the FMR for a two-bedroom apartment at this wage, a renter must work 38 hours per week, 52 weeks per year. (National Low Income Housing Coalition profile for Wichita HMFA 2009).

Monthly Supplemental Security Income (SSI) payments for an individual were $637 in Wichita. If SSI represents an individual's sole source of income, $191 in monthly rent is affordable at 30%. The 2008 fair market rent in Wichita for a one-bedroom apartment was $473. (National Low Income Housing Coalition Out of Reach 2007-2008 report). Thus, the gap between income and rental housing affordability is large and will continue to grow without intervention.

Housing Authority Wait Lists. During the course of the year (2008) over 3,800 families were on the Section 8 wait lists for Wichita and Sedgwick County. During that same period 1,086 households were on the Public Housing wait list. The following tables reflect the unit sizes needed for those families.

Housing Authority Wait List	Number of Families Waiting per Unit Size										
	1	2	3	4	5	6	7	8	9	10	11
Sedgwick County Section 8	110	95	55	10	3						
Wichita Section 8	1,345	856	609	397	302	70	18	8	3	0	1
Wichita Public Housing	677	281	79	43	6						

The following analysis of the demographics of persons who applied for Section 8 Housing Choice Vouchers is based on self-declarations: 592 claimed a disability, 422 were homeless, 430 indicated they were engaged in upward mobility activities, and 284 reported being victims of domestic violence.

Client ages at the time of application and numbers of applicants were as follows: ages 18-54 (3,271), 55-61 (163), 62-64 (54) and 65+ (121).

Ninety percent of the families on the wait list were extremely low-income, eight percent were low-income, one-percent was moderate income and one-percent was middle income – again, based on declarations made on the preliminary application.

The ages of Public Housing applicants at the time of application and the number of applicants in each age group were: ages 18-54 (893), 55-61 (139), 62-64 (22) and 65+ (32). Ninety-five percent declared that they have a disability.

A neighboring jurisdiction, Sedgwick County Housing Authority (SCHA) has a small Section 8 housing choice voucher program that covers all of Sedgwick County outside the City of Wichita, Butler County to the east and Harvey County directly north of Sedgwick County. SCHA has 342 vouchers, is nearly 100 percent leased up with 273 families on their waiting list (see table above) – 71 of whom claimed a disability at the time of applying for assistance. Following are the ages of persons on the Sedgwick County wait list: 18–54(240), 55–61 (10), 62-64(6), 65+ (17).

Income vs. Mortgage Payments. The 2000 Census shows 16 percent of all mortgage holders of owner-occupied units paid more than 30 percent of their 1999 household income for housing related costs. There is no indication how many of the households had low-to-moderate incomes.

The housing foreclosure crisis of 2008-2009 is one indicator of how many families were cost burdened by their mortgage payments. The Sedgwick County Register of Deeds reported 2,066 mortgage foreclosures in Wichita during 2008. The number was up from 1,851 in 2007. (January 23, 2009: Wichita Business Journal - Chris Moon. "Home foreclosures rise 12 percent in 2008, but Wichita, Kansas well below U.S. averages").

As recovery efforts are planned, City officials estimate that up to 50 new homes per year, can be developed with expected funding, to meet the needs of those who are cost burdened.

Seniors (Elderly). Low to moderate income seniors often have special needs related to safe affordable housing. According to the 2000 Comprehensive Housing Affordability Strategy (CHAS) 4,210 elderly renters and 4,518 elderly homeowners suffer from cost burden in Wichita. In addition to the

affordability issue, seniors who are homeowners often lack the resources to make repairs and modifications necessary to enable them to stay in their homes and age in place. Seniors frequently defer maintenance because of inadequate financial resources and/or health care costs. Lack of knowledge or skill to make or pay for repairs leads to deterioration. In a survey conducted in 2008 by the Central Plains Area Agency on Aging, 30 percent of the respondents stated their homes needed modifications to make it easier to live at home. Fifteen percent of seniors said they wanted to downsize and find a more manageable and affordable dwelling.

Using CHAS data for Wichita, a commitment of resources necessary to create 200 rental or ownership units/year, with universal design features, would address the current and anticipated housing needs for the elderly.

Single Persons. Single persons can have great difficulty finding affordable housing with just one income. According to the 2000 census, just over 24,000 single persons had incomes less than the poverty level in Wichita. Housing that is affordable for such singles, whether rental or owner-occupied, is more likely to have deferred maintenance or serious defects including environmental hazards such as mold or to be located in a depressed or unsafe location. Over 50 percent of the persons on the waiting lists for Section 8 or Public Housing in Wichita (2008) were single, which confirms the difficulty this population has in locating affordable housing.

Given the census data, to close the gap and provide more affordable housing options for single persons, a minimum of 100 units of affordable rental or ownership units/year, will be needed.

Large Families. 24 CFR 91.5 defines a large family as having five or more persons. The 2008 wait list data for the Wichita and Sedgwick County Section 8 Housing Choice Voucher program and Public Housing programs, reveals 411 households with five or more members. These families face a major challenge in locating affordable housing units with enough rooms to accommodate a large family without overcrowding.

The 2000 Census describes overcrowding as having more than one person per room in a unit or 1.01 or more occupants per room. The Census does not distinguish between family sizes but reports that 5,879 of 139,008 occupied housing units in Wichita were overcrowded.

Racial and Ethnic Groups. Housing needs defined by racial or ethnic group are not immediately available however certain conclusions can be drawn from the fact that most racial and ethnic groups live in the lower income census tract areas. The assumption is that many of the persons in these groups living in these areas, have affordable housing needs. Specific estimates of need are not, however, available.

Concentrations of racial/ethnic minorities and or low-income families.

Changes in Minority Population Numbers and Distribution. The purpose of the following is to present data collected by the 2000 Census and illustrate changes that have occurred since 1990 in the Wichita-Sedgwick County population. This summary is not all-inclusive, but gives results of the early data released by the Census Bureau.

Between 1990 and 2000, Sedgwick County population grew 12.2 percent, from 403,662 to 452,869. Tables 1 and 2 show how the white and primary minority populations changed in comparison to the overall population changes for Wichita and Sedgwick County during the previous decade.

Table 1: Change in Wichita White and Minority Populations

		Hispanic or	Non-Hispanic	Non-Hispanic	Non-Hispanic
	Total Population	Latino	White	Black	Asian & Pacific Is.
1990 Wichita Totals	304,011	15,250	243,989	33,765	7,592
1990 Wichita % of Population	100.0%	5.0%	80.3%	11.1%	2.5%
2000 Wichita Totals	344,284	33,112	246,924	38,732	13,711
2000 Wichita % of Population	100.0%	9.6%	71.7%	11.3%	4.0%
Wichita Percent Growth	13.2%	117.1%	1.2%	14.7%	80.6%

Table 2: Change in Sedgwick County White and Minority Populations

		Hispanic or	Non-Hispanic	Non-Hispanic	Non-Hispanic
	Total Population	Latino	White	Black	Asian & Pacific Is.
1990 Sedgwick Co. Totals	403,662	17,435	337,788	35,516	8,513
1990 Sedgwick Co. % of Population	100.0%	4.3%	83.7%	8.8%	2.1%
2000 Sedgwick Co. Totals	452,869	36,397	345,925	40,748	15,250
2000 Sedgwick Co. % of Population	100.0%	8.0%	76.4%	9.0%	3.4%
Sedgwick Co. Percent Growth	12.2%	108.8%	2.4%	14.7%	79.1%

Figures 1 through 6 (maps on following pages) show the percentage distribution of the primary minority groups in 1990 and 2000 by census tract. In each case, a census tract shown in white means the minority population being shown is at or below the 1990 countywide average for that population group. Since this is the case for most all of the rural areas of the county, the maps have been modified to give a close-up of areas where the population group's percentage is above the 1990 countywide average.

Figures 1 and 2 show increases in Hispanic population in the central part of Wichita with larger concentrations north and south of the central business district and in Planeview. Figures 3 and 4 show an increase and eastward shift in Black population in the northeast part of Wichita and wider distribution of Black population in southeast Wichita. Figures 5 and 6 show increases of Asian and Pacific Islander population throughout Wichita and northeastern Sedgwick County.

Areas of minority concentration is defined as numbers greater than 50 percent of the area population.

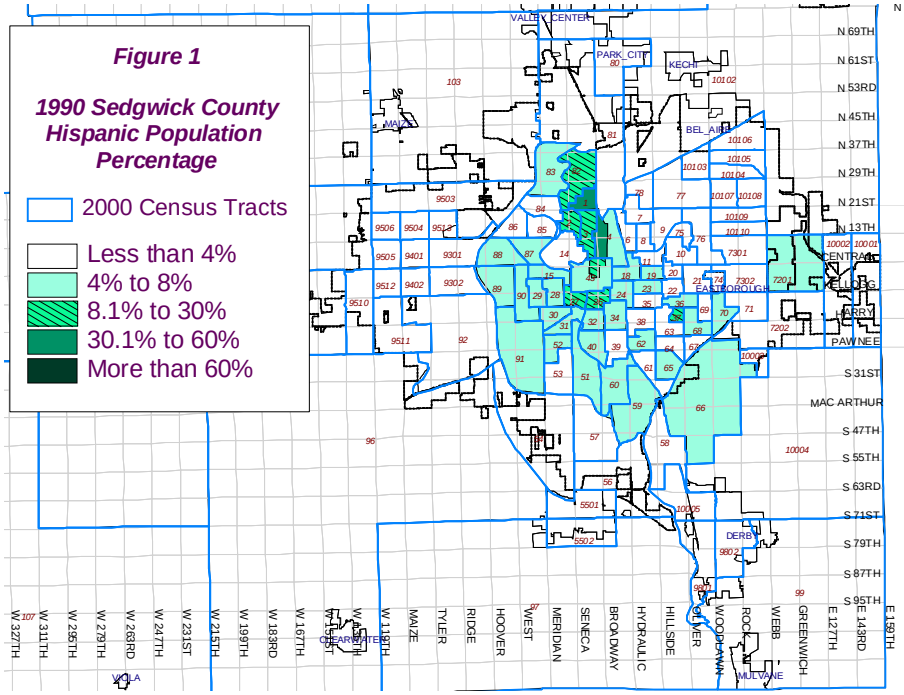


Figure 1
1990 Sedgwick County Hispanic Population Percentage
2000 Census Tracts
Less than 4%
4% to 8%
8.1% to 30%
30.1% to 60%
More than 60%
VALLEY CENTER
PARK CITY
KECHI
BEL AIRE
MAIZE
EASTBOROUGH
DERBY
VIOLA
CLEARWATER
MULVANE
N 69TH
N 61ST
N 53RD
N 45TH
N 37TH
N 29TH
N 21ST
N 13TH
CENTRAL
ELLIOTT
HARRY
PAWNEE
S 31ST
MAC ARTHUR
S 47TH
S 55TH
S 63RD
S 71ST
S 79TH
S 87TH
S 95TH
W 327TH
W 311TH
W 295TH
W 279TH
W 263RD
W 247TH
W 231ST
W 215TH
W 199TH
W 183RD
W 167TH
W 151ST
W 135TH
W 119TH
MAIZE
TYLER
RIDGE
HOOVER
WEST
MERIDIAN
SENECA
BROADWAY
HYDRAULIC
HILLSIDE
OLIVER
WOODCHUCK
ROCK
WEBB
GREENWICH
E 127TH
E 143RD
E 159TH

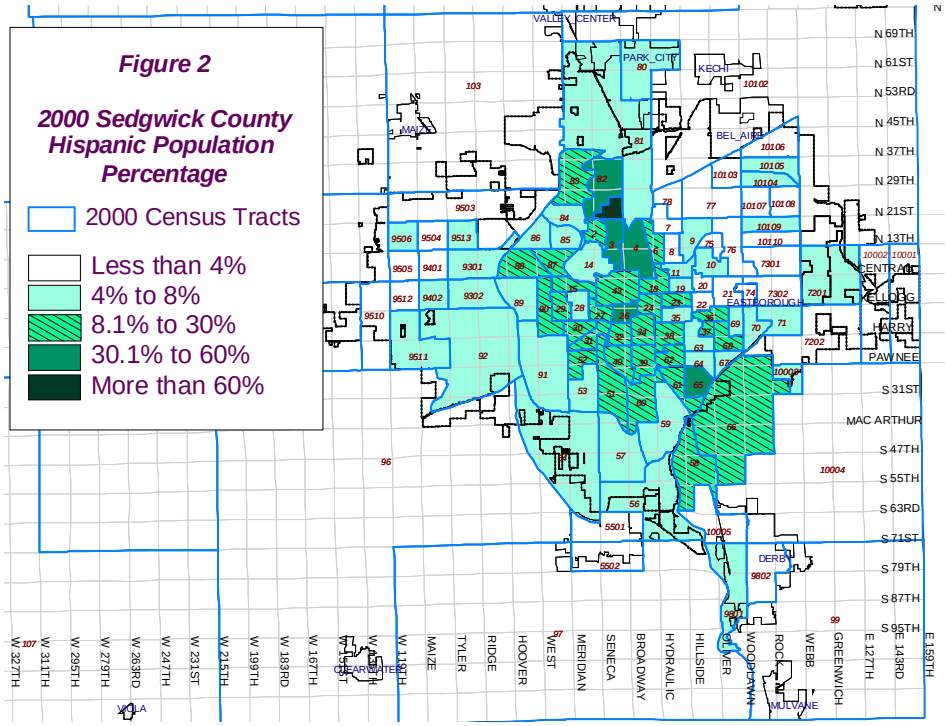


Figure 2
2000 Sedgwick County Hispanic Population Percentage
2000 Census Tracts
Less than 4%
4% to 8%
8.1% to 30%
30.1% to 60%
More than 60%
VALLEY CENTER
PARK CITY
KECHI
BEL AIRE
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EASTBOROUGH
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W 263RD
W 247TH
W 231ST
W 215TH
W 199TH
W 183RD
W 167TH
W 151ST
W 135TH
W 119TH
MAIZE
TYLER
RIDGE
HOOVER
WEST
MERIDIAN
SENECA
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WEBB
GREENWICH
E 127TH
E 143RD
E 159TH

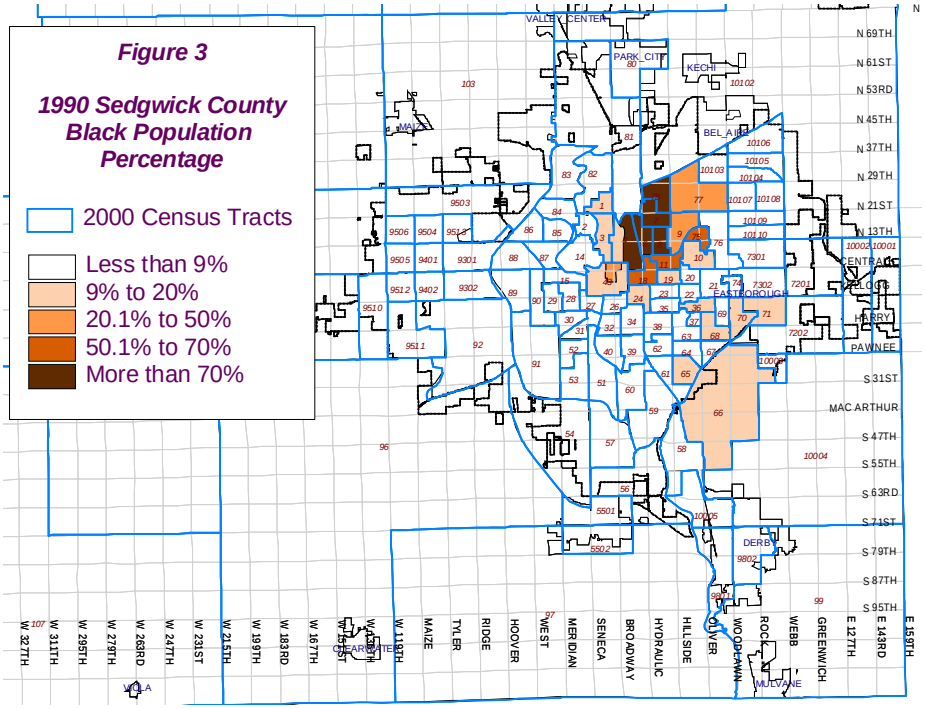
Figure 3
1990 Sedgwick County Black Population Percentage
2000 Census Tracts
Less than 9%
9% to 20%
20.1% to 50%
50.1% to 70%
More than 70%
VALLEY CENTER
PARK CITY
KECHI
BEL AIR
MAIZE
EASTBOROUGH
CENTRAL
WICHITA
HARRY
PAWNEE
MAC ARTHUR
DERBY
MULVANE
VIOLA
N 69TH
N 61ST
N 53RD
N 45TH
N 37TH
N 29TH
N 21ST
N 13TH
S 31ST
S 47TH
S 55TH
S 63RD
S 71ST
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S 87TH
S 95TH
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W 279TH
W 263RD
W 247TH
W 231ST
W 215TH
W 199TH
W 183RD
W 167TH
W 151ST
W 135TH
W 119TH
MAIZE
TYLER
RIDGE
HOOVER
WEST
MERIDIAN
SENECA
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E 127TH
E 143RD
E 159TH

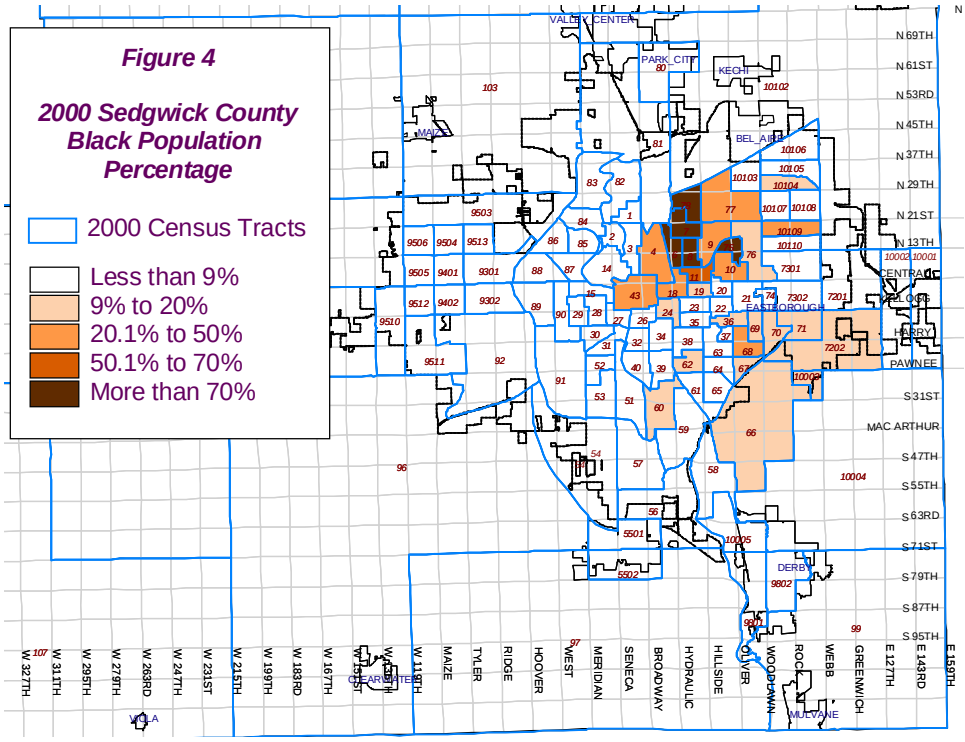
Figure 4
2000 Sedgwick County Black Population Percentage
2000 Census Tracts
Less than 9%
9% to 20%
20.1% to 50%
50.1% to 70%
More than 70%
VALLEY CENTER
PARK CITY
KECHI
BEL AIR
MAIZE
EASTBOROUGH
CENTRAL
WICHITA
HARRY
PAWNEE
MAC ARTHUR
DERBY
MULVANE
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W 231ST
W 215TH
W 199TH
W 183RD
W 167TH
W 151ST
W 135TH
W 119TH
MAIZE
TYLER
RIDGE
HOOVER
WEST
MERIDIAN
SENECA
BROADWAY
HYDRAULIC
HILLSIDE
OLIVER
WOODCHAIN
ROCK
WEBB
GREENWICH
E 127TH
E 143RD
E 159TH

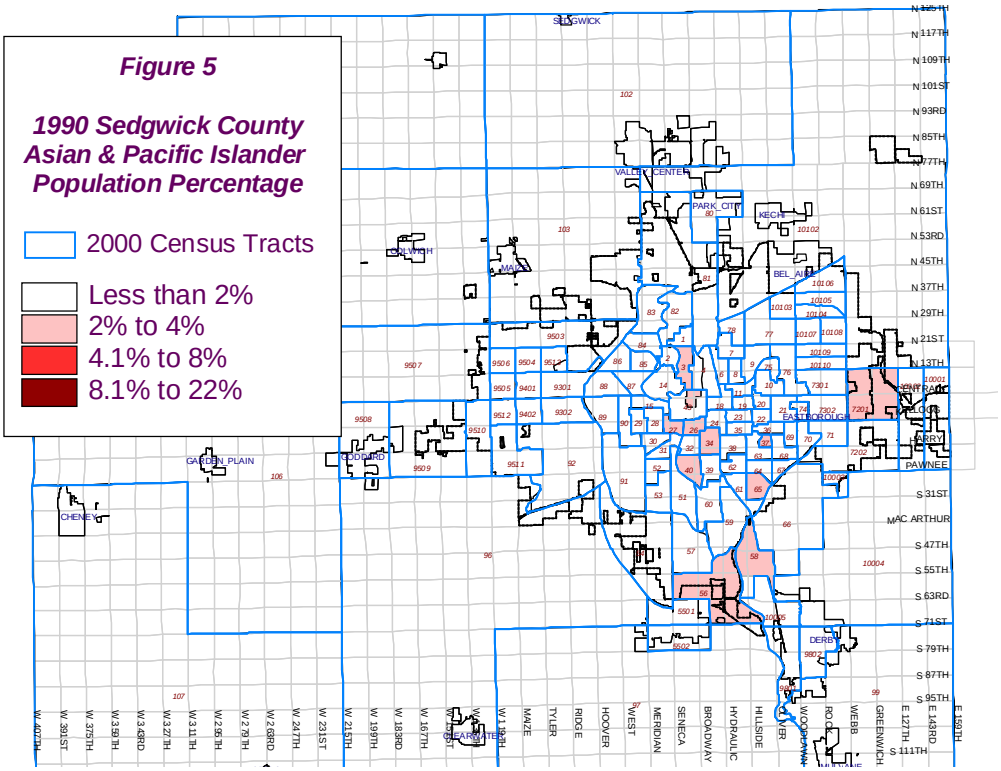
Figure 5
1990 Sedgwick County Asian & Pacific Islander Population Percentage
2000 Census Tracts
Less than 2%
2% to 4%
4.1% to 8%
8.1% to 22%

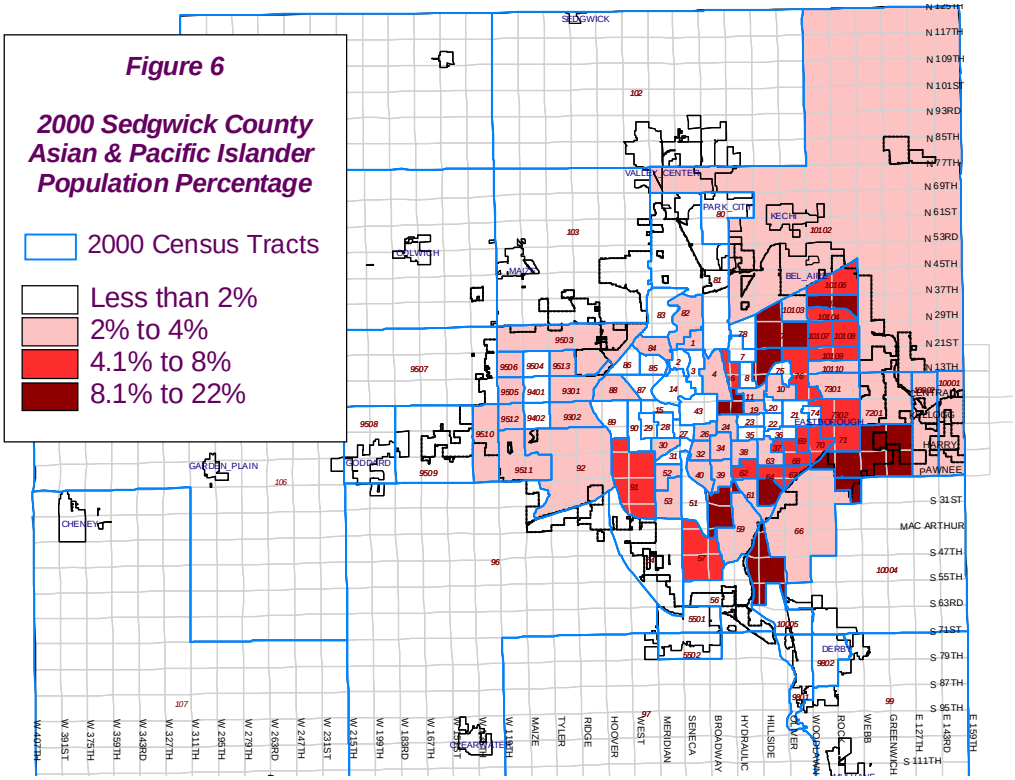
Figure 6
2000 Sedgwick County Asian & Pacific Islander Population Percentage
2000 Census Tracts
Less than 2%
2% to 4%
4.1% to 8%
8.1% to 22%

Priority Housing Needs

Identification. Wichita Housing and Community Services (WHCS) staff prepared and distributed a survey seeking citizen input from throughout the community including the people who receive direct services from WHCS. Survey results identified housing as the number one priority and homeownership, single family-repair, single-family construction/infill, single-family rent or mortgage subsidy, multifamily construction, multifamily repair, and multifamily rent or mortgage subsidy as priority sub-activities of housing.

The CPMP Housing Needs Table reflects the community survey results and lists all housing activities as either high or medium priority. All will be funded either with entitlement program dollars, Public Housing or Section 8 tenant based assistance, other resources such as affordable housing funds from the Federal Home Loan Bank, American Recovery and Reinvestment Act of 2009 funds, and other resources within or outside the community as a whole.

Analysis of Housing Market Characteristics. The population is growing older with a median age of 43. Almost 12 percent of the population is age 65 or older. Seniors prefer to live active independent lifestyles. They want to age in place rather than go into assisted care or nursing home facilities. In order to remain in their homes, they need to make modifications for greater accessibility and safety. Modifications may include grab bars in the bathrooms, larger bathrooms, and wider door ways to accommodate wheelchairs or scooters. Housing rehabilitation may also include new roof or repairs, repairs or upgrades to electrical and plumbing systems, and energy related installations of higher efficient HVAC, replacement windows and doors plus insulation in walls and attic, given that the homes are most likely of older construction.

The rental market has an eight percent vacancy rate and the 2009 market is too soft currently for developers to invest in multifamily property. However the rental market is expected to improve in 2010 (Red Capital Group Market Overview, Wichita Kansas, August 2008). The demand for Section 8 tenant based assistance and Public Housing is strong with waiting lists averaging six to nine months. There are six Section 8 Project-Based apartment developments in Wichita, for persons who are age 62 or older.

Existing home sales predicted to be 11 percent lower in 2009 than in 2008 (Wichita State University - Center for Real Estate). Wichita unemployment reached 6 percent in February 2009. Good credit scores are more important than ever for homebuyers now that financing has tightened after the subprime mortgage disaster. Homebuyers must have savings to support 3 percent – 5 percent or greater down payment. According to The Wichita State University - Center for Real Estate, the median sales price for a home in Wichita in 2009, is $93,000 for a two-bedroom home constructed in 1957 with a full finished basement and a one car attached garage. Down payment assistance and/or federal tax credits are available for first time homebuyers.

Basis for Assigning Priority. Activities involving elderly renters and owners at each income level in the table received high priority ratings in the table. This is based primarily on the fact that this population is generally on fixed incomes which creates affordable housing challenges, especially for those whose incomes are in the low to moderate range. Unlike young families or young to middle-aged single persons, seniors have a much lower earning potential. Their income is not likely to increase, but their housing costs will in most cases rise.

All activities involving families at or below 30 percent MFI are rated as high priority due to the severity of rental or owner-occupied related cost burdens reflected in census data.

Renters with household income <30% MFI
Elderly, Small Related, Large Related, All other households. All activities for these populations have a high priority status because of the difficulty in finding affordable housing. In many cases these populations will require subsidized housing. The Wichita Housing Authority's resources are limited by federal funding, as evidenced by the historically long waiting lists for all programs. The Housing Authority will be resource to address this problem, however other federal resources will be used to improve rental property while continuing to make it affordable. The City will continue to support developers who utilize federal tax credits to finance construction or rehabilitation of rental property which is another source of affordable housing for the community.
Owners with household income <30% MFI
Elderly, Small Related, Large Related, All other households . All activities for these populations are also rated as high priority. Housing conditions affecting health and safety of the residents are less likely to be repaired relying solely on the resources of households at this income level. The City will continue to commit Community Development Block Grant and HOME funds for home repairs for low to moderate income households. The City will also encourage such homeowners to take advantage of weatherization programs which are offered through the South Central Kansas Economic Development District.

Renters with household income >30 to <50% MFI
Elderly, Small Related, Large Related, All other households . All activities for these populations will be considered a medium priority, with the exception of elderly persons. All elderly housing needs will be given a high priority for the reasons stated earlier in this section. The resources used to address the needs of renters earning 30 to 50 percent of the area median income, will be the same as the resources for the same populations who earn less than 30 percent. The Housing Authority will provide such housing as is possible given limited funds. The City will also support and encourage developers to utilize financing strategies such as housing tax credits to create or sustain affordable rental property. This population group will also be evaluated for eligibility for homeownership opportunities available through the City's HOME-funded first time homebuyer program.

Owners with household income >30 to < 50% MFI
Elderly, Small Related, Large Related, All other households. The needs of this population group (except the elderly) are rated as medium priority based on their comparatively higher incomes. However the City's experience is that many of such homeowners do in fact rely heavily on City-funded home repair programs, including those that 'buy-down' the interest rates on bank loans for home repair. Other sources of funds to address the housing needs of this population include affordable housing program funds through the Federal Home Loan Bank and weatherization program funding through the South Central Kansas Economic Development District.

Renters with household income >50 to <= 80% MFI
Elderly, Small Related, Large Related, All other households . Because of their relatively higher income, the housing needs for this population are rated as medium priority. Again, this does not include the elderly in this population group because all elderly housing needs are considered as high priority. The City will use CDBG and HOME funds for repairs to rental units. In addition HOME funds may be blended with other fund sources to create new or newly refurbished rental units which are affordable for this population. Tax credit financed properties will also be a resource and will receive City support. First

time homebuyer opportunities funded by the HOME Investment Partnership Program may be a more affordable option than renting, for some families in this income range.

Owners with household income >50 to <= 80% MFI
Elderly, Small Related, Large Related, All other households. The needs of all homeowners in this income group except the elderly, are considered medium priority. In most cases their needs will be related to repair of older systems or emergency, health and safety repairs to their homes. CDBG and HOME will be the primary fund sources for these programs.

Obstacles to Meeting Needs. The primary obstacle facing the City of Wichita is funding. Federal funds continue to decrease in all categories, reducing the ability to fund home repair programs, create new affordable housing, provide assistance to first time homebuyer, and provide subsidized rental housing. The City has worked hard to reduce the impact of yet another obstacle – the reluctance of persons in need to request or accept City assistance. This is most prevalent in the elderly populations who fear they will lose their homes if the City provides assistance. This situation is improving however, due to program modifications in several of the City's home repair programs.

Housing Market Analysis

Significant Characteristics

Supply. The 2000 Census reports a total of 139,008 occupied Housing units in Wichita. Almost 98,400 were single family units.

City of Wichita Housing Stock: 2000 Census		
Units in Structure	Number	Percentage
1 Detached	92,853	66.8
1 Attached	5,543	4.0
2 units	5,279	3.8
3 or 4 units	7,607	5.5
5 – 9 units	4,959	3.6
10 – 19 units	6,535	4.7
20 + units	10,868	7.8
Mobile homes	5,293	3.8

Condition. Seventy-one percent of the housing stock in Wichita was built before 1978. Almost 48,000 units were constructed between 1940 and 1959. The Sedgwick County Appraiser's Office reported in March 2009 that Wichita had a total of 123,276 residential properties. 46 were Excellent, 931 – Very Good, 12,389 – Good, 85,516 – Average, 19,453 – Fair, 4,095 – Poor, 620 – Very Poor, and 226 – Unsound. The 2005 – 2007 U.S. Census reported 18,224 vacant residential properties.

As of March 2009, Wichita's Office of Central Inspection had 4,465 active housing cases (structures) for substandard conditions for a total of 8,470 dwelling units. Of those structures, 1,537 were vacant, 563 were boarded up, and 1,145 are placarded for non-occupancy. Over 850 of the 4,465 structures were owner- occupied.
Vacant or abandoned properties that can be rehabilitated. At the start of 2009, Wichita's Office of Central Inspection (OCI) had listings of 400 vacant properties designated as neglected building cases. This list is separate from those detailed above as housing cases. The primary difference is that it is believed that these properties could be rehabilitated into habitable dwelling units.

Thus, while Wichita does have deteriorated and blighted housing stock, the magnitude is not as severe as in many communities. Nevertheless, the number of occupied units with active housing cases reflects an affordability gap in most instances.

Cost of Housing. Wichita is in a unique position with respect to housing costs. It has been identified as being an affordable place to live for persons with incomes higher than 80% of median family income. New housing costs are much lower than other parts of the nation. This statement is supported by numerous sources, such as the Greater Wichita Economic Development Corporation, which reports:

Housing is a particular bargain in the Wichita market. The median selling price of existing (previously owned) single-family homes in the Wichita metro area was $112,700 in the First Quarter 2008 survey by

the National Association of Realtors. Wichita ranked 27th lowest of 151 reporting metro areas; and $83,600 or 43% below the national median price of $196,300.

Wichita is ranked #2 in 10 Most Affordable Markets to Own a Home by Bizjournals.com. Considering rankings for total housing payment as percent of income, average monthly mortgage payment and median household income per month – Wichita is at the top. According to this BizJournals.com survey, Wichita is nearly $400 below the national average on total monthly housing payments.

The concern, then, is for housing that is affordable to persons with lower incomes. In that respect Wichita is not unlike many other urban areas where safe, affordable housing is out of the reach of many of its lower income citizens.

Availability to persons with disabilities. The Sedgwick County Developmental Disability Organization (SCDDO) contracts with 10 residential service providers who own and lease houses and apartments for their clients/referrals. By law, no unit may house more than eight individuals; the vast majority of houses are much smaller. In fact, there are more individuals who lease apartments on their own and receive residential services from a licensed agency than there are people in eight bed units. Residential providers have given SCDDO the addresses of 288 homes or apartments where Developmentally Disabled (DD) consumers are supported. Of those, 30 are leased by DD consumers. Approximately 250 units are affiliate owned or leased. Of the 250, there are only five that are designed to serve eight individuals. Local agencies that manage or arrange housing for persons with disabilities include Mental Health Association, Sedgwick County COMCARE, Breakthrough, Starkey, KETCH, Rescare, Inter Faith Ministries, and the Independent Living Resource Center.

Special needs/HIV/AIDS and their families. KC Estates, Kouri Place Apartments, Richmond Place and The Timbers are four properties having a total of 142 units between them, which have been designated for special need populations. A HUD Section 811 Capital Grant funded KC Estates for housing persons with HIV/AIDS. Low-income housing tax credits were used to fund Kouri Place and Richmond Place properties. The Timbers is a Section 8 Project Based property.

Affordable and/or Assisted units. As of the third quarter of 2008 Wichita had 62 affordable housing apartment communities containing a total of 3,913 units for families and the elderly. Family designated developments accounted for 2,905 units funded with Low Income Housing Tax Credits and/or federal HOME Investment Partnerships program funds. Thirteen developments designated for elderly have 866 units for low income seniors. The following details are reported in the Kansas Housing Resources Corporation's Multi-family and Single Family Rental Developments report for July 29, 2008 and the Sedgwick County Housing Directory (July 31, 2008): three of those properties with a total of 269 units were developed as Section 8 Project Based units for persons age 62 and above; four properties with a total of 206 units were funded under the federal Section 202 capital grant program for senior only designation; one 100-unit Section 8 Project Based property for persons with disabilities; and, six properties were funded with Low Income Housing Tax Credits with a total of 391 units for persons 55 and older. One property with seven units was funded with Section 811 capital grant for persons with HIV/AIDs.

The following table summarizes information on the affordable and/or assisted units in Wichita, which are identified as multi-family or elderly housing, and housing for persons with special needs. Funding source abbreviations are as follows: HTC – Housing Tax Credits, FDIC – Federal Deposit Insurance Corporation, PAB – Private Activity Bond, CHDO – Community Housing Development Organization, Sec 8

PB – Section 8 Project Based Assistance, Sec 202 – Section 202 Senior Only Age 62+, Sec 811 – Section 811 for persons with HIV/AIDS. Number of units restricted to low to moderate income tenants is a result of requirements of the funding source. Where market units are also available, that figure is included as well.

Affordable Housing Units in Wichita, Kansas				
Development	Year Const	Funding Source	No. Units Restricted for LMI Tenants/Market	Occupancy
21st St Residences	1995	HTC	75	Elderly
Berkshire Apts	1989	HTC	90	Family
Berkshire Apts II	1990	HTC	66	Family
Berkshire Apts III	1992	HTC	56	Family
Berkshire Apts IV	1992	HTC	40	Family
Bradford Glen	1993	HTC / FDIC	108	Family
Broadmoor at Chelsea	1997	PAB / HTC	240	Family
Burton Affordable Housing	1992	HTC	3	Family
Buttonwood Tree Apartments	2002	PAB / HTC	173 / 43	Family
Central Park Sr Residences		Sec 202	31	Elderly
Cimmaron Apartments	1995	PAB / HTC	132	Family
Community Development Co	1994	CHDO	6	Family
Country Acres Senior Res	195	HTC	56	Elderly
Cropp Rental	1995	HTC	6	Family
Cross Creek IV	1990	HTC	57	Family
Cross Creek V	1991	HTC	50	Family
Eaton Place	1991	PAB / HTC	26 / 88	Family
Elizabeth Estates	2002	HTC / CHDO	36	Family
Elizabeth Estates Phase II	2005	HTC / CHDO	36	Family
Finch Hollow Sr Residences		Sec 202	48	Elderly
Greenway Park	1979	Sec 8 PB	91	Elderly
HOPE Apartments	2000	SHTF	4	Family
HOPE Apartments	2004	HTC	48	Family
HOPE Village Apartments	2005	HTC	22	Family
Huston Center	1991	HTC	70	Elderly
Innes Station	1997	PAB / HTC	16 / 64	Family
Inter-Faith Villa	2001	HTC	37	Family
Inter-Faith Villa Courts	2006	HTC	40	Family
KC Estates	1986	Sec 811	7	HIV/AIDs
Keystone Apartments	191	HTC	128	Family
Kouri Place Apartments	2005	HTC	15	Special Needs
MacArthur Park	1995	PAB / HTC	216	Family
Market Street Studios	1998	HTC / CHDO / FDIC	23	Family
Merton Affordable	1993	HTC	25	Family
Mt Carmel Village	1990	HTC	168	Family
Mullen Court Apartments	2007	HTC	25 / 7	Family
Old English Court Apartments	2006	HTC	36	Family

Park Meadows	1990	HTC	96	Family
Parklane Apartments	1994	HTC	232	Family
Parklane Garden Apartments	2004	HTC	69 / 18	Family
Pinecrest Village	1995	HTC	119	Family
Pinecrest Village II	1996	HTC	40	Family
Prairie Villa	2001	HTC	78	Elderly
Prairie Villa at Beacon Hill	2004	HTC	60	Elderly
Richmond Place	2007	HTC	20	Special Needs
Ridge View Apartments	2003	HTC	66 / 22	Family
Riverfront Residences	1990	HTC	52	Elderly
Shadybrook Estates		Sec 8 PB	78	Elderly
Sheridan Village	2007	Sect 202	66	Elderly
Somerset Tower	1995	Sec 8 PB	100	Elderly
South Beach Apartments	2002	HTC	12	Family
The Harvester Apartments	1979	HTC	24 / 24	Family
The Timbers	1989	Sec 8 PB	100	Special Needs
Turtle Creek II	1994	HTC	56	Family
Villa Oaks Apartments	1995	FDIC	21	Family
Vine Street Apartments	1992	FDIC	3	Family
Waco/Kincaid	1995	HTC	2	Family
Wichita Indochinese Center	1998	CHDO	6	Family
Wichita Indochinese Center		CHDO	10	Family
Willow Creek Manor	2007	Sec 8 PB	100	Family
Windridge Apartments		HTC	136	Family
Woodland Lake Sr Residences		Sec 202	61	Elderly

Influence of Market Characteristics on Affordable Housing. The Wichita Housing and Community Services Department is the primary government agency with a mission of creating and preserving affordable housing. Department programs are designed to preserve affordable housing stock, and to encourage homeownership. As noted earlier, the general housing environment in Wichita is conducive to achieving this goal, however the fact that such efforts are left to the funding resources available through federal resources, significantly reduces the ability to address all of the community's affordable housing needs.

Specific Housing Objectives

As stated earlier, the City's goal is to create housing and housing environments which are safe and affordable. Specific objectives and fund sources to meet them are summarized in the chart below:

Goal	Resources
Promote homeownership	
A. Increase number of first time home buyers	HOME, local lender pool, local banks and financial institutions
B. Increase number of affordable single family homes for purchase	HOME, local banks and financial institutions, Neighborhood Stabilization Program (NSP)
C. Maintain safe housing for existing homeowners through home repair programs	CDBG, HOME, Affordable Housing Program, non-profits, local builders' associations, local job training programs
Assist low to moderate income renters	
A. Maximize Public Housing inventory by maintaining 98+% occupancy	Office of Public and Indian Housing
B. Maximize Housing Choice Voucher program by maintaining 98+% occupancy	Office of Public and Indian Housing, Supportive Housing Program
C. Provide funds for repairs to property for rent to low to moderate income buyers	HOME, local tax incentive programs
D. Provide funds to create new units of affordable rental units	HOME, federal Housing Tax Credit program, local tax incentive programs
Assist the homeless population	
A. Provide funds to support emergency shelter operations	ESG
B. Provide funds to support transitional housing programs	ESG
C. Provide funds to prevent homelessness	ESG, Homeless Prevention and Rapid Re-Housing Program (HPRP)
D. Provide affordable permanent housing	CDBG, Office of Public and Indian Housing, Faith-Based partners, community non-profits, HPRP, local general revenues
Enhance the quality of life for low to moderate income homebuyers, homeowners and renters	
A. Provide information to as to how to maintain their housing	CDBG, HOME, Office of Public and Indian Housing, community counseling agencies
B. Provide information regarding how to purchase a home	HOME, community counseling agencies, CHDOs
C. Provide information and resources to address to need to modify homes to accommodate special needs	CDBG, HOME
Enhance low to moderate income neighborhoods	
A. Fund blight elimination programs	CDBG, HOME, NSP
B. Fund programs to acquire blighted properties and restore them	CDBG, HOME, NSP

These goals will be pursued for the period covered by the 2009-2013 Consolidated Plan and beyond, until the ultimate mission is reached - all neighborhoods in Wichita are communities of choice where:

- low to moderate income persons have safe, affordable housing;
- residents realize their full economic and personal potential; and
- neighborhoods are healthy, vibrant and provide quality goods and services.

In addition to the resources listed above, the City of Wichita will make use of all funds available for affordable housing and neighborhood revitalization purposes from the American Recovery and Reinvestment Act of 2009, and any other resources which may become available.

Needs of Public Housing

Wichita Public Housing Inventory. The Wichita Housing Authority owns 578 units of public housing in two high-rise buildings, two garden level apartment communities and 352 scattered site single family dwellings.

Greenway Manor, built in 1975, is a seven story building located at 315 N. Riverview and has 82 one-bedroom units and four two-bedroom units. A game room is located on the first floor and a lounge is located on the sixth floor. This facility has excellent views of the Arkansas river on its west side.

McLean Manor, built in 1982, located at 2627 W 9th Street, has eight floors and 85 one-bedroom units and five two-bedroom units. A community room is located on the first floor. Both McLean and Greenway are designated for senior residents only age 50 and above.

Rosa Gragg Apartments located at 520 W 25th Street, was built in 1980 and has 32 one-bedroom units in duplex configurations, designed for seniors age 55 and above and persons with disabilities. Six units are ADA 504 accessible and the remaining 26 units are 504 accessible with the exception that the ramps are greater than 1:12 incline.

Bernice Hutcherson Apartments is located at 2000 Wellington Place, was built in 1980 and has 18 one-bedroom units in a triplex configuration also designed for seniors age 55 and above and persons with disabilities. All units are ADA 504 accessible.

The Wichita Area Transit system offers bus routes within one block of all four facilities.

The single family housing stock has a variety of bedroom configurations. Thirty five houses have two-bedrooms, 166 houses have three-bedrooms, 94 houses have four-bedrooms, 36 houses have five-bedrooms and 21 houses have six-bedrooms. Three newly constructed homes were completed and put into service May 2009. They are fully accessible for persons with disabilities and meet ADA 504 Standards.

Physical Condition. Property upgrades are planned in 2009, for Greenway Manor. The facility will be repainted on the exterior. Eighty apartments will receive new kitchen cabinets, sinks and countertops. Plans are being evaluated for a more productive use of this storage space on the first floor of the facility where offices and a dining room/commercial kitchen once existed. The first floor exterior walls have very large, almost floor to ceiling single-pane windows, and will be considered for replacement with smaller, energy efficient windows. The McLean Manor facility will also receive new exterior painting and sealing of the asphalt parking lot.

Replacement windows are planned for 32 units at Rosa Gragg and in the clubhouse. Upgrades are planned for the HVAC units which are 15 years old. Energy star rated equipment will be used in the upgrades. Sixteen of the duplex units and the clubhouse will also receive roof replacements. The Bernice Hutcherson complex has 50 units that will receive new HVAC upgrades.

The following property conditions on the single family units are being scheduled for upgrades:

- Replacement of heat ventilation and air conditioning units at 349 single family properties
- Improved Insulation in 349 houses to increase heating and cooling efficiencies
- Replacement of 1950 vintage wooden window sashes on 80 houses

- Roof replacement for 23 houses (will complete a six year program to install architect shingles)
- Sidewalk and driveway replacement on approximately 100 houses
- Fence replacement on 30 properties
- Installation of shed at 30 properties.

All needs will be addressed using the Housing Authority's Capital Fund, including funds which are available from the American Recovery and Reinvestment Act of 2009.

Section 504 Assessment

The following table describes modifications to individual apartments and common areas which improve accessibility for residents with physical disabilities.

	Fully Accessible Units	Partially Accessible Units	Interior Work	Exterior Work
Rosa Gragg	3	1	Community Building	
Bernice Hutcherson	1		Community Building	
Greenway Manor	5	4		ADA Door Ops, Ramps, 9 ADA Parking stalls
McLean Manor	6	5	Community Room	
Single Family Houses (existing)	18	23	Roll-in Showers, Wider Doors, Visual Smoke Detector, Light Strobe Door bell	Ramps & Rails
Single Family Houses (new)	3		ADA tub/shower,	

Housing Authority Wait Lists. During the course of the year (2008) over 3,600 families were on the Wichita Section 8 wait list. The table below shows the unit sizes represented by those families. During that same period 1,086 households were on the Wichita Public Housing wait list.

Housing Authority Wait List	Number of Families Waiting per Unit Size										
	1	2	3	4	5	6	7	8	9	10	11
Wichita Section 8	1,345	856	609	397	302	70	18	8	3	0	1
Wichita Public Housing	677	281	79	43	6						
Sedgwick County Section 8	110	95	55	10	3						

The following analysis of the demographics of persons who applied for Section 8 Housing Choice is based on their self-declarations: 592 claimed a disability, 422 were homeless, 430 indicated they were engaged in upward mobility activities, and 284 reported being victims of domestic violence.

Client ages at the time of application and numbers of applicants were as follows: ages 18-54 (3,271), 55-61 (163), 62-64 (54) and 65+ (121).

Ninety percent of the families on the wait list were extremely low income, eight percent were low-income, one-percent were moderate income and one-percent were middle income – again, based on their declarations on the preliminary application.

The Public Housing tenant ages at the time of application and numbers of applicants were as follows: ages 18-54 (893), 55-61(139), 62-64 (22) and 65+ (32). Ninety-five percent declared that they have a disability on the preliminary application.

A neighboring jurisdiction, Sedgwick County Housing Authority (SCHA) has a small Section 8 housing choice voucher program that covers all of Sedgwick County outside the City of Wichita, Butler County to the east and Harvey County directly north of Sedgwick County. SCHA has 342 vouchers, is nearly 100 percent leased up with 273 families on their waiting list (see table above) – 71 of whom claimed a disability at the time of applying for assistance. Ages 18–54 (240), 55–61(10), 62-64 (6), 65+ (17).

While additional housing units would be ideal in order to meet the needs as identified in the waiting list data, the primary needs for Wichita's Public Housing program are in the area of capital improvements. Such improvements will continue to be scheduled to ensure that Housing Authority properties are efficient and meet the needs of residents, as well as enhance the quality of life in the neighborhoods where they are located. This jurisdiction does not expect to lose any public housing units in the next five years.

A table showing Affordable Housing Units in Wichita is in the Housing Market Analysis section.

Public Housing Strategy

The Wichita Housing Authority has identified the following needs and activities necessary to reach goals related to meeting the needs.

Need 1. Shortage of affordable housing for all eligible populations

Goal 1a: Maximize the number of affordable units available to the PHA within its current resource.

Strategies:

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated units by focusing on the creation of larger screened applicant pools for each bedroom size.
- Reduce time to renovate units by streamlining the make-ready process through making units ready in market condition, instead of new condition.
- Continue affirmative marketing measures to ensure access to affordable housing regardless of the required unit size.
- Maintain or increase Section 8 lease-up rates by marketing program to owners of private rental properties.
- Maintain or increase Section 8 lease-up rates by effectively screening applicants for violent or drug related criminal histories and prior standing in other PH/Section 8 assisted units to increase owner acceptance.
- Participate in the consolidated planning process to ensure coordination with broader community strategies.

Goal 1b: Increase number of affordable units.

Strategies:

- Apply for additional Section 8 vouchers should they become available.
- Leverage affordable housing resources in the community through the creation of mixed-finance housing.
- Identify housing resources other than Public Housing or Section 8 tenant-based assistance.

Need 2. Housing for families at or below 30% of MFI

Goal 2: Target available assistance to families at or below 30% MFI

Strategies:

- Exceed HUD targeting requirements for families at or below 30% AMFI in public housing.
- Exceed HUD targeting requirements for families at or below 30% AMFI in Section 8 tenant-based assistance.
- Adopt rent policies to support and encourage families to obtain and maintain employment.

Need 3. Housing for families at or below 50% of MFI

Goal 3: Target available assistance to families at or below 50% MFI

Strategies:

- Employ admissions preferences for families who are working.
- Adopt rent policies to support and encourage tenants and clients to seek and maintain employment.

Need 4. Housing for elderly
Goal 4: Target available assistance to elderly families
Strategies:

- Continue renewing the Designated Housing Allocation Plan for Greenway and McLean Manor.
- Apply for special-purpose vouchers targeted for elderly families, should they come available.

Need 5. Housing for families with disabilities
Goal 5: Target available assistance to families with disabilities
Strategies:

- Continue to designate Rosa Gragg and Bernice Hutcherson for elderly and non-elderly disabled.
- Carry out modifications needed in public housing based on the Section 504 Needs Assessment for Public Housing.
- Apply for special purpose vouchers should they become available.
- Affirmatively market to local non-profit agencies that assist families with disabilities.

Need 6. Decreasing disproportionate housing needs of racial or ethnic groups
Goal 6: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs
Strategies:

- Affirmatively market to races and ethnicities that have disproportionate needs in the City.
- Provide Section 8 applicants with information about location of units outside areas of poverty or minority concentration.
- Market the Section 8 program to owners outside of areas of poverty and minority concentrations.

Revitalization Needs. The Wichita Housing Authority maintains an inventory of major capital improvements needed for its properties. In the current Public Housing Five-Year Action Plan for the Capital Fund, Greenway Manor and McLean Manor will undergo general improvements and a new boiler system will be installed at McLean Manor. Replacement of an HVAC unit and roof replacements are scheduled for Rosa Gragg and Bernice Hutcherson Apartments. Renovations are scheduled between 2010 – 2013 at the scattered site single family projects, and will include rehabilitating single family public housing units with HVAC replacements, roof replacements, sidewalk, driveway and porch replacements, tree trimming, landscaping fence replacements and demolition.

In addition to planning for major renovations or improvements, Public Housing's maintenance staff responds to emergency and routine work orders when clients report them, or when the Property Managers note a deficiency during their visits with tenants.

Improving the Living Environment of Housing Authority Residents
The Wichita Housing Authority (WHA) offers programs and activities which help improve the living environment for low-income and moderate income families living in public housing. These activities include:

- All new residents participate in maintenance orientation which provides instruction on acceptable methods of housekeeping. Tenants watch a maintenance video presented in either Spanish or English. Property managers discuss the content with the residents.

- Five Wichita Police Officers live in single family public housing units in the WHA's scattered site developments. Their presence in the neighborhood is a deterrent to crime.

- Resident service coordination has been provided by the HUD-funded Resident Opportunities and Self-Sufficiency (ROSS) grant since 2001. ROSS programs encourage elderly residents and/or residents with disabilities to participate in social activities including on-site health screenings, field trips and educational programs, all of which are designed to improve their quality of life. Resident service coordinators assist residents with finding appropriate services through every available governmental office or agency to help maintain their quality of life.

Management and Homeownership. The WHA has a Tenant Advisory Board whose members review and comment on Housing Authority policies recommended for approval by the Wichita Housing Authority Board. A Housing Authority resident joins the Wichita City Council to make up the membership the Housing Authority Board.

The WHA Section 8 program has a homeownership option through the Family Self-Sufficiency program. Thirty-eight families have taken advantage of this program and purchased their own home since 2001.

Housing Authority Performance. Both the WHA Public Housing and Section 8 programs received HUD ratings of High Performer for 2007 and expect the same rating for 2008.

Barriers to Affordable Housing

The City of Wichita does not have regulatory barriers to affordable housing however it is silent on policy measures which could enhance the availability of affordable housing. Following are examples of public private partnerships and government initiatives which have resulted in neighborhood improvements, many of which lead to the development of affordable housing.

Environmental barrier removal. The use of innovative tax districts and incentives spurred the city of Wichita's largest environmental cleanup effort and removed barriers that limited reinvestment in the warehouse district. Renamed "Old Town", the district now features a mix of housing, shopping, and entertainment options while preserving its historic feel.

Old Town is a 40-acre district near downtown Wichita which once consisted of half-empty and abandoned warehouse buildings, deteriorated dirt and gravel parking lots, and dilapidated railroad tracks. The city faced significant challenges in reviving the old warehouse district. The discovery of polluted groundwater in 1990 nearly brought local ambitions for redevelopment to a standstill. Banks, fearful of being held liable for the groundwater cleanup, discontinued real estate loans in the contaminated area. To stimulate redevelopment, the city took the lead in cleaning up the site, relieving property owners of the responsibility.

By establishing a public-private partnership and remediating chlorine solvent contamination, the City created a lively, pedestrian-friendly community. Among brick-lined streets, historic lampposts, and a collection of converted brick warehouses (circa 1870-1930) are approximately 100 businesses, most locally owned, and 315 homes.

Of the 315 housing units, 84 are income-restricted apartments. Fifty-two affordable units were funded in part with Low Income Housing Tax Credits and the City's HOME Investment Partnerships Program.

Old Town is a testament to the effective use of public-private partnerships. Despite challenges, the partnership improved the environment and established Old Town as a charming community that capitalizes on the historic beauty of downtown Wichita. The Environmental Protection Agency awarded cleaned up development a 2006 Smart Growth Award of Achievement in the Built Projects category (http://www.epa.gov/livability/awards.htm).

Wichita Rehabilitation Code. In 2000 the city of Wichita began to explore the need to adopt a rehabilitation code. Wichita sought support from HUD, which in turn provided a one-day presentation and seminar on the Nationally Applicable Recommended Rehabilitation Provisions (NARRP) and the Uniform Code for Existing Buildings (UCEB). The presentation and seminar were conducted with city officials and a committee of stakeholders convened by the City Manager. Following the presentation and seminar, Wichita decided to develop a rehabilitation code based on the UCEB 2000, while ensuring that all the NARRP concepts of predictability and proportionality were not lost.

Rezoning for Neighborhood Revitalization. The City has also undertaken measures to rezone properties to enhance residential development. For example, in 2004 the Metropolitan Area Planning Department in conjunction with the McAdams Neighborhood Community Development Committee conducted a survey to see if any property owner objected to having their land rezoned as residential. The majority did not. As a result, L'Ouverture Magnet Elementary School, McAdams Park and most of the established residential areas within the McAdams neighborhood are currently zoned "B" Multi-Family, which allows

high-rise apartment development at a density of 75 dwelling units per acre. Existing industrial/commercial areas south of Murdock and east of Mosley are zoned "LI" Limited Industrial. The 9th street, 11th street and 13th street corridors are currently zoned GC- General Commercial.

Neighborhood Revitalization Area Benefits. The City of Wichita waives building permit, water, and sewer tap fees and for new construction in the Neighborhood Revitalization Area. These waivers are established to encourage development within the central city and are most often used by property owners who are improving residential property.

While these examples have served to support affordable housing development, more measures are needed in order to increase the supply of such housing to meet the rising unmet needs.

HOMELESS

Homeless Needs. The City of Wichita and Sedgwick County jointly conduct a Point in Time count every January. In addition to providing a 'head count' of homeless persons in the community, this activity also includes a brief survey designed to learn more about the onset of the homelessness which respondents report and services which the homeless feel would address their current needs.

The results of the January 30, 2008 Point in Time Count have been used to provide information for the 2009-2013 Consolidated Plan data and strategies. The total number of homeless households who participated in the 2008 Point in Time Count, is 378. When children are included in the households, the total number of persons represented in the survey is 473. Over half of those persons were in emergency shelters.

The subpopulation of chronic homeless was 93 or 20 percent of the total. This population by definition, lives in places not deemed to be appropriate for human habitation. Thus, the need for additional emergency shelter would appear to be 93 beds.

However Wichita and Sedgwick County recognize the limitations of such a survey. Persons who are living in condemned buildings or who have doubled and tripled up with families or friends, are typically not included in this type of survey. As further evidence of an even greater need, in March, 2009, the Wichita School District reported over 1,200 homeless children in their schools based on the U.S. Department of Education's definition of homelessness. Thought this definition is broader than the HUD definition, it reflects a serious and growing problem in the Wichita community.

The preparation of this Five Year Plan is occurring as the country and the Wichita community are facing significant economic challenges. Community wide layoffs are increasing and more and more families are finding it difficult to meet their basic living expenses. Projected data is not available as to how many of these families are at imminent risk of either residing in shelters or becoming unsheltered. However the 'safety net' which exists to help low and very-low income persons, is now being accessed by recently laid off workers. The net effect will be a trickle down reduction in community resources, which could lead to increases in homelessness.

The point in time count/survey reflects the following racial and ethnic group representation based on persons who responded to the survey question on race and ethnicity:

White, Non-Hispanic: 129 or 52%;
Black/African American, Non-Hispanic: 74 or 30%;
American Indian/Alaskan Native, Non-Hispanic: 13 or 5%;
White, Hispanic: 6 or 2.4%
Asian, Hispanic: 4 or 1.7%
Black/African American, Hispanic: 3 or 1.2%
Asian, Non-Hispanic: 2 or 0.8%
American Indian/Alaskan Native, Hispanic: 2 or 0.8%
Hispanic only: 7 or 2.8%
Multi-racial: 7 or 2.8%

The population which was surveyed listed their top three needs as: employment and/or better employment, housing placement assistance and rent assistance. From that list, the top priority was housing placement assistance. This is further discussed in the following section.

Priority Homeless Needs

The Continuum of Care for the Wichita area, provides data as to the size of the homeless population and selected characteristics. In the most recent report, the greatest number of homeless persons was individuals living in emergency shelters. The largest subpopulation was those who are severely mentally ill. These demographics are reflected in subsequent studies and recommendations as detailed below.

The City of Wichita and Sedgwick County appointed a joint Task Force on Ending Chronic Homelessness in 2006. The United Way of the Plains prepared an overview of homelessness in Wichita, as a reference document for that group. The preparation of the overview document included focus groups with homeless persons and homeless services providers. That research document, along with the Continuum of Care Planning Process which is also managed by the United Way, was used to identify priority homeless needs. In addition, the report of the Task Force on Ending Chronic Homelessness, which was accepted by the City Council and County Commission in March, 2008, provide the basis for the following strategies for identifying the priority needs for the chronically homeless population.

None of the focus group members placed a high priority on expanding the temporary shelter system, except in the case of day shelters which were seen as vehicles for providing treatment and other services for the existing homeless population. The homeless population itself specifically identified the need for a facility where homeless persons can shower, do laundry and have access to centralized phone banks to assist with job searches.

Both the homeless population and the service providers placed a high priority on the need for safe, affordable permanent housing. In addition to providing a dependable living environment, the homeless population focus groups also mentioned that permanent housing would impart hope and self-esteem, which they viewed as the two most important things necessary to get someone back on their feet. The service providers supported the 'housing first' model for many of the same reasons. This group also supported the need for a dedicated, on-going funding source (other than federal funds).

Both groups also mentioned the need for employment or other income to help homeless people maintain safe, affordable permanent housing. Income management was viewed as an important component of helping homeless persons achieve long term stability – whether the income is from employment or public benefit programs.

Quick access to accurate information on service availability, transportation and "second chances" for persons who have criminal histories, were additional needs identified in the focus groups.

Chronic Homelessness

The Task Force on Ending Chronic Homelessness reviewed all of the material which was prepared, conducted a series of information gathering sessions from a wide array of public and private programs, and made site visits to view model programs in other states. After 18 months of study, the Task Force presented a plan to the City Council and County Commission, which has five recommendations. Portions of that plan are currently being implemented. Following are the key findings of the report and a summary of the five recommendations.

The report identified 10 gaps in services for the chronically homeless population. Not surprisingly these gaps are in line with the needs which were expressed by the homeless population and the homeless service providers. Following is a list of the 10 service gaps.

1. The current daytime drop-in center has limited space and operating hours.
2. There is not a centralized one-stop facility or number to call for the homeless to find help.
3. There is a lack of permanent housing with supportive services.
4. There is a need for transportation.
5. Homeless individuals experience significant challenges to receiving governmental benefits in a timely fashion.
6. There is a need for dedicated annual funding.
7. There is a need for additional emergency shelter beds.
8. The chronically homeless need additional encouragement and support to seek and receive addiction treatment and services.
9. The Homeless Management Information System (HMIS) is not used to full functionality.
10. There is no community-wide standard or common definition for "case management".

The five recommendations are:
1. Develop a one-stop resource and referral center.
2. Using a Housing First model, provide permanent supportive housing to chronically homeless individuals through the addition of 64 permanent supportive housing units with accompanying services.
3. Identify emergency housing options for 25-50 people until permanent supportive housing units outlined in this plan become available.
4. Identify sustainable funding sources.
5. Appoint an Oversight Committee to oversee plan implementation.

A local capital campaign is underway to implement the first recommendation. The goal is to have the facility open in 2010. City, County and federal funds have been combined to implement the Housing First recommendation City and County staff are assigned to identify and screen potential candidates for this program, and identify housing units in the private rental market. The program pays rent as long as the participant continues to follow lease expectations and maintains weekly contact with a case manager.

An Oversight Committee has been appointed and is involved in following the progress of the first two recommendations. At the time this Plan was being prepared, work had not yet begun on recommendations three and four.

2008 CoC Emergency Shelters

Program Information	Facility Name	Type	Target Pop		All Year-Round Beds/Units						Seasonal Beds	
					Family Beds	Family Units	Individual Beds		Total Year-Round Beds	Total Season Beds	Availability Start Date	Availability End Date
Catholic Charities, Inc.	Anthony Family Shelter	C	HC		50	13	0		50	0		
Catholic Charities, Inc.	Harbor House	C	HC	DV	40	12	0		40	0		
Inter-faith Ministries, Inc.	Inter-Faith Inn	C	SMF+HC		10	5	40		50	0		
The Salvation Army	Emergency Lodge	C	SFHC		6	6	12		18	0		
Greater Mt. Zion Baptist Church--People In Need	Winter Overflow Shelter	C	SMF		0	0	0		0	75	November-07	March-08
YWCA	Safe House	C	SFHC	DV	24	8	3		27	0		
Union Rescue Mission	Union Rescue Mission	C	SM		0	0	174		174	0		

2008 CoC Transitional Housing

Program Information	Facility Name	Type	Target Pop		All Year-Round Beds/Units						Seasonal Beds	
					Family Beds	Family Units	Individual Beds		Round Beds	Total Season Beds	Availability Start Date	Availability End Date
COMCARE of Sedgwick County	Transitional Housing Project	C	SMF+HC		4	2	14		18			
COMCARE of Sedgwick County	Transitional Housing Project-Enhancement	C	SMF+HC		0	0	4		4			
Step Stone, Inc.	Dear Neighbor Ministries	C	HC	DV	38	19	0		38			
The Salvation Army	Transitional Housing Program	C	SFHC		20	6	4		24			
Union Rescue Mission	New Beginnings	C	SMF+		0	0	26		26			

			HC									
United Methodist Open Door	Transitional Housing Program-Leased	C	SMF+ HC		31	10	1		32			
United Methodist Open Door	Transitional Housing Program-Purchased	C	SMF+ HC		13	43	0		43			
Wichita Children's Home	Bridges Transitional Housing Program	C	YMF		6	10	20		30			

2008 CoC Safe Haven

Program Information	Facility Name	Type	Target Pop		All Year-Round Beds/Units						Seasonal Beds	
					Family Beds	Family Units	Individual Beds		Round Beds	Total Season Beds	Availability Start Date	Availability End Date
Inter-faith Ministries, Inc.	Ti'Wiconi	C	SMF		0	0	20		20			

2008 CoC Permanent Supportive Housing

Program Information	Facility Name	Type	Target Pop		All Year-Round Beds/Units						Seasonal Beds	
					Family Beds	Family Units	Individual Beds	CH Beds	Round Beds	Total Season Beds	Availability Start Date	Availability End Date
City of Wichita	Shelter Plus Care Renewal	C	SFH C		128	108	98	12	226			
Inter-Faith Ministries, Inc.	Villa Central	C	SMF		0	0	8	8	8			
Inter-Faith Ministries, Inc.	Villa North	C	SMF		0	0	19	19	19			
Inter-Faith Ministries, Inc.	Villa Courts	C	SFH C		0	0	16	6	16			
United Methodist Open Door	Safety net	C	SMF		0	0	12	12	12			

Veteran's Administration	VA Supportive Housing Program	U	SFHC	VET	3	3	32	35	35			
City of Wichita	Shelter Plus Care-CH	C	SMF		0	0	5	5	5			

KEY: Inventory Type
C = Current Inventory
N = New Inventory
U = Under Development

KEY: Target Population A and B	
SM: Single males	**YF:** Youth females
SF: Single females	**YMF:** Youth males & females
SMF: Single males & females	**SMF + HC:** Single male & female plus households with children
CO: Couples only, no children	**DV**: Domsetic Violence victims only
SMHC: Single males & households with children	**VET**: Veterans only
SFHC: Single females & households with children	**HIV:** HIV/AIDS populations only
HC: Households with children	
YM: Youth males	

Part II: CoC Housing and Service Needs

H: CoC Services Inventory Chart

Using the format below, list the provider organizations and identify the service components currently being provided within your CoC. Place the name of each provider organization only once in the first column (add rows to the chart as needed), followed by an "X" in the appropriate column(s) corresponding to the service(s) provided by the organization. CoCs will only need to update this chart every other year; as such, the CoC may choose to provide the chart submitted in the 2006 application.

(1)	(2) Prevention					(3) Outreach			(4) Supportive Services									
Provider Organizations	Mortgage Assistance	Rental Assistance	Utilities Assistance	Counseling/Advocacy	Legal Assistance	Street Outreach	Mobile Clinic	Law Enforcement	Case Management	Life Skills	Alcohol & Drug Abuse	Mental Heath Counseling	Healthcare	HIV/AIDS	Education	Employment	Child Care	Transportation
American Red Cross	X	X	X															X
Boys & Girls Club										X							X	
Breakthrough Club of Sedgwick County		X		X					X	X					X	X		X
Catholic Charities																		
Catholic Charities Emergency Services			X						X	X								X
Catholic Charities Hispanic Social Services		X	X						X	X					X			X
Catholic Charities Anthony Family Shelter									X	X								X
Catholic Charities Harbor House				X	X				X	X								X
Center of Hope Homeless Prevention Program		X	X						X									X
ChildStart, Inc.															X		X	X
City of Wichita		X	X					X		X	X							X
City of Wichita Career Development Center															X	X		
COMCARE of Sedgwick County							X		X	X	X	X			X	X		X
COMCARE of Sedgwick County's Homeless Program		X	X			X			X	X	X	X				X		X
Early Head Start									X						X		X	X
Episcopal Social Services					X					X		X			X	X		X
Family Consultation Services												X						
Family Services Institute		X	X												X			
Friends University												X			X			

(1) Provider Organizations	(2) Prevention					(3) Outreach			(4) Supportive Services									
	Mortgage Assistance	Rental Assistance	Utilities Assistance	Counseling/Advocacy	Legal Assistance	Street Outreach	Mobile Clinic	Law Enforcement	Case Management	Life Skills	Alcohol & Drug Abuse	Mental Health Counseling	Healthcare	HIV/AIDS	Education	Employment	Child Care	Transportation
Gerard House										X					X			
Good Samaritan Health Clinic						X	X		X				X					
Head Start									X						X		X	X
Higher Ground											X							
H.O.P.E., Inc.									X			X		X		X		
Hunter Health Clinic Homeless Outreach						X					X		X					X
Hunter Health Satellite Clinic						X					X		X					X
Independent Living Resources Center				X					X	X								
Inter-Faith Ministries				X		X			X	X	X				X			X
KANSEL															X			
Kansas Children's Service League									X	X		X						
Knox Center, Inc.									X	X	X							X
KS Cares Through Housing									X					X				
Miracles, Inc.				X		X			X	X	X	X			X	X	X	X
New Beginnings											X							
Options, Inc.									X	X	X							
Parallax Program, Inc.				X					X	X	X							X
People's Net Homeless Resources Assoc.				X		X												
Positive Directions									X	X				X				X
The Salvation Army Homeless Services				X					X	X	X				X			X
The Salvation Army Emergency Social Services	X	X	X															X
The Workforce Development Center																X		
Sedgwick County Health Department													X	X	X			
StepStone, Inc.				X					X	X		X						
Social and Rehabilitation Services – Wichita		X	X						X									X
Union Rescue Mission									X	X								X
United Methodist Open Door, Inc.	X	X	X						X									X
University of Kansas School of Medicine													X	X	X			
Unified School District (USD) 259															X		X	X

(1) Provider Organizations	(2) Prevention					(3) Outreach			(4) Supportive Services									
	Mortgage Assistance	Rental Assistance	Utilities Assistance	Counseling/Advocacy	Legal Assistance	Street Outreach	Mobile Clinic	Law Enforcement	Case Management	Life Skills	Alcohol & Drug Abuse	Mental Health Counseling	Healthcare	HIV/AIDS	Education	Employment	Child Care	Transportation
Urban League of Kansas, Inc.				X											X	X		
Veterans Administration						X					X	X	X					
Wichita Children's Home		X	X						X	X	X						X	
Wichita Children's Home Street Outreach Program						X				X								X
Wichita Area Sexual Assault Center				X	X													
Women's Recovery Center of Central Kansas									X	X	X						X	X
YMCA (Young Men's Christian Association)																	X	
YWCA (Young Women's Christian Association) Women's Crisis Center				X	X				X	X								
Wichita Child Guidance Center												X						

Homeless Strategic Plan

The City of Wichita and the community's service providers believe in the importance of having a continuum of services which is strong at every point, to meet the needs of low income persons and thereby prevent homelessness. Following are highlights of the components of the continuum of services which benefit this population.

Prevention. There is general agreement that homeless prevention is critical to gaining ground on the needs of the homeless community. Thus, programs are in place to help low income persons with short term assistance with housing, utility and food needs. The agencies which provide these services are funded with federal resources and community donations. The need often outpaces the available resources, however, the safety net is in place.

In addition to providing direct financial assistance to prevent homelessness, the City of Wichita's home repair programs also prevent homelessness by ensuring that low income persons who are housed, have safe, affordable housing. When such housing falls into disrepair, the ultimate outcome could very well be homelessness, but for the intervention of City repair programs. Most of the City's home repair programs are targeted to persons earning 50 percent or less than the area median family income – a move designed to impact the most vulnerable populations.

A final step in the prevention of homelessness is to provide employment and other resources to put money in the hands of low income families. In the Wichita area, the Sedgwick County Human Services Department has dedicated time and resources to providing SOAR (SSI/SSDI Outreach, Access and Recovery) training to local staff. This program helps case managers and residents navigate the Social Security benefits system to ensure that each person receives all that they are eligible for. In addition Wichita is focused on training and retraining workers. A new aviation training center is expected to open in 2010; a special training program was launched in 2008 to prepare participants for training in aviation and related industries. PACES (Preparation for Aviation Career Employment System) is funded through collaboration with the National Fund for Workforce Solutions, The Knight Foundation, United Way of the Plains, Workforce Alliance of South Central Kansas and Spirit AeroSystems.

