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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m.

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on February 28, 2012

AWARDS AND PROCLAMATIONS

-- Proclamations:

Registered Dietician Day
Multiple Sclerosis Awareness Month
Professional School Social Work Month

-- Service Awards:

Gay Zetrouer
Marge Seger
David Wilson

I. PUBLIC AGENDA

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

1. Ryan Johnson-Stop light at Pawnee between Market and Main.

2. Kelly Wendeln-The "Temporary" withholding Federal Income Tax.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 20)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see **"ATTACHMENT 1 – CONSENT AGENDA ITEMS"** for a listing of all Consent Agenda Items.)*

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Tax Exemption Request, Epic Sports. (District III)

   RECOMMENDED ACTION: Close the public hearing, and approve first reading of the ordinance granting Epic Sports, Inc. a 100% tax exemption on the identified real property improvements for a five year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

2. Resolution Considering the Establishment of a Redevelopment District, Tax Increment Financing. (District III)

   RECOMMENDED ACTION: Adopt the resolution providing notice of consideration for the establishment of the Southfork Redevelopment District and setting a public hearing for April 10, 2012.

3. Public Hearing on Proposed Assessments for six(6) paving; eight (8) Water Projects; six (6) Sewer Projects, and three (3) Storm Sewer Projects in the July Bond Sale Series 810. (Districts II, III, IV, V, and VI)

   RECOMMENDED ACTION: Close the Public Hearing and approve the proposed assessments.

4. Charter Ordinance Amending Charter Ordinance Nos. 122, 204 and 175 pertaining to Expungements.

   RECOMMENDED ACTION: Approve first reading of the charter ordinance and authorize the necessary signatures.

5. Amendment to Section 2 of Charter Ordinance No. 164 relating to the authorized Disposition of Cases by Municipal Court Judge.

   RECOMMENDED ACTION: Approve first reading of the charter ordinance and authorize the necessary signatures.

6. Petition to Upgrade the existing Street Lights from an Overhead Power Source to a Subsurface Power Source in the 1400 Block of Willow Lane. (District I)

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

7. Adoption of the 2011 – 2020 Capital Improvement Program (CIP).

   RECOMMENDED ACTION: Adopt the 2011 – 2020 Capital Improvement Program with the recommended project adjustments.

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

8. Public Hearing: Repair or Removal of Dangerous and Unsafe Structures. (Districts I and VI)

Property Address	Council District
a. 1210 North Poplar	I
b. 1621 North Volutsia	I
c. 1547 North Santa Fe	VI

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of May 6, 2012; (2) the structure has been secured as of May 6, 2012 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of May 6, 2012, as will be so maintained during renovation.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

1. ZON2011-00045 – City zone change from SF-5 Single-family Residential ("SF-5") to TF-3 Two-family Residential ("TF-3") generally located south of West St. Louis Avenue and west of North Sheridan Avenue, 3417 West St. Louis St. (District VI)

   RECOMMENDED ACTION: 1. Adopt the findings of the MAPC and approve the zone change subject to replatting and the dedication of 30-feet of Right-of-Way for Joann Street and authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required); 2. Deny the application; 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.)

HOUSING AGENDA

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

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. City Manager and Municipal Court Judge Compensation.

   RECOMMENDED ACTION: Approve a general pay adjustment of 2.5% for 2012, retroactive to December 14, 2011for the City Manager and all of the Municipal Court Judges.

2. A Resolution of the Governing Body of the City of Wichita pertaining to State Transportation Funding.

   RECOMMENDED ACTION: Adopt the Resolution.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS I THROUGH 20)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated March 5, 2012.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2012	(Consumption on Premises)
John M Wright	Braeburn Golf Course@WSU**	4201 East 21st Street
Eugene J Vitarelli	Sierra Hills Golf Club**	13420 East Pawnee

Renewal	2012	(Consumption off Premises)
Martha A Vasquez	Super Del Centro***	2425 South Hillside Ste 300
Jose O Vasquez	ElSuper Del Centro***	1770 North Broadway
Anita Haeri	Valero #1***	851 South Meridian
Huong Nguyen	Lucky Market***	7100 East Harry

   **General/Restaurant 50% or more gross revenue from sale of food.
   ***Consumption/Retailer grocery stores, convenience stores etc.

