

REVISED 09-11-2006

REVISED/ADDITIONS:

Item 10d. Street Closure for Public Works

Item 28-Correction on Districts

Item 32a. Moratorium for Rodeos

SEPTMEBER 12 2006 AGENDA REPORTS

Agenda Item No. 9a.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0886

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Water Distribution System in Emerald Bay Estates Addition (west of West Street, north of 21st) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On January 24, 2006, the City Council approved a Petition to construct a water distribution system in Emerald Bay Estates Addition. The developer has submitted a new Petition that expands the improvement district to include additional property that can be served by the waterline. The signatures on the new Petition represent 100% of the improvement district.

Analysis: The project will serve a new residential development located west of West Street, north of 21st Street.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing water service required for new development.

Financial Considerations: The project budget is unchanged.

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

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

Agenda Item No. 10a.

City of Wichita
City Council Meeting
September 12, 2006
Agenda Report No. 06-0887

TO: Mayor and City Council
SUBJECT: Community Events
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Clark Ensz of Run Wichita is coordinating with Department of Park and Recreation and City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Half-Marathon, September 24, 2006 6:00 am – 12:00 pm Sims Park
§ Nims Street, Stackman Drive to Murdock
§ Stackman Drive, Nims Street to Murdock
Please see attached map.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. 10b.

City of Wichita
City Council Meeting
September 12, 2006
Agenda Report No. 06-0888

TO: Mayor and City Council
SUBJECT: Community Events
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, Wichita Research Offices is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2006 – Komen Wichita Race for the Cure, September 30, 2006 7:00 am – 11:00 am
§ Douglas Avenue, Rock Road to Whittier Street not including the intersection of Douglas Avenue and Rock Road.
Please see attached map.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. 10c.

City of Wichita
City Council Meeting
September 12, 2006
Agenda Report No. 06-0889

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Clark Ensz of Run Wichita is coordinating with Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2nd Annual Just About Kids Foundation 5K & 1 Mile Event. October 7, 2006 8:00 am – 10:00 am.

§ 13th Street North from Webb Road to Raytheon Park entrance. East bound, curb side lane.

§ Webb Road from Raytheon Park entrance to 13th Street North. North bound, curb side lane.

Please see attached map.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. 10d,

City of Wichita
City Council Meeting
September 12, 2006
Agenda Report No. 06-0948

TO: Mayor and City Council Members

SUBJECT: Street Closure: 135th Street, from Maple to Central (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closure.

Background: Cornejo and Sons, Inc. have contracted to reconstruct 135th St. West in west Wichita. This project was approved by the City Council on August 1, 2006 and project specifications allowed for a related street closure during the project construction. The existing roadway is an asphalt mat roadway with open ditches. The planned reconstruction will perform milling of the existing surface, mixing with the existing subgrade and lime, grading and compaction of the new subgrade, and the laying of a 24' wide asphalt roadway. The contractor is requesting a five-week closure of this mile section of 135th St. to minimize traffic and related construction safety concerns and reduces the length of time needed for construction. The requested street closure is tentatively scheduled to begin approximately 9:00 a.m. Monday, September 18th and be completed on or before October 23, 2006.

Analysis: The contractor is proposing to accomplish the street reconstruction in two phases with the drainage culvert near the center of the project being the dividing line of the phases. During the reconstruction north of the drainage culvert the neighborhoods east and west of the work area will need to access their area from Central. In a like manner, when the contractor is reconstructing the section south of the drainage culvert the neighborhoods east and west of the work area will need to access their area from Maple. The two residential locations, which only have access to 135th St., will be allowed access through the work area as required. A one or two day total closure of the mile section of 135th St. may be required when the contractor places the final asphalt surface lift and installs pavement striping.

Cornejo and Sons, Inc. are responsible for the placement of the required detour and construction signs and barricades and the notification of area businesses and residents. During the street closure traffic on 135th St. West will be detoured as follows:

Southbound 135th St. traffic will be detoured east on Central to 119th St. West, then south to

Maple, then west to return to 135th St. West.

Northbound 135th St. traffic will be detoured east on Maple to 119th St. West, then north to Central, then west to return to 135th St. West.

Financial Considerations: None.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the street closure.

Agenda Item No. 13.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0891

TO: Mayor and City Council

SUBJECT: Proposed Settlement of Appeal of Water Utility Sales and Use Tax Audit

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve the proposed settlement.

Background: In June and September of 2004, the Kansas Department of Revenue (the “Department”) issued sales and use tax assessments, asserting additional taxes, penalties and interest for various sales and purchases of the Water Utility. The City deposited for each assessment, and appealed through the Informal Conference process. By December 2005, the state had returned approximately \$142,227 to the City, and retained approximately \$256,414. The City took the next level of appeal, to the Kansas Board of Tax Appeals (“BOTA”), seeking further reductions in the assessments.

The City’s greatest substantive complaints in the case were: 1) that the Department was incorrect in blaming City staff for delays preceding the June 2004 assessment, and lacked the power to issue that assessment on an “estimated” basis under the circumstances; 2) that the Department should follow a BOTA ruling from a previous case, exempting electricity and gas purchases at sites outside City Hall; and, 3) that the Department should not impose penalties on the City for its treatment of various internal charges (i.e., Data Center charges) and fees collected by the utility, given that the proper treatment of these items was still undetermined in litigation from a prior audit until early 2004.

In July 2006, the Department of Revenue determined what the dollar impact would be if they discharged the tax from the June 2004 estimated assessment (about \$67,000), allowed exempt treatment of the electricity and gas at sites outside City Hall, and granted penalty relief. On August 22, 2006, the City received an offer from the Department of Revenue’s counsel, proposing to close the case with an additional repayment of \$124,714 to the City, consisting of an \$82,032 reduction in assessed tax, relief from \$20,509 in penalties, and \$22,173 interest on the City’s excess deposit. Because the September 12 agenda was the first available agenda to

bring the offer to the Council, the time for response has been extended through September 12.

Analysis: The proposed settlement appears favorable, particularly given that it includes relief from penalties, which is an issue considerably subject to the discretion of the Department of Revenue. In

September 12, 2006

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addition, the settlement would cut off further litigation risk and expense. The proposal has been reviewed with the Director and key staff of the Water and Sewer Utility, and they concur in the recommendation to accept it.

Financial Considerations: The City's deposits in response to the June and September 2004 assessments totaled \$398,691. With the adjustments to date, and the \$124,714 to be paid following the settlement, the aggregate amount returned to the City would be \$266,991, while the Department of Revenue would retain \$131,700 in satisfaction of tax and interest liabilities from the audit.

Legal Considerations: The Law Department recommends that the settlement be approved. Following approval of the settlement, the Law Department believes the remaining step would be preparation of a Journal Entry for the two pending BOTAs cases relating to the audit, evidencing the overall reductions in the assessments and the partial refund of the City's deposit as the agreed outcome of these cases.

Goal Impact: Internal Perspective. Dealing with tax/audit issues is a normal facet of administration and support of the water utility functions.

Recommendations/Actions: It is recommended the City Council approve the proposed settlement and authorize the Law Department to communicate that action to the Department of Revenue and to negotiate and deliver a suitable Journal Entry reflecting the settlement.

Agenda Item No. 16a.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0892

TO: Mayor and City Council

SUBJECT: Hydrogeologic Investigations for a Horizontal Collector Well – Supplemental Agreement

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 1 with Burns & McDonnell Engineering.

Background: 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's needs through the year 2050. On August 31, 2004, City Council approved a project to expand the Local Wellfield, the use of a design/build project to construct a horizontal collector well and a Contract with Burns & McDonnell Engineering to perform a hydrogeologic study to provide information needed to design a horizontal collector well.

Analysis: The Integrated Local Water Supply Plan includes utilizing several local water supply sources. The Plan recognizes that not all of the potential water sources will be available for use at the same time and that combinations of sources will be required to meet the City's water supply needs. The Plan includes the construction of additional wells adjacent to the Little Arkansas River to capture above-base flow water from the river and treat it at the water treatment plant. The main components of the concept design include the construction of several horizontal collector wells with pump houses located adjacent to the floodway.

The Engineering Services Contract with Burns & McDonnell was to do a test well that could be used to provide information for the design and construction of the first horizontal collector well. Information collected from the test well indicated that the site selected would not be appropriate for a horizontal collector well. Staff and the engineers believe it prudent to do additional test drillings in the selected area to determine whether the first site is representative of the other potential well sites, or if hydrogeologic conditions are more favorable at other locations.

Information will be used to decide if other sites would be appropriate for collector wells, or if alternative water collection methods should be evaluated.

Financial Considerations: The cost for the drilling and evaluation of four bore holes will not exceed \$31,384. Funding for this project is included in CIP W-549, Water Supply Plan, which has available funding of over \$25 million for 2006. The Supplement Agreement includes the cost to drill and evaluate four additional test borings. It does not include test pumping.

Goal Impact: Ensure efficient infrastructure by providing reliable, compliant and secure utilities. This project will help ensure that the City's water supply needs are met.

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

Recommendations/Actions: It is recommended that the City Council approve the Supplemental

Agenda Item No. 16b.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 6-0894

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Evergreen Addition (north of 21st Street North, west of Maize) (District V)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowners, Socora Village Company and GMRI, Inc., have submitted an Agreement to respread special assessments within Evergreen Addition.

Analysis: The land was originally included in an improvement district for a sanitary sewer lateral and a water distribution project. The purpose of the Agreement is to eliminate special assessments on one parcel as part of the agreement of sale.

Financial Considerations: There is no cost to the City.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

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

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

Agenda Item No.16c.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0895

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Water Line along Hoover, north of Zoo Boulevard (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On June 28, 2002, the City entered into an Agreement with TranSystems for designing a water line along Hoover, north of Zoo Boulevard.. The fee was \$9,800. On December 13, 2005, the City Council approved Supplemental No. 1 because the Wichita Water Department requested a revision to the line size along Hoover north from 21st Street. The fee was \$6,100.

Analysis: TranSystems designed a 36” and 20” water line to serve the area along Hoover, north of Zoo Boulevard. The line was to connect to an existing 36” line installed as part of another project. The record information for the existing 36” line was unclear and different from the pipe and fittings installed. Transystems was asked to perform additional design to revise their project plans to be able to utilize the existing 36” water line. The proposed Supplemental Agreement provides for the additional design services.

Financial Considerations: Payment to TranSystems will be on a lump sum basis of \$1,000, and will be paid by special assessments and Water Utility.

Goal Impact: This project addressed the Efficient Infrastructure goal by extending water service to existing and future development.

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

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

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JUNE 28, 2002

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

TRANSYSTEMS CORPORATION

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated June 28, 2002) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to WATER DISTRIBUTION SYSTEM NO. 448 89674 (Hoover, north of Zoo Boulevard).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

WATER DISTRIBUTION SYSTEM NO. 448 89674

(redesign the west tie-in location of the 36" water line at 21st & Zoo Boulevard and re-station the 36" line along 21st Street North)

(Project No. 448 89674, OCA No. 735067)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

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

448 89674 \$1,000.00

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2006.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

TRANSYSTEMS CORPORATION

(Name and Title)

ATTEST:

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JUNE 28, 2002

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

TRANSYSTEMS CORPORATION

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated June 28, 2002) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to WATER DISTRIBUTION SYSTEM NO. 448 89674 (Hoover, north of Zoo Boulevard).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

WATER DISTRIBUTION SYSTEM NO. 448 89674

(redesign the west tie-in location of the 36" water line at 21st & Zoo Boulevard and
and re-station the 36" line along 21st Street North)

(Project No. 448 89674, OCA No. 735067)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

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

448 89674 \$1,000.00

D. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2006.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

TRANSYSTEMS CORPORATION

(Name and Title)

ATTEST:

Agenda Item No.16d.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0896

TO: Mayor and City Council Members

SUBJECT: Agreement with the Kansas Department of Transportation to Install Ramp Highway Lighting along K-254 (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The Kansas Department of Transportation (KDOT) intends to install ramp highway lighting at K-254 and 45th Street/Hillside Street interchange; K-254 and Oliver Street interchange; and K-254 and Woodlawn interchange. Because a section of K-254 is located within the city limits and because the operation and maintenance of K-254 and other federal and state highway connecting links are covered by another agreement between the State and City, it is necessary for the City and KDOT to enter into an agreement for this construction project.

Analysis: The Agreement authorizes the work to be done within the city limits. It contains a provision whereby the City and KDOT shall mutually agree on how traffic will be handled during construction. K-254 traffic and access through local streets is maintained.

Financial Considerations: There is no cost to the City associated with this Agreement.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing needed lighting of a major highway in north Wichita.

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

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

Agenda Item No.17a.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0897

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Sierra Hills Addition (east of 127th Street East, north of Pawnee) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water, sanitary sewer and paving improvements in Sierra Hills Addition on June 27, 2006.

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

Financial Considerations: Payment to R&B will be on a lump sum basis of \$49,950 and will be paid by special assessments.

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

Legal Considerations: The Agreement has been approved as to form by the Law Department.
Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

SIERRA HILLS ADDITION

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90203 serving Lots 18 through 23, Block 2; Lots 1 through 7, Block 3; Lots 2 through 13, Block 4; Lots 59 through 73, Block 5, Sierra Hills Addition (east of 127th Street East, north of Pawnee) (Project No. 448 90203).

LATERAL 344, FOUR MILE CREEK SEWER serving Lots 61 through 73, Block 5; Lots 1 through 7, Block 3, Sierra Hills Addition (east of 127th Street East, north of Pawnee) (Project No. 468 83584).

MT. VERNON from the east line of the Sierra Hills Addition to the west line of (Lot 18, Block 2) and to the north line of the Sierra Hills Addition; TRIPLE CROWN from the south line of (Lot 13, Block 4) to the north line of (Lot 12, Block 4); and MT. VERNON COURT to and including the cul-de-sac (Lot 65 through 73, Block 5) and sidewalks to be constructed on one side of all through, non cul-de-sac streets (east of 127th Street East, north of Pawnee) (Project No. 472 84423).

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

I. SCOPE OF SERVICES

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

II. IN ADDITION, THE ENGINEER AGREES

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

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

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

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

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

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

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

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

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

additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

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

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

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

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

III. THE CITY AGREES:

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

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

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

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

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by

this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

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

IV. PAYMENT PROVISIONS

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

Project No. 448 90203	\$ 5,000.00
Project No. 468 83584	\$ 7,300.00
Project No. 472 84423	\$33,650.00
TOTAL	\$45,950.00

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

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

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

V. THE PARTIES HERETO MUTUALLY AGREE:

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

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

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

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

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

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

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

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

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

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

A. PHASE I – PLAN DEVELOPMENT

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

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY's Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER's contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text

fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by October 1, 2006. (Project No. 448 90203).

b. Plan Development for the sewer improvements by October 1, 2006. (Project No. 468 83584).

Plan Development for the paving improvements by October 1, 2006. (Project No. 472 84423).

Agenda Item No.17b.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0898

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Auburn Hills Commercial 4th Addition (east of 135th Street West, south of Maple) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water and drainage improvements in Auburn Hills Commercial 4th Addition on November 1, 2005.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of water and drainage in Auburn Hills Commercial 4th Addition. Per Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$25,700 and will be paid by special assessments.

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

Legal Considerations: The Agreement has been approved as to form by the Law Department.
Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

AUBURN HILLS COMMERCIAL 4TH ADDITION

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90138 serving Lot 1, Block 1, Auburn Hills Commercial 4th Addition (east of 135th Street West, south of Maple) (Project No. 448 90138).
STORM WATER DRAIN NO. 279 serving Lot 1, Block 1, Auburn Hills Commercial 4th Addition (east of 135th Street West, south of Maple) (Project No. 468 84108).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Auburn Hills Commercial 4th Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

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

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

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

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

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

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

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

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

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

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

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

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

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

III. THE CITY AGREES:

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

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

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

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

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

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

IV. PAYMENT PROVISIONS

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

Project No. 448 90138 \$ 2,500.00

Project No. 468 84108 \$23,200.00
TOTAL \$25,700.00

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

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

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

V. THE PARTIES HERETO MUTUALLY AGREE:

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

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

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

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

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

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

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

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

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the

format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

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

A. PHASE I – PLAN DEVELOPMENT

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

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction.

Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company.

ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

a. Plan Development for the water improvements by 120 days from notice to proceed. (Project No. 448 90138).

b. Plan Development for the storm water improvements by 120 days from notice to proceed. (Project No. 468 84108).

Agenda Item No.17c.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0899

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Government Addition (Grove from 63rd St. South to 1,350' south of 63rd St. South (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the paving improvements in Government Addition on August 22, 2006.

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

Financial Considerations: Payment to Certified will be on a lump sum basis of \$20,850 and will be paid by special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving vehicular access to an industrial area.

Legal Considerations: The Agreement has been approved as to form by the Law Department.
Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

CERTIFIED ENGINEERING DESIGN, P.A.

for

GOVERNMENT ADDITION

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and CERTIFIED ENGINEERING DESIGN, P.A., party of the second part, hereinafter called the "ENGINEER". WITNESSETH: That WHEREAS, the CITY intends to construct;

GROVE STREET from 63rd Street South to 1,350' south of 63rd Street South (Project No. 472 84438).

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

I. SCOPE OF SERVICES

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

II. IN ADDITION, THE ENGINEER AGREES

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

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

Further, a comprehensive general liability policy shall be procured and maintained by the

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

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

III. THE CITY AGREES:

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

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

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

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

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

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

PAYMENT PROVISIONS

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

Project No. 472 84438 \$20,850.00

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

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

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

IV. THE PARTIES HERETO MUTUALLY AGREE:

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

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

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

CERTIFIED ENGINEERING DESIGN, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

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

A. PHASE I – PLAN DEVELOPMENT

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

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.

2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.

3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.

4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company.

ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the paving improvements by _____.
(Project No. 472 84438).

Agenda Item No 18.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0900

TO: Mayor and City Council Members
SUBJECT: Nuisance Abatement Assessments (All Districts)
INITIATED BY: Department of Environmental Services
AGENDA: Consent

Recommendation: Approve the assessments and ordinances.

Background: The Department of Environmental Services supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean up or mow private property that is in violation of environmental standards after proper notification of the responsible party. A private contractor performs the work, and Environmental Services bills the cost to the property owner.

Analysis: State law and city ordinances allow placement of the cleanup and mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and Environmental Services is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement and mowing contractors are paid through budgeted appropriations from the City's General Fund. Placement of special assessments provides for reimbursement of these expenditures to the City. Nuisance abatements to be placed on special assessment total \$52,263.71, weed mowing charges total \$50,264.36.

Goal Impact: Dynamic Core Area and vibrant Neighborhoods

Legal Considerations: These assessments are in accordance with Chapter 7.40.050 and 7.40.060 of the City Code.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List – Special Assessment

Weed Mowing:

Description Of Physical Location	Amount	District #
O/H @ 1038 W. 53rd N	\$ 111.64	6
O/H N of 2390 N. Hood	111.64	6
V/H @ 1708 N. Erie	111.64	1
V/H @ 1718 N. Green	111.64	1
V/L between 1442 & 1430 N. Lorraine	111.64	1
V/H @ 1325 N. Kansas	111.64	1
V/H @ 1201 N. Green	111.64	1
V/L S of 1153 N. Estelle	111.64	1
O/H @ 1050 N. Volutsia	111.64	1
V/L N of 1223 N. Volutsia	111.64	1
V/H @ 1207 N. Chautauqua	111.64	1
V/H @ 1309 N. Indiana	111.64	1
RR row N of 330 N. Athenian SE to 2nd & Glenn	160.00	4
V/Duplex @ 1727 E. 1ST	111.64	1
V/ Duplex @ 4724 E. Gilbert	111.64	3
V/H @ 3101 N. Mascot	111.64	6
V/L W of 318 W. Morris	111.64	1
V/L N & W behind 3155 S. Broadway	111.64	3
V/H @ 3315 S. Waco	111.64	3
V/H @ 3209 W. 27th S.	111.64	4
V/L S of 2221 N. Kansas	111.64	1
V/H @ 1807 E. 24th	111.64	1
O/H @ 613 North Court	111.64	6
V/H @ 3187 S. Davidson	111.64	3
V/H @ 2453 S. Holyoke Ct	111.64	3
V/H @ 2649 N. Spruce	111.64	1
V/L S of 8710 E. 32nd N. / 2nd N of 3122 N. Cypress	299.00	2
V/L behind 404 N. Young	111.64	6
V/L SE cor Pawnee & Roseberry	111.64	3
V/Bldg @ 1313 W. 55th S	111.64	4
V/L across from 747-749 S. Custer	118.00	4
V/L between 1820 & 1900 S. Lark	111.64	4
V/L across from (N of) 129 W. Burnett	111.64	6
V/H @ 520 W. Clark	111.64	4
O/Bldg @ 3501 N. Broadway	111.64	6
V/H @ 11811 W. Nantucket	111.64	5
V/H @ 2307 N. Hillside	111.64	1
V/L SW cor Spruce & Shadybrook	111.64	1
V/L N of 1336 N. Chautauqua	111.64	1
V/L behind (W of) 1303 N. Poplar	111.64	1
V/L 2 S of 1311 S. Emporia	111.64	1

V/H @ 1430 S. St Francis 111.64 1
 V/H @ 2659 S. Fees 111.64 3
 V/L N of 2992 S. Clifton 111.64 3
 O/H @ 2802 N. Park Place 111.64 6
 V/L @ SW cor 19th & Hydraulic 111.64 1
 V/L S of 1924 N. Hydraulic 118.00 1
 V/L between 1443 & 1453 N. Erie 111.64 1
 V/H @ 1433 N. Estelle 111.64 1
 V/L S of 526 N. Poplar 111.64 1
 V/H @ 554 N. Estelle 111.64 1
 O/H @ 651 N. Estelle 111.64 1
 V/H @ 618 N. Erie 111.64 1
 V/Duplex @ 1312 N. Wabash 111.64 1
 V/H @ 1309 N. Wabash 111.64 1
 V/L N of 1302 N. Wabash 111.64 1
 V/H @ 914 N. Ohio 111.64 1
 V/L N of 935 N. Ohio 111.64 1
 V/L SW cor 10th & Ohio 111.64 1
 V/L between 1103 & 1109 N. Ohio 111.64 1
 V/H @ 1014 N. Indiana 111.64 1
 V/H @ 620 N. Cleveland 111.64 1
 V/H @ 2130 S. Water 111.64 3
 V/H between 1926 & 1940 S. Water 111.64 3
 V/H @ 2811 N. Tyler Rd 111.64 5
 O/H @ 1367 N. Morgantown Ave 111.64 5
 O/H @ 1333 N. Dunsworth 111.64 5
 O/H @ 1324 N. Brunswick Ct 111.64 5
 V/H @ 1206 N. Dunsworth 111.64 5
 O/H @ 442 N. Acadia 111.64 5
 V/H S of 721 N. Bebe 111.64 6
 O/H @ 2211 W. 25th N 111.64 6
 O/H @ 948 N. Terrace 111.64 1
 O/H @ 1143 N. Terrace 111.64 1
 O/H @ 1232 N. Terrace 111.64 1
 O/H @ 1348 N. Terrace 111.64 1
 V/L SW cor 12th & Minnesota 111.64 1
 V/L behind (W of) 1349 N. Minnesota 111.64 1
 V/L N of 928 N. Ohio 111.64 1
 V/H @ 1132 N. Cleveland 111.64 1
 V/L E of 1405 E. 9th 111.64 1
 V/H N of 1108 N. Mathewson 111.64 1
 V/L Btwn 1026 & 1036 S. Wichita 111.64 1
 O/H @ 1335 S. Water 111.64 1
 V/H @ 841 W. Hendryx 111.64 4
 V/H @ 1712 S. Fern 111.64 4

O/H @ 1805 S. Hiram 111.64 4
 O/H @ 2127 S. St Francis 111.64 3
 V/H @ 2650 S. Santa Fe 111.64 3
 O/H @ 4633 S. Laclede 111.64 4
 V/H @ 4533 S. Charles 111.64 4
 V/L behind 14102 & 14106 E. Twinlake 111.64 2
 V/L SW cor Maple & Herschel 111.64 5
 V/H @ 10617 W. Haskell 111.64 5
 O/H @ 3242 N. Brookfield 111.64 1
 V/L NE cor 32nd & Arkansas 118.00 6
 V/L NW cor 27th & Wellington Place 111.64 6
 V/L W of 130 E. Burnett 118.00 6
 V/H S of 1753 N. Arkansas 111.64 6
 V/H @ 2133 N. Minnesota 111.64 1
 O/H @ 1922 N. Minnesota 111.64 1
 V/L S of 1638 N. Kansas 111.64 1
 V/H @ 1612 N. Kansas 111.64 1
 O/H @ 1602 N. Kansas 111.64 1
 V/L NW cor 15th & Kansas 111.64 1
 V/L S of 1235 N. Ash 111.64 1
 V/H @ 515 N. Poplar 111.64 1
 V/L S of 714 N. Cleveland 111.64 1
 V/L S of 1019 N. Cleveland 111.64 1
 V/H @ 1207 N. Hydraulic 111.64 1
 V/L between 1221 & 1225 N. Ohio 111.64 1
 V/L S of 1247 N. Wabash 111.64 1
 V/H @ 1140 N. Indiana 111.64 1
 V/H @ 1011 N. Indiana 111.64 1
 V/L between 841 & 835 N. Wabash 111.64 1
 O/H @ 832 N. Wabash 111.64 1
 V/H @ 3805 E. Longview 111.64 3
 O/H @ 4300 E. Kinkaid 111.64 3
 V/H @ 7721 E. Morris 111.64 2
 O/H @ 3115 E. Range Road 111.64 3
 V/H @ 1214 E. 31st S 111.64 3
 V/Bldg @ 9609 E. Kellogg 118.00 2
 V/L NW cor 21st & 119th W 226.00 5
 O/H @ 3845 N. Arkansas 111.64 6
 V/L Btwn 3516 & 3544 N. Fairview 111.64 6
 O/H @ 5109 E. 27th N 111.64 1
 V/L SE cor 23rd N. & Poplar 111.64 1
 O/H @ 2345 N. Hood 111.64 6
 O/H @ 2394 N. Hood 111.64 6
 O/H @ SW cor 18th & Jeanette 111.64 6
 V/L SE cor 21st & Arkansas 118.00 6

V/H @ 2320 N. Volutsia	111.64	1
V/L N of 1601 N. Estelle	111.64	1
O/H @ 803 N. Terrace	111.64	1
V/H @ 1028 N. Spruce	111.64	1
V/H @ 1129 N. Spruce	111.64	1
V/H @ 1155 N. Spruce	111.64	1
V/H @ 1110 N. Madison	111.64	1
V/H @ 1243 N. Madison	111.64	1
V/H @ 1325 N. Kansas	118.00	1
V/L Btwn 2631 & 2621 E. 9th	111.64	1
V/H @ 4953 E. Morris	111.64	3
V/L N of 1212 S. St Francis	111.64	1
O/H @ 2277 S. Grove	111.64	3
O/H @ 827 W. 35th N	111.64	6
V/L Btwn 9027 Meadow Park Ct & 2915 N. Keith Ct	118.00	5
O/H @ 11811 W. Nantucket	111.64	5
V/H @ 430 N. Tracy	111.64	4
V/H @ 3811 W. Taft	111.64	4
V/L N of 1706 N. Green	111.64	1
O/H @ 1605 N. Waco	111.64	6
V/L S of 1437 N. Madison	111.64	1
V/L Btwn 1726 & 1738 N. Lorraine	111.64	1
V/L S of 1442 N. Lorraine	111.64	1
V/L N of 1301 N. Piatt	111.64	1
V/L SW cor 12th & Piatt	111.64	1
V/Fourplex across from (East of) 1 229 N. Piatt	111.64	1
V/L Btwn 1133 & 1157 N. Piatt	111.64	1
O/H @ 1201 N. Green	111.64	1
V/L S of SE cor 12th & Chautauqua	111.64	1
V/L 2 S of SE cor 12th & Chautauqua	111.64	1
V/H @ 1207 N. Chautauqua	111.64	1
V/H @ 249 N. Grove	111.64	1
V/H @ 2033 S. Wichita	111.64	3
V/L Behind 2559 S. Seneca	264.00	4
O/H @ 7815 E. Gilbert	111.64	3
V/L W of 7938, 7942, 7948 Meadow Park Cir	452.00	5
V/H @ 1569 N. Melrose Ln	111.64	5
V/H @ 2652 N. Fairmount	111.64	1
O/H @ 2922 N. Salina	118.00	6
V/L NW cor 16th & Topeka	111.64	6
V/L Btwn 3022 & 3034 E. Maplewood	111.64	1
V/H @ 2843 E. Stadium	111.64	1
V/H @ 2635 E. Stadium	111.64	1
V/L W of 2602 E. Stadium	111.64	1
V/H @ 2402 E. 20th	111.64	1

V/L Btwn 2423 & 2509 E. Stadium 111.64 1
V/L N of 1914 N. Lorraine 111.64 1
V/H @ 2016 N. Green 111.64 1
V/L N of 2027 N. Estelle 111.64 1
V/H @ 1933 N. Erie 111.64 1
O/H @ 1954 N. Ash 111.64 1
V/H @ 802 N. Terrace 111.64 1
V/H @ 227 N. Fern 111.64 4
O/H S of 752 S. Pinecrest 111.64 3
V/H @ 6015 E. Gilbert 111.64 3
V/L S of 902 S. St Francis 111.64 1
V/L N of 1217 S. St Francis 111.64 1
V/H @ 1117 S. Main 111.64 1
V/L S of 1312 S. Glenn 111.64 4
RR row Gordon & Irving SW to across from 1316 S St Paul 190.00 4
V/H @ 1836 S. St Clair 111.64 4
V/L SE cor Palisade & Funston 111.64 4
V/L E of SE cor Palisade & Funston 111.64 4
V/L SE cor St Paul & Anita 111.64 4
V/H @ 2112 S. Topeka 111.64 3
O/H @ 2137 S. Emporia 111.64 3
O/H @ 2127 S. Spruce 111.64 3
V/H @ 2120 S. Green Acres 111.64 3
V/L S of 3105 S. Clifton 111.64 3
V/L SW cor Zelta & Waterman 111.64 2
V/L W of 428 N. Lancaster 111.64 2
V/L 2 W of 428 N. Lancaster 111.64 2
V/L 3 W of 428 N. Lancaster 111.64 2
V/L S & E of 8710 E. 32nd N 111.64 2
V/L Across (S of) 8710 E. 32nd N 122.00 2
V/L S of 8650 E. 32nd N 133.00 2
V/H @ 3611 N. Hazelwood 111.64 5
O/H @ 1650 N. Brunswick 111.64 5
V/H @ 2062 N. Bullinger Ct 111.64 6
O/H @ 540 N. Anna 111.64 6
V/H @ 352 S. Sheridan 111.64 4
V/L Btwn 532 & 540 S. All Hallows 111.64 4
V/H Btwn 549 & 603 S. Kessler 111.64 4
V/L SW cor Meridian & Merton 111.64 4
RR row (V/L) across from 1900 blk S. Gordon 111.64 4
O/H @ 1508 N. St Clair 111.64 6
V/L S of 2632 N. Madison 111.64 1
V/L N of 2638 N. Estelle 111.64 1
V/H @ 2626 N. Estelle 111.64 1
V/H @ 1502 E. 16th N 111.64 1