Emergency Shelters. The Wichita community has a successful emergency shelter system which is sufficient to meet most of the needs of those who are temporarily homeless, or who have a longer history of homelessness. While the shelter system operates year round, during the cold months of winter a special shelter program becomes operational. For many years that system has been funded by local government and the United Way, however the faith community has taken over this responsibility as of the winter of 2008-09. This is proving to be an effective partnership and will continue as long as there is a need. The population served by the winter shelter is composed of those who typically do not go into traditional shelters (many of whom could be described as chronically homeless), or have been barred from those shelters because of previous behavior problems.

Emergency shelters also include shelters that serve victims of domestic violence. This temporary housing is available to women and families, to remove them from dangerous living environments and to provide them with assistance in establishing safe, permanent housing options.

Transitional Shelters. Transitional shelters in Wichita provide those who desire to move into more permanent housing, an opportunity to do so with support from case managers and the sponsoring agency. Transitional shelters generally allow participants to remain in the program for up to two years.

Permanent Housing. The Wichita Housing Authority is a part of City government in Wichita and operates with preferences on their waiting lists for persons who are homeless. Additionally the Section 8 Housing Choice Voucher program administers Shelter Plus Care certificates for homeless persons with a mental disability and the Veterans Affairs Supportive Housing (VASH) voucher program for homeless veterans.

Housing First. In 2009, the City of Wichita and Sedgwick County began operating a Housing First program for persons who meet HUD's definition of chronic homelessness. The concept is to provide permanent housing for such persons as soon as they are identified and determined to meet the criteria. The only requirement for participation is – the person housed must want to participate and agree to meet with a case manager at least once/week. It is anticipated that placing the community's chronically homeless persons in housing and providing stability in their lives, will reduce the impact of chronic homelessness on a variety of the community's emergency systems – police, hospital emergency rooms and public facilities such as libraries and parks. The resources no longer needed to address the population 'on the street' will be saved and redirected to meeting the needs of other vulnerable populations.

Outreach. Outreach will continue to be a component of the continuum of services for low income homeless persons. In addition to traditional street outreach, the Wichita community also partners with the faith community and with programs such as the annual "Stand Down" which is operated by local the Veterans Administration office. Depending upon the weather conditions at the time, outreach efforts include offers of immediate shelter, but most often focus on establishing trust and creating relationships. In addition to the traditional shelter providers engaging in outreach, the Wichita Police Department's Community Police officers also often accompany the case managers, again to establish trust and to reduce incidents of crimes against and by the homeless street population.

Chronic Homelessness. The Wichita City Council and the Sedgwick County Commission have adopted a report prepared by a community task force which was commissioned to develop a 10 year plan to end chronic homelessness. Housing First is one of the recommendations of that task force. In addition the task force has recommended the creation of a one stop resource and referral center. The center will provide access to resources in one location, for persons who are homeless or near homeless. While the center is the result of the effort to address chronic homelessness, any person in need will be welcomed. In this way the center will also serve to prevent general or chronic homelessness. Offices will be available within the facility for social service providers and the facility will also have space for the homeless to do laundry, receive mail and shower. It will be operated by the United Methodist Open Door, which is spearheading a capital campaign to secure resources to establish the center. It is expected to open in 2010.

Another recommendation of the task force is the establishment of a permanent source of funding to ensure that the needs of this population can be met on an annual basis for as long as is needed. The goal is to reduce reliance on federal funds completely.

The task force report was prepared with staff support from the United Way of the Plains, Sedgwick County and the City of Wichita. All three are also partners in the development of the Continuum of Care application and have collaborated on the development of the Consolidated Plan.

Institutional Structure. All of the components of the continuum of services to the low income and homeless population in Wichita are interconnected through representation of staff members of each component. The United Way of the Plains coordinates preparation of the annual Continuum of Care funding request and includes representation from the homeless services community, and local City and County government. The City of Wichita administers the Community Planning and Development funding process, as well as the Housing Authority. Community members and representatives of the United Way and Sedgwick County participate in annual funding recommendations and have been consulted in the development of the Consolidated Plan. The faith community has an active role in service delivery as well as in program planning. Wichita's foundation and corporate community are also active in the development of programs and in funding. This system is highly effective in creating a system where each partner knows and accepts its role in the process of helping people reach their maximum capacity. Following is an illustration of the structure and relationships.

L - Lead Agency
P - Partner Agency or Group

	Consolidated Plan	Continuum of Care	Shelters	Housing	Prevention
City of Wichita	L	P		P	P
Sedgwick County	P	P	P	P	
United Way of the Plains	P	L			P
Non-Profit Agencies	P	P	P	P	P
Faith Community	P	P	P	P	P
Foundation Community					P
Corporate Community					P

Discharge Coordination Policy. The Wichita Continuum of Care has established a Discharge Policy which addresses the needs of persons discharged from foster care, health care, mental health and correctional facilities. The Discharge Policy was created in partnership with State agencies and is summarized below.

Foster Care Discharge Protocol: Kansas Department of Social and Rehabilitation Services (SRS), which includes Children and Family Services, has adopted a policy that would prevent discharging homeless individuals from publicly funded institutions or systems of care into homelessness or into HUD funded programs for the homeless. The policy was approved December in 2006. The policy states that staff will ensure to the maximum extent practical and when appropriate that all individuals who are discharged from State funded institutions or systems of care have housing options available in order to prevent being discharged into homelessness. Youth who leave the foster care system because they have attained 18 years of age are eligible to participate in Independent Living Services through the Chafee Foster Care Independence Program. This is a voluntary program and youth may choose not to participate. Prior to discharge/release at 18 years of age, youth receive information concerning transitional planning which includes information on housing, employment and educational services available to them through the Independent Living Services Program. Transition plans do not include

direct discharge to homeless shelters. The Children and Family Services Division of the Department of Social and Rehabilitation Services has six Regional Independent Living Coordinators who help children in Foster Care transition into adulthood.

Health Care Discharge Protocol: The Kansas Department on Aging follows state and federal regulations in relation to discharge planning however neither state nor federal regulations address assurance that residents will be discharged into housing. The Kansas Department on Aging has agreed to be a member of the Kansas Interagency Council on Homelessness (KICH). Further discussions will occur at the KICH meetings. The same applies to general health care facilities. They are bound by state and federal regulations but assurance that housing will be available is not in the regulations. The Kansas Hospital Association will be asked to join the Kansas Interagency Council on Homelessness.

Mental Health Discharge Protocol: Kansas Department of Social and Rehabilitative Services (SRS), which includes Mental Health (MH) Services, has adopted a formal policy that would prevent discharging homeless individuals from publicly funded institutions or systems of care into homelessness or into HUD funded programs for the homeless. The policy was approved in December 2006. The policy states that staff will ensure to the maximum extent practical and when appropriate that all individuals who are discharged from State funded institutions or systems of care have housing options available in order to prevent being discharged into homelessness. SRS-MH is currently developing a strategic plan to standardize the discharge planning protocol among all three State Mental Health Hospitals. A brief summary of the charge to the planning committee is: 1. Develop Discharge Protocol; a. develop a hospital discharge protocol that addresses continuing care needs; b. the protocol should address the needs of special populations and co-occurring issues (Mental Retardation/Substance Abuse, offenders, behavioral issues aging, homeless); c. protocol should describe how sharing and improving access to records will occur across systems. Agencies involved are: Social and Rehabilitative Service-Disability and Behavioral Health Services, Association of Community Mental Health Centers, Department of Education, Larned State Hospital, Mercy Regional Hospital, Area Mental Health Center, Prairie View Mental Health Center, Kaw Valley Center, Kansas NAMI, Osawatomie State Hospital, Topeka Independent Living Center, Havilland Nursing Facility for Mental Health, Wichita State University, Value Options, consumers of mental health services and their family members.

Corrections Protocol: The Kansas Department of Corrections has a formal policy regarding release and discharge planning, with planning for all offenders beginning at 16 months pre-release, or upon admission if their length of incarceration is less than 16 months. Offenders are assessed for risk and need, and plans are developed for their return to the community. Specialized reentry and discharge planning staff are in all facilities working with offenders. Housing specialists in Topeka, Kansas City and Wichita support release and discharge planners in their effort to find suitable housing for offenders. There are still many barriers, but the issue is receiving a lot of attention by case managers and specialists in the corrections system.

Community Development

The City of Wichita is fortunate in that the areas targeted for funding through the Consolidated Plan, have neighborhood plans which identify needs in many categories which are eligible for funding. Those plans have been reviewed and the needs have been compiled into the Community Development Needs Table. The needs are listed below in priority order, based on the frequency of references in the existing plans and in the priority needs survey.

Public Facilities and Improvements. It will be necessary to acquire property in order to implement many of the recommendations in the neighborhood plans and in this Consolidated Plan. The purpose of such acquisition will be in connection with a redevelopment plan where the existing property has been identified as being detrimental to the higher good of the redeveloped area. However care will always be taken to ensure that historic guidelines are followed and property rights observed.

Many of the targeted areas are in older parts of the city where sidewalks are missing or in poor condition. Likewise there are unpaved streets or paved streets in disrepair. Addressing such infrastructure needs is essential to creating communities of choice – in support of the Consolidated Plan mission. In one of the neighborhood plans that was reviewed, the need for improved sidewalks covers over 420,000 square feet; in another, street improvements are needed for over 24,000 linear feet of area. Included in the basic infrastructure needs, are water/sewer improvements and flood drainage. These needs are the result of deferred or no maintenance and the lack of willingness (or resources) on the part of property owners to agree to be assessed the costs for street paving or sidewalks.

In some neighborhoods the street layout is not functional and neighborhood plan recommendations include a complete new street layout, coupled with new housing development.

Beyond the basic needs, the neighborhood plans also include plans for new neighborhood parks, improvements to existing park areas and open spaces. Pedestrian walkways are also recommended.

Other public improvements include creation of new communities by acquiring and redeveloping existing property. One neighborhood redevelopment plan proposes the acquisition of over 254,000 square feet of property. In another, acquisition and redevelopment is proposed for nearly 1,000 structures which are in poor or worse condition.

Neighborhood facilities are an important part of the communities where expenditure of entitlement funds is targeted. There are four Neighborhood City Halls in four low to moderate income communities from which representatives of selected City departments operate. However these facilities have varying amounts of general gathering space for holding large community meetings or celebrations. All of the neighborhood plans focus on the importance of engaging community residents in shaping the destiny of their areas and having a physical community focal point can help achieve that goal. A consultant has been retained to explore the needs for a community resource center in one area of southeast Wichita. The results of that study will be presented to the City Council and County Commission for approval and to identify implementation steps during 2009.

Most of the obstacles associated with meeting the preceding needs, are financial. Public resources are limited and have to be stretched to meet needs in many areas of the city. Residents of areas targeted for Consolidated Plan funding are least able to pay for their proportional share of the costs of the

improvements. Creative funding strategies will need to be addressed, which take into account existing local, state and federal resources and the creation of incentives for private investment as well.

Public Services. The flexibility associated with Public Services funds results in a wide variety of services offerings. However the limitation on the spending level also leaves many such services unfunded. Based on the priority needs survey results, the Consolidated Plan will seek to fund job training, health care and substance abuse treatment, crime prevention, fair housing, neighborhood outreach and support for neighborhood associations. In addition, however, services for the homeless and youth populations will continue to be considered for funding.

Construction of Housing. New housing construction continues to be a part of Wichita's overall community development plans, and specifically for the neighborhoods in the targeted areas for Consolidated Plan funding. New housing developed with federal funds is primarily for owner-occupied homeownership by City Council policy. That will continue to be the focus in the 2009-2013 Consolidated Plan. Such housing will be constructed to be Energy Star compliant.

Direct Homeownership Assistance. The City of Wichita also continues its commitment to assisting first time homebuyers with down payment and closing costs. However homeownership counseling is a key requirement for this assistance and is believed to be one of the reasons the foreclosure rate for the homebuyers who have received City assistance is far below the community or state average. In addition, the City of Wichita has adopted loan standards that do not allow for high-risk financing mechanisms, in connection with the City's homeownership programs. While the City's support addresses a component of the financial barriers which would-be home owners face, one of the neighborhood plans specifically identifies three other barriers that exist in their neighborhood: the need for more code enforcement (see below), appropriate revisions to the Zoning Code, and infrastructure improvements.

Code Enforcement. One of the barriers to affordable housing and homeownership is neighborhood conditions which influence existing and future homeowners' decisions as to whether to invest in certain areas. Many of these conditions are the result of the failure of property owners to maintain their property in compliance with local codes. The City's plan to reduce this barrier may include funding code enforcement personnel or matching home repair assistance to persons who have been cited for violations but have no financial means of paying for repairs.
Residential Historic Preservation. While the majority of homes in the areas targeted for Consolidated Plan funding, are modest single family structures, there are portions of nearly all areas, where historically significant structures exist. The City is committed to preserving its history as reflected in such structures, and there will be continue to be a commitment of resources to support the planning functions associated with historic preservation as well as making funds available for repair.

Non-Residential Historic Preservation. The City's focus is primarily on residential improvements however as noted earlier, the neighborhood environment is important to sustain public and private investments in housing. Non-residential historic preservation will often be a key part of that effort. Plans currently exist for the renovation of a historic theater in one of the target areas, returning it to its early focus on the performing arts. Similarly, planned historic streetscapes in commercial districts will also create a neighborhood ambiance which reflects the history of another which is represented in target area plans.

Planning. The Community Development Needs Table identifies planning as an ongoing need. In addition to implementing and updating recommendations in existing plans, this function will also support the comprehensive planning that is critical to ensuring that all the individual neighborhood components support the City's overall vision. Planning will be key to making that happen.

HOPWA. The City of Wichita does not receive HOPWA funds by formula however the housing needs for the HIV/AIDS population have been included elsewhere in this Plan.

CDBG. The primary focus of CDBG expenditures will be in support of homeownership and the accompanying community development initiatives which complement this focus. This will include infrastructure improvements and home repair. In some cases acquisition will be required to implement large housing redevelopment plans. Public Services expenditures will ensure that eligible populations have the resources to meet with individual potential, even as the physical condition of the neighborhoods is improved.

HOME. The City of Wichita has elected not to designate HOME funds to support rent assistance or the production of rental units. Because of the focus on homeownership HOME funds support development of single family housing which is affordable for moderate income buyers, and to pay for downpayment and closing costs.

Economic Development. Over the past few years, Consolidated Plan funding has made significant contributions to economic development improvements in the targeted area. Included are the creation of two community strip shopping centers, loan backing for a full line grocery store, and streetscape design which will enhance the viability of existing businesses. The shopping centers and grocery store have exceeded job creation expectations.

Economic development is mentioned in each of the neighborhood plans which have been prepared by local residents, in the priority needs survey responses, and is also a key component of the regional long term vision. Following are specific initiatives that have been repeatedly mentioned. Those which are eligible for CDBG funding will be considered during the 2009-2013 Consolidated Plan period:

- Small business development/Business incubators
- Mixed use retail and housing
- Promote variety of businesses
- Eliminate incompatible businesses
- Conduct market study to determine appropriate neighborhood businesses
- Market the area to appropriate neighborhood businesses
- Promote local hiring
- Promote local shopping

Following is a summary of specific objectives listed in the Housing and Community Development Activities chart. All activities are short term for Year One of the Consolidated Plan, unless otherwise noted.

Public Facilities and Improvements
03: develop or improve 13 parks and/or neighborhood centers
03A: develop one senior center following consultant needs assessment

03C: develop resource and referral center for the homeless
03E: develop or expand neighborhood meeting space in at least one target area
03F: develop new parks in target areas (Long Term)
O3I: create flood drain improvements in target area (Long Term)
03J: create water and sewer improvements (Long Term)
03K: initiate street improvements (Long Term)
03L: complete 5 sidewalk projects

Public Services
05: fund 40 public services projects
05A: provide 20 units of services for seniors
05D: fund 8 youth projects
05E: develop or improve 4 transportation projects
05F: fund substance abuse treatment services (Long Term)
05G: fund 2 projects that serve victims of domestic violence
05H: fund or support one employment training program
05I: fund or support one crime awareness program
05J: fund or support one fair housing activity
05K: fund one project to increase access to health services
05Q: provide support for 4 subsistence payment programs
05S: provide support for 1 rental housing subsidy program

Other
12: provide funds or support for the construction of 10 single family homes
13: provide funds or support for direct homeownership assistance
14A: provide funds for rehab of 9 single unit residential projects
14B: provide funds for rehab of multi-family residential projects (Long Term)
14F: provide funds for 40 improvements to single family properties which increase energy efficiency
14G: provide funds to acquire 20 properties for rehabilitation
14H: provide funds for administration for 2 rehab projects
14I: provide funds for 40 projects which address lead paint testing and/or abatement
15: fund one code enforcement officer assigned to one or more of the target areas
16A: provide funds for 4 residential historic preservation projects
16B: provide funds for 1 non-residential historic preservation project
17A: fund 2 land acquisition projects
19E: utilize CDBG funds to rehab 20 foreclosed properties

Planning
21A: fund 6 positions to administer Consolidated Plan programs
21B: provide funds to cover 5 units of indirect costs to support Consolidated Plan programs
21D: fund 1 fair housing activity

HOPWA
The City of Wichita does not administer HOPWA funds.

CDBG
Acquire 5 units of existing rental units for rehab

Rehab 5 units of existing rental units
Rehabilitate 50 units of existing owner units

HOME
Produce 10 new owner units
Rehabilitate 4 existing owner units
Provide homeownership assistance to 10 homebuyers

Antipoverty Strategy

The City of Wichita's Office of Career Development is the centerpiece of its antipoverty strategy. The mission of the Career Development Office (CDO) is to assist the area's low-income population improve their self-sufficiency through employment and access to support services. The City of Wichita uses funds for a combination of services with direct benefit to low-income individuals and families and services of benefit to low-income areas.

Direct benefit services include Project Access, which provides health care services to low-income uninsured residents, and an employment self-sufficiency program; benefits to low-income areas include summer activity camps, neighborhood city hall activities and neighborhood clean-ups. Administration and program support are provided for employment, alcohol and substance abuse treatment and prevention programs and other programs with partnership agencies. CDO partners with more than seventy local agencies (including faith based organizations) to fight poverty in the Sedgwick County service delivery area.

The City's Housing Authority operates a Family Self-Sufficiency program which is designed to help low-income families with Section 8 Housing Choice Vouchers, reach self-sufficiency through a combination of workshops, resources and the establishment of an escrow account that may be used as down payment to purchase a home. Many families who previously received state financial assistance have used this program to further their education, to help them obtain successful employment, and become independent of the state's assistance programs.

In addition City programs are in place to ensure that residents take advantage of all financial resources for which they are eligible. As an example, the City partners with the local Internal Revenue Office to encourage parents to file for the Earned Income Tax Credit. The Sedgwick County Human Services Department has also provided SOAR training for local case managers, so that they can assist clients in successful applications for Supplemental Security Income benefits.

Thus, citizens of Wichita are provided resources to address their immediate needs for housing or other services, but are also provided the tools to improve their overall economic standing through education, training and counseling. These efforts are expected to reduce the number of persons in poverty in the community. However the extent to which the numbers decrease will be dependent upon the general state of the economy and success of national efforts to stimulate the economy in 2009.

NON-HOMELESS SPECIAL NEEDS

Specific Special Needs Objectives

Reflecting upon the mission of the Consolidated Plan, to create communities of choice where:

- low to moderate income persons have safe, affordable housing;
- residents realize their full economic and personal potential;
- neighborhoods are healthy, vibrant and provide quality goods and services;

the needs of non-homeless persons will continue to receive attention from a variety of existing resources. In addition new programming will be pursued whenever possible, to expand the tools available to these populations related to their specific needs.

The three components of the mission represent the priorities the City plans to implement over the next five years. Specific objectives include:

- Maximizing the creation of affordable housing and maintaining the current stock;
- Providing social and support services to ensure that residents at all age levels, are aware of the means by which they can achieve their maximum potential;
- Creation of comprehensive plans and implementation strategies which address every aspect of neighborhood life (housing, crime, blight, economic development) in a holistic fashion.

Achievement of these objectives will be made possible through thoughtful allocation of CDBG and HOME resources, to be used in partnership with other City-funded services in the Departments of Police, Fire, Public Works and the Offices of Central Inspection, Urban Development and Career Development.

Community partnerships will be essential in leveraging federal resources. Housing partnerships will include for profit and nonprofit organizations who serve low income persons. The City's CHDO's are a key partner in the development of affordable housing. Other housing partners are also contributing to the need for affordable housing and work closely with the City to obtain support for housing tax credits to finance new developments and other tax incentives.

Social and support service partnerships will include resources such as the United Way and the agencies it funds. The faith community also provides significant resources to enhance the social development of vulnerable populations. The local school district and community health programs will also be a part of the comprehensive approach to improving the human capital of low and moderate income persons.

The Workforce Alliance, which administers federal employment and training, is another community resource that will be an important community partner in efforts to provide low and moderate income persons the skills and support necessary for them to obtain and maintain employment. Comprehensive implementation strategies will involve partnerships in which the private and philanthropic sectors will be encouraged to participate in support of this mission with a focus on providing challenge grant opportunities for education and training, as well as small business development initiatives.

Non-Homeless Special Needs and Analysis

In Wichita, the following groups have been identified as non-homeless persons who have special needs: older adults, the frail elderly, persons with severe mental illness, those who are developmentally disabled, physically disabled, with alcohol and drug addictions, immigrants and refugees, victims of domestic violence, children, youth and persons with criminal backgrounds. In addition, the population which is HIV positive and/or living with AIDS is also considered among those whose needs are unique and often require assistance through community resources.

Fortunately the community infrastructure is in place to serve these populations, however based on focus group feedback, the needs exceed available resources. Following is a detailed summary of the extent to which these populations are represented in the Wichita community.

The discussion includes a summary of the needs of these special populations who are not necessarily homeless, but who require assistance to maintain a healthy, productive lifestyle. The summary also includes steps the City and community will take to address those needs.

As the local population ages, the housing needs for the elderly and frail elderly are increasing. There is also a growing subset of this population who are raising grandchildren. (The 2000 Census reported over 3,000 grandparents were primary caregivers). In addition to housing that is compatible with a single or grandparent family lifestyles, this population continues to need in-home services, housekeeping, chore services, home maintenance and repair, and accessibility modifications.

Safe affordable housing is also a top priority need for persons with severe mental illness, especially in the wake of closures of large institutions. In-home services are also needed. The elderly, frail elderly and those with severe mental illness will also benefit from personal safety initiatives which protect them from scams and ensure their safety in their homes.

According to 2005-2007 census data, nearly 100,000 people in Wichita have some sort of disability. While exact numbers are not available for each type of disability, following is a description of some of the challenges facing each population.

Persons who are developmentally disabled require access to safe affordable housing. However it is equally important that they receive personal living services to help them manage the tasks of daily living in as independent a manner as possible. The Sedgwick County Developmental Disability Organization reports that there are 474 persons waiting for residential services and over 1,000 persons waiting for at least one supportive service. In Sedgwick County, the State Department of Social and Rehabilitation Services (SRS) reports serving 1,225 persons in 2008, with developmental disabilities.

Safe housing that accommodates the special needs of the physically disabled is a priority need. Often such persons are members of family units with non-disabled persons present. In such cases, the household makes accommodations to the best of their ability however professional modifications yield a higher quality of life for the disabled person. SRS reports that it served 1,169 persons with physical disabilities in Sedgwick County in 2008.

All of the above populations have a high priority need for health services including financial assistance to purchase medicines, dental care, and often a benefits navigator to help understand and access

resources to address these and other needs. One key value in having a benefits navigator is the assistance that can be provided in navigating difficult government systems, such as applying for and receiving Supplemental Security Income benefits.

In addition, the developmentally and physically disabled populations have a high priority need for specialized training for employment. When the above populations are low income, income subsidies are essential. Such subsidies may be in the form of direct payments for services, or cash income that comes into the household. No matter the form, these special needs groups will need financial assistance to manage or overcome the limitations which their disabilities place on their ability to be self-sufficient.

Persons with alcohol and drug addictions have a priority need for health related services, counseling and treatment. Case management is also a high priority need for this population, to support their efforts to reach and maintain a sober lifestyle. The Kansas Department of Social and Rehabilitation Services reports serving 1,442 persons in Sedgwick County in 2008, who had substance abuse problems.

Immigrants and refugees often have language and cultural barriers which impact their ability to access services. A benefits navigator would be of critical importance in overcoming these barriers. In addition, persons who do not have legal status in the United States will have the same barriers however their status often further limits their access to resources. Because of the sensitivities associated with identifying undocumented persons, it is difficult to obtain a true picture of the number of persons in Wichita, who are immigrants or refugees. Census data for 2005-2007 reports 32,294 persons as being foreign-born however that data alone does not accurately reflect the size of the population which would benefit from services described herein.

Victims of domestic violence have a need for safe affordable housing that is strategically located away from their abusers. They also need counselors and often a benefits navigator who can direct them to resources to support their move and address the emotional challenges they often fact. Health care is a companion need, especially in the immediate aftermath of physical abuse. Local service providers report serving over 4,000 persons in their residential programs in 2008.

Children and youth have unique needs associated with their family structures. For children who are in families where domestic violence is an issue, counseling becomes a priority need. Children who suffer from abuse at the hands of adults (family members or others) often require out of home placements as well as counseling. As they age, young people who are emancipated need safe affordable housing and a strong support network which is in place prior to their emancipation, providing them with the skills necessary for successful independent living. The most recent census data (2005-2007 estimates) reports there are 94,042 persons under the age of 18 in Wichita. Of that number, 2,776 are under the age of five.

Job training and placement are also high priority needs for emancipated youth, which is a companion to the need for affordable housing.

Persons with criminal backgrounds need safe affordable housing assistance to overcome the barrier created by their criminal history. Many landlords will not rent to persons with a criminal background. Employment assistance is a companion need for the same reason – many employers will not hire persons with criminal backgrounds. The combination of limited housing and limited job opportunities often contribute to a relapse into criminal behavior. It is therefore to the community's benefit that

these needs are addressed so that such persons can stabilize and become contributing members of society.

Wichita is the largest city in Sedgwick County, and in the State Department of Health and Environment's 2006 report, over 600 persons were presumed to be alive and living with an HIV or AIDS diagnosis in Sedgwick County. The special housing , health and counseling needs for this population have been detailed elsewhere in this Plan. They are addressed through HOPWA and other resources which are made available in the Wichita community by allocation from the Kansas Housing Resources Corporation and Department of Health and Environment.

To address these needs, the Kansas Housing Resources Corporation's Kansas 2009-2013 Consolidated Plan/2009 Action Plan, outlines activities to be funded under HOPWA in 2009.

The primary housing activities under HOPWA in 2009 will be:

- *Tenant-based rental assistance*
- *Short-term rent, mortgage and utilities assistance*
- *Transitional/emergency*
- *Housing coordination*

The supportive services that will be available in 2009 include:

- *Nutritional supplements*
- *Mental health, drug/alcohol counseling and treatment*
- *Transportation.*

Specific steps for addressing the needs of non-homeless special populations, include the following:

Create a Benefits Navigator system to assist the elderly and frail elderly, persons with severe mental illness, the developmentally and physically disabled, persons with alcohol and drug addictions, immigrants and refugees, and persons with criminal backgrounds, to access appropriate resources to meet their physical, mental and social needs. This system would work in partnership with case managers who may be assigned to the persons with special needs, but also would be available with persons who are not connected to a community service system.

Community resources must be aimed at preventing domestic violence and steps toward that end will include anger management and other training programs for youth and teens, to stop the cycle of violence. This key step is essential to stem the tide of an increasing phenomenon of violence among married couples, couples in dating relationships, and persons in broken relationships. The Centers for Disease Control and Prevention (CDC) offers programs and literature designed for children and youth, such as the "Choose Respect" program. Additionally, the CDC's Domestic Violence Prevention Enhancement and Leadership Through Alliances (DELTA) program provides funding for state level domestic violence coalitions. The Kansas Coalition Against Sexual and Domestic Violence and the Kansas Department of Health and Environment, are sponsors of the Choose Respect program.

Specific steps necessary to address the needs of children and youth will include exploring the establishment of a youth master plan or "children's bill of rights". Similar initiatives have also been established within a city "platform for strengthening families". Such initiatives have been implemented in many communities to ensure that children and youth are given the tools they need to succeed. Resources that are available through the National League of Cities or the Children's Defense Fund will be

accessed to determine the best approach for Wichita leaders to pursue. In addition to this comprehensive strategy to address the needs of children and youth, the City will seek to take the lead in expanding community mentoring programs, involving law enforcement, all levels of the education system including post secondary, and the faith community.

Housing Opportunities for People with AIDS (HOPWA) and Specific HOPWA Objectives

The City of Wichita does not receive HOPWA funds by formula. The Kansas Department of Health and Environment administers the State grant and provides funds to local service providers in Wichita. However the City does and will continue to partner with service providers in support of housing and related programs to meet the needs of persons living with HIV/AIDS in the Wichita community. The City therefore takes note of the following excerpts from the Kansas 2009-2013 Consolidated Plan for HOPWA funding:

Persons with HIV/AIDS. 2002 state-level data from the Kansas Department of Health and Environment show a low prevalence of AIDS and HIV among Kansas residents. These data indicate there are 991 reported persons with AIDS and 375 reported persons with HIV living in Kansas.[5] As a percent of Kansas' 2000 population, about 0.04 percent of Kansas residents have AIDS and 0.01 percent have HIV. It should be noted, however, that focus group participants indicated that persons with HIV/AIDS are more likely to live in urban areas in order to access services.

An estimated 766 persons with HIV/AIDS live in Kansas and close to 90 percent of these individuals are thought to have potentially unmet appropriate housing needs.

The State of Kansas primary housing activities under HOPWA in 2009 will be:
• Tenant-based rental assistance
• Short-term rent, mortgage and utilities assistance
• Transitional/emergency housing
• Housing coordination.

This provides a general idea of the scope of services funded statewide using HOPWA funds, which are consistent with the State's reported results for 2008:

- *Affordable housing was provided to 135 clients. 90 percent were at or below the Federal Poverty Level and of those 10 percent reported having no income. Just over 10 percent came into the program as homeless with 2 percent of those living in shelters or on the street.*
- *One of the key goals in accessing HOPWA funds is to create a long-term strategy for housing stability. In 2008, 42 households accessed the TBRA (Tenant Based Rental Assistance) program with 20 continuing into 2009.*

Note: Due to the fact that local HOPWA funds are administered by State contracts with community agencies and not the City of Wichita, HOPWA Performance Charts 1 and 2 are not completed within this Consolidated Plan.

[5] "The Community Planning Group's Guide to the Impact of HIV/AIDS on Kansas Residents," Bureau of Epidemiology and Disease Prevention, Kansas Department of Health and Environment, 2002.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: Substantial Amendment to the Consolidated Plan 2008 Action Plan (All Districts)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Authorize publication of the City's proposed substantial amendment to the Consolidated Plan 2008 Action Plan for public comment.

Background: Wichita is recognized as an "entitlement" city by the U.S. Department of Housing and Urban Development (HUD). This is based on a federal formula which looks at total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. Because of the City's "entitlement" status, Wichita is scheduled to receive a direct allocation of funds from the American Recovery and Reinvestment Act of 2009 (ARRA) for the Homelessness Prevention and Rapid Re-Housing Program. HUD has instructed communities scheduled to receive these funds, to amend their Consolidated Plan 2008 Action Plan in order to receive the funding. The substantial amendment requires a 12 day public comment period.

Analysis: The Homelessness Prevention and Rapid Re-Housing Program (HPRP) is designed to provide financial assistance to persons who would otherwise be or become homeless – many due to the economic crisis and to provide assistance to rapidly re-house persons who are homeless. Financial assistance can be used for such costs as rent, utilities and moving costs. Funds cannot be used for mortgage payments.

In addition to publication of the substantial amendment for public comment, the Housing and Community Services Department will solicit input from community service providers regarding implementation of HPRP-funded programs in Wichita. Like most ARRA funds, communities are expected to act quickly to implement the programs. Following are important dates in this process.

The City's substantial amendment must be submitted to HUD by May 18, 2009. HUD approval is expected no later than July 2, 2009. Upon approval by HUD, the City must have contracts in place with community agencies who will provide HPRP-funded services, by September 30, 2009. Sixty percent of the funds must be expended within two years of HUD's approval date; all funds must be expended within three years of the approval date.

Financial Considerations: The City's allocation of Homelessness Prevention and Rapid Re-Housing Program funds is $1,168,490. All are federal funds; no City funds will be required to implement this program.

Goal Impact: Expenditure of Homelessness Prevention and Rapid Re-Housing Program funds will impact Economic Vitality & Affordable Living and Quality of Life goals.

Legal Considerations: HUD has established the criteria for development of the substantial amendment to the One Year Action Plan. Staff have completed the substantial amendment

Recommendations/Actions: It is recommended that the City Council authorize publication of the City's proposed substantial amendment to the Consolidated Plan 2008 Action Plan for public comment.

Attachments: Substantial amendment to the Consolidated Plan 2008 Action Plan, certifications, and SF-424.

Homelessness Prevention and Rapid Re-Housing Program (HPRP) Certifications

The HPRP Grantee certifies that:

Consolidated Plan – It is following a current HUD-approved Consolidated Plan or CHAS.

Consistency with Plan – The housing activities to be undertaken with HPRP funds are consistent with the strategic plan.

Confidentiality – It will develop and implement procedures to ensure:
(1) The confidentiality of records pertaining to any individual provided with assistance; and
(2) That the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

Discharge Policy – A certification that the State or jurisdiction has established a policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

HMIS – It will comply with HUD's standards for participation in a local Homeless Management Information System and the collection and reporting of client-level information.

_____ _____
Signature/Authorized Official Date

_____
Title

GENERAL CERTIFICATIONS FOR STATE OR LOCAL GOVERNMENT FOR THE HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM (HPRP)

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the state, territory, or local government certifies that:

Affirmatively Further Fair Housing -- The state, territory, or local government will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction or state, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Drug-Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the state, territory, or local government's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Local Government, State, or Territory -- The submission of the consolidated plan is authorized under state law and local law (as applicable) and the jurisdiction or state possesses the legal authority to carry out the programs under the consolidated plan for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan -- The housing activities to be undertaken with HPRP funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____ _____

Signature/Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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

B. Drug-Free Workplace Certification

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

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

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

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

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

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

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

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

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approved No. 3076-0006

Version 7/03

		2. DATE SUBMITTED May 13, 2009	Applicant Identifier
1. TYPE OF SUBMISSION: Application	Pre-application	**3. DATE RECEIVED BY STATE**	State Application Identifier
☐ **Construction**	☐ **Construction**	**4. DATE RECEIVED BY FEDERAL AGENCY**	Federal Identifier
☑ **Non-Construction**	☐ **Non-Construction**		

5. APPLICANT INFORMATION

Legal Name: City of Wichita	**Organizational Unit:** Department: Housing and Community Services Department
Organizational DUNS: 04-306-34-60	Division:
Address: Street: 455 N. Main Street	**Name and telephone number of person to be contacted on matters involving this application (give area code)** Prefix: Ms. / First Name: Mary
City: Wichita	Middle Name K.
County: Sedgwick	Last Name Vaughn
State: Kansas / Zip Code 67202	Suffix:
Country: USA	Email: mkvaughn@wichita.gov
6. EMPLOYER IDENTIFICATION NUMBER *(EIN)*: 4 8 - 6 0 0 0 6 5 3	Phone Number (give area code) 316-462-3795 / Fax Number (give area code) 316-462-3719
8. TYPE OF APPLICATION: ☑ **New** ☐ **Continuation** ☐ **Revision** If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) ☐ ☐ Other (specify)	**7. TYPE OF APPLICANT:** (See back of form for Application Types) C-Municipal Other (specify)
	9. NAME OF FEDERAL AGENCY:
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: ☐☐-☐☐☐ TITLE (Name of Program): Labor Management Cooperation Program	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:** Homelessness and Rapid Re-Housing Program
12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.)*: Wichita, Kansas	
13. PROPOSED PROJECT Start Date: September 1, 2009 / Ending Date: August 31, 2012	**14. CONGRESSIONAL DISTRICTS OF:** a. Applicant / b. Project
15. ESTIMATED FUNDING:	**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**
a. Federal $ 1,168,490 .00	a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
b. Applicant $ .00	
c. State $ .00	
d. Local $ .00	b. No. ☑ PROGRAM IS NOT COVERED BY E. O. 12372
e. Other $ .00	☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
f. Program Income $ .00	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**
g. TOTAL $ 1,168,490 .00	☐ Yes If "Yes" attach an explanation. ☑ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative		
Prefix Mr.	First Name Carl	Middle Name
Last Name Brewer		Suffix
b. Title Mayor		c. Telephone Number (give area code) 316-268-4331
d. Signature of Authorized Representative		e. Date Signed May 13, 2009

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Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

Substantial Amendment to the Consolidated Plan 2008 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)

Grantees eligible to receive funds under the Homelessness Prevention and Rapid Re-Housing Program (HPRP) are required to complete a substantial amendment to their Consolidated Plan 2008 Action Plan. This form sets forth the required format for this substantial amendment. A completed form is due to HUD within 60 days of the publication of the HUD HPRP notice.

To aid grantees in meeting this submission deadline, the HPRP Notice reduces the requirement for a 30-day public comment period to no less than 12 calendar days for this substantial amendment. With this exception, HPRP grantees are required to follow their Consolidated Plan's citizen participation process, including consultation with the Continuum of Care (CoC) in the appropriate jurisdiction(s). Grantees are also required to coordinate HPRP activities with the CoC's strategies for homeless prevention and ending homelessness. To maximize transparency, HUD strongly recommends that each grantee post its substantial amendment materials on the grantee's official website as the materials are developed.

A complete submission contains the following three documents:

1) A signed and dated SF-424,
2) A completed form HUD-40119 (this form), and
3) Signed and dated General Consolidated Plan and HPRP certifications.

For additional information regarding the HPRP program, visit the HUD Homelessness Resource Exchange (www.hudhre.info). This site will be regularly updated to include HPRP resources developed by HUD and its technical assistance providers.

The information collection requirements contained in this application have been submitted to the Office of Management and Budget (OMB) for review under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Information is submitted in accordance with the regulatory authority contained in each program rule. The information will be used to rate applications, determine eligibility, and establish grant amounts.

Public reporting burden for this collection of information is estimated to be 16 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. To the extent that any information collected is of a confidential nature, there will be compliance with Privacy Act requirements. However, the substantial amendment to the Consolidated Plan 2008 Action Plan does not request the submission of such information.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Substantial Amendment to the Consolidated Plan 2008 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)

A. General Information

Grantee Name	City of Wichita
Name of Entity or Department Administering Funds	Housing and Community Services Department
HPRP Contact Person (person to answer questions about this amendment and HPRP)	Mary K. Vaughn
Title	Director
Address Line 1	332 N. Riverview
Address Line 2	
City, State, Zip Code	Wichita, KS 67203
Telephone	316-462-3795
Fax	316-462-3719
Email Address	mkvaughn@wichita.gov
Authorized Official (if different from Contact Person)	Carl Brewer
Title	Mayor
Address Line 1	455 N. Main St.
Address Line 2	
City, State, Zip Code	Wichita, KS 67202
Telephone	316-268-4331
Fax	316-858-7743
Email Address	cbrewer@wichita.gov
Web Address where this Form is Posted	www.wichita.gov/cityoffices/housing

Amount Grantee is Eligible to Receive*	**$1,168,490**
Amount Grantee is Requesting	**$1,168,490**

*Amounts are available at http://www.hud.gov/recovery/homelesspreventrecov.xls

B. Citizen Participation and Public Comment

1. Briefly describe how the grantee followed its citizen participation plan regarding this proposed substantial amendment (limit 250 words).

   Response: *The Wichita City Council approved the posting of the substantial amendment at its April 21, 2009 City Council meeting – which is a public meeting. Following the City Council meeting, staff posted the substantial amendment for public comment, in the Wichita Eagle and Community Voice newspapers. Copies were made available at the City's four Neighborhood City Halls, and visitors to the City's website were made aware of the amendment and invited to comment. Postings remained open until the end of the 12-day public comment period, May 3, 2009.*

2. Provide the appropriate response regarding this substantial amendment by checking one of the following options:

   ☐ Grantee did not receive public comments.
   ☐ Grantee received and accepted all public comments.
   ☐ Grantee received public comments and did not accept one or more of the comments.

3. Provide a summary of the public comments regarding this substantial amendment. Include a summary of any comments or views not accepted and the reasons for non-acceptance.

   Response:

C. Distribution and Administration of Funds

Reminder: The HPRP grant will be made by means of a grant agreement executed by HUD and the grantee. The three-year deadline to expend funds begins when HUD signs the grant agreement. Grantees should ensure that sufficient planning is in place to begin to expend funds shortly after grant agreement.

1. Check the process(es) that the grantee plans to use to select subgrantees. Note that a subgrantee is defined as the organization to which the grantee provides HPRP funds.

   ☐ Competitive Process
   ☐ Formula Allocation

þ Other (Specify: *The City of Wichita will follow the Continuum of Care process for identifying agencies with the capacity to deliver services funded by the HPRP), with the addition of a panel review and recommendation.*

2. Briefly describe the process(es) indicated in question 1 above (limit 250 words).

   Response: *The Continuum of Care planning team, along with other service providers, will be invited to provide input into the process for selection. Every attempt will be made to include representatives of agencies who provide one or more components of HPRP eligible service categories at the meeting. The objective will be to confirm overall program guidelines, such as eligibility criteria and areas of focus. In addition, specific categorical allocation amounts will be outlined, although flexibility will be exercised if actual experiences dictate the need to shift funds from one category to another.*

   Following the stakeholder meeting, a presentation schedule will be developed and interested applicants will be invited to present their plan to expend the funds within the program guidelines. An impartial panel, which will include a formerly homeless person now housed through the Housing First program, will evaluate all presentations and make funding award recommendations. City staff will prepare boilerplate contract documents based on the recommendations, and which include performance criteria.

   All of these steps will take place prior to July 2, 2009, so that by that time at the latest, contracts will be ready for execution following HUD approval of the substantial amendment and City receipt of the signed grant agreement.

3. Briefly describe the process the grantee plans to use, once HUD signs the grant agreement, to allocate funds available to subgrantees by September 30, 2009, as required by the HPRP Notice (limit 250 words).

   Response: *Once HUD signs the grant agreement, contracts will be presented to the City Council for approval at the first available City Council meeting date following receipt of the signed agreement. The contracts will have been prepared based on recommendations from the presentation panel described above. Once the City Council approves the contracts, signatures will be obtained. It is anticipated that contracts will be fully executed within 45 days of the date that HUD signs the grant agreement.*

4. Describe the grantee's plan for ensuring the effective and timely use of HPRP grant funds on eligible activities, as outlined in the HPRP Notice. Include a description

of how the grantee plans to oversee and monitor the administration and use of its own HPRP funds, as well as those used by its subgrantees (limit 500 words).

Response: *The City of Wichita will include in the contract documents, requirements for monthly performance and expenditure reports. These reports will document at a minimum, contacts made with potential clients, confirmation of individualized housing plans which reflect the goals of the HPRP program, payments made in support of the housing plans, and progress reports on clients who have been assisted. In addition to receipt of written monthly performance and expenditure reports, City staff will make at least one onsite visit per month, to selected contractor offices and to a sample of clients who have received assistance. These visits will be for the purpose of reviewing client files and agency processes, as well as confirming client progress.*

Contracts will also include cancellation provisions if expenditures are not timely. In the event that contracts are cancelled for less than timely expenditures, funds will be re-allocated to one or more of the following City-administered programs which provide short and medium term housing: Section 8 Housing Choice Voucher program; Prisoner Reentry; Shelter Plus Care; or Housing First. Because these programs are City-administered the City can more directly impact and improve the rate of expenditures, and ensure that funds are reaching clients in need. It should be noted that these programs may also apply for HPRP funding at the start of the program.

D. Collaboration

1. Briefly describe how the grantee plans to collaborate with the local agencies that can serve similar target populations, which received funds under the American Recovery and Reinvestment Act of 2009 from other Federal agencies, including the U.S. Departments of Education, Health and Human Services, Homeland Security, and Labor (limit 250 words).

   Response: *The City of Wichita will contact each local or state office through which American Recovery and Reinvestment Act funds may flow, and create a database of services and contact persons for each. That database will be made available to all subgrantees of the HPRP program, as well as the general public. Subgrantees will be encouraged to collaborate with any agencies whose services can be blended with HPRP efforts, to create a system of support which will achieve HPRP program goals. Subgrantees will be expected to report on such collaborations with the monthly performance and financial reports. In addition, efforts will be made to convene regular meetings (quarterly or biannually) of subgrantees and representatives of the other ARRA-funded programs, to exchange information and resources.*

2. Briefly describe how the grantee plans to collaborate with appropriate Continuum(s) of Care and mainstream resources regarding HPRP activities (limit 250 words).

   Response: *As stated earlier, the Continuum of Care providers will provide the primary point of collaboration in establishing general guidelines and expectations for distribution of HPRP funds. In addition, other community agencies who do not traditionally participate in Continuum of Care funding processes will be included, to ensure that all phases of the HPRP's goals are addressed. Thus, the process will include current homeless services providers (include those who shelter victims of domestic violence), partner agencies in the Section 8 Housing Choice Voucher programs (Shelter Plus Care, Veterans Affairs Supportive Housing, Prisoner Reentry), programs that serve children who are aging out of transitional housing programs, programs that serve persons living with HIV/AIDS, programs that provide substance abuse treatment, and the local school district. These agencies will help formulate the plan for services and will be invited to make presentations for funding.*

3. Briefly describe how HPRP grant funds for financial assistance and housing relocation/stabilization services will be used in a manner that is consistent with the grantee's Consolidated Plan (limit 250 words).

   Response: *The City of Wichita is in the process of preparing the 2009-2013 Consolidated Plan. Both the proposed new plan and the current one, address the needs of persons who are at risk of homelessness because they are cost burdened as relates to their housing, persons whose living conditions are substandard, and persons who are living in overcrowded housing units. The goal of the Consolidated Plan strategies is to provide assistance which will lead to self-sufficiency in as many cases as possible. The HPRP's emphasis on short-term assistance geared to stabilize participants so that they are able to maintain their housing without HPRP assistance is consistent with the City's Consolidated Plan strategies.*

E. Estimated Budget Summary

HUD requires the grantee to complete the following table so that participants in the citizen participation process may see the grantee's preliminary estimated amounts for various HPRP activities. Enter the estimated budget amounts for each activity in the appropriate column and row. The grantee will be required to report actual amounts in subsequent reporting.

HPRP Estimated Budget Summary			
	Homelessness Prevention	**Rapid Re-housing**	**Total Amount Budgeted**
Financial Assistance[1]	$422,117	$422,117	$844,234
Housing Relocation and Stabilization Services[2]	$74,491	$74,491	$148,982
Subtotal (add previous two rows)	**$496,608**	**$496,608**	**$993,216**

Data Collection and Evaluation[3]	$116,849
Administration (up to 5% of allocation)	$58,425
Total HPRP Amount Budgeted[4]	**$1,168,490**

[1]Financial assistance includes the following activities as detailed in the HPRP Notice: short-term rental assistance, medium-term rental assistance, security deposits, utility deposits, utility payments, moving cost assistance, and motel or hotel vouchers.

[2]Housing relocation and stabilization services include the following activities as detailed in the HPRP Notice: case management, outreach, housing search and placement, legal services, mediation, and credit repair.

[3]Data collection and evaluation includes costs associated with operating HUD-approved homeless management information systems for purposes of collecting unduplicated counts of homeless persons and analyzing patterns of use of HPRP funds.

[4]This amount must match the amount entered in the cell on the table in Section A titled "Amount Grantee is Requesting."

F. Authorized Signature

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

_____ _____

Signature/Authorized Official Date

_____

Title

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: CDBG Budget Modification (Districts I, III)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Authorize the recommended budget modification.

Background: On May 13, 2008, the City Council approved the 2008-09 Consolidated Plan Annual Action Plan. That plan included an allocation of $390,000 for the NCI/StopBlight/START program. The goal of the program is to eliminate blight as a part of the StopBlight initiative and to assist homeowners with exterior repairs in support of the START teams. To date, 12 households have been assisted with these funds, and 33 potential projects are being reviewed. Assuming all projects under review will be funded, the fund balance as of April 7, 2009, is $191,063.

Analysis: In order to support a focus on a new START team and other StopBlight activities in an area of south central Wichita, staff recommends funding an existing Office of Central Inspection (OCI) Neighborhood Inspector position from the remaining balance. This will support a position already assigned to this area, responsible for routine inspection duties such as initiating and following up on housing and zoning code cases, performing nuisance and graffiti inspections, and initiating tall grass and weeds cases. The position will also be a member of the new START team and will work with them to focus on small areas within south central Wichita, using the approach that has been successful in the northeast and southeast START areas. Those areas will continue to have START teams.

This new area is considered ideal for a number of reasons, including the fact that there is an active neighborhood association in the area, which will make for good partnerships. Additionally, the area is just south of the new arena neighborhood and focused neighborhood improvements will enhance and complement the arena area's benefits. In prior budgets CDBG funds have been allocated for Neighborhood Inspectors. That funding strategy is recommended at this time to demonstrate support for the new START area and to address OCI funding needs.

Financial Considerations: The total annual cost associated with this change is $61,500. This is within the original funding amount for this category and will not require general funds. If needed, stimulus program funds will be considered to offset the reduction of home repair funds for NCI/StopBlight/START.

Goal Impact: This proposed funding change will impact the Economic Vitality & Affordable Living and Quality of Life goals.

Legal Considerations: This modification will not require a substantial amendment to the Consolidated Plan Annual Action Plan, because it does not exceed 20% of the annual grant amount, nor is it a new activity.

Recommendations/Actions: It is recommended that the City Council authorize the recommended budget modification.

Attachments: Revised annual plan spreadsheet.

2009-2010 CONSOLIDATED PLAN ALLOCATIONS

CDBG - CAPITAL

	COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	Capital Improvement Projects				
	- Homeless Resource & Referral Center		$200,000	$200,000	
	Total - Capital Projects	**$0**	**$200,000**	**$200,000**	**$0**

CDBG - HOUSING

	COMMUNITY DEVELOPMENT BLOCK GRANT Housing Projects	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	Office of Central Inspection				
	Demolition and Clearance of Dangerous and Unsafe Buildings	$171,000	$171,000	$171,000	
	Housing and Community Services				
	- NIS Administration	$457,894	$482,173	$482,173	
	- Home Repair	$395,277	$493,931	$493,931	
	- Rental Housing Loan Program	$100,000			
	Community Based Home Repair				
	- Neighborhood Clean-Up	$50,000	$50,000	$50,000	
	- Secondary Structure Demolition Program	$5,000	$5,000	$5,000	
	Total - Housing Projects	**$1,179,171**	**$1,202,104**	**$1,202,104**	**$0**

CDBG - ECONOMIC DEVELOPMENT

	COMMUNITY DEVELOPMENT BLOCK GRANT Economic Development	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	- 13th/Grove Grocery Store Loan Guaranty (July 12, 2005)				
	Total - Economic Development	**$0**	**$0**	**$0**	**$0**

CDBG - NEW COMMUNITIES INITIATIVE/STOPBLIGHT

	COMMUNITY DEVELOPMENT BLOCK GRANT Housing and Community Services	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	- NCI/StopBlight/START - Property Improvements	$328,500			
	- NCI/StopBlight/START - Neighborhood Inspector	$61,500			
	Total - New Communities Initiatives	**$390,000**	**$0**	**$0**	**$0**

CDBG - NEIGHBORHOOD INITIATIVES/PROGRAM INCOME

	COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	CDBG Program Income: 08-09	$400,000			
	CDBG Program Income: 09-10			$500,000	
	Total - Neighborhood Initiatives	**$400,000**	**$0**	**$500,000**	**$0**

2009-2010 CONSOLIDATED PLAN ALLOCATIONS

CDBG - PUBLIC SERVICES

	COMMUNITY DEVELOPMENT BLOCK GRANT Public Services - CAP is $1,163,310	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	GRANTS REVIEW COMMITTEE	CITY STAFF	CITY COUNCIL
	City Manager's Office					
	- Neighborhood Assistance Program (DAB)	$325,108	$343,059		$343,059	
	Housing and Community Services					
	- Housing First Project Coordinator	$60,000	$63,605		$63,605	
RFP	**Women's Services**		$269,033		$269,033	
	- Catholic Charities, Inc. - Harbor House	$112,033		$118,375		
	- YWCA of Wichita - Women's Crisis Center/Safehouse	$157,000		$150,658		
RFP	**Youth Recreation and Enrichment**		$100,000		$100,000	
	-YMCA (Youth Recreation Alliance)	$100,000		$74,000		
	- Inter-Faith Ministries GoZones!			$18,000		
	- BBBS Leaders, Achievers, and Winners Camp			$8,000		
RFP	**Summer Youth Employment**		$163,186		163,186	
	- Wichita Family Services Institute	$51,846		$68,969		
	- Wichita Indochinese Center	$81,593		$0		
	- YMCA - Job Prep	$0		$94,217		
	Total - Public Services	**$887,580**	**$938,883**	**$532,219**	**$938,883**	**$0**

CDBG - PLANNING AND ADMINISTRATION

	COMMUNITY DEVELOPMENT BLOCK GRANT Planning and Administration - CAP is $534,564	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	Housing and Community Services				
	- CDBG Indirect Costs	$66,390	$57,749	$57,749	
	- CDBG Program Management	$334,239	$351,217	$351,217	
	- Urban League - Fair Housing Initiatives	$10,000			
	Planning Department				
	- Historic Preservation Planning	$92,117	$97,161	$97,161	
	- Mandated Consolidated Plan Activities	$24,255	$25,710	$25,710	
	Total - Planning and Admin.	**$527,001**	**$531,837**	**$531,837**	**$0**
	GRAND TOTAL - CDBG	**$3,383,752**	**$2,872,824**	**$3,372,824**	**$0**

Note: Proposed 09-10 total includes allocation of $2,672,824, $200,000 from recaptured unexpended funds and $500,000 in program income.

2009-2010 CONSOLIDATED PLAN ALLOCATIONS

HOME PROJECTS

	HOME INVESTMENT PARTNERSHIPS PROGRAM Projects	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	CITY STAFF	CITY COUNCIL
	Housing and Community Services				
	- HOME Investment Partnership Administration	$165,008	$158,416	$158,416	
	- HOME Operating Funds for CHDO's	$75,000	$50,000	$50,000	
	- HOMEownership 80 Program*	$563,217	$553,122	$553,122	
	- 2007 ADDI Downpayment/Closing Costs Grants**				
	- 2008 ADDI Downpayment/Closing Costs Grants**	$15,610	$0	$0	
	- Boarded-up House Program	$200,000	$150,000	$150,000	
	- Housing Development Loan Program	$205,031	$400,000	$400,000	
	- Deferred Loan Program	$175,000	$35,000	$35,000	
	Total HOME Projects	**$1,398,866**	**$1,346,538**	**$1,346,538**	**$0**

	HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO Set Aside Projects	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	GRANTS REVIEW COMMITTEE	CITY STAFF	CITY COUNCIL
	CHDO Set Aside		$237,625			
	Community Housing Services					
	- Single Family Home Development	$65,434		$46,582	$46,582	
	Mennonite Housing Rehab Services (MHRS)					
	- Single Family Home Development	$123,596		$89,004	$89,004	
	Power CDC					
	- Single Family Home Development	$77,884		$102,039	$102,039	
	Wichita Indochinese Center					
	- Single Family Home Development	$0				
	Total CHDO Set Aside Projects	**$266,914**	**$237,625**	**$237,625**	**$237,625**	**$0**
	Subtotal - HOME & CHDO Set Aside Projects	**$1,665,780**	**$1,584,163**		**$1,584,163**	**$0**
	GRAND TOTAL - HOME	**$1,665,780**	**$1,584,163**	**$1,584,163**	**$1,584,163**	**$0**

REVISED: April 14, 2009

2009-2010 CONSOLIDATED PLAN ALLOCATIONS

ESG PROJECTS

	EMERGENCY SHELTER GRANT	2008/2009 ALLOCATIONS	2009/2010 SUGGESTED ALLOCATIONS	GRANTS REVIEW COMMITTEE	CITY STAFF	CITY COUNCIL
	Emergency Shelter Grant - Final Allocation					$125,266
	Essential Services - Maximum Allocation (30%)		**$37,579**			
	- Catholic Charities - Anthony Family Shelter	$4,659		$5,693	$4,659	
	- Inter-Faith Ministries - Inter-Faith Inn	$4,258		$4,214	$4,258	
	- Inter-Faith Ministries - Safe Haven	$0		$1,000	$0	
	- Salvation Army - Emergency Lodge	$6,311		$16,440	$6,311	
	- United Methodist Open Door	$20,771		$0	$20,686	
	Maintenance and Operations		**$43,845**			
	- Catholic Charities - Anthony Family Shelter	$19,488		$24,272	$19,389	
	- Catholic Charities - Harbor House	$6,689		$8,920	$6,662	
	- Inter-Faith Ministries - Inter-Faith Inn	$19,544		$22,125	$19,447	
	- Inter-Faith Ministries - Safe Haven	$8,755		$8,813	$8,719	
	- Salvation Army - Emergency Lodge	$15,708		$10,960	$15,618	
	- YWCA - Women's Crisis Center	$3,614		$4,024	$3,599	
	Homeless Prevention - Maximum Allocation (30%)		**$37,579**			
	- Center of Hope - Rent Assistance	$9,693		$12,542	$9,655	
	Administration - Maximum Allocation (5%)		**$6,263**			
	- Human Services Department - ESG Administration	$6,289		$6,263	$6,263	
	GRAND TOTAL - ESG	**$125,779**	**$125,266**	**$125,266**	**$125,266**	**$0**

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: Petition for Asbestos and Lead Based Paint Mitigation in a Building located at 324 N. Emporia (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the Petition.

Background: In 1996 the City Council approved a program that provides special assessment funding to encourage owners of buildings in the Core Area to eliminate health hazards associated with asbestos and lead based paint. The owner of a building located at 324 N. Emporia has submitted the required Petition. The signature on the Petition represents 100% of the improvement district.

Analysis: The building was originally Wichita High School. It is being converted to an apartment building. The asbestos abatement financing is part of a larger special assessment financing that includes façade improvement financing. The total amount of special assessment financing, including both asbestos and façade, is approximately $900,000. City practice for projects totaling over $500,000 is to require approval of the project by means of a maximum assessment ordinance, whereby the assessment is legally levied against the benefitting property before the improvements are undertaken. As part of the process, a public hearing is scheduled for not less than two weeks following the approval of the petition.

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

Financial Considerations: The project budget is $85,000, with the total paid by special assessments. The Office of Urban Development has conducted a financial analysis of the apartment project.

Goal Impact: This project addresses the Dynamic Core Area goal by facilitating improvements to a privately owned building.

Legal Considerations: State Statutes provide the City Council authority to use special assessments to finance asbestos and lead based paint mitigation for privately owned buildings.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution setting a public hearing on May 5, 2009, and authorize the necessary signatures.

Attachments: Petition and Resolution.

132019

First Published in the Wichita Eagle on April 24, 2009

RESOLUTION NO. 119

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE MITIGATION OF ASBESTOS AND LEAD BASED PAINT AT 324 N. EMPORIA (472-84811) 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 MIITGATION OF ASBESTOS AND LEAD BASED PAINT AT 324 N. EMPORIA (472-84811) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to mitigate Asbestos and Lead Based Paint at 324 N. Emporia (472-84811).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Eighty Five Thousand Dollars ($85,000).

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:

J.R. Mead's Addition

Lots 53, 55, 57, 59, 61, 63, and 65 on Emporia Avenue in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas

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

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

SECTION 5. 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 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on May 5, 2009, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. 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 8. 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 21st day of April, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

ASBESTOS AND LEAD BASED PAINT MITIGATION PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record (Wichita High, LLC, a Kansas limited liability company) as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots, 53, 55, 57, 59, 61, 63, 65, on Emporia Avenue, all located in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas,

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

(a) That it is necessary and in the public interest to mitigate asbestos and lead based paint in a building addressed as 324 N. Emporia.

(b) That the estimated and probable cost of the foregoing improvements is Eighty Five Thousand Dollars ($85,000).

(c) That the boundaries of the improvement district include the lots, parcels or tracts above described.

(d) That 100% percent of the total actual cost of the improvements be assessed against the improvement district.

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 stage 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.

(e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or

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

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
IMPROVEMENT DISTRICT Lots 53, 55, 57, 59, 61 63, and 65, on Emporia Avenue, all located in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas	Wichita High, LLC By _____ David Burk	

Agenda Item No. III-9.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: Special Assessment Financing Program for Asbestos and Lead Paint Management – Program Modifications

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Approve the program modifications.

Background: During the 1996 legislative session, House Bill 2923 was passed which permits the use of special assessment financing to pay for the abatement of asbestos and lead-based paint in privately owned buildings. The City sought this legislative authority to provide incentives, alternatives, and affordable means for building owners to deal with hazardous materials so that their existence does not impede the redevelopment of privately-owned commercial and industrial buildings in Wichita.

The City Council adopted a resolution authorizing the use of special assessment financing for management of asbestos and lead-based paint per KSA 12-6a01 and KSA 12-6a02 on August 27, 1996. City staff has recently received the first application for the use of the program.

By using special assessment financing, the cost of the abatement of the hazardous materials is paid up front and repaid by the property owner over a 15-year period. To secure the City's financing, a special assessment lien is placed on the real property.

Analysis: The procedures have been developed for property owners to acquire special assessment financing to manage and abate asbestos and lead-based paint in private buildings. The original procedures didn't include a requirement that the property owner substantiate the need for gap financing in the project in order to be able to use the program. Staff recommends that this requirement be included in the program. This requirement could result in denials of applications.

Gap financing uses market-based assumptions of how much of a project's funding can reasonably be financed by conventional methods of raising private capital – borrowing money from banks (debt financing) and finding investors (equity financing) – and compares that aggregate amount to the full cost of the project, with the difference being the amount of gap financing needed, if any. The assumed amount of debt financing takes into account market-based loan-to-value requirements and debt service coverage. The assumed amount of equity financing takes into account market-based requirements for an investor's return on investment (ROI).

Financial Considerations: There are no financial impacts to the City regarding adding the additional criteria to the program application requirements.

Goal Impact: The goals addressed by this program include Economic Vitality and Affordable Living, Quality of Life and Core Area and Neighborhoods by 1) adding to the value of the tax base, 2) redeveloping an underutilized downtown property and 3) providing additional housing options in the core area.

Legal Considerations: The significance of the recommended change is to make sure that special assessment financing is actually necessary for the viability of the project. The addition of this program criteria is a policy issue for the City Council.

Recommendations/Actions: It is recommended that the City Council approve the addition of substantiation by the property owner of the need for project gap financing in the procedures for utilization of the Special Assessment Financing for Asbestos and Lead Paint Management.

Attachments: Original program description brochure. (This will be updated upon Council action to modify the program application requirements.)

...Provides Incentives for Redevelopment of Wichita Buildings.

City of Wichita
Development Assistance Center
City Hall, 13th Floor
455 N. Main
Wichita, KS 67202

Special Assessment Financing for Asbestos and Lead Paint Management...

THE CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

During the 1996 legislative session, House Bill 2923 was passed which permits the use of special assessment financing to pay for the management of asbestos and lead-based paint in privately owned commercial buildings. The City sought this legislative authority to provide incentives, alternatives and affordable means for building owners to deal with these hazardous materials so that their existence does not impede the redevelopment of Wichita buildings.

By using special assessment financing, a property owner can have the City pay for the abatement of the hazardous materials up-front, and repay the City over a 15-year period in annual or semi-annual installments based on interest rates that reflect the City's very strong credit. To secure the City's financing, a special assessment lien is placed on the real property.

The following information is provided to assist you with this process.

Following are the steps in the process of establishing a benefit district for the project:

- The owner(s) of the property and building contact(s) the Development Assistance Center to provide notification of their intent to use special assessment financing for abatement of asbestos and/or lead-base paint. A certificate of ownership must also be provided.

- The property/building owner(s) are required to hire an Asbestos Hazard Emergency Response Act (AHERA) certified inspector to do an initial assessment of the quantities of asbestos, prepare abatement specifications/requirements and provide an estimate of the cleanup costs. The building owner contracts with a KDHE licensed Asbestos Control contractor to have the asbestos abated, and/or with a lead-base paint abatement contractor who follows Environmental Protection Agency and/or Housing and Urban Development Lead-Based Paint Assessment Protocol.

- After receiving the survey results, the owner contacts City Engineering (268-4548) to request a petition for the creation of a special benefit district.

- After City Engineering receives the completed, signed petition from the landowner, the City Council authorizes a resolution to establish a special benefit district.

- Upon completion of the work, the contractor submits to City Engineering a statement of costs and certified documentation that the work has been done in accordance with all applicable requirements and that all payments have been made to suppliers and subcontractors. The owner must employ a certified inspector to inspect the project after the cleanup and provide certification that all asbestos and/or lead-based paint has been abated or managed.

- Payment is made by the City to the owner and the costs are special assessed to the landowner.

- City Engineering prepares a Statement of Final Costs, including City administrative costs, that is presented to the City Council for approval.

- Either at the same meeting or successive meetings, the City Council receives the proposed assessment roll, orders a public hearing, holds the public hearing and adopts the assessment ordinance which levies the assessment against the owner's property.

- Upon final adoption of the assessment ordinance, a statement of assessment is mailed to the owner which indicates the principal amount of the assessment.

- After observing a 30-day pay-in period, during which the owner can pay the principal amount in whole, the City sells 15-year general obligation bonds to permanently finance the project, based on the Statement of Cost.

- Using the interest rate obtained on the bonds to determine the amount of the annual installments, the City spreads the assessment payments on the County tax roll.

- Each year thereafter, the City certifies to the County that the payments are due and owing and the County Treasurer includes the assessment on the tax bill mailed to the owner each November.

- The owner may pay each year's assessment in whole by each December 20, or pay half then and the other half by the following June 20.

This special financing option is being facilitated through the Development Assistance Center of the City Manager's Office. Please call 268-4371 for assistance or additional information.

September 1996

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: Resolution Considering the Adoption of the Arena Neighborhood Phase 1 Project Plan, Center City South Redevelopment District (Districts I & VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Adopt the resolution setting a public hearing for consideration of the Arena Neighborhood Phase 1 Project Plan.

Background: On December 9, 2008, the City Council adopted an ordinance expanding the Center City South Redevelopment District, for the purpose of providing tax increment financing (TIF) to pay a portion of the costs of a redevelopment project in that area. The next step in establishing the legal authority to use tax increment financing is the adoption by the City Council of a redevelopment project plan, which provides more detailed information on the proposed project and how tax increment financing would be used, and demonstrates how the projected increase in property tax revenue will amortize the costs financed with tax increment financing.

Similar to the process for establishing or expanding a TIF district, adoption of a TIF project plan also requires a public hearing to be held by the City Council, following the giving of proper notice, prior to adopting an ordinance that approves the project plan. The action needed to set the public hearing is by adoption of a resolution.

Analysis: Completion of the 15,000-seat Intrust Bank Arena in Downtown Wichita will be a catalyst for redevelopment in the surrounding neighborhood. Private investment and redevelopment is expected to increase property tax revenues to offset the City's cost for infrastructure improvements around the Arena. City infrastructure projects include reconstruction of streets adjacent to and near the Arena, a streetscape design manual and Arena wayfinding. A TIF project plan has been prepared in consultation with the Wichita-Sedgwick County Metropolitan Area Planning Commission, which has made a finding that the project is consistent with the Comprehensive Plan for development of the area. The date of June 2, 2009 at the regular City Council meeting is proposed for the public hearing on the Arena Neighborhood Phase 1 Project Plan.

If adopted by the City Council, the attached resolution calling for the public hearing will be sent to the owners and occupants of all property located within the Arena Neighborhood Phase 1 Project Area, by certified mail. The resolution includes a map that shows the boundaries of the

redevelopment district and project area. The resolution will also be published in the *Wichita Eagle* and copies will be provided to the Board of County Commissioners and Board of Education and their appropriate staff.

After closing the public hearing on June 2nd, the City Council may adopt the Project Plan by ordinance, by two-thirds majority vote. Once adopted, the City will be authorized to use tax increment financing to finance eligible project costs. However, any expenditure of public funds on any project costs will be governed by the terms of all other necessary proceedings governing the expenditure of public funds.

Financial Considerations: All costs of reproducing, mailing and publishing the resolution will be paid from the City's Economic Development Fund and will be ultimately reimbursed from the proceeds of tax increment financing.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. Redevelopment of blighted 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 resolution has been reviewed by the Department of Law and approved as to form. The resolution sets a public hearing and does not authorize the use of tax increment financing.

Recommendation/Action: It is recommended that the City Council adopt the resolution setting a public hearing on June 2, 2009 for consideration of the Arena Neighborhood Phase 1 Project Plan and authorize the necessary signatures.

Attachment(s): Resolution Considering the Adoption of the Arena Neighborhood Phase 1 Project Plan, Center City South Redevelopment District

OCA 028001

First Published in the Wichita Eagle on May 22, 2009

Resolution No. 09-107

A RESOLUTION STATING THE CITY OF WICHITA IS CONSIDERING THE ADOPTION OF A REDEVELOPMENT PROJECT PLAN FOR THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT.

WHEREAS, by Ordinance No. 47-475 adopted May 8, 2007, and published May 11, 2007, the City of Wichita established a redevelopment district pursuant to K.S.A. 12-1770 et seq., as amended, known as the Center City South Redevelopment District; and

WHEREAS, the City, by Resolution No. 07-167 passed March 13, 2007, adopted a redevelopment district plan which identifies proposed redevelopment areas and proposed buildings and facilities to be constructed or improved; and

WHEREAS, the City, by Ordinance No. 48-124 adopted December 9, 2008, and published December 12, 2008, the City of Wichita expanded the Center City South Redevelopment District pursuant to K.S.A. 12-1770 et. Seq. as amended and adopted an amended redevelopment district plan which identifies proposed and specific redevlopment project areas and improvements; and

WHEREAS, the City of Wichita proposes to undertake a Redevelopment Project within the Center City South. Redevelopment District, known as Arena Neighborhood Phase I, consisting of reconstruction of portions of Emporia Avenue, St. Francis Street, William Street and Topeka Avenue, Streetscaping Design and Arena Wayfinding and related public improvements as set out in the Redevelopment Project Plan; and

WHEREAS, the City has prepared a Redevelopment Project Plan for said Project in accordance with K.S.A. 12-1772 and is considering the adopting of the Plan; and

WHEREAS, a relocation assistance plan under K.S.A. 12-1777 is included in the Redevelopment Project Plan; and

WHEREAS, the Wichita Sedgwick County Metropolitan Area Planning Commission has reviewed the proposed Redevelopment Project Plan and determined that the Redevelopment Project Plan is consistent with the comprehensive general plan for the development of the City;

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

1. The City of Wichita is considering the adoption of a Redevelopment Project Plan for the Center City South Redevelopment District.

2. The City of Wichita will hold a public hearing to consider the adoption of the Redevelopment Project Plan on the 2nd day of June 2009, at 9:00 a.m., or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas.

3. The Redevelopment Project will be located within the Center City South Redevelopment District, the boundaries of which are set forth in Exhibit "A" attached hereto. The boundaries of the area proposed to be included in the Redevelopment Project area are also set forth in Exhibit "A" attached hereto and are legally described as set forth in Exhibit "B" attached hereto.

4. The Arena Neighborhood Phase I Project Plan and a map of the area to be redeveloped are available for inspection during the regular office hours in the office of the City Clerk, City Hall, 13th Floor, 455 N. Main, Wichita, Kansas. The Redevelopment Project Plan includes the feasibility study, comprehensive plan, maps and boundary descriptions, descriptions of the public improvement projects, and other information pertinent to the project.

5. The governing body will consider making findings and taking action necessary for the adoption of the Redevelopment Project Plan at the public hearing set to be heard herein.

6. It is determined and notice is hereby given that the City may issue full faith and credit tax increment bonds pursuant to K.S.A. 12-1774, as amended, to finance the Redevelopment Project, in whole or in part.

7. A copy of this Resolution shall be delivered to the Sedgwick County Board of County Commissioners and to the Board of Education of Unified School District No. 259. Copies of this Resolution shall also be mailed by certified mail to each owner and occupant of land within the proposed redevelopment project area not more than ten (10) days following the date of adoption of this Resolution.

8. This Resolution shall be published once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing. Such publication shall include Exhibit "A" which is a sketch clearly delineating the area in sufficient detail to advise the reader of the particular land proposed to be included within the project area.