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

3. Preliminary Estimates: (See Attached)

   RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.
   a. Community Events – Step Up for SIDS. (District I)

   RECOMMENDED ACTION: 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; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

5. Agreements/Contracts:
   a. Renewal of Air Quality Program Grants.
   b. Amendment of Air Quality Program Grants.

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

6. Property Acquisitions:
   a. Partial Acquisition of 10525 West 21st Street North for the 21st Street North and Maize Intersection Improvement Project. (District V)
   b. Partial Acquisition of Vacant Land in the 4300 Block of North Seneca for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District VI)
   c. Acquisition of Property at North Bayshore Drive and I-235 for the I-235 Floodway Crossing/13th Street Interchange Project. (Districts V and VI)
   d. Acquisition of 3558 South Broadway for the improvement of the Bridge on Broadway near 34th Street South. (District III)
   e. Acquisition of 3639 South Topeka for the Improvement of the Bridge on Broadway near 34th Street South. (District III)
   f. Partial Acquisition of 12610 West Central Avenue for the Central: 119th to 135th Street Road Improvement Project. (District V)

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

7. Minutes of Advisory Boards/Commissions

   Wichita Public Library, January 17, 2012
   Stormwater Advisory Board, February 3, 2012
   Deferred Compensation Board of Trustees, November 17, 2011

   RECOMMENDED ACTION: Receive and file.

8. Report on Claims for January, 2012.

   RECOMMENDED ACTION: Receive and file.

9. Nuisance Abatement Assessments.

   RECOMMENDED ACTION: Approve the proposed assessment and place the ordinance on first reading.

10. 2012 Enforcing Underage Drinking Laws (EUDL) Grant.

    RECOMMENDED ACTION: Approve the application and award and authorize the appropriate signatures.

11. Amendment to Banking Services Agreement.

    RECOMMENDED ACTION: Approve the Agreement amendment for banking services and authorize the Mayor to sign.

12. Amendment of the Joint County Resolution and City of Wichita Ordinance.

    RECOMMENDED ACTION: Approve the Joint Resolution and City of Wichita Ordinance amendment between the City of Wichita and Sedgwick County Board of Commissioners and authorize the necessary signatures.

13. Sale of City Property at 3333 North Ohio. (District VI)

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

14. 2012 Special Liquor Tax Contract Renewals.

RECOMMENDED ACTION: Approve contract renewals for the five providers listed above for grant renewal through calendar year 2012, with authorization of necessary signatures.

15. Bikes Belong Green Lane Project Application.

RECOMMENDED ACTION: Approve the submission of an application for the Bikes Belong Green Lane Project and authorize the Mayor to submit a letter of support.

16. A request for permission to submit a Historic Preservation Grant proposal to the State Historic Preservation Office to fund a Wichita Commercial and Industrial Resources 1870-1963 Multiple Property Document.

RECOMMENDED ACTION: Approve submission of the grant proposal and authorize the City Manager to sign the agreement.

17. Second Reading Ordinances: (First Read February 14, 2012)

List of Second Reading Ordinances

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

18. *ZON2011-00042 – City zone change from TF-3 Two-Family Residential (“TF-3”) to GC General Commercial (“GC”) with Protective Overlay (“PO”) #265, generally located on the northeast corner of 13th Street North and Poplar Avenue. (District I)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

19. *ZON2011-00044 – City zone change from TF-3 Two-Family Residential ("TF-3") to B Multi-Family Residential ("B") with Protective Overlay ("PO") #266, generally located east of Meridian Avenue and southeast of the intersection of Douglas Avenue and St. Clair Avenue. (District IV)

    RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

II. CONSENT HOUSING AGENDA ITEMS

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

Fern Griffith, Housing Member is also seated with the City Council.

20. *Veterans Affairs Supportive Housing Grant Application.

    RECOMMENDED ACTION: Authorize submission of an application for 25 Housing Choice Vouchers for rental assistance for homeless veterans, and authorize the necessary signatures.

II. CONSENT AIRPORT AGENDA ITEMS

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

None

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (Epic Sports) (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the Ordinance on first reading.

Background: Epic Sports is an internet and catalog business that warehouses, sells and distributes a complete line of sports equipment for baseball, softball, basketball, cheer, football, lacrosse, playground gear, soccer, swimming and volleyball from its facilities located in Wichita. Equipment includes uniforms, balls, shoes, bags, trophies, bleachers, safety equipment, gifts, field gear, nets, gym lockers, warm-ups, training gear and coaching apparel and equipment.

After submitting a letter of intent to the City, Epic Sports is now requesting approval of an Economic Development Tax Exemption ("EDX") for the acquisition, remodel and equipping of a new facility in conjunction with an expansion project.

Analysis: Epic Sports was founded in 1998 as a sports equipment fulfillment center and currently has its headquarters in Wichita. Over 99% of its sales are outside the State of Kansas. Currently, Epic Sports occupies approximately 85,000 square feet of office and warehouse space in two locations. The current warehouse space is at capacity and the company needs additional space to accommodate its growth. The expansion plan includes distribution of additional brands and products, stocking additional merchandise, adding additional services and markets and increasing manufacturing. Epic Sports intends to add a trophy design, sales and assembly division and add to its IT software research and development and marketing division.