V/L SW cor 16th & Poplar	111.64	1
V/H 2 N of 1706 N. Green	111.64	1
V/H @ 1748 N. Estelle	111.64	1
O/H @ 1552 N. Estelle	111.64	1
V/L N of 1522 N. Estelle	111.64	1
V/L N of 1446 N. Estelle	111.64	1
V/L 2 S of 1446 N. Estelle	111.64	1
V/H @ 1504 N. Erie	111.64	1
V/H @ 1511 N. Chautauqua	111.64	1
V/H @ 1701 N. Lorraine	111.64	1
V/L S of 1614 N. Lorraine	111.64	1
V/H @ 1445 N. Lorraine	111.64	1
V/L S of 1428 N. Lorraine	111.64	1
V/L SW cor 16th & Minnesota	111.64	1
V/L 2 S of 1924 N. Hydraulic	111.64	1
V/L S of 1924 N. Hydraulic	111.64	1
2 V/Bldgs & V/L behind 2011 E. 21st		118.00 1
V/H @ 2612 E. 13th	111.64	1
V/H @ 1456 N. Piatt	111.64	1
V/L N of 1446 N. Piatt	111.64	1
V/L 2 N of 1532 N. Ash	111.64	1
V/L S of 1642 N. Ash	111.64	1
V/L SE cor 17th & Ash	111.64	1
V/L 2 N of 1702 N. Madison	111.64	1
V/L 2 S of 1527 N. Madison	111.64	1
V/H @ 1055 N. Poplar	111.64	1
V/H @ 1102 N. Poplar	111.64	1
V/L Btwn 1131 & 1137 N. Poplar	111.64	1
V/L N of 1142 N. Poplar	111.64	1
V/H @ 1228 N. Poplar	111.64	1
V/H @ 1331 N. Green	111.64	1
V/H @ 1238 N. Green	111.64	1
V/H @ 1258 N. Green	111.64	1
V/L Btwn 1258 & 1244 N. Green	111.64	1
V/L Btwn 1245 & 1237 N. Green	111.64	1
V/H @ 1147 N. Green	111.64	1
V/L S of 1146 N. Green	111.64	1
V/H @ 1055 N. Green	111.64	1
V/H @ 1025 N. Estelle	111.64	1
V/L SE cor 11th & Estelle	111.64	1
V/L NE cor 11 th & Estelle	111.64	1
V/H @ 1222 N. Erie	111.64	1
V/L S of 1227 N. Erie	111.64	1
V/H @ 1322 N. Chautauqua	111.64	1
V/H @ 1335 N. Lorraine	111.64	1

V/H @ 2715 E. 13th 111.64 1
 V/L S of 706 N. Piatt 111.64 1
 V/L NW cor 8th & Washington 111.64 6
 V/L SE cor Topeka & Pine 111.64 6
 V/L SW cor Emporia & Pine 111.64 6
 V/Bldg @ 601 N. Emporia 111.64 6
 V/H @ 1237 N. Mathewson 111.64 1
 V/H S of 1237 N. Mathewson 111.64 1
 V/H @ 212 N. Madison 111.64 1
 O/H @ 851 S. Volutsia 111.64 1
 V/L S of SE cor Harry & Santa Fe 111.64 3
 V/L N of 1538 S. Emporia 111.64 3
 V/L SW cor Orient Blvd & Everett 111.64 4
 V/H @ 2201 S. Hiram 111.64 4
 V/H @ 1958 S. Wichita 111.64 3
 O/H @ 1732 S. Volutsia 111.64 3
 V/L N & E of 2600 S. Vassar Ct 111.64 3
 V/H Btwn 3369 & 3377 E. Roseberry Ct 111.64 3
 V/H @ 1127 E. Tulsa 111.64 3
 V/H @ 5518 S. Charles 111.64 4
 V/Bldg @ 1313 W. 55th S 111.64 4
 V/L 2 E of SE cor Mac Arthur & Laura 118.00 3
 V/L E of SE cor Mac Arthur & Laura 118.00 3
 V/L SE cor Mac Arthur & Laura 133.00 3
 O/H @ 340 S. Zelta 111.64 2
 V/L Btwn 12021 & 12127 E. Kellogg 152.00 2
 V/L Btwn 8201 & 8209 E. Old Mill 111.64 2
 V/L NE cor 45th N. & Rock Road 170.00 2
 V/L Btwn 3329 & 3337 Northshore Cir 111.64 5
 V/L S of SW cor 21st N. & 119th W 148.00 5
 V/L N of 1421 N. West 111.64 6
 V/L 2 N of 1421 N. West 161.00 6
 V/L E of 1408 & 1410 N. Sabin 118.00 6
 V/L E of 1402 & 1406 N. Sabin 118.00 6
 V/L W of 4100 W. 13th 111.64 6
 O/H @ 801 N. Westridge 111.64 6
 V/L SE cor 13th & Doris 111.64 6
 V/L S of 1312 N. Doris 111.64 6
 V/L E of 1320 N. Doris 111.64 6
 V/L E of 1316 N. Doris 111.64 6
 V/L E of 1312 N. Doris 111.64 6
 V/L E of 1308 N. Doris 111.64 6
 O/H @ 8823 W. Warren 111.64 5
 V/H @ 555 N. Bebe 111.64 4
 V/H @ 517 N. Bebe 111.64 4

V/L S of 3455 N. Wellington Place 111.64 6
 V/H @ 3455 N. Wellington Place 111.64 6
 V/H @ 2559 N. Minneapolis 111.64 1
 V/L N of 2601 N. Hillside 118.00 1
 V/L SW cor 19th & Hydraulic 548.00 1
 V/L S of SW cor 19th & Hydraulic 118.00 1
 V/L SW cor Shadybrook & Erie 111.64 1
 V/L N of 2021 N. Grove 111.64 1
 V/H @ 1513 N. Grove 111.64 1
 V/L N of 1425 N. Grove 111.64 1
 V/H @ 1607 N. Oliver 111.64 1
 V/L NW cor 10th & Wabash 111.64 1
 V/H @ 1132 N. Grove 111.64 1
 V/L S of 1032 N. Grove 111.64 1
 V/L N of 539 N. Madison 111.64 1
 V/H @ 621 N. Grove 111.64 1
 V/L S of 526 N. Poplar 111.64 1
 V/L SW cor 12th & Minnesota 111.64 1
 V/L E of 1223 N. Volutsia 111.64 1
 V/L S of 1258 N. Volutsia 111.64 1
 V/L S of 1311 N. Estelle 111.64 1
 V/H @ 916 W. Maple 111.64 4
 V/L Btwn 225 & 237 N. Spruce 111.64 1
 O/H @ 337 N. Spruce 111.64 1
 O/H @ 3224 E. 1st 111.64 2
 V/L 2 E of 3231 E. 1st 111.64 2
 O/H @ 3222 E. English 111.64 2
 O/H @ 523 S. Chautauqua 111.64 1
 O/H @ 553 S. Chautauqua 111.64 1
 O/H @ 1135 S. Hydraulic 111.64 1
 V/L N of 1212 S. St Francis 111.64 1
 O/H @ 1320 S. Pattie 111.64 1
 V/L E of 755 W. Hendryx 111.64 4
 V/H @ 744 W. Hendryx 111.64 4
 O/H Btwn 1834 & 1822 S. Santa Fe 111.64 3
 O/H @ 2117 S. Topeka 111.64 3
 O/H @ 2502 E. Stafford 111.64 3
 V/H @ 1857 S. Bleckley 111.64 3
 V/H @ 1413 W. Calvert 111.64 4
 V/L S of 3500 S. Meridian 123.00 4
 V/H @ 3315 S. Waco 111.64 3
 RR row along 2600 & 2700 S. West 168.00 4
 V/H @ 2811 N. Tyler 111.64 6
 V/L SE 2nd & cor Baehr 111.64 4
 V/L S of 3320 N. Market 111.64 6

V/H N of 3125 N. Mascot 111.64 6
 O/H @ 3101 N. Mascot 111.64 6
 V/H @ 2302 N. Fairview 111.64 6
 V/H @ 2141 N. Waco 111.64 6
 O/H @ 2034 N. Market 111.64 6
 V/L S of 1539 N. Emporia 111.64 6
 V/L S of 1442 N. Lorraine 111.64 1
 V/L Btwn 2021 & 2031 N. Minneapolis 111.64 1
 V/H @ 1938 N. Kansas 111.64 1
 V/L SW cor Spruce & Shadybrook 111.64 1
 V/L SE cor Cleveland & Elm 111.64 1
 O/H @ 323 N. Madison 111.64 1
 V/L Btwn 409 & 421 N. Erie 111.64 1
 V/L N of 1808 S. Broadway 111.64 3
 O/H @ 2118 S. Topeka 111.64 3
 V/L Btwn 1812 & 1822 S. Spruce 111.64 3
 O/H @ 2122 S. Pershing 111.64 3
 V/Duplex @ 3250 S. Exposition 111.64 4
 O/H @ 5464 S. Stoneborough CT 111.64 4
 V/H @ 1851 N. Peckham CT 111.64 2
 V/L N Side of Kellogg between Seville & Byron 265.00 4
 V/L between 2844 & 2838 N. Arkansas 111.64 6
 V/H @ 3730 N. Salina 111.64 6
 V/building @ 3501 N. Broadway 111.64 6
 O/H @ 2401 N. Poplar 111.64 1
 V/L SW cor 23rd & Poplar 111.64 1
 V/L W of 130 E. Burnett 111.64 6
 V/L SE cor 21ST & Arkansas 118.00 6
 V/H @ 1451 N. Broadview 111.64 1
 V/H across from 1028 N. Spruce 111.64 1
 V/H @ 1155 N. Spruce 111.64 1
 V/H @ 1312 N. Spruce 111.64 1
 V/H @ 1239 N. Piatt 111.64 1
 V/L Behind 1349 N. Minnesota 111.64 1
 V/H @ 1308 N. Minneapolis 111.64 1
 V/L S of 1235 N. Ash 111.64 1
 V/L between 1209 & 1217 N. Ash 111.64 1
 V/L W of 2528 E. Mossman 111.64 1
 O/Duplex @ 2717 E. 10th 111.64 1
 V/L NE cor 8th & Mosley 111.64 1
 V/H @ 1012 N Indiana 111.64 1
 V/H N of 1319 N. Indiana 111.64 1
 V/L N of 1324 N. Indiana 111.64 1
 V/L 2 N of 1324 N. Indiana 111.64 1
 V/L 3 S of 1356 N. Indiana 111.64 1

V/L 2 S of 1356 N Indiana	111.64	1
V/L S of 1225 N. Ohio	111.64	1
V/L between 1103 & 1109 N. Ohio	111.64	1
V/H @ 1102 N. Ohio	111.64	1
V/L SW cor 10TH & Ohio	111.64	1
V/L N of 935 N. Ohio	111.64	1
V/L N of 928 N. Ohio	111.64	1
V/H @ 914 N. Ohio	111.64	1
V/L Btwn 841 & 835 N. Wabash	111.64	1
V/L S of 1144 N. Wabash	111.64	1
V/L S of 1247 N. Wabash	111.64	1
O/H @ 1302 N. Wabash	111.64	1
V/L N of 1302 N. Wabash	111.64	1
O/H @ 1149 N. Market	111.64	6
V/H @ 138 S. Sedgwick	111.64	4
O/H @ 207 N. Spruce	111.64	1
O/H @ 236 S. Laura	111.64	1
V/L SE cor Green & Douglas	111.64	1
V/H @ 553 S. Lightner	111.64	2
O/H @ 643 S. Rutan	111.64	2
O/H @ 538 S. Lulu	111.64	1
O/H W of 1315 E. Orme	111.64	1
O/H @ 2052 S. Washington	111.64	3
V/H between 2317 & 2327 S. Washington	111.64	3
V/L SW cor Mosley & Funston	111.64	1
O/H @ 2063 S. Poplar	111.64	3
V/H @ 3303 S. Richmond	111.64	4
V/H @ 3520 W. 44th S	111.64	4
V/H @ 2875 S. Mosley	111.64	3
V/L 2 N of 1502 E. Berkeley	111.64	3
O/H @ 4841 S. Minneapolis	111.64	3
O/H @ 1833 E. 50th S	111.64	3
TOTAL	\$50,264.36	

Lot Clean Up:

2632 N. Chautauqua	\$	549.25	1
2514 E. Stadium		749.80	1
1450 N. Green		732.22	1
1954 N. Ash		535.27	1
2020 N. Estelle		1,014.76	1
1440 N. Fountain		336.30	1
1138 N. Cleveland		1,495.47	1
1322 N. Chautauqua		770.49	1
Vacant Lot South of 1446 N. Estelle		601.34	1

1557 N. Volutsia	599.10	1	
1228 N. Poplar	938.63	1	
341 N. Cleveland	1,509.30	1	
Vacant Lot North of 1240 N. Mathewson	864.38	1	
1118 S. Water	942.71	1	
Vacant Lot North of 1652 N. Volutsia	1,274.12	1	
1155 N. Spruce	756.75	1	
821 W. Maple	644.70	4	
Vacant Lot North Of 2060 S. Mosley	905.32	3	
1942 S. Washington	1,137.74	3	
1612 E. 16TH N	924.80	1	
1850 N. Chautauqua	497.61	1	
2222 S. Washington	1,164.03	3	
826 N. Minnesota	1,361.59	1	
1548 N. Hydraulic	298.10	1	
Vacant Lot behind (West) of 747 N. Doris	1,117.97	6	
3329 S. Edwards	795.02	4	
554 N. Estelle	8221.06	1	
416 N. Ash	1,319.00	1	
Vacant Lot North of 1017 N. Spruce	691.65	1	
Vacant Lot @ Southwest corner Waterman & Zelta	1,476.10	2	
11802 W. Jewell	707.30	4	
1054 N. Grove	761.29	1	
3537 E. Sunnybrook	756.43	3	
4505 E. Bayley	505.80	3	
2215 N. Minneapolis	508.13	1	
5629 N. Seneca	937.37	4	
5627 N. Seneca	934.37	4	
Vacant lot NE corner of 10th and Ash	524.93	1	
1232 S. Edgemoor	732.17	3	
1244 S. Edgemoor	560.17	3	
2350 N. Gentry	726.46	1	
1348 N. Terrace	739.06	1	
1956 N. Spruce	964.96	1	
2356 N. Grove	701.94	1	
2020 W. Munnell	480.84	4	
128 N. Edwards	718.08	6	
Vacant Lot @ Northwest corner 15th & Ash	536.64	1	
430 N. Ash	947.13	1	
4648 N. Arkansas	1,899.25	6	
410 S. Chautauqua	667.55	2	
Vacant Lot West of 3009 S. Clifton	1,319.38	3	
1013 S. Burrus	754.70	2	
1149 N. Market	857.92	6	
1113 S. Breckenridge Ct	722.55	2	

4809 E. 24TH N	489.10	1
1015 S. Waverly	307.45	2
1720 N. Minnesota	740.00	1
1022 S. Dalton	\$626.30	2
8411 E. Zimmerly	459.00	2
1333 N. Dunsworth	1,151.35	5
2710 N. Gentry	706.03	1
5307 E. Elm	729.73	1
547 N. Green	1,265.75	1
TOTAL	\$52,263.71	

S-76333 6 Affidavits

Published in The Wichita Eagle on September 22, 2006

ORDINANCE NO. .

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (LOT CLEAN UP) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Agenda Item No. 19a.

CITY OF WICHITA
City Council Meeting
September 12, 2006

Agenda Report No. 06-0906

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Vacant Land for Right-of-Way at the Southwest Corner of 119th Street West and Pawnee Avenue for the Pawnee Road Improvement Project from 119th Street to Maize Road. (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On January 10, 2006, City Council approved a project to improve Pawnee Avenue from 119th Street West to Maize Road. The project will reconstruct Pawnee Avenue to four through lanes with a median for left turn lanes. In addition, a new storm water sewer will be constructed.

Analysis: To accommodate the project, right-of-way must be acquired for a turn lane at the southwest corner of Pawnee Avenue at 119th Street. This particular acquisition is triangular and consists of 1,875 square feet. The parcel was appraised at \$1,400, or \$0.75 per square foot. This offer was rejected by the owner. The owners indicated they were selling a 30'x30' site immediately west of our location to a utility company for \$15 per square foot. The owner has agreed to sell that property for the road project for \$4,700, or \$2.50 square foot. This is comparable to commercial values for land in that area.

Financial Considerations: A budget of \$5,050.00 is requested. This includes \$4,700.00 for the acquisition, \$350.00 for closing costs and title insurance. The funding source is General Obligation Bonds and Federal Grants administered by the Kansas Department of Transportation.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

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.

Agenda Item No. 19b.

CITY OF WICHITA
City Council Meeting
September 12, 2006

Agenda Report No. 06-0902

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Vacant Land for Right-of-Way and Drainage Easement at the Southeast Corner of 119th Street West and Pawnee Avenue for the Pawnee Road Improvement Project from 119th Street to Maize Road. (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On January 10, 2006, City Council approved a project to improve Pawnee Avenue from 119th Street West to Maize Road. The project will reconstruct Pawnee Avenue to four through lanes with a median for left turn lanes. In addition, a new storm water sewer will be constructed.

Analysis: To accommodate the project, twenty-five feet must be acquired for right-of-way and a twenty-five foot easement must be acquired as a drainage easement both at the southeast corner of Pawnee Avenue and 119th Street. These particular acquisitions are strip takings consisting of 132,558.4 square feet. The owner has agreed to sell that part of the entire property at its appraised value of \$48,240, or \$0.36 square foot for the land and \$240 for crop damages.

Financial Considerations: A budget of \$49,000.00 is requested. This includes \$48,240.00 for the acquisition, \$760.00 for closing costs and title insurance. The funding source is General Obligation Bonds and Federal Grants administrated by the Kansas Department of Transportation.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

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.

Agenda Item No. 19c.

CITY OF WICHITA
City Council Meeting
September 12, 2006

Agenda Report No. 06-0903

TO: Mayor and City Council Members

SUBJECT: Acquisition of Land in the 1300 Block of North Market along the Abandoned Union Pacific Rail Corridor for the Midtown Greenway (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 1999, the Union Pacific Railroad abandoned the rail corridor that runs from Central Avenue and Wichita Street to 15th Street and Broadway. With this abandonment, rights to the corridor reverted to the adjacent property owners on both sides. The City has reviewed the former corridor and decided that it could be developed as a greenway/lineal park connecting Horace Mann, Irving and Park Schools and the bicycle path on Central. In April 2002, the City Council approved \$74,000 in CDBG funding to acquire portions of the abandoned Union Pacific corridor from Central to 15th Street.

Analysis: Due to the size and configuration, the tract being acquired is not developable by itself. The purchase price of similar tracts was reviewed to estimate market value. These amounts were offered to the adjacent property owners with several accepting the offers. The owner at 1300 North Market has agreed to sell to the city his portion of the Union Pacific Railroad tract consisting of 1,305 square feet at \$500, or \$0.38 per square foot.

Financial Considerations: A budget of \$750 is requested. \$500 for the purchase of the land and \$150 for title insurance and closing costs. The funding source is previously approved CDBG funds.

Goal Impact: The Midtown Rail Corridor Bike Path will contribute to the enhancement of quality of life.

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

Recommendation/Action: It is recommended that the City Council 1) Approve the budget, and 2) Authorize necessary the signatures.

Agenda Item No. 19d.

CITY OF WICHITA
City Council Meeting
September 12, 2006

Agenda Report No. 06-0904

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1339 North Broadway for the North Broadway and 13th Street Intersection Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

-
Recommendation: Approve the acquisition.

Background: On July 19, 2005, City Council approved a project to improve the intersection of Broadway and 13th Street North. The project will provide left turn lanes at all approaches to the intersection.

Analysis: To accommodate the project, right-of-way must be acquired from eleven tracts of land. This particular acquisition is the first of the eleven and is a 4 ft. by 25 ft take consisting of 100 square feet. A temporary construction easement of 313 square feet is also required. The parcel was appraised at \$3,400 or \$20 per square foot. The appraised value included \$1,300 as proximity damages, driveway damages and for loss of a tree. This offer was rejected by the owner. The owner has agreed to sell the take for \$4,000, an additional \$600 towards damages to their tree, driveway and proximity to the house. This is a reasonable settlement.

Financial Considerations: A budget of \$4,750.00 is requested. This includes \$4,000.00 for the acquisition, \$750.00 for closing costs and title insurance. The funding source is General Obligation Bonds and Federal Grants administrated by the Kansas Department of Transportation.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

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.

Agenda Item No. 19e.

CITY OF WICHITA
City Council Meeting

September 12, 2006

Agenda Report No. 06-0905

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land for Right-of-Way at 10720 West 29th Street North for Roadway Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 8, 2005, the City Council approved the reconstruction of 29th Street North between Maize Road and 119th Street. The project will improve 29th Street to a four-lane roadway with landscaped medians and left turn lanes into adjoining residential neighborhoods. A new storm water sewer system with curbs and gutters will be installed to eliminate ditches along the roadway. The project requires the partial acquisition of several tracts of land for right-of-way purposes.

Analysis: The project requires the acquisition of 43,210.72 square feet along the existing road-right-of-way of 10720 West 29th Street North and the undeveloped tract to the east. The subject property is developed with a single-family residence and several out buildings. There will be significant proximity damage to the improvements. The project will also require the removal of some trees, shrubs and site improvements. The land was appraised at \$73,460 (\$1.70 per square foot). The damage to site improvements was valued at \$201,540 for a total value of \$275,000. This amount was offered to the property owner and accepted.

Financial Considerations: A budget of \$280,000 is requested for the acquisition. This amount includes \$275,000 for the acquisition and \$5,000 for closing costs and title insurance. The funding source is General Obligation Bonds and Federal Grants administrated by the Kansas Department of Transportation.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

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

Recommendation/Action: It is recommended that the City Council 1) Approve the Real Estate Purchase Contract; 2) Approve the budget and 3) Authorize the necessary signatures.

Agenda Item No. 19f.

CITY OF WICHITA
City Council Meeting
September 12, 2006

Agenda Report No. 06-0906

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Vacant Land for Right-of-Way at the Southwest Corner of Maize Road and Pawnee Avenue for the Pawnee Road Improvement Project from 119th Street to Maize Road. (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

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Recommendation: Approve the acquisition.

Background: On January 10, 2006, City Council approved a project to improve Pawnee Avenue from 119th Street West to Maize Road. The project will reconstruct Pawnee Avenue to four through lanes with a median for left turn lanes. In addition, a new storm water sewer will be constructed.

Analysis: To accommodate the project, right-of-way must be acquired for a turn lane at the southwest corner of Pawnee Avenue at 119th Street. This particular acquisition is a rectangular in shape and consists of 7,753.90 square feet. The appraiser attributed \$12,770 as damages to the row of trees along Pawnee and fence. The owner has agreed to sell that part of the property at its appraised value of \$32,500, or \$2.50 square foot.

Financial Considerations: A budget of \$33,500.00 is requested. This includes \$32,500.00 for the acquisition, \$1,000.00 for closing costs and title insurance. The funding source is General Obligation Bonds and Federal Grants administrated by the Kansas Department of Transportation.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

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.

Agenda Item No. 20

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0907

TO: Mayor and City Council

SUBJECT: Planeview Community Library Memorandum of Agreement – District III

INITIATED BY: Library

AGENDA: Consent

Recommendation: Approve the agreement renewal and authorize the designated signatures.

Background: Since the summer of 2003, public library service for the Planeview neighborhood has been delivered through a partnership between Colvin Elementary School and the Wichita Public Library. A memorandum of agreement establishes the framework for shared decision-making concerning the design and delivery of library service. The original agreement was for a twelve-month period with a requirement that the document be reviewed on an annual basis. Staff from the school district and the public library have completed the review process and have reached consensus on a revised agreement to guide operation for the 2006-2007 year.

Analysis: During 2005, 4,571 items were circulated to the public from the Planeview Community Library, a decline of approximately 15% from the previous year. Closure during the summer months of 2005 as the school building was being remodeled accounted for much of this decrease. Approximately 55% of the use is by adults with the remaining 45% by children. The proposed agreement reduces the weekly schedule by 2.5 hours per week and adds six additional days of closings based upon the school in-service schedule. The Library Board has reviewed the agreement and recommends approval. The agreement was approved by the USD259 School Board on August 28.

Financial Considerations: The agreement assumes continuation of the City's materials budget for the Planeview Library at \$5000 per year. More than 10,000 city-owned items remain in the shared library collection. Assistance with special programs has been incorporated into the public library's youth outreach service schedule. Costs to transport public library materials to and from the library are incorporated into the Library's branch delivery route. All other operational expenses are the responsibility of the school district.

Goal Impact: The agreement helps to address the community's Quality of Life by expanding access to the information and recreation resources of the public library system.

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

Recommendation/Action: It is recommended that the City Council endorse the City's participation in the partnership for an additional year and authorize the Mayor to sign the memorandum of agreement.

Agenda Item No. 21.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0908

TO: Mayor and City Council

SUBJECT: Cost of Service Analysis for Water and Sewer Rates and Update of Plant Equity Fees

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the Contract with Black & Veatch for completion of a comprehensive Cost of Service Analysis for Water and Sewer Utility rates and the associated update and recalculation of Water and Sewer Plant Equity fees.

Background: A Cost of Service Analysis (COSA) for Water and Sewer rates was conducted in the early 1990s. The cost elements that go into computation of utility rates change over time, particularly relating to utility assets, plant capacity, usage characteristics and other factors. It is therefore advisable to conduct a detailed analysis of rates to assure that they are both equitable and legally defensible.

Plant equity fees were last recalculated in 2002. Likewise, the factors that go into the calculation of these charges change over time, with significant impacts associated with capital expenditures and increases in plant capacity.

Analysis: It is to be stressed that this study focuses on cost of service, not on rate increases. The resulting recommended rates from this study will be revenue neutral and will not be expected to increase or decrease revenues. However, increases in plant equity fees may be proposed as a result of the study.

Financial Considerations: The Cost of Service Analysis and the Plant Equity Update will total \$70,675. As stated, a cost of service analysis is not expected, or designed, to achieve increases in revenues. Revenues from plant equity fees may be impacted as a result of this study, depending upon what the values are for the recalculation of these fees.

Goal Impact: This proposed action will promote achievement of the following goal: Ensure efficient infrastructure with the subcategory of providing reliable, compliant and secure utilities. An equitable, cost-based rate structure and legally defensible plant equity fees contribute to these

goals.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the Contract; 2) approve the update and recalculation of plant equity fees; and 3) authorize the necessary signatures.

Agenda Item No. 22.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0909

TO: Mayor and City Council

SUBJECT: Reconstruction of Old Sanitary Sewers – Transfer of Funds

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the capital budget transfer to Reconstruction of Old Sanitary Sewers for the year 2006.

Background: The Water & Sewer Department allocates funds annually as part of the Capital Improvement Program for the reconstruction of sanitary sewers. The City has rehabilitated and repaired numerous sewer lines this year and has identified additional lines that need to be repaired and are in excess of the sanitary sewer budget.

Analysis: The City Council approved expenditures for the Four Mile Creek Collection System on June 4, 2002. This project has been completed and has funds remaining that are available for other capital projects. Should improvements be required in the future at the Four Mile Creek Plant, they will be identified and programmed into the next CIP, or incorporated into future sanitary sewer projects.

Financial Considerations: Four Mile Creek Collection System (CIP S-538) has funds of \$1,690,000 that are not anticipated to be spent during the current capital budget year. The funds are needed and will be utilized in 2006 by Reconstruction of Old Sanitary Sewers (CIP S-4). Funding for the project will be provided by Sewer Utility revenues and reserves, and/or a future revenue bond issue.

Goal Impact: The project addresses the goal of Ensuring Efficient Infrastructure by reconstructing or rehabilitating sanitary sewers to help eliminate stoppages, backups, failures and reducing inflow and infiltration into the system. Maintenance costs are reduced, as well as inconvenience to customers.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the budget transfer;
2) adopt the amended Resolution; and 3) authorize the necessary signatures.

Attachments: Amended Resolution

RESOLUTION NO. 06-

A RESOLUTION AMENDING RESOLUTION NO. 06-335 PERTAINING TO THE RECONSTRUCTION OF OLD SANITARY SEWERS (S-4) 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:

SECTION 1. That Section 1 of Resolution No. 06-335 is hereby amended to read as follows:

“SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, reconstruction of old sanitary sewers (S-4) (called the “Project”). The total costs of the Project are estimated to be \$4,068,761 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.”

SECTION 2. That Section 2 of Resolution No. 06-335 is hereby amended to read as follows:

“SECTION 2. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed four million sixty-eight thousand seven hundred sixty-one dollars (\$4,068,761) exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.”

SECTION 3. That the original of Sections 1 and 2 of Resolution 06-335 is hereby rescinded.

Adopted at Wichita, Kansas, _____.

(Seal) _____
CARLOS MAYANS, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

Agenda Item No. 23.

CITY OF WICHITA
City Council Meeting
September 12, 2006

Agenda Report No. 06-0910

TO: Mayor and City Council Members

SUBJECT: Surplus property located at 1137 North Broadway (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Declare the property surplus.

Background: The property under consideration is located at 1137 North Broadway and it is commonly known as the Comley House. Built in 1900, the house has 3,941 square feet in two and one-half stories. The former carriage house has been converted into a one-car garage. The house will be offered with the lot adjacent to the south, providing 21,000 square feet of land. On August 10, 2004 the City Council requested that the property be fully registered as a historic property prior to being formally offered for sale. The house is now listed on the Wichita, Kansas, and national historic registers.

Analysis: All City departments have been notified and have shown no interest in the property or the adjacent lot. It is felt that to assure full exposure to the market, the property needs to be offered for sale for a period of not less than three months. Also, any redevelopment proposal should conform to the Midtown Neighborhood Plan. Any rehabilitation will follow the Secretary of the Interior's Standards for Rehabilitation.

Financial Considerations: The City will receive cash consideration for the sale of the property, less any marketing costs. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and redevelopment of this property will support a dynamic core area and vibrant neighborhood.

Legal Considerations: None

Recommendation/Action: Declare the property as surplus and designate it as available for sale to the general public.

Agenda Item No. 24.

CITY OF WICHITA
City Council Meeting
September 12, 2006

Agenda Report No. 06-0911

TO: Mayor and City Council Members
SUBJECT: Surplus property located at 740 West Second Street (District IV)
INITIATED BY: Office of Property Management
AGENDA: Consent

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Recommendation: Declare the property surplus.

Background: The property under consideration is located at 740 West 2nd Street. This is the former property and evidence facility. Built in 1956, the concrete tilt-up building consists of approximately 10,000 square feet of warehouse space and 2,000 square feet of office space. There are three overhead doors and truck wells.

Analysis: All City departments have been notified and have shown no interest in the property.

Financial Considerations: The City will receive cash consideration for the sale of the property, less any marketing costs. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and redevelopment of this property will support a dynamic core area and vibrant neighborhood.

Legal Considerations: None

Recommendation/Action: Declare the property as surplus and designate it as available for sale to the general public.

Agenda Item No. 25.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0912

TO: Mayor and City Council

SUBJECT: Southwestern Bell Telephone Franchise Amendment

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve the amendment.