ADOPTED this ____ day of _____, 2009.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

APPROVED AS TO FORM:

_____

Gary Rebenstorf, City Attorney

EXHIBIT "A"

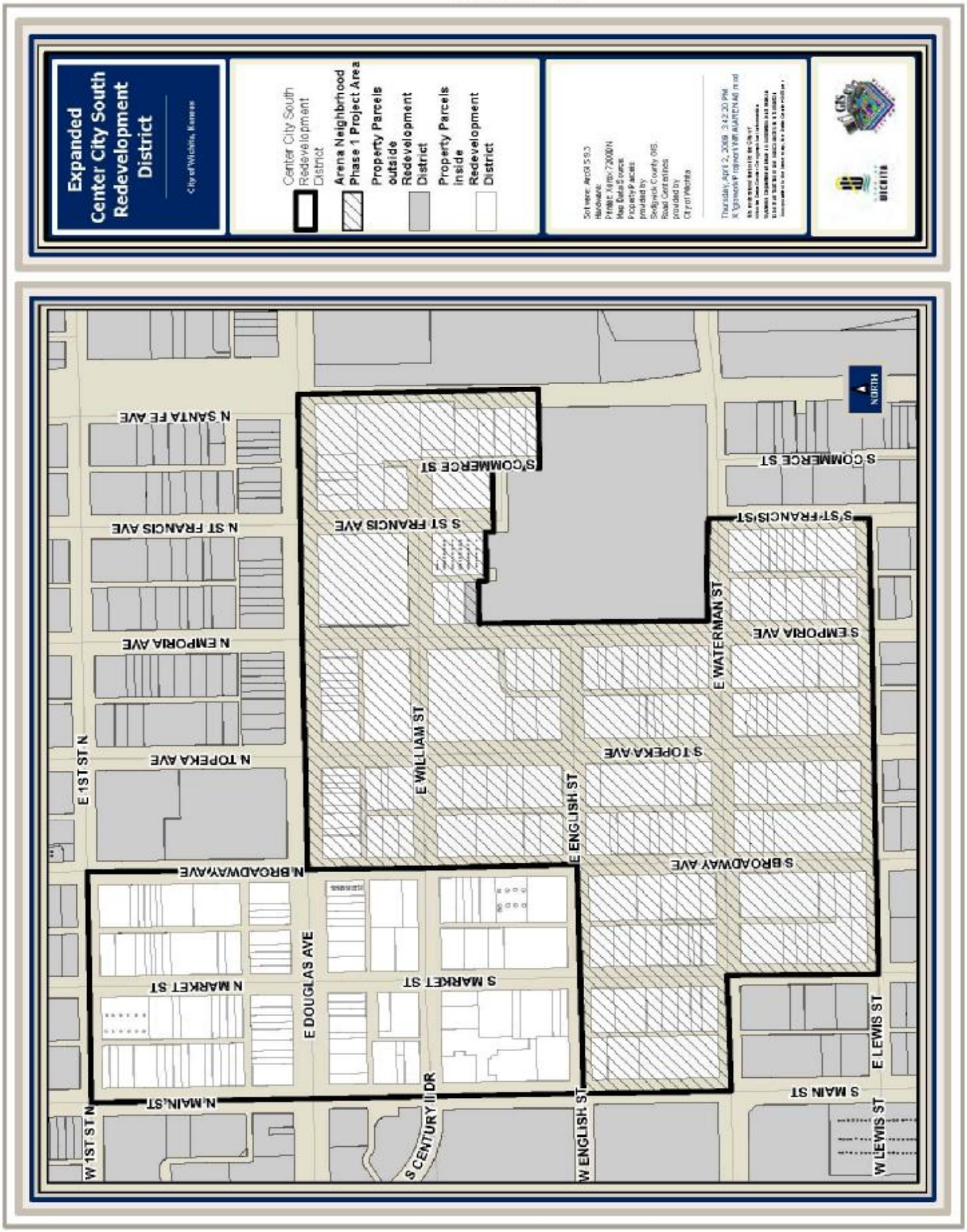
Expanded Center City South Redevelopment District
City of Wichita, Kansas
Center City South Redevelopment District
Arena Neighborhood Phase 1 Project Area
Property Parcels outside Redevelopment District
Property Parcels inside Redevelopment District
NORTH
N SANTA FE AVE
N ST FRANCIS AVE
N EMPORIA AVE
N TOPEKA AVE
E 1ST ST N
N BROADWAY AVE
N MARKET ST
N MAIN ST
W 1ST ST N
E DOUGLAS AVE
S CENTURY II DR
S MARKET ST
S COMMERCE ST
S ST FRANCIS AVE
E WILLIAM ST
S TOPEKA AVE
E ENGLISH ST
W ENGLISH ST
S BROADWAY AVE
E WATERMAN ST
S EMPORIA AVE
S MAIN ST
E LEWIS ST
W LEWIS ST

EXHIBIT B

Legal Description of the Arena Neighborhood Phase I Project Area

All property located in Wichita, Sedgwick County, Kansas within the boundaries beginning at the intersection of the centerline of Broadway Avenue and the north right of way line of Douglas Avenue; thence east to the east right of way line of Santa Fe Avenue; thence south to the south right of way line of Waterman Street; thence west to the east right of way line of St. Francis Street; thence south to the south right of way line of Lewis Street; thence west to the west right of way line of Market Street; thence north to the south right of way line of Waterman Street; thence west to the centerline of Main Street; thence north to the north right of way line of English Street; thence east to the center line of Broadway Avenue; thence north to the point of beginning; excluding Lot 1 Block 1 Sedgwick County Arena Addition; and including all street rights of way within such described area.

City of Wichita

Center City South Redevelopment District

Arena Neighborhood Phase I
Project Plan

April 21, 2009

Prepared by City of Wichita
Office of Urban Development

I N D E X

1. Comprehensive Financial Feasibility Study

2. Redevelopment District Plan

3. Map and Legal Description of Property to be Redeveloped

4. Relocation Assistance Plan

5. Description of Proposed Redevelopment Project

6. City Council Ordinances and Resolutions

7. Metropolitan Area Planning Commission Resolution {draft}

Comprehensive Financing Feasibility Study for the

Arena Neighborhood Phase I Project

within the

Center City South Redevelopment District

City of Wichita, Kansas

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PROJECTED REVENUE (BENEFITS) …….	4-5
PROJECTED EXPENDITURES (COSTS) ……	6
CONCLUSIONS …….	6

Map of the Redevelopment District and Project Area……EXHIBIT I
Assumptions Report ……...EXHIBIT II
Projected Tax Increment Report ……EXHIBIT III
Projected Bond Cash Flow Report …….EXHIBIT IV

Overview

Sections 12-1770 through 12-1780d of the Kansas Statutes ("the Act") provide a means for cities to finance all or a portion of public infrastructure and redevelopment costs with incremental real estate and sales taxes. The purpose of the Act is to "promote, stimulate and develop the general and economic welfare of the State of Kansas and its communities, and to assist in the development and redevelopment of blighted areas and deteriorating areas which are not yet blighted, but may be so in the future, located within cities…".

A city may exercise the powers conferred under the Act provided that the governing body of the city has adopted a resolution finding that the specific area sought to be developed or redeveloped is a blighted area, a conservation area or was designated an enterprise zone prior to July 1, 1992. In addition, the city must find that the conservation, development or redevelopment of such an area is necessary to promote the general and economic welfare of the city.

One or more redevelopment projects may be undertaken within the District. Kansas Statutes require projects to be completed within 20 years from transmittal of the redevelopment project plan pursuant to K.S.A. 12-1776, with the exception of environmental investigation and remediation projects which must be completed within 20 years from the date the City enters into a consent decree with the Kansas Department of Health and Environment or the U.S. Environmental Projection Agency, unless the County and School District have expressly consented to a 10-year extension of the term.

For each redevelopment project undertaken within the District, a redevelopment project plan ("the Project Plan") must be prepared in consultation with the City Planning Commission. The Project Plan must include the following:

1. A summary or copy of the Comprehensive Financial Feasibility Study.

2. A reference to the statutorily required district plan for the District.

3. A description and map of the area to be redeveloped ("the Project").

4. The Relocation Assistance Plan (if applicable).

5. A detailed description of all buildings and facilities proposed to be constructed or improved.

6. Any other information the City deems necessary to advise the general public of the intent of the Project Plan.

The Comprehensive Financial Feasibility Study (this document) must show that the benefits derived from the specified redevelopment project will exceed the costs, and that the income therefrom will be sufficient to pay for the applicable project costs. Benefits are determined to be the aggregate revenues of the redevelopment project including increment income, assessment income, interest income, private party contributions and any other available funding sources. Costs are determined to be the total of eligible project expenditures as defined by K.S.A. 12-1770a, including the payment of principal and interest of debt used to finance the redevelopment project.

Pursuant to all the provisions of the Act, the City of Wichita has, by Ordinance No. 47-475 dated May 8, 2007, found a portion of the City was designated as an enterprise zone prior to July 1, 1992 and that redevelopment of the area is necessary to promote the general and economic welfare of the City. With adoption of Ordinance No. 47-475, the City established and designated such area as the Center City South Redevelopment District ("the District"). On December 9, 2008, by Ordinance No. 48-124, the City expanded the District. The District boundaries are shown in Exhibit I. Ordinance No. 48-124 also amended the statutorily required district plan for the redevelopment of the District, originally approved with Ordinance No. 47-475. The amended district plan limits TIF expenditures in the expanded district to those specified in the district plan.

The City is currently considering the adoption of a Project Plan for the proposed Arena Neighborhood Phase I Project within the designated Center City South Redevelopment District ("the Project"). Sedgwick County is in the process of constructing a 15,000 seat sports and entertainment arena east of the Center City South Redevelopment District, scheduled to open in January 2010. The construction of the Intrust Bank Arena is expected to be a catalyst for downtown redevelopment. In anticipation of expected private investment in redevelopment surrounding the Intrust Bank Arena, the City of Wichita developed the Arena Neighborhood Redevelopment Plan (ANRP) to guide the planning and redevelopment of the area. The Center City Redevelopment District is located within the ANRP area, whose boundaries are the railroad tracks on the east, Kellogg/U.S. 400 on the south, Main Street on the west and the properties located on the north side of Douglas Avenue on the north. The ANRP identifies and recommends appropriate and likely types of redevelopment projects and where in the Plan Area they would be best suited, and recommends various public infrastructure improvements that will be needed to accommodate the redevelopment area.

The City anticipates the construction of the new Intrust Bank Arena will encourage redevelopment projects and increase property values in the area. Investment from redevelopment projects and real estate activity is expected to increase assessed values, and tax revenue, enough to pay for TIF funded projects. Several private redevelopment projects are already being planned. Adoption of the Phase I Project Plan will allow the City to use tax increment financing to finance certain eligible project costs associated with redevelopment of the area within the Expanded Center City South Redevelopment District (the "Project Area") as depicted in Exhibit I. Specifically, the City will reconstruct streets, provide streetscape and Arena Wayfinding.

General Description of Tax Increment

Property tax increment financing involves the creation of an increment (increase over a base value) in the real estate taxes that are generated from a defined geographic area of a community. Upon establishment of a redevelopment district, the total assessed value of all taxable real estate within the district for that year is determined. This valuation is referred to as the district's "Original Assessed Value." Property taxes attributable to the district's Original Assessed Value are annually collected and distributed by the county treasurer to the appropriate city, county, school district and all other applicable taxing jurisdictions in the same manner as other property taxes.

As new development occurs within the redevelopment district, the total assessed value of the district, in any given year, will normally exceed its Original Assessed Value. Property taxes generated by applying the sum of the property tax rates of all applicable taxing jurisdictions to the incremental increase in assessed value (over and above the Original Assessed Valuation) is referred to as the "property tax increment". All property tax increment is collected by the County and distributed to the City to be deposited in a special tax increment fund.

Sales tax increment financing involves the creation of an increment (increase over a base value) in the local sales taxes that are generated from a defined geographic area of a community. Upon establishment of a redevelopment district, a base value of local sales tax collections within the district is determined. As new commercial development occurs within the redevelopment district, sales tax collections are expected to increase above the base value. Pursuant to city law governing the use of local sales tax revenue, the City does not intend to collect incremental sales tax revenues as "sales tax increment".

Tax increment funds may only be used to pay for certain statutorily-defined eligible project costs, including principal and interest on debt issued, in whole or in part, to finance eligible project costs within the redevelopment district. Such debt includes notes, special obligation bonds, full faith and credit tax increment bonds, and other debt instruments. The City intends to issue its full faith and credit tax increment bonds to finance Arena Neighborhood Phase I Project costs that are eligible for tax increment financing, including infrastructure improvements, streetscaping and pedestrian improvements.

Project Description

The Arena Neighborhood Phase I project area consists of residential, commercial, office and warehouse buildings, a large portion of land consists of vacant or parking lots. Many buildings in the area are old and dilapidated and have above average vacancy rates. Investment and redevelopment will increase as the Intrust Bank Arena opens in January 2010. Projects are expected to consist of new construction on the vacant and unused lots and renovation of existing buildings. Several private redevelopment projects are currently being planned, with more expected as activity increases around the Arena.

Redevelopment activity is expected to increase property values, and tax revenue, enough to pay for TIF funded projects. Increased activity with the Arena has created growth in assessed values greater than the City's average appreciation. This growth is enough to pay for a portion of the projects needed before the Arena opens. The Neighborhood Phase I Project Plan is expected to pay for a portion reconstruction of Emporia from Waterman to William; St. Francis from the Arena to Douglas; William from Emporia to Commerce; Topeka from Waterman to Lewis as well as a streetscaping design manual and arena wayfinding.

Projected Revenues (Benefits)
Captured Assessed Value

It is the City's intention to use the property tax increment generated by the District to pay the debt service on general obligation bonds issued by the City to finance a portion of its contribution to the Project. The property tax increment is based on the District's increase in assessed value over its Original Assessed Value. An increase in value of 5.3% was recorded on January 1, 2008 and is expected to continue above normal growth as new projects occur.

The Total Assessed Value for the Project Area as of January 1, 2008 is $5,838,253. The Original Assessed Value of the Project Area, as assessed in January 2007 for taxes payable in 2007-2008, is $5,542,144, according to data provided by the City of Wichita Geographic Information Service Office. Therefore, the Captured Assessed Value of the TIF District as of January 1, 2008 is $296,109.

For the purpose of this analysis, it is assumed that the Total Assessed Value of the District will increase during the life of the project period at the annual inflation rate of 2%.

Property Tax Rates

In order to determine the amount of tax increment generated by the District in any given year, the Captured Assessed Value of the District must be multiplied by the sum of the tax rates for all *applicable* taxing jurisdictions for that year. For taxes levied in 2008 and payable in 2009, the applicable rate is 102.545 mills as shown below. The State of Kansas rate of 1.5 mills and the statewide education levy of 20 mills are not applicable to TIF and have been omitted from the following total:

Jurisdiction	Mill Rate (2008)
City of Wichita	31.979
Sedgwick County	31.333
USD No. 259	33.238
SSMID	5.995
TIF-Applicable Mill Rate	102.545

Projected Property Tax Increment and Other Project Revenue

The projected property tax increment generated by the District is shown in column 7 of Exhibit III. Such projections are based on captured assessed values derived from captured assessed valuations and tax rates as previously discussed. The Intrust Bank Arena is expected to generate redevelopment throughout the Center City South Redevelopment District. Although this redevelopment is expected to create above normal growth in assessed values, for the purpose of this report, it is conservatively estimated that assessed values in this area will grow at the rate of 2% per year.

The first phase of arena neighborhood infrastructure improvements will cost $11,276,119. The City and County have committed to a construction coordination agreement for funding the first phase of the arena neighborhood infrastructure improvements. As part of the agreement, the County agrees to finance $7,718,450 of the first phase of improvements. City utilities will fund $2,007,669 and Tax Increment Financing will pay for the remaining $1,550,000. Under the terms of the District Plan, 70% of tax increment revenue from the expanded area of the Redevelopment District will be used for tax increment financing. The remaining 30% will be redistributed, using the existing mill levy formula, to the City, County and School District. The City intends to reinvest its portion of the 30% redistribution towards payment of the TIF bonds (column 11 of Exhibit III).

All tax increment shall be allocated and paid by the Sedgwick County Treasurer to the City Treasurer in the same manner and at the same time as normal property taxes. All such incremental taxes must be deposited in a special fund of the City for the payment of eligible redevelopment costs.

Projected Expenditures (Costs)

A projected budget for the eligible project costs in the Project Area is listed below.

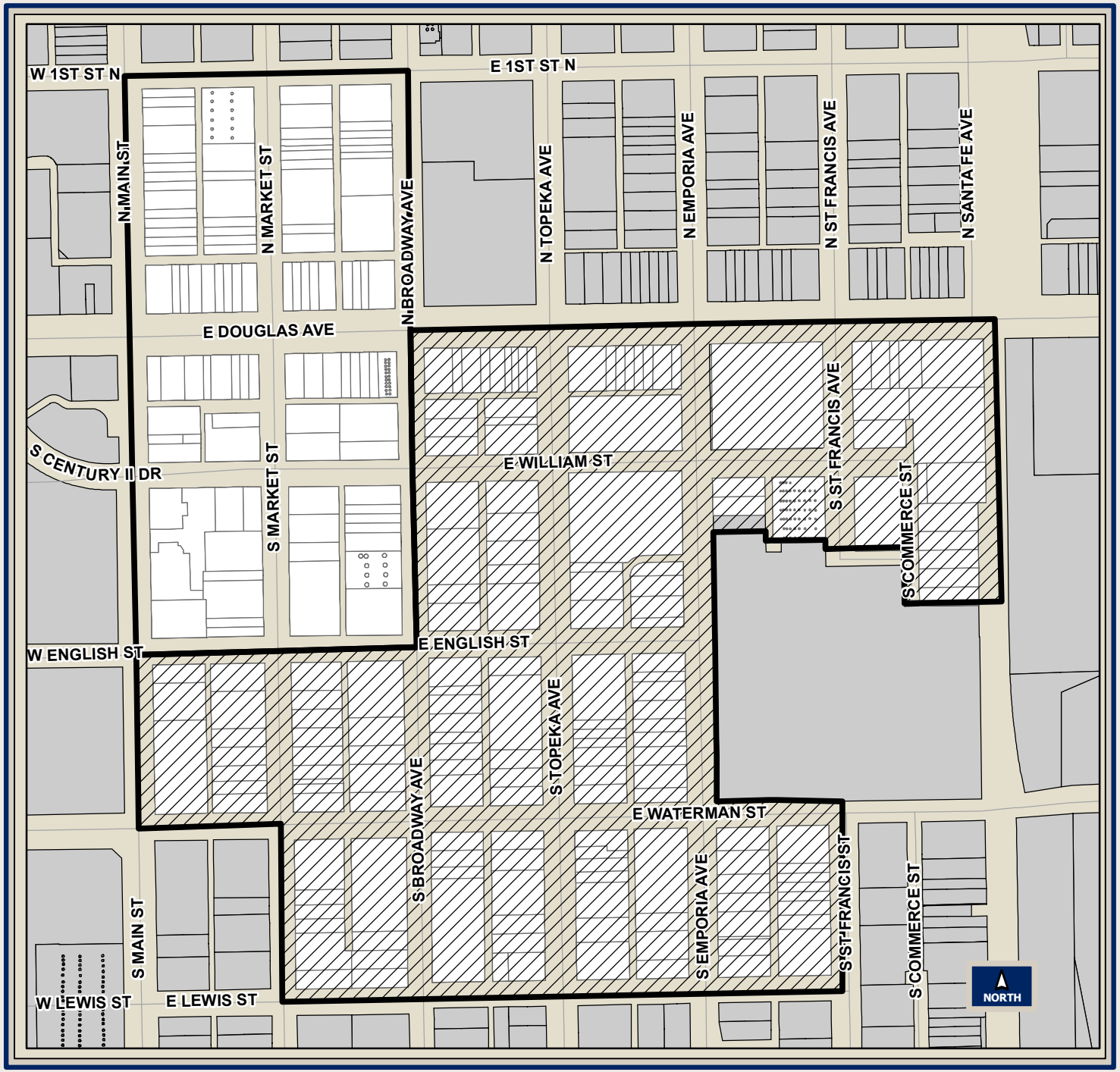
Sources	
Par Amount of TIF Bonds	$ 1,580,000.00
Sedgwick County Arena Sales Tax Revenue	$ 7,718,450.00
City Utilities	$ 2,007,669.00
	$11,306,119.00
Uses	
Street Reconstruction	$11,126,119.00
Streetscaping design manual & Arena wayfinding	150,000.00
Financing and Other Costs	30,000.00
	$11,306,119.00

It is anticipated that Sedgwick County will fund $7,718,450 of the projects costs with revenue from the Sedgwick County Arena Sales Tax. City Utilities will pay for $2,007,669 and $1,580,000 will be financed with Tax Increment Financing. All TIF eligible project costs will be financed with general obligation (full faith and credit) tax increment financing bonds issued by the City. Exhibit IV illustrates a $1,580,000 taxable general obligation tax increment bond issue sold in 2011.

Conclusions

Kansas Statutes require that the Comprehensive Financial Feasibility Study must demonstrate that the benefits derived from the Project will exceed the costs, and that the income therefrom will be sufficient to pay for all eligible project costs. As previously discussed, Exhibit III illustrates the projections of tax increment through the year 2028. Projected net tax increment revenue is available to pay debt service on full faith and credit tax increment financing bonds issued to finance eligible project costs designated for such financing.

Exhibit IV (Projected Bond Cash Flow Report) illustrates that projected tax increment from the District will be sufficient to pay for all eligible project costs including the projected debt service on general obligation bonds issued to finance such costs. As such, this report demonstrates that the revenues (benefits) of the District and Project Area exceed the expenditures (costs).



Expanded Center City South Redevelopment District

City of Wichita, Kansas

- Center City South Redevelopment District
- **Arena Neighbrhood Phase 1 Project Area**
- **Property Parcels outside Redevelopment District**
- **Property Parcels inside Redevelopment District**

Software: ArcGIS 9.3
Hardware:
Printer: Xerox 7200DN
Map Data Source:
Property Parcels provided by Sedgwick County GIS.
Road Centerlines provided by City of Wichita

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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"

Assumptions Report

City of Wichita, Kansas
Center City South Redevelopment District
Arena Neighborhood Phase I Project

Description of Project Area	See Map (Exhibit I)
Original Appraised Value (1/1/07)	$45,561,950
Original Assessed Value (1/1/07)	4,164,253
2008 Appraised Value (1/1/08)	$49,961,950
2008 Assessed Value (1/1/08)	5,542,144

2008 Mill Rates (2009 Pay)	Total	TIF Applicable
City of Wichita	31.979	31.979
Sedgwick County	31.333	31.333
USD No. 259	53.238	33.238
State of Kansas	1.500	NA
SSMID	5.995	5.995
Total	122.051	102.545

Property Value Inflation Rate	2%

Projected Tax Increment Report

City of Wichita, Kansas
Center City South Redevelopment District
Arena Neighborhood Phase I Project

Levy & Appraised Year (1)	Year Taxes Distributed (2)	Total Assessed Value (3)	Original Assessed Value (4)	Captured Assessed Value (5)	Mill Rate (6)	Tax Increment Collected (a) (7)	70% Allocation to Debt Service (9)	City of Wichita Revenue (10)	TIF Revenue Available for Debt Service (11)
2008	2009	5,838,253	5,542,144	296,109	102.545	30,364	21,255	3,373	24,628
2009	2010	5,973,806	5,542,144	431,662	102.545	44,265	30,985	4,918	35,903
2010	2011	6,093,282	5,542,144	551,138	102.545	56,516	39,562	6,279	45,841
2011	2012	6,215,148	5,542,144	673,004	102.545	69,013	48,309	7,667	55,976
2012	2013	6,339,451	5,542,144	797,307	102.545	81,760	57,232	9,083	66,315
2013	2014	6,466,240	5,542,144	924,096	102.545	94,761	66,333	10,527	76,860
2014	2015	6,595,564	5,542,144	1,053,420	102.545	108,023	75,616	12,001	87,617
2015	2016	6,727,476	5,542,144	1,185,332	102.545	121,550	85,085	13,504	98,589
2016	2017	6,862,025	5,542,144	1,319,881	102.545	135,347	94,743	15,036	109,779
2017	2018	6,999,266	5,542,144	1,457,122	102.545	149,421	104,594	16,600	121,194
2018	2019	7,139,251	5,542,144	1,597,107	102.545	163,775	114,643	18,195	132,838
2019	2020	7,282,036	5,542,144	1,739,892	102.545	178,417	124,892	19,821	144,713
2020	2021	7,427,677	5,542,144	1,885,533	102.545	193,352	135,346	21,480	156,826
2021	2022	7,576,230	5,542,144	2,034,086	102.545	208,585	146,010	23,173	169,183
2022	2023	7,727,755	5,542,144	2,185,611	102.545	224,123	156,886	24,899	181,785
2023	2024	7,882,310	5,542,144	2,340,166	102.545	239,972	167,981	26,660	194,641
2024	2025	8,039,956	5,542,144	2,497,812	102.545	256,138	179,297	28,456	207,753
2025	2026	8,200,755	5,542,144	2,658,611	102.545	272,627	190,839	30,287	221,126
2026	2027	8,364,770	5,542,144	2,822,626	102.545	289,446	202,612	32,156	234,768
2027	2028	8,532,066	5,542,144	2,989,922	102.545	306,602	214,621	34,062	248,683

EXHIBIT III

Projected Bond Cash Flow Report

City of Wichita, Kansas
Center City South Redevelopment District
Arena Neighborhood Phase I Project

Annual Period Ending (1)	Principal (2)	G.O. Interest Rate (3)	Interest (4)	P&I (5)	Net Tax Increment (7)	Annual Balance (8)	Cumulative Balance (9)
9/1/2009					24,628		
9/1/2010					35,903	24,628	24,628
9/1/2011	50,000	4.00%	31,600	81,600	45,841	(35,759)	(11,131)
9/1/2012	5,000	4.00%	61,200	66,200	55,976	(10,224)	(21,355)
9/1/2013	5,000	4.00%	61,000	66,000	66,315	315	(21,040)
9/1/2014	10,000	4.00%	60,800	70,800	76,860	6,060	(14,980)
9/1/2015	20,000	4.00%	60,400	80,400	87,617	7,217	(7,763)
9/1/2016	30,000	4.00%	59,600	89,600	98,589	8,989	1,226
9/1/2017	40,000	4.00%	58,400	98,400	109,779	11,379	12,605
9/1/2018	55,000	4.00%	56,800	111,800	121,194	9,394	21,999
9/1/2019	65,000	4.00%	54,600	119,600	132,838	13,238	35,237
9/1/2020	80,000	4.00%	52,000	132,000	144,713	12,713	47,950
9/1/2021	95,000	4.00%	48,800	143,800	156,826	13,026	60,976
9/1/2022	110,000	4.00%	45,000	155,000	169,183	14,183	75,159
9/1/2023	125,000	4.00%	40,600	165,600	181,785	16,185	91,345
9/1/2024	140,000	4.00%	35,600	175,600	194,641	19,041	110,385
9/1/2025	160,000	4.00%	30,000	190,000	207,753	17,753	128,138
9/1/2026	175,000	4.00%	23,600	198,600	221,126	22,526	150,664
9/1/2027	195,000	4.00%	16,600	211,600	234,768	23,168	173,832
9/1/2028	220,000	4.00%	8,800	228,800	248,683	19,883	193,715
	1,580,000		805,400	2,385,400	2,615,019	193,715	

Funding Source					
Project Description	**County**	**City Utilities**	**TIF**	**City CIP**	**Total**
Projects Needed Prior to Arena Opening					
Emporia, Waterman to William	$391,697	$632,291	$512,041		**$1,536,029**
Topeka, Kellogg to Waterman	$1,028,297		$320,206		**$1,348,503**
Washington & Waterman Intersection	$5,311,742	$1,375,378			**$6,687,120**
William, Emporia to Commerce	$359,782		$380,176		**$739,958**
St. Francis, Arena Site to Douglas	$383,423		$262,577		**$646,000**
Railroad Bridge @ Waterman	$168,509				**$168,509**
Downtown Wayfinding Design	$75,000		$75,000		**$150,000**
Arena Wayfinding Improvements	TBD				**$0**
Subtotal	**$7,718,450**	**$2,007,669**	**$1,550,000**	**$0**	**$11,276,119**

District Plan

EXHIBIT "C"

DISTRICT PLAN FOR THE REDEVELOPMENT OF THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

October 23, 2008

SECTION 1: PURPOSE

A district plan is required for inclusion in the establishment or expansion of a redevelopment district under K.S.A. 12-1771(a). The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describes in a general manner the buildings and facilities to be constructed, reconstructed or improved.

SECTION 2: DESCRIPTION OF TAX INCREMENT FINANCING

Projects financed through tax increment financing typically involve the creation of an "increment" in real estate property tax revenue. 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 are paid to the City to fund one or more redevelopment projects in the redevelopment district, and the remaining portion is paid to all taxing jurisdictions. The portion of property taxes paid to the City in this way is determined by the increase in assessed value of the properties within the redevelopment district as a result of the new development occurring within the area. When the aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value, tax increment revenue is generated. Certain improvements within the district may be funded by the City and repaid over a specified period of time with this incremental revenue. The property taxes attributable to the assessed value existing prior to redevelopment, the "original valuation," are distributed to all taxing jurisdictions just as they were prior to redevelopment.

SECTION 3: BUILDINGS AND FACILITIES

The proposed redevelopment district is within the city limits of Wichita, Kansas. The district is generally bounded on the east by the Central Rail Corridor, Emporia Avenue and St. Francis Street, on the south by Lewis and Waterman Streets, on the west by Market and Main Streets, and on the north by Douglas Avenue and 1st Street North. Property owned by Sedgwick County and used for the Intrust Bank Arena is excluded from the redevelopment district.

The area included in the proposed district qualifies as a conservation area under state law governing the use of tax increment financing. A majority of the buildings in the area are more than 50 years old, many of which were built before 1930. Except for the Douglas Avenue corridor, most of the proposed redevelopment district is less densely developed than the northern part of Downtown Wichita, with more low-rise office, retail and warehouse structures and open parking lots. Over the years, many of the higher-density buildings in the area have been removed, leading to a pattern of under-utilization of property. Many of the surviving older buildings are showing signs of delapidation and need of rehabilitation.

SECTION 4: REDEVELOPMENT

The proposed district is located in an important redevelopment area within the City of Wichita, surrounding the site of the new Sedgwick County Arena, which is located between Emporia Avenue and the railroad tracks, between William and Waterman Streets. The redevelopment of this area has been the object of a major land-use and redevelopment planning project, called the Arena Neighborhood Redevelopment Plan. The Plan identifies and recommends a variety of land uses and infrastructure improvements to influence and guide the redevelopment of the area that is expected as a result of the construction of the arena. The establishment of the proposed redevelopment district will provide an appropriate source of funding to assist the City in providing infrastructure improvements and partnering with private developers in bringing new developments to the area.

The Arena Neighborhood Redevelopment Plan has conceptually divided the redevelopment district into four major redevelopment project areas, each with a distinct redevelopment goal. The ***Douglas Avenue Corridor District*** project area is located generally in the norther portion of the redevelopment district along Douglas Avenue and for which the

redevelopment goal is to be a high intensity business corridor, primarily office and support commercial uses with upper level residential opportunities. The goal of the ***English/William Street District*** project area which is located generally in the center portion of the redevelopment district along English Street and William Street is to be a walkable urban mixed-use district of primarily commercial and office uses as well as public and residential uses. The ***Broadway Neighborhood District*** project area which is located generally in the southern portion of the redevelopment district and includes the area from Waterman to Kellogg and from Main to Emporia. Its goal is to redevelop as an urban residential environment with support commercial opportunities serving residents and Kellogg users. The ***Commerce Street Arts District*** project area which is located generally in the eastern portion of the redevelopment district and is to be a unique experiential arts area with live / work studio opportunities.

It is anticipated that there will be a number of individual redevelopment projects undertaken within the proposed redevelopment district, which will qualify for assistance from tax increment financing. Several are currently in various stages of preparation at this time. Projects will include mixed-use developments, residential, office, retail, entertainment, hotels and other uses. They will include demolition and new construction as well as rehabilitation of existing buildings.

SECTION 5: USE OF TAX INCREMENT FINANCING

Tax increment financing may generally be used for property acquisition, site preparation, utilities, drainage, street improvements, streetscape amenities, public outdoor spaces, landscaping and parking facilities in the redevelopment district; provided, however, that within the expansion area being added to the original Center City South Redevelopment District, which was established on May 8, 2007, by Ordinance No. 47-475, it is the expressed intent of the City of Wichita to limit the use of tax increment financing within the expansion area of the Center City South Redevelopment District to finance the costs of constructing, reconstructing and improving the following street segments, intersections, streetscape improvements, landscaping, lighting and signage projects, including the costs of design, engineering, surveying and inspection:

Market Street, Lewis Street to Douglas Avenue
Topeka Avenue, Lewis Street to Douglas Avenue
Emporia Avenue, Lewis Street to Douglas Avenue
St. Francis Avenue, William Street to Douglas Avenue
St. Francis Avenue, Lewis Street to Waterman Street
William Street, Main Street to Commerce Street
English Street, Main Street to Emporia Avenue
Lewis Street, Market Street to St. Francis Avenue
Wayfinding Improvements including Streetscape Design Manual
Construction of new parking facilities, with tax increment funded costs not to exceed $10,000,000

In addition to limiting the use of tax increment financing to the above specified improvement projects, the City will stipulate in the project plans for any redevelopment project located within the expansion area that an amount equal to seventy percent (70%) of the tax increment realized from taxpayers in the expansion area shall be allocated by the County Treasurer to the City to finance authorized project costs and the remainder shall be allocated and paid to taxing districts in the same manner as other ad valorem taxes. The limits described in this section shall not apply to redevelopment projects located in the original Center City South Redevelopment District.

SECTION 6: PROJECT PLANS

Per statute, any proposed redevelopment projects will be presented to the Governing Body in segments through the adoption of separate redevelopment Project Plans. Each Project Plan will identify specific project areas located within the established redevelopment district and will include detailed descriptions of the projects as well as a financial feasibility study that shows the economic benefits out-weigh the costs. Project Plans must be reviewed by the Metropolitan Area Planning Commission and submitted to a public hearing following proper notification of property owners and occupants, before they can be adopted by a two-thirds majority vote of the Governing Body. Only then can tax increment income be spent on redevelopment projects.

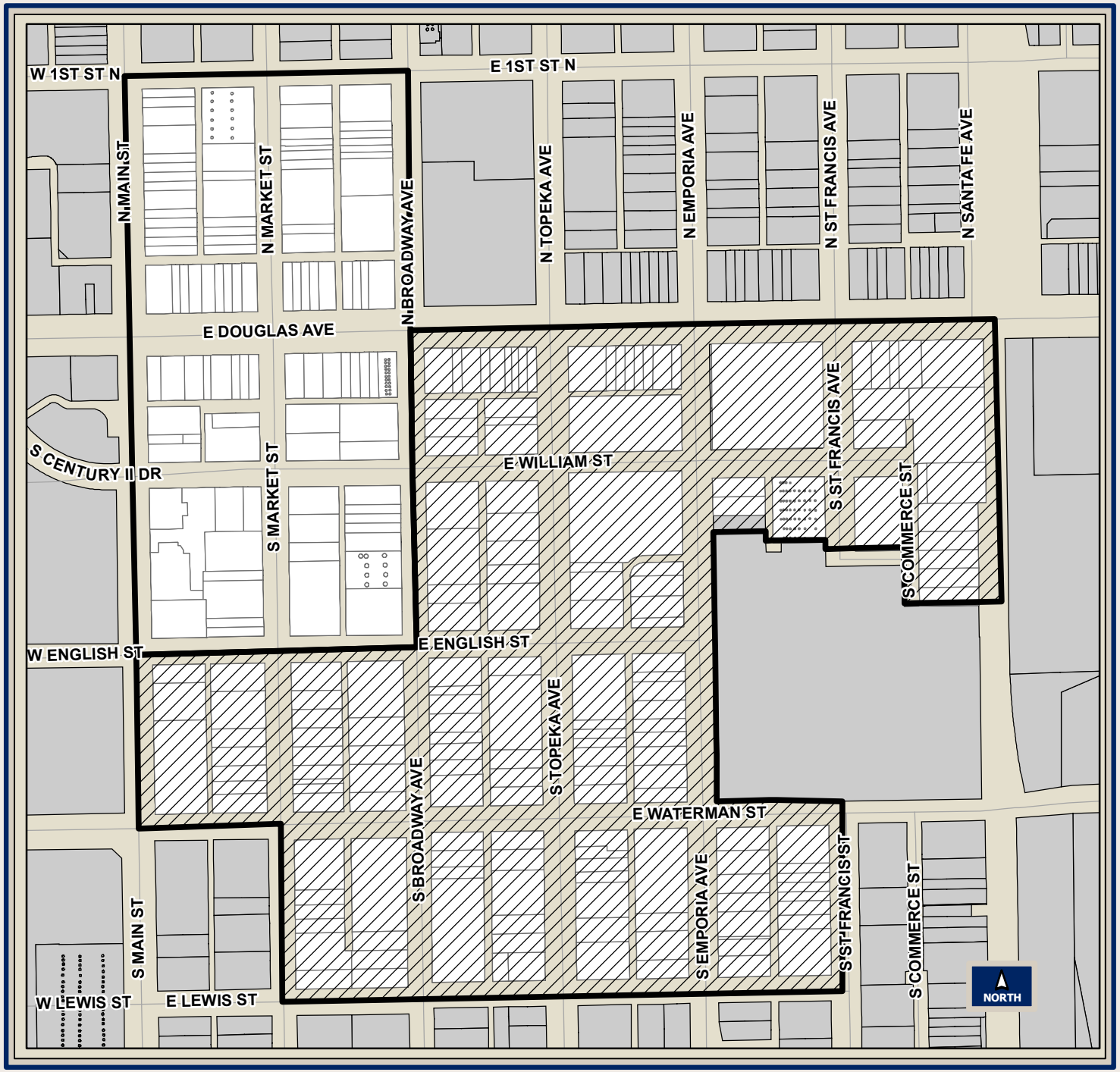
Relocation Assistance Plan

RELOCATION ASSISTANCE PLAN

(K.S.A. 12-1777)

Assistance for the relocation of persons, families or businesses from property acquired in conjunction with the Arena Neighborhood Phase I Project is not required. No persons or families will be displaced as a result of the Project and no tenants will be relocated other than within the Project boundaries.

Map and Legal Description of Property to be Redeveloped



Expanded Center City South Redevelopment District

City of Wichita, Kansas

- Center City South Redevelopment District
- **Arena Neighbrhood Phase 1 Project Area**
- **Property Parcels outside Redevelopment District**
- **Property Parcels inside Redevelopment District**

Software: ArcGIS 9.3
Hardware:
Printer: Xerox 7200DN
Map Data Source:
Property Parcels provided by Sedgwick County GIS.
Road Centerlines provided by City of Wichita

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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"

EXHIBIT B

Legal Description of the Arena Neighborhood Phase I Project Area

All property located in Wichita, Sedgwick County, Kansas within the boundaries beginning at the intersection of the centerline of Broadway Avenue and the north right of way line of Douglas Avenue; thence east to the east right of way line of Santa Fe Avenue; thence south to the south right of way line of Waterman Street; thence west to the east right of way line of St. Francis Street; thence south to the south right of way line of Lewis Street; thence west to the west right of way line of Market Street; thence north to the south right of way line of Waterman Street; thence west to the centerline of Main Street; thence north to the north right of way line of English Street; thence east to the center line of Broadway Avenue; thence north to the point of beginning; excluding Lot 1 Block 1 Sedgwick County Arena Addition; and including all street rights of way within such described area.

Description of Proposed Arena Neighborhood Phase I Project

Center City South Redevelopment District

DESCRIPTION OF PROPOSED ARENA NEIGHBORHOOD PHASE I PROJECT

Sedgwick County is currently constructing a 15,000- seat sports and entertainment facility in Downtown Wichita (the Intrust Bank Arena), scheduled to be complete in January 2010. One of the major motivations for building the facility in the downtown area is to provide a catalyst for downtown redevelopment. The City will be responsible for overseeing, guiding and fostering the economic development that is expected to accompany the Intrust Bank Arena. To that end, the City has undertaken a major planning project, called the Arena Neighborhood Redevelopment Plan (ANRP). The ANRP identifies and recommends appropriate and likely types of redevelopment projects and where in the Plan Area they would be best suited, and recommends various public infrastructure improvements that will be need to accommodate the redevelopment projects.

The Arena Neighborhood Plan envisions a mixed use neighborhood that will connect two existing entertainment districts, WaterWalk and Old Town. Redevelopment activity in the neighborhood is expected to increase as the Arena nears completion. The City anticipates that the redevelopment investment activity around the Arena will create an increase in assessed property values enough to support TIF financing for a portion of the costs of eligible improvements. Several private redevelopment projects are already being planned for the area.

City and County officials are working closely together to coordinate planning, parking and infrastructure improvements to make the Arena Neighborhood successful. Staff has identified several street, parking and infrastructure improvements necessary for the Intrust Bank Arena and neighborhood to succeed. These projects have been segregated by importance and will be funded as redevelopment occurs.

The Arena Neighborhood Phase I project plan contains the first group of projects that need completion before the Arena opens. Phase I will be funded by a combination of County Arena Sales Tax Revenue, County Utilities and Tax Increment Financing. Projects that will be partially funded by Tax Increment Financing include:

- Emporia – Waterman to William
- St. Francis – Arena Site to Douglas
- William – Emporia to Commerce
- Topeka – Waterman to Lewis
- Downtown/Arena Wayfinding Design

City Utilities and the County, with funds from the Arena Sales Tax will also reconstruct the following streets and bridges:

- Washington and Waterman Intersection
- Railroad Bridge @ Waterman

USE OF TAX INCREMENT FINANCING

The City of Wichita has undertaken the legal steps necessary to establish a redevelopment district pursuant to state laws (K.S.A. 12-1770 *et seq*.) in order to use tax increment financing ("TIF") to fund reconstruction of streets surrounding the Arena, a streetscape design manual and wayfinding improvements. Upon adoption of this project plan, the City will have established its authority under state law to issue general obligation bonds to finance the TIF-funded improvements, which bonds will be repaid from the incremental increase in property taxes resulting from the redevelopment of the Project Area. The TIF-funded improvements consist of the following:

- **Public improvements** – The City will use Tax Increment Financing in the amount of $1,475,000 to finance a portion of the construction of the specified street segments listed above.
- **Streetscaping design manual and Arena wayfinding** – The City will hire a consulting firm to provide the services listed, Tax Increment Financing will pay for $75,000 of the cost.
- **Total TIF**-funded costs -- $1,550,000.

Agenda Item No. III-11.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: Interdepartmental Development Tracking System Software Replacement Project

INITIATED BY: Office of Central Inspection/Information Technology Department

AGENDA: New Business

Recommendations: Authorize staff to negotiate a contract with Infor Global Solutions for software, software licensing, professional services, year-one prorated maintenance and on-going annual maintenance costs for the Interdepartmental Development Tracking System Software Replacement Project, and for the Infor Global Solutions (Infor) business licensing product, and authorize the necessary contract signatures.

Background: On July 15, 2008, the City Council approved a proposed Interdepartmental Development Tracking System (IDTS) Software Replacement Project (land use, land development, construction permitting, code enforcement, inspection and licensing management/tracking), with a budget of up to $1,000,000, and authorized staff to prepare and issue a request for proposals. The proposed IDTS project budget included vendor software, software licensing, required professional services and on-going maintenance costs, and associated hardware upgrade costs.

The Council-approved IDTS Software Replacement Project will replace the City's current development, permitting and licensing software system (Tidemark), which is over a decade old. There are currently about 140 multi-department employee users of Tidemark, including approximately 50 wireless and/or remote inspector-users. Tidemark also provides several citizen-facing Internet services, including: construction permitting; permit inspection scheduling and resulting; and citizen access to land use, permitting and code enforcement case information. However, *Tidemark software, by declaration of the vendor, is at end of life cycle and will not be supported by the vendor within the next two (2) years. During this "phase down", no new functionality or product enhancements will be forthcoming.* Additionally, the 12-13 year old Tidemark product and architectural platform will simply not support many new web-based and/or Internet technologies and services, most of which can dramatically improve citizen access, "e-commerce" capacity, ease of use, wireless capabilities, information flow, communication and data storage/retrieval.

Analysis: Since Council approval of the IDTS Software Replacement Project in July 2008, a request for proposals (RFP) was developed by the IDTS Software Replacement Project Staff Screening and Selection Committee (SSSC). The RFP was issued in September 2008, with RFP responses due in late October 2008. The RFP included several optional bid response items, including software, professional services and annual maintenance for a replacement interactive voice response system (IVRS), wireless mobile solution software, and a Web-based business license software system for use by the Finance Department Express Office.

RFP responses were received from eight (8) vendors. After review by the SSSC and IT Department technical staff, the competition was narrowed to the top four (4). The top four (4) vendors made on-site product demonstrations to the SSSC and IT Department technical staff during January 2009. In late January 2009, the SSSC narrowed the competition to the top two (2) vendors, both of whom demonstrated the ability to meet or exceed the minimum requirements of the RFP. The top two (2) vendors were the only vendors with an operational, fully Web-based product, a key criterion for the replacement software (for overall product flexibility and longevity). After additional discussions and product/technical reviews with the top two (2) vendors, and completion of vendor reference checks, "best and final offers" were obtained from the top two (2) vendors. Both vendors significantly reduced their initial bid pricing. In late February 2009, the SSSC made a final recommended vendor selection – *Infor Global Solutions*. The cost for Infor is approximately 20% lower than the cost of the other top vendor, and Infor's ongoing annual maintenance costs (technical support, upgrades, new product releases) are about 60% less than the other top vendor. If fact, Infor's annual maintenance costs are significantly less than the annual maintenance costs for the current Tidemark software.

The total IDTS Replacement Project cost (including software, software licenses, professional services and year-one prorated maintenance) for the Infor product, mobile wireless solution software and IVRS replacement is $812,368. Hardware upgrades to support the IDTS project are estimated to cost an additional $87,017. The total IDTS Replacement Project cost, plus a 5% contingency allowance, is $944,350.

In addition to the originally approved IDTS Software Replacement Project and budget, the Finance Department will participate in the project with the purchase of the Infor business license software product, software licenses, professional services, year-one prorated maintenance and a contingency allowance at a total cost of $145,000. The Infor business licensing product will replace the current Finance Department/Express Office business licensing software, enabling a web-based solution through an application for business, pet and garage sale licenses.

Financial Considerations:

Funding in the amount of $944,350 is required for the IDTS Software Replacement Project (including software, software licenses, professional services, year-one prorated maintenance, hardware upgrades and a 5% contingency allowance). Funding in the amount of $145,000 is required for the Infor business license software for the Finance Department (including software, software licenses, professional services, year-one prorated maintenance and a contingency allowance).

The City Council previously approved funding from the following sources:

Office of Central Inspection Special Revenue Fund Reserve	$ 400,000
City (IT/IS) Equipment Replacement Fund (ERF)	400,000
City ERF Loan (48 months, 0%), if needed, up to:	200,000
Total	$1,000,000

However, due to economic changes within the Office of Central Inspection, the additional OCI Special Revenue Fund reserve is not available. There are sufficient funds available within the City (IT/IS) Equipment Replacement Fund (ERF) for this purchase. As the economy and development activity increases, a payback methodology for the Office of Central Inspection portion of this project will be developed and implemented.

The Finance Department portion will be paid from the ERF with a payback structured for 4 years derived primarily from a reduction the maintenance costs.

The current funding allocation reflects:

City (IT/IS) Equipment Replacement Fund (ERF)	$ 400,000
City ERF Loan	689,350
Total	$1,089,350

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This item impacts the *Provide a Safe and Secure Community* and *Support a Dynamic Core Area and Vibrant Neighborhoods* goals by providing more effective and efficient delivery of land use development, construction permitting, construction inspection, business licensing and neighborhood code enforcement service delivery, while providing enhanced communication and better information to citizens who use or rely on these services.

Legal Considerations: The Internal Auditor has reviewed the work of the Staff Screening and Selection Committee and confirms compliance with the City's vendor selection process. The Law Department was represented as a member of the Staff Screening and Selection Committee, and will review and approve as to form the final contract with Infor Global Solutions.

Recommendations/Actions: It is recommended that the City Council authorize staff to negotiate a contract with Infor Global Solutions for software, software licensing, professional services, year-one prorated maintenance and on-going annual maintenance costs for the Interdepartmental Development Tracking System Software Replacement Project, and for the Infor Global Solutions business licensing product, and authorize the necessary signatures.

REVISED April 17, 2009 **Agenda Item No. III-12.**

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: ~~Agreement for~~ Wichita Rail Grade Separation and Consolidation Study (All Districts)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the ~~Agreement and~~ Resolution.

Background: With work on the Central Rail Corridor Project to be completed this year, it is proposed that a study be initiated to develop a master plan for future railroad improvements in the City.

Analysis: The study will focus on the entire Wichita area and in particular: 1) the area south of Kellogg along the BNSF and UPRR tracks, 2) the area between 21st St. North and 37th St. North along the BNSF, UPRR and WTA tracks and 3) the area from downtown to the northwest along the K & O Rail Corridor. If Council approves the establishment of the project and budget, an ~~RFP~~ **RFQ** will be issued to select a consultant to assist staff with this work. The study will concentrate on additional grade separation opportunities as well as possible consolidation.

Financial Considerations: A budget of $1,000,000 is requested at this time. The current CIP includes 3.5 million in General Obligation funding for 2009 for rail corridor work. In addition, the City has received a HUD EDI grant in the amount of $205,800 that can be applied to this project. A portion of this available funding can be used for the study.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving railroad traffic through Wichita.

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

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

Attachments: CIP Sheet and Resolution.

132019

First Published in the Wichita Eagle on April 24, 2009

RESOLUTION NO. 09-108

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO IMPROVE THE **BNSF, UP AND WTA RAILROAD CORRIDORS (472-84805).**

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

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

A Railroad Separation Study of the Southern BNSF/UP Railroad Corridor, the Northern BNSf/UP/WTA Railroad Corridor and the Northwest K&O Railroad Corridor .

SECTION 2: The total cost is estimated not to exceed **$1,000,000**, exclusive of the costs of interest on borrowed money, with the total paid by the issuance of bonds by the City of Wichita at large.

SECTION 3: That the advisability of said improvements is established and authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

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

PASSED by the governing body of the City of Wichita, Kansas, this 21st day of April,

2009.

_____
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	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	3/18/2009	Railroad Separation Study

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

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

12. Project Cost Estimate

ITEM	GO	SA	LST	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Railroad			$1,000,000	$1,000,000
Totals			$1,000,000	$1,000,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472-84805

13. Recommendation: Approve the Project, Resolution, Agreement

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

Agenda Item No. III-13.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and Council Members

SUBJECT: New Central Library Architectural Programming Services (District VI)

INITIATED BY: Wichita Public Library

AGENDA: New Business

Recommendation: Approve the contract.

Background: The Wichita Public Library System Master Plan, 2006-2021 was endorsed by the City Council on September 12, 2006. On November 6, 2007, the City Council adopted a $30,000,000 bonding resolution, initiated the Capital Improvement Project (CIP) for a new Central Library and authorized negotiation to acquire property once a site was selected. A Real Estate Purchase Contract and Lease Agreement to acquire property at 711 West 2nd Street as the location for the new Central Library was approved by Council on June 3, 2008. The next phase of this project is completion of a building program to define size and spatial relationships of the interior components desired in a new facility.

Analysis: A Request for Qualification (RFQ) was released to 40 firms in November, 2008. Seven (7) firms submitted responses reviewed by a screening committee of representatives from the City Manager's Office, Finance, Law and Public Works Departments as well as the Library, the Library Board of Directors and the Library Foundation Board of Directors. Responses were reviewed and evaluated upon the qualifications of the programming team, experience in preparing architectural programs for major library projects and a review of similar projects for which building programs have been recently prepared. Four firms, Godfrey's Associates, HB+M|Providence, PSA Dewberry and Robert H. Rohlf Associates, were invited to Wichita to make presentations to the screening committee, members of the Library Board and staff. Two of these firms included architects as part of their teams. Three of the firms included professionally trained librarians with experience working on building projects. Presentations included overviews of methodologies to be used in the programming process as well as a review of the experience and expertise of the programming team from each firm.

Based upon the information in the initial RFQ response and the additional material provided in the presentations, HB+M|Providence was determined to be the firm best positioned to assist with the building program for a Wichita Central Library. This project team includes both architects and librarians. The firm was selected based on their qualifications, experience on similar projects, and staff negotiating a final price to complete the work.

Financial Considerations: The total cost of the project, including reimbursable expenses, will not exceed $121,850. Funding is through the project's budget in the Capital Improvement Program.

Goal Impact: Creation of a new Central Library supports City of Wichita goals for Quality of Life and Neighborhoods as well as Visioneering Wichita's goals for downtown development and libraries.

Legal Considerations: The proposed contract and scope of services have been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the selection of HB+M|Providence for creation of a building program for the new Central Library and authorize the Mayor to sign the contract.

Attachment: Contract and Scope of Services

CONTRACT FOR ARCHITECTURAL PROGRAMMING SERVICES
NEW CENTRAL LIBRARY

THIS AGREEMENT, Made and entered into this _____day of _____, 2009,

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

AND HOLZHEIMER BOLEK + MEEHAN ARCHITECTS, LLC hereinafter referred to as **"CONSULTANT"**

WHEREAS, The CITY is authorized by law to employ consulting architects to assist in the architectural programming and the estimates of costs of work for the PROJECT; and

WHEREAS, the **OWNER** desires to have architectural programming services performed resulting in a document (Architectural program) fully outlining the criteria that will be used later by the architectural firm selected through the second RFP process (Architects) in developing the functional design of the Central Library hereinafter referred to as the "PROJECT"; and

WHEREAS, **CONSULTANT** wishes to provide professional services to the **OWNER** to do such programming, evaluation, and related services therefore:

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

I. PURPOSE:

The **OWNER** employs the **CONSULTANT**; and **CONSULTANT** agrees to perform all necessary professional services hereinafter set forth in connection with the "PROJECT" of the City of Wichita, New Central Library, located generally at 223 S. Main Street, Wichita, Sedgwick County, Kansas.

II. BASIC SERVICES:

The **CONSULTANT** shall render all professional services necessary as set out in Scope of Services, **EXHIBIT "B"** a copy of which is attached hereto and which is incorporated herein by reference.

III. THE CONSULTANT AGREES

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

B. To attend meetings with the **OWNER** and other local, State and Federal agencies as necessitated by the SCOPE OF SERVICES (Exhibit "B").

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

D. To save and hold **OWNER** harmless against all suits, claims, damages and losses for injuries to persons or property to the extent arising from or caused by the negligent acts, errors or omissions of **CONSULTANT**, 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 **CONSULTANT** and, where relevant to method of payment, to make such material available to the **OWNER**.

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

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

H. To complete the services to be performed by **CONSULTANT** within the time allotted for the PROJECT in accordance with Paragraph VI, Time of Completion; EXCEPT that the **CONSULTANT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER** or other agencies, or for other unavoidable delays beyond the control of the **CONSULTANT**.

I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all architectural programming services and/or other work or material furnished by the **CONSULTANT** under this Agreement. **CONSULTANT** further agrees, covenants and represents, that all architectural programming services and other work or material furnished by **CONSULTANT**, its agents, employees and subcontractors, under this Agreement, including any addition, alterations or amendments thereof, shall be prepared consistent with its professional standard of care in an effort to be free from negligent errors or omissions.

J. **CONSULTANT** shall procure and maintain such insurance as will protect the **CONSULTANT** from damages resulting from the negligent acts of the **CONSULTANT**, its officers, and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than $500,000.00 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 **CONSULTANT** 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 the professional services under this Agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the **OWNER** prior to the time **CONSULTANT** starts any work under this Agreement. In addition, insurance certificates applicable hereto shall contain a provision that provides that the **OWNER** shall be given ten (10) days written notice by the insurance company before such policy is canceled.

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

The designated Project Manager SHALL coordinate ALL aspects of this Project through the **OWNER'S** Project Manager. Any requests from any other staff agency, which would affect the **CONSULTANTS** time or expense relative to this Project, **MUST** be approved by the **OWNER'S** Project Manager.

IV. THE OWNER AGREES:

A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **CONSULTANT**. Confidential material so furnished will be kept confidential by the **CONSULTANT**.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the **CONSULTANT**, except as specified in EXHIBIT "C".

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

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

E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **OWNER** agrees to advise, the **CONSULTANT**, in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **OWNER** shall also advise the **CONSULTANT** of any changes in the person designated Project Manager. Written notification shall be provided to the **CONSULTANT** 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 **CONSULTANT** in a timely fashion.

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

V. PAYMENT PROVISIONS:

The **OWNER** agrees to pay the **CONSULTANT** for services rendered under this Agreement and as specifically detailed in Scope of Services, **EXHIBIT "B"** and in Budget for Reimbursable Expenses, **EXHIBIT "C"**, a total fee established as follows:

A. For the complete architectural programming services and other related items including those items identified in SCOPE OF SERVICES, EXHIBIT "B" a **not to exceed fee of one hundred one thousand, two hundred eighty dollars ($101, 280.00)** plus reimbursable expenses for the services. An initial payment of **five thousand dollars ($5,000.00)** shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

B. Payments are payable to the **CONSULTANT** within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the **CONSULTANT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this agreement. Continued performance and/or completion of work by the **CONSULTANT** under this agreement are contingent upon payment of fees by the **OWNER**. The **OWNER** shall reimburse the **CONSULTANT** for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.

C. When requested by the **OWNER,** the **CONSULTANT** will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. **CONSULTANT** or witness for the **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this Agreement.

3. Construction staking, material testing, observation and administration related to the PROJECT.

4. A major change in the SCOPE OF SERVICES for the PROJECT.

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

E. If services are rendered by the **CONSULTANT** for the PROJECT(s) or portions of the PROJECT(s), but the **OWNER** elects to cancel the PROJECT(s) or portions thereof the **CONSULTANT** shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completed.

F. This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

VI. TIME OF COMPLETION:

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

A. For the Architectural Programming phase: one hundred eighty (180) working days from the date of approval of the Contract pending availability of **OWNER** and staff.

B. The **OWNER** agrees to cooperate with the **CONSULTANT** in considering documents, drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the **OWNER** agrees to furnish promptly to the **CONSULTANT** upon written request any approvals and instructions required to be given by the **OWNER** to the **CONSULTANT** under the terms of the Contract.

VII. REVISIONS OF PLANS:

(Does not apply – reviewing and setting the budget is part of the programming process)

VIII. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the **OWNER** to terminate this Agreement, upon fourteen days prior written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the **CONSULTANT'S** inability to proceed with the work, or because the services of the **CONSULTANT** are unsatisfactory; PROVIDED, however, that in any case the **CONSULTANT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, in no case shall payment be more than the **CONSULTANT'S** actual costs plus a fee for profit based upon a fixed percentage of the **CONSULTANT'S** actual costs. The **CONSULTANT** may terminate this Agreement upon giving the OWNER 30 days prior

written notice for breach by the OWNER of any material term, including but not limited to payment terms.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the **OWNER** upon completion or termination of the **CONSULTANT'S** services and payment in full of monies due the **CONSULTANT**, in accordance with this Agreement. The **OWNER** shall not re-use or make any modification of the plans and specifications without the prior written authorization of the **CONSULTANT**. The **OWNER** agrees to hold the **CONSULTANT** harmless from all claims, liability or cost, including reasonable attorney fees and defense costs, which arise out of such further use without the participation of the **CONSULTANT**.

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**. The **OWNER** shall not assign or transfer rights or interest in this Agreement without specific consent of the **CONSULTANT**.

D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the **OWNER**, provided, however, that the **CONSULTANT** shall request extensions, in writing, giving the reasons therefore.

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

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

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

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

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

J. (Does not apply to architectural programming services)

K. Special Consultants or Subcontractors are those who provide services other than those provided by the **CONSULTANT**. If it is requested that any Special Consultants or

Subcontractors be retained on the **OWNER'S** behalf, their charges will be paid separately and directly by the **OWNER**. Invoicing and payment shall be arranged separately between the **OWNER** and the Special Consultants or Subcontractors.

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

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

N. Unless otherwise provided in this Agreement, the **CONSULTANT** and employees, or subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

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

CITY OF WICHITA, KANSAS

_____
Carl G. Brewer
Mayor

ATTEST:

_____
Karen Sublett
City Clerk

APPROVED AS TO FORM:

_____
by Gary E. Rebenstorf
Director of Law

HOLZHEIMER BOLEK + MEEHAN CONSULTANTS, LLC

by _____
Daniel T. Meehan, Jr. AIA Principal

DANIEL T. MEEHAN JR.
Print Name

PRINCIPAL
Title

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.

EXHIBIT B

HBM | PROVIDENCE

SCOPE OF SERVICES
Wichita Public Library - New Central Library Building Program

March 2, 2009

STEP	MONTH	DESCRIPTION	TASKS / PLANNING PROCESS COMPONENTS	Team Hours					
				Dan	Peter	Laura	David	Renee	Jamie
Step 1	1		Gather and receive information and data from the Library.	4	4	4	2	8	
			Gather and format baseline information for current SF areas, collection, shelving, seating, , etc.	4	12			40	16
			Gather and organize background research and information.	2	8	8	8	16	
			Plan and prepare preliminary drafts of community input instruments (questionnaires, interview topics, and focus group agendas)	4	8	8	4	8	
Step 2	1	Team Visit	Become acquainted with the library staff and key stakeholders	4	4	4	4		
			Gain an understanding of the functions and management practices of the library	4	4	4	4		
			Review and discuss preliminary data and information	4	4	4	4	4	
			Verify and update baseline information					16	
			Review drafts of community input instruments	4	4	4	4		
			Discuss visioning for the future	4	4	4	4		
Step 3	1		Process and format information obtained from the Step 2 Team Visit	4	12	8	8	20	
Step 4	2	Team Visit	Conduct interviews, discussions, and focus groups with staff, boards, city officials, community and other stake holders. Review peer comparison data compiled by Library.		16	16	16		
Step 5	2		Compile and analyze information from the Step 4 team visits and organize observations and preliminary conclusions to share with the Library		8	8	4	16	
Step 6	3		Coordinate presentation of comparable libraries for Step 7 (Library has images from tours to Salt Lake, Minneapolis, & Seattle)	Time for coordinating this task with the Library is included in Steps 2 through 5					
Step 7	3	Team Visit	Conduct Brainstorming Sessions / Charrettes as a part of the visioning process and follow up to the tours, peer comparison and stake holder interviews	8	8	8	8		
Step 8	4		Develop Trial Programming Documents based on all previous information. This package will include a Written Building Program, Space Needs Analysis, and Spatial Vignettes	4	12	8	4	60	16
Step 9	4	By Phone Conference	Review and discuss the Trial Programming Documents with the Library		4	4			
Step 10	5		Revise and refine the Trial Program Documents based on feedback	2	4	4		16	4
Step 11	5		Develop Graphic Diagrams delineating the functional relationships of spaces in the Trial Program Documents	4	8			16	16
Step 12	5		Develop a Comprehensive Budget for a new building based on the Trial Program Documents	4	8	2	2		
Step 13	5	Team Visit (may combine with Step 15)	Review and discuss the revised Trial Program Documents, Graphic Diagrams & Comprehensive Budget with the Library		8	8			
Step 14	6		Refine and finalize the Program Documents, Graphic Diagrams, and Comprehensive Budget based on input received from the Library and compile the Final Building Progam Documen s	4	8	4	4	16	4
Step 15	6	Team Visit (may combine with Step 13)	Present and deliver the Final Building Program Documents	8	8				
Step 16	After 6	Phase 2	Assit with presenting the Building Program as needed	Time and Fee for these sevices are additional or part of the Phase 2 services					
TOTAL HOURS				72	156	110	80	236	56
Hourly Rates				$185	$185	$150	$150	$100	$125
Fee Sub Totals				$13,320	$28,860	$16,500	$12,000	$23,600	$7,000
TOTAL FEE (does not include reimbursables)				$101,280					

EXHIBIT C

HBM | PROVIDENCE

Budget for Reimbursable Expenses March 2, 2009
Wichita Public Library - New Central Library Building Program

Reimbursable expenses will be invoiced at cost plus a 10% administrative fee.

Basis for Travel Expense Budget: (used costs from recent visit)

Airfare	coach class	used $400 per person roundtrip
Rental Car	Budget mid-size	used $60 per day
Hotel	Holiday Inn Express rates	used $125 per person per night
Meals	per diem (breakfast included w/ hotel)	used $50 per person

Budget Summary

Step 2 Team Visit	$5000
Step 4 Team Visit	$3200
Step 7 Team Visit	$2500
Step 13 Team Visit	$1500
Step 15 Team Visit	$1500
Printing / Plotting / Special Delivery	$5000
10% administrative fee	$1870
TOTAL	$20,570

Agenda Item No. III-14.

City of Wichita
City Council Meeting
April 21, 2009

TO:	Mayor and City Council
SUBJECT:	Wichita Flight Festival (All Districts)
INITIATED BY:	Division of Arts & Cultural Services
AGENDA:	New Business

- -

Recommendation: Approve the initiation of funding in the amount of $150,000 from the Tourism and Convention fund to Division of Arts & Cultural Services budget, make necessary budget adjustments and direct staff to facilitate the 2009 Wichita Flight Festival.

Background: From 2002 to 2004, the City of Wichita (City) staff produced, managed, and promoted the Wichita Flight Festival. In 2005, management of the festival was given to Wichita Festivals Inc., (WFI) for a management fee and financial support from the City in the event of a loss in generated revenue. The expected amount to be covered by the City for the Flight Festival in 2009 was projected at $123,574.00 in addition to WFI's $75,000 management fee.

Due to the current economic downturn, the City decided in March of 2009 to reduce their projected risk by becoming a sponsor for the Flight Festival rather than maintaining ownership. Upon consideration, management at WFI decided they could not afford to take the entire financial risk at this point in time.

Analysis: City staff has been requested to produce the 2009 Flight Festival which is scheduled to be held August 28 – 30, 2009. The current City budget for the Festival is $272,981.00 and includes an air show, educational opportunities for youth, sponsorship opportunities and recognition, a concert and static aircraft displays. This proposed budget also allows the citizens of Wichita to attend the 2009 Flight Festival free of charge. While staff has been able to make reductions in the proposed budget, a certain amount of risk remains due to weather and the uncertain economic climate. Contracts with air show performers and musicians require deposits as well as rentals on certain equipment. Should the festival be cancelled prior to the event, the loss incurred as a result of the cancellation would be approximately 40% of the proposed budget.

Financial Consideration: Allocate funds in the amount of $150,000 from the Tourism and Convention fund for the 2009 Wichita Flight Festival and make the necessary budget adjustments. Staff will raise a minimum of $111,181 in sponsorships and $11,800 in miscellaneous earned income to complete the proposed $272,981 budget. To date, staff has pledges in the amount of $77,500 which leaves $45,481 in sponsorship funding yet to secure. The $272,981 budget also includes an additional 15% in contingency funds.

Goal Impact: This project will impact the Quality of Life and promote economic development by providing citizens of Wichita pride in their aviation heritage and entertainment at a reasonable cost.

Legal Considerations: The City Attorney has approved to form.

Recommendation/Action: Approve the initiation of funding in the amount of $150,000 from the Tourism and Convention fund to Division of Arts & Cultural Services budget, make necessary budget adjustments and allow staff to facilitate the 2009 Wichita Flight Festival.

Attachment: 2009 Wichita Flight Festival Budget

Sponsor Company	**2009 projected**						
Bombardier Learjet	$5,000.00			West Star	Don Sherman	261-6456	2394044
Spirit AeroSystem	$20,000.00			Cox	Kimblery edmunds	2607000	
Murfin Drilling	$10,000.00			AT&T	Less	2682365	
Sedgwick County	$25,000.00			Cessna	Rhonda Fullerton	5176000	
Go Wichita	$5,000.00			Boeing	Chrissie Nixon	9771212	3938497
At&T ?	$2,500.00			Jack Debore	6341275		
				Mike Michaelis	3834400		
Boeing ?	$5,000.00			Clark Bastian	2687456		
Cessna ?	$5,000.00			Wesley	Huge Tappin		
Sub-total to date	**$77,500.00**			Air Bus	Bill Greer	2990100	
City Funds	$150,000.00						
Total to date	**$227,500.00**						
2009 Budget	$237,375.00						
Contingency 15%	$35,606.00						
Total need	**$272,981.00**						
Current to date shortage	**$45,481.00**						

2009 Wichita Flight Festival Budget

	A	B	C	D	E
1	Income				
2			Description	WFI 2008 Cash Actuals	City 2009 Budget
3			Beer/alcohol	$702.56	$750.00
4			Sponsorships	$146,500.00	$111,181.00
5			City of Wichita		$150,000.00
6			Entry Fees	$1,270.50	$1,250.00
7			Utility Fees	$600.00	$500.00
8			Table/chair rental	$386.00	$300.00
9			Ticket sales	$45,297.20	
10			Food/drink	$8,530.43	$8,500.00
11			Food vendor booth fees	$800.00	$500.00
12			Merchandise	$1,238.00	$0.00
13		Total Income		$205,324.69	$272,981.00
14					
15		Cost of Goods Sold			
16			Sales tax	$3,104.86	
17			Handling fee	$416.79	
18		Total COGs		$3,521.65	
19					
20		Gross Profit		$201,803.04	
21					
22	Expenses				
23			Port-o-johns	$2,657.50	$2,500.00
24			Fire extinguishers		$150.00
25			Badge supplies	$425.17	$0.00
26			Pedestals, pennant line	$182.30	$185.00
27			Midwest Corporate Aviation	$12,985.00	$15,000.00
28			Snow fence	$554.89	$600.00
29			Mileage/ICAS fee	$524.74	$0.00
30			Hotel/car rental for performers	$5,542.60	$3,000.00
31			Pancake breakfast	$752.50	$0.00
32			Pilot HQ hospitality	$425.50	$400.00
33			City chalet catering	$5,248.43	$3,500.00
34			Sponsor chalet	$6,804.65	$7,000.00
35			Volunteer chalet	$5,395.30	$2,500.00
36			Security - private	$2,478.32	$2,500.00

	A	B	C	D	E
2			Description	WFI 2008 Cash Actuals	City 2009 Budget
37			Children's activities	$10,988.50	$500.00
38			Aerial performer fees	$73,898.00	$65,000.00
39			Special aircraft (hot air balloon)	$8,800.00	$1,800.00
40			Performer fuel/oil		$19,000.00
41			Air boss/narrator	$8,200.00	$3,000.00
42			Air race	$1,219.16	$0.00
43			Simulators	$2,700.00	$0.00
44			Speakers		$0.00
45			Evening activities	$750.00	$200.00
46			Merchandise for entertainers	$669.10	$0.00
47			Musical entertainment	$20,396.70	$3,000.00
48			EMS	$760.00	$800.00
49			Golf carts	$531.50	$0.00
50			Barricades and navigators	$1,739.07	$2,500.00
51			Shuttle	$5,488.00	$0.00
52			Generators	$3,872.69	$3,775.00
53			Belger	$441.25	$0.00
54			Scissor lifts	$0.00	$440.00
55			Light plants	$0.00	$120.00
56			Gators	$7.00	$0.00
57			Park bleechers	$345.00	$0.00
58			Radio	$300.00	$300.00
59			Sound	$13,779.52	$13,000.00
60			Tents/chairs	$32,042.37	$32,000.00
61			Operations	$242.01	$260.00
62			Generators	$832.90	$850.00
63			Air show statics	$21,322.87	$0.00
64			F-15 oil		$0.00
65			Vehicle fuel	$400.46	$350.00
66			Event utilities	$2,367.00	$2,500.00
67			Event insurance	$7,224.00	$0.00
68			Event trash	$420.00	$420.00
69			Event operations	$123.27	$125.00
70			Fence rental	$600.00	$650.00
71			Signage and banner	$716.08	$1,000.00

	A	B	C	D	E
2			Description	WFI 2008 Cash Actuals	City 2009 Budget
72			Fly market form	$39.68	$0.00
73			Evening invite	$171.75	$0.00
74			Event guide	$1,908.09	$0.00
75			Poster	$182.84	$0.00
76			Passes	$0.00	$100.00
77			Misc. printing	$396.71	$0.00
78			Evening postage	$1,807.98	$0.00
79			Misc postage	$1,244.23	$500.00
80			Chalet décor	$2,466.54	$500.00
81			Misc. décor	$543.19	$0.00
82			Merchandise expense	$1,049.59	$0.00
83			Photography & supplies	$16.28	$100.00
84			Print collateral development	$8,075.00	$0.00
85			Electronic media radio/tv	$3,164.77	$3,200.00
86			TV advertising	$4,505.00	$7,500.00
87			Radio ad	$10,000.00	$10,000.00
88			Billboard ad	$0.00	$0.00
89			Billboard paper	$7,000.00	$7,000.00
90			Newspaper & online	$2,452.50	$3,000.00
91			Magazine ad	$1,848.00	$0.00
92			Cable ad	$2,968.47	$8,000.00
93			Promotions	$171.76	$1,500.00
94			Postage for promo mailings	$260.90	$100.00
95			Website develop & updates	$5,177.50	$5,000.00
96			Wristbands	$2,005.09	$1,250.00
97			Linens	$153.07	$0.00
98			Sponsor meetings	$89.55	$0.00
99			Sponsor gifts	$782.67	$0.00
100			Extra print (vouchers & misc)	$586.70	$0.00
101			Evening list purchase	$123.80	$0.00
102			Supplies	$301.91	$600.00
103			Coffee donuts misc	$55.79	$0.00
104			Volunteer recruitment	$407.63	$100.00
105			Apparel exp	$0.00	$0.00
106			Meetings	$266.89	$0.00

	A	B	C	D	E
2			Description	WFI 2008 Cash Actuals	City 2009 Budget
107			15% contingency		$35,606.00
108		Total Expenses		$325,377.23	$272,981.00

Agenda Item No. III-15

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: Public Art Maintenance Contract (All districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New business

- -

Recommendation: Approve the contract with Gotta Corporation for public art maintenance.