Epic Sports intends to acquire the former Coca-Cola bottling facility located at 3001 E. Harry. This will consolidate all of its facilities into one location and almost double its square feet. The cost of acquisition and renovation of the building and new equipment purchases over the next five years is approximately $2,425,000. The expansion project will retain 41 jobs and add 26 more over the next five years at an average annual salary of $44,477. Epic Sports has considered consolidating its functions to facilities in Hutchinson and Oklahoma City.

Based upon capital investment and job creation/retention, Epic Sports qualifies for a 100%, five-plus-five year tax exemption under the City's economic development incentive policy. The policy generally requires existing buildings to be vacant for at least three years prior to receiving a tax exemption. The former Coca-Cola building has been vacant for over two-and-a-half years and will have been vacant for over three years before it is put back into service by Epic Sports.

Financial Considerations: Based on the 2011 mill levy, the estimated taxable value of exempted property for the first full year is approximately $42,186. The value of the 100% real property tax exemption as applicable to taxing jurisdictions is:

City	$11,347	State	$ 526
County	$10,319	USD 259	$19,994

Wichita State University's Center for Economic Development and Business Research performed a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita General Fund	1.42 to one
Sedgwick County	1.29 to one
USD 259	1.00 to one
State of Kansas	31.75 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 Law Department has approved the attached Ordinance and Economic Development Incentive Agreement as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing, and approve first reading of the ordinance granting Epic Sports, Inc. a 100% tax exemption on the identified real property improvements for a five year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

Attachments: Ordinance, Economic Development Incentive Agreement

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Agreement") is made and entered into on this ____ day of March, 2012, by and between the City of Wichita, Kansas, hereinafter referred to as the "City," and Epic Sports, Inc. hereinafter referred to as the "Company."

WHEREAS, the Company currently operates a warehousing and distribution facility in Wichita, Kansas, and, as will complete an acquisition, renovation and equipping of an existing building facility; and

WHEREAS, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

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

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:

   A. Between March 15, 2012 and December 1, 2012, the Company will have acquired and begun renovation and equipping of an existing facility, located at 3001 E. Harry, Wichita, Kansas, at a cost of $2,425,000, to be used exclusively for the purposes of warehousing and distributing articles of commerce;

   B. Maintain, throughout the period from the date of this Agreement to March 1, 2017, employment of not less than forty one (41) employees at the new facility;

C. On or prior to March 1, 2017, the Company will add an additional twenty-six (26) new jobs at the new facility, and thereafter, maintain employment of not less than sixty-seven (67) employees at the new facility, through at least December 31, 2022;

D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 326;

E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;

F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;

G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;

H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,

I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

2. **EFFECT OF COMPANY'S BREACH; REMEDIES**. The Company acknowledges that in the event of its noncompliance with any of its obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.

3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the acquisition, renovation and equipping of a building by the Company pursuant to Section 1.A., above, shall be entitled to an 100% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2013, and provided proper application is made therefor. It is the City's further intention that the building expansion shall be entitled to a 100% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2018 to December 31, 2022, subject to the approval, in 2017, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Court of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*

4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2022.

5. **INCORPORATION OF APPENDIX**. Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.

6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms

contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development
Attn: Economic Development Administrator
455 North Main, 13th Floor
Wichita, Kansas 67202

and

Department of Law
Attn: City Attorney
455 North Main, 13th Floor
Wichita, Kansas 67202

Company: Epic Sports, Inc.
Attn: _____
_____
_____

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

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

CITY OF WICHITA, KANSAS

ATTEST:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

EPIC SPORTS, INC.

APPROVED AS TO FORM:

_____
Name: _____
Title: _____

_____
Gary Rebenstorf
Director of Law

APPENDIX A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

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

D. Exempted from these requirements are:

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

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

OCA 028001

FIRST PUBLISHED IN THE WICHITA EAGLE ON MARCH 23, 2012

ORDINANCE NO. 49-216

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF EPIC SPORTS, INC., SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, Epic Sports, Inc., requests an ad valorem tax exemption on a proposed expansion project of 100% for a five-plus-five year term on the acquisition and renovation of an existing building and certain pieces of equipment; and

WHEREAS, Epic Sports, Inc. has operated within the City for more than thirteen years as a warehousing and distribution company; and

WHEREAS, Epic Sports, Inc., proposes a $2,425,000 expansion by the acquisition, renovation and equipping of a building located at 3001 E. Harry in south Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by Epic Sports, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on March 6, 2012; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. Epic Sports, Inc. is an existing business located in Wichita, Kansas, and intends to expand its business by acquisition, renovation and equipping of an existing building.