Background: The City Council approved a contract franchise with Southwestern Bell Telephone Company on March 25, 2003, effective April 1, 2003. The Franchise grants to Southwestern Bell Telephone the right to use public right-of-way to provide telecommunications services within the City. The contract franchise was for a three year term, with a renewal for another three years unless notice was given by either party for termination. Southwestern Bell gave notice but requested a one year renewal rather than termination.

Analysis: The proposed ordinance amends the contract franchise with Southwestern Bell Telephone L.P. to provide for a one year rather than three year renewal term. All other provisions of the contract remain the same.

Financial Considerations: Franchise compensation for the use of the right of way is not changed by this amendment.

Goal Impact: Promote Economic Vitality and Affordable Living and Ensure Efficient Infrastructure. Approval of this amendment will allow the City to continue working with the utility to provide telecommunication services to businesses and residents, and it will help ensure continued utility compliance with right-of-way requirements.

Legal Considerations: The ordinance amendment has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve first reading of the ordinance.

Attachment:

Ordinance Amendment

Published in The Wichita Eagle _____

SOUTHWESTERN BELL TELEPHONE L.P.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, AMENDING SECTION 3 OF ORDINANCE NO. 45-677, A CONTRACT FRANCHISE WITH SOUTHWESTERN BELL TELEPHONE L.P. d/b/a SBC KANSAS, A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER.

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

SECTION 1: Section 3 of City of Wichita Ordinance No. 45-677 is hereby amended to read as follows:

SECTION 3. Term

(a) This contract franchise ordinance shall be effective for a term of three (3) years from the effective date of this contract franchise ordinance. Thereafter, this contract franchise ordinance will renew for one (1) additional one (1) year term, unless either party notifies the other party of its intent to terminate the contract franchise ordinance prior to one hundred and eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this franchise and not as a new franchise or amendment.

(b) Upon written request of either the City or SBC Kansas, this contract franchise ordinance shall be renegotiated at any time in accordance with the requirements of K.S.A. 12-2001, as amended, upon any of the following events: Changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or SBC Kansas, including but not limited to the scope of the contract franchise ordinance granted to the SBC Kansas or the compensation to be received by the City hereunder.

(c) Amendments under this Section, if any, shall be made by contract ordinance as prescribed by statute. The contract franchise ordinance shall remain in effect according to its terms pending completion of any review or renegotiation provided by this section.

SECTION 2: The original of Section 3 of Ordinance No. 45-677 of the City of Wichita, Kansas, is hereby repealed.

SECTION 3: This contract franchise ordinance amendment shall be effective upon its final passage and publication once in the official City paper.

PASSED AND APPROVED by the governing body of Wichita, Kansas, this date
_____, 2006.

CARLOS MAYANS, Mayor

ATTEST:

KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

GARY E. REBENSTORF, Director of Law

Agenda Item No. 26.

CITY OF WICHITA
City Council Meeting
September 12, 2006

Agenda Report No. 06-0913

TO: Mayor and City Council Members

SUBJECT: Transfer of Land Near 43rd Street North and Hydraulic and Near 52nd Street North and Sullivan Between the City of Wichita and USD 259 (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the transfers.

Background: USD 259 has approved plans to rebuild and expand Earhart School at 4401 Arkansas. To accomplish this, USD 259 needs to acquire approximately 3.5 acres of Heller Park located west of the school site. Heller Park contains 32 acres. The land in question is unimproved. They will also utilize a two-acre parcel City property located north of the current school site. This parcel is currently leased to USD 259 and used for their environmental laboratory.

Analysis: USD 259 has offered to trade approximately 7.5 acres of their land located west of Sullivan Street and south of 53rd Street North in exchange for the City land. The USD 259 parcel was part of Riverview School. The east part of the parcel is developed with a baseball diamond. The west part of the parcel abuts the Little Arkansas River. Approximately 4.75 acres of the tract is readily usable with the remainder being timber, riverbank and river. This parcel is in an area shown to be lacking in open space. The proposed trade was presented to the Park Board on June 12, 2006 and unanimously approved.

Financial Considerations: There is no financial impact.

Goal Impact: Support a dynamic core area and vibrant neighborhoods by improving public schools and providing additional open space for recreational use.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Exchange Agreement; and 2) Authorize all necessary signatures.

Agenda Item No. 27.

CITY OF WICHITA
City Council Meeting
September 12, 2006

Agenda Report No. 06-0914

TO: Mayor and City Council Members
SUBJECT: Donation of Vacant Lot at 1212 North Green (District I)
INITIATED BY: Office of Property Management
AGENDA: Consent

-
Recommendation: Accept the donation.

Background: Property Management has been contacted by the owner of a residential lot at 1212 North Green. This 10,800 square foot site has been offered to the City as a donation. The site is presently vacant and generally level; the lot is approximately 80 ft. wide x 135 ft deep. The property is located on the east side of Green Street and in the block north of 11th Street. The neighborhood is predominantly single-family housing though zoning allows for two-family, TF-3.

Analysis: On August 15, 2006, the Public Housing Department notified Property Management of the need to acquire a vacant lot for the construction of an ADA compliant, two bedroom, single-family residence. Housing has reviewed the lot and feels that it is suitable and will meet their need.

Goal Impact: Enhance the quality of life by providing additional ADA affordable housing.

Financial Considerations: The City will have no cash out-lay for this transaction.

Legal Considerations: The transfer deed has been approved by the Law Department.

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

Agenda Item No. 28.

Districts Corrected.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0915

TO: Mayor and City Council

SUBJECT: HOME CHDO Operating Support Funding
(Districts I, III, IV, V, VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the allocations.

Background: On March 21, 2006, the City Council approved final allocations under the 2006-2007 Consolidated Plan, which included \$86,032 of HOME Investment Partnerships Program (HOME) funds for operational support funding for City-designated Community Housing Development Organizations (CHDOs). HOME regulations require a CHDO to be under contract to receive HOME funding for investment in housing to be developed, sponsored, or owned by the organization, as part of a participating jurisdiction's CHDO set-aside funding, in order to receive operational support funding. Operating expenses are defined as reasonable and necessary costs for the operation of the CHDO. Operating expenses may include salaries, wages, and other employee compensation and benefits. Expenses for education, training, travel, rent, utilities, communications costs, taxes, insurance equipment, materials and supplies are also eligible.

Funding applications were issued to three City-designated CHDOs receiving CHDO set-aside project development funding from the City's HOME program, with a maximum amount of \$35,500 available to any one CHDO. Funding applications were received from all three organizations: Mennonite Housing Rehabilitation Services, Inc., Power CDC, Inc., and Community Housing Services of Wichita/Sedgwick County.

Analysis: A staff review panel evaluated the proposals and makes the following recommendations for funding:

Mennonite Housing Rehabilitation Services (MHRS), \$35,500, in order to provide operational support for the organization's 2006 Local Investment Area (LIA) Single-Family Development Projects. Operational support funding is being utilized to partially fund the salary of MHRS'

project coordinator. The project coordinator works to identify project sites and potential homebuyers, assists buyers in obtaining permanent financing, and resolves pre-development issues.

During the 2005-2006 program year, MHRS completed construction and re-sale of 20 new homes within the City's LIAs, utilizing CHDO set-aside funding, the Boarded-up HOME Program, and funding provided under the Housing Development Loan Program. MHRS plans to develop a minimum of 12 single-family homes during the 2006-2007 program year, utilizing City HOME funding.

Power CDC, \$35,500, in order to provide operational support for the organization's 2005 and 2006 Single-Family Housing Development Projects in the Northeast Local Investment Area, including the McAdams neighborhood and the Millair Creek subdivision. Operational funding will be utilized to partially fund the salaries of the Executive Director and the Administrative Assistant.

During the 2005-2006 program year, Power CDC completed construction and re-sale of 10 homes utilizing CHDO set-aside funding, the Boarded-up HOME Program, and funding provided under the Housing Development Loan Program. Power CDC plans to develop a minimum of eight single-family homes during the 2006-2007 program year.

Community Housing Services (CHS), \$15,032, in order to provide operational support in connection with the organization's 2005 and 2006 HOME funding allocations for the construction of single-family homes acquired in the Northeast and North Central Local Investment Areas, including the completion of 3 homes in the Northeast Local Investment Area. Operational funding will be utilized by CHS to partially fund the salaries of various staff members involved in HOME-funded housing development projects, and ultimately, the salary of a construction project coordinator.

During the 2005-2006 program year, CHS completed rehabilitation and/or construction and re-sale of three homes utilizing CHDO set-aside funding, and the Boarded-up HOME Program. One fully rehabilitated home was listed for sale as of the end of the 2005-2006 program year. CHS plans to develop a minimum of two single-family homes during the 2006-2007 program year.

Financial Considerations: Funding for these allocations will come from the 2006-2007 HOME Grant, as previously allocated by the City Council. Funding allocations are based on planned housing production and CHDO set-aside allocations for the 2006-2007 program year.

Goal Impact: The proposed allocations will assist City CHDOs in contributing to the City Council goals of Economic Vitality and Affordable Living, Quality of Life, and Dynamic Core Area and Vibrant Neighborhoods.

Legal Considerations: Funding agreements have been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council approve the recommended allocations and the funding agreements, and authorize the necessary signatures.

GRANT AGREEMENT

Between

THE CITY OF WICHITA
HOUSING SERVICES DEPARTMENT

A

PARTICIPATING JURISDICTION

And

Community Housing Services of Wichita/Sedgwick County, Inc.
(The Agency)

A

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

Operating Support Funding
2006-2007

HOME Investment Partnerships
Program

Housing Services Department
City of Wichita
332 N. Riverview
Wichita, KS 67203
Phone (316) 268-4688
Fax (316) 268-4219

Exhibit B

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and the Agency, hereinafter referred to as the "City" and "Agency," respectively, that execution of this contract obligates the Agency

to the following performance requirements.

HOME operating funds in the amount of \$15,032 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, dated September 16, 1996 as amended, and as specifically outlined at part 92.208.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92.

B. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, property standards, tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR Part 92

92.250, Maximum Per Unit Subsidy,

92.251, Property Standards, Compliance with Quality Standards in 24 CFR 982.4018,

92.252, Qualification as Affordable Housing, Rental Housing,

92.253, Tenant and Participant Protections,

92.254, Qualification as Affordable Housing, Homeownership,

92.257, Religious Organizations.

II. Administration

The Agency's Executive Director will supervise operations and administration on a day-to-day basis. The Agency's Board of Directors is ultimately responsible for program administration.

A. Funding

It is mutually agreed by and between the City and the Agency that the total HOME funds available to the Agency will be \$15,032, to provide operational support for HOME-related, single-family housing development activities in the City's Local Investment Areas. Specific use of the funding to be set forth in the sections entitled, Budget and Method of Payment. Funding provided under this contract incorporates the funding application issued in connection with the funding, and the Agency's response, unless superceded by this contract. Equipment purchased with funding provided under this contract must be returned to the City of Wichita for disposition.

B. Budget

The City shall pay the Agency as hereinafter set out; the maximum of \$15,032.00 for the program described in this contract. Said funding shall be used as follows:

Salaries Expense and Payroll Taxes	\$15,032.00
------------------------------------	-------------

TOTAL \$15,032.00

C. Method of Payment

The Agency agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME. The Agency agrees that all payments under this contract will be on a reimbursement basis. The Agency shall submit a request for reimbursement on a monthly basis, by no later than the 30th of each month. Upon review of the reimbursement request by the Housing Services Department, the City will proceed to make payment directly to the Agency for all eligible and adequately documented expenses.

1. The City and Agency also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments between existing budget categories can be made administratively. However, changes greater than \$10,000 must be approved by the City Council.
2. The Agency will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditures made under this agreement will be retained in the Agency's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability. Documentation of eligible costs will include, but is not limited to: vendor invoices, purchase orders, receipts and payroll records. The City shall retain all such documentation for audit purposes.
3. A maximum of 1/12 of the budgeted amount for salaries will be paid out per month for salaries expense.
4. The Agency may request a cash advance in the amount of no more than 1/12 of the total amount of the contract. Cash advances will be deducted from the total amount of funding provided under this contract.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. The Agency will provide, for the year ending June 30 of each year, beginning June 30, 2006, and for each year this contract is in effect, an annual report of the HOME funded portion of the program. The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on July 10 of each year during the contract term.

3. The Agency will maintain records documenting receipts of program income and expenditures of the same. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports, for a period of 5 years, following the expiration of this contract.

III. Other Program Requirements

A. The Agency shall comply with the applicable provisions of OMB Circular A-110, Attachment F, Standards for Financial Management Systems, requiring independent financial and programmatic audits not less frequently than every two years. In addition to the financial and programmatic audit, the audit shall indicate whether the organization has complied with laws and regulations that may have a material effect on its financial statements and on each Federal assistance program reviewed. Other federal requirements may apply, as outlined in Section 18 of this contract.

B. For properties located within existing Historic Districts, the Agency agrees to notify the Planning Department of any structure requiring major exterior repairs. The Agency will request the Director of the Historic Wichita Board to determine within five (5) working days whether the structure may be eligible for nomination as a historic property. During this time, or upon determination that the property may be eligible, the Agency will not proceed unless it has received written clearance from the City.

IV. Program Evaluation

The City shall evaluate this project based on the objectives stated in Section I.B. of this Exhibit. Failure by the Agency to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Agency on a pro rata basis with level of service. The Agency records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

Exhibit C

BUDGET

Salaries Expense and Payroll Taxes/Related Benefits	\$15,032.00
TOTAL	\$15,032.00

GRANT AGREEMENT
Between

THE CITY OF WICHITA
HOUSING SERVICES DEPARTMENT

A
PARTICIPATING JURISDICTION

And
Mennonite Housing Rehabilitation Services, Inc.
(The Agency)

A
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

Operating Support Funding
2006-2007

HOME Investment Partnerships
Program

Housing Services Department
City of Wichita
332 N. Riverview
Wichita, KS 67203
Phone (316) 268-4688
Fax (316) 268-4219

Exhibit B

PERFORMANCE CRITERIA

AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and the Agency, hereinafter referred to as the "City" and "Agency," respectively, that execution of this contract obligates the Agency to the following performance requirements.

HOME operating funds in the amount of \$35,500 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, dated September 16, 1996 as amended, and as specifically outlined at part 92.208.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92.

B. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, property standards, tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

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92.250, Maximum Per Unit Subsidy,
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92.252, Qualification as Affordable Housing, Rental Housing,
92.253, Tenant and Participant Protections,
92.254, Qualification as Affordable Housing, Homeownership,
92.257, Religious Organizations.

II. Administration

The Agency's Executive Director will supervise operations and administration on a day-to-day basis. The Agency's Board of Directors is ultimately responsible for program administration.

A. Funding

It is mutually agreed by and between the City and the Agency that the total HOME funds available to the Agency will be \$35,500, to provide operational support for HOME-related, single-family housing development activities in the City's Local Investment Areas. Specific use of the funding to be set forth in the sections entitled, Budget and Method of Payment. Funding provided under this contract incorporates the funding application issued in connection with the funding, and the Agency's response, unless superceded by this contract. Equipment purchased with funding provided under this contract must be returned to the City of Wichita for disposition.

B. Budget

The City shall pay the Agency as hereinafter set out; the maximum of \$35,500.00 for the program described in this contract. Said funding shall be used as follows:

Salaries Expense and Payroll Taxes	\$35,500.00
TOTAL	\$35,500.00

C. Method of Payment

The Agency agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME. The Agency agrees that all payments under this contract will be on a reimbursement basis. The Agency shall submit a request for reimbursement on a monthly basis, by no later than the 30th of each month. Upon review of the reimbursement request by the Housing Services Department, the City will proceed to make payment directly to the Agency for all eligible and adequately documented expenses.

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2. The Agency will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditures made under this agreement will be retained in the Agency's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability. Documentation of eligible costs will include, but is not limited to: vendor invoices, purchase orders, receipts and payroll records. The City shall retain all such documentation for audit purposes.
3. A maximum of 1/12 of the budgeted amount for salaries will be paid out per month for salaries expense.
4. The Agency may request a cash advance in the amount of no more than 1/12 of the total amount of the contract. Cash advances will be deducted from the total amount of funding provided under this contract.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. The Agency will provide, for the year ending June 30 of each year, beginning June 30,

2006, and for each year this contract is in effect, an annual report of the HOME funded portion of the program. The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on July 10 of each year during the contract term.

3. The Agency will maintain records documenting receipts of program income and expenditures of the same. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports, for a period of 5 years, following the expiration of this contract.

III. Other Program Requirements

A. The Agency shall comply with the applicable provisions of OMB Circular A-110, Attachment F, Standards for Financial Management Systems, requiring independent financial and programmatic audits not less frequently than every two years. In addition to the financial and programmatic audit, the audit shall indicate whether the organization has complied with laws and regulations that may have a material effect on its financial statements and on each Federal assistance program reviewed. Other federal requirements may apply, as outlined in Section 18 of this contract.

B. For properties located within existing Historic Districts, the Agency agrees to notify the Planning Department of any structure requiring major exterior repairs. The Agency will request the Director of the Historic Wichita Board to determine within five (5) working days whether the structure may be eligible for nomination as a historic property. During this time, or upon determination that the property may be eligible, the Agency will not proceed unless it has received written clearance from the City.

IV. Program Evaluation

The City shall evaluate this project based on the objectives stated in Section I.B. of this Exhibit. Failure by the Agency to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Agency on a pro rata basis with level of service. The Agency records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

Exhibit C

BUDGET

Salaries Expense and Payroll Taxes/Related Benefits	\$35,500.00
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TOTAL \$35,500.00

GRANT AGREEMENT

Between

THE CITY OF WICHITA
HOUSING SERVICES DEPARTMENT

A

PARTICIPATING JURISDICTION

And

Power CDC, Inc.

(The Agency)

A

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

Operating Support Funding

2006-2007

HOME Investment Partnerships

Program

Housing Services Department

City of Wichita

332 N. Riverview

Wichita, KS 67203

Phone (316) 268-4688

Fax (316) 268-4219

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and the Agency, hereinafter referred to as the "City" and "Agency," respectively, that execution of this contract obligates the Agency to the following performance requirements.

HOME operating funds in the amount of \$35,500 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, dated September 16, 1996 as amended, and as specifically outlined at part 92.208.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92.

B. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, property standards, tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR Part 92

92.250, Maximum Per Unit Subsidy,

92.251, Property Standards, Compliance with Quality Standards in 24 CFR 982.4018,

92.252, Qualification as Affordable Housing, Rental Housing,

92.253, Tenant and Participant Protections,

92.254, Qualification as Affordable Housing, Homeownership,

92.257, Religious Organizations.

II. Administration

The Agency's Executive Director will supervise operations and administration on a day-to-day basis. The Agency's Board of Directors is ultimately responsible for program administration.

A. Funding

It is mutually agreed by and between the City and the Agency that the total HOME funds available to the Agency will be \$35,500, to provide operational support for HOME-related, single-family housing development activities in the City's Local Investment Areas. Specific use of the funding to be set forth in the sections entitled, Budget and Method of Payment. Funding

provided under this contract incorporates the funding application issued in connection with the funding, and the Agency's response, unless superceded by this contract. Equipment purchased with funding provided under this contract must be returned to the City of Wichita for disposition.

C. Budget

The City shall pay the Agency as hereinafter set out; the maximum of \$35,500.00 for the program described in this contract. Said funding shall be used as follows:

Salaries Expense and Payroll Taxes	\$35,500.00
TOTAL	\$35,500.00

C. Method of Payment

The Agency agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME. The Agency agrees that all payments under this contract will be on a reimbursement basis. The Agency shall submit a request for reimbursement on a monthly basis, by no later than the 30th of each month. Upon review of the reimbursement request by the Housing Services Department, the City will proceed to make payment directly to the Agency for all eligible and adequately documented expenses.

1. The City and Agency also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments between existing budget categories can be made administratively. However, changes greater than \$10,000 must be approved by the City Council.

5. The Agency will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditures made under this agreement will be retained in the Agency's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability. Documentation of eligible costs will include, but is not limited to: vendor invoices, purchase orders, receipts and payroll records. The City shall retain all such documentation for audit purposes.

6. A maximum of 1/12 of the budgeted amount for salaries will be paid out per month for salaries expense.

7. The Agency may request a cash advance in the amount of no more than 1/12 of the total amount of the contract. Cash advances will be deducted from the total amount of funding provided under this contract.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

2. The Agency will provide, for the year ending June 30 of each year, beginning June 30, 2006, and for each year this contract is in effect, an annual report of the HOME funded portion of the program. The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on July 10 of each year during the contract term.

3. The Agency will maintain records documenting receipts of program income and expenditures of the same. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports, for a period of 5 years, following the expiration of this contract.

III. Other Program Requirements

A. The Agency shall comply with the applicable provisions of OMB Circular A-110, Attachment F, Standards for Financial Management Systems, requiring independent financial and programmatic audits not less frequently than every two years. In addition to the financial and programmatic audit, the audit shall indicate whether the organization has complied with laws and regulations that may have a material effect on its financial statements and on each Federal assistance program reviewed. Other federal requirements may apply, as outlined in Section 18 of this contract.

B. For properties located within existing Historic Districts, the Agency agrees to notify the Planning Department of any structure requiring major exterior repairs. The Agency will request the Director of the Historic Wichita Board to determine within five (5) working days whether the structure may be eligible for nomination as a historic property. During this time, or upon determination that the property may be eligible, the Agency will not proceed unless it has received written clearance from the City.

IV. Program Evaluation

The City shall evaluate this project based on the objectives stated in Section I.B. of this Exhibit. Failure by the Agency to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Agency on a pro rata basis with level of service. The Agency records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

Exhibit C

BUDGET

Salaries Expense and Payroll Taxes/Related Benefits	\$35,500.00
TOTAL	\$35,500.00

Agenda Item No. 29.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No.06-0916

TO: Mayor and City Council Members

SUBJECT: Greenwich Road Improvement, between Central and 13th (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendations: Approve the design project and agreement.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes a project to improve Greenwich, between Central and 13th Street. On July 14, 2006, the Staff Screening and Selection Committee selected Professional Engineering Consultants (PEC) to prepare construction plans for the project.

Analysis: Greenwich, north of Central, is rapidly developing into a major commercial corridor. The existing two-lane roadway is becoming obsolete.

Financial Considerations: The estimated design project cost is \$160,000. The funding source is General Obligation Bonds. The design fee for PEC's services is \$140,800.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving a vital arterial street. It also addresses the Economic Vitality and Affordable Living goal by providing a public improvement necessary for the private sector's development of the surrounding area.

Legal Considerations: The Law Department has approved the authorizing Ordinance and agreement as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the design project, approve the design agreement, place the Ordinance on First Reading, and authorize the signing of State/Federal agreements as required.

Agenda Item No.30.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0917

TO: Mayor and Members of the City Council

SUBJECT: HUD Economic Development Initiative Grant -
Veteran's Memorial Park (District VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the grant award.

Background: The John S. Stevens Memorial was dedicated in 1977 and was conveyed to the Board of Park Commissioners by the City of Wichita in 1980. In recent years, the memorial has shown signs of aging and in need of replacement with newer technology that will provide greater durability and vandal resistance. In 2003, chairperson Phil Blake and others formed Operation Ensign, a non-for-profit 501c3 corporation, to dedicate its efforts to the restoration of the Stevens Memorial and other veteran memorials located in the city. Since the fall of 2003, Operation Ensign has worked actively with federal officials, to lobby for the need to provide funding to rehabilitate Stevens Memorial. On November 23rd, 2004, Congress announced that the U.S. Department of Housing and Urban Development awarded two Economic Development Initiative Special Project grants for Project Ensign and the City of Wichita. The purpose of these grants is to renovate and restore the Stevens Memorial located within Veteran's Park.

On June 28, 2005, the City Council approved the submission of the Economic Development Initiative grant application to the U.S. Department of Housing and Urban Development.

Analysis: Two grants were awarded for the Veterans Memorial Park. Project Ensign (Operation Ensign) was awarded \$300,000 and the City of Wichita will receive \$248,000. Both grants are for Veterans Memorial park with funds having a 5-year requirement for funding to be spent.

With these funds, the City will direct funding to restore the lanyards and cabinet boxes for the flagpoles. Additional funding will be used to make improvements to the wall, which is necessary to improve visibility and park safety as well as other restoration efforts that may be required to bring the project to a satisfactory condition.

Financial Considerations: The City of Wichita grant totals \$248,000 and does not require matching funds.

Recommendation/Actions: Approve the grant and authorize the signatures for HUD Economic Development Initiative grant award and authorize the necessary signatures.

Agenda Item No. 32.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0918

TO: Mayor and City Council Members

SUBJECT: Development Agreement for the Northeast Baseball Complex
(District II)

INITIATED BY: Department of Park and Recreation

AGENDA: Unfinished Business

Recommendation: Close the public hearing, and place on first reading the Ordinance to approve the Development Agreement and the Charter Ordinance to amend Charter Ordinance No. 177.

Background: The City of Wichita purchased 60 acres near 29th Street North and Greenwich Road, adjacent to the Stryker Soccer Complex in 1999. The intended purpose of the purchase was to construct a new baseball complex. In 2001, the CIP had \$1 million allocated for design and construction of the new baseball complex. The design phase determined that either additional CIP funding was needed or a partnership with a private entity was needed to develop the baseball complex. In 2003, the City received its only Request for Proposal (RFP) response from Central Plains Youth Sports, Inc. (CPYS), a Kansas not-for-profit corporation. The City Council approved the selection of CPYS as the preferred developer on April 11, 2006 and authorized the creation of a development agreement to be approved at a later date.

Analysis: The project will consist of several phases with the understanding that CPYS will develop seventeen (17) youth baseball/softball fields within 8 years of the signed and approved agreement.

Financial Considerations: The approved CIP has approximately \$818,650 remaining, after design costs, from the originally approved \$1 million, and the Development Agreement commits this funding to the project. All further costs of construction are to be paid by CPYS, but it is a recently-formed entity and is relying on private donations for this purpose. There will be no surety or completion guarantee for the lien-free completion of the project, and if CPYS is unsuccessful in raising the necessary funds, the City will have to consider alternatives at a future time. If CPYS completes the first six fields in the time provided under the Development

Agreement, the City is to lease the project to CPYS for a 30-year term and up to three 15-year extensions. The rent for the first 20 years will be \$1 per year, and rent is to be \$12,000 per year thereafter. Under the lease, CPYS will control the property and will retain and set all fees and revenues from its operation (subject only to potential City controls on excessive league entry fees).

Goal Impact: This agreement will impact the Quality of Life Goal. In developing a baseball/softball complex in this area of the city, citizens will have an opportunity to participate in high quality competitive games, leagues and tournaments.

Legal Considerations: Charter Ordinance No. 177 requires a public hearing and 2/3 vote of the City Council to approve development agreements of this type. Because CPYS could not furnish a completion surety, approval of this project also entails an amendment to Charter Ordinance No. 177 to remove the required completion surety for this project only. The Charter Ordinance amendment also requires a 2/3 vote and the other formalities required for Charter Ordinances. Without a completion surety in place, any labor or material bills that CPYS is unable to pay may attach as liens on the property. In such an event, the City could be forced to choose between losing the property or finding additional funds to discharge the liens.

Recommendations/Actions: It is recommended that the City Council, (1) close the public hearing and place on first reading the Ordinance approving the Development Agreement, (2) authorize the necessary signatures, and (3) authorize the amendment to Charter Ordinance No. 177.

Agenda Item 32a.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0947

TO: Mayor and City Council Members

SUBJECT: Amend Resolution No. 06-204 regarding Moratorium on the Acceptance Licensing Applications for Rodeos, pursuant to Section 3.08.040 of the Code of the City of Wichita

INITIATED BY: City Council

AGENDA: New Business Agenda

Recommendation: Approve moratorium resolution.

Background: On May 2, 2006, the City Council approved a moratorium on all rodeo events. The moratorium is effective until November 2, 2006. During the moratorium, the City Council directed staff to initiate zoning and licensing changes to allow indoor rodeo events with certain lot size restrictions and to adopt licensing ordinances which more effectively regulate the use of animals and provide for animal safety for these events.

The City Council has asked that the moratorium be amended to allow indoor rodeo events, which are fully contained in a permanent fully enclosed building during the remaining months of the moratorium. Such indoor rodeos shall be subject to all existing ordinances regulating noise, odor, animal maintenance or other nuisance.

Financial Considerations: None.

Goal Impact: Provide a Safe and Secure Community.

Legal Considerations: The City has the authority to amend the moratorium on the processing and issuance of licenses. The Resolution has been reviewed and approved as to form by the Law Department.

Recommended Action: Pass Approve resolution amending Resolution No. 06-204 regarding the Moratorium on the Issuance of Rodeo licenses.

Agenda Item No.33.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0919

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request
(Custom Cupboards, Inc.)(District IV)

INITIATED BY: City Manager's Office

AGENDA: New Business

RECOMMENDATION: Close the Public Hearing, approve first reading of the Ordinance and tax exemption request.

BACKGROUND: On July 20, 2004, City Council approved a five-plus-five year 97.5% ad valorem tax exemption to Custom Cupboards, Inc. (Custom Cupboards) for an expansion that included construction of a building addition and purchase of new equipment. On May 3, 2005, City Council also approved a 75% five-plus-five year tax exemption on a building addition and new manufacturing equipment.

Custom Cupboards has sustained consistent growth in manufacturing custom built cabinetry. Custom Cupboards has now expanded its manufacturing capacity to include purchase of new machinery and equipment, for a total project cost of \$570,462. Custom Cupboards is requesting approval of an Economic Development Tax Exemption on the building addition and new machinery and equipment in conjunction with their expansion.

ANALYSIS: Custom Cupboards located at 3738 S. Norman in southwest Wichita, was locally formed in 1981. Custom Cupboards is a leader in high quality, custom-built cabinetry for residential homes and commercial offices. Custom Cupboards, Inc. has two manufacturing facilities and a showroom located in Kansas. It is the largest manufacturer of residential cabinetry in the state. The company manufactures and sells high quality, custom built cabinetry for the home and office, and sold by approximately 160 dealers in 31 states. Custom Cupboard's products are made-to-order kitchen and bath cabinets, desks, bookcases, entertainment centers, hutches - all with unlimited custom possibilities in finish and design. On the average, 200 sheets of plywood are cut in the manufacture of cabinets that are built each day. Custom Cupboards offers 70 door styles, 9 wood choices and 1,600 creative colors. In the finish department, beauty is added in the staining, painting, sealing, and a top-coating process. The company has a detail department where the doors and hinges are installed. The special case department adds the

appliance garages, pull out shelves, tip out trays, can racks, bread boards, recycling bins, plate/wine/spice racks, valances, super susans, cutlery trays, chop blocks and more.

The main plant and corporate office which is approximately 200,000 s.f., is located at 3738 S. Norman. Custom Cupboards had another plant with approximately 24,000 s.f. of space located at 2432 S. Sheridan in Wichita which housed the rough mill where the cabinet drawer fronts and face frames were manufactured, but have since moved those operations to the expanded facility at the S. Norman location.

The expansion project includes purchase of new machinery and equipment (see exhibit I attached hereto). Custom Cupboards currently employs 226 employees in which the company has added 34 since 2005. As a result of the expansion project, Custom Cupboards projects to add an additional 35 within the next three years. Custom Cupboards exports 95% of all production out of the State of Kansas.