Background: The Division of Arts & Cultural Services budget provides funds for various public art pieces that are owned and maintained by the City. The existing collection of artwork consists of approximately 101 various pieces throughout the City. Routine maintenance is required to repair work damaged by vandalism, weather and/or environmental elements. The City issued an RFP to qualified firms to perform this work. The RFP number is FP930027. Gotta Corportation was the only firm who submitted a proposal and is recommended as the business to perform this work due to their outstanding previous work for the City since 2003 and their ability to perform this work in a professional and timely manner.

Analysis: The contract provides for various elements of work to be performed including:

- Submission of digital photograph documentation and site location for each piece.
- Submission of digital photograph documentation or vandalism or damage to sculptures.
- Submission of condition reports including descriptions and dimensions of sculptures; environmental elements around the sculptures; visual identification of materials of sculpture and base; assessment of the structural integrity of the sculpture and base; environmental damage to sculptures; cleaning of the sculptures; and reviews with staff on assessments, conditions and long-term preventative maintenance programs.

In addition, written reports for each sculpture that includes historical information, fabrication details, installation date, site background and related activities will be provided.

Financial Consideration: The funds will be taken from the Arts & Cultural Services division budget, OL3 2599, Other Professional Services, in the amount of $53,000.

Goal Impact: This project impacts the Quality of Life and ensures that citizens receive a positive return on all of their quality of life investments.

Legal Considerations: The City Attorney has approved the contract to form.

Recommendation/Action: Approve the contract with Gotta Corporation for public art maintenance and authorize funding from Arts & Cultural Services division budget.

Attachment: Gotta Corporation Contract

CONTRACT
for
PUBLIC ARTS MAINTENANCE PROJECT

BLANKET PURCHASE ORDER BP930030

THIS CONTRACT entered into this 21st day of April, 2009, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and **GOTTA CORPORATION** (Vendor Code Number 809998-001)), 125 S. Clifton Avenue, Wichita, KS 67218, Telephone Number (316) 519-6935, hereinafter called **"CONTRACTOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Public Arts Maintenance Project** for the City Manager's Office/Arts & Cultural Division (Formal Proposal – FP930027); and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. CONTRACTOR** shall provide to the **CITY** all those services specified **(Part II: Inspection and Cleaning only)** in its response to Formal Proposal Number – FP930027, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP930027, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **CONTRACTOR** an annual cost:

Labor, Materials and Supplies:	**$53,000.00**
Deposit (50% required)	$26,500.00
Total Due on Completion	$26,500.00

Additional sculptures will be billed at $59.00/hr. + expenses (as per written work order by City Staff).

***NOT TO EXCEED $56,000.00**

3. **Term.** The term of this contract shall be from **April 21, 2009 through March 31, 2010** with an option to renew for four (4) successive one (1) year terms by mutual agreement of both 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 **CONTRACTOR.**

4. **Indemnification and Insurance.**

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

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

1. Comprehensive General Liability
Covering premises---operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 Each Occurrence $500,000 Each Aggregate
Property Damage Liability	$500,000 Each Occurrence $500,000 Each Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 Each Occurrence $500,000 Each Aggregate

2. Comprehensive Automobile Liability
All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

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	Statutory
	Employers Liability	$100,000 Each Accident $500,000 Aggregate $100,000 Occupational Disease

The Insurance Certificate must contain the following:

A. Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

B. Cancellation - Should any of the above policies be canceled before the expiration date thereof, the issuing company will mail ten (10) days written notice to certificate holder.

The Certificate of Insurance must be submitted **within ten (10) days** after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

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

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

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

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

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

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

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

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

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

ATTEST:

Janis Edwards
Deputy City Clerk

CITY OF WICHITA, KANSAS

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

GOTTA CORPORATION

Signature

JASON CONERGAN
Print Signature Name

PRESIDENT
Title *(President or Corporate Officer)*

EXHIBIT A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

Agenda Item No. III-16.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: Regional Fire Training Facility (District III)

INITIATED BY: Department of Public Works
Fire Department

AGENDA: New Business

Recommendation: Adopt the Resolution; approve the Contract, Restrictive Covenant and Avigational Easement.

Background: The original Fire Training Facility, located at 4780 E 31st S., constructed in 1965, consisted of steel and concrete burn buildings for simulating actual firefighting activities as follows:

- A two-story masonry structure for simulating search and rescue activities.
- A five-story open steel tower for simulating firefighting and rescue activities from an upper floor.
- An 800 s.f. building for classroom, and minor maintenance of specialty equipment.
- Approximately 80,000 s.f. of concrete surface for driver and apparatus training.
- A pump test pit for performing annual testing of fire pumps on all major apparatus.

Since its origination, there have been significant improvements made to the facility as follows:

- An additional 47,500 s.f. of concrete flatwork was added to support improved driver training activities.
- The two-story masonry structure was removed.
- A new multi-story burn tower was built to replace the existing condemned five-story tower.
- A new pumper test facility was built to accommodate the larger fire pumps.
- Approximately 60% (78,000 s.f.) of the concrete flatwork was replaced due to the deterioration.

Analysis: To allow the existing Fire Training Facility to be expanded for the planned Regional Training Facility the property had to be re-platted. On February 26, 2009, the Subdivision Committee of the Metropolitan Area Planning Commission approved the one-step final plat (SUB 2009-14), subject to the following: An avigational easement covering all of the subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property.

On June 17, 2008, the City Council approved a contract with Gossen Livingston Architecture (GLA) to revalidate the space/cost program for the City/County for the continued improvements to the existing Fire Training Facility. The space/cost program covered the following planned improvements:

- New 26,000 s.f. in-service training facility.
- Hazardous material and technical rescue area.
- Emergency responder driver training course.
- Confined space training area.
- New Fueling facility for all City vehicles/equipment.
- New fire vehicle maintenance and storage facility.

The next phase of construction will only provide for the City's part of the new in-service training facility. The County has programmed in later CIP years their improvements to the in-service training facility which will be constructed as an add-on to the City's building.

A contract amendment has been negotiated with Gossen Livingston Architecture because they were the architect of record for the initial Regional Fire Training Facility that was part of the Heartland Project and continued to be the architect of record for the Regional Fire Training Facility when it was pulled from the Heartland Project and made part of the existing Fire Training Facility at 31st Street South and Oliver. The amendment is to design and provide construction documents for the planned 26,000 s.f. in-service training facility at a not to exceed fee of $210,000.00.

Staff is asking for Council's approval to initiate the remaining adopted CIP money at $4 million dollars, approve the Contract amendment with GLA, and approve the avigational agreement and restrictive covenant.

Financial Considerations: Funding for the project is budgeted in the adopted 2007-2016 Capital Improvement Program (CIP) at $2 million in 2009 and $2 million in 2010 for a total of $4 million dollars. Funding is provided by General Obligation Bonds (Project No. 435432; OCA No. 792510)

Goal Impact: The project addresses the Safe and Secure Community Goal by providing a training facility for fire fighters within the region to maintain community safety.

Legal Considerations: The Law Department has approved the Resolution, Contract, Restrictive Covenant and Avigational Easement as to form.

Recommendation/Action: It is recommended that the City Council adopt the Resolution, approve the Contract, Restrictive Covenant and Avigational Easement and authorize all necessary signatures.

Attachments: Resolution, Contract, Restrictive Covenant and Avigational Easement.

792510

First Published in the Wichita Eagle on April 24, 2009

RESOLUTION NO. 09-109

A RESOLUTION AMENDING RESOLUTION NO. R-07-733 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 1: That Section 2 of Resolution No. R-07-733 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 $4,400,000, exclusive of the cost of interest on borrowed money.

SECTION 2: That the prior version of Section 2 of Resolution No. R-07-733 is hereby rescinded and replaced by the foregoing amended section.

SECTION 3: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED At Wichita, Kansas, this 21st day of April, 2009.

_____

CARL BREWER, MAYOR

ATTEST:

_____

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____

GARY REBENSTORF, DIRECTOR OF LAW

AMENDMENT NUMBER ONE

THIS AMENDMENT, Made the _____day of _____2009,

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

AND GOSSEN LIVINGSTON
ARCHITECTURE,
hereinafter referred to as
"ARCHITECT"

WHEREAS, the parties have heretofore, on the 17th day of June 2008, entered into a Contract; and

WHEREAS, the parties wish to modify the "SCOPE OF SERVICES" in connection with the Regional Fire Training Facility Project which is the subject matter of such Contract.

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

I. The Contract between the parties dated June 17, 2008 shall be amended to change the Basic Services (EXHIBIT "A") to be performed by the **ARCHITECT** as follows:

The **ARCHITECT** will provide architectural, interior, and landscaping design, civil (including geotechnical investigations), mechanical, electrical, structural, engineering professional services to construct the proposed new Fire Training Center at the existing fire training site located at 4780 E. 31st Street South, Wichita, KS. The **ARCHITECT** will consult with the **OWNER** to finalize the program requirements and further refine the current design, concept layouts and construction budget. Once the **OWNER** has approved a final design and construction budget the **ARCHITECT** will proceed with the Design Development and Construction Documents Phases. The documents will be sufficient for bidding and construction by a General Contractor under a single contract.

The **ARCHITECT** will obtain approvals of State or other agencies as necessary to complete the drawings and specifications.

Federal and state laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1073, as amended (504), and the Americans with Disabilities Act of 1990 (ADA) require that the City of Wichita and all organizations or firms contracting with the City of Wichita, except those providing tangible goods, comply with ADA/504 accessibility requirements. We understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. We also agree that all new construction, alterations, or additions to City of Wichita buildings or facilities, performed by my organization or its subcontractors, must comply with all city, state, and federal

laws, including related building guidelines/codes, and specifically the Americans with Disabilities Accessibility Guidelines (ADAAG).

The **ARCHITECT** will prepare proposals, forms, and notices to bidders. Set forth in detail and prescribe the work to be done; the materials, workmanship, finishes, and equipment required for the architectural, civil, structural, mechanical/plumbing, electrical, service connected equipment, and site work, and contract documents satisfactory to the **OWNER** for the effective coordination and efficient execution of the proposed construction projects.

The **ARCHITECT** will use the **OWNER'S** Modified Construction Contract and General Conditions packages (AIA 101 and 201 modifications) that have been approved by the City of Wichita, Law Department, when American Institute of Architects (AIA) form documents are used in connection with the City's bid and specification documents.

The **ARCHITECT** will furnish a formal written estimate of the probable cost of constructing the Project according to the completed drawings and specifications as approved by the **OWNER**.

The **ARCHITECT** will conduct the necessary code analysis, consult with governing authorities having jurisdiction over the Project, and incorporate their requirements into the construction documents for the Project.

Reproduction of the completed plans and specifications for use in bidding will be the responsibility of the **OWNER** and the **OWNER** will pay for all reproduction and associated costs directly. The **ARCHITECT** will coordinate with **OWNER** printing contractor directly.

The **ARCHITECT** will review bidding documents for completeness and coordination before release for bids.

The **ARCHITECT** will provide guidance to the **OWNER** and to prospective bidders, write and coordinate and otherwise aid in the issuance of addenda or provide clarifications as required.

The **ARCHITECT** will furnish a formal written estimate of probable construction costs to the **OWNER'S** Project Manager two days before the bid opening.

During the Construction Phase, the **ARCHITECT** will be responsible for providing periodic monitoring of the construction in accordance with professional standards. In addition, the **ARCHITECT** will condemn work, which fails to conform to the Contract Documents, prepare certificates of payments due the contractor, provide consultation and advice to the **OWNER** and contractor during construction, issue necessary interpretations and clarifications of the Contract Documents, and review shop drawings for conformation with the bid documents.

The **ARCHITECT** will not be responsible for the contractor(s) scheduling, means or methods of construction or be responsible for the safety of the site and/or workplace.

II. The Contract between the parties dated June 17, 2008 shall be amended to change the **PAYMENTS**. The **OWNER** agrees to pay the **ARCHITECT** for services rendered under this Amendment Number One, a total fee established as follows:

For the review of current program requirements, design, concept layout, Design Development Bid and Specification Documents, Bidding and Construction Phase and other related items including those items identified in Paragraph I above a single stipulated lump sum fee including reimbursable expenses of $210,000.00. This fee is based on a total budget as follows:

Estimated construction, furniture and equipment	$3,550,000.00
Architectural/engineering fees	$ 210,000.00
OWNERS project finance and salary charges	$ 240,000.00
Total project budget	$4,000,000.00

This fee shall constitute complete compensation for the services. (See attached proposals a copy of which is attached hereto and which is incorporated herein by reference.)

This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

III. All other provisions of the June 17, 2008 Contract and subsequent Amendments between the parties hereto not modified herein shall remain in full force and effect.

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

CITY OF WICHITA, KANSAS

by _____

Carl Brewer, Mayor

Attest:

GOSSEN LIVINGSTON
ARCHITECTURE

_____

Karen Sublett, City Clerk

by_____

Mike Kandt, AIA, CSI
Senior Vice President

City Seal:

Approved as to form:

_____

Gary E. Rebenstorf
Director of Law

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that the City of Wichita, a municipal corporation, does hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Lots 1, Block 1, Wichita Regional Fire Training Addition, an
Addition to Wichita, Sedgwick County, Kansas, and

By virtue of this easement, the grantor, for and on behalf of the corporation and all successors in interest to any and all of the real property above described, waives as to the public authority any and all claims for damage of any kind whatsoever incurred as a result of noise from aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in takeoff and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantors have signed these presents this _____ day of _____, 2009.

EXECUTED the day and year first above written.

THE CITY OF WICHITA,
A MUNICIPAL CORPORATION

By:

_____
Carl Brewer, Mayor

APPROVED AS TO FORM:

By: _____
Gary Rebenstorf
City Attorney and Director of Law

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Carl Brewer, Mayor of the City of Wichita, a municipal corporation, to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof as the authorized act of the corporation.

Dated this _____day of _____2009.

_____
Notary Public

My Appointment Expires _____

RESTRICTIVE COVENANT

This covenant, executed this _____ day of _____, 2009.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Wichita Regional Fire Training addition, an Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, Grantor is the owner of Wichita Regional Fire Training Addition, an Addition to Wichita, Sedgwick County, Kansas, which property is located near McConnell Air Force Base and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon a resident's enjoyment of property and may, depending upon the degree of acoustical treatment of the dwelling, affect his health and/or well being, and

WHEREAS, the city of Wichita in connection with approval of the plat of said addition considers it to be in the public interest to require any buildings constructed on said addition to be designed and constructed giving proper consideration to noise pollution in the area;

NOW, THEREFORE, the undersigned does hereby subject Wichita Regional Fire Training Addition, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall insure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

2. This covenant is binding on the owners, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above-described property.

3. The covenants, conditions, restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

THE CITY OF WICHITA,
A MUNICIPAL CORPORATION

By:_____
Carl Brewer, Mayor

APPROVED AS TO FORM:

By: _____
Gary Rebenstorf
City Attorney and Director of Law

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Carl Brewer, Mayor of the city of Wichita, a municipal corporation, to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof as the authorized act of the corporation...

Dated at Wichita, Kansas, this _____ day of _____, 2009.

_____
Notary Public

My Appointment Expires _____

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	XXX

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	3/11/2009	FIRE TRAINING GROUNDS IMPROVEMENTS/MODIFICATIONS 4780 E. 31ST SOUTH

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC		Date	
PB-	PROJ. #435432 OCA #792510	2007 - 2016		YES		3/28/06

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
2009	2012	

12. Project Cost Estimate

ITEM	GO	SA	OTHER	TOTAL
CONSTRUCTION	4,150,832.00			4,150,832.00
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Land Acquisition				
DESIGN	249,168.00			249,168.00
Totals	4,400,000.00			4,400,000.00
Total CIP Amount Budgeted	4,400,000.00			4,400,000.00
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks: THE FIRE TRAINING CENTER RECENTLY UNDERWENT THE FIRST SIGNIFICANT IMPROVEMENTS IN OVER 20 YEARS. THE INTENT OF THE CITY AND THE WFD IS TO CREATE A REGIONAL TRAINING FACILITY TO BE UTILIZED BY LOCAL DEPARTMENTS. IMPROVEMENTS WILL INCLUDE LAND ACQUISITION, NEW CLASSROOMS, AND EQUIPMENT.

13. Recommendation: ADOPT THE RESOLUTION, APPROVE THE CONTRACT AMENDMENT AND AUTHORIZE THE NECESSARY SIGNATURES.

Division Head	Department Head	Budget Officer	City Manager
Edward Martin		Date	Date

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: Aquifer Storage and Recovery Phase II – Surface Water Intake and Treatment Plant Design-Build Contract

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendation: Approve the Design-Build Contract with a team (engineer/contractor) to design and construct the Aquifer Storage and Recovery (ASR) Phase II Surface Water Intake and Treatment Plant.

Background: Staff estimates that water demands will exceed the City's current water supply sometime between 2015 and 2020. On October 3, 2000, the City Council authorized projects to begin the development of new water supplies for the City. These projects will develop the water supplies the City needs through the year 2050. On July 10, 2007, City Council approved and instructed Staff to proceed with the projects for Phase II of the Equus Beds ASR. On June 24, 2008, City Council approved a Contract with CDM to complete a 30-percent design of the ASR Phase II Water Treatment Plant. On October 28, 2008, the City Council approved: 1) a design-build project delivery, 2) the selection criteria, 3) a prequalification resolution, and 4) authorized the Staff Screening & Selection Committee to seek requests for qualifications and proposals.

The selection criteria approved by the City Council and used by the Staff Screening and Selection Committee was as follows:

1. Cost (65 points). The DB contractor's lump sum price proposal was scored by the Staff Screening and Selection Committee (Committee) taking into account all costs within the proposal. The most competitive price proposals will receive higher scores.
2. Experience of DB Contractor (15 points). The DB contractor's proposed team including lead designer, project manager, construction superintendents, and primary subcontractors was evaluated by the Committee for experience, expertise and reputation on similar work. Demonstrated safety record on construction was also considered. The best qualified and committed teams received the higher scores.
3. Design Concepts (5 points). The DB contractors' proposals were evaluated by the Committee for their planning, constructability, logistics, safety and sensitivity to surrounding properties. The Committee evaluated the degree to which risks to the success of the project have been identified and addressed with reasonable solutions.
4. Proposed Construction Schedule (10 points). DB contractors were asked to submit a proposed schedule for construction of the ASR water plant. Schedules judged by the Committee to have the most reasonable short durations received the higher scores.
5. Cost Reduction Proposals (5 points). The DB contractors were asked to submit proposals to alter the scope of the 30-percent design in order to achieve cost-savings in capital or operation costs, while maintaining the over all goals and objectives of the ASR program.
   The Committee evaluated those proposals.

Analysis: The ASR project is a critical component of the City's effort to assure the City has adequate water supplies to meet expected future demands. Staff projects 7-to-10 years will be required to recharge sufficient water to meet future demand. In order to construct Phase II and keep the project on an acceptable timeline, Staff recommended that the plant be constructed as a Design-Build project, rather than a Design-Bid-Build project. It is estimated that the Design-Build approach for project delivery will save at least one year on the completion of Phase II, which will accelerate the installation of Phases III and IV. Staff also recommended the City include the River Intake and Raw Water Pipeline project components within this Design-Build project for the plant.

On March 20, 2009, the Staff Screening and Selection Committee met to hear and review the proposals received from CDM Constructors and ABC Joint Venture for a design-build delivery of the surface water intake and surface water treatment plant. Using the evaluation criteria listed above, the Staff Screening and Selection Committee unanimously recommended that the ABC Joint Venture team be selected.

Financial Considerations: The Preliminary Design Report estimated the cost of these improvements at $94 million. The CDM lump sum proposal was for about $90 million. The ABC Joint Venture lump sum proposal was for about $74 million. When the project reaches 60-percent design, Staff will negotiate a guaranteed maximum price with the design-build team at an amount equal to or less than the lump sum proposal. That guaranteed maximum price will be brought back to the City Council for approval. Funding for this project is included in Water Utilities CIP Project W-549, Water Supply Plan, which is for future water supply development.

Goal Impact: This project will ensure efficient infrastructure by providing reliable, compliant and secure utilities, and will assure that adequate water supplies are available in the future.

Legal Considerations: The Design-Build Contract has been approved as to form by the Law Department. City Council approval is required for Contracts.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Contract with ABC Joint Venture for a lump sum not to exceed $74,241,853; 2) approve the expenditure; and 3) authorize the necessary signatures.

Attachments: Design-Build Contract with ABC Joint Venture

Engineers Joint Documents Committee

Design and Construction Related Documents

Instructions and License Agreement

Instructions

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Make sure that you have the correct version for your word processing software.

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Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.

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Also note the instruction in the License Agreement about the EJCDC copyright.

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This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.

General Counsel

National Society of Professional Engineers

1420 King Street

Alexandria, VA 22314

Phone: (703) 684-2845

Fax: (703) 836-4875

e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER ON THE BASIS OF A STIPULATED PRICE

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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This Agreement has been prepared for use with the Standard General Conditions of the Contract Between Owner and Design/Builder (No. D-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated and a change in one may necessitate a change in the other. The suggested language contained in the Guide to Use of EJCDC Design/Build Documents (No. D-001, 2002 Edition), including guides to preparation of the Request for Proposal, the Proposal Form, and Supplementary Conditions, is also carefully interrelated with the language of this Agreement. The Guide also contains additional comments concerning use of this Agreement.

Note to User

Before entering into this Agreement, it is recommended that the parties determine if applicable Laws and Regulations prohibit or require alterations in the contemplated contractual arrangements and the assignments of responsibilities for a design/build project. Check competitive bidding, contractor licensing, design professional licensing, and professional practice Laws and Regulations, among others.

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EJCDC
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between The City of Wichita, Kansas (Owner)

and ABC Partners (Design/Builder).

Owner and Design/Builder, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01. Design/Builder shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: the Design/Build of the ASR Phase II Surface Water Treatment Plant (SWTP) and River Intake. The Scope of Work for this Project is detailed in the Request for Proposals (RFP) and Design/Builder's Proposal, and by this reference made a part of this Agreement. Each item of work under this Agreement will be provided by Task Order(s). The Task Orders to be performed by Design/Builder under this Agreement shall be set forth in the attached Task Orders, beginning with Task Order 1. Additional Task Orders may be attached to this Agreement from time to time by the execution of such Task Orders by both contracting parties. Each Task Order shall specify the scope of work, basis of compensation, estimated length of time required to complete the Task Order, including the estimated start/finish dates, and other relevant information.

ARTICLE 2 - THE PROJECT

2.01. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The Design/Build of the SWTP and River Intake, the primary components of the Project include:

- SWTP Facilities;
- River Intake and Pump Station;
- Communications between the SWTP and River Intake;
- Sediment Removal Facilities;
- Demolition of Phase I Demonstration Project facilities at the River Intake site, including stabilization of the adjacent drainage ditch; and
- Paving of 119th Street (one-mile stretch from 117th Street N to 109th Street N).

ARTICLE 3 - CONTRACT TIMES

3.01. Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

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3.02. Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before August 31, 2011 and completed and ready for final payment in accordance with paragraph 13.08 of the General Conditions on or before March 31, 2012.

3.03. Liquidated Damages

A. Design/Builder and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02.A above, plus any extensions thereof allowed in accordance with paragraph 11.02 of the General Conditions. The parties also recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design/Builder agree that as liquidated damages for delay (but not as a penalty), Design/Builder shall pay Owner $3,000 for each day that expires after the time specified in paragraph 3.02.A for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Design/Builder shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.02.A for completion and readiness for final payment or any proper extension thereof granted by Owner, Design/Builder shall pay Owner $3,000 for each day that expires after the time specified in paragraph 3.02.A for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01. Owner shall pay Design/Builder for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.01.A and 4.01.B below:

A. For all Work other than Unit Price Work, a Lump Sum of:

Seventy-four million, two hundred forty-one thousand, eight hundred fifty-three dollars	($74,241,853)
(use words)	(figure)

This amount to be paid Design/Builder under this Agreement is expressed as a lump and cumulative sum for each task reflected in the attached Task Orders, not to exceed a total compensation amount of $74,241,853. The specific cash allowances are included in the above price and have been computed in accordance with paragraph 10.02 of the General Conditions.

4.01. Owner shall pay Design/Builder for completion of the Work in accordance with the Contract Documents an amount in current funds at the prices stated in Design/Builder's Proposal, attached hereto as an exhibit.

ARTICLE 5 - PAYMENT PROCEDURES

5.01. Design/Builder shall submit and Owner will process Applications for Payment in accordance with Article 13 of the General Conditions.

A. *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Design/Builder's Applications for Payment which are to be submitted on or about the 10th day of each month during performance of the Work as provided in paragraphs 5.01.A.1 and A.2 below. All such payments will be based on the Schedule of Values established in paragraph 2.06.A.3 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

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1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold in accordance with paragraph 13.03.B of the General Conditions.

a. 90 percent of Work completed (with the balance being retainage).

b. 90 percent (with the balance being retainage) of the cost of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 13.02.A of the General Conditions).

2. Upon Substantial Completion, Owner may pay an amount sufficient to increase total payments to Design/Builder to 98 percent of the Contract Price (with the balance being retainage), less such amounts as Owner may withhold in accordance with paragraph 13.03.B of the General Conditions.

B. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 13.08 of the General Conditions, Owner shall pay the remainder of the Contract Price.

ARTICLE 6 - INTEREST

6.01. Not Used.

ARTICLE 7 - DESIGN/BUILDER'S REPRESENTATIONS

7.01. To induce Owner to enter into this Agreement, Design/Builder makes the following representations:

A. Design/Builder has examined and carefully studied the Contract Documents (including the Addenda) listed in paragraphs 8.01.A through J and the other related data identified in the Request for Proposals but excluding the documents described in paragraph 8.01.K.

B. Design/Builder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work and has properly investigated and considered all conditions and obstacles in every proposal submitted which may affect its services; and that Design/Builder will correlate its observations of the site conditions and all of the provisions of this Agreement and of any related construction documents for which Design/Builder has responsibility. Accordingly, the parties agree that Design/Builder will not be granted any additional compensation based upon the lack information or its effects on the cost of work.

C. Design/Builder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Design/Builder has carefully studied all: (1) reports of explorations and tests of subsurface conditions (if any) at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified or made available by Owner, (2) reports and drawings of Hazardous Environmental Conditions (if any) at the Site which have been identified or made available by Owner, and (3) raw water data and historical raw water quality data. The accuracy of soils, foundation, groundwater, raw water and other subsurface investigations are not guaranteed by the City and Design/Builder is responsible for verifying same. Design/Builder shall make all necessary investigations in order to inform itself thoroughly as to the character and magnitude of all work involved in the performance of services hereunder. No plea of ignorance of conditions that exist or that may hereafter exist, or any of the difficulties that will be encountered in the performance of services hereunder, as a result of failure to make necessary

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examinations and investigations, will be accepted as sufficient excuse for failure or omission on the part of Design/Builder to fulfill in every detail all the requirements of the Agreement, or will be accepted as a basis for any claim whatsoever for extra compensation or an extension of time.

E. Design/Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Design/Builder has correlated the information known to Design/Builder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

G. Design/Builder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Design/Builder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Design/Builder.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01. The Contract Documents consist of the following:

A. This Agreement (pages 1 to 6, inclusive);

B. Performance Bond (pages 1 to 2, inclusive);

C. Payment Bond (pages 1 to 2, inclusive);

D. Other Bonds, not used;

E. Standard General Conditions of the Contract Between Owner and Design/Builder (pages 1 to 28, inclusive);

F. Supplementary Conditions (pages 1 to 13, inclusive);

G. Design/Builder's Proposal;

H. The following, which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto:

1. Notice to Proceed;

2. All Work Change Directives, and Change Orders amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04.A of the General Conditions;

3. Specifications as defined in Paragraph 1.01.A.40 of the General Conditions; and

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4. Drawings as defined in Paragraph 1.01.A.18 of the General Conditions.

I. The Request for Qualifications (RFQ) dated November 3, 2008;

J. The Request for Proposal (RFP) dated February 17, 2009; and

K. RFP Addenda numbers 1 through 3 inclusive.

8.02. The documents listed in paragraph 8.01 above are attached to this Agreement (except as expressly noted otherwise above).

8.03. There are no Contract Documents other than those listed above in this Article 8.

8.04. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01. The Standard General Conditions, and associated Supplementary Conditions, of the Contract Between Owner and Design/Builder are referred to herein as the General Conditions.

9.02. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.03. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.04. Owner and Design/Builder each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.05. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design/Builder, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.06. Other Provisions

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IN WITNESS WHEREOF, Owner and Design/Builder have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Design/Builder. All portions of the Contract Documents have been signed, initialed or identified by Owner and Design/Builder.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

_____

By: _____

[CORPORATE SEAL]

Attest: _____

Address for giving notices:

_____

_____

_____

Approved as to form
Mary E Peberly Esq

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Designated Representative:

_____

DESIGN/BUILDER:

_____

By: _____

[CORPORATE SEAL]

Attest: _____

Address for giving notices:

_____

_____

_____

Engineer License No. or Certificate No.: _____
(Where applicable)

State: _____

Contractor License No.:: _____
(Where applicable)

State: _____

(If Design/Builder is a corporation, attach evidence of authority to sign.)

Designated Representative:

_____

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Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
Phone:	_____	Phone:	_____
Facsimile:	_____	Facsimile:	_____

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Engineers Joint Documents Committee
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This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN/BUILDER

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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These General Conditions have been prepared for use with either one of the two Agreements between Owner and Design/Builder (Nos. D-520 and D-525, 2002 Editions) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated and a change in one may necessitate a change in the others. The suggested language and instructions contained in the Guide to Use of EJCDC Design/Build Documents (No. D-001, 2002 Edition) is also carefully interrelated with the language of these General Conditions. The Guide also contains comments concerning the use of the General Conditions.

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STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN/BUILDER

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. *Addenda* – Written or graphic instruments issued prior to the opening of Proposals which clarify, correct or change the Request for Proposals or the Contract Documents.

2. *Agreement* – The written instrument which is evidence of the agreement between Owner and Design/Builder covering the Work.

3. *Application for Payment* – The form which is to be used by Design/Builder in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bonds* – Performance and payment bonds and other instruments of security.

6. *Change Order* – A written order which is signed by Design/Builder and Owner which authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

7. *Claim* – A demand or assertion by Owner or Design/Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a claim.

8. *Conceptual Documents* – The drawings and specifications and/or other graphic or written materials, criteria and information concerning Owner's requirements for the Project, such as design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, including those items enumerated in the Request for Proposals which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for Owner.

9. *Construction* – The result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents.

10. *Construction Subagreement* – A written agreement between Design/Builder and a construction Subcontractor for provision of Construction.

11. *Contract* – The entire and integrated written agreement between Owner and Design/Builder concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

13. *Contract Price* – The moneys payable by Owner to Design/Builder for completion of the Work in accordance with the Contract Documents.

14. *Contract Times* – The numbers of days or the dates stated in the Agreement to (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment in accordance with paragraph 13.08.

15. *Design/Builder* – The individual or entity with whom Owner has entered into the Agreement.

16. *Design Subagreement* – A written agreement between Design/Builder and a design professional for provision of Design Professional Services.

17. *Design Professional Services* – Services related to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals during Bidding/Negotiating, Construction, or Operational phases.

18. *Drawings* – Those portions of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of drawings, diagrams,

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illustrations, schedules and other data which show the scope, extent, and character of the Work.

19. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. *Field Order* – A written order issued by Owner which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, Hazardous Waste, PCB's, Petroleum Products or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto on connection with the Work.

22. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

23. *Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

24. *Liens* – Charges, security interests or encumbrances upon real property or personal property.

25. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

26. *Notice of Award* – The written notice by Owner to the successful proposer stating that upon compliance by the successful proposer with the conditions precedent included therein, within the time specified, Owner will sign and deliver the Agreement.

27. *Notice to Proceed* – A written notice given by Owner to Design/Builder fixing the date on which the Contract Times will commence to run and on which Design/Builder shall start to perform the Work.

28. *Owner* – The individual or entity with whom Design/Builder has entered into the Agreement and for whom the Work is to be performed.

29. *Owner's Consultant* – An individual or entity with whom the Owner may contract to furnish services to Owner with respect to the Project and who is identified as such in the Supplementary Conditions.

30. *Partial Utilization* – Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

31. *PCBs* – Polychlorinated biphenyls.

32. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

33. *Project* – The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

34. *Proposal* – The documents submitted by Design/Builder in response to the Request for Proposals setting forth the design concepts, proposed prices, and other conditions for the Work to be performed.

35. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Request for Proposals* – The document prepared by or for Owner specifying and describing Owner's objectives and the procedure to be followed in preparing and submitting a Proposal and awarding a contract.

37. *Resident Project Representative* – The authorized representative of Owner who may be assigned to the Site or any part thereof.

38. *Schedule of Values* – A schedule prepared by Design/Builder and acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Work.

39. *Site* – Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of Design/Builder.

40. *Specifications* – The part of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

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41. *Subcontractor* – An individual or entity other than a Supplier having a direct contract with Design/Builder or with any other Subcontractor for the performance of a part of the Work.

42. *Submittal* – A written or graphic document prepared by or for Design/Builder which is required by the Contract Documents to be submitted to Owner by Design/Builder. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.

43. *Substantial Completion* – The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions* – The part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Design/Builder or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Design/Builder or any Subcontractor.

46. *Unit Price Work* – Work to be paid for on the basis of unit prices.

47. *Work* – The entire construction or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents.

48. *Work Change Directive* – A written directive to Design/Builder, issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion or revision in the Work, or responding to differing site conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. Intent of Certain Terms or Adjectives:

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner's final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.

3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

4 The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.

5. The words "perform" or "provide" when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design/Builder, "provide" is implied.

7. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

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ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When Design/Builder delivers the executed Agreements to Owner, Design/Builder shall also deliver to Owner such Bonds as Design/Builder may be required to furnish in accordance with paragraph 5.01.A.

2.02 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. Unless agreed to in writing by Owner and Design/Builder, the Contract Times will commence to run no later than the ninetieth day after the last day for receipt of the Proposal or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.03 Starting the Work

A. Design/Builder shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.04 Before Starting the Work

A. *Design/Builder's Review of Contract Documents:* Before undertaking each part of the Work, Design/Builder shall carefully study and compare those Contract Documents prepared by Owner and check and verify pertinent figures therein and all applicable field measurements. Design/Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Design/Builder may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby; however, Design/Builder shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Design/Builder knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within 10 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Design/Builder shall submit the following to Owner for its timely review:

1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. A preliminary schedule of Submittals which will list each required Submittal and the times for submitting, reviewing and processing each Submittal;

3. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and

4. A preliminary cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

C. *Evidence of Insurance:* Before any Work at the Site is started, Design/Builder and Owner shall each deliver to the other, certificates of insurance as required by paragraph 5.03 which Design/Builder and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.05 Initial Conference

A. Within twenty days after the Contract Times start to run, Design/Builder will arrange a conference attended by Owner and Design/Builder and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts, schedules referred to in paragraph 2.04.B, procedures for handling Submittals, processing Applications for Payment, maintaining required records, items required pursuant to paragraph 8.01.A.6 and other matters.

2.06 Initial Acceptance of Schedules

A. At least ten days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Design/Builder will arrange a conference attended by Design/Builder, Owner and others as appropriate to review for acceptability the schedules submitted in accordance with paragraph 2.04.B. Design/Builder shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Design/Builder until the acceptable schedules are submitted to Owner.

1. The progress schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on Owner responsibility for the progress schedule, for sequencing, scheduling or progress of the Work nor interfere with nor relieve Design/Builder from Design/Builder's full responsibility therefor.

2. Design/Builder's schedule of Submittals will be acceptable to Owner if it provides a workable

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arrangement for reviewing and processing the required Submittals.

3. Design/Builder's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for at no additional cost to Owner.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws or Regulations.

1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect on the last day for receipt of Proposals except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, code, or instruction of a Supplier shall be effective to change the duties and responsibilities of Owner, Design/Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Resolving Discrepancies

A. In the event of a discrepancy between the Conceptual Documents on the one hand and the Proposal or Drawings or Specifications on the other hand, the Conceptual Documents will control except when Owner has approved a Submittal pursuant to paragraph 6.17.B.

B. Except as otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. Owner's approval of required Submittals (pursuant to paragraph 6.17.B);

2. A Work Change Directive;

3. A Change Order;

4. A Field Order.

3.05 *Reuse of Documents*

A. All documents including Drawings and Specifications prepared or furnished by Design/Builder pursuant to this Agreement are for Design/Builder's own use, and Design/Builder shall retain an ownership and property interest therein whether or not the Project is completed. Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner and others. However, such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse or any continued use after any termination without written verification or adaptation by Design/Builder for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Design/Builder and Owner shall indemnify and hold harmless Design/Builder and Subcontractors from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Design/Builder to further compensation at rates to be agreed upon by Owner and Design/Builder.

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3.06 Electronic Data

A. Copies of data furnished by Owner to Design/Builder or Design/Builder to Owner that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; DIFFERING SITE CONDITIONS; REFERENCE POINTS; HAZARDOUS ENVIRONMENTAL CONDITIONS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Design/Builder of any encumbrances or restrictions not of general application but specifically related to use of the Site which Design/Builder will have to comply in performing the Work. Unless otherwise provided in the Contract Documents, Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Design/Builder and Owner are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in Owner's furnishing the Site, Design/Builder may make a Claim therefor as provided in Article 9.

B. Upon reasonable written request, Owner shall furnish Design/Builder with a current statement of record legal title and legal description of the lands upon which the Construction is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws or Regulations.

C. Design/Builder shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Differing Site Conditions

A. Design/Builder shall promptly, and before the conditions are disturbed, give a written notice to Owner of (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in the Contract Documents, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.

B. Owner will investigate the Site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Design/Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 9.

C. No request by Design/Builder for an equitable adjustment under paragraph 4.02 shall be allowed unless Design/Builder has given the written notice required; provided that the time prescribed in 9.03.A for giving written notice may be extended by Owner.

D. The provisions of this paragraph 4.02 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

4.03 Reference Points

A. Design/Builder shall be responsible for laying out the Work and shall protect and preserve the reference points and property monuments established by Owner pursuant to paragraph 8.01.A.6.e, and shall make no changes or relocations without the prior written approval of Owner. Design/Builder shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Hazardous Environmental Condition at Site

A. Design/Builder will not be responsible for any Hazardous Environmental Condition encountered at the Site which was not identified in the Contract Documents to be within the scope of the Work. Design/Builder shall be responsible for materials creating a Hazardous Environmental Condition created by any materials brought to the Site by Design/Builder, Subcontractors, Suppliers or anyone else for whom Design/Builder is responsible.

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B. If Design/Builder encounters a Hazardous Environmental Condition, Design/Builder shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Construction in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify Owner (and thereafter confirm such notice in writing). Owner shall promptly determine the necessity of retaining a qualified expert to evaluate such condition or take corrective action, if any.

C. Design/Builder shall not be required to resume Construction in connection with such Hazardous Environmental Condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Design/Builder written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Construction, or (ii) specifying any special conditions under which such Construction may be resumed safely. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Construction stoppage or such special conditions under which Construction is agreed to be resumed by Design/Builder, either party may make a Claim therefor as provided in Article 9.

D. If after receipt of such special written notice Design/Builder does not agree to resume Construction based on a reasonable belief it is unsafe, or does not agree to resume such Construction under such special conditions, then Owner may order such portion of the Work that is related to such Hazardous Environmental Condition to be deleted from the Work. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Article 9. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

E. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder, Subcontractors, Suppliers and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Contract Documents to be included in the scope of the Work, and (iii) was not created by Design/Builder or by anyone for whom Design/Builder is responsible. Nothing in this paragraph 4.04.E shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

F. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultant and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such Hazardous Environmental Condition created by Design/Builder or anyone for whom Design/Builder is responsible. Nothing in this paragraph 4.04.F shall obligate Design/Builder to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment and Other Bonds

A. Design/Builder shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Design/Builder's obligations to furnish, provide and pay for Work and related materials under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Design/Builder shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 by the Audit Staff, Bureau of Government Financial Operations, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by Design/Builder is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B and 5.02, Design/Builder shall within twenty days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Design/Builder shall be obtained from surety or insurance companies that are duly licensed or authorized in the

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jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. Design/Builder shall deliver to Owner, with copies to each additional insured indicated in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Design/Builder is required to purchase and maintain. Owner shall deliver to Design/Builder, with copies to each additional insured indicated in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Design/Builder or any other additional insured) which Owner is required to purchase and maintain.

5.04 Design/Builder's Liability Insurance

A. Design/Builder shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Design/Builder's performance of the Work and Design/Builder's other obligations under the Contract Documents, whether it is to be performed by Design/Builder, any Subcontractor or Supplier or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design/Builder's employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design/Builder's employees;

4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Design/Builder, or (ii) by any other person for any other reason;

5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by paragraph 5.04.A shall:

1. With respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, (subject to any customary exclusion in respect of professional liability) include as additional insureds Owner and Owner's Consultants and any other persons or entities indicated in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, and employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. Include at least the specific overages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. Include completed operations insurance;

4. Include contractual liability insurance covering Design/Builder's indemnity obligations under paragraphs 6.11.A.3 and 6.21;

5. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Design/Builder pursuant to paragraph 5.03 will so provide);

6. Remain in effect at least until final payment and at all times thereafter when Design/Builder may be correcting, removing or replacing defective Construction in accordance with paragraphs 12.06 and 12.07; and

7. With respect to completed operations insurance, and any other insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Design/Builder shall furnish Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Design/Builder under paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense

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Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Construction at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws or Regulations). This insurance will:

1. Include the interests of Owner, Owner's Consultant, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Construction, temporary buildings, falsework and all materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws or Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Construction, provided that such materials and equipment have been included in an Application for Payment approved by Owner;

5. Allow partial utilization in accordance with paragraph 13.06;

6. Include testing and startup; and

7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner and Design/Builder with thirty days' written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations which will include the interests of Owner, Owner's Consultants, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Owner in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days' prior written notice has been given to Design/Builder and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Design/Builder, Subcontractors, Suppliers, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by Design/Builder, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Design/Builder requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Design/Builder by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Design/Builder whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

A. Owner and Design/Builder intend that all policies purchased in accordance with paragraph 5.06 will protect Owner, Owner's Consultant, Design/Builder, Subcontractors, Suppliers, and all other individuals or entities indicated in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Design/Builder waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition,

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waive all such rights against Owner's Consultant, Subcontractors, Suppliers, and all other individuals or entities indicated in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Design/Builder, Subcontractors, and Suppliers and the officers, directors, employees and agents of any of them for:

1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property caused by, arising out of or resulting from fire or other peril whether or not insured by Owner; and

2. Loss or damage to the completed Project or any part thereof caused by, arising out of. or resulting from fire or other insured peril or cause or loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to paragraph 13.06, after Substantial Completion pursuant to paragraph 13.05, or after final payment pursuant to paragraph 13.08.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Design/Builder, Subcontractors, Owner's Consultant, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Construction shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Design/Builder has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of their not complying with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.04.C. Owner and Design/Builder shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was supposed to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurance

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 13.06, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – DESIGN/BUILDER'S RESPONSIBILITIES

6.01 Design Professional Services

A. *Standard of Care.* The standard of care for Design Professional Services performed or furnished under this Agreement will be the care and skill ordinarily used by members of the engineering profession practicing under similar conditions at the same time and locality.

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B. *Preliminary Design Phase.* After the Contract Times commence to run, Design/Builder shall:

1. Consult with Owner to understand Owner's requirements for the Project and review available data;

2. Advise Owner as to the necessity of Owner's providing or obtaining from others additional reports, data, or services of the types provided in paragraph 8.01.A.6.a-g and assist Owner in obtaining such reports, data, or services;

3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Design/Builder with whom consultation is to be undertaken in connection with the Project;

4. Obtain such additional geotechnical and related information which it deems necessary for performance of the Work;

5. On the basis of the Conceptual Documents and Design/Builder's Proposal, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project;

6. Furnish the preliminary design documents to and review them with Owner within the times indicated in the schedules described in paragraphs 2.06.A.1 and 2.06.A.2; and

7. Identify any variations in the preliminary design documents from the Contract Documents in accordance with 6.17.B.

C. *Final Design Phase.* After written acceptance by Owner of the preliminary design phase documents Design/Builder shall:

1. On the basis of the accepted Preliminary Design Phase documents, prepare final Drawings showing the scope, extent, and character of the Construction to be performed and furnished by Design/Builder and Specifications (which will be prepared, where appropriate, in general conformance with the sixteen division format of the Construction Specifications Institute);

2. Provide technical criteria, written descriptions and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities;

3. Furnish the above documents, Drawings, and Specifications to and review them with Owner within the times indicated in the schedules described in paragraphs 2.06.A.1 and 2.06.A.2; and

4. Identify any deviations from other Contract Documents in accordance with paragraph 6.17.B.

6.02 Supervision and Superintendence of Construction

A. Design/Builder shall supervise, inspect and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design/Builder shall be solely responsible for the means, methods, techniques, sequences and procedures of Construction. Design/Builder shall be responsible to see that the completed Construction complies accurately with the Contract Documents and shall keep Owner advised as to the quality and progress of the Construction.

B. At all times during the progress of Construction, the Design/Builder shall assign a competent resident superintendent thereto, who shall not be replaced without written notice to Owner except under extraordinary circumstances. The superintendent will be Design/Builder's representative at the Site and shall have authority to act on behalf of Design/Builder. All communications given to or received from the superintendent shall be binding on Design/Builder.

6.03 Labor, Working Hours

A. Design/Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design/Builder shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Construction at the Site shall be performed during regular working hours, and Design/Builder will not permit overtime work or the performance of Construction on Saturday, Sunday or any legal holiday without Owner's written consent, which will not be unreasonably withheld.

6.04 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Design/Builder shall furnish or cause to be furnished and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the Work.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and

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guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If reasonably required by Owner, Design/Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.05 Progress Schedule

A. Design/Builder shall adhere to the progress schedule established in accordance with paragraph 2.06.A as it may be adjusted from time to time as provided below:

1. Design/Builder shall submit to Owner for acceptance proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 11.02. Such adjustments may only be made by a Change Order.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Design/Builder shall not employ any Subcontractor, Supplier, or other individual or entity against whom Owner may have reasonable objection. Design/Builder shall not be required to employ any Subcontractor, Supplier or other individual or entity to furnish or perform any of the Work against whom Design/Builder has reasonable objection.

B. Design/Builder shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers and other individuals or entities performing or furnishing any of the Work just as Design/Builder is responsible for Design/Builder's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and any such Subcontractor, Supplier, or other individual or entity, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws or Regulations.

C. Design/Builder shall be solely responsible for scheduling and coordinating Subcontractors, Suppliers and other individuals and entities performing or furnishing any of the Work under a direct or indirect contract with Design/Builder.

D. Design/Builder shall require all Subcontractors, Suppliers and such other individuals and entities performing or furnishing any of the Work to communicate with the Owner through Design/Builder.

E. All Work performed for Design/Builder by a Subcontractor or Supplier will be pursuant to an appropriate Design Subagreement or Construction Subagreement between Design/Builder and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the Design/Builder and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Design/Builder, Owner's Consultant, and all other additional insureds (and their officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Design/Builder will obtain the same.

6.07 Patent Fees and Royalties

A. Design/Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Conceptual Documents for use in the performance of the Construction and if to the actual knowledge of Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Conceptual Documents.

B. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner and Owner's Consultant, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not identified in the Conceptual Documents.

C. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder and its officers, directors, partners, employees or agents, Subcontractors and Suppliers from and against all claims, costs, losses and damages (including but not limited to

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all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device required by the Conceptual Documents.

6.08 Permits

A. Unless otherwise provided in the Contract Documents, Design/Builder shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. Owner shall assist Design/Builder, when necessary, in obtaining such permits, licenses and approvals. Design/Builder shall pay all governmental charges and inspection fees necessary for the performance of the Work, which are applicable on the last day for receipt of Proposals. Design/Builder shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto.

6.09 Laws or Regulations

A. Design/Builder shall give all notices required by and comply with all Laws or Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design/Builder's compliance with any Laws or Regulations.

B. If Design/Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design/Builder shall bear all costs arising therefrom.

C. Changes in Laws or Regulations not known on the date of receipt of Proposals having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Times.

6.10 Taxes

A. Design/Builder shall pay all sales, consumer, use, and other similar taxes required to be paid by Design/Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas.

1. Design/Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design/Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of Work, Design/Builder shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Design/Builder's performance of the Construction.

B. *Removal of Debris.* During the performance of the Construction, Design/Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.

C. *Cleaning.* Prior to Substantial Completion, Design/Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design/Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures.* Design/Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design/Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Design/Builder shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and Work Change Directives in good order and annotated to show all changes made during performance of the Work. These record documents together with all approved Submittals will be available to Owner for reference. Upon completion of the Work, these record documents and Submittals, including a

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reproducible set of record drawings, will be delivered to Owner.

6.13 Safety and Protection

A. Design/Builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Design/Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.

B. Design/Builder shall comply with applicable Laws or Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design/Builder shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Design/Builder, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Design/Builder.

D. Design/Builder's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Design/Builder in accordance with paragraph 13.08.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Design/Builder shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Design/Builder shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design/Builder is obligated to act to prevent threatened damage, injury or loss. Design/Builder shall give Owner prompt written notice if Design/Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If a change in the Contract Documents is required because of the action taken by Design/Builder in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Submittals

A. Owner will review and approve Submittals in accordance with the schedule of required Submittals accepted by Owner as required by paragraph 2.06.A. Owner's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the construction, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

B. Owner's review and approval of Submittals shall not relieve Design/Builder from responsibility for any variation from the requirements of the Contract Documents unless Design/Builder has in a separate written communication at the time of submission called Owner's attention to each such variation and Owner has given written approval.

C. Construction prior to Owner's review and approval of any required Submittal will be at the sole risk of Design/Builder.

6.18 Continuing the Work

A. Design/Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending

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resolution of any disputes or disagreements, except as Design/Builder and Owner may otherwise agree in writing.

6.19 Post-Construction Phase

A. Design/Builder shall:

1. Provide assistance in connection with the start-up, testing, refining and adjusting of any equipment or system.

2. Assist Owner in training staff to operate and maintain the Work.

3. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Work.

6.20 Design/Builder's General Warranty and Guarantee

A. Design/Builder warrants and guarantees to Owner that for a period of one year following Final Completion (Performance Warranty Period) all Construction will be in accordance with the Contract Documents and will not be defective. Design/Builder's warranty and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification or improper maintenance or operation by persons other than Design/Builder, Subcontractors, or Suppliers or any other individual for whom Design/Builder is responsible; or

2. Normal wear and tear under normal usage.

B. Design/Builder's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Design/Builder's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Owner;

2. The making of any progress or final payment;

3. The issuance of a certificate of Substantial Completion;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any acceptance by Owner or any failure to do so;

6. Any review and approval of a Submittal;

7. Any inspection, test or approval by others; or

8. Any correction of defective Construction by Owner.

6.21 Indemnification

A. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants, and the officers, directors, partners, employees, agents, other consultants and subcontractors of each from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of Construction, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom) but only to the extent caused by any negligent act or omission of Design/Builder, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work.

B. In any and all claims against Owner, Owner's Consultant or any of their respective consultants, agents, officers, directors, partners or employees by any employee (or the survivor or personal representative of such employee) of Design/Builder, any Subcontractor, any Supplier, any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.21.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Design/Builder or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts or other employee benefit acts.

C. The indemnification obligations of Design/Builder under paragraph 6.21.A shall not extend to the liability of Owner's Consultant, and their officers, directors, partners, employees, agents, other consultants, and subcontractors arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

ARTICLE 7 – OTHER CONSTRUCTION

7.01 Related Work at Site

A. Owner may perform other Work related to the Project at the Site by Owner's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

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1. Written notice thereof will be given to Design/Builder prior to starting any such other work; and

2. Design/Builder may make a Claim therefor as provided in Article 9 if Design/Builder believes that such performance will involve additional expense to Design/Builder or requires additional time and the parties are unable to agree as to the amount or extent thereof.

B. Design/Builder shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Design/Builder shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design/Builder shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design/Builder under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Design/Builder in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Design/Builder's Work depends upon work performed or services provided by others under this Article 7, Design/Builder shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Design/Builder's Work. Design/Builder's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Design/Builder's Work except for latent or nonapparent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. The individual or entity who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and

3. The extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 General

A. Owner shall do the following in a timely manner so as not to delay the services of Design/Builder:

1. Designate in writing a person to act as Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, make decisions with respect to performance of the Work, and shall provide such other services as may be agreed upon;

2. Provide such legal services as Owner may require with regard to legal issues pertaining to the Project including any that may be raised by Design/Builder;

3. If requested in writing by Design/Builder, furnish reasonable evidence satisfactory to Design/Builder that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Design/Builder is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon 15 days notice to the Owner;

4. Make payments to Design/Builder promptly when they are due as provided in paragraph 13.03 and 13.08;

5. Furnish the Site as set forth in paragraph 4.01.A;

6. Furnish to Design/Builder, as required for performance of Design/Builder's Services the following, all of which Design/Builder may use and rely upon in performing services under this Agreement:

a. Environmental assessment and impact statements;

b. Property, boundary, easement, right-of-way, topographic, and utility surveys;

c. Property descriptions;

d. Zoning, deed, and other land use restrictions;

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e. Engineering surveys to establish reference points for design and construction which in Owner's judgment are necessary to enable Design/Builder to proceed with the Work;

f. Assistance to Design/Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project;

g. Permits, licenses, and approvals of government authorities Owner is specifically required to obtain by the Contract Documents; and

h. All subsurface data at or contiguous to the Site which Owner may have obtained.

7. Review Submittals subject to Owner review pursuant to paragraph 6.17.A; and

8. Provide information known to or in the possession of Owner relating to the presence of materials and substances at the Site which could create a Hazardous Environmental Condition.

8.02 Insurance

A. Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

8.03 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design/Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design/Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Design/Builder's failure to perform the Work in accordance with the Contract Documents.

8.04 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Materials uncovered or revealed at the Site is set forth in paragraph 4.04.

8.05 Resident Project Representation

A. Owner may furnish a Resident Project Representative to observe the performance of Construction. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions.

8.06 Owner's Consultant

A. Owner's Consultant, if any, has no duties, responsibilities, or authorities with respect to Design/Builder, unless so provided in the Supplementary Conditions.

ARTICLE 9 – CHANGES IN THE WORK; CLAIMS

9.01 Authorized Changes in the Work

A. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work within the general scope of the Contract by a Change Order or a Work Change Directive. Upon receipt of any such document, Design/Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.02 Unauthorized Changes in the Work

A. Design/Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Construction as provided in paragraph 12.04.

9.03 Claims

A. *Notice.* If Owner and Design/Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of any order of Owner pursuant to paragraph 9.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a Claim may be made therefor. Written notice of intent to make such a Claim shall be submitted to the other party promptly and in no event more than 15 days after the start of the occurrence or event giving rise to the Claim.

B. *Documentation.* Substantiating documentation shall be submitted by the claiming party within 30 days after delivery of the notice required by paragraph 9.03.A.

C. *Decision.* The other party shall render a decision on the Claim no more than 30 days after the receipt of the substantiating documentation required by paragraph 9.03.B. This decision will be final and binding unless the claiming party gives notice of intention to exercise its rights under Article 15 within 30 days of receipt of the decision and exercises such rights within 30 days of giving the notice of intent.

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D. *Time Limit Extension.* The time limits of paragraphs 9.03.B and 9.03.C may be extended by mutual agreement.

9.04 Execution of Change Orders

A. Owner and Design/Builder shall execute appropriate Change Orders covering:

1. Changes in the Work which are (i) ordered by Owner pursuant to paragraph 9.01, (ii) required because of acceptance of defective Construction under paragraph 12.08 or Owner's correction of defective Work under paragraph 12.09 or (iii) agreed to by the parties; and

2. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive.

9.05 Notice to Sureties

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design/Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 10 – COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

10.01 Cost of the Work

A. *Costs Included.* The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design/Builder in the proper performance of the Work. When the value of Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Design/Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 10.01.B:

1. Payroll costs for employees in the direct employ of Design/Builder in the performance of the Work under schedules of job classifications agreed upon by Owner and Design/Builder.

a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this paragraph 10.01.A.1, Design/Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, both as designated in the Agreement, for all services performed or furnished by such employees engaged on the Project.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design/Builder unless Owner deposits funds with Design/Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design/Builder shall make provisions so that they may be obtained.

3. Payments made by Design/Builder to Subcontractors (excluding payments for Design Professional Services pursuant to paragraph 10.01.A.4) for Work performed or furnished by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design/Builder's Cost of the Work and fee.

4. Payments made by Design/Builder for Design Professional Services provided or furnished under a Design Subagreement.

5. Costs of special consultants (including but not limited to testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

6. Supplemental costs including the following items:

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a. The proportion of necessary transportation, travel and subsistence expenses of Design/Builder's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Design/Builder.

c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design/Builder or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Design/Builder is liable, imposed by Laws or Regulations.

e. Deposits lost for causes other than negligence of Design/Builder, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design/Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design/Builder's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. Cost of premiums for all Bonds and insurance Design/Builder is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded.* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Design/Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Design/Builder whether at the Site or in Design/Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.01.A.1, all of which are to be considered administrative costs covered by the Design/Builder's fee.

2. Expenses of Design/Builder's principal and branch offices other than Design/Builder's office at the Site.

3. Any part of Design/Builder's capital expenses, including interest on Design/Builder's capital employed for the Work and charges against Design/Builder for delinquent payments.

4. Costs due to the negligence of Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.01.A.

C. *Design/Builder's Fee.* When all the Work is performed on the basis of cost-plus, Design/Builder's fee shall be as set forth in the Agreement. When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design/Builder's fee shall be determined as set forth in paragraph 11.01.C.

D. *Documentation.* Whenever the cost of any Work is to be determined pursuant to paragraph 10.01.A and 10.01.B, Design/Builder will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

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10.02 Cash Allowances

A. The Contract Price includes all allowances so named in the Contract Documents. Design/Builder shall cause the Work so covered to be performed for such sums as may be acceptable to Owner. Design/Builder agrees that:

1. The allowances include the cost to Design/Builder (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Except as set forth in the Contract Documents, Design/Builder's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Design/Builder on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.03 Unit Prices

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Design/Builder will be made by Owner.

B. Each unit price will be deemed to include an amount considered by Design/Builder to be adequate to cover Design/Builder's overhead and profit for each separately identified item.

C. Design/Builder or Owner may make a Claim for an adjustment in the Contract Price in accordance with Article 9 if:

1. the quantity of any item of Unit Price Work performed by Design/Builder differs materially and significantly from the estimated quantity of such item indicated in the Contract Documents;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Design/Builder believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes it is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 11 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

11.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the Claim to the other party promptly in accordance with paragraph 9.03.A.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 10.03); or

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.01.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 10.01) plus a Design/Builder's Fee for overhead and profit (determined as provided in paragraph 11.01.C).

C. Design/Builder's Fee: The Design/Builder's fee for overhead and profit on Change Orders shall be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under paragraphs 10.01.A.1.a and 10.01.A.2, the Design/Builder's fee shall be 15 percent;

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b. For costs incurred under paragraph 10.01.A.3 10.01.A.4, 10.01.A.5 and 10.01.A.6, the Design/Builder's fee shall be five percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.01.C.1 and 11.01.C.2.a is that the Subcontractor who actually performs or furnishes Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 10.01.A.1 and 10.01.A.2 and that any higher tier Subcontractor and Design/Builder will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. The amount of credit to be allowed by Design/Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Design/Builder's fee by an amount equal to five percent of such net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in Design/Builder's fee shall be computed on the basis of the net change in accordance with paragraphs 11.01.C.2.a through 11.01.C.2.d, inclusive.

11.02 Change of Contract Times

A. The Contract Times (or Milestones) may only be changed by a Change Order. Any Claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice pursuant to paragraph 9.03.A.

B. *Delays Beyond Design/Builder's Control.* Where Design/Builder is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of Design/Builder, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 11.02.A. Delays beyond the control of Design/Builder shall include, but not be limited to, acts or neglect by Owner, governmental agencies, acts or neglect of utility owners or other contractors performing other construction work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

C. If Owner or other contractor or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Design/Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Design/Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design/Builder's ability to complete the Work within the Contract Times.

D. If Design/Builder is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Design/Builder, then Design/Builder shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Design/Builder's ability to complete the Work within the Contract Times. Such an adjustment shall be Design/Builder's sole and exclusive remedy for the delays described in this Paragraph 11.02.C.

E. Owner and Owner's Consultant shall not be liable to Design/Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Design/Builder on or in connection with any other project or anticipated project.

F. Design/Builder shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Design/Builder. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Design/Builder.

ARTICLE 12 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

12.01 Notice of Defects

A. Owner shall give Design/Builder prompt written notice of all defective Construction of which Owner has actual knowledge. All defective Construction may be rejected, corrected or accepted as provided in this Article 12.

12.02 Access to Construction

A. Owner, Owner's Consultants, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design/Builder shall provide them proper and safe conditions for such access and advise them of Design/Builder's Site safety procedures and programs so that they may comply therewith as applicable.

12.03 Tests and Inspections

A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested or approved, Design/Builder shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all

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costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Design/ Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Design/Builder's purchase thereof for incorporation in the Work.

B. Design/Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.

C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design/Builder without written concurrence of Owner, it must, if requested by Owner, be uncovered for observation at Design/Builder's expense unless Design/ Builder has given Owner timely notice of Design/Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

12.04 Uncovering Construction

A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Design/Builder's expense.

B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Design/Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material and equipment. If it is found that such Construction is defective, Design/Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If, however, such Construction is not found to be defective, Design/Builder shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Design/Builder may make a Claim therefor as provided in Article 9.

12.05 Owner May Stop Construction

A. If Construction is defective, or Design/Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design/Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design/Builder or any other party.

12.06 Correction or Removal of Defective Construction

A. Owner will have authority to disapprove or reject defective Construction and will have authority to require special inspection or testing of the Construction whether or not the Construction is fabricated, installed or completed. If required by Owner, Design/Builder shall promptly, as directed, either correct all defective Construction, whether or not fabricated, installed or completed, or, if the Construction has been rejected by Owner, remove it from the Site and replace it with non-defective Construction. Design/Builder shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or relating to such correction or removal.

12.07 Correction Period

A. If within one year after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Construction is found to be defective, Design/Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Construction, or, if it has been rejected by Owner, remove it from the Site and replace it with Construction that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If Design/Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Construction corrected or the rejected Construction removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design/Builder.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial

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Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Conceptual Documents.

C. Where defective Construction (and damage to other Construction resulting therefrom) has been corrected, removed or replaced under this paragraph 12.07, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.08 Acceptance of Defective Construction

A. If, instead of requiring correction or removal and replacement of defective Construction, Owner prefers to accept it, Owner may do so. Design/Builder shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Construction. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Construction so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If the acceptance occurs after final payment, an appropriate amount will be paid by Design/Builder to Owner.

12.09 ***Owner May Correct Defective Construction***

A. If Design/Builder fails within a reasonable time after written notice from Owner to correct defective Construction or to remove and replace rejected Construction as required by Owner in accordance with paragraphs 12.06.A or 12.07.A, or if Design/Builder fails to perform the Construction in accordance with the Contract Documents, or if Design/Builder fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Design/Builder, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph 12.09 Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Design/Builder from all or part of the Site, take possession of all or part of the Construction, and suspend Design/Builder's services related thereto, take possession of Design/Builder's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Construction all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere. Design/Builder shall allow Owner, Owner's Consultant, Owner's representatives, agents, employees, and other contractors access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this paragraph 12.09 will be charged against Design/Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9.

D. Design/Builder shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this paragraph 12.09.

ARTICLE 13 – PAYMENTS TO DESIGN/BUILDER AND COMPLETION

13.01 ***Schedule of Values***

A. The Schedule of Values established as provided in paragraph 2.06.A will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.02 ***Application for Progress Payment***

A. On or about the date established in the Agreement for submission of each application for progress payment (but not more often than once a month), Design/Builder shall submit to Owner for review an Application for Payment filled out and signed by Design/Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.

B. Beginning with the second Application for Payment, each Application shall include an affidavit of Design/Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design/Builder's legitimate obligations associated with prior Applications for Payment.

C. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

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13.03 ***Progress Payments***

A. *Procedure.* Progress payments shall be made by the Owner to the Design/Builder according to the following procedure:

1. Owner will, within ten days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Design/Builder indicating in writing its reasons for refusing to accept the Application. Not more than ten days after accepting such Application the amount will become due and when due will be paid by Owner to Design/Builder.

2. If Owner should fail to pay Design/Builder at the time the payment of any amount becomes due, then Design/Builder may, at any time thereafter, upon serving written notice that he will stop the Work within seven days after receipt of the notice by Owner, and after such seven day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of Owner.

3. Payments due but unpaid shall bear interest at the rate specified in the Agreement.

4. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

B. *Reduction in or Refusal to Make Payment.* Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:

1. the Construction is defective, or completed Construction has been damaged requiring correction or replacement; or

2. the Contract Price has been reduced by Change Order; or

3. Owner has been required to correct defective Construction or complete Work in accordance with paragraph 12.09.A; or

4. Owner has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.A.; or

5. Claims have been made against Owner on account of Design/Builder's performance or furnishing of the Work; or

6. Liens have been filed in connection with the Work, except where Design/Builder has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

7. There are other items entitling Owner to a set off against the amount for which application is made.

C. If Owner refuses to make payment of the full amount requested by Design/Builder, Owner must give Design/Builder immediate written notice stating the reasons for such action and promptly pay Design/Builder any amount remaining after deduction of the amount withheld. Owner shall promptly pay Design/Builder the amount withheld or any adjustment thereto agreed to when Design/Builder corrects to Owner's satisfaction the reason for such action.

13.04 ***Design/Builder's Warranty of Title***

A. Design/Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

13.05 ***Substantial Completion***

A. Substantial Completion shall occur on or before August 31, 2011. When Design/Builder considers the Work ready for its intended use Design/Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design/Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design/Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will prepare and deliver to Design/Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment. At the time of delivery of the certificate of Substantial Completion Owner will deliver to Design/Builder a written determination as to division of responsibilities pending final payment between Owner and Design/Builder with respect to security, operation, safety, protection of Construction, maintenance, heat, utilities, insurance and warranties and guarantees.

B. Owner will have the right to exclude Design/Builder from the Site after the date of Substantial Completion, but Owner will allow Design/Builder reasonable access to complete or correct items on the list of items to be completed.

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13.06 ***Partial Utilization***

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Design/Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design/ Builder's performance of the remainder of the Construction, subject to the following:

1. Owner at any time may request Design/Builder in writing to permit Owner to use or occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Design/Builder agrees that such part of the Work is substantially complete, Design/Builder will certify to Owner that such part of the Construction is substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Construction. Design/Builder at any time may notify Owner in writing that Design/Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner and Design/Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of paragraph 13.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No use or occupancy of part of the Construction will be accomplished prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

13.07 ***Final Inspection***

A. Upon written notice from Design/Builder that the entire Work or an agreed portion thereof is complete, Owner will make a final inspection with Design/Builder and will notify Design/Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design/Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.08 ***Final Payment***

A. Application for Payment.

1. After Design/Builder has completed all such corrections to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, record documents (as provided in paragraph 6.12) and other documents, Design/Builder may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (unless previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by paragraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work.

3. In lieu of such releases or waivers of Liens specified in paragraph 13.08.A.2 and as approved by Owner, Design/Builder may furnish receipts or releases in full and an affidavit of Design/Builder that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Design/Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Final Payment and Acceptance. If Owner is satisfied that the Work has been completed and Design/Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, give written notice to Design/Builder that the Work is acceptable. Otherwise, Owner will return the Application to Design/Builder, indicating in writing the reasons for refusing to process final payment, in which case Design/Builder shall make the necessary corrections and resubmit the Application.

C. *Payment Becomes Due.* Thirty days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner's notice of acceptability, the amount will become due and will be paid by Owner to Design/Builder.

13.09 ***Final Completion Delayed***

A. If, through no fault of Design/Builder, final completion of the Work is significantly delayed, Owner shall, upon receipt of Design/Builder's final Application for

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Payment, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01.A, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Design/Builder to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

13.10 ***Waiver of Claims***

A. The making and acceptance of final payment will constitute:

1. A waiver of all Claims by Owner against Design/Builder, except Claims arising from unsettled Liens, from defective Construction appearing after final inspection pursuant to paragraph 13.07, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Design/Builder's continuing obligations under the Contract Documents; and

2. A waiver of all Claims by Design/Builder against Owner other than those previously made in writing and still unsettled.

ARTICLE 14 – SUSPENSION OF WORK AND TERMINATION

14.01 ***Owner May Suspend Work***

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Design/Builder which will fix the date on which Work will be resumed. Design/Builder shall resume the Work on the date so fixed. Design/Builder shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Design/Builder makes a Claim therefor as provided in Article 9.

14.02 ***Owner May Terminate for Cause***

A. The occurrence of any one or more of the following events justifies termination for cause:

1. Design/Builder's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.06.A as adjusted from time to time pursuant to paragraph 6.05).

2. Design/Builder's disregard of Laws or Regulations of any public body having jurisdiction.

3. Design/Builder's violation in any substantial way of provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 14.02.A occur, Owner may, after giving Design/Builder (and the surety, if any) seven days' written notice, terminate the services of Design/Builder, take possession of any completed Drawings and Specifications prepared by or for Design/Builder (subject to the indemnification provisions of paragraph 3.05.A), exclude Design/Builder from the Site, and take possession of the Work and of all Design/Builder's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by Design/Builder (without liability to Design/Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design/Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to Design/Builder. If such costs, losses and damages exceed such unpaid balance, Design/Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

C. Notwithstanding paragraph 14.02.B, Design/Builder's services will not be terminated if Design/Builder begins, within seven days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Design/Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design/Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design/Builder by Owner will not release Design/Builder from liability.

14.03 ***Owner May Terminate for Convenience***

A. Upon seven days' written notice to Design/Builder, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In

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such case, Design/Builder shall be paid (without duplication of any items) for:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. Amounts paid in settlement of terminated contracts with Subcontractors, Suppliers and others (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs incurred in connection with termination of contracts with Subcontractors, Suppliers and others); and

4. Reasonable expenses directly attributable to termination.

B. Except as provided in paragraph 14.03.C, Design/Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14.04 ***Design/Builder May Stop Work or Terminate***

A. If, through no act or fault of Design/Builder, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment within thirty days after it is submitted or Owner fails for thirty days to pay Design/Builder any sum finally determined to be due, then Design/Builder may, upon seven days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment on the same terms as provided in paragraph 14.03.A. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Design/Builder any sum finally determined to be due, Design/Builder may upon seven days' written notice to Owner stop the Work until payment is made of all such amounts due Design/Builder, including interest thereon. The provisions of this paragraph 14.04.A are not intended to preclude Design/Builder from making Claim under Article 9 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Design/Builder's stopping Work as permitted by this paragraph.

ARTICLE 15 – DISPUTE RESOLUTION

15.01 ***Methods and Procedures***

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no such method and procedure has been set forth, Owner and Design/Builder may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 16 – MISCELLANEOUS

16.01 ***Giving Notice***

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.02 ***Computation of Times***

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.03 ***Cumulative Remedies***

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by:

1. Laws or Regulations; or

2. any special warranty or guarantee; or

3. other provisions of the Contract Documents.

B. The provisions of paragraph 16.03.A will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

16.04 ***Survival of Obligations***

A. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive

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final payment, completion and acceptance of the Work and termination or completion of the Contract.

16.05 ***Controlling Law***

A. The Contract Documents will be construed in accordance with the law of the place of the Project.

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SUPPLEMENTARY CONDITIONS
City of Wichita Aquifer Storage and Recovery Phase II Surface Water Treatment Plant and River Intake

These Supplementary Conditions amend or supplement the Standard General Conditions of the Contract Between Owner and Design/Builder (No. D-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-1.01.A.2 Add the following language to the end of Paragraph 1.01.A.2:

The Project is financed in whole or in part by the City of Wichita (hereinafter "City" or "Owner"). The project is administered through the Water and Sewer Department.

SC-1.01.A.3 Add the following language to the end of Paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is defined in the Construction Management Manual. The City must approve all Applications for Payment before payment is made.

SC-1.01.A.6. Add the following language to the end of Paragraph 1.01.A.6:

The Change Order form to be used on this Project is defined in the Construction Management Manual. City approval is required before Change Orders are effective.

SC-1.01.A.29. Add the following language to the end of Paragraph 1.01.A.29:

The Owner's Consultant on this project is:
R.W. Beck (hereinafter "Program Manager")

SC-1.01.A.33. Add the following language to the end of Paragraph 1.01.A.33:

The Project consists of a new Aquifer Storage and Recovery (ASR) Surface Water Treatment Plant and River Intake. These facilities will divert and produce 30.0 MGD of net filtrate water at 10° C. The plant will operate intermittently, estimated at an average of 120 days of 24-operation per year. It is possible that several months may pass with no operation of the plant.

The plant will use a membrane filtration system. The membrane filtration system equipment manufacturer has been pre-selected by the City based on a guaranteed price proposal. The City's Request for Proposal to membrane filtration system equipment manufacturers and the proposal accepted by the City are included among the Contract Documents. The pre-selected membrane filtration system equipment manufacturer will enter into a Purchase Agreement with the Design/Builder.