The expansion project is itemized in Exhibit I attached hereto. Under the Economic Development Incentive Policy, Custom Cupboards is eligible for the following property tax abatement:

TAX EXEMPTION ELIGIBILITY

ELIGIBLE %	INCENTIVE	EXPLANATION
61.0%	New Job Creation:	Custom Cupboards will create at least 35 new jobs.
11.0%	Capital Improvements:	Custom Cupboards will invest at least \$570,462.
72.0%	Sub Total Business - Incentive Eligibility (Maximum allowed is 100%)	
00.0%	Location Premium:	Custom Cupboard is not located in the central redevelopment area.

72.0% TOTAL EXEMPTION ALLOWED UNDER ECONOMIC DEVELOPMENT INCENTIVE POLICY

Under the Economic Development Incentive Policy, Custom Cupboards, Inc., is eligible for a 72% tax exemption on personal property for a five-year term. A notice of public hearing has been published.

Financial Considerations: The estimated first year taxes on the proposed \$570,462 expansion would be \$13,866 on personal property, based on the 2005 mill levy. Using the allowable tax exemption of 72 percent, the City would be exempting (for the first year) \$9,984 of new taxes from the personal property tax rolls. The tax exemption will be shared among the taxing entities

as follows: City - \$2,807; County/State - \$2,663; and USD 265 - \$4,514.

Wichita State University Center for Economic Development and Business Research calculated a cost-benefit analysis indicating benefit-to-cost ratios, which are as follow:

City of Wichita	3.70 to one
Sedgwick County	3.24 to one
USD 265	1.26 to one
State of Kansas	4.76 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The City Attorney's Office has approved the Ordinance as to form.

Recommendations/Actions: It is recommended that City Council close the public hearing, and approve first reading of the Ordinance granting a 72% tax exemption on the identified personal property improvements for a five year term, subject to City Council review.

Attachments: Ordinance.
Custom Cupboards, Inc.
Exhibit I

Equipment Purchases:

Steff 2034 Shaper Feeder		\$ 864
Steff 2044 Shaper Feeder	1,039	
Opticut Crosscut Saw	195,100	
Drum Storage Cabinet	1,466	
Paint Pump	1,650	
3 Radios	1,500	
SH 2536 Shaper Feeder	2,555	
Conveyor – Plywood/Cuto	2,100	
2 Paint Storage Cabinet	1,628	
Air Tank Compressor	3,800	
Kremlin Paint Pump	1,650	
3 Portable Radios HT7504W 16CH UHF		1,500
Paint carts	1,899	
Paint booth	7,216	
JLT door and frame clamp	13,995	
Air compressor	2,845	
Shaper Feeder	1,800	
Door dept sanding system	7,695	
Kremlin Paint Pump	3,250	

Finger jointed miter system	26,877	
Paint Hang line	28,227	
Return conveyor for straight line saw	2,241	
Kremlin Paint Pump	3,250	
Paint-color matching and mixing unit	1,576	
Plywood rack	1,435	
Ritter face frame clamp	3,250	
Senihcam molding stacker	25,000	
Strapper, shipping dept	2,660	
Paint shop drum lift	582	
Onsrud CNC Router & Hopper	162,983	
4 Paint stirrers	2,300	
Packsize boxer computer cabinet	778	
Weinig powerlock profile grinder	53,563	
Faceframe sander feeder	1,228	
Tape Machine for shipping		960
Total Equipment	\$570,462	
Total Expansion Project		\$570,462

Agenda Item No.34.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0920

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request
(Harlow Aerostructures, LLC.) (District IV)

INITIATED BY: City Manager' Office

AGENDA: New Business

Recommendation: Close the public hearing and approve first reading of the ordinance and tax exemption request.

Background: Harlow Aerostructures, LLC., located at 1501 S. McLean Boulevard in southwest Wichita, was locally formed in 1954. Since inception, Harlow Aerostructures has sustained consistent growth in manufacturing parts for the aerospace industry. Harlow Aerostructures recently expanded its manufacturing capacity through the acquisition of new machinery and equipment. Based on a letter of intent, Harlow Aerostructures is now requesting approval of an Economic Development Tax Exemption on the manufacturing equipment in conjunction with the expansion project.

Analysis: Harlow Aerostructures, LLC, is a manufacturer of machining and sheet metal products for the aircraft industry. With a wide range of manufacturing capabilities Harlow Aerostructures produces components from large bulkheads, spars, chords, stringers, to small bushings, bolts, pins and bearings. In addition, the Company develops prototypes for aircraft throttle quadrants and monolithic structural components through close integration for its customers. Harlow Aerostructures also has experience in product development as well as in machining, which has enabled them to expand as a primary core competency their ability to fabricate complex assemblies. Harlow's assembly capabilities include the manufacture of highly complex electro-mechanical throttle quadrants which are functionally tested and preset in-house, ready for installation on the assembly line as well as complex sheet metal & structural component assemblies which includes kitting services. This core competency is fully supported by the Company's complete engineering, manufacturing and processing capabilities that provide the vertical integration they need to manage and control the diverse mix of complex components required to build precision assemblies. Harlow Aerostructures exports its products out of the

State of Kansas via Spirit Aerosystems/Boeing, Cessna, Raytheon, General Dynamics, Vought, Gulfstream, and Israel Aircraft Industries.

Harlow Aerostructures currently employs 53 employees. As a result of the expansion project, Harlow Aerostructures will create 38 new jobs over the next five years, at an average annual salary of \$38,201. The City's Economic Development Incentive Policy requires eligible businesses to pay wages that exceed the lower of the average wage for the Company's type of business or the average of all wages in the Wichita MSA, excluding transportation equipment manufacturing. Harlow Aerostructures meets this threshold.

The expansion project is itemized in Exhibit I attached hereto. Under the Economic Development Incentive Policy, Harlow Aerostructures is eligible for the following property tax abatement:

TAX EXEMPTION ELIGIBILITY

ELIGIBLE % INCENTIVE EXPLANATION

70.0%	New Job Creation:	Harlow Aerostructures will create at least 38 new jobs.
30.0%	Capital Improvements:	Harlow Aerostructures will invest at least \$2,384,170.
100.0%	Sub Total Business - Incentive Eligibility (Maximum allowed is 100%)	
00.0%	Location Premium:	Harlow Aerostructures is not located in the central redevelopment area.

100.0% TOTAL EXEMPTION ALLOWED UNDER ECONOMIC DEVELOPMENT INCENTIVE POLICY

Under the Economic Development Incentive Policy, Harlow Aerostructures, LLC., is eligible for a 100% tax exemption on new personal property for a five-year term.

Financial Considerations: The estimated first year taxes on the proposed \$2,384,170 expansion would be \$57,954 on personal property, based on the 2005 mill levy. Using the allowable tax exemption of 100 percent, the City would be exempting (for the first year) \$57,954 of new taxes from the personal property tax rolls. The tax exemption will be shared among the taxing entities as follows: City - \$16,294; County/State - \$15,456; and USD 259 - \$26,204.

Wichita State University Center for Economic Development and Business Research calculated a cost-benefit analysis indicating benefit-to-cost ratios, which are as follow:

City of Wichita 3.08 to one

Sedgwick County 2.37 to one
USD 259 1.26 to one
State of Kansas 5.75 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The City Attorney's Office has approved the Ordinance as to form. A notice of public hearing has been published.

Recommendations/Actions: It is recommended that City Council close the public hearing, and approve first reading of the Ordinance, granting a 100% tax exemption on the identified personal property improvements for a five year term, and authorize the Mayor to sign.

Attachments: Ordinance.
Harlow Aerostructures, LLC

Exhibit I

Equipment Purchases:

Rockwell Hardness Tester	\$	1,200
Makino Cell A77420,850		
Makino Tooling 51,770		
LK CMM Controller Motherboard Upgrade	2,400	
Cincinnati Monoset Toll & Cutter	7,500	
Glass Bead Blaster	1,100	
Cetco Filter Press	5,543	
500 Gallon Tank for Filter Press	832	
65 Gallon Tank for Filter Press	110	
Dumpster for Filter Press	1,475	
Hot Water Rinse Tank	9,991	
Cold Water Rinse Tank	6,665	
OKK Vertical Machining Center	584,721	
OKK Tooling	21,863	
2 Processing Racks	1,200	
2 Processing Racks	1,950	
Makino 1516	1,265,000	
Total Equipment	\$ 2,384,170	
Total Expansion Project	\$ 2,384,170	

Agenda Item No.35.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No.06-0921

TO: Mayor and City Council

SUBJECT: Public Hearing and Request for Letter of Intent for Industrial Revenue Bonds (Ethanol Products, LLC) (District II)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Close the public hearing and approve the letter of intent.

Background: On September 20, 2005, the City Council approved the issuance of Industrial Revenue Bonds in an amount of \$2,000,000, and a five-plus-five year 100% tax exemption on bond-financed property to Ethanol Products, LLC. Proceeds from the bond issue were used to finance the cost of constructing and equipping a company headquarters facility located at 37th and Webb in northeast Wichita. Ethanol Products is now planning to expand its company headquarters facility and requests the issuance of a two-year Letter of Intent for IRBs in the amount not-to-exceed \$4,000,000. Bond proceeds will be used to finance the cost of constructing an additional office facility. Ethanol Products is also requesting the City Council's approval of a 100% five-year tax exemption on bond-financed property and a second five-year exemption upon City Council approval.

Analysis: Ethanol Products, LLC is a South Dakota company that was formed in May 2000. Ethanol Products is engaged in marketing, trading, distribution, risk management and market development of renewable fuels throughout the United States. Ethanol Products is the second largest supplier of fuel grade ethanol in the United States with over 615 million gallons of production per year, and currently markets for 18 ethanol plants in the upper Midwest, including one in Kansas. Ethanol Products' customers are primarily comprised of the major petroleum companies and the product is delivered to destinations all across the upper Midwest and on both the East and West Coasts.

Ethanol Products has already outgrown the space in its new office building at 9530 E. 37th Street. The company plans to construct a 20,000 s.f. office building that will accommodate its expanded operations. The new facility will be located on Webb Road between 38th and 39th Streets North, in northeast Wichita. The company currently employs 41 at its current location and has committed to hire 45 new employees over the next five years. The average salary at

Ethanol Products is \$116,000 per year.

The proceeds of the proposed \$4,000,000 industrial revenue bond will be used to pay the costs of constructing the new facility.

The firm of Kutak Rock LLP, will serve as bond counsel in the transaction. Ethanol Products will purchase the bonds, and the bonds will not be reoffered to the public. The Company agrees to comply with the City's requirements contained in the Standard Letter of Intent Conditions.

Financial Considerations: The Company agrees to pay all costs of issuing the bonds and the City's \$2,500 annual IRB administrative fee for the term of the bonds. Under the City's Economic Development Incentive Policy, the project qualifies for a 100% tax exemption on property purchased with bond proceeds, based on creation of 45 new jobs and the investment of \$4 million.

The estimated first year's taxes on Ethanol Products' proposed \$4,000,000 expansion would be \$115,157 on real property improvements, based on the 2005 mill levy. Using the allowable tax exemption of 100 percent, the City would be exempting (for the first year) \$115,157 of new taxes from the real property tax rolls. The tax exemption would be shared among the taxing entities as follows: City - \$32,376; County/State - \$30,712; and USD 375 - \$52,069.

The cost/benefit analysis showing the proposed expansion project's fiscal impact on the state and local government has been carried out by Wichita State University's Center for Economic Development and Business Research. Results of the study give the following ratios of benefits to costs:

City of Wichita	1.79 to one
Sedgwick County	1.33 to one
USD 375 Circle	1.00 to one
State of Kansas	15.95 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: Bond counsel will prepare the bond documents. The City Attorney's Office will review and approve the form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve a Letter of Intent to Ethanol Products, LLC for Industrial Revenue Bonds in an amount not-to-exceed \$4,000,000, subject to the Standard Letter of Intent Conditions, for a term of two-years, and approve a 100% tax abatement on all bond-financed improvements for an initial five-year period plus an additional five years following City Council review, and authorize the necessary signatures.

Agenda Item No.36.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0922

TO: Mayor and City Council

SUBJECT: Authorization of Change of Tenant Entity
(Dean & Deluca, Inc.) (District I)

INITIATED BY: City Manger's Office

AGENDA: New Business

Recommendation: Place on first reading the Ordinance authorizing the assignment and amendment of the Lease.

Background: On December 12, 2000, City Council approved the issuance of its Taxable Industrial Revenue Bonds, Series IX-A, 2000, in the amount of \$2,760,000, and its Subordinated Taxable Industrial Revenue Bonds, Series IX-B, 2000, in the amount of \$660,724, to finance facilities for the benefit of Dean & DeLuca, Inc., located at 2526 E. 36th Street N. Circle. The proceeds of the bonds were used to construct a new 52,000 s.f. building addition. Council also approved a 5+5 year property tax abatement on the building addition. The building addition is used primarily for Dean & Deluca operations.

The City has received a request from Dean & Deluca to assign all of its rights, title and interest, obligations and duties as Tenant under the Lease to Northridge Warehouse, LLC, a Kansas limited liability company that is owned by Leslie Rudd, who also is the owner of Dean & Deluca and Standard Liquor Corporation. Dean & Deluca is now requesting City Council consent to an assignment and amendment of the Lease. Dean & DeLuca, Inc. will remain a subtenant, and Standard Liquor, a short-term subtenant, will become a long-term subtenant.

Analysis: Pursuant to Article IX of the Lease, the Tenant may assign its interest in the Lease with the prior written consent of the Issuer. Any subleases other than those to the existing subtenant, will require City consent, and tax abatement will lapse if Dean & DeLuca leaves the financed facility.

Financial Considerations: There is no financial impact to the City as a result of the requested change.

Goal Impact: Economic Vitality and Quality of Life. Economic development incentives such as industrial revenue bonds stimulate the creation of high-quality jobs.

Legal Considerations: The City Attorney's Office has reviewed and approved the Resolution and amended documents as to form.

Recommendations/Actions: It is recommended that City Council approve first reading of the Ordinance authorizing the assignment and amendment of the Lease, and authorize necessary signatures.

Agenda Item No.37.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0923

TO: Mayor and City Council
SUBJECT: Kansas World Trade Center 2006-2007 Contract
INITIATED BY: City Manager's Office
AGENDA: New Business

Recommendation: Approve the contract.

Background: The City of Wichita has contracted for economic development services from the Kansas World Trade Center ("KWTC") in annual amounts of \$50,000, starting in 1998 and continuing through 2005. Prior to 1998, KWTC received annual appropriations from the State of Kansas. From 1999 through 2002, Sedgwick County provided annual funding in the amount of \$50,000. In 2003, KWTC moved its offices from the Wichita Area Chamber of Commerce to the first floor of City Hall and received limited in-kind logistical support in addition to the annual contract amount. In 2005, KWTC moved to its present leased office space at 111 S. Market in downtown Wichita.

Analysis: The mission of the KWTC is to promote the expansion of export activities of businesses in Kansas by providing specialized assistance and research to companies wishing to expand their access to the global marketplace, or to enter it for the first time. In addition to providing consulting and targeted services and targeted research for companies that are actively seeking international trade opportunities, the KWTC also conducts promotional campaigns, language classes, seminars, trade missions and presentations aimed at creating awareness of such opportunities.

In addition to providing international trade services directly to area businesses, the Kansas World Trade Center provides many valuable services for the City of Wichita, including assisting with Sister Cities programs, co-sponsoring the International Trade Processing Center feasibility study, hosting and organizing visiting foreign trade delegations and assisting the CVB, GWEDC and Chamber of Commerce with various international related issues.

Under the proposed contract for services with the City, KWTC will provide economic

development services to increase international trade activity, for the period starting January 1, 2006 and ending December 31, 2007.

Financial Considerations: Payment for the contractual services will not exceed \$50,000 per year for calendar years 2006 and 2007. Funds for this purpose are budgeted in the revised 2006 budget and the adopted 2007 budget and will be paid from the Economic Development Fund.

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

Goal Impact: Economic Vitality and Affordable Living. Promotion of international trade is a vital ingredient in a package of economic development services available to the community's business sector in order to ensure a vibrant economy.

Recommendations/Actions: It is recommended that the City Council approve the proposed 2006-2007 contract with the Kansas World Trade Center and authorize its execution.

Agenda Item No. 38.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0924

TO: Mayor and City Council

SUBJECT: Ordinance to Allow Wholesale Customers a Conditional Option

INITIATED BY: Water & Sewer Department

AGENDA: New Business

Recommendation: Approve the Ordinance allowing Water Utility wholesale customers to exercise an option to be charged for service at a uniform rate, rather than the standard tiered structure.

Background: Wholesale customers are customers who buy water from Wichita at wholesale rates through a master meter, then redistribute the water to their retail customers. Examples of Wichita's wholesale water customers are Derby and Valley Center.

In 1993, the Water Utility adopted a base extra capacity rate structure that called for all water customers to be charged at a tiered rate tied to the percentage of their current usage, in comparison with a calculated winter average.

A wholesale rate was created at the time using the same concept as that applied to retail customers: a tiered rate structure based on winter averages. This was based on being equitable to retail and wholesale customers. It would have been unfair to apply a conservation-based rate structure to Wichita's retail customers, yet not apply similar standards to customers in outlying areas.

Analysis: Comments from several wholesale customers in recent years prompted the Department to reexamine the policy of applying the tiered rate structure to wholesale customers. Their comments were directed at several issues which are problematic for them. In summary, they are:

- The unpredictability of pricing owing to consumption falling into higher rate blocks if winter averages are exceeded (usage below 110 percent of AWC is \$.85, while usage above that level is \$4.50).

- The possibility that another potential wholesale supplier could compete effectively for water service to Wichita's existing wholesale customers by marketing services aimed at supplying only that marginal component of water supplied to the wholesale customer at higher block rates.

The information from wholesale customers pointed towards having all water purchased from Wichita charged at a uniform rate. In considering this, it was noted that the equity argument was still important; however, it can be successfully addressed by requiring that the wholesale customer adopt retail rates similar to those employed by Wichita.

As a result of these discussions, the professional services of Raftelis Financial Consultants Inc. was retained to examine the practicality of applying uniform rates to wholesale customers, and to develop a uniform wholesale rate that could be conditionally adopted by Wichita's wholesale water customers. The study was completed October 2005 and resulted in a calculated uniform wholesale rate of \$1.38 per thousand gallons.

Financial Considerations: The optional change to the uniform rate is designed to result in revenue neutrality. The rate will not result in substantial increases, or decreases, in the charges to wholesale customers.

Goal Impact: This proposal will promote achievement of the following goal: Ensuring efficient infrastructure. A subcategory under this is to "provide reliable, compliant, and secure utilities." Effectively partnering with other municipalities in the metropolitan area results in reduced over all cost of utility services by taking advantage of economies of scale and the proven expertise of Wichita's staff in providing utility services.

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

Recommendations/Actions: It is recommended that the City Council approve the amended Ordinance and place the Ordinance on first reading.

Agenda Item No. 39.

City of Wichita
City Council Meeting
September 12, 2006

AGENDA REPORT NO. 06-0925

TO: Mayor and City Council

SUBJECT: Master Planning Update

INITIATED BY: Cynthia Berner Harris

AGENDA: New Business

Recommendation: Endorse the plan.

Background: The Wichita Public Library has used master plans to guide development, relocation and realignment of its library facilities dating back to at least 1965. The current plan, adopted in 1999, was the basis for the creation of the Evergreen and Lionel D. Alford branch libraries.

Analysis: The Library Board of Directors began work updating the current plan in 2004. With assistance from Gossen Livingston Associates and The Research Partnership, a combination of trend analysis of library use, comparative analysis with standards for public library service, focus groups, telephone surveys, presentations to community groups and collection of comments from library customers and members of the six district advisory boards to guide development and refinement of the master plan adopted by the Library Board of Directors on August 15, 2006.

The plan includes the following strategies:

By 2011: Create a new 135,000 s.f. Central Library in the core area of the City

By 2013: Replace the current Westlink branch with a 25,000 s.f. regional library in the general area of the present location (incorporating the current Orchard branch)

By 2016: Create a new 7,500 s.f. neighborhood branch library for Southeast Wichita in the general area of Pawnee and George Washington Boulevard (relocating and combining the Planeview and Linwood branches)

Between 2016 and 2021: Create a new 25,000 s.f. regional library in far East/Northeast Wichita (relocating and combining the Comotara and Rockwell branches)

By 2021: Expand and/or remodel the remaining facilities in the library system (Alford, Angelou and Evergreen) as need as use might dictate

Financial Considerations: Endorsement of the plan has no financial impact. It is estimated that costs for all proposed projects over the lifetime of the plan will be in the vicinity of \$56,000,000. Specific costs, however, can only be developed after sites and program requirements for facility changes are identified.

Goal Impact: The plan addresses the Quality of Life goal by enabling the Wichita Public Library system to expand its capacity for service delivery into the future. In addition, it impacts the

Efficient Infrastructure goal by working to optimize library facilities and may impact the Dynamic Core Area and Vibrant Neighborhoods if access and services at the Central Library can be enhanced.

Recommendations/Actions: Endorse the plan as adopted by the Library Board of Director

Agenda Item No. 40.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0926

TO: Mayor and City Council Members

SUBJECT: Amendment to Franchise Ordinance No. 42-264 with Cox Communication Kansas LLC.

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the franchise amendment.

Background: The current cable television franchise was granted for the operation of a broadband telecommunications network on February 8, 1994, and effective April 10, 1994. The 15-year franchise was granted to Multimedia Cablevision, Inc., and now is assigned to Cox Communications Kansas LLC. ("Cox"). A requirement of the franchise was that Cox provide five channels for education and governmental access. In providing such channels, Cox was meeting Federal cable requirements to make public, education, and governmental (PEG) channels available in the community. Cox has now requested a reduction in the PEG channels to three. This change will require an amendment to the franchise ordinance.

Currently, Cox allocates five channels through the City's franchise. Three channels are allocated to USD #259, one channel to WSU and the last channel is the City's Channel 7. Cox is proposing that the three allocated to USD #259 be reduced to one. USD #259 concurs with the proposal. If Cox's proposal is implemented, one channel would be allocated to USD #259, one channel to WSU, and the City would retain its Channel 7.

When cablevision was first introduced to the public, cities negotiated franchises for channels for their use and their communities use. Twenty years have passed, a lot of experience has been gained and cities are discovering that it's not the quantity but the quality of programming for channels. After all, even networks have a difficulty of programming 24/7. The City of Wichita is just beginning to understand the how, what and why of Channel 7. USD #259 has learned that one channel will fit their needs in the future. Cox can better utilize the two channels to offer more programming options to their customers.

Analysis: The franchise ordinance amendment would revise the section of the franchise that pertains to cable installation requirements. Three educational and governmental channels would be required. It would maintain one channel each for the use of the City, WSU, and USD #259.

Staff believes that this amendment provides a win-win situation for all stakeholders. Staff recommends that the approval of this franchise amendment be conditioned upon the City and WSU maintaining their current channel assignments and USD #259 maintaining its channel of choice.

Financial Considerations: There will be no direct financial impact on the franchise fees paid under the franchise. Cox is required to pay for publication of the ordinance.

Legal Considerations: The franchise amendment has been drafted and approved as to form by the Law Department. The ordinance will be effective upon approval by City Council after two readings and upon one publication.

Recommendation/Action: It is recommended that the City Council approve first reading of the ordinance.

ATTACHMENTS

Request Letter from Cox Communications
Delineated ordinance amendment

DELINEATED

Ordinance No. _____

AN ORDINANCE AMENDING SECTION 19 OF ORDINANCE NO. 42-264 OF THE CITY OF WICHITA, KANSAS, PERTAINING TO A FRANCHISE GRANTED TO MULTIMEDIA CABLEVISION, INC. AND ASSIGNED TO COX COMMUNICATIONS, LLC, TO CONSTRUCT, OPERATE AND MAINTAIN A BROADBAND TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF WICHITA; AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 19 of Ordinance No. 42-264 is hereby amended to read as follows:

SECTION 19. Installation Requirements. The system shall be installed and maintained in accordance with the highest and best accepted standards of the industry to the effect that subscribers shall receive the highest possible service. In determining the satisfactory extent of such standards, the following, among others, shall be considered:

- (a) That the system be installed using all band equipment capable of passing the entire VHF and FM spectrum, and that it have the further capability of converting UHF for distribution to subscribers on the VHF band;
- (b) That the system, as installed, be capable of passing standard color TV signals without the introduction of material degradation on color fidelity and intelligence;

(c) That the system and all equipment be designed and rated for twenty-four hours per day continuous operation;

(d) One channel or band is to be reserved for the use of the City. The City will pay for any special equipment necessary to feed into the system, such as TV cameras, fire alarm boxes, etc., and will pay for the maintenance for such special equipment.

(e) Four Two channels or bands are to be reserved for the use of public learning institutions. Specifically one channel or band is to be reserved for the use of The Wichita State University and three channels or bands are one channel or band is to be reserved for the use of Unified School District #259. Such learning institutions shall pay for any special equipment necessary to feed into the system and will pay for the maintenance for such special equipment.

SECTION 2. The original of Section 19 of Ordinance no. 42-264 is hereby repealed.

SECTION 3. This ordinance shall be effective upon its passage and publication once in the official City newspaper.

ADOPTED etc etc etc.

Agenda Item No. 41.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No.06-0927

TO: Mayor and Council Members

SUBJECT: Fire Stations #20, #21 and #22 (Districts II, III and V)

INITIATED BY: Fire Department
Department of Public Works

AGENDA: New Business

Recommendation: Approve the project.

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

The next phase of construction is scheduled for 2007 – 2008, when Fire Stations #20, #21 and #22 will be built. To expedite the design process, a Request for Proposal (RFP) for architectural design services has been issued.

Analysis: Geographic Information Systems (GIS) modeling has identified three general locations for Fire Stations that would maximize efficiency and effectiveness of fire and emergency medical response. The locations will improve geographic coverage, will reduce both first- and second-in unit response times, and will generally provide more coverage for both developed and developing areas of the City.

A station at the Pawnee and Greenwich area would serve the far southeast portion of the City, the 21st St. N. and 135th St. W. area would serve far northwest Wichita, and the Wassell and Hydraulic area would improve service to the south central part of Wichita. All of these locations would also provide significant service improvements to areas adjacent to the City, in support of the Enhanced First Responder agreement.

Three general activities are required to open the Fire Stations: land acquisition, design and construction. All of these activities will be returned to City Council for review and approval. Contracts for land purchase and design services will need to be approved, as well as the award of the construction contract. Ideally, the first of the three stations will be operational in late 2007,

with the other two stations coming on line in 2008.

Financial Considerations: The Adopted 2005 – 2014 Capital Improvement (CIP) Program includes \$7.3 million for three Fire Stations. The funding includes land acquisition, architectural design, construction and equipment, including up to three new Fire Engines. The operating costs for staffing the stations is included in the 2007 – 2008 Adopted Budget.

Goal Impact: Construction and staffing of these Fire Stations will impact the Provide a Safe and Secure Community Goal. Specifically, the stations will address the maintained and/or improved response times indicator.

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

Recommendation/Action: It is recommended the City Council approve the project, adopt the bonding resolution, and authorize staff to begin land acquisition activities.

Agenda Item No. 42.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0928

TO: Mayor and City Council

SUBJECT: StopBlight: (1) Amended Housing Code Ordinance (Title 20.04) (2) New Vacant and Neglected Buildings Ordinance (Title 30.01)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendation: It is recommended that the City Council approve first reading of the ordinances.

Background: Over the past year, the City Council has expressed its desire to strengthen neighborhoods, and particularly, to find more effective ways to eliminate blighting influences such as deteriorating, vacant and/or abandoned buildings. A significant part of this effort includes the “StopBlight” initiative.

The StopBlight initiative, as first presented in a City Council workshop in early 2006, included five (5) key strategies: (1) obtaining tax delinquent property through tax foreclosure or “special” tax foreclosure purchases made by the City or qualified neighborhood non-profit entities, and working with Sedgwick County to promote more timely and frequent tax foreclosure sales; (2) identifying and developing resources to allow for bidding and/or outright purchase of properties that can be rehabilitated or redeveloped; (3) strengthening boarded and/or abandoned/long-term vacant building ordinances, policies and procedures; (4) requiring local agent designation/registration for problem properties owned by non-local persons or entities; and (5) creating means to acquire and “land-bank” land for future re-use.

At the August 15, 2006 City Council workshop, staff presented an overview of proposed ordinances, processes and procedures related to strategies 3 and 4 above, focusing primarily on proposed revisions to the current Housing Code (Chapter 20.04 of the Code of the City of Wichita) and a proposed new Vacant and Neglected Building Code (Chapter 30.01). The City Council indicated substantial support for the proposed ordinance amendments, and directed staff to prepare the ordinances for City Council review and adoption (with the understanding that the other key strategies would continue to be developed for implementation).

Analysis: Primary proposed changes are outlined below for each Code Chapter. Other significant complementary policy/procedure changes to be implemented upon adoption of the ordinances are also briefly described.

Chapter 20.04 – Housing Code

- Several new or significantly amended definitions, including: “Apartment building”, “Operator”, “Owner” and “Resident Agent.” The proposed modifications provide necessary clarification for enforcement and prosecution purposes, and provide key linkages to the new Vacant and Neglected Buildings Code’s building and/or out-of-county “resident agent” registration requirements.

- Significant changes to Housing Code court penalties, including: (1) increased potential maximum fines per violation (for first offenses) from \$500 to \$1,000 (no minimum fine is established for first offenses); (2) increasing maximum fines for repeat offenders of the Housing Code (convictions of similar code offenses within a five-year time frame); and (3) increasing minimum fine amounts for repeat offenders. Currently, the Code has no schedule of increasing maximum fines for repeat offenders and no minimum fine amounts for repeat offenders.

- New provisions in the penalties section that allow the court to order community service as part of or in lieu of fines, but only after the defendant has filed affidavits of financial condition, and the court has reviewed and determined from affidavit information that the defendant is financially unable to pay the imposed fines.

- New provisions in the penalties section that allow the judge, in addition to fines and other penalties, to require a defendant to register the problem property (as required by the proposed new Vacant and Neglected Buildings Ordinance).

In addition to the proposed ordinance changes, City staff has developed (and proposes to implement) a Housing Code Diversion Program for qualified/eligible first-time offenders. The program will develop realistic and attainable compliance targets, and will attempt to connect income and otherwise eligible defendants with appropriate resources to complete required repairs. A summary of diversion eligibility criteria and program process was presented during the August 15, 2006 City Council workshop.

Chapter 30.01 – New Vacant and Neglected Buildings Code

- Defines “buildings” covered by the ordinance to include all structures used for residential, public, institutional, business, industrial or storage purposes.

- Defines “boarded buildings”.

- Defines “resident agent”.

- Defines “vacant buildings” to include unoccupied buildings (whether or not boarded) for

which one or more of the following has occurred: (1) the building has been the subject of two or more notices of violation of provisions of the Housing Code or the minimum maintenance code for existing non-residential buildings within the past 18 months, and the owner has failed to demonstrate due diligence to abate the violations; (2) the building is unsecured; (3) the building has sustained significant fire, wind or water damage and is uninhabitable; (4) the building has been declared a criminal nuisance per state statute; (5) the building has been boarded for more than 90 days; (6) the building has sustained substantial deterioration due to lack of maintenance; (7) the owner has failed to appear and a warrant has been issued in municipal court for violations of the Housing Code, the minimum maintenance code for existing non-residential buildings, or the provisions of the Vacant and Neglected Buildings Code; or (8) the owner has refused to accept service of notices of violations of the Housing Code, the minimum maintenance code for existing non-residential buildings, or the provisions of the Vacant and Neglected Buildings Code.