SC-1.01.A.37. Add the following language to the end of Paragraph 1.01.A.37:

The Resident Project Representative, also referred to as Program Manager, is R.W. Beck. For the sole benefit of Owner, the Program Manager will perform construction observation services and have responsibility for the overall construction administration on behalf of the Owner. The Program Manager will have a Construction Observer on the Project. The Construction Observer will act as directed by and under the supervision of the Program Manager. The Construction Observer will have the following duties and responsibilities for the sole benefit of Owner:

- Review the progress schedule, schedule of Submittals, schedule of values, and cash flow curves prepared by Design/Builder and consult with Program Manager concerning acceptability.
- Attend meetings with Design/Builder, such as initial conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes.
- Serve as liaison between Design/Builder and the City at the Site, working principally through Design/Builders superintendent.
- Obtain additional details or information from the City when required for proper execution of the construction.
- Record date of receipt of Submittals if they are to be received at the Site, and notify the City of received Submittals availability for examination.
- Advise the City and Design/Builder of the commencement of construction requiring a Submittal.
- Conduct on-site observations of the construction in progress to assist in determining if the construction is in general proceeding in accordance with the Contract Documents.
- Report to Program Manager whenever the Construction Observer believes that any construction will not produce a completed project that conforms generally to the Contract Documents, and advise of construction that should be corrected or rejected or should be uncovered for observation, special testing, inspection or approval.
- Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Program Manager.
- Report to Program Manager when clarifications and interpretations of the Contract Documents are needed and transmit to Design/Builder clarifications and interpretations as issued by the City.
- Consider and evaluate Design/Builder's suggestions for modifications in Drawings or Specifications and report recommendations to Program Manager.
- Maintain orderly files at the site.
- Prepare a daily report or keep a diary or log book and send copies to Program Manager.

- Record names, addresses, and telephone numbers of Design/Builder, subcontractors, and major suppliers of material and equipment as provided by Design/Builder.
- Maintain records for use in preparing Project documentation.
- Upon completion of Design/Build phase, furnish original set of project documentation to Program Manager.
- Furnish to Program Manager periodic reports as required of progress of the construction and of Design/Builder's compliance with the progress schedule of Submittals.
- Furnish to Program Manager a copy of all tests, inspections or system start up reports from Design/Builder of important phases of the construction.
- Assist Program Manager in drafting proposed Field Orders, Work Change Directives, and Change Orders and obtain backup material from Design/Builder.
- Report immediately to Program Manager the occurrence of any known accidents on or adjacent to the site, and hazardous environmental conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
- Review applications for payment with Design/Builder for compliance with the established procedure.
- Verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished are in accordance with Contract Documents.
- Before the City issues a Certificate of Substantial Completion, submit to Design/Builder a list of observed items requiring completion or correction.
- Observe whether Design/Builder has performed inspections as required by applicable laws, rules and ordinances.
- Participate in final inspection and prepare a final list of items to be completed or corrected.
- Observe whether all items on final list have been completed or corrected and make recommendations to Program Manager concerning acceptance and issuance of the Notice of Acceptability of the construction.

SC 2.02.A. Delete Paragraph 2.02.A in its entirety and insert the following in its place:

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed is anticipated to be given on or around May 1, 2009.

SC-2.04.B. Add the following after Paragraph 2.04.B.4:

Design/Builder shall provide a draft of its construction schedule prior to receiving payment for month one. Design/Builder shall provide a draft of at least one revision of its construction schedule prior to receiving payment for month two. Design/Builder shall not be entitled to payment for month three until a final version of the construction schedule has been provided and approved.

SC-3.03. Add the following subparagraph C to Paragraph 3.03:

C. In the event of a discrepancy between the General Conditions on the one hand and the Supplementary Conditions on the other hand, the Supplementary Conditions will control.

SC 3.05.A. Delete Paragraph 3.05.A in its entirety and insert the following in its place:

A. All documents including Drawings and Specifications prepared or furnished by Design/Builder pursuant to this Agreement when delivered to and accepted by the City, shall become the property of the City when Design/Builder has been compensated by the City under the terms of this Agreement. Design/Builder agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.

B. The City shall have unlimited rights in the ownership of all documents including Drawings and Specifications including the right to use the same on any other City project(s) without additional cost to the City, and with respect thereto the Design/Builder agrees to and does hereby grant to the City a non-exclusive royalty-free license to all data which Design/Builder may cover by copyright and to the Project deliverables to which Design/Builder may assert any rights or establish any claim under the patent or copyright laws or any other applicable laws.

C. Design/Builder shall have common law, statutory and other reserved rights in the drawings, specifications and other documents, including those in electronic form, prepared by Design/Builder for use with respect to this Project. However, Design/Builder gives the City an irrevocable license to use the drawings, specifications, and other documents prepared by Design/Builder for completion of this Project. This license is for the benefit of the City and its assigns and permits the City to retain other architects, engineers and design professionals who may use the drawings, specifications and other documents for such purposes.

All drawings, specifications and other documents shall become the property of the City, at the conclusion of the Project, whether the Project for which they are made is executed or not, or the termination of the services of Design/Builder, whichever is earlier, and shall be delivered to the City clearly marked and identified in good order. Such documents may be used by the City to construct one or more like projects without the approval of, or additional compensation to, Design/Builder. Design/Builder shall not be liable for injury or damage resulting from reuse of drawings, specifications and other documents for a project in which Design/Builder is not also involved, the City will remove and obliterate from such documents all identification of the original Design/Builder, including name, address, professional seal and stamp.

D. All drawings, specifications and other documents, excluding Design/Builder's standard details and documents, shall not be used by Design/Builder on or for other projects without the written approval of the City, which shall not be unreasonably withheld.

E. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Design/Builder's or the City's rights.

SC-4.02. Delete Paragraph 4.02 in its entirety and insert the following in its place:

A. Design/Builder hereby represents to the City that Design/Builder has visited the sites for the Project and has familiarized itself with the conditions under which the required services are to be provided; that it has properly investigated and considered all conditions and obstacles in every proposal submitted which may affect its services; and that Design/Builder will correlate its observations of the site conditions and all of the provisions of this Agreement and of any related

construction documents for which Design/Builder has responsibility. Accordingly, the parties agree that Design/Builder will not be granted any additional compensation based upon the lack of information or its effects on the cost of work.

B. The accuracy of soils, foundation, groundwater, and other subsurface investigations are not guaranteed by the City and Design/Builder is responsible for verifying same. Design/Builder shall make all necessary investigations in order to inform itself thoroughly as to the character and magnitude of all work involved in the performance of services hereunder. No plea of ignorance of conditions that exist or that may hereafter exist, or any of the difficulties that will be encountered in the performance of services hereunder, as a result of failure to make necessary examinations and investigations, will be accepted as sufficient excuse for failure or omission on the part of Design/Builder to fulfill in every detail all the requirements of the Agreement, or will be accepted as a basis for any claim whatsoever for extra compensation or an extension of time.

The City assumes no responsibility for the interpretation of information, including raw water data and historical raw water quality data, provided to membrane filtration system equipment manufacturers in the request for proposal. Design/Builder understands that the information provided was for general information purposes only and was provided for the manufacturer's convenience. The City makes no claims as to the accuracy of the information and is not responsible for any conclusions and interpretations that the manufacturer and Design/Builder draw from it.

SC-5.04. Add the following new paragraph immediately after Paragraph 5.04.A.6:

7. Claims for damages because of the performance of all professional activities, including Design Professional Services.

SC-5.04. Add the following new paragraph immediately after Paragraph 5.04.B.7:

8. The Comprehensive (also commonly referred to as "Commercial") General Liability Insurance shall be written in a comprehensive form and shall protect Design/Builder against all claims arising from injuries to persons (other than Design/Builder's employees) or damage to property of the City or others arising out of any negligent act or omission of Design/Builder, its agents, officers, employees, consultants or subcontractors in the performance of Design/Builder's services under this Agreement.

9. Every such policy shall be procured and maintained with appropriate forms and insurers acceptable to the City. All coverage shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Design/Builder, pursuant to its indemnity obligations under this Agreement. The City shall be added as an additional named insured on every such policy with the exception of Workers Compensation and Professional Liability. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Design/Builder pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Design/Builder shall be solely responsible for any deductible losses under any required policy.

10. Every policy, except professional liability insurance, required above shall be primary insurance, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Design/Builder. No additional insured endorsement to the policy required by this paragraph shall contain any exclusion for bodily injury or property damage arising from completed operations.

11. Satisfactory Certificates of Insurance shall be filed with the City prior to the time Design/Builder starts any work under this agreement. Design/Builder shall furnish the City certificates of insurance in a form acceptable to the City evidencing that the insurance coverage required to be maintained by Design/Builder hereunder are in full force and effect. 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.

12. Failure on the part of Design/Builder to procure or maintain policies providing the required coverages, conditions and limits shall constitute a material breach of the Agreement. In such event, as its sole discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Design/Builder to the City upon demand, or the City may offset the cost of the premiums against any monies due to Design/Builder from the City.

13. Design/Builder shall procure and maintain or shall cause any consultant of Design/Builder, concerning the services delegated under this Agreement to such consultant, to procure and maintain Professional Liability Insurance to insure its professional activities in an amount not less than $1,000,000 and the insurance coverages required in Paragraph 5.04.A of this Agreement.

14. Failure of the City to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided shall not be construed as a waiver of Design/Builder's obligation to maintain such insurance.

SC-5.04. Add the following new paragraphs immediately after Paragraph 5.04.B:

C. The limits of liability for insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State:	$500,000 per occurrence
b. Employer's Liability	$1,000,000 per occurrence

2. Comprehensive General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

a. General Aggregate	$2,000,000
b. Products - Completed Operations Aggregate	$1,000,000 per occurrence
c. Personal and Advertising Injury	$1,000,000 per occurrence
d. Each Occurrence (Bodily Injury and	

Property Damage)	$1,000,000 per occurrence
e. Excess or Umbrella Liability	
1) General Aggregate	$2,000,000
2) Each Occurrence	$2,000,000

2. Automobile Liability under paragraph 5.04.6 of the General Conditions:
   a. Combined Single Limit $1,000,000 per occurrence

3. Property Damage liability insurance will provide Explosion, Collapse and Underground (X,C,U) coverages where applicable.

4. Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall be provided as part of the General Liability coverage.

5. The City is to be included as an additional insured except for Workers' Compensation/Employer's Liability and Professional Liability.

6. Professional Liability under paragraph 5.04.A.7 shall be in an amount of $1,000,000.

SC-5.06. Delete the text of Paragraph 5.06 in its entirety and substitute:

The Design/Builder shall purchase and maintain Builder's Risk "all risk" coverage upon the Work at the Site in the amount of the full replacement cost thereof. Design/Builder, Owner, Owner's Consultant and subcontractors of all tiers are to be included as additional insureds on the policy.

SC-6.01A. Delete the text of Paragraph 6.01.A in its entirety and substitute:

A. The plans and specifications and professional services provided under this Agreement for this Project shall be of a high quality commensurate with that provided by specialized design professionals for a water treatment plant project of similar size, complexity, and difficulty, and shall be adequate and sufficient for the proper construction and operation of the Project. The drawings and specifications for the Project, when submitted by Design/Builder to the City, must represent a thorough study and competent solution for the Project and shall reflect appropriate and necessary architectural and engineering services applicable to the Project. Design/Builder shall be responsible for ensuring the professional quality, technical accuracy, timely completion and the coordination of all designs, plans, reports, specifications, drawings, schedules, cost estimates and other services rendered by Design/Builder. Accordingly, the City shall require reimbursement from the Design/Builder for the value of change orders on construction contracts which use Design/Builder's plans, specifications and other work due to design errors, plus fifteen percent (15%) of the value of change orders due to design omissions, when the sum of these two figures exceeds two percent (2%) of the original construction contract price. The following formula will apply: (cost of design error change orders) plus (cost of design omission change orders times 0.15) minus (original contract amount times 0.02) equals (required reimbursement by Design/Builder). This formula covers all necessary change orders during construction, and additionally applies to any necessary modifications that are discovered up to one year after the date of the notice of completion, or up to one year after the date of beneficial occupancy, whichever is earlier. The City's right to require reimbursement is cumulative and does not foreclose or otherwise prevent the City from recovering direct, incidental or consequential damages caused by Design/Builder's failure to perform as stated in this paragraph. The City

reserves to itself the right, in its discretion, to make final determinations concerning the responsibility for design errors and omissions.

SC-6.02.B. Delete the text of Paragraph 6.02.B in its entirety and substitute:

B. The list of Project team members and key personnel, essential to the successful completion of the Project and authorized to perform work under this Agreement are in Design/Builder's Proposal that is part of this Agreement. Key personnel are defined as Project Manager, all superintendent level personnel, project engineer, QC manager, cost and schedule managers / engineers. The list may only be amended during performance of this Agreement under the following procedure:

(i) If Design/Builder is required to replace any of its key personnel, Design/Builder shall notify the City in writing of the desired change. Design/Builder shall endeavor to avoid changes to key personnel until at least two (2) qualified replacement candidates are recommended by Design/Builder and a replacement is approved in writing by the City. The City's approval shall not be unreasonably withheld. Failure of Design/Builder to comply with the requirements of this provision may be the basis for the City's termination of this Agreement.

(ii) The City shall respond to Design/Builder's written notice regarding replacement of key personnel within fifteen (15) working days after the City receives the list of proposed changes. If the City or its designated representative does not respond within that time, the listed changes shall be deemed to be approved.

(iii) If during the term of this Agreement, the City determines that the performance of approved key personnel is not acceptable, it shall notify Design/Builder and give Design/Builder the time which the City considers reasonable to correct such performance. Thereafter, the City may require Design/Builder to reassign or replace such key personnel. If the City notifies Design/Builder that certain of its key personnel or the key personnel of a subcontractor or subconsultant should be replaced, Design/Builder will use its best efforts to replace such key personnel within a reasonable time but not to exceed thirty (30) calendar days from the date of the City's notice.

C. Notwithstanding any other provision in this Agreement, it is the intent of the parties that all key personnel be engaged to perform their specialty for all such services required by this Agreement, and that Design/Builder's key personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

D. Neither Design/Builder, nor any subcontractor or subconsultant shall have other interests which conflict with the interests of the City, including being connected with the sale or promotion of equipment or material which may be used on the Project, and Design/Builder shall make written inquiry of all of its subcontractors or subconsultants concerning the existence of or potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the particular consultant, subcontractor, or subconsultant.

E. The City is not obligated or liable under this Agreement to any party other than the Design/Builder named herein. Design/Builder understands and agrees that this is a personal

services agreement and it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting.

F. 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 Agreement 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.

SC-6.03.B. Add the following language at the end of paragraph 6.03.B:

If prior to substantial completion the Owner approves unplanned overtime, which is overtime not defined by Design/Builder in its originally-approved schedule or approved amended schedule, for any such unplanned overtime worked, Design/Builder shall pay Owner $225.00 per hour to compensate Owner for the additional construction observation services required as a result. If after substantial completion the Owner approves unplanned overtime, for any such unplanned overtime worked, Design/Builder shall pay Owner $300.00 per hour to compensate Owner for the additional construction observation services required as a result.

SC-6.05 Add the following after paragraph 6.05.A.2:

B. If Design/Builder fails to maintain the Design/Builder's provided and approved schedule and is not entitled to a time extension pursuant to a Change Order by a time exceeding 14 Calendar days, it shall be notified in writing of said failure by the Program Manager. Within 10 days of the written notice, Design/Builder shall propose a schedule recovery plan. The Program Manager will review the proposed plan and, based on its sole discretion, decide to accept, accept with modifications, or reject the proposed plan within 5 days of the receipt of the proposed plan. Upon acceptance of Design/Builder's schedule recovery plan Design/Builder shall immediately commence work toward the plan. If, in the discretion of the Program Manager, Design/Builder fails in its efforts to recover or it exhibits no effort to recover then it shall be found in non-performance of the contract and all or portions of the work may be removed from the Design/Builder's contract at the full rates established in the Schedule of Values. Design/Builder may appeal the Program Manager's exercise of discretion under this provision to the Wichita Water Utilities Director for final review.

SC-6.06. Add a new paragraph immediately after paragraph 6.06.E:

F. The Design/Builder shall not award work valued at more than fifty (50%) of the Contract Price to Subcontractor(s), without prior written approval of the City.

SC-6.08. Delete paragraph 6.08A and insert new paragraph A:

The Design/Builder is responsible for obtaining and paying for the following permits, licenses, and approvals; however, this list is not intended to be comprehensive:

- Sedgwick County – Building Permit and Septic System Permit
- Kansas Department of Agriculture – Division of Water Resources (DWR) Temporary Water Rights (dewatering – Form Kansas DWR 1-110)
- Kansas Department of Health and Environment (KDHE) – Construction Stormwater NPDES Permit

- Utility Locates for Construction

The City will be responsible for obtaining the following permits and approvals:

- United States (U.S.) Army Corps of Engineers (ACOE) – Clean Water Act – 404 Permit
- Kansas DWR – Water Rights for River Diversion (Form Kansas DWR 1-101); Changes to Channel (Form Kansas DWR 2-100)
- KDHE – Phase I and Phase II National Pollutant Discharge Elimination System (NPDES) Permit(s); Public Water Supply Permit
- Harvey County – U.S. Fish and Wildlife Service Ecological Services/Partners for Fish and Wildlife Consultation; Building Permits; Conditional Use of Road Right-of-Way
- Sedgwick County – Building Permits; Zoning Conditional Use Permit; Conditional Use of Road Right-of-Way
- Consultation with Kansas Department of Wildlife and Parks Environmental Services Section; Kansas State Historical State Preservation Office; Kansas Corporation Commission Conservation Division; Kansas Geological Survey University of Kansas; U.S. Department of Agriculture Natural Resources Conservation Service; Kansas Water Office; State Conservation Commission

The City shall pay all charges of utility owners for connections to the Work and of such utility owners for capital costs related thereto.

SC-6.20.A. Add the following language after the first sentence of paragraph 6.20.A:

Design/Builder will obtain a performance guarantee from the membrane system supplier that the system will perform and meet the design conditions as stated in the Request for Proposal for the membrane proposal. Design/Builder will obtain a performance guarantee from the Advanced Oxidation Products (AOP) system supplier that the system will perform and meet the design conditions as stated in the Request for Proposal. These performance guarantees shall name the Owner as intended beneficiary and will transfer to the Owner at the end of the Performance Warranty Period, which is 12 months after Final Completion of the Project.

SC-6.21. Delete the text of Paragraph 6.21 in its entirety and substitute:

A. Design/Builder hereby agrees to indemnify, defend and hold harmless the City, its officials, officers, and employees from any and all third party claims, damages, suits, costs and expenses (including reasonable attorney fees, expert witness fees, court costs, and all associated defense fees), liability, actions or proceedings of any kind or nature to the extent caused or claimed to be caused directly or indirectly by the comparative fault of Design/Builder for negligent acts or errors or omissions, its agents, servants, employees or subconsultants occurring in the performance of its design services or construction activities under the Agreement The insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of Design/Builder hereunder.

B. Design/Builder agrees that it will contractually obligate its subcontractors and subconsultants to indemnify and hold harmless the indemnitees identified in this Paragraph to the same extent that Design/Builder is required to indemnify and hold harmless said indemnitees.

C. In the event of the filing of record of a lien or verified claim against any property on which the Project is located by, by a subcontractor or subconsultant, or by any other person or entity for which Design/Builder may be responsible, Design/Builder shall promptly remove the lien or claim in accordance with the laws of the State of Kansas.

D. Design/Builder shall protect, defend, indemnify, and hold harmless the City from and against any claims, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) in the event that litigation is filed by one of Design/Builder 's subcontractors or subconsultants for non-payment by Design/Builder to that subcontractor or subconsultant.

E. Design/Builder shall take reasonable actions to inform the City of known potential patents on processes, designs, or devices that may be incorporated into the Project. Design/Builder agrees to protect, defend and save harmless the City against any claim or demand for payment for the use of any patented or copyrighted material, process, design, article or device that may enter into the work being performed by Design/Builder under this Agreement to the extent that the City shall have provided Design/Builder reasonable notice of such claim or demand for payment.

F. The City does not agree to indemnify, hold harmless, exonerate or assume the defense of Design/Builder or any other person, or entity whatsoever, for any purpose whatsoever by or in connection with this Agreement.

SC-8.05.A. Add the following language at the end of paragraph 8.05.A:

The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative are stated above at paragraph 1.01.A.37.

SC-8.06.A. Add the following language at the end of paragraph 8.06.A:

The Duties, Responsibilities, and Limitations of Authority of the Owner's Consultant will be stated in the agreement between City and Program Manager executed for this specific Project.

SC-11.02.F. Add the following language after paragraph 11.02.F:

G. The time of completion of construction of the Project is of the essence of the Contract. Should Design/Builder neglect, refuse or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the City shall have the right to charge or to deduct from and retain out of such monies which may be then due, or which may become due and payable to Design/Builder, the sum of three thousand dollars ($3,000) per day for each and every day that such construction is delayed on its completion beyond the specified time, as liquidated damages and not as a penalty.

SC-13.02.C Add the following language at the end of paragraph 13.02.C:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Design/Builder.

SC-13.03.A.1. Delete Paragraph 13.03.A.1 in its entirety and insert the following in its place:

1. Thirty days after presentation of the Application for Payment the amount will (subject to the provisions of paragraph 13.03. B & C) become due, and when due will be paid by the City to Design/Builder.

SC-13.05.A Add the following as the first sentence:

The Project shall be substantially complete by August 31, 2011.

SC-16.03.B Add the following paragraphs after 16.03.B.

C. The parties' respective rights and remedies are separate and cumulative. No consent by the City, expressed or implied, to any breach of the Agreement or waiver or failure to exercise in any respect any right or remedy provided under this Agreement by that party waives or bars any future right or remedy hereunder or available at common law.

D. Neither the City's review, approval or acceptance or, nor payment for, any of the work or services required to be performed by the Design/Builder 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.

SC-16.05.A. Delete Paragraph 16.05.A in its entirety and insert the following in its place:

A. The laws of the state of Kansas will govern the construction and operation of and the remedies available under this Agreement. Venue for any lawsuit arising under or related to this Agreement shall be before the Eighteenth Judicial District Court of Kansas (Sedgwick County, Kansas) or the United States District Court for the District of Kansas sitting in Wichita, Kansas.

SC-16.05. After Paragraph 16.05 add the following paragraphs:

16.06 Other

A. In the event any dispute arises under this Agreement and during the time such dispute is being resolved, Design/Builder hereby agrees that it shall continue performance under this Agreement in accordance with the terms and conditions hereof since time is of the essence and City shall continue to compensate Design/Builder for all undisputed payment amounts. Design/Builder's failure to continue expeditious performance due to a dispute arising under this Agreement, at the option of the City, shall be construed as a material breach of this Agreement.

B. Design/Builder 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.

C. The term of this Agreement shall commence upon execution and end upon final completion of the services to be provided hereunder by Design/Builder. The insurance and indemnification provisions of this Agreement shall survive such termination.

D. The captions and headings set forth in this Agreement are for convenience and for reference only and shall not be construed so as to define or limit the terms and provisions hereof.

E. This Agreement is intended as the complete integration of all prior oral or written understandings between the Parties. No prior or contemporaneous additions, deletions or other amendments shall have any force or effect, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties and signed by the signatories to the original Agreement.

F. Supplemental Agreements and other amendments to the Agreement shall require approval by the City in the manner required by City policy, provided that City Staff or the Program Manager (as otherwise provided in writing by the City) may negotiate and approve modifications on behalf of the City, as may be required from time to time.

G. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

SC-17 Add the following new paragraph:

ARTICLE 17 - PROJECT SIGN

17.01 Design/Builder will place a temporary construction project sign at a location designated by the City. This sign measuring 4' x 8', will be made of 3/4" exterior grade plywood and adhere to the format and details given on the sheet at the end of this section. The sign will be prepared by a professional sign painter.

SC-18 Add the following new paragraph:

ARTICLE 18-CONSEQUENTIAL DAMAGES

18.01 Except as explicitly provided herein, in no event shall either Party be liable in tort or in contract for any incidental, special, indirect or consequential damages of any kind, including, without limitation, claims for lost profits or loss of goodwill, even if that Party has been advised of the possibility of such damages, by reason of any breach or default under this Agreement. This section shall not be interpreted to affect in any way Design/Builder's obligations with respect to a third party.

ARTICLE 19-ELECTRONIC DOCUMENT MANAGMENT

19.01 Design/Builder shall use an electronic document management system that will be defined by the City in the Construction Management Manual. The electronic document management system will require the Design/Builder to have internet access at the project site and will require all project communications and documents to be available in electronic formats for use in the system. The system will require the Design/Builder to utilize electronic entry forms, accessible through the internet, with the ability to attach electronic documents, including but necessary limited to, requests for information, submittals, proposed contract modifications, field orders, work change directives, change orders, pay requests, and punch lists. All document tracking will be through the electronic document management system, including but not limited to requests for information, submittals, proposed contract modifications, field orders, work change directives, change orders, pay requests, and punch lists. Access to the system will be limited for security purposes and the Design/Builder will be required to comply with all security and system usage requirements.

Agenda Item No. IV-1.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: CON2009-00005 – Conditional Use for wrecking/salvage yard on property zoned LI Limited Industrial ("LI"); generally located south of Lincoln Street between Mead Avenue and Mosley Avenue. (District I)

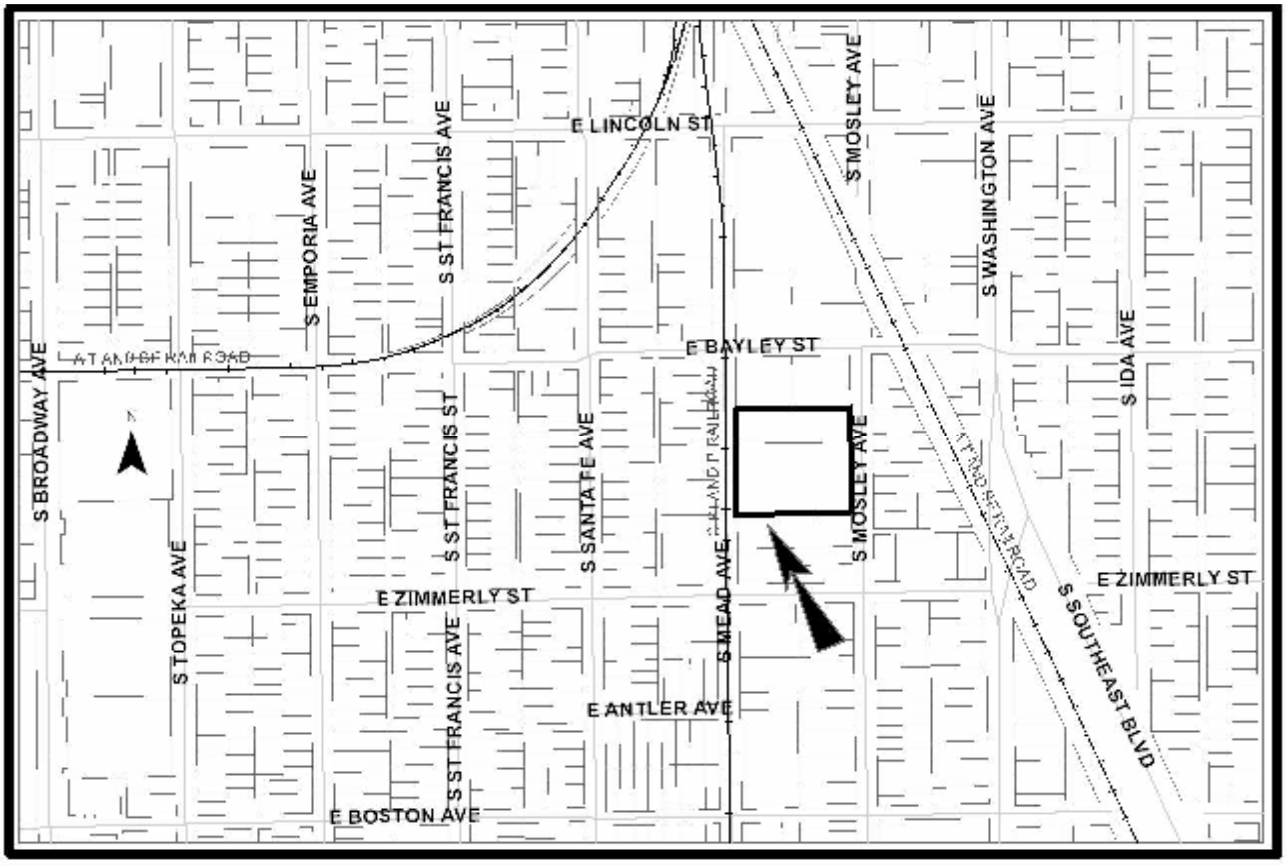
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve (7-5-1), with conditions.

MAPD Staff Recommendations: Deny.

DAB I Recommendation: Deny (7-0-1).



Background: The applicant is requesting a Conditional Use to permit a wrecking/salvage yard on the LI Limited Industrial ("LI") zoned 2.2 acres of Lots 9, 10 and 11, Block 3, Perrys Addition. The Unified Zoning Code (UZC, Art III, Sec III-D.6.e) requires a Conditional Use for a wrecking/salvage yard in the LI zoning district. A wrecking/salvage yard is a lot, land or structure used for the collecting, dismantling, storing and/or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage materials, junk or discarded materials; and/or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards (UZC, Art II, Sec II-B, 14.r.) The applicants are proposing to store wrecked and operable vehicles impounded by the local law enforcement agencies and to hold an auction four times a year, in order to sell them. The site is a vacant steel fabrication plant with three (3) buildings on it and an 8-foot metal fence (in need of repair) on its west side. Most of the site is unpaved.

Per the UZC, Art II, Sec II-B.14.q, a Conditional Use for wrecking/salvage yard in the LI zoning district, has the following minimum conditions:

(1) Is not abutting an arterial street, expressway, or freeway;
(2) In the opinion of the Planning Director, will not adversely affect the character of the neighborhood; and
(3) Is enclosed by a fence or wall not less than eight feet in height and having cracks and openings not in excess of five percent of the area of such fence.

Other information supplied by the applicant is that there will be no mechanical or body work done on the vehicles stored on the site. There will be no dismantling of vehicles on the site. There will be no storage and sale of parts on the site. Delivery of vehicles on the site will be by wrecking trucks, 24 hours per day, 7 days a week. As mentioned, the site is also proposed to hold vehicles impounded by local law enforcement. Although this is a licensing issue, it can be used as a condition in regards to the land use issue. Impounded vehicles can have current tags and be operable or be wrecks. The applicant has stated that 30 to 40 percent of the impounded operable vehicles are claimed by their owners within 30 days, after the owner pays whatever fees are owed; this can happen 24/7 on the site. There are a proposed four auctions a year at the site, Tuesday thru Wednesday, 9 AM to 2PM, with rainouts allowed. Typically, crowds at the auctions are made up of salvage yard operators who follow the auctioneer from car to car. There is no proposed amplification for the auctions. This site is proposed to be the main dispatch and auction site for both the Auto Inn and Action Wrecker Service. A dispatcher and security will be on site 24/7.

The site plan/aerial photo shows the location and size of the three (3) buildings on the site, the existing 8-foot tall metal fencing, employee and customer parking and ingress and egress onto Mosley Avenue. The site does not show the required 8-foot metal fencing on the north and south sides of the site. The site plan does not indicate if the parking and storage areas are paved; the City requires all parking and storage areas to be paved. The site plan shows no access onto Mead Avenue, which abuts the west side of the site. Mead Avenue is a dirt road with an active railroad right-of-way (ROW) running on it; no access will be permitted onto Mead Avenue. This is one of two active railroad ROWs in the area, the other is located approximately 100 feet east of the site. The site plan shows outside storage for 40 to 50 vehicles and indoor storage for 60 vehicles. The site plan shows no lighting, but the applicant proposes lighting for security reasons. The applicant proposes to place security cameras around the site. The applicant proposes signage on one of the buildings facing Mosley Avenue.

The immediate area is zoned LI. This zoning generally follows both of the active railroad ROWs, with the properties on the west side of Mead Avenue and its railroad ROW being its western edge. Properties in this area are mostly developed as office –warehouse with truck shipping, including a glass company, an auto parts warehouse and a printing company. The area includes several vacant business sites, including the subject site, which appears to have been a steel fabrication plant. There are no other auto storage yards or wrecking and salvage yards in the area. There is a larger, mostly single-family residential neighborhood, zoned MF-29 Multi-family Residential ("MF-29"), located approximately 200 feet west of the site.

The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the subject site's location as appropriate for "Employment/ Industry Center" development. The Land Use Guide identifies wrecking and salvage yards as appropriate for land identified for "Processing Industry" uses, which promotes more intensive land uses than the "Employment/ Industry Center" classification. The site is located in the "South Central Neighborhood Plan" (the SCN Plan). The SCN Plan was adopted by the City Council in May 2006, with the MAPC approving amendments to it on February 19, 2009. These recommended amendments will proceed to City Council for consideration and final action at their April 7, 2009 meeting.

The SCN Plan categorizes the site as "Industrial," which consists of employment based uses, and it encourages uses such as manufacturing, research and warehousing. The proposed wrecked and operable vehicle storage yard is not one of those encouraged uses. The development around the proposed wrecked and operable vehicle storage yard is mostly office –warehouse and shipping, with some vacant businesses. There are no other wrecked and operable vehicle storage yards in the area; approval of the Conditional Use for the proposed wrecked and operable vehicle storage yard would be out of character with the existing development in the area. The SCN Plan's locational guidelines have a "Least Desirable Land Uses" list which includes used car lots and resource processing industries. Since the proposed wrecked and operable vehicle storage yard (with its proposed auction held four times a year) is classified as a "Processing Industry" in the Comprehensive Plan, it clearly fits into the SCN Plan's "Least Desirable Land Uses" category. The SCN Plan's locational guidelines also state that the "Least Desirable Land Uses" should be restricted to properties that currently permit the use by right, which excludes wrecking/salvage yards, which is not a use permitted by right in the LI zoning district. The SCN Plan recommends changes in the zoning classification and approval of Conditional Uses that allow "Least Desirable Land Uses" be strongly discouraged. Approval of the Conditional Use for the proposed wrecked and operable vehicle storage yard would not follow the intent of the SCN Plan. The SCN Plan also states that where the locational guidelines of the Comprehensive Plan and the SCN Plan are inconsistent, the locational guidelines of the SCN Plan should apply.

Analysis: DAB I heard this request at their March 2, 2009, meeting. There were protests at the DAB meeting. The protests noted that the requested storage yard for wrecked and operable vehicles at this site was not a recommended use, per the amended "South Central Neighborhood Plan." Protesters included a spokesman for the area's businesses, who noted that the proposed use was out of out of character with the area's existing businesses and would have a negative impact on the area. The DAB recommended denial, 7-0-1, of the Conditional Use request.

At the March 5, 2009, MAPC public hearing, the MAPC voted 7-5-1 to approve the requested Conditional Use with conditions; see the attached Resolution. There were protests at the MAPC meeting. The protests noted that the requested storage yard for wrecked and operable vehicles at this site was not a recommended use, per the amended "South Central Neighborhood Plan." Protesters included a spokesman for the area's businesses, who noted that the proposed use was out of out of character with the area's existing businesses and would have a negative impact on the area.

At the end of the two week protest and appeal period, valid protests to the Conditional Use request were filed. These protests total 48.54% of the net land area within the 200-foot protest area. The protest map also shows significant protests outside the 200-foot protest map, but within the 350-foot notification area. A 3/4 majority vote of the City Council members is needed to overturn the protest and approve the applicant's requested Conditional Use.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

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

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the Conditional Use request, subject to the recommended conditions, with a 3/4 majority vote to overturn the protest; or

2. Deny the Conditional Use request by making alternative findings, and override the MAPC's recommendation (it requires a two-third majority vote to override the MAPC's recommendation); or

3. Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required).

RESOLUTION No. 09-110

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT FOR A WRECKING/SALVAGE YARD, ON APPROXIMATELY2.2-ACRES ZONED LI LIMITED INDUSTRIAL ("LI"), GENERALLY LOCATED SOUTH OF LINCOLN STREET AND SOUTHEAST OF THE MOSELY AVENUE AND BAYLEY STREET INTERSECTION, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975, AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, a Conditional Use to permit a Wrecking/Salvage Yard on approximately 2.2-acres zoned LI Limited Industrial ("LI") legally described below:

Case No. CON2009-00005

A Conditional Use Permit to allow a Wrecking/Salvage Yard, on approximately 2.2-acres zoned LI Limited Industrial ("LI") described as:

Lots 9, 10, and 11, Block 3, Perrys Addition, Wichita, Sedgwick County, Kansas. Generally located south of Lincoln Street and southeast of the Mosley Avenue and Bayley Street Intersection.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Conditional Use shall authorize the operation of a wrecked and operable vehicles yard only for vehicles impounded by the Wichita Police Department, the Sedgwick County Sheriff's Department and the Highway Patrol. The site shall be licensed by the Wichita Police Department. The license must be kept current, failure to maintain this license will cause the Conditional Use to be null and void.

2. The site shall be limited to outside storage for 40-50 vehicles and indoor storage for 60 vehicles.

3. There shall be no mechanical or body work done on the vehicles stored on the site. There shall be no be no dismantling of vehicles on the site, nor shall there be the storage and sale of vehicle parts on the site. In no event shall the Conditional Use authorize collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, bulky waste, salvage materials, junk, storage or bailing of solid waste, scrap paper, rags, metallic scrap materials or discarded materials; and/or for the sale of parts thereof.

4. All of the conditions of UZC, Art II, Sec II-B.14.q shall be enforced, including the 8-foot tall metal fencing around all sides of the site.

5. No access is permitted onto Mead Avenue.

6. All on-site parking and storage areas shall be paved with asphalt or concrete. The paved access drive will also be used for the delivery of vehicles for storage on the site. Parking shall be per the Unified Zoning Code.

7. A revised site plan addressing the conditions of approval shall be approved by the Planning Director prior to the beginning of the operation.

8. No stacking of wrecked/inoperable vehicles shall be permitted. No vehicles shall be visible from ground-level view from Mosley or Mead Avenues or abutting properties.

9. Storage of all wrecked/inoperable vehicles shall be in an orderly manner with an exposed perimeter as specified by the Environmental Services to prevent rodent harborage and breeding.

10. The applicant shall maintain at all times an active program for the eradication and control of rodents.

11. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.

12. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.

13. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.

14. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.

15. The applicant shall implement a drainage plan approved the Storm Water Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.

16. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of a wrecking/salvage yard.

17. All conditions of the Conditional Use must be completed within 6-months or the application shall be null and void.

18. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

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

21st day of April, 2009.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

EXCERPT OF THE MARCH 5, 2009 MAPC HEARING

Case No.: CON2009-05 – Pyles Investments, Inc., c/o Thomas Honton Request City Conditional Use request for Wrecking/Salvage Yard and Vehicle Storage Yard (Impound Lot) on property zoned LI Limited Industrial.

Lots 9, 10, and 11, Block 3, Perry's Addition to Wichita, Sedgwick County, Kansas. Generally located on the west side of Mosley Avenue, 150 feet south of Bayley Street (1319 and 1325 South Mosley Avenue).

BACKGROUND: The applicant is requesting a Conditional Use to permit a wrecking/salvage yard on the LI Limited Industrial ("LI") zoned 2.2-acres of Lots 9, 10, and 11, Block 3, Perrys Addition. The Unified Zoning Code (UZC, Art III, Sec III-D.6.e) requires a Conditional Use for a wrecking/salvage yard in the LI zoning district. A wrecking/salvage yard is a lot, land, or structure used for the collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage materials, junk, or discarded materials; and/or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards; UZC Art II, Sec II-B, 14(r). The applicants are proposing to store wrecked and operable vehicles impounded by the local law enforcement agencies and to hold an auction four times a year, in order to sell them. The site is a vacant steel fabrication plant with 3 buildings on it, and with only of a portion of the site paved.

Per the UZC, Art II, Sec II-B.14.q, the conditions for Conditional Use for a wrecking/salvage yard in the LI zoning district are:

(1) Is not abutting an arterial street, expressway, or freeway;
(2) In the opinion of the Planning Director, will not adversely affect the character of the neighborhood; and
(3) Is enclosed by a fence or wall not less than eight feet in height and having cracks and openings not in excess of five percent of the area of such fence.

Other information supplied by the applicant is that there will be no mechanical or body work done on the vehicles stored on the site. There will be no dismantling of vehicles on the site. There will be no storage and sale of parts on the site. Delivery of vehicles on the site will be by wrecking trucks, 24 hours per day 7 days a week. As mentioned, the site is also proposed to hold vehicles impounded by local law enforcement. Although this is a licensing issue, it can be used as a condition in regards to the land use issue. Impounded vehicles can have current tags and be operable or be wrecks. Thirty to 40% of the impounded operable vehicles are claimed by their owners within 30 days, after the owner pays whatever fees are owed; this can happen 24/7 on the site. There are a proposed four auctions a year at the site, Tuesday thru Wednesday, 9 AM to 2PM, with rainouts allowed. Typically crowds at the auctions are made up of salvage yard operators, who follow the auctioneer from car to car. There is no proposed amplification for the auctions. This site is proposed to be the main dispatch and auction site for both the Auto Inn and Action Wrecker Service. A dispatcher and security will be on site 24/7.

The site plan/aerial photo shows the location and size of the 3 buildings on the site, the proposed and existing 8-foot tall metal fencing, employee and customer parking, and ingress and egress onto Mosley. The site does not show the required 8-foot metal fencing on the north and south sides of the site. The site plan does not indicate if the parking and storage areas are paved; the City requires all parking and storage areas to be paved. The site plan shows no access onto Mead Avenue, which abuts the west side of the site. Mead is a dirt road with an active railroad ROW running on it; no access will be permitted onto Mead. This is one of two active railroad ROWs in the area, the other is located approximately 100 feet east of the site. The site plan shows outside storage for 40-50 vehicles and indoor storage for 60 vehicles. Storage of wrecked vehicles is included in the definition of a wrecking/salvage yard. The site plan shows

no lighting, but the applicant proposes lighting for security reasons. The applicant proposes security cameras placed around the site for security reasons. The applicant proposes signage on one of the buildings facing Mosley.

The immediate area is zoned mostly LI. This zoning generally follows both of the active railroad ROWs, with Mead Avenue and its railroad ROW being its western edge. Properties in this area are developed as office –warehouse with truck shipping and include a glass company, an auto parts warehouse, and a printing company. There are several vacant business sites, including the subject site, which appears to have been a steel fabrication plant. There are no other auto storage yards or wrecking and salvage yards in the area. There is a larger, mostly single-family residential neighborhood, zoned MF-29 Multi-family Residential ("MF-29"), located approximately 200 feet west of the site.

CASE HISTORY: The subject property was platted/recorded as the Perrys Addition, October 20, 1884.

ADJACENT ZONING AND LAND USE:

NORTH:	LI	Office – warehouse
SOUTH:	LI	Office – warehouse, shipping
EAST:	LI	Mosley Avenue, vacant businesses, office – warehouse Shipping, railroad ROW
WEST:	LI	Active railroad ROW, unimproved Mead Avenue, printing, vacant office-warehouse

PUBLIC SERVICES: The subject property has direct access to Mosley Avenue, a paved two-lane urban collector. Mosley is interrupted, north of its intersection with Bayley Street by a vacation of its ROW and an active railroad ROW. It resumes at its intersection with Lincoln Street. Both Mosley and Bayley are classified as two-lane urban collectors by the WAMPO Federal Roadway Functional Classification Map, at this location. The 2030 Transportation Plan does not identify collectors. The Bayley – George Washington/K-15 intersection, is located approximately 300 feet east of the site, and is shown to have approximately 10,621 trips per day. George Washington is classified as a principle arterial, and shown to remain the same on the 2030 Transportation Plan. Municipal water and sewer are available to the subject site. All other utilities/services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the subject site's location as appropriate for "Employment/ Industry Center" development. The Land Use Guide identifies wrecking and salvage yards as appropriate for land identified for "Processing Industry" uses, which promotes more intensive land uses than the "Employment/ Industry Center" classification. The site is located in the "South Central Neighborhood Plan" (the SCN Plan. The SCN Plan was adopted by Council May 2006, with the MAPC approving amendments to it, February 19, 2009. These recommended amendments will proceed to City Council for consideration and final action. The SCN Plan categorizes the site as "Industrial," which consists of employment based uses, and encourages uses such as manufacturing, research and warehousing. The proposed wrecked and operable vehicle storage yard is not one of those encouraged uses. The development around the proposed wrecked and operable vehicle storage yard is mostly office –warehouse and shipping, with some vacant businesses. There are no other wrecked and operable vehicle storage yards in the area; approval of the Conditional Use for the proposed wrecked and operable vehicle storage yard would be out of character with the existing development in the area. The SCN Plan's locational guidelines have a "Least Desirable Land Uses" list which includes used car lots and resource processing industries. Since the proposed wrecked and operable vehicle storage yard (with its proposed auction held four times a year) is classified as a "Processing Industry" in the Comprehensive Plan, it clearly fits into the SCN Plan's "Least Desirable Land Uses" category. The SCN Plan's locational guidelines also state that the "Least Desirable Land Uses" should be restricted to properties that currently permit the use by right, which excludes wrecking/salvage yards, which is not a use permitted by right in the LI zoning district. The SCN Plan recommends changes in the zoning classification and approval of Conditional

Uses that allow "Least Desirable Land Uses" be strongly discouraged. Approval of the Conditional Use for the proposed wrecked and operable vehicle storage yard would not follow the intent of the SCN Plan. The SCN Plan also states that where the locational guidelines of the Comprehensive Plan and the SCN Plan are inconsistent, the locational guidelines of the SCN Plan should apply.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be DENIED. The staff's recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The immediate area is zoned mostly zoned LI. This zoning generally follows both of the active railroad ROWs, with Mead Avenue and its railroad ROW being its western edge. Properties in this area are developed as office –warehouse with truck shipping and include a glass company, an auto parts warehouse, and a printing company. There are several vacant business sites including the subject site, which appears to have been a steel fabrication plant. There are no other auto storage yards or wrecking and salvage yards in the area. There is a larger single-family residential neighborhood, zoned MF-29 Multi-family Residential ("MF-29"), located approximately 200 feet west of the site.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned LI. A wrecking/salvage yard (the application) may be permitted with a Conditional Use in the LI zoning district. The South Central Neighborhood Plan's (SCN Plan) locational guidelines have a "Least Desirable Land Uses" list which includes used car lots and resource processing industries. The proposed wrecked and operable vehicle storage yard (with its proposed auction held four times a year) is classified as a "Processing Industry" in the Comprehensive Plan, thus clearly fits into the SCN Plan's "Least Desirable Land Uses" category. The SCN Plan's locational guidelines also state that the "Least Desirable Land Uses" should be restricted to properties that currently permit the use by right. The proposed wrecked and operable vehicle storage yard is classified as a wrecking/salvage yard, which is not a use permitted by right in the LI zoning district. The "South Central Neighborhood Plan" recommends changes in the zoning classification and approval of Conditional Uses that allow "Least Desirable Land Uses" be strongly discouraged.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Properties in the area are developed as office –warehouse with truck shipping and include a glass company, an auto parts warehouse, and a printing company. Allowing an auto storage/wrecking and salvage yards in the area, would be out of character with current development and set a precedent for other vacant properties to apply for application for similar "Processing Industry" uses, which promotes more intensive land uses than the "Employment/ Industry Center" classification of this area.

4 Conformance of the requested change to adopted or recognized Plans/Policies: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the subject site's location as appropriate for "Employment/ Industry Center" development. The Land Use Guide identifies wrecking and salvage yards as appropriate for land identified for "Processing Industry" uses, which promotes more intensive land uses than the "Employment/ Industry Center" classification. The site is located in the "South Central Neighborhood Plan" (the SCN Plan. The SCN Plan was adopted by Council May 2006, with the MAPC approving amendments to it, February 19, 2009. These recommended amendments will proceed to City Council for consideration and final action. The SCN Plan categorizes the site as "Industrial," which consists of employment based uses, and encourages uses such as manufacturing, research and warehousing. The proposed wrecked and operable vehicle storage yard is not one of those encouraged uses. The development around the proposed wrecked and operable vehicle storage yard is mostly office –warehouse and shipping, with some vacant businesses. There are no other

wrecked and operable vehicle storage yards in the area; approval of the Conditional Use for the proposed wrecked and operable vehicle storage yard would be out of character with the existing development in the area. The SCN Plan's locational guidelines have a "Least Desirable Land Uses" list which includes used car lots and resource processing industries. Since the proposed wrecked and operable vehicle storage yard (with its proposed auction held four times a year) is classified as a "Processing Industry" in the Comprehensive Plan, it clearly fits into the SCN Plan's "Least Desirable Land Uses" category. The SCN Plan's locational guidelines also state that the "Least Desirable Land Uses" should be restricted to properties that currently permit the use by right, which excludes wrecking/salvage yards, which is not a use permitted by right in the LI zoning district. The SCN Plan recommends changes in the zoning classification and approval of Conditional Uses that allow "Least Desirable Land Uses" be strongly discouraged. Approval of the Conditional Use for the proposed wrecked and operable vehicle storage yard would not follow the intent of the SCN Plan. The SCN Plan also states that where the locational guidelines of the Comprehensive Plan and the SCN Plan are inconsistent, the locational guidelines of the SCN Plan should apply.

5. Impact of the proposed development on community facilities: Water, sewer and all other utilities are available to the site. The proposed use of this property should have limited impact on community facilities, with the exception of calls to OCI in regards to operating within the environmental standards of the City, as wrecking and salvage yards attract vermin.

However, if the MAPC finds this an appropriate use for this site, the staff recommends the following conditions:

1. The Conditional Use shall authorize the operation of a wrecked and operable vehicles yard only for vehicles impounded by the Wichita Police Department, the Sedgwick County Sheriff's Department and the Highway Patrol. The site shall be licensed by the Wichita Police Department. The license must be kept current, failure to maintain this license will cause the Conditional Use to be null and void.

2. The site shall be limited to outside storage for 40-50 vehicles and indoor storage for 60 vehicles.

3. There shall be no mechanical or body work done on the vehicles stored on the site. There shall be no be no dismantling of vehicles on the site, nor shall there be the storage and sale of vehicle parts on the site. In no event shall the Conditional Use authorize collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, bulky waste, salvage materials, junk, storage or bailing of solid waste, scrap paper, rags, metallic scrap materials or discarded materials; and/or for the sale of parts thereof.

4. All of the conditions of UZC, Art II, Sec II-B.14.q shall be enforced, including the 8-foot tall metal fencing around all sides of the site.

5. No access is permitted onto Mead Avenue.

6. All on-site parking and storage areas shall be paved with asphalt or concrete. The paved access drive will also be used for the delivery of vehicles for storage on the site. Parking shall be per the Unified Zoning Code.

7. A revised site plan addressing the conditions of approval shall be approved by the Planning Director prior to the beginning of the operation.

8. No stacking of wrecked/inoperable vehicles shall be permitted. No vehicles shall be visible from ground-level view from Mosley or Mead Avenues or abutting properties.

9. Storage of all wrecked/inoperable vehicles shall be in an orderly manner with an exposed perimeter as specified by the Environmental Services to prevent rodent harborage and breeding.

10. The applicant shall maintain at all times an active program for the eradication and control of rodents.

11. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.

12. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.

13. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.

14. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.

15. The applicant shall implement a drainage plan approved the Storm Water Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.

16. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of a wrecking/salvage yard.

17. All conditions of the Conditional Use must be completed within 6-months or the application shall be null and void.

18. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

MCKAY declared a conflict of interest saying he owned property in the notification area and left the bench. He said he would like to reserve the right to speak from the floor.

BILL LONGNECKER, Planning Staff presented the Staff Report.

JOHNSON mentioned the South Central Neighborhood Plan (SCNP) approved by the MAPC and said he understood that anyone that didn't want their zoning changed could opt out.

LONGNECKER said the zoning on the site had not been changed and that the application was for a Conditional Use. He said the SCNP provided guidelines as to uses in the area. He said a wrecking and salvage yard is always a conditional use in LI Limited Industrial zoning.

JOHNSON asked what would happen if they put up a sign that said body shop.

LONGNECKER said a body shop can go into LI zoning.

JOHNSON commented so they could fill the lot with wrecked cars.

LONGNECKER said he would have to look at that because for a body shop, noting that the cars were probably currently licensed.

JOHNSON commented that the applicant is not going to be working on the cars. He observed a body shop could be done without Conditional Use.

MITCHELL asked how long the property has been vacant and added shouldn't that have been a consideration in the recommendation in the Staff Report.

LONGNECKER said he wasn't sure how long the site has been vacant and agreed that the consideration for how long it had been vacant was significant.

HENTZEN said this location is in the middle of a heavy industrial district. He said after the presentation on the SCNP, he was under the impression that the owner of a property could stay and do what they can do now. He said this is not on an arterial street and added that it seems to him that this use they have asked for is ideal for the central of a heavy industrial district. He said he went out to the site and in all four directions he couldn't see past the buildings around him, yet staff is recommending denial. He said they don't want it unless you approve these 18 conditions. He said some of the conditions are reasonable and mentioned 10, 11, 12, 13, 14, 16, 17, 18 which have to do with rodent control and a few other environmental issues. However, he said he can't agree with staff's recommendation just because the SCNP was approved on February 19, 2009. He said he did not expect something like this in the staff report and said he would be glad to work a motion to rescind the SCNP.

MARNELL said he is baffled to see this issue come up again as a processing industry. He said staff described the whole area as warehousing and that this application was warehousing and outside storage of vehicles, this is not a salvage yard. He said this was the same "trick of hand" that happened to the request on South Rock Road where it is called a salvage yard when it is not. He said he is really going to be upset if he finds out after working on the Advance Plans Committee and working on the SCNP, that this is the kind of attitude and the result of the work on those plans. He said that reason staff was not recommending this type of a facility for this location, was the result of them using tricky language. He said this seems like a perfectly good use for this type of location. He said calling it a processing industry and classifying it as a salvage/junk yard when clearly it is not, is just not right.

DARRYL LESSON, REPRESENTING THE APPLICANT said Auto Inn has been a family operation for 60 years and is currently located in the 200 block of North Broadway. He said the present owner has been leasing the location at 21st Street to them for a number of years but now has different plans for the property so they are being forced to make a move. He said rather than rent, they bought this property because the size, facility, and location all met the requirements they needed. He said prior to purchasing the property, the Wichita Police Department and Sedgwick County Sheriff's Office inspected the property to be used for impounding vehicles and approved it. He said they probably should have known they

would need a Conditional Use permit in order to put the operation there. He said the property was formerly used by Wichita Structural Steel who went into bankruptcy. He said that when the applicant had bought the property it was a junk yard with scrap metal and inoperable cars. He said the applicant hauled off 35 truckloads of debris and trash from the property. He said the conditions are immeasurably better at the location than they were before. He said they have installed exterior lighting for security reasons, surveillance cameras, and added that a dispatcher is on the premises 24 hours a day, 7 days a week. He said they believe there has been an improvement for the neighborhood from a security standpoint. He said they have filed two Police Reports since they have owned the property, once involving the theft of heavy copper wiring and other items causing approximately $27,000 worth of damage, which his client has replaced. He said his client is under pressure to move from his current location and if he does not receive the Conditional Use permit, it will create a severe financial problem. He explained that this is strictly a storage operation; there is no salvage, no parting, no stacking, and no crushing of vehicles. He said these are vehicles that are picked up by WPD, the Sedgwick County Sherriff's Office, and Kansas Highway Patrol and sold at auction 3 – 4 times a year or the cars are picked up by owner's who pay a fine. He said adjacent to the site to the south is OK Transfer and Storage Company who store furniture in the building. He said the difference being is that they are selling vehicles and OK is selling personal property. He concluded by saying that they feel that this use is not a detriment to the neighborhood. He said they would like to continue operations with the City.

LESSON reviewed staff recommendations and commented that items 1, 3, 5, 7, 8, 9, 10, 11, 12, 13, 14,16, 17, and 18 and paragraph 2 were all acceptable from the applicant's stand point. He said Item 4 which was the requirement for an 8-foot tall metal privacy fence surrounding all sides at the site was a concern. He said they checked and the competition such as Interstate and Happy Hooker do not have 8-foot metal privacy fences across the front of their property. He said the applicant has already installed a 6-foot chain link fence on the property, and they feel as long as the property is secured, since they have staff present on location 24/7; they don't believe an 8-foot metal privacy fence in front serves any purpose.

LESSON mentioned Item 15 and said they are not sure what implementing a drainage plan means since they have no plans of changing the elevation or what is currently there and the back lot is already paved with concrete. He also mentioned that the surrounding buildings shield the site from the street.

LESSON said the requirement of paving all of the lot would be a burden because it is a substantial area and they do not anticipate storing wrecked cars out there. He said that area will be used to park wreckers and for employee parking. He said this area has been a gravel drive for 50 years or more and they would like to continue on that basis.

HILLMAN asked where they were going to park the damaged vehicles that might be leaking oil, gas, grease and other fluids.

LESSON commented that those vehicles will be stored on the concrete, not on the bare ground.

FOSTER mentioned the requirement to keep a current license and asked if their services were provided to the City and County under contract.

TOM HONTON, ACCOUNTANT FOR AUTO INN said State Statutes require that if you have over 8 vehicles that cannot be started with a battery; you have to have a salvage license for an auto wrecking yard or storage yard. He said they have to be current with both the State and Federal government and they are audited by both agencies.

FOSTER asked if other entities would provide vehicles to the facility.

HONTON said no, they provide the service for the City of Wichita, Kansas Highway Patrol, and Sedgwick County. He said the cars could include wrecked or abandoned vehicles, vehicles that are impounded or involved in a death; and he said some vehicles are sequestered and stored as evidence.

FOSTER commented that it appears they have done a good job cleaning up the facility and asked if they were planning on making other improvements.

HONTON reiterated cleanup activities to date and added that they have constructed a new office area inside the facility including driver's area and reception area. He again mentioned installation of security lights and security cameras and added that they feel a privacy fence may create a hazard because then the area can't be seen from the street.

HILLMAN asked if they planned to have any interaction with the rail system to haul away cars.

HONTON said no. He said car owners come by the facility and pay fines or the cars are sold at auction.

VICKI CHURCHMAN, 1357 SOUTH BROADWAY, SECRETARY, SOUTH CENTRAL IMPLEMENTATION COMMITTEE said she is concerned about the anger expressed by the MAPC members. She said they are not trying to go behind anyone's back. She said they had no idea that this kind of business would be coming into their neighborhood. She said they were thrilled with the backing that the MAPC gave them during the preparation of the SCNP, and there has been no effort on their part to deceive anyone. She said they initially welcomed another business coming into the area until they drove by Auto Inn's current operation on 21st Street. She said she is no expert on junk yards but it was ugly, junky, and dirty. She said Auto Inn's current operation is a major concern to her. She mentioned that the South Central Neighborhood Association unanimously opposed the request and that DAB I also voted unanimously to oppose it. She said there has been concern expressed at today's meeting about filing up vacant space, but this location has only been vacant 6 months. She said one of the surrounding business owners indicated at the DAB meeting the he tried to buy the building himself. She said about 8 representatives from other business opposed to this particularly business coming into the area also spoke at the DAB meeting. She also expressed concern about an auction being held at the site because there is limited space and the only parking is located on the north side of the site. She said this is the least desirable usage in the area, it is not a currently approved use and it does not increase employment opportunities. She mentioned wreckers bringing wrecks into the area, increased traffic, leakage of chemicals such as gas, oil, and anti-freeze onto the concrete and running of into the dirt parking lot. She also mentioned the increased rodent population that these types of operations cause. She said she hopes to continue to get the backing of the MAPC and said they have worked hard to improve the neighborhood. She concluded by stating that businesses adjacent to this site are also opposed to this usage.

MARNELL said his comments were aimed at staff as to how this is classified as a "processing industry;" however, he said he is quite at odds with her if she finds this request an inappropriate use for this land in this industrial area.

LARRY MOND, 943 S. TOPEKA said he wanted to remind the Commission that this area is in the front yard of the new arena.

DALE CHRUCHMAN, 1357 S. BROADWAY, **VICE PRESDIENT – SOUTH CENTRAL NEIGHBORHOOD ASSOCIATION, VICE PRESIDENT – SOUTH CENTRAL IMPROVEMENT ALLIANCE, PRESIDENT – IMPLMENTATION COMMITTEE FOR THE SOUTH CENTRAL REVITALIZATION PROGRAM** said they have been before the MAPC several times to try to improve an area of the City that has a very bad reputation--South Broadway. He said people and staff have been working very hard to come up with a plan that is working and that they have made a number of improvements in the area. He said this proposal flies in the face of the things they have stood for and

worked for. He admitted that there was a junk yard along Santa Fe and St. Francis, but asked does that mean they want more of them. He said they would like to get rid of the one that is there. He suggested that the Commission visit Auto Inn's current operation to see what it looks like and decide whether they want that type of activity in the center of Wichita. He said there is a need for impound lots and junk yards but they need to go into an industrial park or some other area where they fit in, not into an area of town that is mainly residential with a little industrial along the railroad. He also mentioned the small businesses in the area that are well kept and well run. He said those people attended the DAB and said they do not want the applicant for neighbors citing rodents, environmental problems, noise, and junk. He concluded by urging the MAPC not to okay this Conditional Use.

DAVE WEATHERSON, PRESTIGE GRAPHICS, INC. , 722 E ZIMMERLY said the large white building to the southwest is his business. He said he employs 24 people and does several million dollars worth of business a year. He said it is a local printing and graphics finishing company that has been located there for the past 28 years. He said he was present to speak on behalf of several other businesses in the vicinity surrounding the subject property including: Mr. Jerry Hughes, Owner of Docuplex Graphics, 725 East Bayley; Mr. Rick Hopper, Owner of Hopper Glass Company, 880 E. Bayley; Bill Humphrey, Owner of Humphrey Products, 719 East Zimmerly; Len Pillar, Owner of J&M O'Connor Company, 811 East Bayley; Mr. Ed Vollen, Owner of B&S Aircraft Instruments Facility, 1414 S. Mosley. He said they represent the businesses and property owners that surround the subject property; they employ 250 people; and create several million dollars in payroll. He said some of the industries in are in decline; however, all of them are dealing with an economy and neighborhood that is in decline. He said they all maintain clean, neat facilities and consider themselves an asset to the area. He said they are often tagged with graffiti, vandalized, and that streets and alley ways in the area are used as dumping grounds for unwanted trash and debris. He said they feel this use will only be a detriment to the area. He said a steady flow of wrecked, salvaged or impounded cars will only add more litter to the already deteriorating streets, and cause more congestion when the streets are already too crowded for passage as it is. He said there are no other auto wrecking/salvage yards (or however you want to classify them) in this area to his knowledge and the City of Wichita has not been seeking to place these operations within the City limits or adjacent to residential areas. He said as businessmen and property owners, they don't need the City to go against their own 2030 Functional Land Use Guide, the South Central Neighborhood Plan, City staff recommendation, and the DAB recommendation for denial of the application. He said both of the land use plans that cover the subject property do not allow for development of this type of operation in this area. He concluded by saying that allowing this use will add to the deterioration of the neighborhood and accelerate the already declining property values in this area. He asked the Commission to use their own perspective and look back in time and agree with him that these types of operations simply never get better, but continue to deteriorate and become more objectionable with time. He said this deterioration will lead to reduced property appraisals which will result in less property taxes being collected. He concluded by saying that on behalf of himself and the other concerned surrounding property owners in the area, he requested that the MAPC please deny this application.

HONTON commented that the applicant has hauled tons of trash from the site and that they are trying to fix the site up. He said they have been vandalized twice and added that this is a high crime area. He said they will be storing personal property impounded for safety purposes for the City of Wichita, Kansas Highway Patrol, Sedgwick County Sheriff's Office and Wichita Police Department on a temporary basis to be sold at auction or hauled off. He mentioned the 21st Street operation and said they are trying to upgrade, get a better facility and do a better job. He said most vehicles will be stored inside or behind concrete and that they will perform rodent control, and conduct the operation as a professional business.

HILLMAN asked how times a month they will hold auctions.

HONTON said auctions are held four times a year; the notices are posted in the newspaper; and that there is never a large crowd.

HILLAMN asked where they would park 30 cars.

HONTON said along Mosley and where employees park.

MILLER STEVENS asked how the business is currently licensed.

HONTON said they are licensed as a wrecking service by State Statutes. He said the salvage permit is issued locally in order to be a wrecking service.

FOSTER asked about the difference between limited and general repair.

LONGNECKER said limited repair means strictly mechanical and general repair allows for body work. He referred to page 2, paragraph 2 of the Staff Report, which refers to UZC, Art II, Sec II-B, 14.q. for this type of operation, which he said is a wreckage and salvage yard as defined by the UZC, and that no trickery was involved in the recommendation. He mentioned the requirements for the solid screening. He added that there are no interior side yard setbacks in LI zoning and said the surrounding buildings do provide some screening but there are gaps on the north and south sides. He said the UZC requires 6-8 foot solid fence. He also mentioned that some type of asphalt was also required as a minimum for parking.

MARNELL commented that the applicant objected to item #4, but asked since that is a requirement of the UZC, the MAPC can't waive that.

LANG said the MAPC can recommend modifications of a conditional use for City Council approval; however, they can't generally waive a code requirement, just recommend modification.

> **MOTION:** To approve staff recommendation to deny.
>
> **MILLER STEVENS** moved, **ANDERSON** seconded the motion.
>
> **SUBSTITUTE MOTION**: To approve with the conditions recommended by staff on pages 6, 7, and 8 of the Staff Report.
>
> **MARNELL** moved, **MITCHELL** seconded the motion, and it carried (7-5-1). **ANDERSON**, **DENNIS**, **FOSTER**, **HILLMAN**, **MILLER STEVENS** – No. **MCKAY** – Abstained.

DIRECTOR SCHLEGEL clarified that the action of the Planning Commission was final today unless there were appeals or protests.

MARNELL said he would like to request that the Advance Plans Committee research why these auto storage yards are considered auto salvage yards. He mentioned the previous case of wrecked vehicles stored by insurance companies, which he did not know such a business existed, but that it clearly was not a salvage yard. He said this business is extremely similar and is obviously not a salvage yard. He said he feels this was thrown into *"box # 7"* because that was as close as the code allows. He said he would like to see the UZC modified to include another definition, since this is not a one-time occurrence and this is the third case of this type within a year.

> **MOTION:** To have the Advance Plans Committee look at the definition of Salvage Yards in the Unified Zoning Code.
>
> **MARNELL** moved, **HILLMAN** seconded the motion, and it carried (12-1). **ANDERSON** – No.

MILLER STEVENS requested clarification that this was not a request to review the entire zoning code.

MARNELL clarified that he was interested mainly in the salvage yard issue; however, he said staff may come up with other issues. He said he was interested in a modifying the UZC not rewriting the entire code.

ANDERSON suggested asking staff to make a recommendation on how the issue should be handled to facilitate the matter instead of referring the issue to the Advance Plans Committee for recommendation.

CHAIRMAN DOWNING noted that historically the Advance Plans Committee has made recommendations.

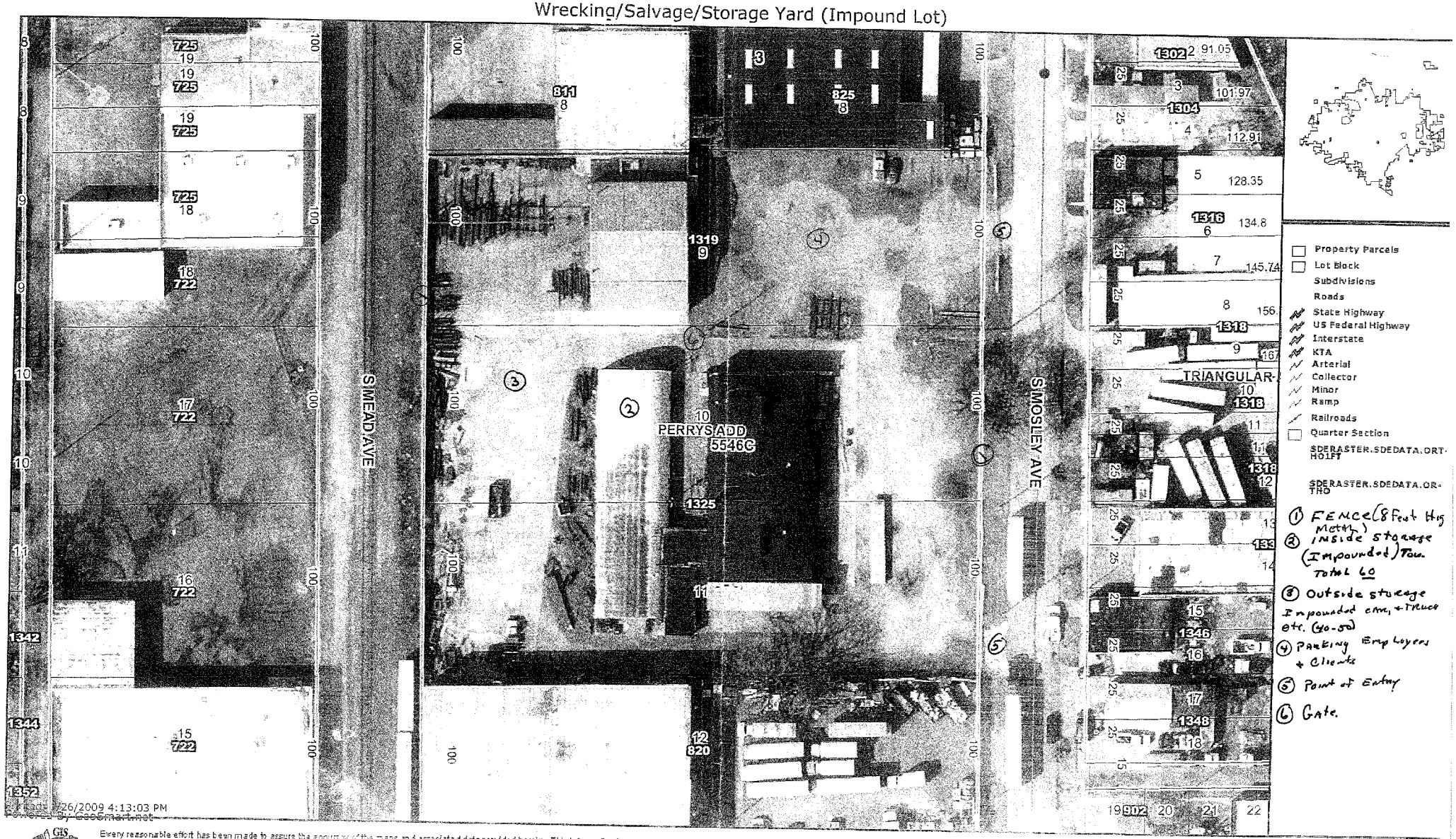
SUBSTITUTE MOTION: To refer to staff for research and recommendation.

ANDERSON moved; motion died due to lack of a second.

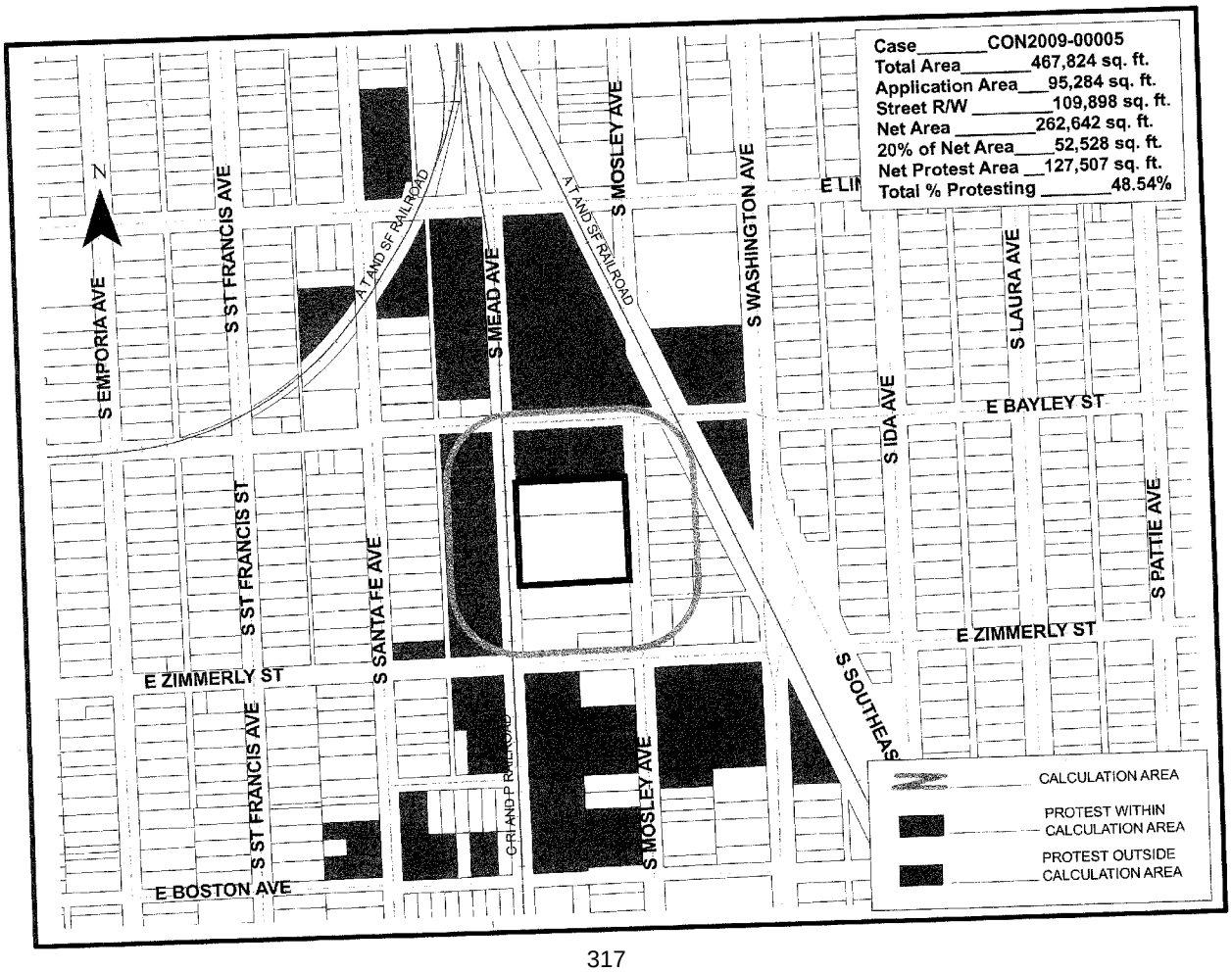
ANDERSON commented this is why it takes so long to get things done around here.