; Defines “neglected buildings” as occupied buildings in which one or more of the following has occurred within the past 18 months: (1) the building has been the subject of two or more notices of violation of provisions of the Housing Code or the minimum maintenance code for existing non-residential buildings within the past 18 months, and the owner has failed to demonstrate due diligence to abate the violations; (2) the building has been declared a criminal nuisance per state statute; (3) the building has sustained substantial deterioration due to lack of maintenance; (4) the owner has failed to appear and a warrant has been issued in municipal court for violations of the Minimum Housing Code, the minimum maintenance code for existing non-residential buildings, or the provisions of the Vacant and Neglected Buildings Code; or (5) the owner has refused to accept service of notices of violations of the Minimum Housing Code, the minimum maintenance code for existing non-residential buildings, or the provisions of the Vacant and Neglected Buildings Code.

; Requires owners of vacant or neglected buildings to register such buildings with OCI, including a registration fee of \$25. The registration must include the following: (1) premise description; (2) names and addresses of the owner or owners; (3) the names and addresses of all known lien holders and all other parties with a legal or equitable interest in the building; (4) the name of the resident agent designated to act on behalf of the owner to accept legal processes and notices, and to authorize required repairs; and (5) if the building is vacant, a detailed “Statement of Intent” to be submitted within 30 days of the date that the Superintendent orders the structure to be registered.

The Statement of Intent must be reviewed and approved by the Superintendent of Central Inspection, and must include information regarding: (1) the expected period of vacancy; (2) a plan for regular maintenance during the period of vacancy; (3) a reasonable plan and time line for the sale, rehabilitation or demolition of the building; and (4) any other information required by the Superintendent of Central Inspection.

; Establishes criteria for removal of vacant or neglected buildings from registration, including: (1) compliance with all environmental health and life safety standards set forth in applicable City codes; (2) removal or demolition by the property owner; or (3) abatement or demolition by the City.

• Establishes civil penalties against owners of vacant and/or neglected buildings that: (1) are not registered as legally required by the Superintendent of Central Inspection; (2) do not have an acceptable and/or approved, “Statement of Intent” submitted by the owner or their designee; or (3) do not comply with the approved “Statement of Intent” action plan. A civil penalty of \$250 may be assessed for each 90-day period that a violation of the Vacant and Neglected Buildings Ordinance continues to exist, not to exceed \$1,000 per building per calendar year.

• Establishes an appeals process and the procedures for owners and/or their legally designated agents to appeal decisions of the Superintendent of Central Inspection (or his designees) to the Board of Code Standards and Appeals (BCSA), and to appeal BCSA decisions to the City Council.

• Does not preclude other legal action, and in no way limits the penalties, actions or abatement procedures that may be taken by the City for violations of the Housing Code, the minimum maintenance code for existing non-residential buildings, the Unified Zoning Code or environmental health codes.

Financial Considerations: An initial \$25 vacant and/or neglected building registration application fee is required, and will be used to help offset the administrative expenses of OCI and other City Departments.

Goal Impact: On January 24, 2006, the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. The proposed ordinances support both the “Provide a Safe and Secure Community” goal and the “Dynamic Core Area and Vibrant Neighborhoods” goal. The proposed ordinances will provide new tools to more effectively eliminate dangerous and/or blighted buildings, and will enhance efforts to revitalize neighborhoods and the core area.

Legal Considerations: The ordinances have been prepared by the Law Department and have been approved as to form.

Recommendations/Actions: It is recommended that the City Council approve first reading of the ordinances amending Chapter 28.04 of the Code of the City of Wichita and creating Chapter 30.01 of the Code of the City of Wichita.

Attachments: (1) Delineated copy of ordinance amending Chapter 20.04 – Housing Code; (2) delineated copy of the ordinance creating Chapter 30.01 – Vacant and Neglected Buildings Code.

(First Published in the Wichita Eagle on _____)

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 20.04.010, 20.04.030, 20.04.040, 20.04.050, 20.04.055, 20.04.060, 20.04.100, 20.04.110, 20.04.155 AND 20.04.200, OF THE CODE OF THE CITY OF WICHITA, KANSAS, ALL PERTAINING TO THE HOUSING CODE OF THE CITY OF WICHITA, KANSAS AND REPEALING THE ORIGINALS OF SECTIONS 20.04.010, 20.04.030, 20.04.040, 20.04.050, 20.04.055, 20.04.060, 20.04.100, 20.04.110, 20.04.150 AND 20.04.200 OF THE CODE OF THE CITY OF WICHITA.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:
SECTION 1. Section 20.04.010 of the Code of the City of Wichita, Kansas shall be amended to read as follows:

“Definitions.” The following definitions shall apply in the interpretation and enforcement of this chapter:

Whenever the words ‘dwelling’, ‘dwelling unit’, ‘roominghouse’, ‘rooming unit’, ‘premises’ are used in this chapter, they shall be construed as though they were followed by the words ‘or any part thereof.’

(1) ‘Accessory structure’ means a structure, the use of which is incidental to that of the main building and which is attached thereto or located on the same premises.

(2) ‘Apartment building’ means a residential building designed or used for three or more dwelling units, including hallways, laundry facilities, common use areas and means of ingress and egress to such dwelling or dwelling units.

(2) (3) ‘Basement’ means that portion of a dwelling between floor and ceiling which is partly below and partly above grade.

(3) (4) ‘Building Code’ means the City of Wichita Building Code.

(4) (5) ‘City’ means the City of Wichita, Kansas.

(5) (6) ‘Deterioration’ means the condition or appearance of a building characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay or neglect, excessive use or lack of maintenance.

(6) (7) ‘Dwelling’ means any building, apartment building, mobile home or manufactured home which is wholly or partly used or intended to be used for living or sleeping by human occupants.

(7) (8) ‘Dwelling unit’ means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking, eating and part of which is exclusively or occasionally used for cooking.

(8) (9) ‘Efficiency Dwelling Unit’ is a dwelling unit containing only one habitable room and meeting the requirements of 20.04.060 (1)(a) of this code.

(9) (10) 'Electrical Code' means the City of Wichita Electrical Code as adopted by the City of Wichita.

(10) (11) 'Electrical Inspector' means a person employed by the City of Wichita, in the Office of Central Inspection, for the purpose of inspecting electrical installations.

(11) (12) 'Extermination' means the control and elimination of insects, rodents or other pests and termites by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other recognized and approved pest elimination method.

(12) (13) 'Fire Chief' means the Director of the Fire Department of the City or his/her authorized representative.

(13) (14) 'Good state of repair' means sound, stable, free of deterioration, and performing the function for which intended.

(14) (15) 'Good working condition' means the item is fully operable for the use for which it was intended.

(15) (16) 'Guardrail' means a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level.

(16) (17) 'Habitable room' means a room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet rooms, laundries, pantries, foyers, communicating corridors, closets, storage spaces and basement rooms used only for recreational purposes.

(17) (18) 'Handrail' means a railing provided for grasping with the hand for support.

(18) (19) 'Health officer' means the Director of the Wichita-Sedgwick County Department of Public Health Environmental Services Department or his/her authorized representative such as public health sanitarian or public health engineer or public health nurse.

(19) (20) 'Hotel.' See 'Roominghouse.'

(20) (21) 'Hot Water' means the water supply to plumbing fixtures heated to a temperature of not less than 110oF.

(21) (22) 'Infestation' means the presence, within a structure, of any insects, rodents or other pests which may be harmful to the health or safety of the occupants or the soundness of the structure.

(22) (23) 'Manufactured Home' means a structure consisting of one or more mobile components manufactured to the standards embodied in the National Manufactured Home Construction and Safety Standards Act generally known as the HUD Code established pursuant to 42 U.S.C. § 5403. Such units shall provide all the accommodations necessary to be a dwelling unit and shall be connected to all utilities in conformance with applicable regulations.

(23) (24) 'Mechanical Code' means the City of Wichita Air Conditioning Refrigeration and Warm Air Heating Code as adopted by the City of Wichita.

(24) (25) 'Mechanical Equipment' means gas-burning equipment and appliances.

(25) (26) 'Mobile home' for purposes of this chapter, means a moveable detached single-family dwelling unit that was manufactured prior to 1976 and is not in conformance to the National

Manufactured Home Construction and Safety Standards Act, or HUD Code, and licensed and located in accordance with Chapter 26 of the Code of the City of Wichita.

(26) (27) 'Motel'. See 'Roominghouse.'

(27) (28) 'Occupant' means any person, with or without the knowledge or consent of the owner, who has actual possession of a dwelling unit or rooming unit and who is living, sleeping, cooking or eating within the dwelling unit or rooming unit.

(28) (29) 'Operator' means any person who has charge, care or control of a building, or part thereof, with or without the knowledge or consent of the owner, in which dwelling units or rooming units are let.

(29) (30) 'Owner' means any person who is a holder of any legal or equitable interest in the premises, and alone or jointly or severally with others,

(A) Has record legal title to any dwelling or dwelling unit with or without accompanying actual possession thereof; or

(B) Has charge, care or control of any dwelling or dwelling unit and if the case permits, which may include all persons who have an interest in a structure and any who are in possession or control thereof as owner or agent of the owner, contract purchaser, or as executor, executrix,

administrator, administratrix, trustee or guardian of the estate of the owner; or

(C) Collects rent for a dwelling or dwelling unit on behalf of or in place of the owner.

Any such person representing the owner shall be bound to comply with the provisions of this chapter to the same extent as if he/she were the owner, and upon failure to comply therewith shall be subject to the same penalties hereinafter set out.

In the absence of substantial evidence to the contrary, records of the Sedgwick County Clerk's Office, Register of Deeds or certified copies of court records or judgments of any court shall be conclusive evidence of the ownership of the property.

(30) (32) 'Person,' as used in this chapter, means any individual, firm, association, joint stock company, syndicate, partnership, or other legal entity, or a natural person for the purposes of the occupancy standards hereof.

(31) (33) 'Plumbing' means and includes all of the following supplied facilities and equipment: gas pipes, water heaters, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes-washing machines, catch basins, drains, vents, and any other similar supplied fixtures, together with all connections to water, sewer or fuel lines, including water pipes and lines utilized in connection with air-conditioning equipment.

(32) (34) 'Plumbing Code' means the City of Wichita Plumbing and Gas Fitting Code as adopted by the City of Wichita.

(33) (35) 'Premises' shall mean a lot, plot or parcel of land including the dwellings and structures located thereon.

(36) 'Resident Agent' means a natural person residing within Sedgwick County, Kansas, or a company or agency with a manager or agent who resides in Sedgwick County, Kansas, authorized to make or order repairs, service to units and receive notices on behalf of the owner.

(34) (37) 'Roominghouse' means any dwelling, or that part of any dwelling, containing one or more rooming units, in which space is available and used, or intended to be used, by five or more

persons, none of whom are the legal spouse, offspring, parent, or sibling of the owner or operator.

(35) (38) 'Rooming unit' means any room or group of rooms forming a single habitable unit, used or intended to be used for living and sleeping, but no part of which is exclusively or occasionally used for cooking.

(36) (39) 'Safe and Sanitary' for purposes of this chapter shall mean free from conditions that are dangerous or could cause injury and free from elements such as filth or bacteria that endanger health.

(37) (40) 'Sewer Code' means the City of Wichita Sewer, Sewage Disposal and Drains Code as adopted by the City of Wichita.

(38) (41) 'Structurally Sound' means free of imperfections and/or deterioration which affect the intended use of a structure or the integrity of the

footing, foundation, wall, roof, chimney, arch, window, door or porch/deck support systems.

(39) (42) 'Superintendent of Central Inspection' means the superintendent or person in charge of the Office of Central Inspection of the City or his/her authorized representative.

(40) (43) 'Supplied' means paid for, furnished or provided by or under the control of the owner or operator.

(41) (44) 'Temporary housing' means any tent, trailer or motor home used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure or to any utilities system for up to thirty (30) consecutive days.

(42) (45) 'Workmanlike manner' means installation or repair which meets the minimum recommended installation and maintenance requirements of the product manufacturer and meets all applicable code requirements."

SECTION 2. Section 20.04.030 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

"Minimum standards for basic equipment and facilities. No person shall occupy as owner-occupant or let to another for occupancy permit another to occupy any dwelling or dwelling unit, for the purpose of living, sleeping, cooking, or eating therein, which does not comply with the following requirements:

(1) Every dwelling or dwelling unit shall contain a kitchen sink;

(2) Every dwelling or dwelling unit shall contain a room, separate from the habitable rooms, which affords privacy to a person within such room and which is equipped with a flush water closet and a lavatory basin. Such lavatory basin may be located outside the room containing the flush water closet provided it is convenient to such room and such location is approved by the superintendent of central inspection or his/her designee;

(3) Every dwelling or dwelling unit shall contain a room, separate from the habitable rooms, which affords privacy to a person within such room and is equipped with a bathtub or shower;

(4) Every kitchen sink, lavatory basin, and bathtub or shower required under the provisions of paragraphs (1), (2) and (3) of this section shall be properly connected to both hot and cold water lines. The hot water lines shall be properly connected with supplied water-heating facilities which are properly installed, are maintained in safe and good working condition, and are capable of heating water to such a temperature as to permit an adequate amount of hot water to be drawn at required kitchen sink, lavatory basin and bathtub or shower, even when the heating facilities

required by this chapter (paragraph (5), Section 20.04.040 of this chapter) are not in operation;

(5) All plumbing fixtures required by this section, or otherwise provided, shall be in good working condition and properly connected to a water system and to a sewerage system approved by the health officer;

(6) Every dwelling or dwelling unit shall be provided with adequate trash storage facilities whose type and location are approved by the health officer;

(7) Every dwelling or dwelling unit shall have adequate garbage disposal facilities or garbage storage containers, whose type and location are approved by the health officer;

(8) Every dwelling or dwelling unit shall have approved, safe, unobstructed direct means of egress leading to safe and open space at ground level, which is accessible to a public street or alley;

(9) Every dwelling or dwelling unit shall have cabinets and/or shelves for the storage of eating, drinking and cooking equipment and utensils and of food that does not under ordinary summer conditions require refrigeration for safe keeping; and a counter or table of sound construction furnished with surfaces that are easily cleanable and that will not import any toxic or deleterious effect to food, with a minimum counter top area of eleven square feet, provided that vinyl-type floor coverings shall not be allowed to be used as a countertop surface;

(10) Every dwelling or dwelling unit shall have a stove, or similar device, for cooking food and a refrigerator, or similar device, for

safe storage of food at temperatures less than forty-five degrees Fahrenheit but more than thirty-two degrees Fahrenheit under ordinary maximum summer conditions, which are properly installed with all necessary conditions for safe, sanitary and efficient operation; provided that such stove, refrigerator and/or similar devices need not be installed when a dwelling unit is not occupied and when the occupant is expected to provide same on occupancy, and that sufficient space and adequate connections for the safe and efficient installation and operation of said stove, refrigerator and/or similar devices are provided;

(11) Every dwelling or dwelling unit shall have a suitable cabinet for storage of drugs, and a suitable facility for the safe storage of household poisons and other hazardous products;

(12) Every dwelling or dwelling unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than thirty inches in front;

(13) Every dwelling or dwelling unit shall be equipped with safe, functioning locking devices on all exterior doors and ground floor windows of the dwelling or dwelling unit;

(14) All existing installations and/or repairs made to conform to this and all other applicable city codes, must be installed in a workmanlike manner.”

SECTION 3. Section 20.04.040 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

“Minimum standards for light, ventilation, electricity and heating. No person shall occupy as owner-occupant or let to permit another for occupancy to occupy, any dwelling or dwelling unit,

for the purpose of living therein, which does not comply with the following requirements:

- (1) Every habitable room shall have at least one window facing directly to the outdoors with a minimum total window area, measured between stops, for every habitable room with an area of not less than one-twelfth of the floor area of such room; provided that the superintendent of central inspection may accept less total window area if it can be reasonably demonstrated that adequate natural daylight illumination will be available, provided, further, that positive mechanical ventilation equal to eight changes of air per hour may be provided in lieu of such windows for kitchens in buildings two or more stories in height containing four or more dwelling units. Any window with an outside vertical light obstruction, located within three feet of and facing the window and extending above the window, shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area;
- (2) Every habitable room shall have at least one window which can easily be opened and such openable window space shall equal at least

forty-five percent of the minimum window area required in paragraph (1); or provided that positive mechanical ventilation or such other device as will adequately ventilate the room may be approved by the superintendent of central inspection in lieu of such openable window;

- (3) Every bathroom and water closet room shall comply with the light and ventilation requirements for habitable rooms contained in paragraphs (1) and (2) of this section, except that no window shall be required in bathrooms and water closet rooms equipped with a ventilation system which is installed in accordance with the, building code. An openable skylight, approved by the superintendent of central inspection, may be used in lieu of a window in bathrooms and water closet rooms;

- (4) Every dwelling or dwelling unit shall be connected to an electrical supply, provided by an electrical utility company. Every habitable room of any existing dwelling shall contain at least three separate wall type electric convenience duplex outlets or two such convenience duplex outlets and one ceiling electric light fixture.

Exception: This requirement may be reduced to at least two separate wall type electric convenience duplex outlets or one such convenience duplex outlet and one ceiling light fixture if the superintendent of central inspection or his/her designee determines that the existing occupant load of the dwelling unit and/or the use or load of electric appliances, equipment, lights, and/or fixtures in any habitable

room does not pose a safety problem or hazardous condition.

Every toilet room, bathroom, laundry room, furnace room, private and public hall shall contain at least one ceiling electric light fixture or wall-type electric light fixture. Every such outlet and fixture shall be properly installed and shall be maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner;

- (a) The minimum capacity of the electrical service supply and the main disconnect switch shall be sufficient to adequately carry the total load required in accordance with the city electrical code.

- (b) Where the determination is made by the electrical inspector, upon examination of the existing electrical service supply, that the electrical service supply is being used in such manner as would constitute a hazard to the occupants or would otherwise constitute a hazard to life and property, such as but not limited to, overloading of circuits, unsafe wiring or inadequate wiring,

then such conditions shall be corrected by a licensed electrical contractor of the city in conformance to the city electrical code.

Exception: If the owner-occupant of a detached single-family dwelling desires to install any electrical installations on the load side of the service panelboard in the main structure or in the

usual accessory buildings thereto, the owner occupant shall obtain an electrical permit as required by the city electrical code upon fulfillment of exam and plan review requirements as administered by the electrical section of the office of central inspection. The owner obtaining said permit shall personally purchase all materials and shall personally perform all labor in connection with the permitted project. The owner shall call for all inspections and otherwise be responsible to comply with all the applicable provisions of the city electrical code.

(c) Extension cords shall not be used as a substitute for the fixed wiring of a structure if such cord runs through holes in walls, ceilings, floors, doorways, windows, or similar openings, is attached to building surfaces, or is concealed behind building walls, ceilings, or floors.

(d) Smoke Detectors. Every dwelling shall have smoke detectors installed in accordance with Section 15.02 of this code.

(5) Every dwelling or dwelling unit shall have heating facilities which are properly installed, are maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms and water closet rooms located therein to a temperature of at least seventy degrees Fahrenheit. Such heating equipment shall be operated as reasonably necessary to allow maintenance of a temperature in

all habitable rooms of seventy degrees Fahrenheit at a point three feet above the floor;

(6) From April 1st to November 30th of each year, every door opening directly from a dwelling to outdoor space, used for ventilation, shall have a supplied screen door and a self-closing device; and every window or other direct opening to outdoor space from the dwelling, used for ventilation, shall likewise be supplied with screens; provided that screens shall not be required in windows or other openings above the third floor of any dwelling. All screens shall be adequate to exclude insects and of a type approved by the superintendent of central inspection or his/her designee;

(7) Every basement window used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with a screen or other such device as may be determined by the superintendent of central inspection or the health officer to effectively prevent their entrance;

(8) Every public hall and stairway in or leading into a multiple dwelling shall be adequately lighted at all times so as to provide in all parts thereof at least six foot candles of light at the tread or floor level by natural or artificial means. Every public hall and stairway in structures containing not more than two dwelling units shall be supplied with conveniently located light switches controlling an adequate lighting

system which may be turned on when needed, or automatic lighting system, instead of full time lighting;

(9) There shall not be any unvented or improperly vented space and/or room heaters in any dwelling unit. Space and/or room heaters shall be of a type listed for vented use, and shall be connected to a vent approved for use with such appliance. If such space and/or room heaters are

equipped with a pilot light, it shall be an approved automatic safety type device. Vented freestanding space and/or room heaters shall be installed with provisions for supplying sufficient combustion air and with clearance from combustible material as listed on the appliance, and in compliance with the mechanical code.

(10) Every residential structure shall contain ceiling insulation material that meets the requirements of Federal Specification HH-I-515C including a flame spread factor of fifty or less and that achieves a minimum rating factor of R-19 as approved by the superintendent of central inspection. Any ceiling insulation material that is installed hereafter in an existing residential structure shall meet the requirements of Federal Specification HH-I-515C including a flame spread factor of fifty or less as approved by the superintendent of central inspection, and shall, in addition, contain an R rating factor label. The ceiling insulation material shall be installed in accordance with the manufacturer's specifications and in a manner that achieves a minimum rating factor of R-19. R shall be

defined for purposes of this section as that term is defined by the American Society of Heating, Refrigeration and Air Conditioning;

(11) All existing installations and/or repairs made to conform to this and all other applicable codes, must be installed in a workmanlike manner.”

SECTION 4. Section 20.04.050 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

“General requirements relating to the safe and sanitary maintenance of parts of dwellings and dwelling units. No person shall occupy as owner-occupant or let to permit another for occupancy to occupy any dwelling or dwelling unit, for the purposes of living therein, which does not comply with the following requirements:

(1) Foundations. Every footing, foundation, foundation wall and foundation support shall be substantially weathertight, watertight, and rodentproof, and shall be maintained in structurally sound condition and good repair, free of cracks, and/or loose or missing mortar;

(2) Structural Supporting Members. Supporting structural members are to be maintained in a structurally sound condition and in good repair, free of deterioration and rot, capable of bearing imposed live and dead loads in a safe manner;

(3) Chimney and Towers. All chimneys and towers shall be maintained in structurally sound condition and good repair, free of cracks and loose and/or missing mortar;

(4) Exterior walls. All exterior walls and wall coverings shall be maintained in sound condition and good repair, free of deterioration and rot, substantially weathertight, watertight and rodentproof, and free of missing and/or loose mortar. New wall coverings shall be installed in a workmanlike manner using building materials recognized for that purpose in compliance with the building code;

(5) Roof Covering. Roofs shall have a covering free of holes, cracks or excessively worn surfaces, which will prevent the entrance of moisture into the structure and provide reasonable durability, shall be substantially weathertight and watertight, and shall conform to the requirements of the building code. Metal roofs showing signs of corrosion shall be painted with an approved product applied in accordance with the manufacturer's specifications or protected

using materials recognized for that purpose. Gutters and downspouts, where in existence, shall be maintained in a good state of repair;

(6) Soffits, Fascias and Exterior Trim. All soffits, fascias and exterior trim shall be maintained in sound condition and good repair, substantially free of deterioration and rot. New soffits, fascias and exterior

trim shall be installed in a workmanlike manner using materials recognized for that purpose in compliance with the building code;

(7) Stairs, Porches and Appurtenances. Every inside and outside stair, every porch, and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon, and shall be maintained in structurally sound condition and good repair; substantially free of deterioration and/or rot. Each stairway shall have uniform risers and treads, the greatest riser height within any flight of stairs shall not exceed the smallest by more than one-half inch. No stair riser shall exceed nine inches and no stair tread shall be less than eight inches, provided that the tread is at least equal to the rise, and further provided that any new stair construction shall meet the requirements of the building code;

(8) Handrails and Guardrails. Structurally sound handrails shall be provided, on at least one side, on any stairway having five or more risers. Stairways with open sides having any tread five feet or higher above adjacent grade shall have intermediate rails or ornamental closures on both sides of the stairs that will not allow passage of an object six inches or more in diameter. Porches and/or balconies located more than five feet higher than the adjacent area shall have structurally sound protective guardrails at least thirty inches high and, if unenclosed, shall be protected as required for stairways with open sides. No ladders shall be permitted. New stairs, porches and appurtenances shall be installed in a

workmanlike manner using materials recognized for that purpose in compliance with the building code;

(9) Windows, Doors and Hatchways. Every window and exterior door and basement hatchway shall be reasonably weathertight, watertight and rodentproof, and shall be maintained in sound working condition, maintained without cracks or holes and in a good state of repair.

All windows intended for ventilation must be equipped with fully operable hardware;

(10) Floors, Interior Walls and Ceilings. Every floor, interior wall and ceiling shall be maintained in sound condition and good repair, free of holes and cracks, and constructed of a building material recognized for that purpose;

(11) Plumbing. Every plumbing fixture and water and waste pipe shall be properly installed and maintained in good sanitary working condition, free from defects, leaks and obstruction;

(12) Utilities. Every supplied facility, piece of equipment, or utility shall be so constructed and installed that it will function safely and effectively and shall be maintained in satisfactory working condition, or it shall be removed, replaced and/or repaired in accordance with the applicable codes;

(13) Kitchen, Water Closet Room and Bathroom Floors. Every kitchen floor surface and every water closet room floor surface and

bathroom floor surface, except where constructed of materials impervious to moisture, shall be covered with asphalt, vinyl-plastic, rubber tile, ceramic tile, terrazzo or linoleum or other durable

waterproof, nonabsorptive material and maintained so as to be reasonable impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition. Existing carpet will be allowed provided that it has been maintained in a clean and sanitary manner;

(14) Paint and/or Surface-Coating. The exterior of all structures, including accessory buildings and fences, shall be protected from the elements by the application of paint or other approved protective material and shall be maintained in a good state of repair. All paint and other approved protective materials shall be applied in accordance with the manufacturer's specifications provided, however, wood of natural decay resistance, recognized as not needing finish, does not require surface coating provided one has never been applied;

(15) Maintenance. All structures, accessory structures, appurtenances and fences shall be free of deterioration and maintained in a good state of repair and such that the appearance of the premises and structures shall not constitute a blighting factor for adjoining property;

(16) Mobile Homes. Mobile homes shall be properly blocked and anchored as provided in Chapter 26 and shall be solid skirted with an approved fire resistive material;

(17) Sanitary Premises. No person, owner or operator shall occupy or let to any other occupant any vacant dwelling, dwelling unit or rooming unit unless it is clean, sanitary and fit for human occupancy and unless it complies with all provisions of this chapter;

(18) Installations. All existing installations and/or repairs made to conform to this and all other applicable city codes must be installed in a workmanlike manner.”

SECTION 5. Section 20.04.055 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

“Minimum requirements for maintaining vacant dwellings.” The owner, operator or manager of any vacant dwelling, or part of a dwelling, shall maintain the premises in a secure, clean and sanitary manner, complying with the following standards:

(1) Foundations - Every footing, foundation, foundation wall and foundation support shall be substantially weathertight, watertight, and rodent proof and shall be maintained in structurally sound condition and good repair free of cracks, and/or loose or missing mortar.

(2) Every window and exterior door shall be reasonably weathertight, watertight, and rodent proof and shall be maintained in good repair, and be equipped with locking devices in accordance with the provisions contained in Section 20.04.055 (11).

(3) Structural supporting members – Supporting structural members are to be maintained in structurally sound condition and good repair, free of deterioration and rot, capable of bearing imposed live and dead loads in a safe manner.

(4) Chimneys and towers – All chimneys and towers shall be maintained in structurally sound condition and good repair, free of cracks and loose and/or missing mortar.

(5) Exterior walls – All exterior walls and wall coverings shall be maintained in sound condition and good repair, free of deterioration and rot, substantially weathertight, watertight and rodent proof, and free of missing and/or loose mortar. New wall coverings shall be installed in a workmanlike manner using building materials recognized for that purpose in compliance with the Building Code.

(6) Roof covering – Roofs shall have a covering free of holes, cracks or excessively worn surfaces, which will prevent the entrance of moisture into the structure and provide reasonable

durability, shall be substantially weathertight and watertight and shall conform to the requirements of the Building Code. Metal roofs showing signs of corrosion shall be painted with an approved product applied in accordance with the manufacturer's specifications or protected using materials recognized for that purpose. Gutters and downspouts, where in existence, shall be maintained in a good state of repair.

(7) Soffits, fascias and exterior trim – All soffits, fascias and exterior trim shall be maintained in sound condition and good repair, substantially free of deterioration and rot. New soffits, fascias and exterior trim shall be installed in a workmanlike manner using materials recognized for that purpose in compliance with the Building Code.

(8) Stairs, porches and appurtenances – Every outside stair, every porch, and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon, and shall be maintained in sound condition and good repair, substantially free of deterioration and/or rot. Each stairway shall have uniform risers and treads the greatest riser height within any flight of stairs shall not exceed the smallest by more than ½ inch. No stair riser shall exceed nine (9) inches and no stair tread shall be less than eight (8) inches, provided that the tread is at least equal to the rise, and further provided that any new stair construction shall meet the requirements of the Building Code.

(9) Handrails and Guardrails - Structurally sound handrails shall be provided, on at least one side, on any stairway having five or more risers. Stairways with open sides having any tread five feet or higher above adjacent grade shall have intermediate rails or ornamental closures which will not allow passage of an object six (6) inches or more in diameter. Porches and/or balconies located more than five feet higher than the adjacent area shall have structurally sound protective guardrails at least thirty inches high and, if unenclosed, shall be protected as required for stairways with open sides. No ladders shall be permitted. New stairs, porches and appurtenances shall be installed in a workmanlike manner using materials recognized for that purpose in compliance with the Building Code.

(10) Accessory Structures - Accessory structures shall be kept in sound condition and good repair. The exterior of such structures shall be made weather resistant through the use of decay-resistant materials, or the application of paint or other approved preservatives.

(11) Vacant Structures - Every vacant residential building and dwelling, dwelling unit or accessory structure or vacant portion thereof shall be maintained in a secure condition to prevent entry by children, vagrants, or any unauthorized person. Buildings that are boarded at windows and/or doors shall be boarded with a minimum of 3/8" exterior grade plywood or equal, cut to fit the opening, securely fastened to the window and/or door frames with nails and/or screws, and/or bolted in a manner approved by the Superintendent of Central Inspection or his designee. All plywood or equal products used to board windows and /or doors shall be protected from the elements by the application of paint or other approved protective material matching the predominant color of the structure and shall be maintained in a good state of repair.

(12) Paint and/or Surface-coating – The exterior of all structures, including accessory buildings and fences, shall be protected from the elements by the application of paint or other approved protective material and shall be maintained in a good state of repair. All paint and other approved protective materials shall be applied in accordance with the manufacturer's

specifications provided; however, wood of natural decay resistance, recognized as not needing finish, does not require surface coating, providing one has never been applied.

(13) Sanitary Premises - The owner or operator of any vacant dwelling or dwellings shall maintain the premises in a clean and sanitary manner, free of junk, debris and stored material.