CON2009-00005

Wrecking/Salvage/Storage Yard (Impound Lot)



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.


Case CON2009-00005
Total Area 467,824 sq. ft.
Application Area 95,284 sq. ft.
Street R/W 109,898 sq. ft.
Net Area 262,642 sq. ft.
20% of Net Area 52,528 sq. ft.
Net Protest Area 127,507 sq. ft.
Total % Protesting 48.54%
N
S EMPORIA AVE
S ST FRANCIS AVE
S ST FRANCIS ST
S ST FRANCIS AVE
E BOSTON AVE
E ZIMMERLY ST
S SANTA FE AVE
A T AND SF RAILROAD
S MEAD AVE
G-R AND P RAILROAD
S MOSLEY AVE
S MOSLEY AVE
A T AND SF RAILROAD
S WASHINGTON AVE
S IDA AVE
S LAURA AVE
E BAYLEY ST
S PATTIE AVE
E ZIMMERLY ST
S SOUTHEAS
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA

The 21st Street Pause Point is highly visible from I-135 and 21st Street and is in the shadow of the former Derby refinery. The amenities included at this location are benches, trash receptacle, drinking fountain and lighting.

The 25th Street Pause Point would be limited in amenities due to its close proximity of Grove Park and relative isolation of the location. The amenities included at this location are benches, trash receptacle, and lighting.

Thomas added that they would also be replacing sidewalks and curbs along 25th Street from Minneapolis to Piatt.

Stiff wanted to know if this would connect to the Chisholm Creek path. **Haas** advised that yes they would connect.

Miller-Stevens wanted to know this project might get funding from the stimulus package. **Haas** advised that they had not received funding from KDOT but was #2 on the list for stimulus funds.

Wilson wanted to know if there would additional lighting along the paths. **Thomas** advised that they are going to add on street lighting along the corridor.

Thompson wanted to know how the long the project would take to complete after funding had been received. **Haas** advised by the middle of April – plans should be released. Once we get the funds we will get started within 2-3 weeks, with the hopes of completing this project by the end of the year.

Stiff wanted are there any environmental hazards that could postpone the project. **Thomas** advised that they are working with the refineries to mitigate this concern. He noted that they had received clearance from the Environmental Health Department to move forward with the project.

Action Taken: Stiff motion to recommend approval of the project. Miller-Stevens 2nd the motion. Motion passed (8:0)

New Business

7. **CON2009-00005**
Donna Goltry, MAPD presented information on the request for a conditional use permit for a wrecking/salvage yard and vehicle storage yard (impound lot) on property zoned Limited Commercial, generally located on the west side of Mosley Avenue, 150ft. south of Bayley Street (1319 and 1325 S. Mosley Avenue).

Goltry noted that this business is currently operating on 21st Street and is looking too relocated. The applicants are proposing to store wrecked and operable vehicles impounded by the local law enforcement agencies and to hold an auction four times a year, in order to sell them. Other information supplied by the applicant is that there would be no mechanical or body work done on the vehicles store on the site. There would be no dismantling of vehicles on the site. There would be no storage and sale of parts on the site. Delivery of vehicles on the site will be by wrecking trucks, 24 hours per day 7 days a week.

Goltry noted that access would be along Mosley. She noted that staff is recommending denial of the request. One of the reason for denial is due to the site being located in the South Central Neighborhood (SCN) area – where the SCN Plan was adopted by Council May 2006, with the MAPC approving amendments to it February 19, 2009. These recommended amendments will

proceed to City Council for final consideration and final action. SCN Plan categorizes the site as "industrial," which consists of employment based uses, and encourages uses such as manufacturing, research and warehousing. The proposed wrecked and operable vehicle storage yard is not one of those encouraged uses. The development around the proposed wrecked and operable vehicle storage yard is mostly office – warehouse and shipping, with some vacant businesses. There are no other wrecked and operable vehicle storage yards in the area; approval of the Conditional Use for the proposed wrecked and operable vehicle storage yard would be out of character with the existing development in the area.

Goltry noted that if you decided that you wanted to approve the request, MAPD staff also has conditions they would recommend be included in the approval and they are as follows:

1. No stacking of wrecked/inoperable vehicles shall be permitted. No vehicles shall be visible from ground-level view from Mosley or Mead Avenues or abutting properties.
2. The Conditional Use shall authorize the operation of a wrecked and operable vehicles yard only for vehicles impounded by the Wichita Police Department, the Sedgwick County Sheriff's Department and the Highway Patrol. The site shall be licensed by the Wichita Police Department. The license must be kept current, failure to maintain this license will cause the Conditional Use to be null and void.
3. The site shall be limited to outside storage for 40-50 vehicles and indoor storage for 60 vehicles.
4. There shall be no mechanical or body work done on the vehicles stored on the site. There shall be no be no dismantling of vehicles on the site, nor shall there be the storage and sale of vehicle parts on the site. In no event shall the Conditional Use authorize collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, bulky waste, salvage materials, junk, storage or bailing of solid waste, scrap paper, rags, metallic scrap materials or discarded materials; and/or for the sale of parts thereof.
5. All of the conditions of UZC, Art II, Sec II-B.14.q shall be enforced, including the 8-foot tall metal fencing around all sides of the site.
6. No access is permitted onto Mead Avenue.
7. All on-site parking and storage areas shall be paved with asphalt or concrete. The paved access drive will also be used for the delivery of vehicles for storage on the site. Parking shall be per the Unified Zoning Code.
8. A revised site plan addressing the conditions of approval shall be approved by the Planning Director prior to the beginning of the operation.
9. Storage of all wrecked/inoperable vehicles shall be in an orderly manner with an exposed perimeter as specified by the Environmental Services to prevent rodent harborage and breeding.
10. The applicant shall maintain at all times an active program for the eradication and control of rodents.
11. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.
12. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.

13. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.

14. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.

15. The applicant shall implement a drainage plan approved the Storm Water Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.

16. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of a wrecking/salvage yard.

17. All conditions of the Conditional Use must be completed within 6-months or the application shall be null and void.

18. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

Domotrovic wanted to know when was the last time this place was occupied, and if not this use, then what? **Goltry** advised there are currently three small buildings at the site and it is partially unpaved.

Domotrovic wanted to know if this could be approved for a specific time period – such as 2-3 years. **Goltry** advised that yes we could but that is sometimes difficult to accomplish.

Stiff asked if Goltry could more information on the conditions that should be added should this be approved. **Goltry** went through and read the conditions listed above 1 through 18.

David Weatherson, 722 E. Zimmerly located 100 ft. west of the proposed location stated that he was there representing several neighbors and that they were against the project. He noted that some of them are dealing with industries in decline and we are frequently vandalized and tagged with graffiti. He noted that they felt this business would be a detriment to the area I approved. This would add to the deterioration of the neighborhood. He noted that this goes against the South Central plan and they ask that the project be denied.

Domotrovic wanted to know how long the property had been on the market. **Weatherson** advised for the last 6-8 months.

Miles wanted to know what the original use of the land. **Watherson** advised that it was a steel fabrication plant.

Terry Grimms, 811 E. Bayley advised that property looks like it is beginning to be developed, currently there has been a chain linked fence added. He also noted that they are concerns because parking will be an issue.

Dale Churchman, 1357 S. Broadway, Vice President of South Central NA noted that no one in the community was this project approved and that it goes against the South Central Plan.

James Barfield, 2121 S Edgemoor wanted to know if the they had a salvage license.

Wilson asked if they are just trying to relocate and already have a license.

Goltry responded that she was not the expert regarding the questions about their license, but that the license would not transfer with the property.

Action Taken: Thompson motion to recommend denial of the zoning request. Stiff 2nd the motion. Motion passed (7:0) *Miller-Stevens abstained from voting.*

8. **CUP2009-00001 and ZON2009-00003**

Donna Goltry, MAPD presented information on the zoning request for the redevelopment of the Ken-Mar shopping center. She noted the applicant proposes to redevelop Ken Mar Shopping Center as DP-319 Providence Square Community Unit Plan, located on the northwest corner of 13th Street North and Oliver Avenue.

Goltry noted that a TIF district for the Ken Mar Center Redevelopment Project (Providence Square) was approved for the site January 6, 2009. The TIF requires redevelopment of the shopping center in order to utilize TIF funding to upgrade the parking lot, site lighting and access points onto the site.

Goltry noted that the setbacks vary in width and deviate from standard Unified Zoning Code required setbacks of 35 feet for CUPs along streets. The variations are found on Parcel 1 in those locations where the existing buildings are zero feet from the property line on Oliver Avenue and at certain points on Pershing Avenue for Parcel 1. In the remainder of Parcel 1, the setback increases to 35 feet. Parcel 2 and 5 are currently vacant tracts of land, but also propose reduced setbacks of 10 feet along Pershing Avenue for Parcel 2 and along 14th Street North for Parcel 5, presumably to increase the buildable area on these small tracts.

Goltry noted that electronic signs would be restricted to 13th Street North and Oliver Avenue. The CUP prohibits moving and rotating signs, signs with moving lights, portable signs, off-site signs and billboards. Window signage is restricted to 25 percent of window area. No specific building wall signage restrictions are included beyond the general restrictions on electronic signs and sign with movement.

Goltry also noted that the Ken Mar Shopping Center was built in 1956. The buildings are on property zoned LC, but the majority of the parking field is located on property zoned B. A church on property zoned SF-5 are located north and northwest of the site. A convenience store, zoned LC, and more residences, zoned GO, TF-3 and SF-5 are located directly east of the site. A service station and a post office substation are to the southeast and more businesses and a restaurant are located directly south, all on property zoned LC. The area to the west includes some vacant retail stores and a large furniture store and furniture warehouse, with a mix of GC General Commercial, OW Office Warehouse, LC and GO zoning.

EXCERPT OF THE MARCH 5, 2009 MAPC HEARING

Case No.: CON2009-05 – Pyles Investments, Inc., c/o Thomas Honton Request City Conditional Use request for Wrecking/Salvage Yard and Vehicle Storage Yard (Impound Lot) on property zoned LI Limited Industrial.

Lots 9, 10, and 11, Block 3, Perry's Addition to Wichita, Sedgwick County, Kansas. Generally located on the west side of Mosley Avenue, 150 feet south of Bayley Street (1319 and 1325 South Mosley Avenue).

BACKGROUND: The applicant is requesting a Conditional Use to permit a wrecking/salvage yard on the LI Limited Industrial ("LI") zoned 2.2-acres of Lots 9, 10, and 11, Block 3, Perrys Addition. The Unified Zoning Code (UZC, Art III, Sec III-D.6.e) requires a Conditional Use for a wrecking/salvage yard in the LI zoning district. A wrecking/salvage yard is a lot, land, or structure used for the collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage materials, junk, or discarded materials; and/or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards; UZC Art II, Sec II-B, 14(r). The applicants are proposing to store wrecked and operable vehicles impounded by the local law enforcement agencies and to hold an auction four times a year, in order to sell them. The site is a vacant steel fabrication plant with 3 buildings on it, and with only of a portion of the site paved.

Per the UZC, Art II, Sec II-B.14.q, the conditions for Conditional Use for a wrecking/salvage yard in the LI zoning district are:

(1) Is not abutting an arterial street, expressway, or freeway;
(2) In the opinion of the Planning Director, will not adversely affect the character of the neighborhood; and
(3) Is enclosed by a fence or wall not less than eight feet in height and having cracks and openings not in excess of five percent of the area of such fence.

Other information supplied by the applicant is that there will be no mechanical or body work done on the vehicles stored on the site. There will be no dismantling of vehicles on the site. There will be no storage and sale of parts on the site. Delivery of vehicles on the site will be by wrecking trucks, 24 hours per day 7 days a week. As mentioned, the site is also proposed to hold vehicles impounded by local law enforcement. Although this is a licensing issue, it can be used as a condition in regards to the land use issue. Impounded vehicles can have current tags and be operable or be wrecks. Thirty to 40% of the impounded operable vehicles are claimed by their owners within 30 days, after the owner pays whatever fees are owed; this can happen 24/7 on the site. There are a proposed four auctions a year at the site, Tuesday thru Wednesday, 9 AM to 2PM, with rainouts allowed. Typically crowds at the auctions are made up of salvage yard operators, who follow the auctioneer from car to car. There is no proposed amplification for the auctions. This site is proposed to be the main dispatch and auction site for both the Auto Inn and Action Wrecker Service. A dispatcher and security will be on site 24/7.

The site plan/aerial photo shows the location and size of the 3 buildings on the site, the proposed and existing 8-foot tall metal fencing, employee and customer parking, and ingress and egress onto Mosley. The site does not show the required 8-foot metal fencing on the north and south sides of the site. The site plan does not indicate if the parking and storage areas are paved; the City requires all parking and storage areas to be paved. The site plan shows no access onto Mead Avenue, which abuts the west side of the site. Mead is a dirt road with an active railroad ROW running on it; no access will be permitted onto Mead. This is one of two active railroad ROWs in the area, the other is located approximately 100 feet east of the site. The site plan shows outside storage for 40-50 vehicles and indoor storage for 60 vehicles. Storage of wrecked vehicles is included in the definition of a wrecking/salvage yard. The site plan shows

no lighting, but the applicant proposes lighting for security reasons. The applicant proposes security cameras placed around the site for security reasons. The applicant proposes signage on one of the buildings facing Mosley.

The immediate area is zoned mostly LI. This zoning generally follows both of the active railroad ROWs, with Mead Avenue and its railroad ROW being its western edge. Properties in this area are developed as office –warehouse with truck shipping and include a glass company, an auto parts warehouse, and a printing company. There are several vacant business sites, including the subject site, which appears to have been a steel fabrication plant. There are no other auto storage yards or wrecking and salvage yards in the area. There is a larger, mostly single-family residential neighborhood, zoned MF-29 Multi-family Residential ("MF-29"), located approximately 200 feet west of the site.

CASE HISTORY: The subject property was platted/recorded as the Perrys Addition, October 20, 1884.

ADJACENT ZONING AND LAND USE:

NORTH:	LI	Office – warehouse
SOUTH:	LI	Office – warehouse, shipping
EAST:	LI	Mosley Avenue, vacant businesses, office – warehouse Shipping, railroad ROW
WEST:	LI	Active railroad ROW, unimproved Mead Avenue, printing, vacant office-warehouse

PUBLIC SERVICES: The subject property has direct access to Mosley Avenue, a paved two-lane urban collector. Mosley is interrupted, north of its intersection with Bayley Street by a vacation of its ROW and an active railroad ROW. It resumes at its intersection with Lincoln Street. Both Mosley and Bayley are classified as two-lane urban collectors by the WAMPO Federal Roadway Functional Classification Map, at this location. The 2030 Transportation Plan does not identify collectors. The Bayley – George Washington/K-15 intersection, is located approximately 300 feet east of the site, and is shown to have approximately 10,621 trips per day. George Washington is classified as a principle arterial, and shown to remain the same on the 2030 Transportation Plan. Municipal water and sewer are available to the subject site. All other utilities/services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the subject site's location as appropriate for "Employment/ Industry Center" development. The Land Use Guide identifies wrecking and salvage yards as appropriate for land identified for "Processing Industry" uses, which promotes more intensive land uses than the "Employment/ Industry Center" classification. The site is located in the "South Central Neighborhood Plan" (the SCN Plan. The SCN Plan was adopted by Council May 2006, with the MAPC approving amendments to it, February 19, 2009. These recommended amendments will proceed to City Council for consideration and final action. The SCN Plan categorizes the site as "Industrial," which consists of employment based uses, and encourages uses such as manufacturing, research and warehousing. The proposed wrecked and operable vehicle storage yard is not one of those encouraged uses. The development around the proposed wrecked and operable vehicle storage yard is mostly office –warehouse and shipping, with some vacant businesses. There are no other wrecked and operable vehicle storage yards in the area; approval of the Conditional Use for the proposed wrecked and operable vehicle storage yard would be out of character with the existing development in the area. The SCN Plan's locational guidelines have a "Least Desirable Land Uses" list which includes used car lots and resource processing industries. Since the proposed wrecked and operable vehicle storage yard (with its proposed auction held four times a year) is classified as a "Processing Industry" in the Comprehensive Plan, it clearly fits into the SCN Plan's "Least Desirable Land Uses" category. The SCN Plan's locational guidelines also state that the "Least Desirable Land Uses" should be restricted to properties that currently permit the use by right, which excludes wrecking/salvage yards, which is not a use permitted by right in the LI zoning district. The SCN Plan recommends changes in the zoning classification and approval of Conditional

Uses that allow "Least Desirable Land Uses" be strongly discouraged. Approval of the Conditional Use for the proposed wrecked and operable vehicle storage yard would not follow the intent of the SCN Plan. The SCN Plan also states that where the locational guidelines of the Comprehensive Plan and the SCN Plan are inconsistent, the locational guidelines of the SCN Plan should apply.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be DENIED. The staff's recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The immediate area is zoned mostly zoned LI. This zoning generally follows both of the active railroad ROWs, with Mead Avenue and its railroad ROW being its western edge. Properties in this area are developed as office –warehouse with truck shipping and include a glass company, an auto parts warehouse, and a printing company. There are several vacant business sites including the subject site, which appears to have been a steel fabrication plant. There are no other auto storage yards or wrecking and salvage yards in the area. There is a larger single-family residential neighborhood, zoned MF-29 Multi-family Residential ("MF-29"), located approximately 200 feet west of the site.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned LI. A wrecking/salvage yard (the application) may be permitted with a Conditional Use in the LI zoning district. The South Central Neighborhood Plan's (SCN Plan) locational guidelines have a "Least Desirable Land Uses" list which includes used car lots and resource processing industries. The proposed wrecked and operable vehicle storage yard (with its proposed auction held four times a year) is classified as a "Processing Industry" in the Comprehensive Plan, thus clearly fits into the SCN Plan's "Least Desirable Land Uses" category. The SCN Plan's locational guidelines also state that the "Least Desirable Land Uses" should be restricted to properties that currently permit the use by right. The proposed wrecked and operable vehicle storage yard is classified as a wrecking/salvage yard, which is not a use permitted by right in the LI zoning district. The "South Central Neighborhood Plan" recommends changes in the zoning classification and approval of Conditional Uses that allow "Least Desirable Land Uses" be strongly discouraged.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Properties in the area are developed as office –warehouse with truck shipping and include a glass company, an auto parts warehouse, and a printing company. Allowing an auto storage/wrecking and salvage yards in the area, would be out of character with current development and set a precedent for other vacant properties to apply for application for similar "Processing Industry" uses, which promotes more intensive land uses than the "Employment/ Industry Center" classification of this area.

4 Conformance of the requested change to adopted or recognized Plans/Policies: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the subject site's location as appropriate for "Employment/ Industry Center" development. The Land Use Guide identifies wrecking and salvage yards as appropriate for land identified for "Processing Industry" uses, which promotes more intensive land uses than the "Employment/ Industry Center" classification. The site is located in the "South Central Neighborhood Plan" (the SCN Plan. The SCN Plan was adopted by Council May 2006, with the MAPC approving amendments to it, February 19, 2009. These recommended amendments will proceed to City Council for consideration and final action. The SCN Plan categorizes the site as "Industrial," which consists of employment based uses, and encourages uses such as manufacturing, research and warehousing. The proposed wrecked and operable vehicle storage yard is not one of those encouraged uses. The development around the proposed wrecked and operable vehicle storage yard is mostly office –warehouse and shipping, with some vacant businesses. There are no other

wrecked and operable vehicle storage yards in the area; approval of the Conditional Use for the proposed wrecked and operable vehicle storage yard would be out of character with the existing development in the area. The SCN Plan's locational guidelines have a "Least Desirable Land Uses" list which includes used car lots and resource processing industries. Since the proposed wrecked and operable vehicle storage yard (with its proposed auction held four times a year) is classified as a "Processing Industry" in the Comprehensive Plan, it clearly fits into the SCN Plan's "Least Desirable Land Uses" category. The SCN Plan's locational guidelines also state that the "Least Desirable Land Uses" should be restricted to properties that currently permit the use by right, which excludes wrecking/salvage yards, which is not a use permitted by right in the LI zoning district. The SCN Plan recommends changes in the zoning classification and approval of Conditional Uses that allow "Least Desirable Land Uses" be strongly discouraged. Approval of the Conditional Use for the proposed wrecked and operable vehicle storage yard would not follow the intent of the SCN Plan. The SCN Plan also states that where the locational guidelines of the Comprehensive Plan and the SCN Plan are inconsistent, the locational guidelines of the SCN Plan should apply.

5. Impact of the proposed development on community facilities: Water, sewer and all other utilities are available to the site. The proposed use of this property should have limited impact on community facilities, with the exception of calls to OCI in regards to operating within the environmental standards of the City, as wrecking and salvage yards attract vermin.

However, if the MAPC finds this an appropriate use for this site, the staff recommends the following conditions:

1. The Conditional Use shall authorize the operation of a wrecked and operable vehicles yard only for vehicles impounded by the Wichita Police Department, the Sedgwick County Sheriff's Department and the Highway Patrol. The site shall be licensed by the Wichita Police Department. The license must be kept current, failure to maintain this license will cause the Conditional Use to be null and void.

2. The site shall be limited to outside storage for 40-50 vehicles and indoor storage for 60 vehicles.

3. There shall be no mechanical or body work done on the vehicles stored on the site. There shall be no be no dismantling of vehicles on the site, nor shall there be the storage and sale of vehicle parts on the site. In no event shall the Conditional Use authorize collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, bulky waste, salvage materials, junk, storage or bailing of solid waste, scrap paper, rags, metallic scrap materials or discarded materials; and/or for the sale of parts thereof.

4. All of the conditions of UZC, Art II, Sec II-B.14.q shall be enforced, including the 8-foot tall metal fencing around all sides of the site.

5. No access is permitted onto Mead Avenue.

6. All on-site parking and storage areas shall be paved with asphalt or concrete. The paved access drive will also be used for the delivery of vehicles for storage on the site. Parking shall be per the Unified Zoning Code.

7. A revised site plan addressing the conditions of approval shall be approved by the Planning Director prior to the beginning of the operation.

8. No stacking of wrecked/inoperable vehicles shall be permitted. No vehicles shall be visible from ground-level view from Mosley or Mead Avenues or abutting properties.

9. Storage of all wrecked/inoperable vehicles shall be in an orderly manner with an exposed perimeter as specified by the Environmental Services to prevent rodent harborage and breeding.

10. The applicant shall maintain at all times an active program for the eradication and control of rodents.

11. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.

12. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.

13. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.

14. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.

15. The applicant shall implement a drainage plan approved the Storm Water Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.

16. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of a wrecking/salvage yard.

17. All conditions of the Conditional Use must be completed within 6-months or the application shall be null and void.

18. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

MCKAY declared a conflict of interest saying he owned property in the notification area and left the bench. He said he would like to reserve the right to speak from the floor.

BILL LONGNECKER, Planning Staff presented the Staff Report.

JOHNSON mentioned the South Central Neighborhood Plan (SCNP) approved by the MAPC and said he understood that anyone that didn't want their zoning changed could opt out.

LONGNECKER said the zoning on the site had not been changed and that the application was for a Conditional Use. He said the SCNP provided guidelines as to uses in the area. He said a wrecking and salvage yard is always a conditional use in LI Limited Industrial zoning.

JOHNSON asked what would happen if they put up a sign that said body shop.

LONGNECKER said a body shop can go into LI zoning.

JOHNSON commented so they could fill the lot with wrecked cars.

LONGNECKER said he would have to look at that because for a body shop, noting that the cars were probably currently licensed.

JOHNSON commented that the applicant is not going to be working on the cars. He observed a body shop could be done without Conditional Use.

MITCHELL asked how long the property has been vacant and added shouldn't that have been a consideration in the recommendation in the Staff Report.

LONGNECKER said he wasn't sure how long the site has been vacant and agreed that the consideration for how long it had been vacant was significant.

HENTZEN said this location is in the middle of a heavy industrial district. He said after the presentation on the SCNP, he was under the impression that the owner of a property could stay and do what they can do now. He said this is not on an arterial street and added that it seems to him that this use they have asked for is ideal for the central of a heavy industrial district. He said he went out to the site and in all four directions he couldn't see past the buildings around him, yet staff is recommending denial. He said they don't want it unless you approve these 18 conditions. He said some of the conditions are reasonable and mentioned 10, 11, 12, 13, 14, 16, 17, 18 which have to do with rodent control and a few other environmental issues. However, he said he can't agree with staff's recommendation just because the SCNP was approved on February 19, 2009. He said he did not expect something like this in the staff report and said he would be glad to work a motion to rescind the SCNP.

MARNELL said he is baffled to see this issue come up again as a processing industry. He said staff described the whole area as warehousing and that this application was warehousing and outside storage of vehicles, this is not a salvage yard. He said this was the same "trick of hand" that happened to the request on South Rock Road where it is called a salvage yard when it is not. He said he is really going to be upset if he finds out after working on the Advance Plans Committee and working on the SCNP, that this is the kind of attitude and the result of the work on those plans. He said that reason staff was not recommending this type of a facility for this location, was the result of them using tricky language. He said this seems like a perfectly good use for this type of location. He said calling it a processing industry and classifying it as a salvage/junk yard when clearly it is not, is just not right.

DARRYL LESSON, REPRESENTING THE APPLICANT said Auto Inn has been a family operation for 60 years and is currently located in the 200 block of North Broadway. He said the present owner has been leasing the location at 21st Street to them for a number of years but now has different plans for the property so they are being forced to make a move. He said rather than rent, they bought this property because the size, facility, and location all met the requirements they needed. He said prior to purchasing the property, the Wichita Police Department and Sedgwick County Sheriff's Office inspected the property to be used for impounding vehicles and approved it. He said they probably should have known they

would need a Conditional Use permit in order to put the operation there. He said the property was formerly used by Wichita Structural Steel who went into bankruptcy. He said that when the applicant had bought the property it was a junk yard with scrap metal and inoperable cars. He said the applicant hauled off 35 truckloads of debris and trash from the property. He said the conditions are immeasurably better at the location than they were before. He said they have installed exterior lighting for security reasons, surveillance cameras, and added that a dispatcher is on the premises 24 hours a day, 7 days a week. He said they believe there has been an improvement for the neighborhood from a security standpoint. He said they have filed two Police Reports since they have owned the property, once involving the theft of heavy copper wiring and other items causing approximately $27,000 worth of damage, which his client has replaced. He said his client is under pressure to move from his current location and if he does not receive the Conditional Use permit, it will create a severe financial problem. He explained that this is strictly a storage operation; there is no salvage, no parting, no stacking, and no crushing of vehicles. He said these are vehicles that are picked up by WPD, the Sedgwick County Sherriff's Office, and Kansas Highway Patrol and sold at auction 3 – 4 times a year or the cars are picked up by owner's who pay a fine. He said adjacent to the site to the south is OK Transfer and Storage Company who store furniture in the building. He said the difference being is that they are selling vehicles and OK is selling personal property. He concluded by saying that they feel that this use is not a detriment to the neighborhood. He said they would like to continue operations with the City.

LESSON reviewed staff recommendations and commented that items 1, 3, 5, 7, 8, 9, 10, 11, 12, 13, 14,16, 17, and 18 and paragraph 2 were all acceptable from the applicant's stand point. He said Item 4 which was the requirement for an 8-foot tall metal privacy fence surrounding all sides at the site was a concern. He said they checked and the competition such as Interstate and Happy Hooker do not have 8-foot metal privacy fences across the front of their property. He said the applicant has already installed a 6-foot chain link fence on the property, and they feel as long as the property is secured, since they have staff present on location 24/7; they don't believe an 8-foot metal privacy fence in front serves any purpose.

LESSON mentioned Item 15 and said they are not sure what implementing a drainage plan means since they have no plans of changing the elevation or what is currently there and the back lot is already paved with concrete. He also mentioned that the surrounding buildings shield the site from the street.

LESSON said the requirement of paving all of the lot would be a burden because it is a substantial area and they do not anticipate storing wrecked cars out there. He said that area will be used to park wreckers and for employee parking. He said this area has been a gravel drive for 50 years or more and they would like to continue on that basis.

HILLMAN asked where they were going to park the damaged vehicles that might be leaking oil, gas, grease and other fluids.

LESSON commented that those vehicles will be stored on the concrete, not on the bare ground.

FOSTER mentioned the requirement to keep a current license and asked if their services were provided to the City and County under contract.

TOM HONTON, ACCOUNTANT FOR AUTO INN said State Statutes require that if you have over 8 vehicles that cannot be started with a battery; you have to have a salvage license for an auto wrecking yard or storage yard. He said they have to be current with both the State and Federal government and they are audited by both agencies.

FOSTER asked if other entities would provide vehicles to the facility.

HONTON said no, they provide the service for the City of Wichita, Kansas Highway Patrol, and Sedgwick County. He said the cars could include wrecked or abandoned vehicles, vehicles that are impounded or involved in a death; and he said some vehicles are sequestered and stored as evidence.

FOSTER commented that it appears they have done a good job cleaning up the facility and asked if they were planning on making other improvements.

HONTON reiterated cleanup activities to date and added that they have constructed a new office area inside the facility including driver's area and reception area. He again mentioned installation of security lights and security cameras and added that they feel a privacy fence may create a hazard because then the area can't be seen from the street.

HILLMAN asked if they planned to have any interaction with the rail system to haul away cars.

HONTON said no. He said car owners come by the facility and pay fines or the cars are sold at auction.

VICKI CHURCHMAN, 1357 SOUTH BROADWAY, SECRETARY, SOUTH CENTRAL IMPLEMENTATION COMMITTEE said she is concerned about the anger expressed by the MAPC members. She said they are not trying to go behind anyone's back. She said they had no idea that this kind of business would be coming into their neighborhood. She said they were thrilled with the backing that the MAPC gave them during the preparation of the SCNP, and there has been no effort on their part to deceive anyone. She said they initially welcomed another business coming into the area until they drove by Auto Inn's current operation on 21st Street. She said she is no expert on junk yards but it was ugly, junky, and dirty. She said Auto Inn's current operation is a major concern to her. She mentioned that the South Central Neighborhood Association unanimously opposed the request and that DAB I also voted unanimously to oppose it. She said there has been concern expressed at today's meeting about filing up vacant space, but this location has only been vacant 6 months. She said one of the surrounding business owners indicated at the DAB meeting the he tried to buy the building himself. She said about 8 representatives from other business opposed to this particularly business coming into the area also spoke at the DAB meeting. She also expressed concern about an auction being held at the site because there is limited space and the only parking is located on the north side of the site. She said this is the least desirable usage in the area, it is not a currently approved use and it does not increase employment opportunities. She mentioned wreckers bringing wrecks into the area, increased traffic, leakage of chemicals such as gas, oil, and anti-freeze onto the concrete and running of into the dirt parking lot. She also mentioned the increased rodent population that these types of operations cause. She said she hopes to continue to get the backing of the MAPC and said they have worked hard to improve the neighborhood. She concluded by stating that businesses adjacent to this site are also opposed to this usage.

MARNELL said his comments were aimed at staff as to how this is classified as a "processing industry;" however, he said he is quite at odds with her if she finds this request an inappropriate use for this land in this industrial area.

LARRY MOND, 943 S. TOPEKA said he wanted to remind the Commission that this area is in the front yard of the new arena.

DALE CHRUCHMAN, 1357 S. BROADWAY, VICE PRESDIENT – SOUTH CENTRAL NEIGHBORHOOD ASSOCIATION, VICE PRESIDENT – SOUTH CENTRAL IMPROVEMENT ALLIANCE, PRESIDENT – IMPLMENTATION COMMITTEE FOR THE SOUTH CENTRAL REVITALIZATION PROGRAM said they have been before the MAPC several times to try to improve an area of the City that has a very bad reputation--South Broadway. He said people and staff have been working very hard to come up with a plan that is working and that they have made a number of improvements in the area. He said this proposal flies in the face of the things they have stood for and

worked for. He admitted that there was a junk yard along Santa Fe and St. Francis, but asked does that mean they want more of them. He said they would like to get rid of the one that is there. He suggested that the Commission visit Auto Inn's current operation to see what it looks like and decide whether they want that type of activity in the center of Wichita. He said there is a need for impound lots and junk yards but they need to go into an industrial park or some other area where they fit in, not into an area of town that is mainly residential with a little industrial along the railroad. He also mentioned the small businesses in the area that are well kept and well run. He said those people attended the DAB and said they do not want the applicant for neighbors citing rodents, environmental problems, noise, and junk. He concluded by urging the MAPC not to okay this Conditional Use.

DAVE WEATHERSON, PRESTIGE GRAPHICS, INC. , 722 E ZIMMERLY said the large white building to the southwest is his business. He said he employs 24 people and does several million dollars worth of business a year. He said it is a local printing and graphics finishing company that has been located there for the past 28 years. He said he was present to speak on behalf of several other businesses in the vicinity surrounding the subject property including: Mr. Jerry Hughes, Owner of Docuplex Graphics, 725 East Bayley; Mr. Rick Hopper, Owner of Hopper Glass Company, 880 E. Bayley; Bill Humphrey, Owner of Humphrey Products, 719 East Zimmerly; Len Pillar, Owner of J&M O'Connor Company, 811 East Bayley; Mr. Ed Vollen, Owner of B&S Aircraft Instruments Facility, 1414 S. Mosley. He said they represent the businesses and property owners that surround the subject property; they employ 250 people; and create several million dollars in payroll. He said some of the industries in are in decline; however, all of them are dealing with an economy and neighborhood that is in decline. He said they all maintain clean, neat facilities and consider themselves an asset to the area. He said they are often tagged with graffiti, vandalized, and that streets and alley ways in the area are used as dumping grounds for unwanted trash and debris. He said they feel this use will only be a detriment to the area. He said a steady flow of wrecked, salvaged or impounded cars will only add more litter to the already deteriorating streets, and cause more congestion when the streets are already too crowded for passage as it is. He said there are no other auto wrecking/salvage yards (or however you want to classify them) in this area to his knowledge and the City of Wichita has not been seeking to place these operations within the City limits or adjacent to residential areas. He said as businessmen and property owners, they don't need the City to go against their own 2030 Functional Land Use Guide, the South Central Neighborhood Plan, City staff recommendation, and the DAB recommendation for denial of the application. He said both of the land use plans that cover the subject property do not allow for development of this type of operation in this area. He concluded by saying that allowing this use will add to the deterioration of the neighborhood and accelerate the already declining property values in this area. He asked the Commission to use their own perspective and look back in time and agree with him that these types of operations simply never get better, but continue to deteriorate and become more objectionable with time. He said this deterioration will lead to reduced property appraisals which will result in less property taxes being collected. He concluded by saying that on behalf of himself and the other concerned surrounding property owners in the area, he requested that the MAPC please deny this application.

HONTON commented that the applicant has hauled tons of trash from the site and that they are trying to fix the site up. He said they have been vandalized twice and added that this is a high crime area. He said they will be storing personal property impounded for safety purposes for the City of Wichita, Kansas Highway Patrol, Sedgwick County Sheriff's Office and Wichita Police Department on a temporary basis to be sold at auction or hauled off. He mentioned the 21st Street operation and said they are trying to upgrade, get a better facility and do a better job. He said most vehicles will be stored inside or behind concrete and that they will perform rodent control, and conduct the operation as a professional business.

HILLMAN asked how times a month they will hold auctions.

HONTON said auctions are held four times a year; the notices are posted in the newspaper; and that there is never a large crowd.

HILLAMN asked where they would park 30 cars.

HONTON said along Mosley and where employees park.

MILLER STEVENS asked how the business is currently licensed.

HONTON said they are licensed as a wrecking service by State Statutes. He said the salvage permit is issued locally in order to be a wrecking service.

FOSTER asked about the difference between limited and general repair.

LONGNECKER said limited repair means strictly mechanical and general repair allows for body work. He referred to page 2, paragraph 2 of the Staff Report, which refers to UZC, Art II, Sec II-B, 14.q. for this type of operation, which he said is a wreckage and salvage yard as defined by the UZC, and that no trickery was involved in the recommendation. He mentioned the requirements for the solid screening. He added that there are no interior side yard setbacks in LI zoning and said the surrounding buildings do provide some screening but there are gaps on the north and south sides. He said the UZC requires 6-8 foot solid fence. He also mentioned that some type of asphalt was also required as a minimum for parking.

MARNELL commented that the applicant objected to item #4, but asked since that is a requirement of the UZC, the MAPC can't waive that.

LANG said the MAPC can recommend modifications of a conditional use for City Council approval; however, they can't generally waive a code requirement, just recommend modification.

> **MOTION:** To approve staff recommendation to deny.
>
> **MILLER STEVENS** moved, **ANDERSON** seconded the motion.
>
> **SUBSTITUTE MOTION**: To approve with the conditions recommended by staff on pages 6, 7, and 8 of the Staff Report.
>
> **MARNELL** moved, **MITCHELL** seconded the motion, and it carried (7-5-1). **ANDERSON, DENNIS, FOSTER, HILLMAN, MILLER STEVENS** – No. **MCKAY** – Abstained.

DIRECTOR SCHLEGEL clarified that the action of the Planning Commission was final today unless there were appeals or protests.

MARNELL said he would like to request that the Advance Plans Committee research why these auto storage yards are considered auto salvage yards. He mentioned the previous case of wrecked vehicles stored by insurance companies, which he did not know such a business existed, but that it clearly was not a salvage yard. He said this business is extremely similar and is obviously not a salvage yard. He said he feels this was thrown into *"box # 7"* because that was as close as the code allows. He said he would like to see the UZC modified to include another definition, since this is not a one-time occurrence and this is the third case of this type within a year.

> **MOTION:** To have the Advance Plans Committee look at the definition of Salvage Yards in the Unified Zoning Code.
>
> **MARNELL** moved, **HILLMAN** seconded the motion, and it carried (12-1). **ANDERSON** – No.

MILLER STEVENS requested clarification that this was not a request to review the entire zoning code.

MARNELL clarified that he was interested mainly in the salvage yard issue; however, he said staff may come up with other issues. He said he was interested in a modifying the UZC not rewriting the entire code.

ANDERSON suggested asking staff to make a recommendation on how the issue should be handled to facilitate the matter instead of referring the issue to the Advance Plans Committee for recommendation.

CHAIRMAN DOWNING noted that historically the Advance Plans Committee has made recommendations.

SUBSTITUTE MOTION: To refer to staff for research and recommendation.

ANDERSON moved; motion died due to lack of a second.

ANDERSON commented this is why it takes so long to get things done around here.

Agenda Item No. V-1.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

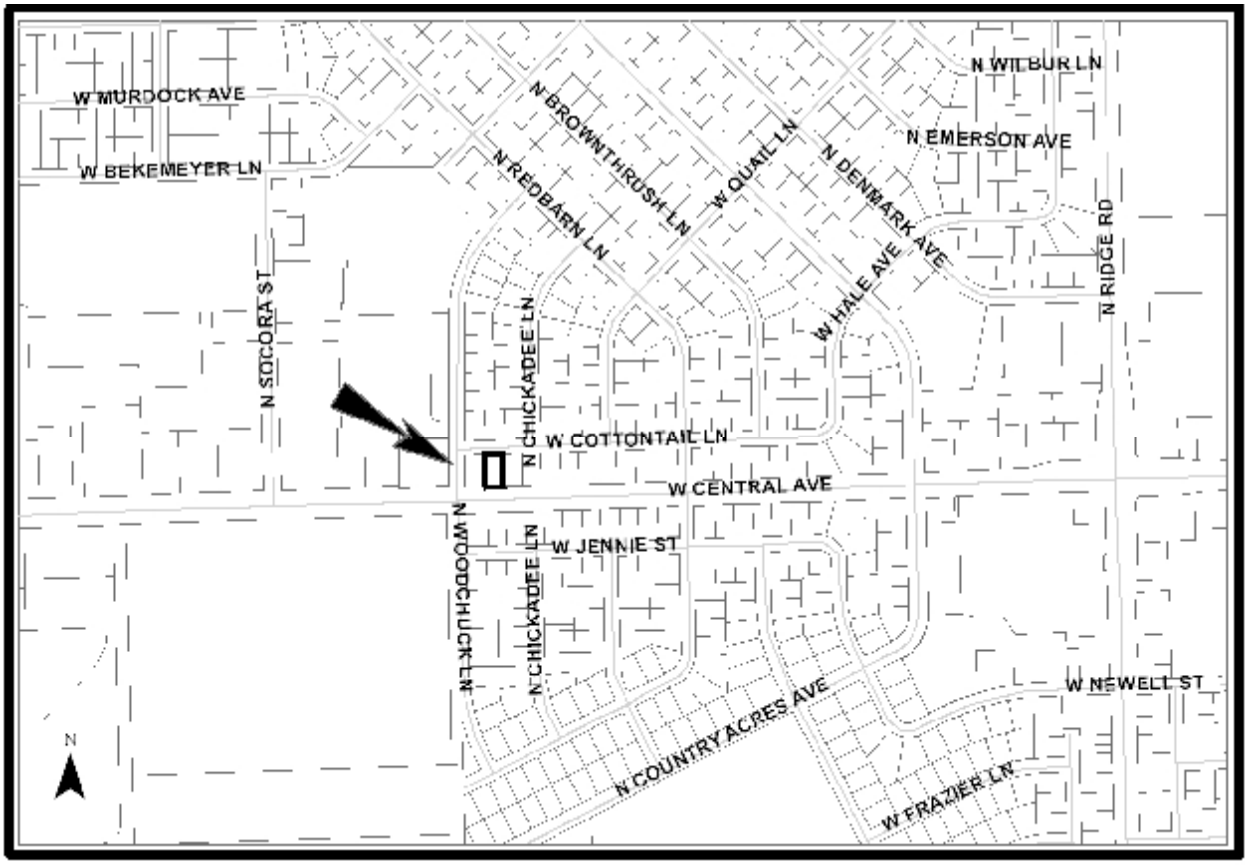
SUBJECT: ZON2009-00006 – City zone change from SF-5 Single-family Residential ("SF-5") to NO Neighborhood Office ("NO"); generally located midway between Ridge and Tyler Roads, on the north side of Central Avenue. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve, vote (13-0).

MAPD Staff Recommendation: Approve.



Background: The applicant requests a zone change from SF-5 Single-family Residential ("SF-5") to NO Neighborhood Office ("NO") on a 0.20-acre piece of property generally located midway between Ridge and Tyler Roads, on the north side of Central Avenue and east of Woodchuck Lane. The property requesting the rezone is currently developed with a single-family residence and the applicant proposes to expand his existing dental office, which is located on the adjoining property to the west.

The surrounding property to the north and east is zoned SF-5 and is occupied by single-family residences. The property to the south of Central is GO General Office ("GO") and SF-5, and is developed as a strip office center. Property adjoining the west property line of the subject site is zoned GO and is developed with a dental office. Other uses along Central to the east are predominately single-family residences and retail, restaurant and office uses to the west.

Analysis: At the MAPC meeting held March 19, 2009, the MAPC voted (13-0) to recommend approval of the request for NO zoning. There was one citizen who spoke in opposition of the case. The issues the citizen stated included increased traffic, screening of the site from her property, the effect the request may have on the pedestrian traffic in the area and the possibility of accessing the site from Central Avenue. The applicant's agent stated that the request will not increase traffic since the plan is to use the subject site for more office space and a break room for existing employees, and that the request will not impact pedestrian traffic any more than what may be occurring now. Staff stated that screening between residential and non-residential uses is required by code, and the site cannot be accessed by Central Avenue since that would be against the City's access management policy.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

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

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; or

2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. 48-316 150004

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-00006

Zone change request from SF-5 Single-family Residential ("SF-5") to NO Neighborhood Office ("NO") on property described as:

Lot 10, Block 1, Country Acres Addition to Wichita, Sedgwick County, Kansas; generally located midway between Ridge and Tyler Roads, on the north side of Central Avenue and east of Woodchuck Lane.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 28th day of April, 2009.

ATTEST:

_____ _____
Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

EXCERPT OF THE MARCH 19, 2008 MAPC HEARING

Case No.: ZON2009-06 - Dr. Antoine Wakim (owner & applicant); Kim Edgington (agent) request a City zone change from SF-5 Single-family Residential to NO Neighborhood Office on property described as:

Lot 10, Block 1, Country Acres Addition to Wichita, Sedgwick County, Kansas, generally located midway between Ridge and Tyler Roads, on the north side of Central Avenue and east of Woodchuck Lane.

BACKGROUND: The applicant requests a zone change from SF-5 Single-family Residential ("SF-5") to NO Neighborhood Office ("NO") on a 0.20-acre piece of property generally located midway between Ridge and Tyler Roads, on the north side of Central Avenue and east of Woodchuck Lane. The property requesting the rezone is currently developed with a single-family residence and the applicant proposes to expand his existing dental office, which is located on the adjoining property to the west.

The surrounding property to the north and east is zoned SF-5 and is occupied by single-family residences. The property to the south of Central is GC General Office ("GO") and SF-5, and is developed as a strip office center. Property adjoining the west property line of the subject site is zoned GO, and is developed with a dental office. Other uses along Central to the east are predominately single-family residences and retail, restaurant and office uses to the west.

CASE HISTORY: The property is platted as Lot 10, Block 1, Country Acres Addition, recorded June 21, 1955.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family Residence
SOUTH:	SF-5	Single-family Residence
EAST:	SF-5	Single-family Residence
WEST:	GO	Dental Office

PUBLIC SERVICES: Central Avenue is a six-lane principal arterial with turn lanes. The approximate 2007 annual average daily traffic was 55,000 vehicles per day. Woodchuck and Cottontail Lanes are both local, residential roads with no recorded traffic counts. All normal public services are available.

CONFORMANCE TO PLANS/POLICIES: The "Wichita Land Use Guide, as amended May 2005" of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies the requested rezoning tract as appropriate for "Urban Residential." The Comprehensive Plan objective for commercial/office use for areas outside downtown Wichita (**Objective III.B**) is to "Develop future retail/commercial areas which complement existing commercial activities provide convenient access to the public and minimize detrimental impacts to other adjacent land uses." **Strategy III.B.3** seeks to reduce the number of access points along arterial streets; implementation of this strategy is through the Access Management Policy.

Office Locational Guideline #1 indicates that office uses should generally be located adjacent to arterial streets. **Office Locational Guideline #3** indicates that local, service-oriented offices should be incorporated within or adjacent to neighborhood and community commercial developments. **Office Locational Guideline #4** indicates that low-density office use can serve as a transitional land use between residential uses and higher intensity uses.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends the zone change be APPROVED.

This recommendation is based on the following findings.

1. The zoning, uses and character of the neighborhood: The surrounding property to the north and east is zoned SF-5, and is occupied by single-family residences. The property to the south of Central is GC General Office ("GO") and SF-5, and is developed as a strip office center. Property adjoining the west property line of the subject site is zoned GO, and is developed with a dental office. Other uses located along Central to the east are predominately single-family residences and retail, restaurant and office uses to the west.

2. The suitability of the subject property for the uses to which it has been restricted: The site is currently developed with a single-family residence and is zoned SF-5. The site could remain as presently zoned, but rezoning to NO is also not unreasonable, especially since property with more intensive zoning, GO, adjoins the west property line, and other office zoned property is located across Central Avenue. The immediate area is currently developed with considerably more single-family uses than office type uses.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed NO zoning would allow for similar types of development that are already established in all directions around the subject site. NO zoning allows residential uses as well as office uses. Unified Zoning Code development standards will limit known adverse impact on surrounding residential developments.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "Wichita Land Use Guide, as amended May 2005" of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies the requested rezoning tract as appropriate for "Urban Residential." The Comprehensive Plan objective for commercial/office use for areas outside downtown Wichita (Objective III.B) is to "Develop future retail/commercial areas which complement existing commercial activities provide convenient access to the public and minimize detrimental impacts to other adjacent land uses." Strategy III.B.3 seeks to reduce the number of access points along arterial streets; implementation of this strategy is through the Access Management Policy. Office Locational Guideline #1 indicates that office uses should generally be located adjacent to arterial streets. Office Locational Guideline #3 indicates that local, service-oriented offices should be incorporated within or adjacent to neighborhood and community commercial developments. Office Locational Guideline #4 indicates that low-density office use can serve as a transitional land use between residential uses and higher intensity uses.

5. Impact of the proposed development on community facilities: Provided that drainage and traffic access standards are met, community facilities should not be impacted. Other usually provided municipal services are available.

DERRICK SLOCUM, Planning Staff presented the Staff Report.

KIM EDGINGTON, AGENT FOR THE APPLICANT said she wanted to clarify that Dr. Wakim does not plan to expand his current business operation for patients but will use the site for an employee break room, staff offices, and storage. She said the amount of business at the location shouldn't change because of this proposed use. She said they would like to put employee parking in back of the house to open up the present parking area for patients. She said the site (with the house) will remain the same; they do not want to demolish the existing structure. She said they would like to close the driveway onto Cottontail and connect with the existing parking lot on the current office site.

SERENA LUBBER, 7901 COTTONTAIL said she owned the property next to the lot to be rezoned. She said the neighbors and her are concerned about proposed changes to the property. She said the agent said the existing home will remain there with possible parking in the back and she wanted to know how that was going to work. She also asked if there was going to be some type of barrier between her property and the rezoned property. She said she is concerned about the turn in because traffic at Woodchuck and Cottontail is very congested. She said they are also worried about pedestrian traffic in the area because there is a high school, middle school and elementary school nearby and students walk to and from school in the mornings and evenings. She concluded by stating that the existing dental office has not been a good neighbor and maintained their property. She said they are concerned as to whether the additional lot will be maintained the way it should be.

FOSTER asked **MS. LUBBER** if she thought shutting off access on north Cottontail would ease the traffic problem.

LUBBER said it was possible that would be beneficial. She also suggested the possibility of turning from Central directly into the dental office, instead of turning onto Woodchuck to go to the doctor's office.

SHERMAN asked if there was a barrier between her property and the proposed rezoning site.

LUBBER said currently there was a 4-foot chain link fence.

KIM EDGINGTON said her client will be constructing a privacy fence along the east property line to provide screening from the neighbors. She said they are not proposing any driveways from Central and said she doubted that would meet "access management principals." She said drives already exist on Woodchuck and Cottontail and those will be used to provide access to this lot. She said they don't foresee that this proposal will cause any changes to pedestrian traffic in the area which should remain the same. She said there has been discussion concerning landscaping on the existing site and said they hope that by alleviating the current parking crunch, they will be able to provide better aesthetics for the entire site as a combined two parcel project.

DENNIS mentioned adding the privacy barrier to the motion.

EDGINGTON commented that when her client met with the Development Review Committee, they understood that they would have to provide some type of screening.

> **MOTION:** To approve subject to staff recommendation and complying with Unified Zoning Code requirements concerning a privacy barrier.
>
> **DENNIS** moved, **HILLMAN** seconded the motion, and it carried (13-0).

MILLER said providing a barrier to the east was a standard code requirement, and that is why it was not specified in the staff recommendation.

FOSTER asked if the motion included closing the drive out onto Cottontail.

DENNIS said he didn't see any benefit in adding that to the motion.

FOSTER said it will reduce traffic onto the residential street.

Agenda Item No. V-2.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: ZON2009-07 – City zone change from SF-5 Single-family Residential ("SF-5") to NO Neighborhood Office ("NO"); generally located west of Maize Rd. and south of 21st Street North (1903 N Maize Rd.) (District V)

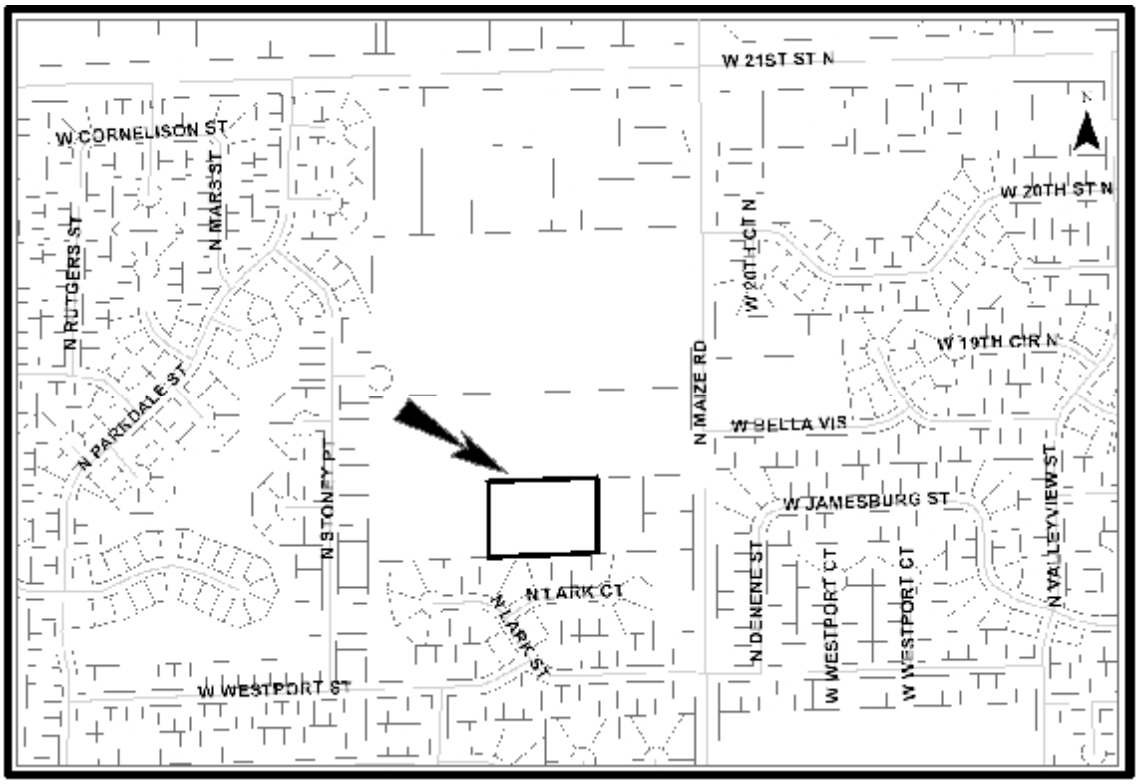
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve, subject to platting within one year, to include an ingress/egress easement, vote (13-0).

DAB V Recommendation: Approve, subject to platting within one year, to include an ingress/egress easement, vote (6-0).

MAPD Staff Recommendation: Approve, subject to platting within one year, to include an ingress/egress easement.



Background: The applicant requests NO Neighborhood Office ("NO") zoning on a 3-acre site, currently zoned SF-5 Single-family Residential ("SF-5"). The applicants state that they desire to "Rezone the property to be more compatible with the potential future use, thereby making the property more marketable." Currently, the site is developed for Kirk's Excavating with metal structures, a private dispatch tower, outdoor stockpiles of dirt and gravel, tractors and various types of trucks, trailers, and earthmoving equipment used by the excavation business. The excavation business on the site was registered as a legal nonconforming use in 2005. NO zoning would permit all uses under the current SF-5 zoning and the following uses by right: general office, medical service, general day care, general group home and automatic teller machine.

The unplatted site received a Conditional Use in 1973 (CU-156) to permit a metal storage building for agricultural and non-agricultural storage. The site sought a rezoning to PUD #21 in 2005; a component of that PUD was a wireless communication tower. The PUD was approved, subject to conditions different than those desired by the applicant; therefore, the PUD was not completed and the application voided.

North and west of the site is an SF-5 zoned church. South of the site is an SF-5 zoned residential subdivision. Immediately east of the site is an SF-5 zoned residence with a home occupation; further east, fronting Maize Rd., is an NO zoned office development. The site has access from Maize Rd. via an access easement along the south boundary of the two properties east of this site.

Analysis: At the MAPC meeting held March 19, 2009, the MAPC voted (13-0) to recommend approval of the request subject to platting within one year to include an ingress/egress easement across the property to the east, ensuring access from Maize Rd. The property owner east of this site spoke at the hearing and questioned if this request would impact the future use of his property. The citizen also indicated he would be opposed to giving up land for improved access across his property. DAB V heard this request on March 30, 2009. Since no members of the public spoke at that hearing, DAB V recommended approval subject to staff comments.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

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

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; withhold publication of the ordinance until instructed by planning staff, following the recording of a plat and access easement; or

2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. 48-317 150004

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-07

Zone change request from SF-5 Single-family Residential ("SF-5") to NO Neighborhood Office ("NO") on property described as:

The West 437.06 feet of the South 299 feet of the East 874.12 feet of the North half of the Southeast Quarter of the Northeast Quarter of Section 7, Township 27, Range 1 West of the 6th P.M., Sedgwick County, Kansas; generally located west of Maize and south of 21st Street North (1903 N Maize).

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 28th day of April, 2009.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

Approved as to form:

_____

Gary E. Rebenstorf, Director of Law

INTEROFFICE MEMORANDUM

TO: Mayor and Wichita City Council Members

FROM: Megan Buckmaster, District V Neighborhood Assistant

SUBJECT: ZON2009-0007

DATE: April 7, 2009

On Monday, March 30, 2009, the *District Advisory Board (DAB) for Council District V* considered a request for a zone change from "SF-5" Single Family residential to "NO" Neighborhood Office for future office development.

The District Advisory Board members had no concerns.

Planning staff recommended the request be APPROVED subject to platting within one year, to include an ingress/egress easement across the property to the east, ensuring access from Maize Road.

With a unanimous vote of 6-0, the District V Advisory Board approved the request per staff recommendation to move forward to council for vote.

EXCERPT OF THE MARCH 19, 2008 MAPC HEARING

Case No.: ZON2009-07 – Kirk Excavating (applicant); Yearout Associates, Inc., c/o David Yearout (agent) requests a City zone change from SF-5 Single-family Residential to NO Neighborhood Office on property described as:

The West 437.06 feet of the South 299 feet of the East 874.12 feet of the North half of the Southeast Quarter of the Northeast Quarter of Section 7, Township 27, Range 1 West of the 6th P.M., Sedgwick County, Kansas, generally located on the west side of Maize Road and about 1/3 mile south of 21st Street North (1903 North Maize Road).

BACKGROUND: The applicant requests NO Neighborhood Office ("NO") zoning on a three-acre site, currently zoned SF-5 Single-family Residential ("SF-5"). The applicants state that they desire to "Rezone the property to be more compatible with the potential future use, thereby making the property more marketable." Currently, the site is developed for Kirk's Excavating with metal structures, a private dispatch tower, outdoor stockpiles of dirt and gravel, tractors, various types of trucks, trailers, and earthmoving equipment used by the excavation business. The excavation business on the site was registered as a legal nonconforming use in 2005. NO zoning would permit all uses under the current SF-5 zoning; and the following uses by right: general office, medical service, general day care, general group home, and automatic teller machine.

North and west of the site is an SF-5 zoned church. South of the site is an SF-5 zoned residential subdivision. Immediately east of the site is an SF-5 zoned residence with a home occupation; further east, fronting Maize, is an NO zoned office development. The site has access from Maize via an access easement along the south boundary of the two properties east of this site.

CASE HISTORY: The unplatted site received a Conditional Use in 1973 (CU-156) to permit a metal storage building for agricultural and non-agricultural storage. The site sought a rezoning to PUD #21 in 2005; a component of that PUD was a wireless communication tower. The PUD was approved, subject to conditions different than those desired by the applicant, therefore the PUD was not completed and the application voided.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Church
SOUTH:	SF-5	Single–family residential
EAST:	SF-5, NO	Single-family residential, offices
WEST:	SF-5	Church athletic fields

PUBLIC SERVICES: Maize is a four-lane arterial street with a traffic count of 18,642 vehicles per day at this location. The 2030 Transportation Plan designates this portion of Maize to remain a four-lane arterial. All other normal public services are available at the site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the *Wichita-Sedgwick County Comprehensive Plan* identifies the application area as "Local Commercial," along with the two properties east of this site. The Local Commercial category includes commercial, office, and personal service uses that do not have a significant regional market draw. The office location guidelines of the Comprehensive Plan state that office uses should be located adjacent to arterial streets; that local service-oriented offices should be incorporated within or adjacent to neighborhood and community scale commercial development; and that low density office use can serve as a transitional land use between residential uses and higher intensity uses.

If zoning on the property is changed, The Unified Zoning Code (UZC) would require that any development (other than single or two-family residential) have compatibility setbacks and screening from the abutting SF-5 zoning. Also, the Landscape Code would require a landscape plan on this site if developed for non-residential use.

RECOMMENDATION: This site does not have direct access to Maize, and would require that future business traffic cross a residential property via an access easement in order to reach the application area. Any future development on this site would require the maintenance of ingress and egress rights. Also, a zone change on this site would "sandwich" the residential property to the east with non-residential zoning. The residential property owner immediately east of the application area contacted staff, and is opposed to this zone change. This zone change request would have fewer conflicting issues if the residential property to the east were included in the zone change application.

This site has a legal non-conforming use which originally existed in the County, was annexed into the City, and had urban scale uses develop around it. Neighborhood scale offices (such as the offices east of this site, fronting Maize) could be more compatible with the abutting properties than the current legal nonconforming excavation business. The zone change request is consistent with the Comprehensive Plan.

Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to platting within one year, to include an ingress/egress easement across the property to the east, ensuring access from Maize Road.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: North and west of the site is an SF-5 zoned church. South of the site is an SF-5 zoned residential subdivision. Immediately east of the site is an SF-5 zoned residence with a home occupation; further east, fronting Maize, is an NO zoned office development.

2. The suitability of the subject property for the uses to which it has been restricted: The property could be developed with single-family residences as it is currently zoned.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Rezoning and office development could negatively affect the residence east of the site with increased traffic on an access easement across the residential site.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The "2030 Wichita Functional Land Use Guide" of the *Wichita-Sedgwick County Comprehensive Plan* identifies the application area as "Local Commercial," along with the two properties east of this site. The Local Commercial category includes commercial, office, and personal service uses that do not have a significant regional market draw.

5. Impact of the proposed development on community facilities: The proposed zone change and office development would a have a marginally greater impact on community facilities than uses permitted under the current SF-5 zoning.

JESS MCNEELY, Planning Staff presented the Staff Report.

HENTZEN asked if the current operation was included in this application.

MCNEELY explained that any zone change will be subject to platting. He said Kirk Excavation can continue to operate as a legal non-conforming use regardless of the requested zone change.

HENTZEN said he was impressed with the idea of office zoning, but if the property remains as a dirt contractor, he's not real sure.

DAVE YEAROUT, YEAROUT ASSOCIATES, 1710 POST COURT, EL DORADO, KANSAS said Kirk Excavation does have the intention of relocating their operation to another site. He said they would like to get this property in condition to be marketed and they believe Neighborhood Office (NO) is consistent with zoning along Maize Road. He said they have been located at the site since the mid 1960's and added that everything around them has built up. He gave a brief background of the PUD request in 2005, and the approval of the request without the requested cell tower and other conditions which made the request untenable, so the application was scrapped. He said they have access easements dating back to 1987 in perpetuity and that the current plat shows the easements. He added that the applicant maintains the road along the easement. He commented on the historic relationship between the two properties. He said they are looking at the long-term prospective and developing the site to be compatible and consistent with zoning along Maize Road. He said this request was a step closer to making the lot compatible with the entire neighborhood and region as the west side continues to develop. He mentioned that there were other medical office buildings on Maize Road and that direct access to main arterials is not needed.

HENTZEN asked if the client would be willing to have a condition added that he be gone from the area within two years.

YEAROUT responded that the client would like to be gone as quickly as possible; however, that might depend more on the economy than anything else.

MITCHELL asked about problems with using this property with Single-family Residential zoning immediately east.

YEAROUT stated that the applicant currently has to cross his neighbor's property to get access to their lot. He commented that issues arise between neighbors over time and they did not feel it was appropriate to try to get the neighbors to the east to participate in the zone change at this time.

TERRY ROBERTS, 1905 NORTH MAIZE ROAD said he was the neighbor immediately east of Kirk Excavation. He said he did not know if he was for or against this request because he needed more information in order to make a decision. He agreed that there was an easement on his property and that the applicant maintained the road; however, he said he has had to cut down trees at great expense to himself. He said he is concerned that this proposal may take more of his land. He said as his parents' age, they would like to add onto their home and have them move in. He said he would love to see offices. He said the lack of privacy between his lot and the excavating company and trucks coming up and down the road have not been issues. He said once you get past the offices, the road is dirt. He asked if that will be paved. He admitted that they were aware of the construction company when they purchased the property; however, he said they did not foresee changing zoning to NO. He said they are happy and plan on adding on to their home. He said he does not know how this change is going to affect them when they file for permits to build and expand. He concluded by saying that his biggest concern is that he doesn't have enough information to make a good call on this proposal.

MITCHELL asked about the width of the access drive from Maize Road.

YEAROUT said the easement is 30 feet.

MITCHELL asked if 30 feet was going to be wide enough for a road back to the application area.

MILLER said a standard two-lane right-of-way is 24 feet wide or two 12 foot lanes. However, he said if there is high traffic volume, the City Traffic Engineer may seek more than 30 feet.

MITCHELL explained to **MR. ROBERTS** that the application use would dictate the size of the easement and right-of-way.

ROBERTS clarified that if the road stayed the way it was and was paved, that would not be a problem, but if they want more of his property, he would definitely have a problem with that.

MITCHELL asked **MR. ROBERTS** if he wanted to include his area with the plat.

ROBERTS said he was not following the question. He said they are a single-family dwelling and asked why they should change to NO.

MITCHELL said including the area in the plat would not change zoning, and suggested that **MR. ROBERTS** think about working with the applicant.

FOSTER asked about existing fences and screening to the south.

ROBERTS said fencing on the south side was 4-foot fencing up to 8-foot fencing.

YEAROUT said they are willing to work with the neighborhood. He said they would like to position the property to be developed as neighborhood office. He said Kirk Excavation is not interested in developing the adjacent property; that is up to those land owners. He said if the entire area is rezoned to NO, the house could continue as single-family residential. He said they are willing to work with the neighbor on the plat.

JOHNSON asked until the residential lot to the east is platted and a permit issued, how would rezoning it to NO affect the property owner's ability to add onto the house.

MILLER said he believed the residence could be registered as a non-conforming use which can expand up to 30%.

MOTION: To approve subject to staff recommendation.

JOHSNON moved, **ANDERSON** seconded the motion, and it carried (13-0).

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: SUB 2008-39 -- Plat of Ashton Creek Commercial Park Addition located on the southwest corner of 29th Street North and 119th Street West. (District V)

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 twelve lots on 32.59 acres, has recently been annexed into Wichita's City limits. A zone change (ZON 2007-68) from SF-20 Single-family Residential to MF-18 Multi-family Residential, GO General Office, LC Limited Commercial and NR Neighborhood Retail has been approved. The Ashton Creek Commercial Park Community Unit Plan (CUP2007-67/DP-309) has also been approved. A Notice of Community Unit Plan (CUP) has been submitted identifying the approved CUP and its special conditions for development on this property.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water, drainage and paving improvements. In accordance with the CUP approval, a Declaration of Cross-lot Access and Easement has been submitted to insure vehicular movement between the lots. A Grant of Joint Access Easement (Lots 2 and 4, Block A) has been submitted. A Restrictive Covenant to provide for the ownership and maintenance of the proposed reserves being platted has also been submitted.

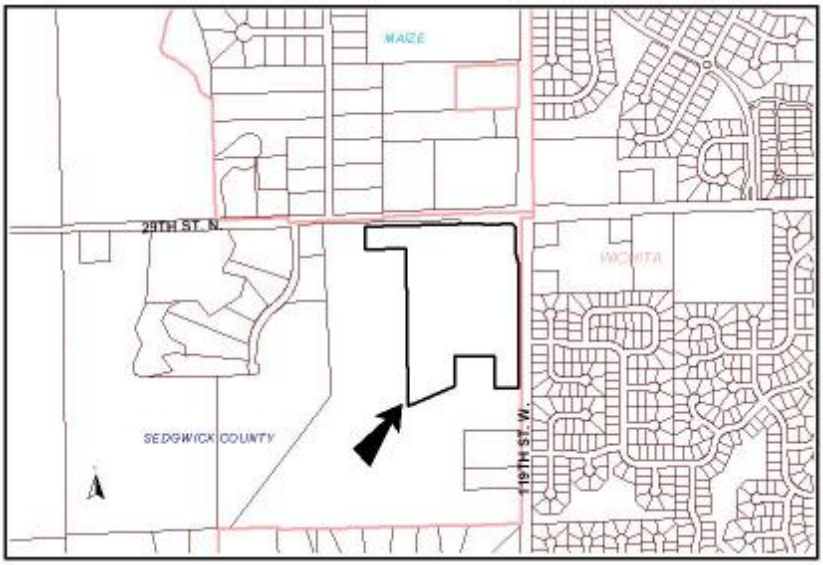
The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Community Unit Plan, Certificate of Petitions, Declaration of Cross-lot Access and Easement, Grant of Joint Access Easement and Restrictive Covenant will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinance.


MAIZE
29TH ST. N.
WICHITA
SEDGWICK COUNTY
119TH ST. W.

(OCA150004)

ORDINANCE NO. 48-318

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2007-68

Zone change from SF-20 Single-family Residential to:

MF- 18 Multi-family Residential, for property described as Lot 10, Block A;

GO General Office, for property described as Lots 1 and 12, Block A;

LC Limited Commercial, for property described as Lots 2-8, Block A;

and

NR Neighborhood Retail, for property described as Lots 9 and 11, Block A

Ashton Creek Commercial Park Addition, Wichita, Sedgwick County, Kansas.

Generally located on the southwest corner of 29th Street North and 119th Street West.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Adopted this 28th day of April 2009.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

132019

First Published in the Wichita Eagle on April 24, 2009

RESOLUTION NO. 09-111

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90431 (SOUTH OF 29TH ST. NORTH, WEST OF 119TH ST. WEST) 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 448-90431 (SOUTH OF 29TH ST. NORTH, WEST OF 119TH ST. WEST) 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 448-90431 (south of 29th St. North, west of 119th St. West).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Seventy Thousand Dollars ($70,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ASHTON CREEK COMMERCIAL PARK ADDITION
Lots 3 and 10, Block A

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: Lot 3, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 550/1000 of the total cost of the improvements; and Lot 10, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 450/1000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 21st day of April, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on April 24, 2009

RESOLUTION NO. 09-112

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 8, MAIN 3, NORTHWEST INTERCEPTOR SEWER, (SOUTH OF 29TH ST. NORTH, WEST OF 119TH ST. WEST) 468-84594 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 8, MAIN 3, NORTHWEST INTERCEPTOR SEWER, (SOUTH OF 29TH ST. NORTH, WEST OF 119TH ST. WEST) 468-84594 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 8, Main 3, Northwest Interceptor Sewer, (south of 29th St. North, west of 119th St. West) 468-84594.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Seventy-Two Thousand Dollars ($172,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2009 exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of existing sanitary sewer main, such benefit fee to be in the amount of Fifty-Nine Thousand Five Hundred Five Dollars ($59,505).

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:

ASHTON CREEK COMMERCIAL PARK ADDITION
Lots 1 through 12, Block A

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: Lot 1, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 57/1000 of the total cost of the improvements; Lots 2, 4 and 7, Block A, ASHTON

CREEK COMMERCIAL PARK ADDITION shall each pay 45/1000 of the total cost of the improvements; Lot 3, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 316/1000 of the total cost of the improvements; Lot 5, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 44/1000 of the total cost of the improvements; Lot 6, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 43/1000 of the total cost of the improvements; Lot 8, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 46/1000 of the total cost of the improvements; Lot 9, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 41/1000 of the total cost of the improvements; Lot 10, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 256/1000 of the total cost of the improvements; and Lots 11 and 12, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 31/1000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 21st day of April, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)
132019

First Published in the Wichita Eagle on April 24, 2009

RESOLUTION NO. 09-113

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER SEWER NO. 650 (SOUTH OF 29TH ST. NORTH, WEST OF 119TH ST. WEST) 468-84595 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER SEWER NO. 650 (SOUTH OF 29TH ST. NORTH, WEST OF 119TH ST. WEST) 468-84595 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Sewer No. 650 (south of 29th St. North, west of 119th St. West) 468-84595.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Five Hundred Eighteen Thousand Dollars ($518,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ASHTON CREEK COMMERCIAL PARK ADDITION
Lots 1 through 12, Block A

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: Lot 1, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 57/1000 of the total cost of the improvements; Lots 2, 4 and 7, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall each pay 45/1000 of the total cost of the improvements; Lot 3, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 316/1000 of the total cost of the

improvements; Lot 5, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 44/1000 of the total cost of the improvements; Lot 6, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 43/1000 of the total cost of the improvements; Lot 8, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 46/1000 of the total cost of the improvements; Lot 9, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 41/1000 of the total cost of the improvements; Lot 10, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 256/1000 of the total cost of the improvements; and Lots 11 and 12, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 31/1000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method 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. 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 authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. 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 21st day of April, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on April 24, 2009

RESOLUTION NO. 09-114

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING DECEL LANE IMPROVEMENTS AND LEFT TURN LANE IMPROVEMENTS IN 29TH ST. NORTH FROM THE WEST LINE OF THE PLAT, EAST TO THE EAST LINE OF THE PLAT (SOUTH OF 29TH ST. NORTH, WEST OF 119TH ST. WEST) 472-84813 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 DECEL LANE IMPROVEMENTS AND LEFT TURN LANE IMPROVEMENTS IN 29TH ST. NORTH FROM THE WEST LINE OF THE PLAT, EAST TO THE EAST LINE OF THE PLAT (SOUTH OF 29TH ST. NORTH, WEST OF 119TH ST. WEST) 472-84813 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 decel lane improvements and left turn lane improvements in 29th St. North from the west line of the plat, east to the east line of the plat (south of 29th St. North, west of 119th St. West) 472-84813.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Two Hundred Three Thousand Dollars ($203,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2009 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

<u>ASHTON CREEK COMMERCIAL PARK ADDITION</u>
Lots 1 through 12, Block A

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: Lot 1, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 57/1000 of the total cost of the improvements; Lots 2, 4 and 7, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall each pay 45/1000 of the total cost of the improvements; Lot 3, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 316/1000 of the total cost of the improvements; Lot 5, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 44/1000 of the total cost of the improvements; Lot 6, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 43/1000 of the total cost of the improvements; Lot 8, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 46/1000 of the total cost of the improvements; Lot 9, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 41/1000 of the total cost of the improvements; Lot 10, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 256/1000 of the total cost of the improvements; and Lots 11 and 12, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 31/1000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot 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 21st day of April, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on April 24, 2009

RESOLUTION NO. 09-115

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING DECEL LANE IMPROVEMENTS AND LEFT TURN LANE IMPROVEMENTS IN 119TH ST. WEST FROM THE SOUTH LINE OF 29TH ST. NORTH, SOUTH TO THE SOUTH LINE OF THE PLAT (SOUTH OF 29TH ST. NORTH, WEST OF 119TH ST. WEST) 472-84814 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 DECEL LANE IMPROVEMENTS AND LEFT TURN LANE IMPROVEMENTS IN 119TH ST. WEST FROM THE SOUTH LINE OF 29TH ST. NORTH, SOUTH TO THE SOUTH LINE OF THE PLAT (SOUTH OF 29TH ST. NORTH, WEST OF 119TH ST. WEST) 472-84814 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 decel lane improvements and left turn lane improvements in 119th St. West from the south line of 29th St. North, south to the south line of the plat (south of 29th St. North, west of 119th St. West) 472-84814.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Two Hundred Four Thousand Dollars ($204,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2009 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

<u>ASHTON CREEK COMMERCIAL PARK ADDITION</u>
Lots 1 through 12, Block A

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: Lot 1, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 57/1000 of the total cost of the improvements; Lots 2, 4 and 7, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall each pay 45/1000 of the total cost of the improvements; Lot 3, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 316/1000 of the total cost of the improvements; Lot 5, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 44/1000 of the total cost of the improvements; Lot 6, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 43/1000 of the total cost of the improvements; Lot 8, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 46/1000 of the total cost of the improvements; Lot 9, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 41/1000 of the total cost of the improvements; Lot 10, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 256/1000 of the total cost of the improvements; and Lots 11 and 12, Block A, ASHTON CREEK COMMERCIAL PARK ADDITION shall pay 31/1000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot 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 21st day of April, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, C. D. Land Company, L.L.C., a Kansas Limited Liability Company, owners of ASHTON CREEK COMMERCIAL PARK, Wichita, Sedgwick County, Kansas do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Line Improvements
3. Storm Water Sewer Improvements
4. Left Turn Lane and Decel Lane Improvements on 119th St. W.
5. Left Turn Lane and Decel Lane Improvements on 29th St. N.

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Ashton Creek Commercial Park, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 31st day of March, 2009.

C. D. Land Company, L.L.C.

By: _____
Chris Dugan, Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 31st day of March, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Chris Dugan as Manager of C. D. Land Company, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

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

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

NOTICE OF COMMUNITY UNIT PLAN
ASHTON CREEK COMMERCIAL PARK - DP-309

THIS NOTICE made this 31st day of March, 2009, by C. D. Land Company, L.L.C., a Kansas Limited Liability Company, hereinafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

ASHTON CREEK COMMERCIAL PARK
Lots 1 through 12, Block A

and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved community unit plan named Ashton Creek Commercial Park Community Unit Plan, DP-309 has placed restrictions on the use and requirements on the development of the above-described real property. The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1 through 12, Block A, ASHTON CREEK COMMERCIAL PARK, Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above.

C. D. Land Company, L.L.C.

By: _____
Chris Dugan, Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 31st day of March, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Chris Dugan as Manager of C. D. Land Company, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

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

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

DECLARATION OF CROSS LOT ACCESS AND EASEMENT

This Declaration is made as of this 31st day of March, 2009, by the undersigned.

A. The undersigned are the owners of Lots 1 through 12, Block A, ASHTON CREEK COMMERCIAL PARK, Wichita, Sedgwick County, Kansas.

B. The undersigned desires to provide for cross lot access and easements for pedestrian and vehicular traffic over and across all Lots in said ASHTON CREEK COMMERCIAL PARK.

NOW, THEREFORE, the undersigned hereby declares, establishes and grants to and for the benefit of each of their respective lots, for the convenience of the owners and employees, customers, and invitees of the owners thereof, mutual non-exclusive easements and rights-of-way for the purpose of ingress and egress of vehicular and pedestrian traffic along and across those portions of the respective parcels on said Lots to be established as driveways and sidewalks from time to time.

Said easements are for the purpose of providing ingress and egress between and for the benefit of each of the parcels on said lot, the owners thereof, their employees, customers and invitees. There shall be erected no continual fence or other barrier which would prevent or obstruct the passage of such vehicular and pedestrian traffic between said parcels; provided, however, that this Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said parcels on said Lots.

The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of said Lots, their successors and assigns.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

C. D. Land Company, L.L.C.

By: _____
Chris Dugan, Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 31st day of March, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Chris Dugan as Manager of C. D. Land Company, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

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

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

GRANT OF JOINT ACCESS EASEMENT

WHEREAS, the undersigned is the owner of the real property hereinafter described:

Lots 1 through 9, Block A
ASHTON CREEK COMMERCIAL PARK
Wichita, Sedgwick County, Kansas

and

WHEREAS, the plat of ASHTON CREEK COMMERCIAL PARK, Wichita, Sedgwick County, Kansas, has provisions for access control on 29th St. N. for Lots 2 and 4, and Lots 5 and 6, and on 119th St. W. for Lots 6 and 7, Lots 8 and 9, and Lots 11 and 12, and therefore requires mutual and joint access easement for ingress and egress purposes between Lots 2, 4, 5, 6, 7, 8, 9, 11 and 12, Block A, in said ASHTON CREEK COMMERCIAL PARK,

and,

WHEREAS it is determined that it is in the best interests of the parties and their successors and assigns that a certain common easement, as hereinafter described, be established and conveyed for the use and benefit of all the parties hereto, their successors, assigns, and licensees.

NOW, THEREFORE, be it known that the undersigned does hereby grant and convey for itself, its successors, grantees, licensees and assignees in interest, the right to use for ingress and egress the joint access easement as are hereinafter setforth.

Joint access easement between Lots 2 and 4, Block A, ASHTON CREEK COMMERCIAL PARK, for ingress and egress to 29th St. N., over and across the following real estate:

The east 15.00 feet of the north 52.00 feet of Lot 2, Block A, ASHTON CREEK COMMERCIAL PARK, Wichita, Sedgwick County, Kansas, together with the west 15.00 feet of the north 52.00 feet of Lot 4, in said Block A,

and,

Joint access easement between Lots 5 and 6, Block A, ASHTON CREEK COMMERCIAL PARK, for ingress and egress to 29th St. N., over and across the following real estate:

> The east 15.00 feet of the north 52.00 feet of Lot 5, Block A, ASHTON CREEK COMMERCIAL PARK, Wichita, Sedgwick County, Kansas, together with the west 15.00 feet of the north 52.00 feet of Lot 6, in said Block A,

and

Joint access easement between Lots 6 and 7, Block A, ASHTON CREEK COMMERCIAL PARK, for ingress and egress to 119th St. W., over and across the following real estate:

> That part of Lots 6 and 7, Block A, ASHTON CREEK COMMERCIAL PARK, Wichita, Sedgwick County, Kansas described as follows: Beginning at the most easterly corner common to said Lots 6 and 7; thence S00°00'17"W along the east line of said Lot 7, 15.01 feet to a point 15.00 feet normally distant south of the lot line common to said Lots 6 and 7; thence S88°21'01"W parallel with the lot line common to said Lots 6 and 7, 52.02 feet to a point 52.00 feet normally distant west of the east line of said Lots 6 and 7; thence N00°00'17"E parallel with the east line of said Lots 6 and 7, 15.01 feet to a point on the lot line common to said Lots 6 and 7; thence continuing N00°00'17"E parallel with the east line of said Lots 6 and 7, 15.01 feet to a point 15.00 feet normally distant north of the lot line common to said Lots 6 and 7; thence N88°21'01"E parallel with the lot line common to said Lots 6 and 7, 52.02 feet to a point on the east line of said Lot 6; thence S00°00'17"W along the east line of said Lot 6, 15.01 feet to the point of beginning,

and

Joint access easement between Lots 8 and 9, Block A, ASHTON CREEK COMMERCIAL PARK, for ingress and egress to 119th St. W., over and across the following real estate:

> The south 15.00 feet of the east 52.00 feet of Lot 8, Block A, ASHTON CREEK COMMERCIAL PARK, Wichita, Sedgwick County, Kansas, together with the north 15.00 feet of the east 52.00 feet of Lot 9 in said Block A,

and

Joint access easement between Lots 11 and 12, Block A, ASHTON CREEK COMMERCIAL PARK, for ingress and egress to 119th St. W., over and across the following real estate:

> The south 15.00 feet of the east 52.00 feet of Lot 11, Block A, ASHTON CREEK COMMERCIAL PARK, Wichita, Sedgwick County, Kansas, together with the north 15.00 feet of the east 52.00 feet of Lot 12 in said Block A.

It is agreed by and between the parties hereto that such easements shall be perpetual easements until and unless amended, revoked, or released by all of the parties in interest or their successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

It is further contracted and covenanted that such easements shall be for driveway, ingress, and egress purposes and such easements shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of such easement for the purposes herein setforth. Maintenance of said easements shall be in the mutual interests and responsibilities to all parties interest and their successors, heirs, and/or assigns.

In testimony whereof the undersigned has set their hands this 31st day of March, 2009.

C. D. Land Company, L.L.C.

By: _____
Chris Dugan, Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 31st day of March, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Chris Dugan as Manager of C. D. Land Company, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

RESTRICTIVE COVENANT

THIS DECLARATION made this 31st day of March, 2009, by C. D. Land Company, L.L.C., a Kansas Limited Liability Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

ASHTON CREEK COMMERCIAL PARK
Lots 1 through 12, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserve "A", ASHTON CREEK COMMERCIAL PARK, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A", is hereby reserved for open space, landscaping, lakes, berms, and drainage purposes.

Reserve "A" shall be owned and maintained by the Lot Owners Association for the addition.

2. That a Lot Owner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserve "A", as designated on the plat of ASHTON CREEK COMMERCIAL PARK, shall be deeded to the Lot Owner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Lot Owner's Association being formed shall provide specific pertinent language requiring that the Lot Owner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserve "A", to ASHTON CREEK COMMERCIAL PARK under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owners Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.
and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in ASHTON CREEK COMMERCIAL PARK, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in ASHTON CREEK COMMERCIAL PARK, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

C. D. Land Company, L.L.C.

By:_____
Chris Dugan, Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 31st day of March, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Chris Dugan as Manager of C. D. Land Company, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

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

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09

Agenda Item No. V-4.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: SUB 2009-14 -- Plat of Wichita Regional Fire Training Addition located on the northwest corner of 31st Street South and Oliver. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of one lot on 12.5 acres, is a replat of the Robert E. Blevins Addition and unplatted property to the west. A Conditional Use (CON 2008-68) for a Safety Service has been approved. This site is located within Wichita's city limits and is zoned SF-5 Single-family Residential and LC Limited Commercial.

Analysis: Water and sewer services are available to serve the site. The site is located within the noise impact areas of McConnell Air Force Base. An Avigational Easement and Restrictive Covenant have been submitted and is on this same agenda for approval (See Contract for Regional Fire Training Facility). The City of Wichita is the owner of this site.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: None.

Recommendations/Actions: Approve the plat and authorize the necessary signatures both as to the approval of the plat and as to the City's ownership interest.

Minutes of the regular meeting dated April 13, 2009, were read and on motion approved.

Bids were opened April 17, 2009, pursuant to advertisements published on:

PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION: Sewers, Paving and Water Mains as per specifications (Exhibit Attached).

37th Street North, Maize Road to Tyler Road & Maize Road Turn Lane Improvement Project (472-84693/472-84787/706977/766235/208443/490253) Road Closed-See Special Provisions. (District V)

APAC – Kansas, Inc.	-	$2,262,565.22

Lateral 126, Sanitary Sewer #23 to serve St. James Episcopal Church in Cossitt & Magill's Addition (north of Douglas, east of Hillside) (468-84576/744301/480990) Traffic to be maintained using flagpersons & barricades. (District II)

WB Carter Construction	-	$ 44,131.00

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

AIRPORT/ENGINEERING DIVISION: Administration Building Addition and Remodel

Defer two weeks

WATER UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION:
Tapping Sleeves

Water Products, Inc.	-	$ 20,547.20

PUBLIC WORKS DEPARTMENT/BUILDING SERVICES DIVISION: Classroom Tables and Tables Carts

Kansas Contract Design, L.C.	-	$ 22,943.40

WATER UTILITIES DEPARTMENT/PRODUCTION & PUMPING DIVISION:
Carbon Dioxide – Bulk Delivery

Lampton Welding Supply	-	$ 26,997.00*

*Estimate – Contract approved on unit cost basis; refer to attachments.

INFORMATION TECHNOLOGY/INFORMATION SERVICES:
WAN Project Network Equipment

Defer one week

PARK AND RECREATION DEPARTMENT/GOLF COURSE DIVISION:
Fertilizers, Fungicides and Herbicides*

Helena Chemical Co.	- Groups 1, 7, 16, 20, 26, 29
Van Diest Supply Co.	- Groups 2, 4, 8, 11, 12, 14, 17, 18, 22, 23, 28
Estes Inc.	- Groups 3, 19, 25
UAP Professional Products	- Groups 5, 13, 21 & 27
Lesco, Inc.	- Groups 6* & 15
	*****Group 6 Tie Bid Award by Drawing & corrected amount
Grass Pad	- Groups 9, 29
Ewing Irrigation Products	- Group 10

*Refer to attachment for Group Costs.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 21, 2009

a. Old Town Improvements, Phase 2: Masonry Sculpture Bases (Mosley, Douglas to 2nd Street) (472-84806/794066/437010) Does not affect existing traffic. (District I) - $35,000.00

b. 2009 Sanitary Sewer Rehabilitation, Phase A (north of Central, west of Hillside) (468-84569/620538/669656) Traffic to be maintained using flagpersons & barricades. (District I) - $75,000.00

Agenda Item No. XII-4a.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

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

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the petition, adopt the resolution, and establish May 5, 2009 as the date for a formal public hearing.

Background: Since 2001, the City has provided a Facade Improvement Program. It is available to properties in defined areas, including the City's core area. Representatives from Wichita High, LLC, owners of a building at 324 N. Emporia, are requesting to use the Facade Improvement Program to make exterior improvements to their building as part of a renovation project that will convert the building use to apartments.

The building was constructed in 1911 and served as Wichita's second high school. Most recently, the facility housed the Wichita Area Technical School. It is anticipated that the building will be added to the National Historical Register. After renovation, the building would provide 66 apartments, including two with ADA accessibility.

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

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

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

The **Wichita High Building** is a four story building with approximately 90,000 s.f. located at 324 N. Emporia. Owners are converting the building to 66 apartments, and are requesting the City's participation through tax rebates under the Neighborhood Revitalization Program, the facade improvement and the asbestos/lead paint removal special assessment programs, and historic preservation tax credits. Projected costs are $698,967 (increasing to $815,000 with estimated financing costs). The proposal assumes 15-year special assessment financing.

The building improvement project will require a separate special benefit district to be established. State

law requires a formal public hearing to levy assessments for each special assessment benefit district.

There are pending modifications to the City policy governing the Façade Improvement Program that are similar to modifications to the Asbestos and Lead Paint Mitigation Program being considered by the City Council on the same agenda as this item. Specifically, the modification requires the property owner in a façade improvement project to show, through a gap analysis, that the improvements would not be possible without special assessment financing, based on the owner's ability to raise private capital assuming a market-based return on investment (ROI). This modification, along with other proposed changes, will be brought to the City Council for approval within the next few weeks. The developer for the Wichita High Project did submit a gap analysis and staff has concluded that under current conditions in the financial markets, this project would not be able to proceed at this time without using this Program.

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

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

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

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

Legal Considerations: State statutes provide the City Council authority to use special assessment funding for the project. A formal public hearing is required as part of the approval process. The petition and resolution adopted today will set the maximum amount for the special assessment district and establish the date of the public hearing (May 5, 2009). The actual amount to be special assessed at the completion of construction may be less, but they may not exceed the amounts included in the petition and resolution.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution, authorize the necessary signatures, and set the public hearing for May 5, 2009.

*Attachments: Petition
Resolution

FACADE IMPROVEMENT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record (Wichita High, LLC, a Kansas limited liability company) as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 53, 55, 57, 59, 61, 63, and 65 on Emporia Avenue, J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas,

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

(a) That it is necessary and in the public interest to construct improvements to area walls on public ways or land abutting public ways consisting of facade improvements to the portion of 324 N. Emporia that abuts public ways, including St. Francis, Emporia, and 3rd Street.

(b) That the estimated and probable cost of the foregoing improvements is Eight Hundred Fifteen Thousand Dollars ($815,000).

(c) That the boundaries of the improvement district include the lots, parcels or tracts above described.

(d) That 100% percent of the total actual cost of the improvements be assessed against the improvement district.

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 stage 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.

(e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

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

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
IMPROVEMENT DISTRICT Lots 53, 55, 57, 59, 61, 63, and 65, on Emporia Avenue, all located in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas	Wichita High, LLC By _____ David Burk	

132019

First Published in the Wichita Eagle on April 24, 2009

RESOLUTION NO. 09-118

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **FACADE IMPROVEMENTS AT 324 N. EMPORIA (472-84812)** 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 CONSTRUCTING **FACADE IMPROVEMENTS AT 324 N. EMPORIA (472-84812)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Facade Improvements at 324 N. Emporia abutting public ways, including St. Francis, Emporia and 3rd Street (472-84812).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eight Hundred Fifteen Thousand Dollars ($815,000)**.

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:

J.R. Mead's Addition

Lots 53, 55, 57, 59, 61, 63, and 65 on Emporia Avenue in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas

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

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

SECTION 5. 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 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The

proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on May 5, 2009, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. 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 8. 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 21st day of April, 2009.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

FACADE IMPROVEMENT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record (Wichita High, LLC, a Kansas limited liability company) as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 53, 55, 57, 59, 61, 63, and 65 on Emporia Avenue, J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas,

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

(a) That it is necessary and in the public interest to construct improvements to area walls on public ways or land abutting public ways consisting of facade improvements to the portion of 324 N. Emporia that abuts public ways, including St. Francis, Emporia, and 3rd Street.

(b) That the estimated and probable cost of the foregoing improvements is Eight Hundred Fifteen Thousand Dollars ($815,000).

(c) That the boundaries of the improvement district include the lots, parcels or tracts above described.

(d) That 100% percent of the total actual cost of the improvements be assessed against the improvement district.

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 stage 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.

(e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

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

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
IMPROVEMENT DISTRICT Lots 53, 55, 57, 59, 61, 63, and 65, on Emporia Avenue, all located in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas	Wichita High, LLC By _____ David Burk	

Agenda Item XII-5a.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement with Cargill Inc. and Horizon Milling for Central Railroad Corridor Improvements (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: Horizon Milling is located on the southeast corner of 13th Street and the Wichita Central Corridor (WCC) project. It currently has siding tracks that provide rail service to its facilities. On March 2, 2004, the Council approved an agreement with Cargill and Horizon Milling to reconfigure the existing siding tracks with the cost paid by the Central Railroad Corridor project. The agreement also provided for the city to reimburse Horizon Milling for modifications to their facility necessitated by the WCC project.

Analysis: A part of the work is modifications to Horizon Milling plant doors and alarm system which is to be paid by the WCC project. The actual cost has exceeded the 2004 estimated cost, contemplated at the time the original agreement was prepared. A Supplemental Agreement has been prepared with the current estimate of cost.

Financial Considerations: The original estimate contained in the agreement was $77,141. The current cost is $109,630. Funding is available within the Central Railroad project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through the Central Railroad Corridor.

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

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

Attachment: Supplement Agreement.

SUPPLEMENTAL AGREEMENT NO. 1

To the

AGREEMENT DATED March 2, 2004

between

THE CITY OF WICHITA, KANSAS

Hereinafter called

"City"

and

HORIZON MILLING, LLC.

Hereinafter called

"HORIZON"

And

CARGILL, INCORPORATED

Hereinafter called

"CARGILL"

WITNESSETH:

WHEREAS, there now exists a Contract dated March 2, 2004 between the three parties covering modifications to CARGILL/HORIZON'S access from the Wichita Terminal Association railroad tracks in conjunction with improvements for the Wichita Rail Grade Separation Projects, and

WHEREAS, it is desirous of the three parties to revise the CITY's reimbursement amount to HORIZON to reflect cost increases over time for the south doors and alarm system that were beyond HORIZON'S control, and

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

Revise Article 8 to state:

8. The CITY will reimburse HORIZON for their actual cost of construction to modify their south doors (manual gate), the relocation of fencing, and alarm system in an amount not to exceed $109,630.00 per bids received by HORIZON and e-mail and phone conversations with HNTB. The CITY will provide

HORIZON with a (50% of total) mobilization payment upon execution of HORIZON'S construction contract, and additional (40% of total) payment upon contractor mobilization, and the remaining balance, not to exceed $109,630.00, at substantial completion when documentation of final costs is provided.

All other provisions of the prior agreement referenced above remain in full force and effect.

IN WITNESS WHEREOF, the CITY, HORIZON, and CARGILL have executed this SUPPLEMENTAL AGREEMENT as of this _____ day of _____, 2009.

CITY OF WICHITA

By: _____

Carl Brewer
Mayor

ATTEST:

_____
City Clerk (seal)

APPROVED AS TO FORM:

_____
Gary Rebenstorf
Director of Law

HORIZON

By: _____
Kelly McCleary

ATTEST:

_____

CARGILL

By: _____
Guy R Shoemaker

ATTEST:

_____

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: Encroachment Agreement with ConocoPhillips Pipe Line Company (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: An Agreement has been prepared to formally permit the City of Wichita to enter and construct improvements, on, over and across a pipeline easement owned and occupied by ConocoPhillips Pipe Line Company. This agreement is in conjunction with the drainage improvements for Jennie Street, from Central to 119th West. Legal description of the area follows:

> Lot 1 and Lots 7 thru 11 (inclusive), Block 12 of Westlink 19th Addition of the City of Wichita, a subdivision in the NW/4 of Section 19, Township 27 South, Range 1 West

Analysis: The Agreement allows the ConocoPhillips Pipe Line Company to be held harmless from any and all claims, demands, damages, liabilities, costs, expenses, actions and causes of action of whatsoever nature, for loss of or damage to any property arising out of resulting from the construction, presence, maintenance, use, repair or removal of the City encroachment permitted under the agreement.

Financial Considerations: No cost to the City.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing for improvements desirable to an existing development.

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

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

Attachment: Agreement.

When recorded, return to: File: RW 064481

Conoco Phillips Pipe Line Co.
PTRRC Dept. Project: PRW 29823
500 Phillips Building
Bartlesville, OK 74004

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2009, by and between **CONOCOPHILLIPS PIPE LINE COMPANY,** a Delaware corporation, ("Permittor"), as successor in interest to Phillips Pipe Line Company, whose address is 500 Phillips Building. Bartlesville, OK 74004, and **THE CITY OF WICHITA,** Kansas municipal corporation, ("Permittee"), whose address is 455 N. Main, Wichita, KS 67202.

WITNESSETH:

WHEREAS, Permittor is the current owner of two (a 12' and a 16') petroleum product pipelines and their associated pipeline easement ("easement") affecting certain land located in Sedgwick County, State of Kansas, to-wit:

Lot 1 and Lots 7 thru 11 (inclusive), Block 12 of Westlink 19th Addition to the City of Wichita, a subdivision in the NW/4 of Section 19, Township 27 South, Range 1 West; and

WHEREAS, Permittee has requested Permittor to permit Permittee to encroach into Permittor's permanent easement with the construction of certain surface drainage improvements (the "Encroachment") across said easement as necessary in Permittee's efforts to provide for improved surface drainage for the benefit of the adjacent residential home sites; and

WHEREAS, Permittor is willing to permit the Encroachment to be placed and maintained over and across its permanent right of way covered by Permittor's easement subject to the terms and conditions set forth in this Agreement:

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto mutually agree as follows:

1. The permitted Encroachment shall be installed in accordance with the following Plans and Specification provided, to-wit:

Jennie Hotspot Drainage, Sheets 1 thru 4, dated March 2009

2. Except for the Encroachment expressly permitted hereunder, Permittee shall not erect, create, construct or maintain any additional engineering works or other obstruction of any kind within Permittee's easement, and shall not cause or permit the same to be done by others.

3. **Permittee shall release, defent, indemnify, and hole Permittor, its parent company, subsidiaries, affiliates, successors and assigns, and their respective officers, directors, employees, agents and representatives, harmless from and against any and all claims, demands, damages, liabilities, costs, expenses, actions and causes of action of whatsoever nature, for loss of or damage to any property (including, but not limited to, environmental damages), or injury to or death of any persons in any way arising out of or resulting from the construction, presence, maintenance, use, repair or removal of the Encroachment permitted under this Agreement or the presence of Permittee or Permittee's guests or invitees, servants or employees, contractors or agents, or their servants and employees on, over, and across the right of way covered by the easement, regardless of how the same may occur.**

4. Permittee expressly understands and agrees that Permittor, in the exercise of its rights under the easement, and in its sole judgment, may have to cut through, remove, damage or destroy the Encroachment located within the easement, I order to perform maintenance, repair or replacement of their pipeline. Permittee hereby consents to such removal, damage and destruction of the Encroachment and releases, indemnifies and holds Permittor, its parent company, subsidiaries, affiliates, agents, contractors, subcontractors, successors and assigns, and their respective officers, directors, employees, agents, contractors and subcontractors, harmless from and against any and all claims, demands, damages, liabilities, costs, expense, actions and causes of action of whatsoever nature arising out of or resulting directly or indirectly from any such removal, damage or destruction of the Encroachment caused or occasioned by any maintenance, repair or replacement of Permittor's pipelines which is reasonable or necessary, in Permittor's sole judgment, regardless of the reason for such maintenance, repair or replacement. In the event of any removal, damage or destruction of the Encroachment, Permittor's sole responsibility shall be to fill in any trench or ditch and compact the soil.

5. Permittor shall have the right to adequately mark their pipelines with permanent line markers to insure public safety and future safe operation of said pipeline, and to meet applicable governmental regulations.

6. In addition to foregoing, Permittee shall comply with the following requirements:

a. No excavating or construction activity shall be conducted in the immediate vicinity of the pipelines without Permittor's representative, J.R. McCaffree, being contacted at (316) 838-3411, Ext 25 at least a minimum of 48 hours in advance of said activity.

b. No excavations shall be made on land adjacent to Permittor's pipelines which will in any way impair, withdraw lateral support, cause subsidence, create the accumulation of water, or cause damage to the pipelines and easement.

c. All written correspondence is to be sent to Permittor at the following addresss:

ConocoPhillips Pipe Line Company
Attn: PTRRC
500 Phillips Building
Bartlesville, OK 74004

d. Any damage to Permittor's existing pipeline markers and/or signs, test leads, vent pipes, will be replaced or repaired at the sole cost and expense to the damaging party within 15 days after the damage has occurred.

7. It is understood and agreed that, except as set forth in this Agreement, all of Permittor's rights under its easement shall remain in full force and effect.

The terms, conditions, and provisions hereof shall be a covenant running with the land and extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in duplicate as of the day and year first above written.

Approved as to form

_____
Gary Rebenstorf "PERMITTOR"

Director of Law, City of Wichita

CONOCOPHILLIPS PIPE LINE COMPANY

a Delaware corporation

BY: _____

Kevin C. Startz
Attorney-in-Fact

"PERMITTEE"

THE CITY OF WICHITA
a Kansas municipal corporation

By: _____

Name: _____

Title: Mayor

ATTEST:

_____

Name: _____

Title: City Clerk

STATE OF OKLAHOMA)
) SS:
COUNTY OF WASHINGTON)

Be it remembered that on this _____ day of _____, 2009, before me, personally appeared Kevin C. Startz, Attorney-in-Fact of **CONOCOPHILLIPS PIPE LINE COMPANY**, a Delaware corporation, who is personally known to me to be the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

In witness whereof, I have hereunto set my hand and fixed my seal the date and year above written.

_____

Notary Public

My Commission Expires:

_____

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

Be it remembered that on this _____ day of _____, 2009, before me, personally appeared _____, Mayor of **THE CITY OF WICHITA,** a Kansas municipal corporation, who is personally known to me to be the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said Kansas municipal corporation.

In witness whereof, I have hereunto set my hand and fixed my seal the date and year above written.

_____

Notary Public

My Commission Expires:

_____

Agenda Item No. XII-6a.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: Design Services for West Douglas Park (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the design contract.

Background: On October 21, 2008 the City Council approved the reallocation of funding for the West Douglas Park Shelter and Restroom facility updates and irrigation in the amount of $450,000 of which $175,000 will be funded through Community Development Block Grant (CDBG) funding and the remaining is from General Obligation (GO) bonds. The park's planned improvements include demolition of the existing open shelter and restroom; construction of a new open shelter with lighting; a new restroom facility and planned irrigation and drainage improvements at the baseball/softball field.

The Park Department issued a Request for Proposal (RFP) and a Staff Screening & Selection Committee (SSSC) and conducted interviews on March 12, 2009 for the final presentation on design services for the restroom and shelter facility at this park location.

Analysis: The need to develop a design with completed plans and specifications for a new restroom and shelter facility for this neighborhood park were the next steps in the process. The SSSC interviewed three firms and have selected Spangenberg Phillips Architecture based on the firm's price, experience and park design services provided on other local projects. Staff is negotiating a contract not to exceed $25,000 for design services and construction/observation services.

Financial Considerations: Funding for the design fees for this project is provided by 2008 Park and Recreation Capital Improvement Project Funds in the amount of $450,000 of which $275,000 will be funded from Community Development Block Grants (CDBG) and the remaining is General Obligation (GO) funds.

Goal Impact: The initiation of this project will greatly enhance the Quality of Life for citizens of Wichita and neighborhood citizens by increasing the recreational opportunities and activities for them to participate in.

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

Recommendation/Action: It is recommended that the City Council 1) authorize the hiring of design consultants; and 2) authorize all necessary signatures.

Attachment: Design Contract.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

SPANGENBERG PHILLIPS ARCHITECTURE.

for

West Douglas Park
Design and Construction Observation Services

THIS AGREEMENT, made this 21st day of April, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and SPANGENBERG PHILLPS ARCHITECTURE, party of the second part, hereinafter called the "ARCHITECT". WITNESSETH: That

WHEREAS, the CITY intends to construct;

West Douglas Park Improvements for the Open Shelter and Restroom Facility

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

SCOPE OF SERVICES (Exhibit A)

The ARCHITECT shall provide Architectural, Landscape Architectural, and Civil Engineering Professional Services related to design and observation services required for the development of improvements for the Open Shelter and Restroom Facility Project in West Douglas Park.

PROJECT: The project includes the removal and renovation of an existing restroom and outdoor shelter facility. The contract will cover both design and oversight of construction activities that include a new park outdoor shelter and restroom facility that will replace the existing structures and address any landscaping and drainage issues that will be constructed at West Douglas Park.

ARCHITECT further agrees that all the design work under this contract shall begin as soon as the City Council has approved a contract and that the design work be completed no later than July 31, 2009, once the City Council has approved the contract for services.

The **CONTRACTOR** shall provide a design that will include an Outdoor Shelter Facility that has at least a 60-person capacity and a restroom facility that is maintenance friendly and contain an element of art. The restroom design will need to be energy efficient with no glass used in any fixtures. Lenses, globes and all clear or opaque covering to be polycarbonate or plastic material with maximum vandal resistance qualities. Other energy efficiency features or products will be included in the design, such as natural usage of daylight, motion light sensors, graffiti resistant materials and equipment.

The design will also include:

- Design will include a colored rendering or computer generated presentation of the final design.
- Design of new shelter and restroom facilities will be accessible and will meet and/or exceed the requirements of the Americans with Disabilities Act (ADA).
- Design will include on-site services by the company for construction progress and restroom start up.
- Design will be presented to and have approvals from City staff, Design Council, District Advisory Boards, and other boards and meetings as requested by City staff. The project should be presented when the design has been perfected to the point where all design factors have been decided and tentatively approved. The firm should plan on a minimum of six formal meeting presentations.
- Design will include surveys and topography – Provide engineering and technical personnel and equipment to obtain site information as required for design. Utility companies shall be requested to flag or otherwise locate their services within the project limits before the field survey of other site identification work is performed. Utility information shall be clearly noted and identified on the site survey.
- Final plans, field notes and other pertinent project mapping records will be provided to the City via CD's or other media acceptable to the City. The files are to be Auto CAD drawing files of the final plans. Electronic files of the drawings will also be provided in Microsoft Word or Adobe Acrobat format.
- Cost estimates of the probable cost of the design and construction of these facilities will be prepared by the firm.

II. IN ADDITION, THE ARCHITECT 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 ARCHITECT, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ARCHITECT and, where relevant to method of payment, to make such material available to the 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 ARCHITECT within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ARCHITECT 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 ARCHITECT.

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 ARCHITECT under this agreement. ARCHITECT further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ARCHITECT, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ARCHITECT shall procure and maintain such insurance as will protect the ARCHITECT from damages resulting from the negligent acts of the ARCHITECT, its 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 ARCHITECT that shall be written in a comprehensive form and shall protect ARCHITECT against all claims arising from injuries to persons (other than ARCHITECT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ARCHITECT, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ARCHITECT 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT. Confidential materials so furnished will be kept confidential by the ARCHITECT.

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

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

D. To provide the right-of-entry for ARCHITECT'S personnel in performing field surveys and 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 ARCHITECT, 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 ARCHITECT of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ARCHITECT for any changes exceeding one week in length of time.

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

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

IV. PAYMENT PROVISIONS

A. Payment to the ARCHITECT for the performance of the professional observation services required by this agreement shall be made on the basis of the lump sum payment plus partials made on the basis of the lump sum fee amount of **$23,400** of which $19,900 is for design services and $3,500 is for construction administration and observation services.

During the progress of work covered by this agreement, partial payments may be made to the ARCHITECT at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the City's Landscape Architect which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work. Billings submitted during the progress of the work will be paid on the basis of satisfactory completion of major project tasks.

B. When requested by the CITY, the ARCHITECT 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. Additional material testing, additional 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 ARCHITECT 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 ARCHITECT'S inability to proceed with the work, or because the services of the ARCHITECT are unsatisfactory; PROVIDED, however, that in any case the ARCHITECT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ARCHITECT'S actual costs plus a fee for profit based upon a fixed percentage of the ARCHITECT'S actual costs.

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 ARCHITECT'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 ARCHITECT 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 ARCHITECT 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 ARCHITECT shall request extensions, in writing, giving the reasons therefore.

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

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

G. The rights and remedies of the 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 ARCHITECT have executed this agreement as of the date first written above.

City of Wichita

_____

Carl G. Brewer, Mayor

SEAL:

ATTEST:

_____

Karen Sublett, City Clerk

Approved as to Form:

_____

Gary Rebenstorf, Director of Law

SPANGENBERG PHILLIPS ARCHITECTURE

_____

Name & Title

Exhibit B

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

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: Change Order: 2009 Street Maintenance Program (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On January 27, 2009, the City Council approved a construction contract with Barkley Construction Co. for concrete street repairs at various locations. After the project was let, Storm Water Utility funds were used to install a storm sewer to intercept groundwater that was leaking through pavement joints on Hillside, north of 21st, using Barkley Construction Company for the pavement replacement.

Analysis: A Change Order has been prepared for the cost of the additional paving.

Financial Considerations: The cost of the Change Order is $38,632. The funding source is the Storm Water Utility. The original contract amount is $499,800. This Change Order represents 7.73% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing ongoing street maintenance.

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

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

Attachments: Change Order.

PUBLIC WORKS-ENGINEERING

March 13, 2009

CHANGE ORDER

To: Barkley Construction Co.

Project: 2009 Contract Maintenance
Concrete Prep Work, Ph 1

Change Order No.: 1
Purchase Order No.: 930116
CHARGE TO OCA No.: 660536

Project No.: 472-84785
OCA No.: 132722/620535/133116
PPN: N/A

Please perform the following extra work at a cost not to exceed $38,632.00

Remedy for Emergency Repair on 23rd St and N. Hillside due to problem with the groundwater.

Add-on: Charged to OCA #660536

Traffic Control	1	ls	@	$750.00	=	$750.00
Geo-grid Fabric Reinforcement	3700	sf	@	$0.36	=	$1132.00
¾" Dolese Rock	180	tn	@	$60.00	=	$10,800.00
8" Reinf. Concr. Pvmt.	400	sy	@	$55.00	=	$22,000.00
Modified Curb	250	lf	@	$15.00	=	$3,750.00

CIP Budget Amount: $500,000.00 (132722)
$3,000.00 (620535); $3,000.00 (133116)
$39,000.00 (660536)

Consultant: Staff
Exp. & Encum. To Date: $39,000.00 (660536)
CO Amount: $38,632.00
Unencum. Bal. After CO: $368.00 (660536)

Original Contract Amt.: $499,800.00

CO Amt.: $38,632.00
Amt. of Previous CO's: $0.00
Total of All CO's: $38,632.00
% of Orig. Contract / 25% Max.: 7.73%
Adjusted Contract Amt.: $538,432.00

Recommended By:

Greg Baalman, P.E. Date
Construction Engineer

Approved:

Jim Armour, P.E. Date
City Engineer

Approved:

Contractor Date

Approved:

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

Gary Rebenstorf Date
Director of Law

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:_____
City Clerk

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: Change Order: Sanitary Sewer Main to serve Edgewater Addition (south of 45th St. North, west of Hoover) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On August 8, 2008, the City Council approved a contract with Wildcat Construction Co. to construct a sanitary sewer main in an area south of 45th St. North, west of Hoover. Due to the high water table in the area, the manholes are subject to groundwater infiltration. A new wrapping material has become available that will seal the joints. It is proposed that the new material be incorporated into the project as a trial procedure for possible use on other projects in the future.

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 $15,515 with the total paid by the Sanitary Sewer Utility. The original contract amount is $1,866,071. This Change Order plus a previous Change Order represents 2.13% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by extending a sanitary sewer main required for new development in northwest Wichita.

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

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

Attachments: Change Order

PUBLIC WORKS-ENGINEERING

March 10, 2009

CHANGE ORDER

To: Wildcat Construction
Change Order No.: 2
Purchase Order No.: 800930
CHARGE TO OCA No.: 744262

Project: Main 24, Edgewater Addition
Project No.: 468-84364
OCA No.: 744262
PPN: 480951

Please perform the following extra work at a cost not to exceed $15,515.00

Future City Specifications will require that all manhole joints installed below the groundwater table be wrapped to prevent infiltration into the sewer system through these joints. As a trial procedure the contractor installed wraps from three different manufacturers'; Infi-shield, Cretex, and Riser Wrap. The results of this trial procedure will be given to the City's Material Review Board for possible acceptance for use on City of Wichita projects. Please see attached.

CIP Budget Amount: $2,200,000.00	**Original Contract Amt.: $1,866,071.00**
Consultant: Baughman	**Current CO Amt.: $15,515.00**
Total Exp. & Encum. To Date: $2,064,410.09	**Amt. of Previous CO's: $24,307.00**
CO Amount: $15,515.00	**Total of All CO's: $39,822.00**
Unencum. Bal. After CO: $120,074.91	**% of Orig. Contract / 25% Max.: 2.13%**
	Adjusted Contract Amt.: $1,905,893.00

Recommended By:

Greg Ballman — Date
Construction Engineer

Approved:

Jim Armour, P.E. — Date
City Engineer

Approved:

Contractor — Date

Approved:

Chris Carrier, P.E. — Date
Director of Public Works

Approved as to Form:

Gary Rebenstorf — Date
Director of Law

By Order of the City Council:

Carl Brewer — Date
Mayor

Attest:_____
City Clerk

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: Change Order: Central/Tyler Intersection Improvement (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On July 22, 2008, the City Council approved a construction contract with Cornejo & Sons, Inc. to improve the intersection of Central and Tyler. After the work began, it was determined that the condition of Tyler south of the south limit of the project is worse than expected and should be improved to near Wilbur Middle School.

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 $70,284 with the total paid by City General Obligation bonds. The original contract amount is $2,463,236. This Change Order represents 2.85% 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.

PUBLIC WORKS-ENGINEERING

February 19, 2009

CHANGE ORDER

To: Cornjeo & Sons

Project: Central & Tyler Intersection

Change Order No.: 1
Purchase Order No.: 800887
CHARGE TO OCA No.: 706974 $95,183.68
636206 ($24,899.92)

Project No.: 472-84655 (87N-0378-01)
OCA No.: 706974/636206
PPN: 208440/778596

Please perform the following extra work at a cost not to exceed <u>$70,283.76</u>

The outside northbound lane of Tyler from station 36+60.56, Rt. to station 45+54.17, Rt. is to be reconstructed due to storm sewer installation. With the new curb grades, the cross slope on this lane will be 6% or higher. The remaining full width of Tyler will be milled and overlaid to achieve a more desirable cross slope with an overall better ride and appearance. Outfall footing was damaged due to an unmarked 6" water valve break upstream. Install rip-rap at upstream and downstream of outfall structure. 48" Storm Sewer was relocated to the center of Tyler Rd. due to conflict with ATT vault. Conflict between ATT Duct and SWS 24" pipe at station 47+30.02 resulted in the use of smaller diameter (18") pipe. Please see attached.

Budget Amount: $3,000,000.00 (706974) **$ 85,600.00 (636206)**	**Original Contract Amt.: $2,463,235.96**
Consultant: Baughman **Total Exp. &Encum. To Date: $2,581,343.07 (706974)** **$ 75,871.06 (636206)**	**Current CO Amt.: $70,283.76** **Amt. of Previous CO's: $0.00** **Total of All CO's: $70,283.76** **% of Orig. Contract / 25% Max.: 2.85%**
CO Amount: $70,283.76 **Unencumbered Bal. After CO: $323,473.25 (706974)** **$ 34,628.86 (636206)**	**Adjusted Contract Amt.: $2,533,519.72**

Greg Baalman, P.E. Date
Construction Engineer

Jim Armour, P.E. Date
City Engineer

Approved:

Contractor Date

Approved:

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

Gary Rebenstorf Date
Director of Law

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:_____
City Clerk

Agenda Item No. XII-10.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: Amendment of Contract for Labor Negotiation Consultant Legal Services

INITIATED BY: Department of Law/Human Resources

AGENDA: Consent

Recommendation: Approve the contract amendment for the City's Labor Negotiation Consultant

Background: In 2006 the City entered into a contract with McAnany, VanCleave and Phillips law firm to serve as the City's Labor Negotiation Consultant. The City of Wichita employs approximately 3,300 employees and has 5 union contracts, with four labor organizations: IAFF, FOP, SEIU and Teamsters. The City will meet and confer in 2009 with the Fraternal Order of Police and International Association of Firefighters Unions, and SEIU and Airport Teamsters for future year or years labor contracts. A consultant familiar with public sector negotiations and issues will be of assistance to the City with such negotiations.

Analysis: The City relies upon qualified legal counsel to provide professional consultation and legal services in connection with union negotiations. The firm acts as a consultant and advisor on an as needed basis and provide professional consulting services to the City as required and requested to accomplish the negotiation of union contracts, and is presently representing the City in a labor-related lawsuit in federal court. Based on the high quality service provided by the firm and the continuing nature of union negotiations it is recommended that the firm be retained to the completion of all the negotiations.

Financial Considerations: The contract amendment is for an amount of $60,000, which is coming from appropriated revenues. The hourly rate and expense items for the legal and consultation services are the same as the original contract.

Legal Considerations: The Department of Law drafted the Amendment to the Agreement for Professional Services for the City's Labor Negotiation Consultant and approved it as to form.
Goal Impact: Provide a Safe and Secure Community.

Recommendation/Action: Approve the amendment to the contract and authorize the Mayor to sign.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

by and Between

THE CITY OF WICHITA, KANSAS

and
ATTORNEYS
McANANY, VAN CLEAVE & PHILIPS

THIS AGREEMENT made and entered into on this ____ day of _____ , 2009, is an amendment to the Agreement originally executed in July 11, 2006, hereinafter (the "July 2006 Agreement"), and amended in February 13, 2007, by and between the City of Wichita, Kansas (hereinafter the "City") and McAnany, Van Cleave & Phillips (hereinafter the "Attorneys").

WITNESSETH:

WHEREAS, pursuant to the July 2006 Agreement, the Attorneys were retained by the City to provide legal services in connection with 2006 negotiations and matters related to labor relations;

WHEREAS, the initial amount authorized as compensation for the Attorneys was in the July 2006 agreement and subsequent amendments provided for a total sum not exceed $75,000; and

WHEREAS, it has become necessary to amend the July 2006 Agreement to permit additional expenditures up to $20,000,

and

WHEREAS, it has become necessary to amend the February 13, 2007 amendment to permit additional expenditures up to $60,000 for negotiations and matters related to labor relations commencing in 2009,

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Paragraph 7 of the July 2006 Agreement, as amended by the February 13, 2007 amendment is hereby modified and amended to read as follows:

In no event shall the total compensation, including fees and expenses, pursuant to this Agreement exceed the sum of One Hundred Fifty-Five Thousand Dollars ($155,000), unless specifically authorized by the City Council of the City of Wichita, Kansas.

2. In all other respects, the terms and provisions of the July 2006 Agreement and February 13, 2007 amendment, as amended, between the parties hereto shall remain in force and effect as the same were originally approved by the parties in the July 2006 Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE CITY OF WICHITA

By _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

By _____
McAnany, Van Cleave & Phillips

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: FDA Voluntary Retail Food Program Standards Grant Application

INITIATED BY: Environmental Services Department

AGENDA: Consent

Recommendation: Approve grant application.

Background: As part of continuing program improvement initiatives, the Environmental Services Food Protection Section recently enrolled in the FDA Voluntary National Retail Food Program Standards program. The US Food and Drug Administration (FDA) is offering grant funds of up to $2,500 that can be used to further the Food Protection Section's efforts toward complying with the FDA's Voluntary Program Standards. If awarded, these funds will be used to complete a program assessment. The grant money will also cover travel and expenses for the Food Program Supervisor to attend an FDA training course relative the National Standards in Phoenix, Arizona, July 15-17, 2009.

The deadline for submittal of the grant application to the FDA was April 6, 2009. On April 3, 2009, the City Manager approved advanced submittal of the grant application prior to City Council approval as allowed by AR 2.4 where delay would disqualify the grant.

Analysis: The FDA Voluntary National Retail Food Program Standards serve as a guide for food safety regulatory programs, enhance industry and consumer confidence in the regulatory program, enhance uniformity within and between regulatory agencies and provide a means of recognition at both the state and federal levels for food safety programs that meet these national standards. This grant would be used to further the City of Wichita Food Protection Section's efforts toward complying with the FDA's Voluntary Program Standards.

Financial Considerations: The maximum amount of funds available to the city will be $2,500 depending on the number of applications received by the FDA. This grant is only open to jurisdictions participating in the FDA Voluntary Program. There is no additional monetary cost to the city associated with implementing the voluntary standards program, and no financial match is required in order to implement and complete the grant.

Goal Impact: The grant supports the goals for Safe and Secure Communities and Quality of Life.

Legal Considerations: The grant agreement will be reviewed by the Department of Law upon receipt for approval as to form.

Recommendations/Actions: It is recommended that the City Council approve the grant application and authorize any necessary signatures.

Attachments: Grant application which was submitted to the FDA on April 6, 2009.

APPLICATION FOR VOLUNTARY RETAIL FOOD REGULATORY PROGRAM STANDARDS GRANT

DUE BY APRIL 6, 2009

1. Name and Address of Jurisdiction as it should appear on a Purchase Order: City of Wichita, Department of Environmental Services 1900 E. 9th Wichita, KS 67214
2. Name and Title of the official who will sign the Purchase Order and be Responsible for delivery of the Summary Report: Laura Quick
3. Mailing Address for Responsible Official if different from 1. above:
4. **Number of Inspectors conducting Restaurant and/or Retail Food Inspections in your jurisdiction:** 7 + 1 supervisor
5. **Number of restaurants and/or retail establishments that your jurisdiction is responsible for inspecting:** 1,990
6. If already enrolled in the Standards, what date did you enroll? 11/25/2008 or shortly thereafter
7. Have you conducted a Self-assessment? No (Standard 1 only) **If so, what was the date of your Self-assessment:**
8. Have you had an Audit completed of the Standards you met? No **If so, what was the date of your Audit?**
9. How many of the Standards have you met? One (Standard #1)

10. How do you propose to justify the money? (Please be specific. See the cover memo for potential uses, but you may justify other uses that will advance your jurisdiction in program improvement.)

The City of Wichita Food Protection Program proposes to use Program Standards grant money for two projects:

1. Completing a self-assessment of Standards 2-9, and verifying status of Standard 1 since food inspection oversight was transferred to Kansas Department of Agriculture in 2008

2. Sending Food Protection supervisor to FD207 Plan Review training course in Phoenix, Arizona July 15-17, 2009. The supervisor is responsible for reviewing all restaurant plans for Wichita and Sedgwick County, Kansas. This training will help meet Standard #2, Trained Regulatory Staff.

Submit electronically to: Cassandra.Davis@fda.hhs.gov

Agenda Item No. XII-12.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: KDOT Project Applications Approval (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Project Applications.

Background: Kansas Department of Transportation Officials have advised that the City must submit Request for Construction Project Application (Form 1302) for any projects that may be considered for Federal Highway Administration Funding.

Analysis: The proposed projects are in the 2007-2016 Capital Improvement Program (CIP), are proposed for funding under the American Reinvestment and Recovery Act of 2009 (ARRA), or are proposed for consideration in the 2009-2018 Capital Improvement Program (CIP).

K-96 & Greenwich-**ARRA**
K-96 & Hoover –**ARRA**
Broadway, Central – 12th-**maintenance**
Harry, Greenwich – 127th St. East-**CIP**
Washington, 1st – Central-**maintenance**
Hillside, 9th – 12th-**maintenance**
2009 Biennial Bridge Inspection-**CIP**
Hydraulic, Harry – Kellogg-**CIP (unfunded)**
Maize, Pawnee – Kellogg-**CIP**
13th, Maize – Tyler-**maintenance**
Tyler, 29th St. North – 37th St. North-**CIP**
Woodlawn, Harry – Lincoln-**maintenance**
Broadway Bridge at 34th St. South-**09-16 CIP**
Floodway Bridge-**CIP**

Financial Considerations: Approval of construction funding for these projects will be returned to the City Council at a future date.

Goal Impact: These projects address the Efficient Infrastructure goal by improving traffic flow on major transportation corridors in the community.

Legal Considerations: None.

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

Attachment: Applications.

Print Form

KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, **With Map**

City Wichita

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

WHEREAS: The Secretary's agency for the City of Wichita will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a All on Route Number All located:
2009 Biennial Bridge inspection in the City of Wichita

Total Project Length _____ (Km) _____ (Mi) Est. Let Date May 1, 2009

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$ 0
Surfacing (Type)		$ 0
Bridges (Number)		$ 0
Seeding		$ 0
Other	PE	$ 80,000
ESTIMATED Total for Project		$ 80,000

Surveys and plans will be prepared by: Not Required

BE IT FURTHER RESOLVED: That sufficient funds of 20000 City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year ____, at _____, Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____ County/City Engineer or Administrator

_____ Chairperson/Mayor

_____ Member

ATTEST:

_____ County/City Clerk

_____ Member

[1302-1.wk1]

(Sheet 1 of 3)

DOT Form 1302 (Rev. 3/00)

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: Yes

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 22,300 Year Estimated Future AADT 48,500 Year 2030

Existing Facilities:

Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness	Curb & Gutter	Storm Sewer
(M) 0.00 (Ft)	Bituminous	(M) 0.00 (Ft)	NA	NA		

Proposed Facilities:

Roadbed Width	Surface Type	Surface Width	Surfacing By:	Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer
(M) 0.00 (Ft)		(M) 0.00 (Ft)				

Existing Bridges:

NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway	Safe Load	Suff. Rating	Rating Year	Posted
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:

Structure Type	Over-all Length	Clear Roadway
	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:

Company Name	No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection

Comments:

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

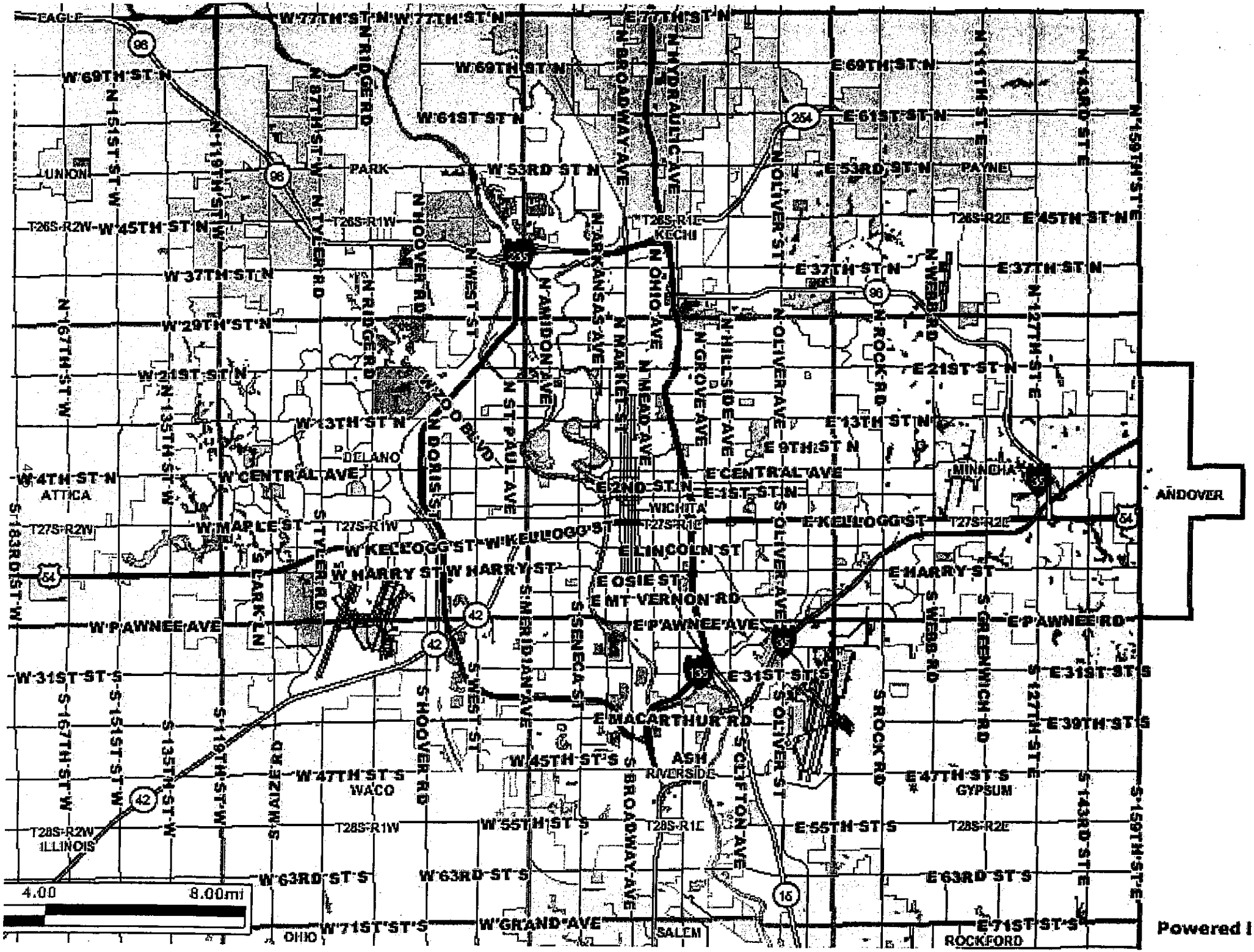
Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$ 80,000
Rights of Way		$ 0
Utility Adjustments		$ 0
Other		$ 0
ESTIMATED Total for Project		$ 80,000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ANDOVER
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N HOOVER RD
N WEST ST
N BROADWAY AVE
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N ARKANSAS AVE
N MARKET ST
N OHIO AVE
N HILLSIDE AVE
N GROVE AVE
N OLIVER ST
N OLIVER AVE
N WEBB RD
N ROCK RD
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N 159TH ST E
N 127TH ST E
N 135TH ST W
S 183RD ST W
S LARK LN
S TYLER RD
S HOOVER RD
S WEST ST
S MERIDIAN AVE
S SENECA ST
S BROADWAY AVE
S CLIFTON AVE
S OLIVER ST
S ROCK RD
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S WAIZMAN RD
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Print Form

KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, **With Map**

City Wichita

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

WHEREAS: The Secretary's agency for the City of Wichita will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Freeway on Route Number K96 located: K96 & Greenwich Rd

Total Project Length _____ (Km) .9 (Mi) Est. Let Date December 4, 2009

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$ 0
Surfacing (Type)		$ 0
Bridges (Number)		$ 0
Seeding		$ 0
Other	PE	$ 700,000
ESTIMATED Total for Project		$ 700,000

Surveys and plans will be prepared by: City of Wichita

BE IT FURTHER RESOLVED: That sufficient funds of 0 City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year ____, at _____, Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____ County/City Engineer or Administrator

_____ Chairperson/Mayor

_____ Member

ATTEST:

_____ County/City Clerk

_____ Member

[1302-1.wk1]

(Sheet 1 of 3)

DOT Form 1302 (Rev. 3/00)

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: Yes

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 22,300 Year Estimated Future AADT 48,500 Year 2030

Existing Facilities:

Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness	Curb & Gutter	Storm Sewer
(M) 0.00 (Ft)	Bituminous	(M) 0.00 (Ft)	NA	NA	No	No

Proposed Facilities:

Roadbed Width	Surface Type	Surface Width	Surfacing By:	Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer
(M) 0.00 (Ft)		(M) 0.00 (Ft)				

Existing Bridges:

NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway	Safe Load	Suff. Rating	Rating Year	Posted
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:

Structure Type	Over-all Length	Clear Roadway
	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:

Company Name	No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection

Comments:

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

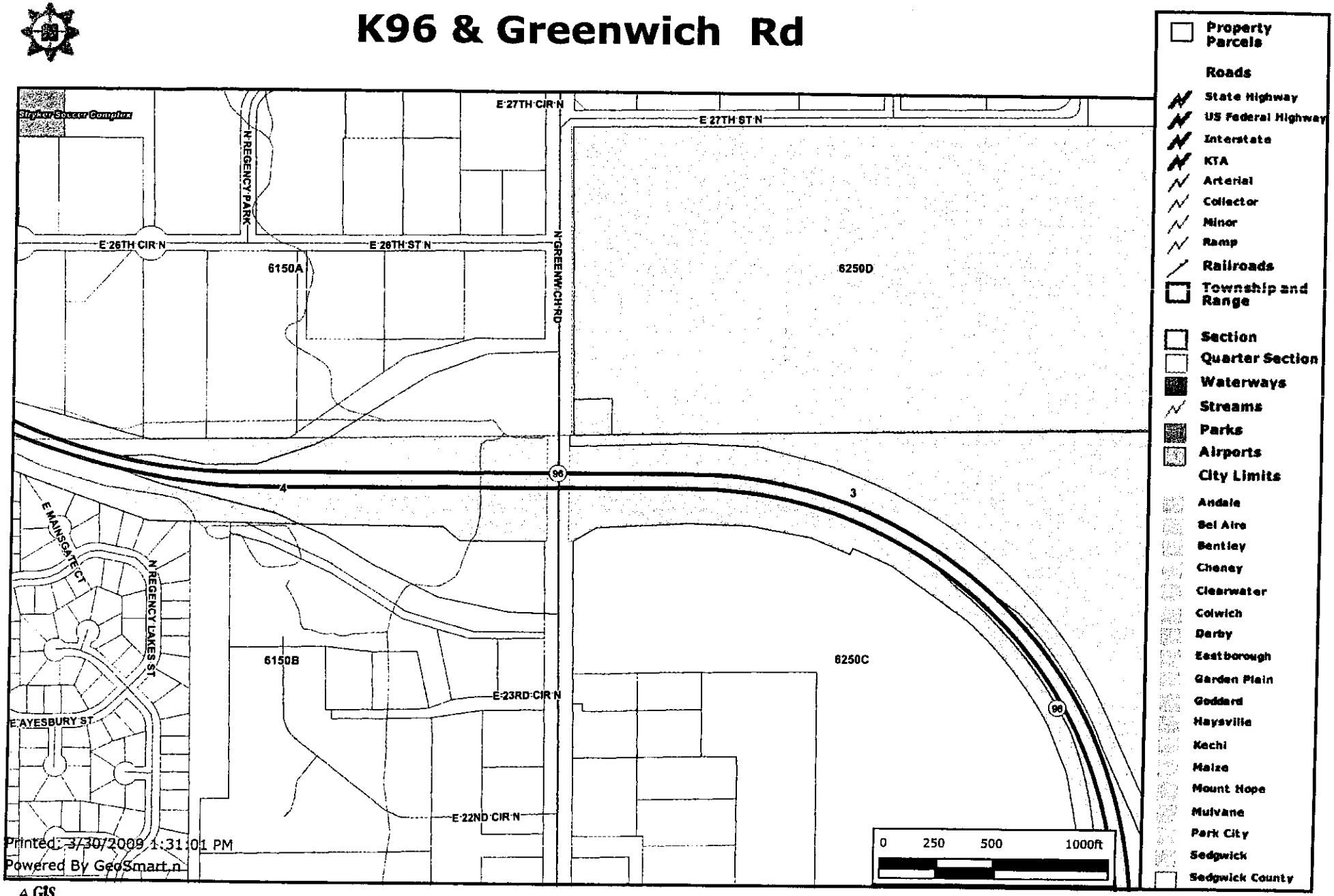
Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$ 700,000
Rights of Way		$ 0
Utility Adjustments		$ 0
Other		$ 0
ESTIMATED Total for Project		$ 700,000

K96 & Greenwich Rd



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.