(14) Installations - All existing installations and/or repairs made to conform to this and all other applicable City Codes, must be installed in a workmanlike manner.”

SECTION 6. Section 20.04.060 of the Code of the City of Wichita, Kansas, shall be amended to read as follow s:

“Minimum space, use, etc., requirements. No person shall occupy or let to permit another for occupancy to occupy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

(1) Except as set forth below, every dwelling or dwelling unit shall contain at least one hundred fifty square feet of floor space for the first occupant thereof and at least one hundred additional square feet of floor space for every additional occupant thereof, the floor space to be calculated on the basis of total habitable room area;

(a) Nothing in this section shall prohibit the use of an efficiency living unit within an apartment house building meeting the following requirements:

1. The unit shall have a living room of not less than two hundred twenty square feet of superficial floor area. An additional one hundred square feet of superficial floor area shall be provided for each occupant of such unit in excess of two;
2. The unit shall be provided with a separate closet;
3. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than thirty inches in front. Light and ventilation conforming to this code shall be provided;
4. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.

(2) Every room occupied for sleeping purposes shall contain at least seventy square feet of floor space for the first occupant, one hundred square feet for two occupants, and at least fifty square feet of floor space for each additional occupant thereof. Every egress or rescue window from a sleeping room must have a minimum net clear opening of 3.3 square feet with minimum net clear opening dimensions of seventeen inches by twenty-four inches, and a minimum overall breakout area (including frame) of five square feet.

(3) No basement space shall be used as a habitable room or dwelling unit unless it complies with the following requirements:

(a) The floor and walls are impervious to leakage of underground and runoff water and are free from dampness;

(b) The window area in each room is equal to the minimum window area required in Section 20.04.040(1) of this chapter and such required window area is located entirely above the grade of the ground adjoining such window area; provided, that window area below grade may be acceptable when the window well is so designed that a plane of forty-five degrees with the horizontal will not obstruct the window area; provided further that every basement room used for continual sleeping purposes which was constructed and designed for such continual sleeping purposes must have at least one window or door which can be used for egress or rescue. Every

egress or rescue window from a sleeping room must have a minimum net clear opening of 3.3 square feet with minimum net clear opening dimensions of seventeen inches by twenty-four inches, and a minimum overall breakout area (including frame) of five (5) square feet. Where windows are provided as a means of egress or rescue, they shall have a sill height of not more than forty-four inches above either the floor or the highest tread of no more than two (2) inches permanently installed steps or a step and platform where the rise of each step does not exceed eight (8) inches, with each step or platform having a minimum depth of nine (9) inches from the interior edge of the step or platform to the wall surface under the egress or rescue window, and a minimum width of twenty-four inches. The above requirements must be determined to be readily achievable by the superintendent of central inspection or his/her designee. Alternative egress window installations with respect to the minimum sill height requirement may also be requested in writing and approved in writing by the superintendent of central inspection or his/her designee. Existing window wells which are not designed with horizontal dimensions which allow the window to be fully opened, will have to be reconstructed to comply with requirements of the building code.

(c) The facilities for ventilation in each room are equal to at least the minimum as required under Section 20.04.040(2) of this chapter;

(4) Every dwelling unit shall have at least four square feet of floor-to-ceiling height closet space for the personal effects of each permissible occupant.

(5) All existing installations and/or repairs made to conform to this and all other applicable city codes, must be installed in a workmanlike manner.”

SECTION 7. Section 20.04.100 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

“Service of notice of violations upon persons responsible therefor; when notice to become and order.”

Whenever the superintendent of central inspection determines that there has been a violation of any provision of this chapter, except Section 20.04.180 hereof, or of any use or regulation adopted pursuant thereto, he shall give notice of such alleged violation to the person or persons responsible therefor as hereinafter provided. Such notice shall:

1. Be in writing;
2. Particularize the violations alleged to exist or to have been committed;
3. Provide a reasonable time for the correction of the violation particularized;

4. Be addressed to and served upon the owner or resident agent of the property and the operator of the dwelling, or the occupant of the dwelling unit or rooming unit concerned of the occupant is or may be responsible for the violations; provided that such notice shall be deemed to be properly served upon such owner, resident agent, operator or occupant if a copy thereof is served upon him personally or if a copy thereof is sent by restricted certified mail to his last known address. If the notice cannot be conveniently served by the aforesaid, service of the notice may be made upon such person or persons by posting the notice in a conspicuous place in or about the dwelling affected by the notice; in which event the superintendent of central inspection shall make a statement for inclusion in the record as to why such posting was necessary. Such notice may contain an outline of remedial action which if taken, will effect correction of the particularized alleged violations.

Any notice served pursuant to this section, shall become an order if a written petition for a hearing is not filed in the office of the superintendent of central inspection within ten days after such notice is served.”

SECTION 8. Section 20.04.110 of the Code of the City of Wichita, Kansas shall be amended to read as follows:

“Placarding dwellings, dwelling units, etc., in violation of chapter.” In addition to giving notice of alleged violations as provided for in Sections 20.04.100 and 20.04.180 of this chapter, the Superintendent of Central Inspection may appropriately placard such dwellings, dwelling units and rooming units that have been determined to be in violation of any provisions of this chapter. The placard shall include but not be limited to a statement that the dwelling, dwelling unit or rooming unit is in violation of provisions of the Housing Code of the city. The Superintendent of Central Inspection shall remove such placard affixed under the provisions of this section. If the dwelling, dwelling unit or rooming unit is vacant at the time of placarding, or becomes vacant after placarding, it shall not be used for human habitation until the violations particularized in the notice have been corrected and written approval secured from and the placard removed by the Superintendent of Central Inspection.

(1) It shall be unlawful for any person other than the Superintendent of Central Inspection or his authorized representative to remove the placard from a dwelling, dwelling unit or roominghouse or rooming unit.”

SECTION 9. Section 20.04.150 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

“Records to be kept--Appeals to board of code standards and appeals. The proceedings at informal hearings, as provided for in Section 20.04.120, including the findings and decision of the superintendent of central inspection or his designated representative, shall be reduced to writing, and entered as a matter of public record in the office of the superintendent of central inspection. The record shall also include a copy of every notice or order issued in connection with the matter. Appeals from the decision of the superintendent of central inspection or his designated representative may be made to the board of code standards and appeals by requesting in writing to the superintendent of central inspection, within ten days after receiving such decision, a hearing before the board. The appeal shall be heard, with three days' written notification as to time and place given such appellant, within fifteen forty-five days after receipt of written request.”

SECTION 10. Section 20.04.200 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

“Penalty. (a) Any person who shall violates any of the provisions of this chapter, or any provision of any rule or regulation adopted by the superintendent of central inspection pursuant to authority granted by this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than five hundred dollars or by imprisonment in the city jail, for a period of not exceeding one year, or by both such fine and imprisonment. the following:

- (1) Upon a first conviction, a fine of not more than one thousand dollars;
- (2) Upon a second conviction, a fine of not less than two hundred fifty dollars nor more than one thousand dollars;

(3) Upon a third conviction, a fine of not less than five hundred dollars nor more than one thousand dollars;

(4) Upon a fourth or subsequent conviction, a fine of not less than one thousand dollars nor more than two thousand five hundred dollars;

In addition to the preceding fines such person may be punished by a term of imprisonment which shall not exceed twelve months, or by both such fines and imprisonment.

(b) The imposition of the fines established in subparagraph (a) herein shall be mandatory and the court shall not waive, remit, suspend, parole or otherwise excuse the payment thereof except that the court may order that the defendant perform community service specified by the court but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial condition as required by Section 1.04.210(e) and amendments thereto, and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed herein.

(c) For the purposes of determining whether a conviction is a first or subsequent conviction in sentencing under this section:

(1) conviction includes being convicted of a violation of this section, and it is irrelevant whether an offense occurred before or after conviction for a previous offense.

(2) conviction includes being convicted of a violation of this chapter or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section;

(3) any convictions occurring during the five years prior to the date of the occurrence shall be taken into account when determining the sentence to be imposed.

Each day that any violation of this ordinance continues shall constitute a separate offense and be punishable hereunder as a separate violation.

In addition to the penalties set forth above, the Judge of the Wichita Municipal Court may, in his or her discretion, require that the owner register such dwelling or dwelling unit with the Superintendent of Central Inspection pursuant to Chapter 30 of the Code of the City of Wichita.”

SECTION 10. The originals of Sections 20.04.010, 20.04.030, 20.04.040, 20.04.050, 20.04.055, 20.04.060, 20.04.100, 20.04.110, and 20.04.200, of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 11. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, this _____ day of _____, 2006.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

08/29/2006

ORDINANCE NO. _____

AN ORDINANCE CREATING CHAPTER 30.01 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE REGISTRATION OF VACANT AND NEGLECTED BUILDINGS.

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

SECTION 1. Section 30.01.010 of the Code of the City of Wichita, Kansas, shall read as follows:

"Purpose. Vacant and neglected buildings are a major cause and source of blight in both residential and non-residential neighborhoods, especially when the owner of the building fails to actively maintain and manage the building to ensure that it does not become a liability to the neighborhood. Such buildings (whether or not those buildings are boarded), substandard or unkempt buildings, and long-term vacancies discourage economic development and retard appreciation of property values. It is the responsibility of property owners to prevent buildings from becoming a burden to the neighborhood and community and a threat to the public health, safety, and welfare. A vacant or neglected building which is not actively and well maintained and managed can be the core and source of spreading blight.

Such buildings constitute a nuisance, and to adequately protect public health, safety and welfare, the establishment and enforcement of a registration system to monitor such buildings and to develop a means to decrease the number of vacant and neglected buildings within the city is necessary.

SECTION 2. Section 30.01.020 of the Code of the City of Wichita, Kansas, shall read as follows:

“Public Nuisance. Vacant and/or neglected buildings shall constitute a public nuisance.”

SECTION 3. Section 30.01.030 of the Code of the City of Wichita, Kansas, shall read as follows:

“Enforcement of chapter--Applicability of chapter. The Superintendent of Central Inspection is designated to administer and enforce this chapter.”

SECTION 4. Section 30.01.040 of the Code of the City of Wichita, Kansas, shall read as follows:

“Violation not exclusive. Violations of this chapter are in addition to any other violations enumerated within the ordinances of the Code of the City of Wichita. This chapter in no way limits the penalties, actions or abatement procedures which may be taken by the City for a violation of this chapter which is also a violation of any other ordinance of the City or statute of the State of Kansas.”

SECTION 5. Section 30.01.050 of the Code of the City of Wichita, Kansas, shall read as follows:

“Inspection of property. (1) All officers authorized to enforce this chapter are hereby authorized and directed to make inspections to determine the condition of property located within the city, in order that he or she may perform his/her duty of safeguarding the welfare and safety of the general public and in order that he/she may ascertain that property as set forth in this title are properly maintained.

(2) Any officer or employee of the City charged with the enforcement of this title shall not, in the discharge of his/her duties, thereby render himself/herself liable personally. Pursuant to Section 2.62.130 of the Code of the City of Wichita, any suit brought against an officer or employee of the city because such act performed by him or her in the enforcement of any of the provisions of this title will be defended by the Department of Law until the final termination of the proceedings therein.”

SECTION 6. Section 30.01.060 of the Code of the City of Wichita, Kansas, shall read as follows:

Definitions. (1) ‘Boarded’ means that some or all of the building’s doors and windows have been covered with plywood, wood or metal sheeting, paneling or other similar materials, for the purpose of preventing entry into the building by persons, animals or the elements of weather.

(2) ‘Building’ means a building, accessory structure or other structure adapted to permanent or continuous occupancy or use for residential, public, institutional, business, industrial or storage purposes.

(3) ‘City’ means the City of Wichita, Kansas.

(4) 'Deterioration' means the condition or appearance of a building characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay or neglect, excessive use or lack of maintenance.

(5) 'Dwelling' means any building, apartment building, mobile home or manufactured home which is wholly or partly used or intended to be used for living or sleeping by human occupants.

(6) 'Dwelling unit' means any room or group of rooms located within a building and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking, and eating.

(7) 'Good state of repair' means sound, stable, free of deterioration, and performing the function for which intended.

(8) 'Good working condition' means the item is fully operable for the use for which it was intended.

(9) 'Neglected building' means an occupied building in which one or more of the following events has occurred within the preceding eighteen months:

a. The building is the subject of two or more notices of violation of the provisions of Chapter 18, Chapter 20 or the provisions of this chapter of the Code of the City of Wichita and the owner has failed to demonstrate that due diligence is being exercised in abating the violation;

b. The building has been declared to be a criminal nuisance pursuant to K.S.A. 22-3901, et seq;

c. The owner has failed to appear and a warrant has been issued in municipal court for a violation of Chapter 18, Chapter 20, or the provisions of this chapter of the Code of the City of Wichita; or

d. The owner has refused to accept service of notices of violations of Chapter 18, Chapter 20, or the provisions of this chapter of the Code of the City of Wichita.

e. The building has sustained substantial deterioration due to lack of maintenance.

(10) 'Occupant' means any person, who has actual possession of a dwelling unit or rooming unit and who is living, sleeping, cooking or eating within the dwelling unit or rooming unit.

(11) 'Operator' means any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.

(12) 'Owner' means any person who is a holder of any legal or equitable interest in the premises, and alone or jointly or severally with others,

a. Has record legal title to any dwelling or dwelling unit with or without accompanying actual possession thereof; or

b. Has charge, care or control of any dwelling or dwelling unit which may include all persons who have an interest in a structure and any

who are in possession or control thereof as owner or agent of the owner, contract purchaser, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner; or

c. Collects rent for a dwelling or dwelling unit on behalf of or in place of the owner. Any such person representing the owner shall be bound to comply with the provisions of this chapter to the same extent as if he/she were the owner, and upon failure to comply therewith shall be subject to the same penalties hereinafter set out.

In the absence of substantial evidence to the contrary, records of the Sedgwick County Clerk's Office or Sedgwick County Registrar of Deeds or certified copies of court records or judgments

of any court shall be conclusive evidence of the ownership of the property.

(13) 'Person,' as used in this chapter, means any individual, firm, association, company, syndicate, partnership, or other legal entity, or a natural person for the purposes of the occupancy standards hereof.

(14) 'Premises' shall mean a lot, plot or parcel of land including the buildings and structures located thereon.

(15) 'Resident Agent' means a natural person residing within Sedgwick County, Kansas, or a company or agency with a manager or agent who resides in Sedgwick County, Kansas, authorized to make or order repairs, service to dwellings and dwelling units and receive notices on behalf of the owner.

(16) 'Safe and Sanitary' for purposes of this chapter shall mean free from conditions that are dangerous or could cause injury and free from elements such as filth or bacteria that endanger health.

(17) 'Structurally Sound' means free of imperfections and/or deterioration which affect the intended use of a structure or the integrity of the footing, foundation, wall, roof, chimney, arch, window, door or porch/deck support systems.

(18) 'Superintendent of Central Inspection' means the superintendent or person in charge of the Office of Central Inspection of the City or his/her authorized representative.

(19) 'Supplied' means paid for, furnished or provided by or under the control of the owner or operator.

(20) "Unsecured" means that access to the building may be obtained through open, unlocked, broken or missing doors or windows of such building.

(21) 'Vacant building' means an unoccupied building (whether or not boarded) in which one or more of the following events has occurred:

- a. Within the last eighteen months, the property is the subject of two or more notices of violation of the provisions of Chapters 18, Chapter 20 or the provision of this chapter of the Code of the City of Wichita and the owner has failed to demonstrate that due diligence is being exercised in abating the violation;
- b. The building is unsecured;
- c. The building has sustained significant fire, wind or water damage and is uninhabitable.
- d. The building has been declared a criminal nuisance pursuant to K.S.A. 22-3901, et seq.
- e. The building has been boarded for a period of more than ninety days.
- f. The building has sustained substantial deterioration due to lack of maintenance.
- g. The owner has failed to appear and a warrant has been issued in municipal court for a violation of Chapter 18, or Chapter 20, of the Code of the City of Wichita; or
- h. The owner has refused to accept service of notices of violations of Chapter 18, or Chapter 20, of the Code of the City of Wichita.

(22) 'Workmanlike manner' means installation or repair which meets the minimum recommended installation and maintenance requirements of the product manufacturer and meets all applicable code requirements."

SECTION 7. Section 30.01.070 of the Code of the City of Wichita, Kansas, shall read as follows:

"Duty to Register Neglected or Vacant Building. a. The owner or operator of a neglected or vacant building shall be required, after written notification from the Superintendent of Central Inspection, to register such building with the Office of Central Inspection. Such

notification shall be served on the owner or resident agent by personal service or by certified mail, return receipt requested. If the owner is a non-resident, such notice shall be sent by certified mail, return receipt requested, to the last known address of the owner.

b. The registration shall include the following information:

1. A description of the premises;
2. The names and addresses of the owner or owners;
3. The names and addresses of all known lienholders and all other parties with a legal or equitable ownership interest in the building;
4. The name of the resident agent designated to act on the behalf of the owner to accept legal processes and notices and to authorize repairs as required; and
5. If such building is vacant, the period of time the building is expected to remain vacant and/or a plan and timetable to comply with applicable city codes.”

SECTION 8. Section 30.01.080 of the Code of the City of Wichita, Kansas, shall read as follows:

“Registration Fee. A registration fee of twenty-five dollars shall be collected, at the time of application, by the City Treasurer.”

SECTION 9. Section 30.01.090 of the Code of the City of Wichita, Kansas, shall read as follows:

“Resident Agent. (a) The owner or operator of any neglected or vacant building, which is subject to the registration requirements of Section 30.01.070, shall designate a resident agent for the building. Any owner who lives within Sedgwick County may designate himself or herself as the resident agent.

(b) The owner of any neglected or vacant building who lives outside of Sedgwick County shall name a resident agent who lives within or whose place of business is within Sedgwick County, Kansas.

(c) The designation of resident agent shall constitute an authorization by the owner to act on behalf of the owner with regard to all requirements under this chapter and may accept all notices, including all notices pursuant to the Code of the City of Wichita, all notices of proposed abatements and all compliance orders and administrative orders.

(d) The owner’s designation of a resident agent shall not relieve the owner of any obligation to comply with the provisions of this chapter.”

SECTION 10. Section 30.01.105 of the Code of the City of Wichita, Kansas, shall read as follows:

“Registration Penalty. (a) Any owner, operator or resident agent who fails to register a vacant or neglected building, as required by this chapter, may be liable for a civil penalty not to exceed \$250.00.

(b) If the building continues to meet the definition of vacant or neglected building for a period of ninety (90) calendar days, and the owner fails or refuses to register such building, the Superintendent may continue to assess a penalty of two hundred fifty dollars (\$250) for each ninety (90) calendar day period the building continues to be unregistered. At no time may the amount of

the assessment exceeds one thousand dollars (\$1,000) per building in a calendar year.

(c) All penalties assessed shall be payable directly to the City Treasurer.

The Superintendent of Central Inspection shall develop policies and procedures for the implementation of this penalty.”

SECTION 11. Section 30.01.108 of the Code of the City of Wichita, Kansas, shall read as follows:

“Procedures for Registration Penalty. (a) Whenever the owner or operator of a vacant or neglected building does not register such building, a Notice of Registration Penalty may be issued to the owner or operator.

(b) A separate Notice of Registration Penalty shall be issued for each subsequent penalty that may be assessed pursuant to Section 30.01.105.

(c) The Notice of Registration Penalty shall be served upon the owner or operator by certified mail or personal service.”

SECTION 12. Section 30.01.110 of the Code of the City of Wichita, Kansas, shall read as follows:

“Reinspection. The Superintendent may periodically reinspect neglected or vacant buildings to ensure compliance of this chapter and all applicable court and administrative orders.”

SECTION 13. Section 30.01.120 of the Code of the City of Wichita, Kansas, shall read as follows:

“Removal from Registration. A vacant or neglected building shall be removed from the registration requirements of this chapter by the Superintendent of Central Inspection upon such building:

1. Being brought into compliance with all health and safety standards set forth in the codes of the City of Wichita;
2. Being removed or demolished by the owner;
3. Being abated or demolished by the City of Wichita, if such structure is unsafe or unfit for habitation.”

SECTION 14. Section 30.01.130 of the Code of the City of Wichita, Kansas, shall read as follows:

“Registration nontransferable. If the neglected or vacant building is required to be registered pursuant to Section 30.01.070, a new registration shall be required for each change of ownership of the building.”

SECTION 15. Section 30.01.140 of the Code of the City of Wichita, Kansas, shall read as follows:

“Duty to File Statement of Intent for Vacant Buildings. (a) The Superintendent shall create and make available a form entitled ‘Statement of Intent’ to be completed by the owner, operator or resident agent of any vacant building required to be registered pursuant to this chapter.

(b) The owner, operator or resident agent of a vacant building shall complete the information required on the standard Statement of Intent and submit the Statement to the office of central inspection within thirty (30) days of the date the Superintendent orders that the structure be registered.

(c) The Superintendent shall determine whether a submitted Statement of Intent is complete and may require an owner to provide more complete information.

(d) When a submitted Statement of Intent does not meet with the Superintendent's approval, the owner or registered agent shall, within ten business days, correct and resubmit the Statement of Intent.

(e) The Statement of Intent shall include information as to:

(1) expected period of vacancy;

(2) a plan for regular maintenance during the period of vacancy; and

(3) a reasonable plan and time line for the lawful occupancy, rehabilitation or demolition of the building; and

(4) any additional information required by the Superintendent.

(f) The provisions of this section shall not be applicable to neglected buildings which are occupied."

SECTION 16. Section 30.01.150 of the Code of the City of Wichita, Kansas, shall read as follows:

"Vacant Building Penalty. (a) Any owner, operator or resident agent who fails to submit a Statement of Intent or refuses to supplement or modify a Statement of Intent which does not meet with the approval of the Superintendent or otherwise comply with the requirements of Section 30.01.140, may be liable for a civil penalty not to exceed \$250.00.

(b) Any owner, operator or resident agent of a building which remains vacant for a period of ninety (90) consecutive calendar days may be liable for a civil penalty in the amount of two hundred fifty dollars (\$250) per building, not to exceed one thousand (\$1,000) per calendar year unless:

(1) A Statement of Intent has been filed and approved by the Superintendent; and

(2) One of the following applies:

(A) The owner is proceeding diligently in good faith to complete the repair or rehabilitation; or,

(B) The structure is the subject of an active building permit for repair or rehabilitation; or

(C) The structure is maintained in compliance with this chapter and is actively being offered for sale, lease or rent; or,

(D) The property owner can demonstrate that he or she made a diligent and good faith effort to implement the actions set forth in the approved Statement of Intent within the timeline contained within the Statement of Intent.

(c) If the structure continues to meet the definition of vacant building as provided in this chapter beyond the initial ninety (90) calendar days, and if the owner does not meet any of the exceptions set forth in this section, the Superintendent may continue to assess a penalty of two hundred fifty dollars (\$250) for each ninety (90) calendar day period the building continues to constitute a vacant structure. At no time may the amount of the assessment exceed one thousand dollars (\$1,000) per building in a calendar year.

(d) All penalties assessed shall be payable directly to the City Treasurer.

(e) The Superintendent of Central Inspection shall develop policies and procedures for the implementation of this penalty."

SECTION 17. Section 30.01.160 of the Code of the City of Wichita, Kansas, shall read as follows:

"Procedures for Vacant Building Penalty. (a) Whenever the Superintendent determines that a building meets the definition of a vacant building as defined by this chapter for a period of more than ninety (90) consecutive calendar days, and the owner does not meet any of

the exceptions set forth in Section 30.01.150, a Notice of Vacant Building Penalty may be issued to the owner, operator or resident agent.

(b) A separate Notice of Vacant Building Penalty shall be issued for each subsequent penalty that may be assessed pursuant to Section 30.01.150.

(c) The Notice of Vacant Structure Penalty shall be served upon the owner by certified mail or personal service.”

SECTION 18. Section 30.01.170 of the Code of the City of Wichita, Kansas, shall read as follows:

“Appeals to Board of Code Standards and Appeals.

a. Appeals from the decision of the Superintendent of Central Inspection or his designee, of the registration requirements or the assessment of a registration or vacant building penalty, as provided for by this chapter, may be made by requesting, in writing, to the Superintendent of Central Inspection, within ten days after receiving such decision or penalty, a hearing before the Board of Code Standards and Appeals.

b. The appeal must be heard by the Board within forty-five days of receipt of the written request. The board may affirm, reverse or modify the penalty assessed.

c. Appeals from the decision of the board of code standards and appeals may be made to the city council by requesting in writing to the city clerk, within ten days after receiving such decision, a hearing before such city council. Such appeal shall be heard, with written notification as to time and place given such appellant, within forty-five days after receipt of the written request.”

SECTION 19. Section 30.01.180 of the Code of the City of Wichita, Kansas, shall read as follows:

“Failure to Pay Penalties. The failure of any person to pay the Vacant Building or Registration Penalty as set forth in this chapter may result in the Superintendent using any legal means to recover the civil penalties assessed.”

SECTION 20. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2006.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

(First Published in the Wichita Eagle on _____)

08/29/2006

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 20.04.010, 20.04.030, 20.04.040, 20.04.050, 20.04.055, 20.04.060, 20.04.100, 20.04.110, 20.04.155 AND 20.04.200, OF THE CODE OF THE CITY OF WICHITA, KANSAS, ALL PERTAINING TO THE HOUSING CODE OF THE CITY OF WICHITA, KANSAS AND REPEALING THE ORIGINALS OF SECTIONS 20.04.010, 20.04.030, 20.04.040, 20.04.050, 20.04.055, 20.04.060, 20.04.100, 20.04.110, 20.04.150 AND 20.04.200 OF THE CODE OF THE CITY OF WICHITA.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:
SECTION 1. Section 20.04.010 of the Code of the City of Wichita, Kansas shall be amended to read as follows:

“Definitions.” The following definitions shall apply in the interpretation and enforcement of this chapter:

Whenever the words ‘dwelling’, ‘dwelling unit’, ‘roominghouse’, ‘rooming unit’, ‘premises’ are used in this chapter, they shall be construed as though they were followed by the words ‘or any part thereof.’

- (1) ‘Accessory structure’ means a structure, the use of which is incidental to that of the main building and which is attached thereto or located on the same premises.
- (2) ‘Apartment building’ means a residential building designed or used for three or more dwelling units, including hallways, laundry facilities, common use areas and means of ingress and egress to such dwelling or dwelling units.
- (3) ‘Basement’ means that portion of a dwelling between floor and ceiling which is partly below and partly above grade.
- (4) ‘Building Code’ means the City of Wichita Building Code.
- (5) ‘City’ means the City of Wichita, Kansas.
- (6) ‘Deterioration’ means the condition or appearance of a building characterized by holes,

breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay or neglect, excessive use or lack of maintenance.

(7) 'Dwelling' means any building, apartment building, mobile home or manufactured home which is wholly or partly used or intended to be used for living or sleeping by human occupants.

(8) 'Dwelling unit' means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking, eating and part of which is exclusively or occasionally used for cooking.

(9) 'Efficiency Dwelling Unit' is a dwelling unit containing only one habitable room and meeting the requirements of 20.04.060 (1)(a) of this code.

(10) 'Electrical Code' means the City of Wichita Electrical Code as adopted by the City of Wichita.

(11) 'Electrical Inspector' means a person employed by the City of Wichita, in the Office of Central Inspection, for the purpose of inspecting electrical installations.

(12) 'Extermination' means the control and elimination of insects, rodents or other pests and termites by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other recognized and approved pest elimination method.

(13) 'Fire Chief' means the Director of the Fire Department of the City or his/her authorized representative.

(14) 'Good state of repair' means sound, stable, free of deterioration, and performing the function for which intended.

(15) 'Good working condition' means the item is fully operable for the use for which it was intended.

(16) 'Guardrail' means a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level.

(17) 'Habitable room' means a room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet rooms, laundries, pantries, foyers, communicating corridors, closets, storage spaces and basement rooms used only for recreational purposes.

(18) 'Handrail' means a railing provided for grasping with the hand for support.

(19) 'Health officer' means the Director of the Wichita Environmental Services Department or his/her authorized representative such as public health sanitarian or public health engineer or public health nurse.

(20) 'Hotel.' See 'Roominghouse.'

(21) 'Hot Water' means the water supply to plumbing fixtures heated to a temperature of not less than 110oF.

(22) 'Infestation' means the presence, within a structure, of any insects, rodents or other pests which may be harmful to the health or safety of the occupants or the soundness of the structure.

(23) 'Manufactured Home' means a structure consisting of one or more mobile components manufactured to the standards embodied in the National Manufactured Home Construction and Safety Standards Act generally known as the HUD Code established pursuant to 42 U.S.C. § 5403. Such units shall provide all the accommodations necessary to be a dwelling unit and shall be connected to all utilities in conformance with applicable regulations.

(24) 'Mechanical Code' means the City of Wichita Air Conditioning Refrigeration and Warm Air

Heating Code as adopted by the City of Wichita.

(25) 'Mechanical Equipment' means gas-burning equipment and appliances.

(26) 'Mobile home' for purposes of this chapter, means a moveable detached single-family dwelling unit that was manufactured prior to 1976 and is not in conformance to the National Manufactured Home Construction and Safety Standards Act, or HUD Code, and licensed and located in accordance with Chapter 26 of the Code of the City of Wichita.

(27) 'Motel'. See 'Roominghouse.'

(28) 'Occupant' means any person, who has actual possession of a dwelling unit or rooming unit and who is living, sleeping, cooking or eating within the dwelling unit or rooming unit.

(29) 'Operator' means any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.

(30) 'Owner' means any person who is a holder of any legal or equitable interest in the premises, and alone or jointly or severally with others,

(A) Has record legal title to any dwelling or dwelling unit with or without accompanying actual possession thereof; or

(C) Has charge, care or control of any dwelling or dwelling unit which may include all persons who have an interest in a structure and any who are in possession or control thereof as owner or agent of the owner, contract purchaser, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner; or

(C) Collects rent for a dwelling or dwelling unit on behalf of or in place of the owner.

Any such person representing the owner shall be bound to comply with the provisions of this chapter to the same extent as if he/she were the owner, and upon failure to comply therewith shall be subject to the same penalties hereinafter set out.

In the absence of substantial evidence to the contrary, records of the Sedgwick County Clerk's Office, Register of Deeds or certified copies of court records or judgments of any court shall be conclusive evidence of the ownership of the property.

(32) 'Person,' as used in this chapter, means any individual, firm, association, company, syndicate, partnership, or other legal entity, or a natural person for the purposes of the occupancy standards hereof.

(33) 'Plumbing' means and includes all of the following supplied facilities and equipment: gas pipes, water heaters, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes-washing machines, catch basins, drains, vents, and any other similar supplied fixtures, together with all connections to water, sewer or fuel lines, including water pipes and lines utilized in connection with air-conditioning equipment.

(34) 'Plumbing Code' means the City of Wichita Plumbing and Gas Fitting Code as adopted by the City of Wichita.

(35) 'Premises' shall mean a lot, plot or parcel of land including the dwellings and structures located thereon.

(36) 'Resident Agent' means a natural person residing within Sedgwick County, Kansas, or a company or agency with a manager or agent who resides in Sedgwick County, Kansas, authorized to make or order repairs, service to units and receive notices on behalf of the owner.

(37) 'Roominghouse' means any dwelling, or that part of any dwelling, containing one or more rooming units, in which space is available and used, or intended to be used, by five or more persons, none of whom are the legal spouse, offspring, parent, or sibling of the owner or

operator.

(38) 'Rooming unit' means any room or group of rooms forming a single habitable unit, used or intended to be used for living and sleeping, but no part of which is exclusively or occasionally used for cooking.

(39) 'Safe and Sanitary' for purposes of this chapter shall mean free from conditions that are dangerous or could cause injury and free from elements such as filth or bacteria that endanger health.

(40) 'Sewer Code' means the City of Wichita Sewer, Sewage Disposal and Drains Code as adopted by the City of Wichita.

(41) 'Structurally Sound' means free of imperfections and/or deterioration which affect the intended use of a structure or the integrity of the footing, foundation, wall, roof, chimney, arch, window, door or porch/deck support systems.

(42) 'Superintendent of Central Inspection' means the superintendent or person in charge of the Office of Central Inspection of the City or his/her authorized representative.

(43) 'Supplied' means paid for, furnished or provided by or under the control of the owner or operator.

(44) 'Temporary housing' means any tent, trailer or motor home used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure or to any utilities system for up to thirty (30) consecutive days.

(45) 'Workmanlike manner' means installation or repair which meets the minimum recommended installation and maintenance requirements of the product manufacturer and meets all applicable code requirements."

SECTION 2. Section 20.04.030 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

"Minimum standards for basic equipment and facilities. No person shall occupy as owner-occupant or permit another to occupy any dwelling or dwelling unit, for the purpose of living, sleeping, cooking, or eating therein, which does not comply with the following requirements:

(15) Every dwelling or dwelling unit shall contain a kitchen sink;

(16) Every dwelling or dwelling unit shall contain a room, separate from the habitable rooms, which affords privacy to a person within such room and which is equipped with a flush water closet and a lavatory basin. Such lavatory basin may be located outside the room containing the flush water closet provided it is convenient to such room and such location is approved by the superintendent of central inspection or his/her designee;

(17) Every dwelling or dwelling unit shall contain a room, separate from the habitable rooms, which affords privacy to a person within such room and is equipped with a bathtub or shower;

(18) Every kitchen sink, lavatory basin, and bathtub or shower required under the provisions of paragraphs (1), (2) and (3) of this section shall be properly connected to both hot and cold water lines. The hot water lines shall be properly connected with supplied water-heating facilities which are properly installed, are maintained in safe and good working condition, and are capable of heating water to such a temperature as to permit an adequate amount of hot water to be drawn at required kitchen sink, lavatory basin and bathtub or shower, even when the heating facilities required by this chapter (paragraph (5), Section 20.04.040 of this chapter) are not in operation;

(19) All plumbing fixtures required by this section, or otherwise provided, shall be in good working condition and properly connected to a water system and to a sewerage system approved by the health officer;

- (20) Every dwelling or dwelling unit shall be provided with adequate trash storage facilities whose type and location are approved by the health officer;
- (21) Every dwelling or dwelling unit shall have adequate garbage disposal facilities or garbage storage containers, whose type and location are approved by the health officer;
- (22) Every dwelling or dwelling unit shall have approved, safe, unobstructed direct means of egress leading to safe and open space at ground level, which is accessible to a public street or alley;
- (23) Every dwelling or dwelling unit shall have cabinets and/or shelves for the storage of eating, drinking and cooking equipment and utensils and of food that does not under ordinary summer conditions require refrigeration for safe keeping; and a counter or table of sound construction furnished with surfaces that are easily cleanable and that will not import any toxic or deleterious effect to food, with a minimum counter top area of eleven square feet, provided that vinyl-type floor coverings shall not be allowed to be used as a countertop surface;
- (24) Every dwelling or dwelling unit shall have a stove, or similar device, for cooking food and a refrigerator, or similar device, for safe storage of food at temperatures less than forty-five degrees Fahrenheit but more than thirty-two degrees Fahrenheit under ordinary maximum summer conditions, which are properly installed with all necessary conditions for safe, sanitary and efficient operation; provided that such stove, refrigerator and/or similar devices need not be installed when a dwelling unit is not occupied and when the occupant is expected to provide same on occupancy, and that sufficient space and adequate connections for the safe and efficient installation and operation of said stove, refrigerator and/or similar devices are provided;
- (25) Every dwelling or dwelling unit shall have a suitable cabinet for storage of drugs, and a suitable facility for the safe storage of household poisons and other hazardous products;
- (26) Every dwelling or dwelling unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than thirty inches in front;
- (27) Every dwelling or dwelling unit shall be equipped with safe, functioning locking devices on all exterior doors and ground floor windows of the dwelling or dwelling unit;
- (28) All existing installations and/or repairs made to conform to this and all other applicable city codes, must be installed in a workmanlike manner.”

SECTION 3. Section 20.04.040 of the Code of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

“Minimum standards for light, ventilation, electricity and heating. No person shall occupy as owner-occupant or permit another to occupy, any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

- (12) Every habitable room shall have at least one window facing directly to the outdoors with a minimum total window area, measured between stops, for every habitable room with an area of not less than one-twelfth of the floor area of such room; provided that the superintendent of central inspection may accept less total window area if it can be reasonably demonstrated that adequate natural daylight illumination will be available, provided, further, that positive mechanical ventilation equal to eight changes of air per hour may be provided in lieu of such windows for kitchens in buildings two or more stories in height containing four or more dwelling units. Any window with an outside vertical light obstruction, located within three feet of and facing the window and extending above the window, shall not be deemed to face directly to the

outdoors and shall not be included as contributing to the required minimum total window area;
(13) Every habitable room shall have at least one window which can easily be opened and such openable window space shall equal at least

forty-five percent of the minimum window area required in paragraph (1); or provided that positive mechanical ventilation or such other device as will adequately ventilate the room may be approved by the superintendent of central inspection in lieu of such openable window;

(14) Every bathroom and water closet room shall comply with the light and ventilation requirements for habitable rooms contained in paragraphs (1) and (2) of this section, except that no window shall be required in bathrooms and water closet rooms equipped with a ventilation system which is installed in accordance with the, building code. An openable skylight, approved by the superintendent of central inspection, may be used in lieu of a window in bathrooms and water closet rooms;

(15) Every dwelling or dwelling unit shall be connected to an electrical supply, provided by an electrical utility company. Every habitable room of any existing dwelling shall contain at least three separate wall type electric convenience duplex outlets or two such convenience duplex outlets and one ceiling electric light fixture.

Exception: This requirement may be reduced to at least two separate wall type electric convenience duplex outlets or one such convenience duplex outlet and one ceiling light fixture if the superintendent of central inspection or his/her designee determines that the existing occupant load of the dwelling unit and/or the use or load of electric appliances, equipment, lights, and/or fixtures in any habitable room does not pose a safety problem or hazardous condition.

Every toilet room, bathroom, laundry room, furnace room, private and public hall shall contain at least one ceiling electric light fixture or wall-type electric light fixture. Every such outlet and fixture shall be properly installed and shall be maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner;

(a) The minimum capacity of the electrical service supply and the main disconnect switch shall be sufficient to adequately carry the total load required in accordance with the city electrical code.

(b) Where the determination is made by the electrical inspector, upon examination of the existing electrical service supply, that the electrical service supply is being used in such manner as would constitute a hazard to the occupants or would otherwise constitute a hazard to life and property, such as but not limited to, overloading of circuits, unsafe wiring or inadequate wiring, then such conditions shall be corrected by a licensed electrical contractor of the city in conformance to the city electrical code.

Exception: If the owner-occupant of a detached single-family dwelling desires to install any electrical installations on the load side of the service panelboard in the main structure or in the usual accessory buildings thereto, the owner occupant shall obtain an electrical permit as required by the city electrical code upon fulfillment of exam and plan review requirements as administered by the electrical section of the office of central inspection. The owner obtaining said permit shall personally purchase all materials and shall personally perform all labor in connection with the permitted project. The owner shall call for all inspections and otherwise be responsible to comply with all the applicable provisions of the city electrical code.

(c) Extension cords shall not be used as a substitute for the fixed wiring of a structure if such cord runs through holes in walls, ceilings, floors, doorways, windows, or similar openings, is attached to building surfaces, or is concealed behind building walls, ceilings, or floors.

(d) Smoke Detectors. Every dwelling shall have smoke detectors installed in accordance with Section 15.02 of this code.

(16) Every dwelling or dwelling unit shall have heating facilities which are properly installed, are maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms and water closet rooms located therein to a temperature of at least seventy degrees Fahrenheit. Such heating equipment shall be operated as reasonably necessary to allow maintenance of a temperature in all habitable rooms of seventy degrees Fahrenheit at a point three feet above the floor;

(17) From April 1st to November 30th of each year, every door opening directly from a dwelling to outdoor space, used for ventilation, shall have a supplied screen door and a self-closing device; and every window or other direct opening to outdoor space from the dwelling, used for ventilation, shall likewise be supplied with screens; provided that screens shall not be required in windows or other openings above the third floor of any dwelling. All screens shall be adequate to exclude insects and of a type approved by the superintendent of central inspection or his/her designee;

(18) Every basement window used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with a screen or other such device as may be determined by the superintendent of central inspection or the health officer to effectively prevent their entrance;

(19) Every public hall and stairway in or leading into a multiple dwelling shall be adequately lighted at all times so as to provide in all parts thereof at least six foot candles of light at the tread or floor level by natural or artificial means. Every public hall and stairway in structures containing not more than two dwelling units shall be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed, or automatic lighting system, instead of full time lighting;

(20) There shall not be any unvented or improperly vented space and/or room heaters in any dwelling unit. Space and/or room heaters shall be of a type listed for vented use, and shall be connected to a vent approved for use with such appliance. If such space and/or room heaters are equipped with a pilot light, it shall be an approved automatic safety type device. Vented freestanding space and/or room heaters shall be installed with provisions for supplying sufficient combustion air and with clearance from combustible material as listed on the appliance, and in compliance with the mechanical code.

(21) Every residential structure shall contain ceiling insulation material that meets the requirements of Federal Specification HH-I-515C including a flame spread factor of fifty or less and that achieves a minimum rating factor of R-19 as approved by the superintendent of central inspection. Any ceiling insulation material that is installed hereafter in an existing residential structure shall meet the requirements of Federal Specification HH-I-515C including a flame spread factor of fifty or less as approved by the superintendent of central inspection, and shall, in addition, contain an R rating factor label. The ceiling insulation material shall be installed in accordance with the manufacturer's specifications and in a manner that achieves a minimum rating factor of R-19. R shall be defined for purposes of this section as that term is defined by the American Society of Heating, Refrigeration and Air Conditioning;

(22) All existing installations and/or repairs made to conform to this and all other applicable codes, must be installed in a workmanlike manner.”

SECTION 4. Section 20.04.050 of the Code of the City of Wichita, Kansas, shall be amended

to read as follows:

“General requirements relating to the safe and sanitary maintenance of parts of dwellings and dwelling units. No person shall occupy as owner-occupant or permit another to occupy any dwelling or dwelling unit, for the purposes of living therein, which does not comply with the following requirements:

(19) Foundations. Every footing, foundation, foundation wall and foundation support shall be substantially weathertight, watertight, and rodentproof, and shall be maintained in structurally sound condition and good repair, free of cracks, and/or loose or missing mortar;

(20) Structural Supporting Members. Supporting structural members are to be maintained in a structurally sound condition and in good repair, free of deterioration and rot, capable of bearing imposed live and dead loads in a safe manner;

(21) Chimney and Towers. All chimneys and towers shall be maintained in structurally sound condition and good repair, free of cracks and loose and/or missing mortar;

(22) Exterior walls. All exterior walls and wall coverings shall be maintained in sound condition and good repair, free of deterioration and rot, substantially weathertight, watertight and rodentproof, and free of missing and/or loose mortar. New wall coverings shall be installed in a workmanlike manner using building materials recognized for that purpose in compliance with the building code;

(23) Roof Covering. Roofs shall have a covering free of holes, cracks or excessively worn surfaces, which will prevent the entrance of moisture into the structure and provide reasonable durability, shall be substantially weathertight and watertight, and shall conform to the requirements of the building code. Metal roofs showing signs of corrosion shall be painted with an approved product applied in accordance with the manufacturer’s specifications or protected using materials recognized for that purpose. Gutters and downspouts, where in existence, shall be maintained in a good state of repair;

(24) Soffits, Fascias and Exterior Trim. All soffits, fascias and exterior trim shall be maintained in sound condition and good repair, substantially free of deterioration and rot. New soffits, fascias and exterior trim shall be installed in a workmanlike manner using materials recognized for that purpose in compliance with the building code;

(25) Stairs, Porches and Appurtenances. Every inside and outside stair, every porch, and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon, and shall be maintained in structurally sound condition and good repair; substantially free of deterioration and/or rot. Each stairway shall have uniform risers and treads, the greatest riser height within any flight of stairs shall not exceed the smallest by more than one-half inch. No stair riser shall exceed nine inches and no stair tread shall be less than eight inches, provided that the tread is at least equal to the rise, and further provided that any new stair construction shall meet the requirements of the building code;

(26) Handrails and Guardrails. Structurally sound handrails shall be provided, on at least one side, on any stairway having five or more risers. Stairways with open sides having any tread five feet or higher above adjacent grade shall have intermediate rails or ornamental closures on both sides of the stairs that will not allow passage of an object six inches or more in diameter. Porches and/or balconies located more than five feet higher than the adjacent area shall have structurally sound protective guardrails at least thirty inches high and, if unenclosed, shall be protected as required for stairways with open sides. No ladders shall be permitted. New stairs, porches and

appurtenances shall be installed in a workmanlike manner using materials recognized for that purpose in compliance with the building code;

(27) Windows, Doors and Hatchways. Every window and exterior door and basement hatchway shall be reasonably weathertight, watertight and rodentproof, and shall be maintained in sound working condition, maintained without cracks or holes and in a good state of repair.

All windows intended for ventilation must be equipped with fully operable hardware;

(28) Floors, Interior Walls and Ceilings. Every floor, interior wall and ceiling shall be maintained in sound condition and good repair, free of holes and cracks, and constructed of a building material recognized for that purpose;

(29) Plumbing. Every plumbing fixture and water and waste pipe shall be properly installed and maintained in good sanitary working condition, free from defects, leaks and obstruction;

(30) Utilities. Every supplied facility, piece of equipment, or utility shall be so constructed and installed that it will function safely and effectively and shall be maintained in satisfactory working condition, or it shall be removed, replaced and/or repaired in accordance with the applicable codes;

(31) Kitchen, Water Closet Room and Bathroom Floors. Every kitchen floor surface and every water closet room floor surface and bathroom floor surface, except where constructed of materials impervious to moisture, shall be covered with asphalt, vinyl-plastic, rubber tile, ceramic tile, terrazzo or linoleum or other durable waterproof, nonabsorptive material and maintained so as to be reasonable impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition. Existing carpet will be allowed provided that it has been maintained in a clean and sanitary manner;

(32) Paint and/or Surface-Coating. The exterior of all structures, including accessory buildings and fences, shall be protected from the elements by the application of paint or other approved protective material and shall be maintained in a good state of repair. All paint and other approved protective materials shall be applied in accordance with the manufacturer s specifications provided, however, wood of natural decay resistance, recognized as not needing finish, does not require surface coating provided one has never been applied;

(33) Maintenance. All structures, accessory structures, appurtenances and fences shall be free of deterioration and maintained in a good state of repair and such that the appearance of the premises and structures shall not constitute a blighting factor for adjoining property;

(34) Mobile Homes. Mobile homes shall be properly blocked and anchored as provided in Chapter 26 and shall be solid skirted with an approved fire resistive material;

(35) Sanitary Premises. No person, owner or operator shall occupy or let to any other occupant any vacant dwelling, dwelling unit or rooming unit unless it is clean, sanitary and fit for human occupancy and unless it complies with all provisions of this chapter;

(36) Installations. All existing installations and/or repairs made to conform to this and all other applicable city codes must be installed in a workmanlike manner.”

SECTION 5. Section 20.04.055 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

“Minimum requirements for maintaining vacant dwellings.” The owner, operator or manager of any vacant dwelling, or part of a dwelling, shall maintain the premises in a secure, clean and sanitary manner, complying with the following standards:

(1) Foundations - Every footing, foundation, foundation wall and foundation support shall be

substantially weathertight, watertight, and rodent proof and shall be maintained in structurally sound condition and good repair free of cracks, and/or loose or missing mortar.

(2) Every window and exterior door shall be reasonably weathertight, watertight, and rodent proof and shall be maintained in good repair, and be equipped with locking devices in accordance with the provisions contained in Section 20.04.055 (11).

(3) Structural supporting members – Supporting structural members are to be maintained in structurally sound condition and good repair, free of deterioration and rot, capable of bearing imposed live and dead loads in a safe manner.

(4) Chimneys and towers – All chimneys and towers shall be maintained in structurally sound condition and good repair, free of cracks and loose and/or missing mortar.

(5) Exterior walls – All exterior walls and wall coverings shall be maintained in sound condition and good repair, free of deterioration and rot, substantially weathertight, watertight and rodent proof, and free of missing and/or loose mortar. New wall coverings shall be installed in a workmanlike manner using building materials recognized for that purpose in compliance with the Building Code.

(7) Roof covering – Roofs shall have a covering free of holes, cracks or excessively worn surfaces, which will prevent the entrance of moisture into the structure and provide reasonable durability, shall be substantially weathertight and watertight and shall conform to the requirements of the Building Code. Metal roofs showing signs of corrosion shall be painted with an approved product applied in accordance with the manufacturer's specifications or protected using materials recognized for that purpose. Gutters and downspouts, where in existence, shall be maintained in a good state of repair.

(7) Soffits, fascias and exterior trim – All soffits, fascias and exterior trim shall be maintained in sound condition and good repair, substantially free of deterioration and rot. New soffits, fascias and exterior trim shall be installed in a workmanlike manner using materials recognized for that purpose in compliance with the Building Code.

(8) Stairs, porches and appurtenances – Every outside stair, every porch, and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon, and shall be maintained in sound condition and good repair, substantially free of deterioration and/or rot. Each stairway shall have uniform risers and treads the greatest riser height within any flight of stairs shall not exceed the smallest by more than ½ inch. No stair riser shall exceed nine (9) inches and no stair tread shall be less than eight (8) inches, provided that the tread is at least equal to the rise, and further provided that any new stair construction shall meet the requirements of the Building Code.

(9) Handrails and Guardrails - Structurally sound handrails shall be provided, on at least one side, on any stairway having five or more risers. Stairways with open sides having any tread five feet or higher above adjacent grade shall have intermediate rails or ornamental closures which will not allow passage of an object six (6) inches or more in diameter. Porches and/or balconies located more than five feet higher than the adjacent area shall have structurally sound protective guardrails at least thirty inches high and, if unenclosed, shall be protected as required for stairways with open sides. No ladders shall be permitted. New stairs, porches and appurtenances shall be installed in a workmanlike manner using materials recognized for that purpose in compliance with the Building Code.

(10) Accessory Structures - Accessory structures shall be kept in sound condition and good repair. The exterior of such structures shall be made weather resistant through the use of decay-

resistant materials, or the application of paint or other approved preservatives.

(11) Vacant Structures - Every vacant dwelling, dwelling unit or accessory structure or vacant portion thereof shall be maintained in a secure condition to prevent entry by children, vagrants, or any unauthorized person. Buildings that are boarded at windows and/or doors shall be boarded with a minimum of 3/8" exterior grade plywood, cut to fit the opening, securely fastened to the window and/or door frames with nails and/or screws, and/or bolted in a manner approved by the Superintendent of Central Inspection or his designee. All plywood used to board windows and /or doors shall be protected from the elements by the application of paint matching the predominant color of the structure and shall be maintained in a good state of repair.

(12) Paint and/or Surface-coating – The exterior of all structures, including accessory buildings and fences, shall be protected from the elements by the application of paint or other approved protective material and shall be maintained in a good state of repair. All paint and other approved protective materials shall be applied in accordance with the manufacturer's specifications provided; however, wood of natural decay resistance, recognized as not needing finish, does not require surface coating, providing one has never been applied.

(13) Sanitary Premises - The owner or operator of any vacant dwelling or dwellings shall maintain the premises in a clean and sanitary manner, free of junk, debris and stored material.

(14) Installations - All existing installations and/or repairs made to conform to this and all other applicable City Codes, must be installed in a workmanlike manner.”

SECTION 6. Section 20.04.060 of the Code of the City of Wichita, Kansas, shall be amended to read as follow s:

“Minimum space, use, etc., requirements. No person shall occupy or permit another to occupy any dwelling or dwelling unit, for the purpose of living therein, which does not comply with the following requirements:

(4) Except as set forth below, every dwelling or dwelling unit shall contain at least one hundred fifty square feet of floor space for the first occupant thereof and at least one hundred additional square feet of floor space for every additional occupant thereof, the floor space to be calculated on the basis of total habitable room area;

(a) Nothing in this section shall prohibit the use of an efficiency living unit within an apartment building meeting the following requirements:

1. The unit shall have a living room of not less than two hundred twenty square feet of superficial floor area. An additional one hundred square feet of superficial floor area shall be provided for each occupant of such unit in excess of two;
2. The unit shall be provided with a separate closet;
3. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than thirty inches in front. Light and ventilation conforming to this code shall be provided;
4. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.

(5) Every room occupied for sleeping purposes shall contain at least seventy square feet of floor space for the first occupant, one hundred square feet for two occupants, and at least fifty square feet of floor space for each additional occupant thereof. Every egress or rescue window from a sleeping room must have a minimum net clear opening of 3.3 square feet with minimum net clear opening dimensions of seventeen inches by twenty-four inches, and a minimum overall breakout area (including frame) of five square feet.

(6) No basement space shall be used as a habitable room or dwelling unit unless it complies with the following requirements:

(a) The floor and walls are impervious to leakage of underground and runoff water and are free from dampness;

(b) The window area in each room is equal to the minimum window area required in Section 20.04.040(1) of this chapter and such required window area is located entirely above the grade of the ground adjoining such window area; provided, that window area below grade may be acceptable when the window well is so designed that a plane of forty-five degrees with the horizontal will not obstruct the window area; provided further that every basement room used for continual sleeping purposes which was constructed and designed for such continual sleeping purposes must have at least one window or door which can be used for egress or rescue. Every egress or rescue window from a sleeping room must have a minimum net clear opening of 3.3 square feet with minimum net clear opening dimensions of seventeen inches by twenty-four inches, and a minimum overall breakout area (including frame) of five (5) square feet. Where windows are provided as a means of egress or rescue, they shall have a sill height of not more than forty-four inches above either the floor or the highest tread of no more than two (2) inches permanently installed steps or a step and platform where the rise of each step does not exceed eight (8) inches, with each step or platform having a minimum depth of nine (9) inches from the interior edge of the step or platform to the wall surface under the egress or rescue window, and a minimum width of twenty-four inches. The above requirements must be determined to be readily achievable by the superintendent of central inspection or his/her designee. Alternative egress window installations with respect to the minimum sill height requirement may also be requested in writing and approved in writing by the superintendent of central inspection or his/her designee. Existing window wells which are not designed with horizontal dimensions which allow the window to be fully opened, will have to be reconstructed to comply with requirements of the building code.

(c) The facilities for ventilation in each room are equal to at least the minimum as required under Section 20.04.040(2) of this chapter;

(4) Every dwelling unit shall have at least four square feet of floor-to-ceiling height closet space for the personal effects of each permissible occupant.

(5) All existing installations and/or repairs made to conform to this and all other applicable city codes, must be installed in a workmanlike manner.”

SECTION 7. Section 20.04.100 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

“Service of notice of violations upon persons responsible therefor; when notice to become and order.”

Whenever the superintendent of central inspection determines that there has been a violation of any provision of this chapter, except Section 20.04.180 hereof, or of any use or regulation adopted pursuant thereto, he shall give notice of such alleged violation to the person or persons responsible therefor as hereinafter provided. Such notice shall:

1. Be in writing;
2. Particularize the violations alleged to exist or to have been committed;
3. Provide a reasonable time for the correction of the violation particularized;
4. Be addressed to and served upon the owner or resident agent of the property and the

operator of the dwelling, or the occupant of the dwelling unit or rooming unit concerned of the occupant is or may be responsible for the violations; provided that such notice shall be deemed to be properly served upon such owner, resident agent, operator or occupant if a copy thereof is served upon him personally or if a copy thereof is sent by certified mail to his last known address. If the notice cannot be conveniently served by the aforesaid, service of the notice may be made upon such person or persons by posting the notice in a conspicuous place in or about the dwelling affected by the notice; in which event the superintendent of central inspection shall make a statement for inclusion in the record as to why such posting was necessary. Such notice may contain an outline of remedial action which if taken, will effect correction of the particularized alleged violations.

Any notice served pursuant to this section, shall become an order if a written petition for a hearing is not filed in the office of the superintendent of central inspection within ten days after such notice is served.”

SECTION 8. Section 20.04.110 of the Code of the City of Wichita, Kansas shall be amended to read as follows:

“Placarding dwellings, dwelling units, etc., in violation of chapter.” In addition to giving notice of alleged violations as provided for in Sections 20.04.100 and 20.04.180 of this chapter, the Superintendent of Central Inspection may appropriately placard such dwellings, dwelling units and rooming units that have been determined to be in violation of any provisions of this chapter. The placard shall include but not be limited to a statement that the dwelling, dwelling unit or rooming unit is in violation of provisions of the Housing Code of the city. The Superintendent of Central Inspection shall remove such placard affixed under the provisions of this section. If the dwelling, dwelling unit or rooming unit is vacant at the time of placarding, or becomes vacant after placarding, it shall not be used for human habitation until the violations particularized in the notice have been corrected and written approval secured from and the placard removed by the Superintendent of Central Inspection.

(2) It shall be unlawful for any person other than the Superintendent of Central Inspection or his authorized representative to remove the placard from a dwelling, dwelling unit or roominghouse or rooming unit.”

SECTION 9. Section 20.04.150 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

“Records to be kept--Appeals to board of code standards and appeals. The proceedings at informal hearings, as provided for in Section 20.04.120, including the findings and decision of the superintendent of central inspection or his designated representative, shall be reduced to writing, and entered as a matter of public record in the office of the superintendent of central inspection. The record shall also include a copy of every notice or order issued in connection with the matter. Appeals from the decision of the superintendent of central inspection or his designated representative may be made to the board of code standards and appeals by requesting in writing to the superintendent of central inspection, within ten days after receiving such decision, a hearing before the board. The appeal shall be heard, with written notification as to time and place given such appellant, within forty-five days after receipt of written request.”

SECTION 10. Section 20.04.200 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

“Penalty. (a) Any person who violates any of the provisions of this chapter, shall be

deemed guilty of a misdemeanor and upon conviction thereof shall be punished by the following:

- (1) Upon a first conviction, a fine of not more than one thousand dollars;
- (3) Upon a second conviction, a fine of not less than two hundred fifty dollars nor more than one thousand dollars;
- (4) Upon a third conviction, a fine of not less than five hundred dollars nor more than one thousand dollars;
- (5) Upon a fourth or subsequent conviction, a fine of not less than one thousand dollars nor more than two thousand five hundred dollars;

In addition to the preceding fines such person may be punished by a term of imprisonment which shall not exceed twelve months, or by both such fines and imprisonment.

a. The imposition of the fines established in subparagraph (a) herein shall be mandatory and the court shall not waive, remit, suspend, parole or otherwise excuse the payment thereof except that the court may order that the defendant perform community service specified by the court but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial condition as required by Section 1.04.210(e) and amendments thereto, and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed herein.

b. For the purposes of determining whether a conviction is a first or subsequent conviction in sentencing under this section:

- (1) conviction includes being convicted of a violation of this section, and it is irrelevant whether an offense occurred before or after conviction for a previous offense.
- (2) conviction includes being convicted of a violation of this chapter or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section;
- (3) any convictions occurring during the five years prior to the date of the occurrence shall be taken into account when determining the sentence to be imposed.

Each day that any violation of this ordinance continues shall constitute a separate offense and be punishable hereunder as a separate violation.

In addition to the penalties set forth above, the Judge of the Wichita Municipal Court may, in his or her discretion, require that the owner register such dwelling or dwelling unit with the Superintendent of Central Inspection pursuant to Chapter 30 of the Code of the City of Wichita.”

SECTION 10. The originals of Sections 20.04.010, 20.04.030, 20.04.040, 20.04.050, 20.04.055, 20.04.060, 20.04.100, 20.04.110, and 20.04.200, of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 11. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, this _____ day of _____, 2006.

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

Agenda Item No. 43.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0929

TO: Mayor and City Council Members

SUBJECT: Pawnee Improvement, between 119th St. West and Maize (District IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the revised project budget.

Background: On January 10, 2006, the City Council approved a project to improve Pawnee, between 119th St. West and Maize. Based on current bid prices, it is doubtful that a construction contract can be awarded within the approved budget. An amending Ordinance has been prepared to increase the project budget.

Analysis: The project will reconstruct Pawnee to provide four through lanes and a median for left turn lanes. A new storm water sewer will be constructed.

Financial Considerations: The current budget is \$6,660,000, with \$2,700,000 paid by the City and \$3,960,000 by Federal Grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds. The proposed increased budget is \$8,000,000, with \$2,900,000 paid by the City and \$5,100,000 paid by Federal Grants. Funding for the increased City cost is available in the Approved 2005-2014 Capital Improvement Program.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

Legal Considerations: The Law Department has approved the amending Ordinance as to legal form.

Recommendations/Actions: It is recommended that the City Council approve the revised budget, place the amending Ordinance on First Reading and authorize the signing of State/Federal agreements as required.

Agenda Item No. 44.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0930

TO: Mayor and City Council Members
SUBJECT: 11th St. Bridge at the Drainage Canal (District I)
INITIATED BY: Department of Public Works
AGENDA: New Business

Recommendation: Approve the revised project budget.

Background: On April 4, 2006, the City Council approved a project to improve the 11th St. Bridge at the Drainage Canal. The project is funded by a combination of City and Federal funds. Based on current bid prices, it is doubtful that a construction contract can be awarded within the approved budget. Additional Federal funds are available for the cost increase. An amending Ordinance has been prepared to revise the project budget.

Analysis: The project will replace the existing bridge. Sidewalks will be built on both sides of the new structure.

Financial Considerations: The current budget is \$1,202,000, with \$650,000 paid by the City and \$552,000 by Federal Grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds. The proposed increased budget is \$1,532,000, with \$650,000 paid by the City and \$882,000 paid by Federal Grants.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

Legal Considerations: The Law Department has approved the amending Ordinance as to legal form.

Recommendations/Actions: It is recommended that the City Council approve the revised budget, place the amending Ordinance on First Reading and authorize the signing of State/Federal agreements as required.

Agenda Item No. 45.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0931

TO: Mayor and City Council Members

SUBJECT: Petition to pave Brookside, north of Central (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signatures on the Petition represent 3 of 7 (42%) resident owners and 65% of the improvement district area. District II Advisory Board sponsored an August 7, 2006, neighborhood hearing on the project. The Board voted 7-0 to recommend approval of the project.

Analysis: The project will provide paved access to a developed commercial area located north of Central, west of Woodlawn.