Print Form

KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, **With Map**

City Wichita

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

WHEREAS: The Secretary's agency for the City of Wichita will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Freeway on Route Number K96 located: K96 & Hoover

Total Project Length _____ (Km) .9 (Mi) Est. Let Date July 3, 2009

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$ 0
Surfacing (Type)		$ 0
Bridges (Number)		$ 0
Seeding		$ 0
Other	PE	$ 500,000
ESTIMATED Total for Project		$ 500,000

Surveys and plans will be prepared by: City of Wichita

BE IT FURTHER RESOLVED: That sufficient funds of 0 City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year ____, at _____, Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____ County/City Engineer or Administrator

_____ Chairperson/Mayor

_____ Member

ATTEST:

_____ County/City Clerk

_____ Member

[1302-1.wk1]

(Sheet 1 of 3)

DOT Form 1302 (Rev. 3/00)

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: Yes

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 24,900 Year Estimated Future AADT 38,000 Year 2030

Existing Facilities:

Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness	Curb & Gutter	Storm Sewer
(M) 0.00 (Ft)	Bituminous	(M) 0.00 (Ft)	NA	NA	No	No

Proposed Facilities:

Roadbed Width	Surface Type	Surface Width	Surfacing By:	Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer
(M) 0.00 (Ft)		(M) 0.00 (Ft)				

Existing Bridges:

NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway	Safe Load	Suff. Rating	Rating Year	Posted
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:

Structure Type	Over-all Length	Clear Roadway
	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:

Company Name	No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection

Comments:

[1302-2.wk1] (Sheet 2 of 3) DOT FORM 1302 (2) Rev 3/00

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

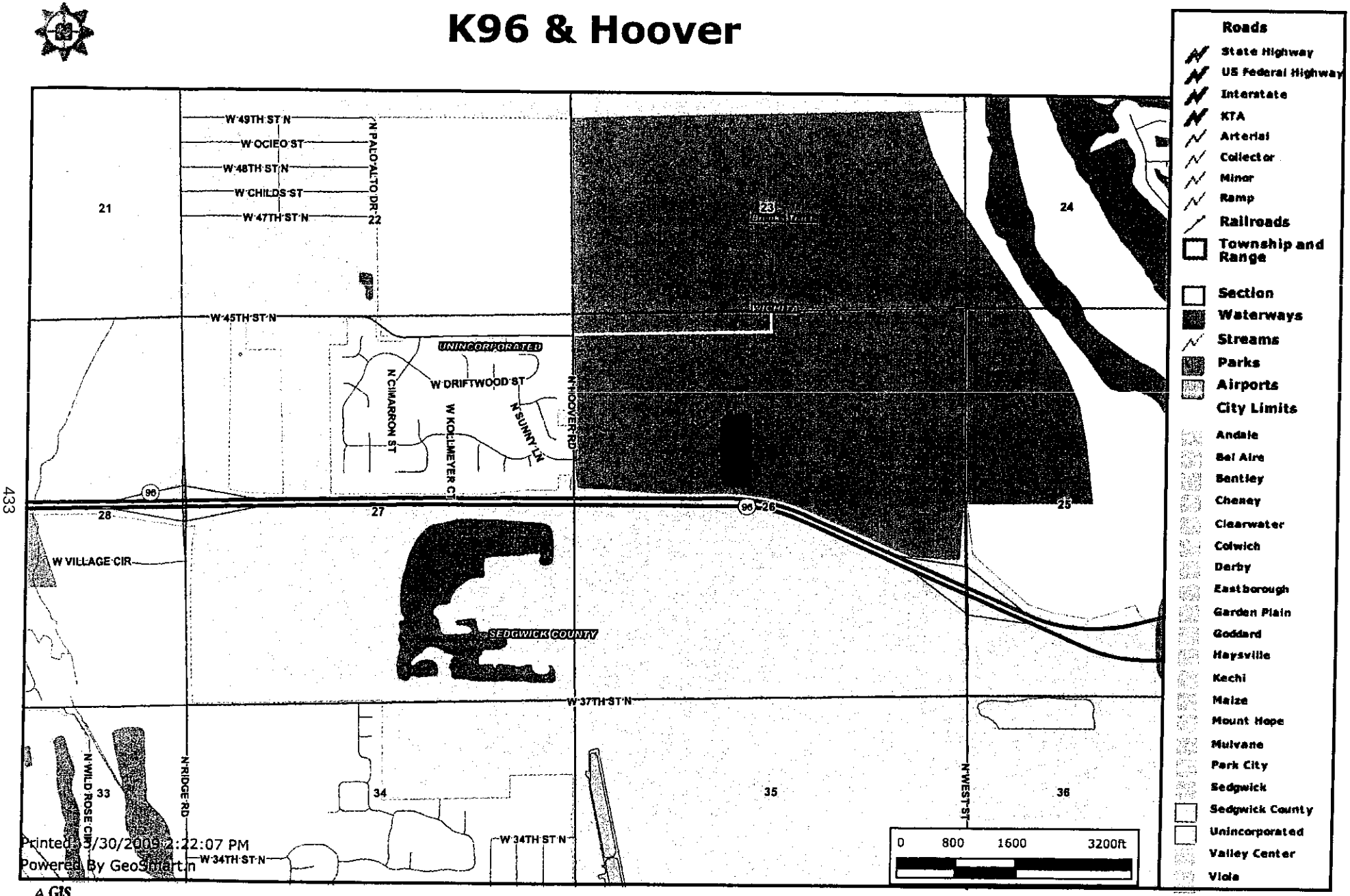
Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$ 500,000
Rights of Way		$ 0
Utility Adjustments		$ 0
Other		$ 0
ESTIMATED Total for Project		$ 500,000

K96 & Hoover



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Print Form

KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, **With Map**

City Wichita

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

WHEREAS: The Secretary's agency for the City of Wichita will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Minor Arterial on Route Number _____ located:
Broadway, Central to 12th - 2" mill and bituminous overlay

Total Project Length _____ (Km) 0.93 (Mi) Est. Let Date July 3, 2009

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$	0
Surfacing (Type)	Bituminous	$	469,565
Bridges (Number)		$	0
Seeding		$	
Other	Engineering Overhead, 15%	$	70,435
ESTIMATED Total for Project		$	540,000

Surveys and plans will be prepared by: City of Wichita

BE IT FURTHER RESOLVED: That sufficient funds of 0 City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year ____, at Wichita, Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____ County/City Engineer or Administrator

_____ Chairperson/Mayor

_____ Member

ATTEST:

_____ County/City Clerk

_____ Member

[1302-1.wk1]

(Sheet 1 of 3)

DOT Form 1302 (Rev. 3/00)

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: None

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 13,000 Year Estimated Future AADT 14,200 Year 2030

Existing Facilities:

Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness	Curb & Gutter	Storm Sewer
(M) 47.00 (Ft)	Bituminous over PCCP	(M) 47.00 (Ft)	PCI = 65	8"	Yes	Yes

Proposed Facilities:

Roadbed Width	Surface Type	Surface Width	Surfacing By:	Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer
(M) 47.00 (Ft)	Bituminous over PCCP	(M) 47.00 (Ft)	Contract	2"	Yes	Yes

Existing Bridges:

NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway	Safe Load	Suff. Rating	Rating Year	Posted
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:

Structure Type	Over-all Length	Clear Roadway
	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:

Company Name	No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection

Comments:

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

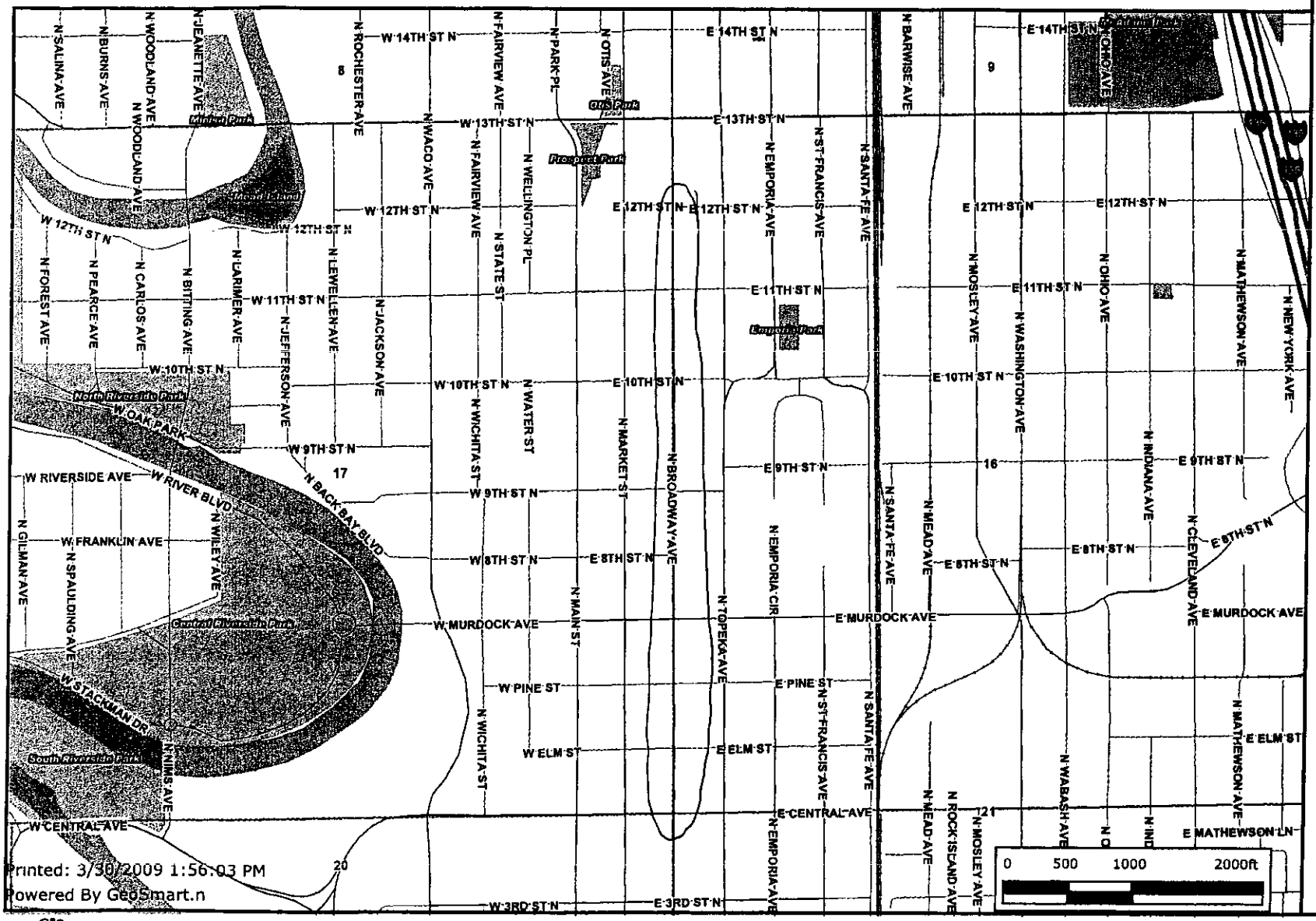
Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$ 23,478
Rights of Way		$ 0
Utility Adjustments		$ 0
Other	Engineering Overhead, 15%	$ 70,435
ESTIMATED Total for Project		$ 93,913

Broadway, Central to 12th



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Print Form

KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, **With Map**

City Wichita

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

WHEREAS: The Secretary's agency for the City of Wichita will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Minor Arterial on Route Number _____ located:
Harry, Greenwich Rd to 127th St E

Total Project Length _____ (Km) .95 (Mi) Est. Let Date December 4, 2009

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$	1,000,000
Surfacing (Type)	Bituminous	$	2,000,000
Bridges (Number)		$	
Seeding		$	
Other	CE	$	300,000
ESTIMATED Total for Project		$	3,300,000

Surveys and plans will be prepared by: City of Wichita - Ruggles and Bohm

BE IT FURTHER RESOLVED: That sufficient funds of 0 City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year ____, at _____, Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____ County/City Engineer or Administrator

_____ Chairperson/Mayor

_____ Member

ATTEST:

_____ County/City Clerk

_____ Member

[1302-1.wk1]

(Sheet 1 of 3)

DOT Form 1302 (Rev. 3/00)

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: Yes

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 5,912 Year Estimated Future AADT 11,093 Year 2030

Existing Facilities:

Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness	Curb & Gutter	Storm Sewer
(M) 24.00 (Ft)	Bituminous	(M) 24.00 (Ft)	PCI = 86	6" est.	No	No

Proposed Facilities:

Roadbed Width	Surface Type	Surface Width	Surfacing By:	Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer
(M) 36.00 (Ft)	Bitminous	(M) 36.00 (Ft)	Contract	7"	Yes	Yes

Existing Bridges:

NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway	Safe Load	Suff. Rating	Rating Year	Posted
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:

Structure Type	Over-all Length	Clear Roadway
	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:

Company Name	No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection

Comments:

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

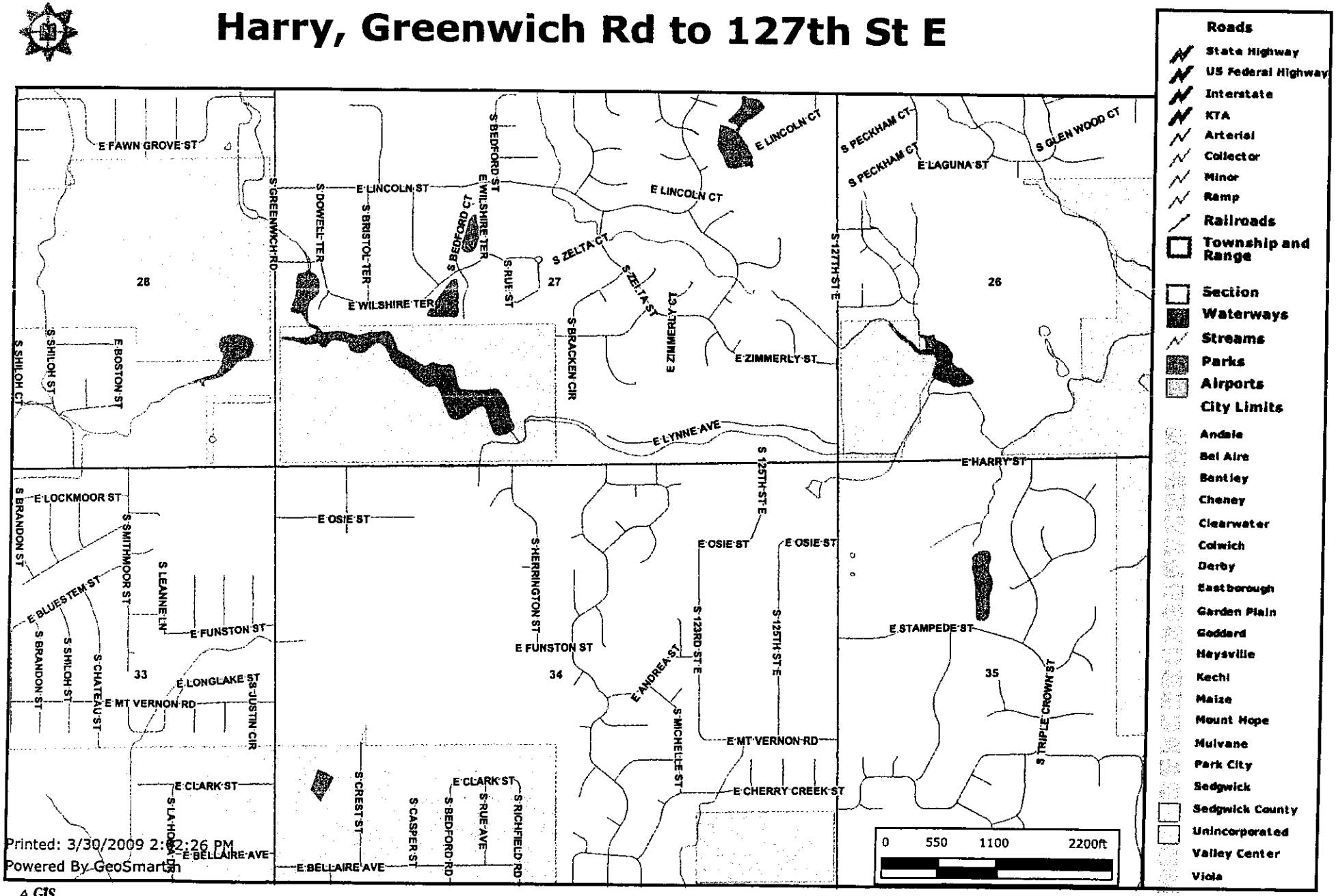
Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$ 150,000
Rights of Way		$ 100,000
Utility Adjustments		$ 100,000
Other	CE	$ 300,000
ESTIMATED Total for Project		$ 650,000

Harry, Greenwich Rd to 127th St E



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Print Form

KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, **With Map**

City Wichita

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

WHEREAS: The Secretary's agency for the City of Wichita will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Minor Arterial on Route Number _____ located:
Washington, 1st St to Central Ave. - Concrete Pavement Replacement

Total Project Length _____ (Km) 0.37 (Mi) Est. Let Date July 3, 2009

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$	
Surfacing (Type)	PCCP	$	417,391
Bridges (Number)		$	
Seeding		$	
Other	Engineering Overhead, 15%	$	62,609
ESTIMATED Total for Project		$	480,000

Surveys and plans will be prepared by: City of Wichita

BE IT FURTHER RESOLVED: That sufficient funds of 0 County/City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year ____, at _____, Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____ County/City Engineer or Administrator

_____ Chairperson/Mayor

_____ Member

ATTEST:

_____ County/City Clerk

_____ Member

[1302-1.wk1]

(Sheet 1 of 3)

DOT Form 1302 (Rev. 3/00)

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: None

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 9,619 Year Estimated Future AADT 13,129 Year 2030

Existing Facilities:

Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness	Curb & Gutter	Storm Sewer
(M) 54.00 (Ft)	PCCP	(M) 54.00 (Ft)	PCI = 54	8"	Yes	Yes

Proposed Facilities:

Roadbed Width	Surface Type	Surface Width	Surfacing By:	Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer
(M) 54.00 (Ft)	PCCP	(M) 54.00 (Ft)	Contract	8"	Yes	No

Existing Bridges:

NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway	Safe Load	Suff. Rating	Rating Year	Posted
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:

Structure Type	Over-all Length	Clear Roadway
	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:

Company Name	No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection

Comments:

[1302-2.wk1] (Sheet 2 of 3) DOT FORM 1302 (2) Rev 3/00

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

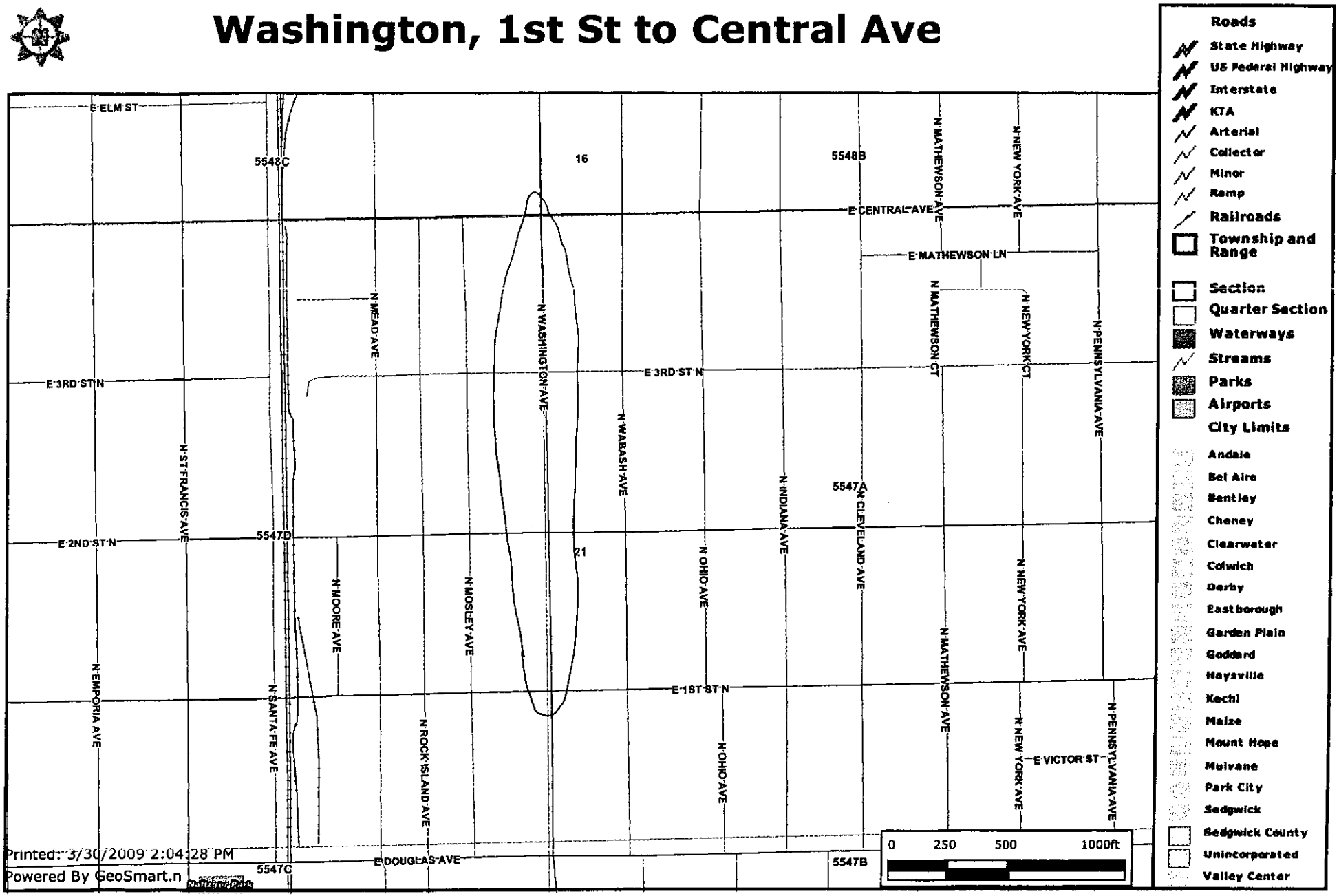
Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$ 20,870
Rights of Way		$ 0
Utility Adjustments		$ 0
Other	Engineering Overhead, 15%	$ 62,609
ESTIMATED Total for Project		$ 83,479

Washington, 1st St to Central Ave



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KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, **With Map**

City Wichita

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

WHEREAS: The Secretary's agency for the City of Wichita will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Principal Arterial on Route Number _____ located:
Hillside, 9th St to 12th - Concrete Pavement Replacement

Total Project Length _____ (Km) 0.42 (Mi) Est. Let Date July 3, 2009

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$	0
Surfacing (Type)	PCCP	$	834,783
Bridges (Number)		$	0
Seeding		$	0
Other	Engineering Overhead, 15%	$	125,217
ESTIMATED Total for Project		$	960,000

Surveys and plans will be prepared by: City of Wichita

BE IT FURTHER RESOLVED: That sufficient funds of 0 County/City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year ____, at _____, Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____
County/City Engineer or Administrator

_____
Chairperson/Mayor

_____
Member

ATTEST:

_____
County/City Clerk

_____
Member

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: None

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 13,448 Year Estimated Future AADT 18,525 Year 2030

Existing Facilities:					Curb & Gutter	Storm Sewer
Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness		
(M) 48.00 (Ft)	PCCP	(M) 48.00 (Ft)	PCI = 62	8"	Yes	Yes

Proposed Facilities:				Surface Thickness	Curb	Storm
Roadbed Width	Surface Type	Surface Width	Surfacing By:	or Rate/Km or /Mi	& Gutter	Sewer
(M) 48.00 (Ft)	PCCP	(M) 48.00 (Ft)	Contract	10"	Yes	No

Existing Bridges:				Safe	Suff.	Rating	Posted
NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway	Load	Rating	Year	
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:		
Structure Type	Over-all Length	Clear Roadway
	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:	No. of	Main	Other	Avg. Trains	Min. Vis.	Present	Proposed
Company Name	Tracks	Tracks	Tracks	Daily	@ 300'	Protection	Protection

Comments:

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

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Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

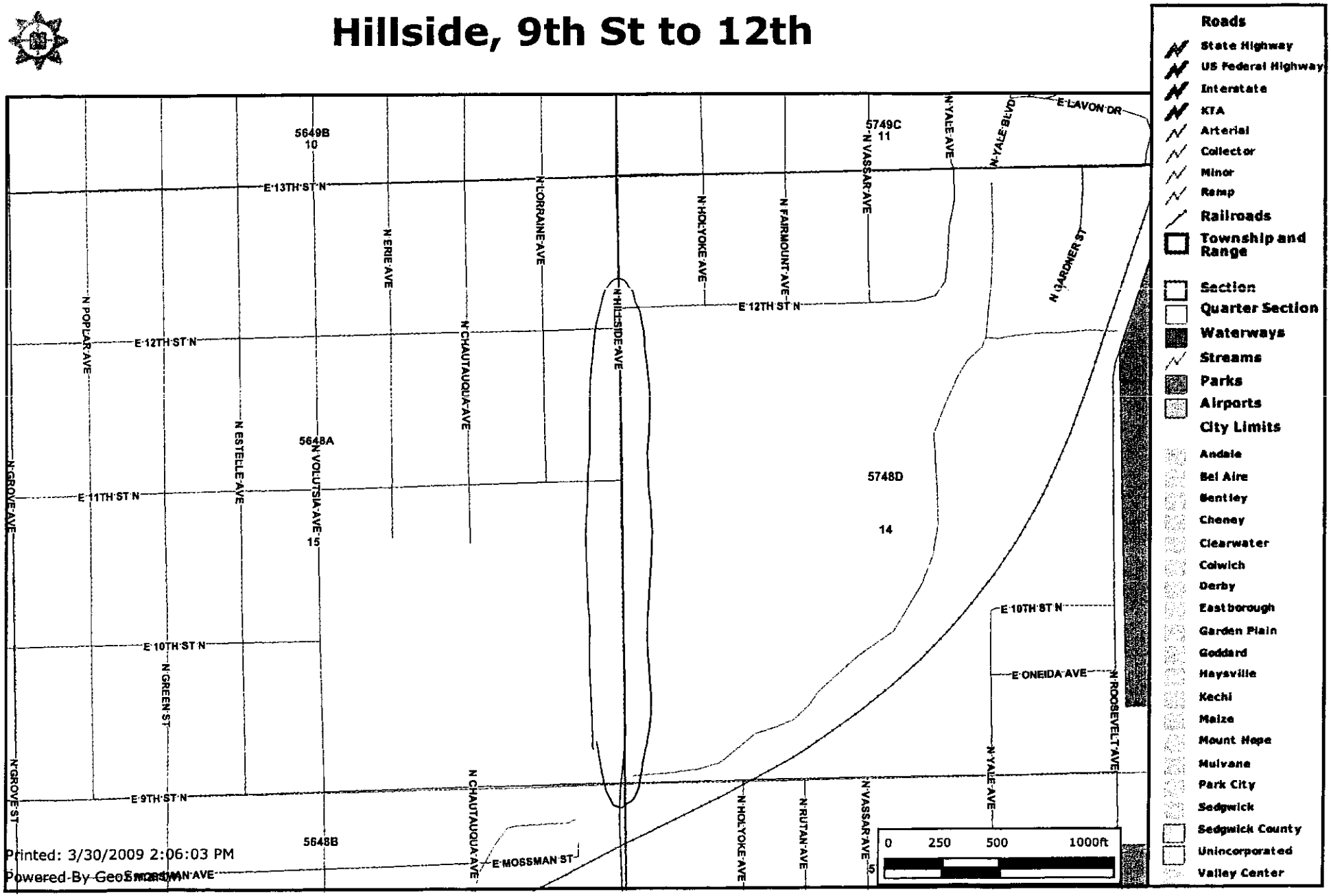
Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$ 41,739
Rights of Way		$ 0
Utility Adjustments		$ 0
Other	Engineering Overhead, 15%	$ 125,217
ESTIMATED Total for Project		$ 166,956

Hillside, 9th St to 12th



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KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONSTRUCTION PROJECT

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City Wichita

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WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Minor Arterial on Route Number _____ located:

Hydraulic Ave, Harry St to Kellogg

Total Project Length _____ (Km) .93 (Mi) Est. Let Date December 4, 2009

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$	1,500,000
Surfacing (Type)	Bitminous	$	1,500,000
Bridges (Number)		$	
Seeding		$	
Other	CE	$	300,000
ESTIMATED Total for Project		$	3,300,000

Surveys and plans will be prepared by: _____

BE IT FURTHER RESOLVED: That sufficient funds of 0 City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year ____, at _____, Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____ County/City Engineer or Administrator

_____ Chairperson/Mayor

_____ Member

ATTEST:

_____ County/City Clerk

_____ Member

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: Yes

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 7,750 Year Estimated Future AADT 9,800 Year 2030

Existing Facilities:

Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness	Curb & Gutter	Storm Sewer
(M) 30.00 (Ft)	Bit / PCCP	(M) 30.00 (Ft)	PCI = 57	8"	Yes	Yes

Proposed Facilities:

Roadbed Width	Surface Type	Surface Width	Surfacing By:	Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer
(M) 33.00 (Ft)	Bitminous	(M) 33.00 (Ft)	Contract	7"	Yes	Yes

Existing Bridges:

NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway	Safe Load	Suff. Rating	Rating Year	Posted
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:

Structure Type	Over-all Length	Clear Roadway
	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:

Company Name	No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection

Comments:

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

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Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

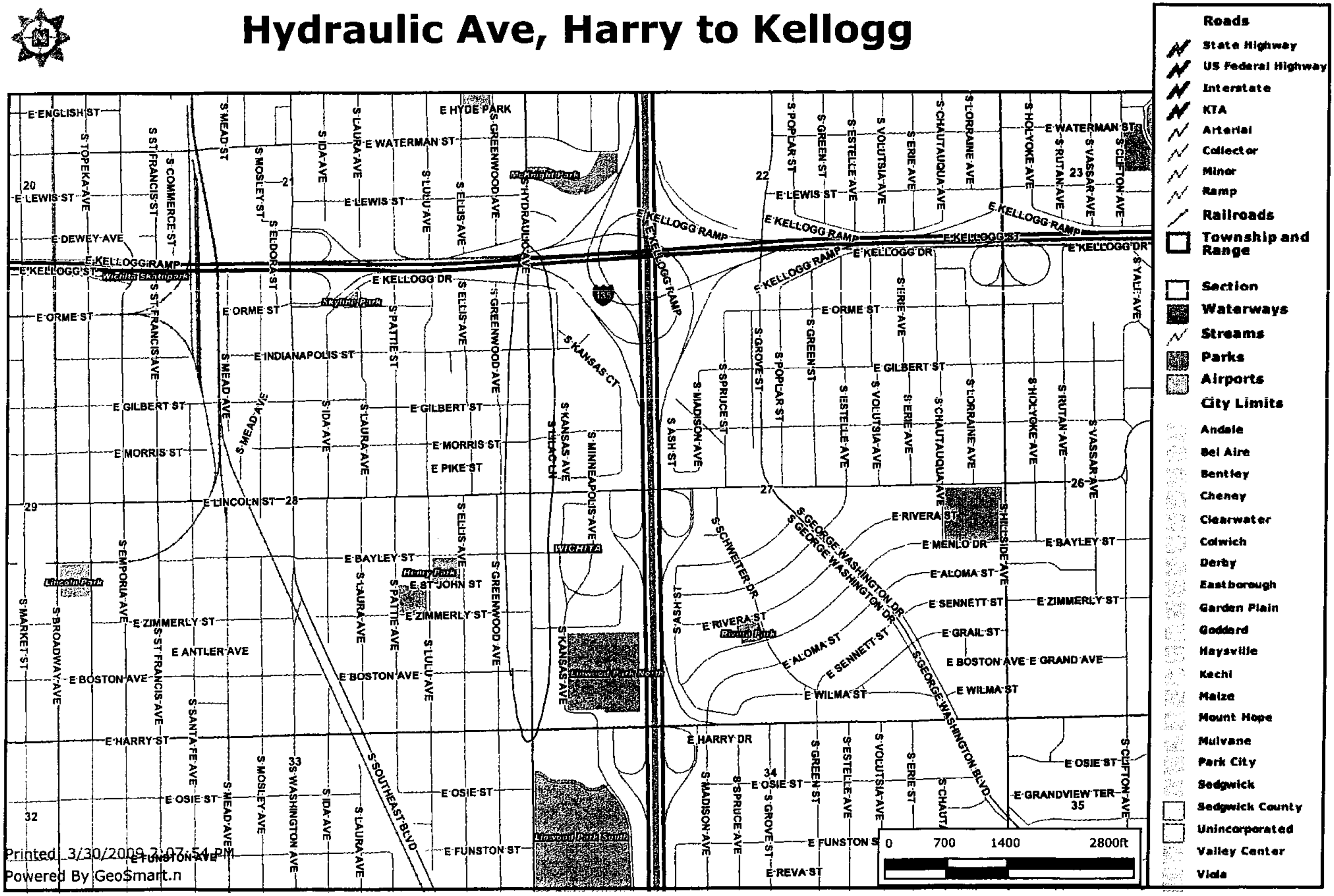
Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$ 150,000
Rights of Way		$ 50,000
Utility Adjustments		$ 50,000
Other	CE	$ 300,000
ESTIMATED Total for Project		$ 550,000

Hydraulic Ave, Harry to Kellogg



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Print Form

KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, **With Map**

City Wichita

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

WHEREAS: The Secretary's agency for the City of Wichita will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Minor Arterial on Route Number _____ located:

Maize Rd, Pawnee Ave to Kellogg

Total Project Length _____ (Km) 1 (Mi) Est. Let Date December 4, 2009

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$ 2,000,000
Surfacing (Type)		$ 1,700,000
Bridges (Number)		$
Seeding		$
Other	CE	$ 300,000
ESTIMATED Total for Project		$ 4,000,000

Surveys and plans will be prepared by: City of Wichita

BE IT FURTHER RESOLVED: That sufficient funds of 0 City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year _____, at _____, Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____ County/City Engineer or Administrator

_____ Chairperson/Mayor

_____ Member

ATTEST:

_____ County/City Clerk

_____ Member

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: Yes

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 7,547 Year Estimated Future AADT 14,300 Year 2030

Existing Facilities:

Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness	Curb & Gutter	Storm Sewer
(M) 28.00 (Ft)	Bituminous	(M) 28.00 (Ft)	PCI = 78	7"	Partial	No

Proposed Facilities:

Roadbed Width	Surface Type	Surface Width	Surfacing By:	Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer
(M) 61.00 (Ft)	Bitminous	(M) 61.00 (Ft)	Contract	7"	Yes	Yes

Existing Bridges:

NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway	Safe Load	Suff. Rating	Rating Year	Posted
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:

Structure Type	Over-all Length	Clear Roadway
	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:

Company Name	No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection

Comments:

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

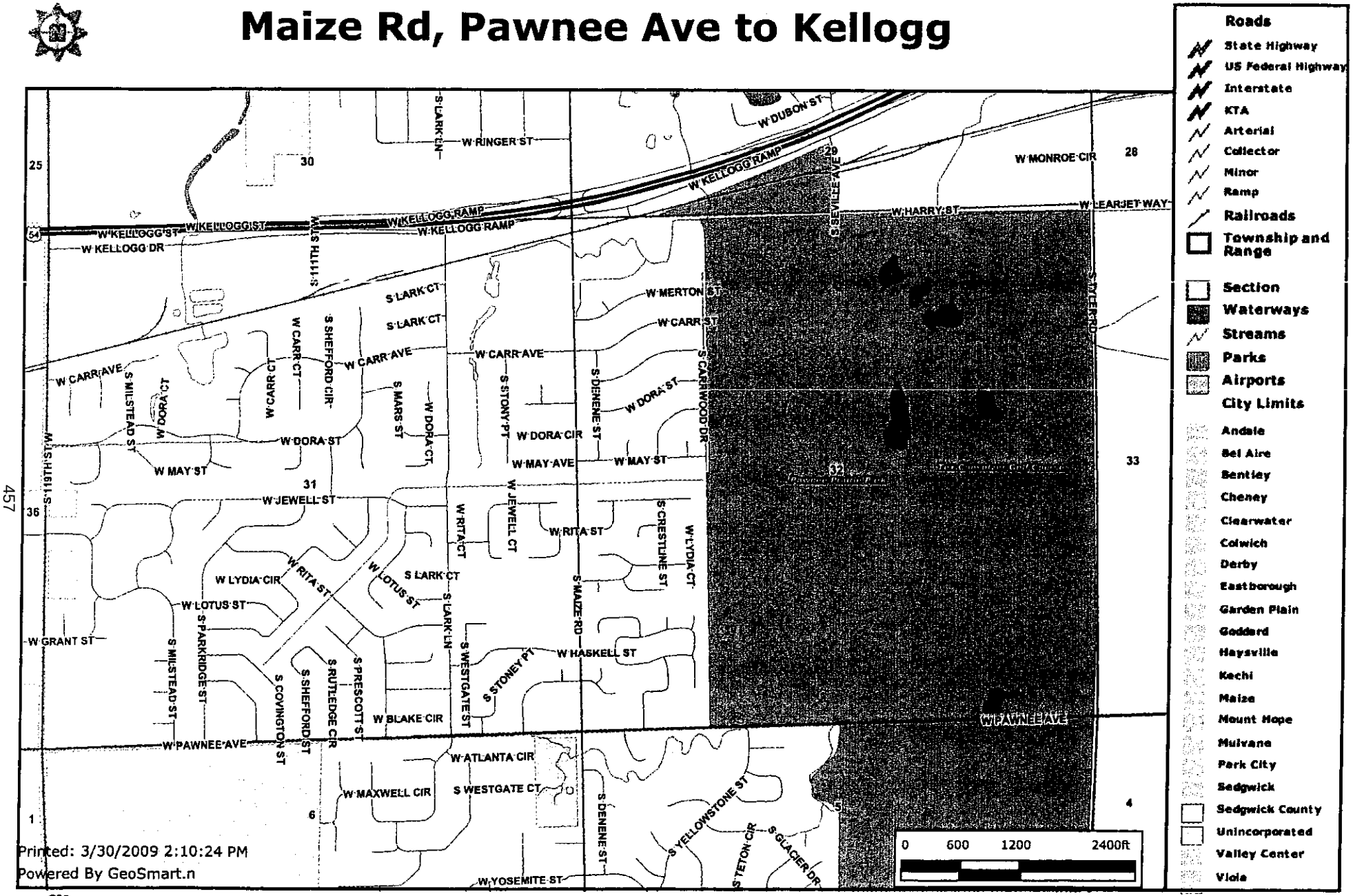
Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$ 200,000
Rights of Way		$ 300,000
Utility Adjustments		$ 500,000
Other	CE	$ 300,000
ESTIMATED Total for Project		$ 1,300,000

Maize Rd, Pawnee Ave to Kellogg



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KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, **With Map**

City Wichita

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

WHEREAS: The Secretary's agency for the City of Wichita will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Minor Arterial on Route Number _____ located:

13th St, Maize Rd to Tyler Rd - Mill and Overlay

Total Project Length _____ (Km) 1 (Mi) Est. Let Date July 3, 2009

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$	0
Surfacing (Type)	Bituminous	$	542,610
Bridges (Number)		$	0
Seeding		$	0
Other	Engineering Overhead, 15%	$	81,390
ESTIMATED Total for Project		$	624,000

Surveys and plans will be prepared by: City of Wichita

BE IT FURTHER RESOLVED: That sufficient funds of 0 City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year ____, at _____, Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____ County/City Engineer or Administrator

_____ Chairperson/Mayor

_____ Member

ATTEST:

_____ County/City Clerk

_____ Member

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: None

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 15,374 Year Estimated Future AADT 21,663 Year 2030

Existing Facilities:

Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness	Curb & Gutter	Storm Sewer
(M) 52.00 (Ft)	Bituminous	(M) 52.00 (Ft)	PCI = 73	8" est.	Yes	Yes

Proposed Facilities:

Roadbed Width	Surface Type	Surface Width	Surfacing By:	Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer
(M) 52.00 (Ft)	Bituminous	(M) 52.00 (Ft)	Contract	2"	Yes	No

Existing Bridges:

NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway	Safe Load	Suff. Rating	Rating Year	Posted
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:

Structure Type	Over-all Length	Clear Roadway
	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:

Company Name	No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection

Comments:

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

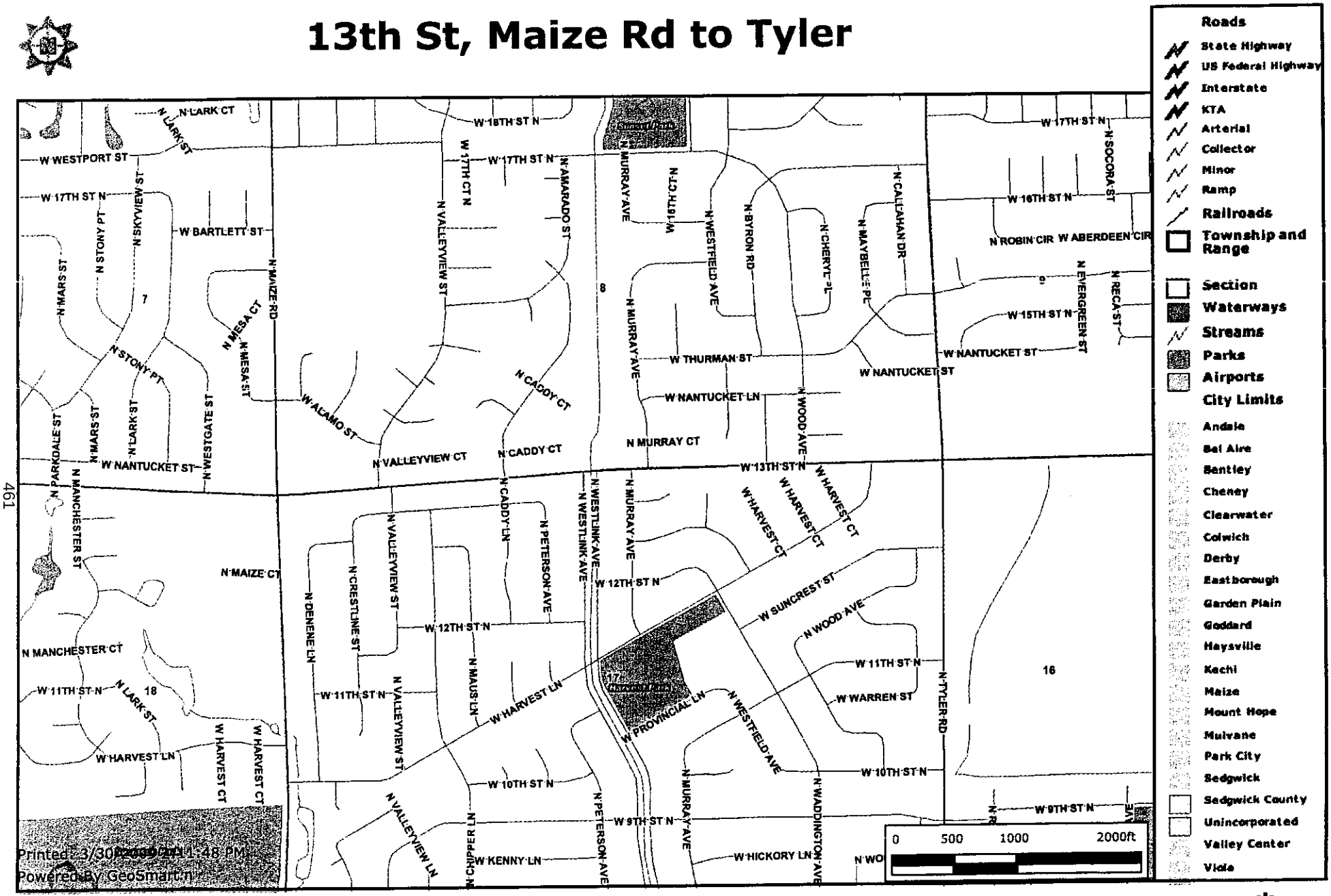
Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$ 27,130
Rights of Way		$ 0
Utility Adjustments		$ 0
Other	Engineering Overhead, 15%	$ 81,390
	ESTIMATED Total for Project	$ 108,520

13th St, Maize Rd to Tyler



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KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, **With Map**

City Wichita

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

WHEREAS: The Secretary's agency for the City of Wichita will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Minor Arterial on Route Number _____ located:

Tyler Rd, 29th St N to 37th St N

Total Project Length _____ (Km) .9 (Mi) Est. Let Date July 3, 2009

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$ 1,700,000
Surfacing (Type)		$ 1,500,000
Bridges (Number)		$
Seeding		$
Other	CE	$ 300,000
ESTIMATED Total for Project		$ 3,500,000

Surveys and plans will be prepared by: City of Wichita - Baughman

BE IT FURTHER RESOLVED: That sufficient funds of 0 City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year ____ , at _____ , Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____
County/City Engineer or Administrator

_____
Chairperson/Mayor

_____
Member

ATTEST:

_____
County/City Clerk

_____
Member

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: Yes

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 5,735 Year Estimated Future AADT 6,263 Year 2030

Existing Facilities:					Curb & Gutter	Storm Sewer
Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness		
(M) 30.00 (Ft)	Bituminous	(M) 30.00 (Ft)	PCI = 92	6" est.	No	No

Proposed Facilities:				Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer
Roadbed Width	Surface Type	Surface Width	Surfacing By:			
(M) 61.00 (Ft)	Bitminous	(M) 61.00 (Ft)	Contract	7"	Yes	Yes

Existing Bridges:				Safe Load	Suff. Rating	Rating Year	Posted
NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway				
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:		
Structure Type	Over-all Length	Clear Roadway
	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:	No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection
Company Name							

Comments:

[1302-2.wk1] (Sheet 2 of 3) DOT FORM 1302 (2) Rev 3/00

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

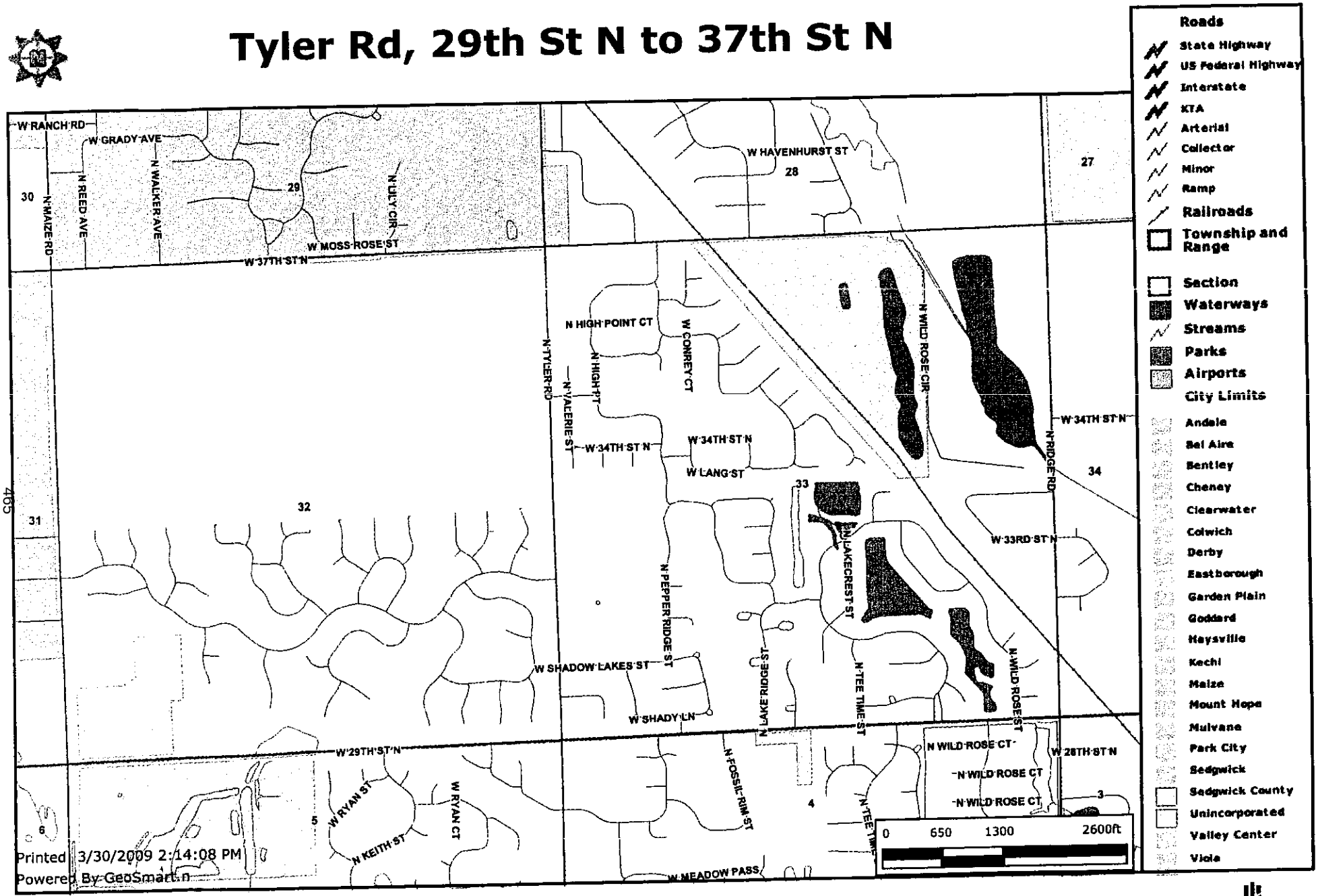
Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$ 250,000
Rights of Way		$ 50,000
Utility Adjustments		$ 50,000
Other	CE	$ 300,000
ESTIMATED Total for Project		$ 650,000

Tyler Rd, 29th St N to 37th St N



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KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, **With Map**

City Wichita

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

WHEREAS: The Secretary's agency for the City of Wichita will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Principal Arterial on Route Number _____ located:

Woodlawn, Harry St to Lincoln St - Mill and Overlay

Total Project Length _____ (Km) 0.48 (Mi) Est. Let Date July 3, 2009

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$	0
Surfacing (Type)	Bit / PCCP	$	240,000
Bridges (Number)		$	0
Seeding		$	0
Other	Engineering Overhead, 15%	$	36,000
ESTIMATED Total for Project		$	276,000

Surveys and plans will be prepared by: City of Wichita

BE IT FURTHER RESOLVED: That sufficient funds of 0 City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year ____, at _____, Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____ County/City Engineer or Administrator

_____ Chairperson/Mayor

_____ Member

ATTEST:

_____ County/City Clerk

_____ Member

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: None

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 11,241 Year Estimated Future AADT 13,621 Year 2030

Existing Facilities:

Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness	Curb & Gutter	Storm Sewer
(M) 48.00 (Ft)	Bit / PCCP	(M) 48.00 (Ft)	PCI = 57	8" est.	Yes	Yes

Proposed Facilities:

Roadbed Width	Surface Type	Surface Width	Surfacing By:	Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer
(M) 48.00 (Ft)	Bit / PCCP	(M) 48.00 (Ft)	Contract	2"	Yes	No

Existing Bridges:

NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway	Safe Load	Suff. Rating	Rating Year	Posted
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:

Structure Type	Over-all Length	Clear Roadway
	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:

Company Name	No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection

Comments:

[1302-2.wk1] (Sheet 2 of 3) DOT FORM 1302 (2) Rev 3/00

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

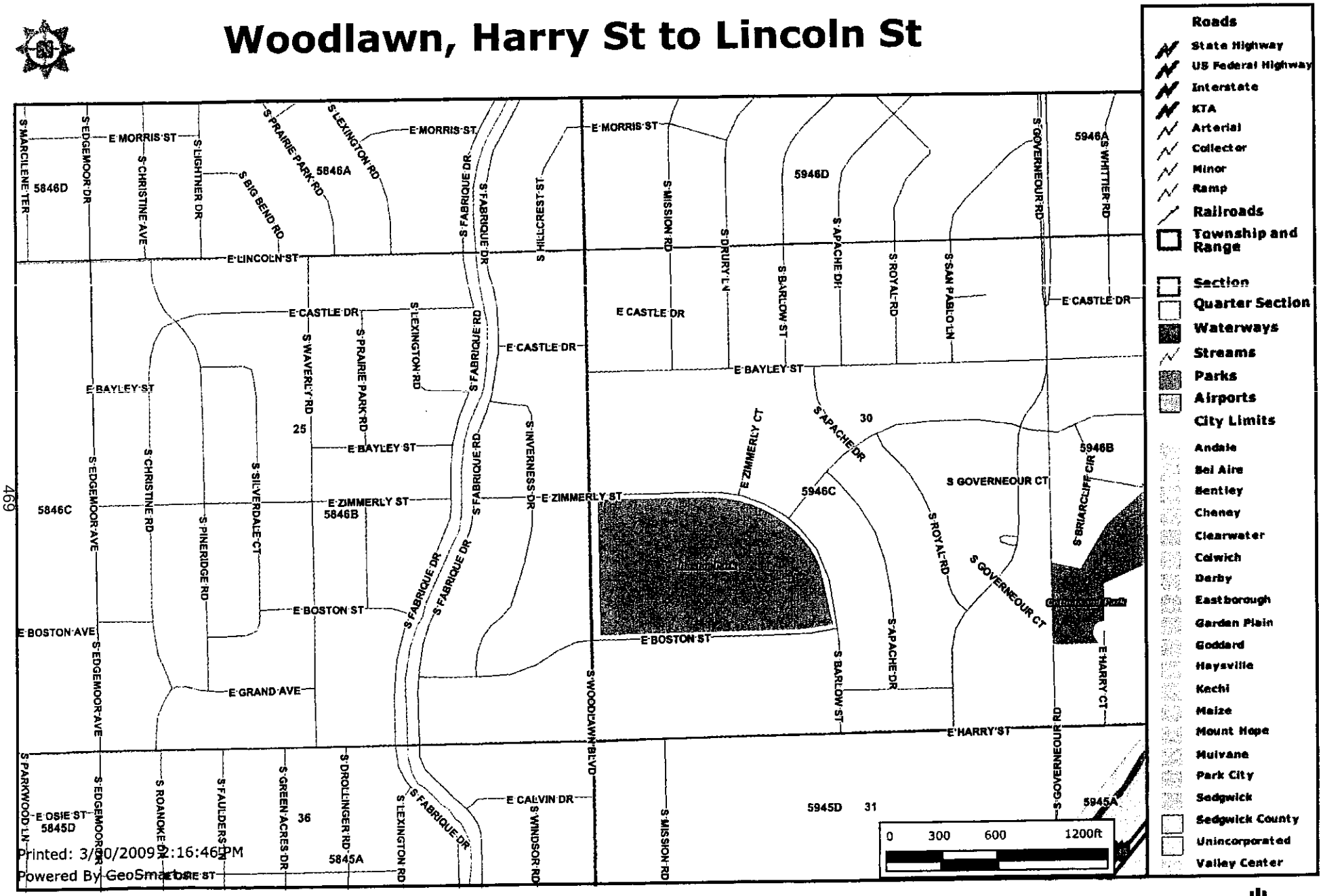
Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$ 12,000
Rights of Way		$
Utility Adjustments		$
Other	Engineering Overhead, 15%	$ 36,000
	ESTIMATED Total for Project	$ 48,000

Woodlawn, Harry St to Lincoln St



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KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, **With Map**

County Sedgwick

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

WHEREAS: The Secretary's agency for the City of Wichita will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Urban Collector on Route Number _____ located:

Broadway Bridge, 34th St. S

Total Project Length _____ (Km) _____ (Mi) Est. Let Date 2012

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$
Surfacing (Type)		$
Bridges (Number)		$
Seeding		$
Other	PE	$ 500,000
ESTIMATED Total for Project		$ 500,000

Surveys and plans will be prepared by: City of Wichita

BE IT FURTHER RESOLVED: That sufficient funds of 100,000 City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year ____ , at _____ , Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____
County/City Engineer or Administrator

_____
Chairperson/Mayor

_____
Member

ATTEST:

_____
County/City Clerk

_____
Member

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: None

Environmental Concerns: Parks Yes/No Wetlands Yes/No Other Yes/No

Traffic Data: Present AADT 14,554 Year Estimated Future AADT 17,000 Year 2030

Existing Facilities:					Curb & Gutter	Storm Sewer
Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness		
(M)		(M)				
(Ft)		(Ft)				

Proposed Facilities:				Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer
Roadbed Width	Surface Type	Surface Width	Surfacing By:			
(M)		(M)				
(Ft)		(Ft)				

Existing Bridges:				Safe Load	Suff. Rating	Rating Year	Posted
NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway				
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:		
Structure Type	Over-all Length	Clear Roadway
Unknown	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:							
Company Name	No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection

Comments:

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

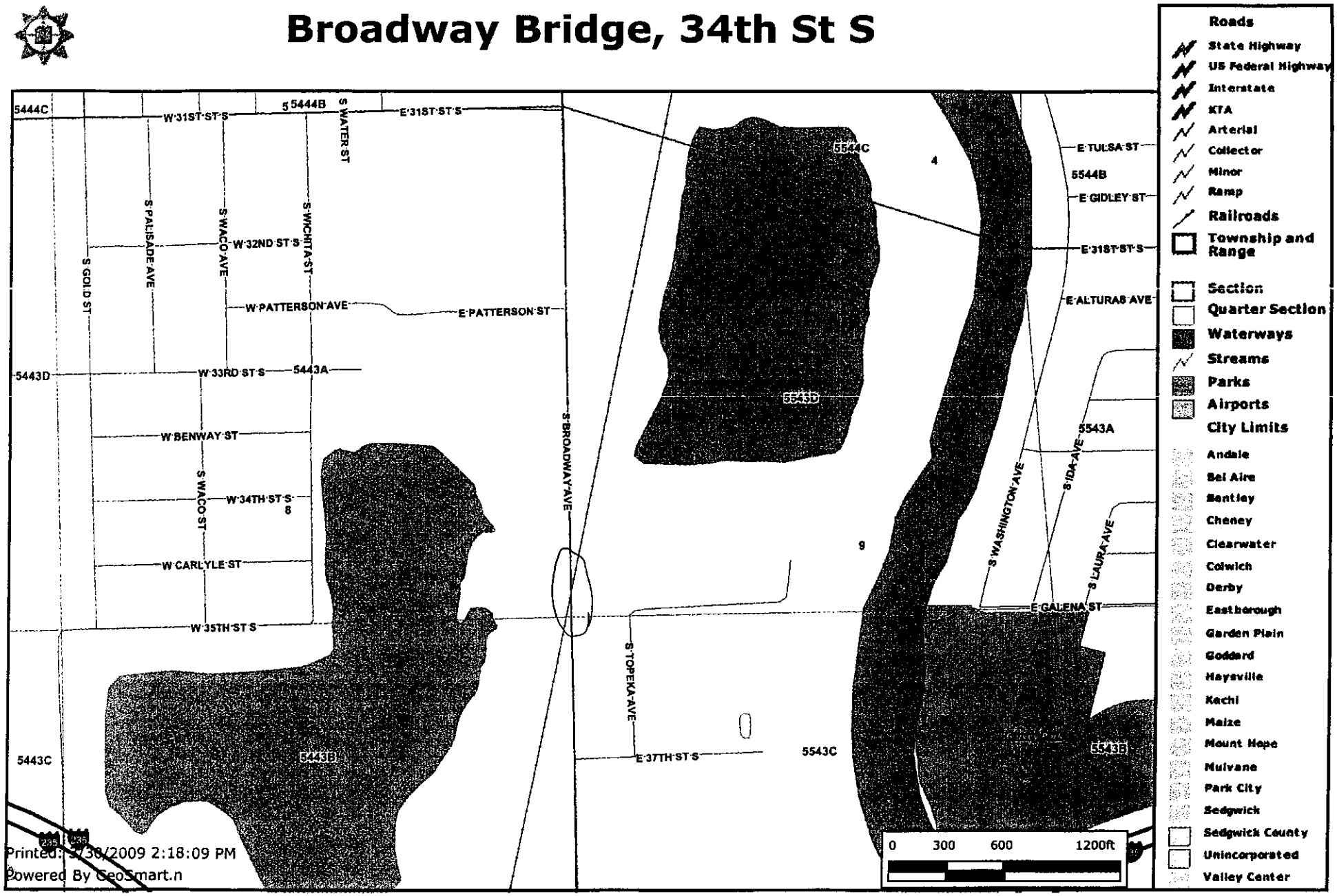
Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$
Rights of Way		$
Utility Adjustments		$
Other	PE	$ 500,000
ESTIMATED Total for Project		$ 500,000

Broadway Bridge, 34th St S



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Powered By GeoSmart.n

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.

Print Form

KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, **With Map**

City Wichita

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

WHEREAS: The Secretary's agency for the City of Wichita will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Freeway/Principal Arterial on Route Number I-235 located:

Floodway Bridge Between Central and Zoo

Total Project Length _____ (Km) 1 (Mi) Est. Let Date August 2010

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer		$	2,880,000
Surfacing (Type)	Bit / PCCP	$	2,200,000
Bridges (Number)	2	$	34,600,000
Seeding		$	20,000
Other	R/W, PE & CE, 20%	$	10,800,000
ESTIMATED Total for Project		$	50,500,000

Surveys and plans will be prepared by: City of Wichita

BE IT FURTHER RESOLVED: That sufficient funds of 0 City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year _____, at _____, Kansas.

Recommended for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

_____ County/City Engineer or Administrator

_____ Chairperson/Mayor

_____ Member

ATTEST:

_____ County/City Clerk

_____ Member

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner _____ City _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
Others:

Utilities to be adjusted: Unkown

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 46,500 Year Estimated Future AADT 54,218 Year 2030

Existing Facilities:					Curb & Gutter	Storm Sewer
Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness		
(M)		(M)			No	No
(Ft)		(Ft)				

Proposed Facilities:				Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer
Roadbed Width	Surface Type	Surface Width	Surfacing By:			
(M)	Bit / PCCP	(M)	Contract		No	No
(Ft)		(Ft)				

Existing Bridges:				Safe Load	Suff. Rating	Rating Year	Posted
NBIP Structure Number	Structure Type	Over-all Length	Clear Roadway				
		(M) (Ft)	(M) (Ft)				
		(M) (Ft)	(M) (Ft)				

Proposed New Bridges:		
Structure Type	Over-all Length	Clear Roadway
Plate Girder (Continuous	(M) (Ft)	(M) (Ft)
	(M) (Ft)	(M) (Ft)

Railroad Crossings:	No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection
Company Name							

Comments:

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

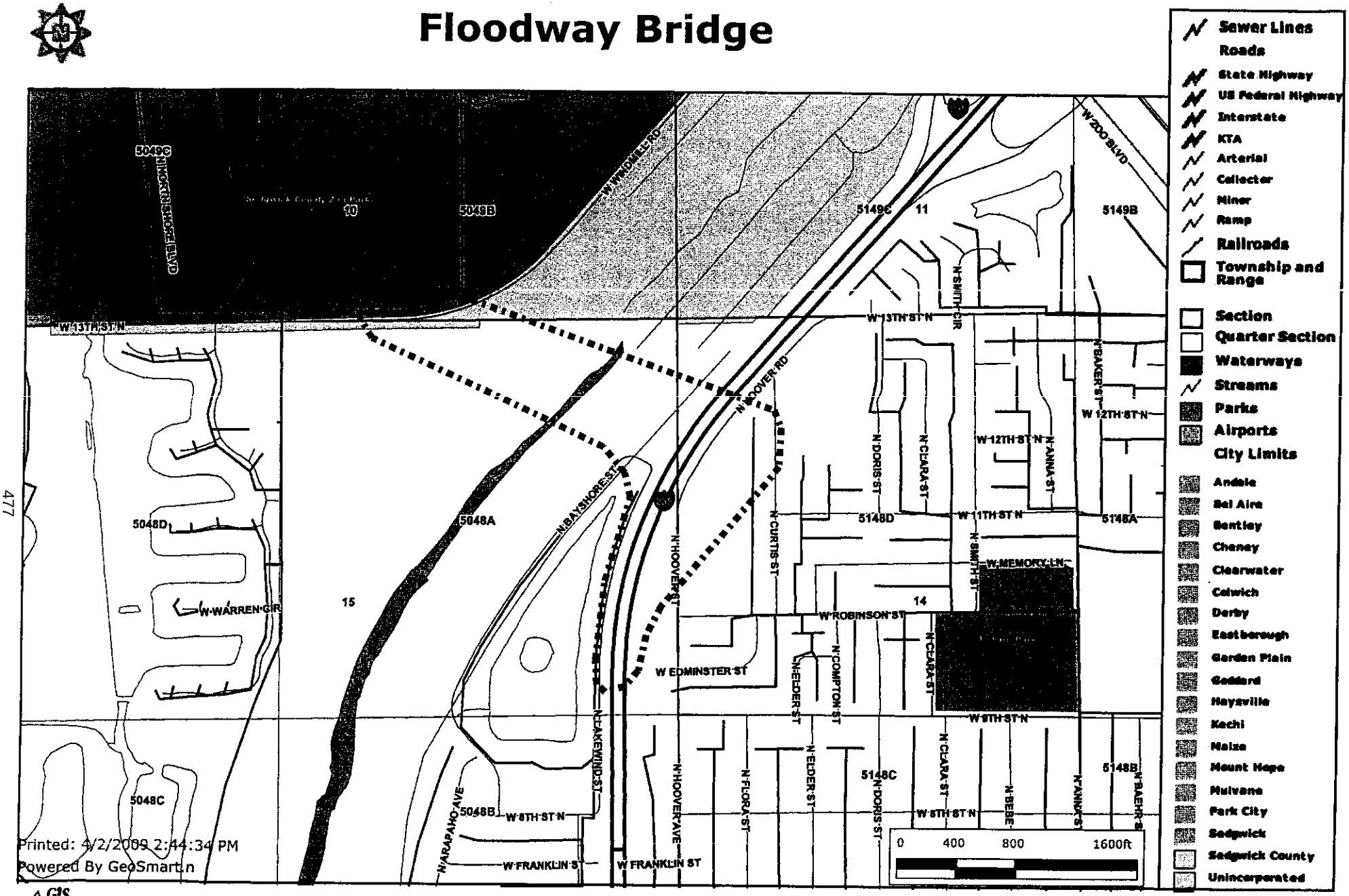
Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering		$ 2,500,000
Rights of Way		$ 1,000,000
Utility Adjustments		$
Other		$
ESTIMATED Total for Project		$ 3,500,000

Floodway Bridge



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Agenda Item No. XII-13.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and Members of the City Council

SUBJECT: Wichita International Trade Processing Center-Contract Amendment

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Approve the amendment.

Background: Under the federal 2004 Consolidated Appropriations Act, the City of Wichita received funds to conduct "A Feasibility Study and Work Plan for the International Trade Processing Center, Wichita, Kansas." The initial work completed for the Wichita International Trade Processing Center Feasibility Study using these funds, resulted in the delivery of the "Wichita International Trade Study" (WITS) (Phase 1 Study) and the development of the IntelliPORT concept (Phase 2 Work Plan) as a mechanism to leverage investment in infrastructure and look for opportunities to use technology to make international trade easier and more affordable. To take the concept and convert it into a working model or product to be used by local businesses involved in international trade, six implementation strategies were included in the Study. The City Council reviewed the Phase 2 Work Plan in a City Council Workshop on March 25, 2008 and approved the contract amendment to implement Phase 2 on June 24, 2008

Analysis: The consultant team proposes to complete the amended scope of services for the International Trade Study Work Plan Phase 2 by the original completion date of October 30, 2009 with no increase to the existing contract budget of $908,325.00. TranSystems is requesting a contract amendment to revise Tasks 305-308 of the Phase 2 Scope of Services, Exhibit A, and implement revised Tasks 305-308 of the Phase 2 Scope of Services, Exhibit A. The Consultant is requesting the change because local companies in this economic environment are very reluctant to disclose any "trade secrets" that may give their competitors an advantage. The deliverable for this portion of the project will be a roadmap for Wichita area importers and exporters to follow for the issues identified and the role of the IntelliPORT in providing solutions. The overall deliverable does not change, but the method to gain relevant solutions to real company issues as identified in the Phase 2 are different.

Financial Considerations: There is no increase in the budget to accommodate the request. The project is funded by a Federal Highway Administration grant and the funds are provided through the Kansas Department of Transportation (KDOT). A total of $510,501.86 have been expended from the total contract amount of $908,325, leaving a balance of $397,823.14 in the existing contract budget with TranSystems. The total cost of the Phase 2: International Trade Study Work Plan is $397,823.14.

Goal Impact: This project addresses the goal of Economic Vitality by increasing the potential for international trade.

Legal Considerations: The contract amendment has been reviewed and approved as to form by the Department of Law.

Recommendation/Actions: It is recommended the City Council approve the contract amendment and authorize the Mayor to sign.

Attachments:
Contract Amendment

THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WICHITA AND TRANSYSTEMS CORPORATION

THIS AMENDMENT is entered into this 21st day of April, 2009, by and between the City of Wichita, Kansas (hereinafter called the City) and TranSystems Corporation (hereinafter called Consultant).

WHEREAS, on the 24th day of January 2006, the above named entities were parties to a contract with the caption as above set out; and,

WHEREAS, the First Amendment to the contract dated February 28, 2007, provided Consultant additional time to complete the agreement and such other services as may become necessary; and,

WHEREAS, the Second Amendment to the contract dated June 24, 2008, added the Phase 2 scope of services attached as EXHIBIT A and added a subconsultant, Kansas World Trade Center, to complete portions of the work and provided additional time to October 30, 2009 and subconsultants needed to properly complete the amended agreement and such other services as may become necessary; and,

WHEREAS, the above name parties now wish to modify and amend said contract for the purpose of amending Tasks 305-308 of the Phase 2, scope of services, Attachment A, with revised Tasks 305-308, of the Phase 2, scope of services, Exhibit A, with no change in the TIME OF PERFORMANCE or the BUDGET:

NOW, THEREFORE, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 24th of January 2006, and the First Amendment to the contract dated February 28, 2007, and the Second Amendment to the contract dated June 24, 2008, are hereby reaffirmed and re-executed and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

SECTION 1. SCOPE OF SERVICES. The Consultant agrees to provide the various technical and professional services to perform the tasks outlined in Exhibit A of the Second Amendment as originally proposed, except for revised Tasks 305-308 of Exhibit A.

Tasks 305-308 of Exhibit A are herby amended to read as follows:

Revised Task 305: Identifies specific issues of Wichita area importers and exporters using previous Consultant studies. Revised Task 305 will draw upon Consultant's 2006 International Transportation Needs survey that identified challenges of Wichita area companies involved in international trade. Consultant will add known supply chain issues based on their ongoing research of North American based shippers and consignees who face similar challenges as Wichita based importers and exporters;
Revised Task 306: Conduct a survey to validate the issues identified and discuss solutions. In Revised Task 306, pre-identified issues will be validated by an additional short survey of up to 20 responses of Wichita area companies to ensure applicability to the region, as well as allow any additional suggestions to emerge;
Task 307: is complete.

Revised Task 308: Will take the top items as identified in stages 1 and 2, and develop supply chain strategies for each. Examples include costly trucking expenses to access Kansas City transportation facilities, or container availability concerns due to discontinued Inland Port Intermodal (IPI) services, by steamship companies such as Maersk Lines.

The deliverable for this portion of the project will be a roadmap for Wichita area importers and exporters to follow for the issues identified and the role of the IntelliPORT in providing solutions. The overall deliverable does not change the original deliverable but the method to gain relevant solutions to real company issues as identified in Phase 2 and the original Phase 1 study.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized officers, as of the date first above written.

THE CITY OF WICHITA

By: _____
Carl Brewer
Mayor

Date: _____

CONSULTANT

By: _____
Brett Letkowski, Vice-President
TranSystems Corporation

Date: _____

ATTEST:

_____
Karen Sublett, City Clerk

Date: _____

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

Date: _____

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: 2009 CSBG Discretionary Fund and Channing Bete Company Applications

INITIATED BY: Human Resources

AGENDA: Consent

Recommendation: Approve funding applications and authorize necessary signatures.

Background: The Community Services Block Grant (CSBG) is a federal program targeted to the needs of the low-income. In addition to the formula funds granted to the City of Wichita by the State of Kansas Housing Resources Corporation (KHRC), CSBG Discretionary Funds are made available through competitive Request for Proposals. The Human Resource's Career Development Office (CDO), which is responsible for administration of CSBG funds, has applied for and been awarded Discretionary Funds the last two years. Because of federal FFY 2009 funding notification and KHRC application instruction delays, and in order to meet the expected application deadline, the CDO has prepared a summary of its 2009 Discretionary Funds Application for Council approval.

Also, the CDO has received a request for proposals from the Channing Bete Company Outreach Grant Program. Under this program four applicants will be awarded $750 in Channing Bete Company publications for use in their educational outreach efforts. The CDO has completed an application and is presenting it for Council approval.

Analysis: The CDO is requesting $50,000 in CSBG Discretionary Funds to operate a Dental Health Care Program for low-income participants in its employment programs. This program is designed to provide dental care for individuals without normal means to obtain such care and who face employment barriers because of the condition and appearance of their teeth. Diagnosis, treatment and preventive dental measures would be provided under the program, which would include tooth replacement, cleaning and general oral hygiene education.

The CDO's Channing Bete Company Outreach Grant Application requests $750 worth of Channing Bete publications on dental health care and oral hygiene. These educational materials will be used for participants in the CDO's Dental Health Care Program and other employment program participants.

Financial Considerations: No general operating funds from the City's budget are obligated by these applications.

Goal Impact: The Dental Health Care Program will promote economic vitality and enhance the quality of life for low-income citizens by improving their access to jobs and increasing satisfaction with their quality of life.

Legal Considerations: The CSBG Review Committee has considered the CSBG Discretionary Funds Application and recommends approval by the City Council.

Recommendation/Action: It is recommended that the City Council approve the 2009 CSBG Discretionary Fund Application and the Channing Bete Company Grant Application, and authorize the necessary signatures.

Attachments: 2009 Community Services Block Grant Discretionary Fund Application summary and the Channing Bete Company Grant Application

Dental Health Care Program Abstract

Career Development Office (CDO) offers basic skills education and work experience as job readiness training services to welfare recipients. In order for clients to compete in this image conscious society, one must be able to present a professional and customer friendly appearance not only at time of interview but also for future promotions. Given the population CDO works with, poor or no work history, limited education and training, poor dental hygiene is one more barrier in the list of obstacles they must overcome. Most upwardly-mobile positions and competitive markets require at the very least someone who is confident in front of others and is selling not only themselves, but the company's product. If the customer identifies with the individual and feels that they are engaging with a responsible and professional person, then they are more likely to purchase services. When a person presents with poor dental hygiene, missing teeth and the lack of self esteem that usually accompanies, the customer is less likely to solicit business from the individual because the perception is, *if they are not able to care for their basic needs how can they to care for my needs*. Employers are aware of this perception and if not consciously, subconsciously remove from their selection process persons with a mouth full of bad teeth. By removing the barrier of poor dental hygiene there is one less obstacle for the person to overcome in not just obtaining employment but the self-sufficiency to better themselves and their family. This proposal hopes to remove or at least lessen the barrier of poor dental hygiene allowing individuals who could not afford this help on their own the opportunity for a greater variety of employment opportunities, higher starting wages, long-term stable employment and the ability for their families to reach self-sufficiency. The City of Wichita Career Development Office is seeking FFY 2009 CSBG Discretionary funding in the amount of $50,000 to purchase dental care for individuals who are in need of diagnosis, treatment and preventive measures, which will include tooth replacement, cleaning and overall oral hygiene care.

Agenda Item No.XII-15.

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: City Buildings and Facilities - Americans with Disabilities Act Compliance (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Resolution.

Background: Many of the City's buildings and facilities do not meet the requirements of the American with Disabilities Act (ADA) and are required by Federal Law to be brought into compliance.

Analysis: In August of 2005 City staff and the consultant Disability Management Consultant Group completed the survey of City property for ADA compliance. This survey resulted in the creation and implementation of the City of Wichita's transition plan for ADA compliance.

Implementation of the City's transition plan will require a wide variety of construction projects throughout the City to meet the requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG). This is a multi-year CIP Project whereby project money is initiated in two year increments.

Financial Considerations: Funding is budgeted in the 2007-2016 Capital Improvement Program (CIP) at $300,000 per year for years 2008 through 2014 and $600,000 per year for years 2015 and 2016 for a total of $3.3 million. Initiation of $600,000 is for years 2009 and 2010 (Project No. 435379, OCA No. 792409).

Goal Impact: Efficient Infrastructure – Maintained and optimized public facilities and assets.

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

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

Attachment: Resolution and CIP Sheet.

792409

First Published in the Wichita Eagle on April 24, 2009

RESOLUTION NO. 09-116

A RESOLUTION AMENDING RESOLUTION NO. R-07-275 OF THE CITY OF WICHITA, KANSAS TO PAY FOR ALL OR A PORTION OF THE COSTS OF CONDUCTING A SURVEY OF EXISTING CITY BUILDINGS AND FACILITIES TO DETERMINE WHAT MODIFICATIONS ARE REQUIRED TO BRING EACH BUILDING AND/OR FACILITY IN COMPLIANCE WITH THE CURRENT ADA ACCESSIBILITY GUIDELINES AND COMPLETE SAID MODIFICATIONS, AND AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE.

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

SECTION 1: Section 1 of Resolution No. R-07-275 is amended to read as follows:

"The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by the City of Wichita Charter Ordinance No. 156, to pay all or a portion of the cost of modifications and constriction to bring City buildings and facilities into compliance with ADA guidelines. The costs of such repair shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed $600,000, exclusive of the cost of interest on borrowed money."

SECTION 2: Section 2 of Resolution No. R-07-725 is hereby rescinded.

SECTION 3: That this Resolution shall take effect and be in force from and after its passage and publication once in the official City Paper.

ADOPTED at Wichita, Kansas, this 21st day of April, 2009.

_____
Carl Brewer, Mayor

ATTEST:

(SEAL)

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E.Rebenstorf, Director of Law

453-379/792409

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	2/3/2009	CITY BUILDINGS AND FACILITIES ADA COMPLIANCE

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC		Date
PB-350402	PROJ. #435379 OCA #792409	2007 - 2016	YES		05/01/2007

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
2009	2016	

12. Project Cost Estimate

ITEM	GO	SA	OTHER	TOTAL
CONSTRUCTION	500,000.00			500,000.00
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Other DESIGN	100,000.00			100,000.00
Totals	600,000.00			600,000.00
Total CIP Amount Budgeted	600,000.00			600,000.00
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

MANY EXISTING CITY BUILDINGS AND FACILITIES DO NOT MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND ARE REQUIRED BY FEDERAL LAW TO BE BROUGHT INTO COMPLIANCE.

13. Recommendation: APPROVE THE PROJECT, ADOPT THE RESOLUTION, AUTHORIZE STAFF TO CONTINUE WITH DESIGN AND CONSTRUCTION, A CONSULTANT TO DESIGN THE BUILDINGS/FACILITIES MODIFICATIONS, AND CONTRACTOR(S) TO EXECUTE THEM; AND AUTHORIZE THE NECESSARY SIGNATURES.

Division Head	Department Head	Budget Officer	City Manager
Edward Mark	Ok M. Ca	Date	Date

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council

SUBJECT: Dissolution of Public Wholesale Water Supply District No. 10

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendations: Approve the dissolution of Public Wholesale Water Supply District No. 10.

Background: In 1988, the City of Wichita joined with fourteen other communities in central Kansas to form Public Wholesale Water District No. 10. The members were the cities of Abilene, Bel Aire, Chapman, Halstead, Hesston, Hutchinson, Lindsborg, Moundridge, Newton, Park City, Salina, Sedgwick, Valley Center, Wichita and the McPherson Board of Public Utilities. The purpose was to seek and obtain a source of water supply that would meet the needs of all of its members.

A variety of potential water sources were reviewed, and the source that seemed best was Milford Reservoir. After the District began to look seriously at using Milford Reservoir, communities in northeast Kansas expressed opposition to the concept. Their opposition to the project eventually led the Legislature to pass the Water Transfer Act.

The Water Transfer Act makes it extremely difficult to move substantial water supplies more than twenty (20) miles, or to move it across a basin boundary. This action forced members of the District to look for other more local water resources and to abandon the water supply plan created for the District. Subsequently, the Integrated Local Water Supply Plan was developed by Wichita, which identified local water supply sources, including the Equus Beds Aquifer Storage and Recovery Project which allows Wichita to meet its water supply needs through the year 2050.

Analysis: Because the District is no longer functioning, it is appropriate to dissolve it and liquidate the assets. If the required three-fourths membership votes to dissolve the District, the City's share would be returned, as well as the shares to other members. The District currently has assets totaling $132,623.76 and based on the initial assessments, the City would receive $44,305.88 (33.33%). Staff recommends the funds be donated to the Regional Economic Area Partnership Water Resource Committee (REAP). REAP serves as a regional conduit of information and education regarding water quality and quantity issues in the South Central Kansas Region. Using the returned monies to help fund REAP would be consistent with some of the original goals of the District.

Financial Considerations: By dissolving the Public Wholesale Water Supply District No. 10, the City will receive $44,305.88.

Goal Impact: This action will ensure efficient utilities, by making investments in activities that promote the long-term viability and quality of water supplies.

Legal Considerations: City Council approval is required for providing the City’s vote to dissolve the District and for approval to donate the funds to REAP. The Resolution to dissolve the District has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Resolution to dissolve Wholesale Public Water Supply District No. 10; 2) approve donating funds returned to the City to the Regional Economic Area Partnership Water Resources Committee; and 3) authorize the necessary signatures.

Attachments: Resolution to dissolve Wholesale Public Water Supply District No. 10.

RESOLUTION NO. 09-117

A RESOLUTION CONSENTING TO THE DISSOLUTION OF PUBLIC WHOLESALE WATER SUPPLY DISTRICT NO. 10

WHEREAS, K.S.A. 19-3545 *et seq.*(the "Act") provides that in order to permit certain public agencies to make the most efficient use of their powers relating to public water supply by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities to provide wholesale water to participating public agencies and to provide for the establishment for such purpose of a quasi-municipal corporation which shall be know as a public wholesale water supply district; and

WHEREAS, certain cities, including the City of Wichita, Kansas (the "City") have heretofore created the Public Wholesale Water Supply District No. 10 (the "District") by executing an agreement dated as of October 7, 1988 (the "Agreement"); and

WHEREAS, it is deemed advisable by the City and certain other member cities which have executed the Agreement that the Agreement be terminated and the District be dissolved; and

WHEREAS, the termination of the Agreement and the dissolution of the District must be approved by resolution of the governing bodies of at least ¾ of the member cities.

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

SECTION 1: The City hereby approves the termination of the Agreement and dissolution of the District.

SECTION 2: This Resolution shall be in force and take effect from and after its adoption.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas on April 21, 2009.

(seal)

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

RESOLUTION NO. 09-120

A RESOLUTION ESTABLISHING THE ORDER OF SUCCESSION AS MAYOR OF THE CITY OF WICHITA, KANSAS, IN THE ABSENCE FROM THE CITY OF THE MAYOR AND THE VICE MAYOR.

WHEREAS, Section 2.04.032 of the City Code provides that the City Council is to designate from the membership thereof, members to serve as Mayor in the absence from the City of the Mayor, Vice Mayor, or other Council Members:

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

SECTION 1. That the order of succession as Mayor of the City of Wichita, Kansas, in the absence therefrom of the Mayor and the Vice Mayor or other Council Member shall be:

Council Member Jeff Longwell
Council Member Paul Gray
Council Member Lavonta Williams
Council Member Janet Miller
Council Member Sue Schlapp

SECTION 2. This Resolution shall be in force and effect after it's due passage.

ADOPTED at Wichita, Kansas, this _____.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law