Financial Considerations: The estimated project cost is \$117,000 with the total assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$00.22 per square foot of ownership.

Goal Impact: This project will address the Efficient Infrastructure goal by providing paving improvements for commercial development.

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

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

Agenda Item No. 46.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0932

TO: Mayor and City Council Members

SUBJECT: Petition to pave 50th St. South, Osage and Osage Circle east of Seneca (District IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signature on the Petition represents 1 of 12 (8.33%) resident owners and 75.67% of the improvement district area. District IV Advisory Board sponsored an August 2, 2006, neighborhood hearing on the project. The Board voted 5-0 to recommend approval of the project.

Analysis: The project will provide paved access to a partially developed residential area located east of Seneca, south of 47th St. South.

Financial Considerations: The estimated project cost is \$259,000 with the total assessed to the improvement district. The method of assessment is the fractional basis. The estimated assessment to individual properties is \$6,088 per lot with a front foot assessment and \$2,214 per lot with a side street assessment.

Goal Impact: This project will address the Efficient Infrastructure goal by providing paving improvements for residential development.

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

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

Agenda Item No. 47.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0933

TO: Mayor and City Council Members

SUBJECT: Petition to pave 37th St. South, Flora and York in Skyline Heights and Wheatland Place Additions (north of MacArthur, east of Hoover) (District IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signatures on the Petition represent 28 of 53 (52.83%) resident owners and 43.23% of the improvement district area. District III Advisory Board sponsored an August 2, 2006, neighborhood hearing on the project. The Board voted 4-1 to recommend approval of the project.

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

Financial Considerations: The estimated project cost is \$360,000 with \$340,272 assessed to the improvement district and \$19,728 paid by the City. The method of assessment is the fractional basis. The estimated assessment to individual properties is \$8,133 per tract, except for a large tract at the northeast corner of Hoover and MacArthur which has an estimated assessment of \$24,400. The City share is for the cost of intersection construction. The funding source for the City share is General Obligation Bonds.

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

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

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

Agenda Item No. 48.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0934

TO: Mayor and City Council Members

SUBJECT: DR 2004-10: Proposed Amendments to the Wichita Sedgwick-County Subdivision Regulations (Utility Easements). (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Non-Consent)

Staff Recommendation: Approve the amendments.

MAPC Recommendation: Approve amendments. (9-0)

Background: On December 13, 2005, this item was deferred to allow time for discussion between Staff and City Council Members. On January 10, 2006, the City Council approved the concept and referred this item back to the Planning Commission for further review and consideration of the alternative solutions with the utilities. The Subdivision Committee reviewed the proposed amendments on July 13, 2006. On August 3, 2006, the Metropolitan Area Planning Commission voted 9-0 to recommend approval of the amendment.

Analysis: For lot splits and vacations, the Public Works and Water and Sewer Departments have been requesting that property owners dedicate additional land to create wider utility easements. The requests have mostly occurred on a piece-meal, lot-by-lot basis, resulting in the non-uniform acquisition of additional easements. The wider easement is needed to accommodate the greater number of services to be located in the easement (cable, telephone, sewer and gas) and to provide required safety for workers installing or repairing utilities.

Planning Commissioners consistently objected to these piece-meal requests on the basis that additional easements are not effective, since an entire block's worth of easement is rarely obtained. The Planning Commission and Staff explored, with the Law Department, the potential of obtaining a wider easement by enacting a single ordinance that would retroactively widen all existing utility easements. That approach was not legally possible; therefore, another option was developed to address the issue.

The attached ordinance requires dedication of additional easements for existing lots served by

any public utility in existing substandard easements associated with lot split or vacation requests. All property owners adjoining the easement would be contacted by City or County staff and offered \$100 for similar easement dedications and informed the easement improves accessibility for maintenance and repairs, and protection of workers. Pre-existing encroachments would be permitted to remain and property owners would be held harmless from damage to the encroachments resulting from work in the additional easement.

The Water and Sewer Department is in favor of the proposed amendment.

Planning staff has reviewed this amendment with the City and County Legal Departments prior to review by the Subdivision Committee.

Legal Considerations: These amendments to the Wichita-Sedgwick County Subdivision Regulations will affect properties both inside the city limits and in the unincorporated area of Sedgwick County. Both the City Council and the Sedgwick County Commission will need to approve the amendments in order for them to be in full effect. Legal Departments for both the City and the County have reviewed the amendments and approved as to form the respective adopting Ordinance and Resolution.

Financial Consideration: None.

Goal Impact: Ensure Efficient Infrastructure.

Recommendations/Action: Approve the amendments to the Wichita-Sedgwick County Subdivision Regulations as recommended by the Metropolitan Area Planning Commission, and approve first reading of the Ordinance.

Agenda Item No. 49.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0935

TO: Mayor and City Council Members

SUBJECT: SUB 2006-53 -- Plat of Quiktrip 9th Addition, located east of West Street and on the south side of Maple Street. (District IV)

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 .98 acres, is a replat of a portion of the Quincy Addition. The south portion of the site has been approved for a zone change (ZON 2006-19) from "SF-5" Single-Family Residential District to "LC" Limited Commercial District subject to platting. A Conditional Use (CON 2006-17) for a car wash was also approved for the site. The plat includes the vacation of a portion of an alley.

Analysis: Municipal services are available to serve the site. In order to guarantee the closure of any driveway openings located in areas of complete access control along Maple Street, a Driveway Closure Certificate has been submitted. Also, an Alley Return Closure Certificate has been submitted to guarantee the closure of the alley return and continuation of curbing along Illinois Street.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and record-ing within 30 days. Publication of the Ordinance should be withheld until such time as the plat is recorded with the Register of Deeds.

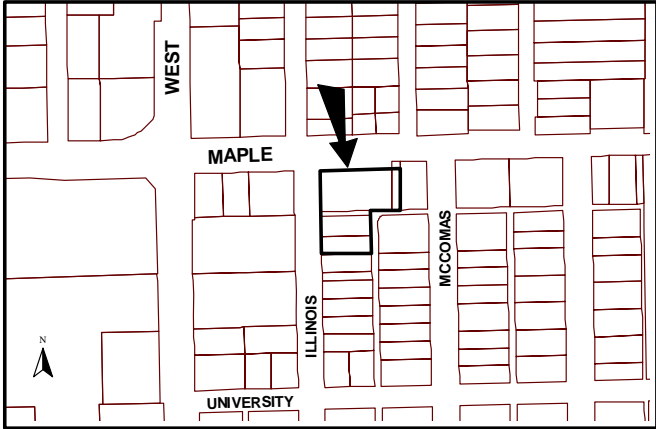
Financial Considerations: None.

Legal Considerations: The Drive Approach and Alley Return Closure Certificates will be recorded with the Register of Deeds.

Goal Impact: Ensure Efficient Infrastructure.

Recommendations/Actions: It is recommended that the City Council approve the documents and

plat, authorize the necessary signatures and approve first reading of the Ordinance.



(150004) Published in The Wichita Eagle on _____

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2006-19

Zone change request from "SF-5" Single-Family Residential District to "LC" Limited Commercial District, described as: That part of Lot 1, Block A, Quiktrip 9th Addition, Wichita, Sedgwick County, Kansas described as follows: Commencing at the NW corner of said Lot 1; thence S00°15'34"W along the west line of said Lot 1, 115.11 feet to a corner in said west line, and for a point of beginning; thence continuing S00°15'34"W along the west line of said Lot 1, 15.00 feet to a deflection corner in said west line; thence S00°14'12"W along the west line of said Lot 1, 105.04 feet to the SW corner of said Lot 1; thence S89°55'34"E along the south line of said Lot 1, 139.46 feet to the most southerly SE corner of said Lot 1; thence N00°06'22"E along the east line of said Lot 1, 120.02 feet to a deflection corner in said east line; thence N89°55'09"W, 139.18 feet to the point of beginning.

Generally located east of West Street and on the south side of Maple Street.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this _____ day of _____ 2006.

ATTEST:

Karen Sublett, City Clerk

Carlos Mayans, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. 50.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0936

TO: Mayor and City Council Members

SUBJECT: SUB 2005-136 -- Plat of Nicholson Commercial Addition, located on the northwest corner of 53rd Street North and Ridge Road.

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 seven lots on 8.15 acres, is located within three miles of Wichita's city limits. A Sedgwick County zone change request has been approved (ZON 2005-16) from "RR" Rural Residential District to "LC" Limited Commercial District and to "OW" Office Warehouse District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for future extension of sanitary sewer and City water services. A Restrictive Covenant was submitted prohibiting non-domestic wastes on the site until public sewer is available. A Joint Access Easement was submitted to provide joint access openings.

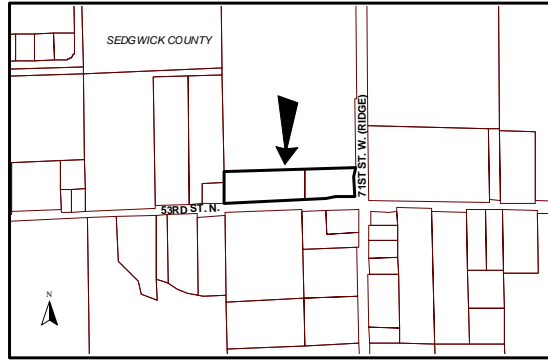
This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions, Restrictive Covenant and Joint Access Easement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.



Agenda Item No. 51.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0937

TO: Mayor and City Council

SUBJECT: VAC2006-00015 Request to vacate a portion of a platted utility easement located at the northeast corner of Kellogg Drive and Armour Drive. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to vacate portions of the 18-foot wide platted utility easement located along the common lot line of Lots 2, Rockwood South 3rd Addition and Lot 1, Kellogg Mall Addition. The easement does not have any utilities, manholes, sewer or water lines. The site is being redeveloped as a result of improvements to Kellogg Avenue. The Rockwood South Third Addition was recorded with the Register of Deeds on October 19, 1966. The Kellogg Mall Addition was recorded with the Register of Deeds on June 18, 1973.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Legal Considerations: A certified copy of the Vacation Order and a utility easement dedicated by separate instrument will be recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Agenda Item No. 52.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0938

TO: Mayor and City Council

SUBJECT: ZON2006-17 – Zone change from “SF-5” Single-family Residential to “MF-18” Multi-family Residential. Generally located north of Lewis and east of Greenwich Rd. (District II)

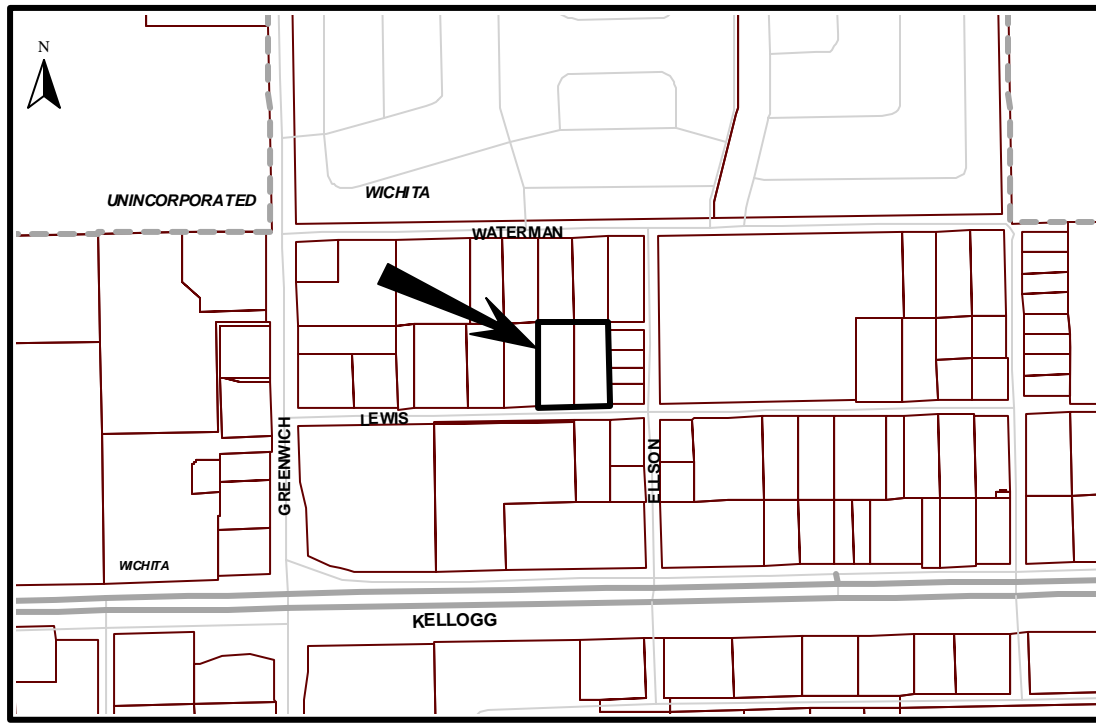
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve, (12-0).

MAPD Staff Recommendations: Approve.

DAB Recommendations: DAB II recommended approval (7-0), subject to a Protective Overlay.



Background: The application area consists of two undeveloped, platted lots located north of Lewis and east of Greenwich Rd. The 1.76-acre site is zoned “SF-5” Single-family Residential. The applicant requests “MF-18” Multi-family Residential zoning, the lowest level of multi-family zoning, to allow for multiple duplexes per lot. Based on the lot size requirements for MF-18 zoning, the site could in theory be developed with up to 16 single-family residences, up to 20 duplex dwelling units and up to 28 multi-family dwelling units.

Property north of the site is zoned SF-5 and is developed with single-family residences; further north is property zoned “MH” Manufactured Housing and is developed with a mobile-home park. South of the site is property zoned “GC” General Commercial and “LC” Limited Commercial and contains vacant commercial land and a single family-residence. East of the site is property zoned “TF-3” Two-family Residential and is developed with duplexes and single-family residences; further east is an MH zoned mobile-home development. West of the site is property zoned SF-5 and is developed with single-family residences.

Analysis: MAPC heard this request on June 1, 2006; one neighbor spoke in support of the request, and one spoke in opposition to the request because of drainage concerns. The action of the MAPC was to approve by a vote of 12-0. Several surrounding residential property owners filed protest petitions, amounting to 40 percent of the protest area, requiring a governing body $\frac{3}{4}$ majority override to approve the zone change request.

DAB II heard this request on July 10, 2006; several neighbors spoke against the request. The DAB instructed Planning Staff to draft a Protective Overlay to mitigate neighbors concerns, specifically to limit the number of dwelling units on the site and ensure code standards on the site. DAB II heard the request again on August 7, 2006; several neighbors again spoke against the request. DAB II unanimously recommended approval of the request subject to the following Protective Overlay:

1. The site shall be limited to development of single-family or duplex residential units only.
2. The site shall be limited to a total of 16 dwelling units.
3. The site shall meet all code-required setbacks, screening, landscaping and parking requirements.
4. The City of Wichita’s Fire Marshall shall approve the site plan for a private access drive.

As the DAB recommendation differs from the MAPC recommendation, the governing body is required to have a $\frac{2}{3}$ majority to override the MAPC recommendation. As stated above, the protest percentage in this case requires a governing body $\frac{3}{4}$ majority override to approve the zone change request.

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. Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; or
2. Adopt the recommendation of the DAB, approve the zone change subject to the recommended Protective Overlay and place the ordinance on first reading; or
3. 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.)

Agenda Item No. 53.

City of Wichita
City Council Meeting
September 12, 2006

agenda Report No. 06-0939

TO: Mayor and City Council Members

SUBJECT: DED 2006-23 -- Dedication of a utility easement (located east of West Street and north of Central). (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.

Background: This Dedication is associated with a Lot Split No. SUB 2006-70 (Lot 35, West Ridge Acres Addition). The Dedication is for a four-foot utility easement for construction and maintenance of public utilities.

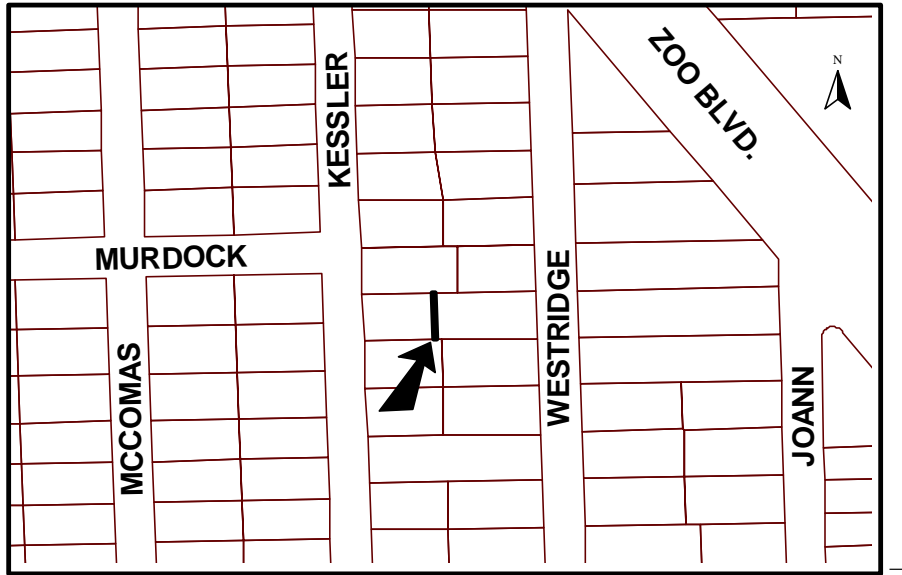
Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.



Agenda Item No. 54.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0940

TO: Mayor and City Council

SUBJECT: Home Rule Bonding Ordinance for Preparing the Hilltop
Neighborhood Master Plan (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the ordinance.

Background: The Hilltop Neighborhood Revitalization Plan was adopted in August 2000. Although this Plan proposed strategies to address some longstanding neighborhood issues, there still remain many deep-rooted neighborhood problems that were not addressed within the scope of the original neighborhood plan.

The City has identified a need to create a long-term master plan to provide solutions to longstanding platting, housing and public infrastructure deficiencies existing in that portion of the Hilltop neighborhood located east of S. Bluffview Drive, west of the Hilltop Manor Cooperative, north of Harry Street and south of Lincoln Street. This master plan initiative is necessary to update and expand the original Hilltop Neighborhood Revitalization Plan adopted in August 2000.

Consultants will be hired to help create a Hilltop Neighborhood Master Plan, working closely with city staff, neighborhood residents, landowners, and community stakeholders at-large.

Analysis: The Department of Law requires the approval of a home rule bonding ordinance to be eligible to issue temporary notes for the cost of services in creating the Hilltop Neighborhood Master Plan. This is necessary even though the temporary notes may be paid with cash. The Law Department has drafted the required home rule bonding ordinance.

Financial Considerations: Funding for this project (not to exceed \$125,000) is identified in Year 2006 of the 2005-2014 Capital Improvement Program.

Goal Impact: This project will address the Core Area and Neighborhoods Goal by providing a master plan approach to solving serious platting, housing and public infrastructure deficiencies existing in portions of the Hilltop neighborhood.

Legal Considerations: A home rule bonding ordinance is required since there is not yet a specific City project associated with Hilltop Neighborhood Master Plan. The ordinance has been approved as to form by the Law Department.

Recommendations/Action: It is recommended that the City Council approve the home rule bonding ordinance for the Hilltop Neighborhood Master Plan and place the ordinance on first reading.

150004 Published in The Wichita Eagle on _____, 2006.

ORDINANCE NO. (__ - __)

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS AUTHORIZING THE ISSUANCE OF ITS GENERAL OBLIGATION BONDS TO PAY THE COSTS OF PREPARATION OF A HILLTOP NEIGHBORHOOD MASTER PLAN; AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TEMPORARY IMPROVEMENT NOTES OF THE CITY FROM TIME TO TIME AS FUNDS ARE NEEDED FOR SUCH PURPOSE.

WHEREAS, Article 12, Section 5 of the Kansas Constitution empowers cities to determine their local affairs and government; and

WHEREAS, the City of Wichita, Kansas (the "City") has heretofore adopted the Hilltop Neighborhood Revitalization Plan, in August 2000, but there remain some neighborhood problems in the Hilltop area that were not addressed within the scope of that plan; and

WHEREAS, the City has identified a need to create a long-term master plan to update and expand the August 2000 plan so as to provide solutions to longstanding platting, housing and public infrastructure deficiencies existing in that portion of the Hilltop neighborhood located east of S. Bluffview Drive, west of the Hilltop Manor Cooperative, north of Harry Street and south of Lincoln Street; and

WHEREAS, under the authority of Article 12, Section 5 of the Kansas Constitution, the Governing Body of the City hereby further finds and determines that it is necessary and desirable and in the interest and for the general economic welfare of the City and its inhabitants, that general obligation bonds of the City in an amount not to exceed \$125,000, exclusive of the costs of interest on borrowed money (the "Bonds") be authorized and issued for the purpose of paying costs associated with the preparation of a Hilltop Neighborhood Master Plan, said Bonds to be issued in accordance with the provisions of K.S.A. 10-101 et seq., as amended and supplemented.

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

SECTION 1. The Governing Body hereby finds and determines that it is necessary and desirable to authorize the issuance of general obligation bonds under the authority of Article 12,

Section 5 of the Kansas Constitution in an amount not to exceed \$125,000, exclusive of the costs of interest on borrowed money, for the purpose of paying costs associated with the preparation of a Hilltop Neighborhood Master Plan (the "Project"). Such Bonds shall be sold and delivered in accordance with the provisions of K.S.A. 10-101 et seq., as amended and supplemented.

SECTION 2. It is hereby further authorized, ordered and directed that in order to temporarily finance the costs of the Project prior to the completion thereof and until issuance of the Bonds as hereinbefore provided, there shall be issued temporary improvement notes (the "Notes"), the aggregate amount of which shall not exceed the sum of \$250,000, such Notes to be issued from time to time upon subsequent ordinance of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms, denominations, interest rates and maturity dates thereof. Such Notes shall be issued and provision shall be made therefor as funds are needed and required for the orderly completion of the Project. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of K.S.A. 10-123, as amended and supplemented, and Article 12, Section 5 of the Kansas Constitution, and shall contain all other usual and required recitals and covenants and be in the form required therefor by said K.S.A. 10-123, as amended and supplemented; and said Notes may be issued in combination with any other temporary notes being issued by the City as shall be determined by the Governing Body at the time of such issuance to be in the City's best interests.

SECTION 3. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City paper.

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this _____ day of _____, 2006.

Carlos Mayans, Mayor

Attest:

Karen Sublett, City Clerk

(Seal)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 56.

CITY OF WICHITA
City Council Meeting

September 12, 2006

Agenda Report No. 06-0942

TO: Mayor and City Council Members

SUBJECT: Contract for Outside Legal Services -- Delta Airlines Complaint
With FAA Re: Airtran Airlines

INITIATED BY: Law Department

AGENDA: Airport Authority (Consent)

Recommendation: Approve amendment to existing contract with outside counsel to increase maximum payment for fees and expenses and authorize payment of fees to Kaplan, Kirsch & Rockwell, L.L.C. for wrap up legal work on behalf of the Airport Authority.

Background: In December 2004 the City Manager retained the law firm of Palmer & Dodge to represent the interests of the Wichita Airport Authority in connection with a complaint filed with the Federal Aviation Administration by Delta Airlines challenging the relationship between the City of Wichita and AirTran Airlines entered into in May 2004. This agreement was for an initial amount not to exceed \$24,000. The contract was amended by the Airport Authority on February 7, 2006, to increase authorized payments to \$125,000. The firm has provided representation since that time and the matter has now been concluded favorably to the Wichita Airport Authority and the City of Wichita. This legal work has generated fees that exceed the limits of the existing contract as amended.

In addition, the attorneys with the firm of Edwards, Angell, Palmer & Dodge who were doing the legal work for the Airport Authority have joined another firm, Kaplan, Kirsch & Rockwell, L.L.C. and wrap-up work was performed while they were members of Edwards' firm. Consequently, it is necessary to approve payment of legal fees in an amount not to exceed \$5,000.00 to the Edwards' firm.

Analysis: The final billings for Edwards, Angell, Palmer & Dodge for its representation of the Airport Authority in the AirTran matter requires an amendment to the existing contract in the amount of \$5,500, which increases the maximum pay out under that contract to \$130,500. The attorneys representing the Airport Authority have billed \$3,527.00 in legal fees during June and July of 2006 in wrapping up this matter while they were members of the Kaplan firm. There are billings for early August, however, total billings will not exceed \$5,000.00.

Financial Considerations: The fees and expenses for the defense of this lawsuit will be paid from Wichita Airport Authority funds.

Goal Impact: This matter impacts the Economic Vitality and Affordable Living Goal by providing the necessary legal services to provide affordable air fares.

Legal Considerations: The Law Department has approved the amendment to the contract for legal services as to form and has approved the amount of the fees billed by Kaplan, Kirsch & Rockwell, L.L.C.

Recommendations/Actions: Authorize the Mayor to execute the amendment to the contract on behalf of the Wichita Airport Authority increasing the amount of fees and expenses that may be expended under the agreement with Edwards, Angell, Palmer & Dodge by \$5,500, increasing the maximum amount to \$130,500 and approving payment of not to exceed \$5,000.00 in legal fees to Kaplan, Kirsch & Rockwell, L.L.C.

Agenda Item No. 57.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0943

TO: Wichita Airport Authority
SUBJECT: Agreement – U. S. Dept. of Agriculture
INITIATED BY: Airport Department
AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: In 2000, the WAA entered into an agreement with the U. S. Department of Agriculture/Wildlife Services to provide funding for one specialist to assist the WAA with its wildlife management program at Wichita Mid-Continent and Jabara Airports. This agreement has been renewed annually for the past years.

Analysis: The U. S. Department of Agriculture/Wildlife Services has prepared a cooperative services agreement to collect and monitor biological assessment data and provide continuous wildlife management oversight. Wildlife management at airports is mandated by the FAA.

Financial Considerations: The cost for services provided is \$45,670 for the period October 1, 2006 through September 30, 2007. This amount reflects an increase of \$1,125 above the 2005/2006 contract amount for these services. One specialist, based on the airport, will be assigned to the project for approximately 32 hours per week. Work hours will vary to most appropriately interact with wildlife management issues. Funds are included in the operating budget.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted by complying with Federal regulations.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement and authorize the necessary signatures.

Attachments: Three original signature copies and 12 distribution copies of the Assignment.

Work Plan/Financial Plan

COOPERATOR: Wichita Airport Authority
Victor D. White, Director of Airports, (316) 946-4700

COOPERATIVE AGREEMENT NO.: 07-73-20-5303RA

ACCOUNTING CODE No.: 773-7320-377

LOCATION: Mid-Continent Airport Wichita Kansas

DATES: October 1, 2006 to September 30, 2007

OBJECTIVES/GOALS:

To continue to collect biological assessment information, provide periodic wildlife damage management training to Wichita Airport Authority (WAA) personnel and assist Airfield Operations and Maintenance by responding directly to known wildlife nuisances and hazards. Specific actions requested: a) assess/monitor biological conditions on Mid-Continent Airport to track seasonal and yearly changes in wildlife population indices, b) provide periodic training to WAA personnel to meet FAA requirements and identify, document, and address wildlife hazards, c) provide direct control of nuisance and hazardous wildlife using hazing (harassment), trapping, shooting and other management tools as appropriate, and d) assist the WAA in maintaining appropriate State and Federal depredation permits.

PLAN OF ACTION:

WS personnel will conduct all activities within the above-delineated areas. WS will coordinate all activities with the appropriate WAA personnel. WAA will be responsible for designating WS points of contact, approving WS activities, and providing the appropriate clearances needed to complete the stated objectives/goals. The project will be supervised by the State Director for Kansas or his designated representative.

One specialist will be assigned to the project for approximately 32 hours per week. Work hours will vary and will be scheduled to most appropriately address wildlife damage management problems. WS may utilize all practical and legal wildlife management techniques.

COST ESTIMATE FOR SERVICES October 1, 2006 to September 30, 2007

Salary/Benefits 33,278

Lodging/Per Diem 1,000

Transportation (9,600 miles @ .42/mile) 4,042

Supplies 1,000

SUBTOTAL 39,320

Program Support @ 16.15% of Subtotal 6,350

TOTAL \$45,670

Billing will be done quarterly. Costs are estimated and may vary according to changing needs.

NOTE: In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS/WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days must be forwarded to debt collection centers or commercial collection agencies for more aggressive action.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
By direction of the Wichita Airport

Authority

By: _____
Karen Sublett, City Clerk

By: _____
Carlo Mayans, President

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL & PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

By: _____
State Director, Kansas

Date: _____

By: _____
Director, Western Region

Date: _____

Agenda Item No. 58.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0944

TO: Wichita Airport Authority
SUBJECT: Fuel Contract Consulting Services
INITIATED BY: Airport Department
AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the contract.

Background: The Wichita Airport Authority has fueling operations taking place on its airports involving several parties such as fixed base operators, managers of Authority owned fuel plants, users of Authority owned fuel plants, product suppliers and tenant operators of fuel farms. Language is included in several leases, which speaks to issues such as access, liability, control, maintenance and reporting. A comprehensive review of the contractual relationships that should exist is in order.

Analysis: A Request for Proposal was published to which three responses were received. After reviewing the responses and conducting telephone interviews, the Staff Screening and Selection Committee selected Airport Business Solutions to provide the services. The company brings extensive experience in airport consulting and has performed similar engagements at other airports.

Financial Considerations: The agreement is for a not-to-exceed cost, including out-of-pocket expenses, of \$39,300. There is operating budget available for this expenditure.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through maintaining agreements which clearly establish the responsibilities of the parties.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the contract and authorize necessary signatures.

Agenda Item No. 59.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0945

TO: Wichita Airport Authority

SUBJECT: Taxiway L, H and H-1
Change Order No. 2
Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order and the adjustment to the budget.

Background: On August 9, 2005 the Wichita Airport Authority approved a contract with Cornejo & Sons for construction of Taxiways L, H and H-1.

Analysis: A change order has been prepared to modify the contracted work and adjust quantities.

Financial Considerations: The change order amount of \$27,671.72 will be funded with FAA AIP funding, PFC funding and General Obligation bonds paid for with Airport revenue. A budget increase of \$30,000 is requested and will result in a total project budget of \$6,980,000.00. With this change order the total change orders are approximately 0.5% of the initial construction contract amount.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through infrastructure improvements to allow tenant development.

Legal Considerations: The change order has been approved by the Law Department and the FAA. The Law Department has approved the Authorizing Resolution as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order, adopt the resolution, approve the budget adjustment and authorize the necessary signatures.

Agenda Item No. 60.

City of Wichita
City Council Meeting
September 12, 2006

Agenda Report No. 06-0946

TO: Wichita Airport Authority

SUBJECT: Southwest Area Site Development Supplemental Agreement No. 1
Colonel James Jabara Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: On September 13, 2005 the Wichita Airport Authority approved an agreement with Professional Engineering Consultants for \$43,200 for design and bid phase services.

Analysis: A supplemental agreement has been prepared to authorize construction-related services as well as for supplemental design services.

Financial Considerations: The cost of the construction-related services and the additional design services is a not-to-exceed amount of \$56,020, will be funded with General Obligation Bonds paid for with Airport Revenue, and is within the project budget.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through infrastructure improvements to allow tenant development.

Legal Considerations: The agreement has been approved by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.