2. The acquisition, renovation and equipping for which exemption is given occurred after March 1, 2012. No exemption will be given for acquisition, renovation and equipping which occurred before that date.

3. Such acquisition, renovation and equipping is to be used exclusively for warehousing and distribution of articles of commerce.

4. By such expansion, Epic Sports, Inc. will retain 41 employees and create new employment for 26 employees within five years after the start of the project.

5. Tax exemption will be given only for the acquisition, renovation and equipping of an existing building.

6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.

7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

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

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by Epic Sports, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for warehousing and distribution of articles of commerce.

2. Epic Sports, Inc. is hereby granted an ad valorem tax exemption of 100% for a five-year term on the acquisition, renovation and equipping of an existing building and 100% for a second five years, subject to approval by the then current governing body, located within the Wichita City limits at 3001 E. Harry in south Wichita, at an estimated cost of $2,425,000. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and Epic Sports, Inc. may be required to repay amounts previously abated), in the event of any failure by Epic Sports, Inc., to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.

3. The Economic Development Incentive Agreement between the City of Wichita and Epic Sports, Inc. is hereby approved.

4. The Office of Urban Development shall be responsible for monitoring the performance of Epic Sports, Inc. and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in Epic Sports Inc.’s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated January 11, 2012 and as stated in Epic Sports Inc.’s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that Epic Sports, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which Epic Sports, Inc. has executed with the City.

7. The City Council may, at its discretion, require Epic Sports, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which Epic Sports, Inc. has executed with the City.

8. Upon finding that Epic Sports, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on Epic Sports, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this 20th day of March , 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

028001

_____PUBLISHED IN THE WICHITA EAGLE ON _____

NOTICE OF PUBLIC HEARING FOR GRANTING AN AD VALOREM TAX EXEMPTION FOR ECONOMIC DEVELOPMENT PURPOSES BY THE CITY OF WICHITA

Public notice is hereby given that the governing body of the City of Wichita, Kansas will conduct a public hearing in connection with the granting by the City of Wichita, Kansas of a tax exemption for Economic Development purposes to Epic Sports, Inc. Such hearing will be held on March 6, 2012, at 9:00 a.m., or as soon thereafter as possible, in the Council Chambers at City Hall, 455 North Main, Wichita, Kansas 67202.

Said tax exemption is proposed to be granted by the City for the acquisition, renovation and equipping of a building located at 3001 E. Harry, Wichita, Kansas under the authority of Article 11, Section 13, of the Kansas Constitution. Epic Sports, Inc. is currently located at 400 S. Emporia in downtown Wichita. The governing body of the City will not adopt an Ordinance authorizing the exemption of ad valorem taxes until said public hearing has been concluded.

A copy of this notice, together with a copy of the proposed Ordinance for the governing body of the City to grant such ad valorem tax exemption is on file in the office of the City Clerk and is available for public inspection during normal business hours. In the event that said tax exemption is not ultimately put into effect for any reason, the City of Wichita, Kansas, shall not be deemed to have assumed or incurred any liability or obligation to Epic Sports, Inc., or any other party by virtue of the above mentioned Ordinance or by virtue of any proceedings or actions taken in connection therewith.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place specified. If, for any reason, the matter is continued from the time and place specified in this notice, said matter shall be heard at the time and date established by the City Council at the time set for the hearing as specified in this notice.

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Resolution Considering the Establishment of a Redevelopment District (Tax Increment Financing) (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Adopt the resolution setting a public hearing for April 10, 2012.

Background: On December 6, 2011, the City Council held a public hearing on the establishment of the Southfork Redevelopment District for the purpose of providing tax increment financing (TIF) to fund eligible site improvements related to the development of the area near the intersection of 47th Street South and I-35 and an adjacent 22 acres at Broadway and Custy.

On February 7, 2012, the City Council rescinded the ordinance establishing the TIF district in response to a letter from the Sedgwick County Clerk, on behalf of the Board of Commissioners of Sedgwick County, finding that the District would have an adverse effect on Sedgwick County. The Board of County Commissioners raised concerns that not all of the development property would be removed from the 100-year flood plain and no process was identified for limiting the amount of or redistribution of excess TIF revenue.

Since then, the City and Developer have worked to address the issues raised by the County, which has resulted in a plan to raise the development property above the 100-year flood plain and sets a not to exceed amount of $16,500,000 for TIF revenues used to pay for eligible costs. In order to establish the Southfork Redevelopment District, the City Council must first pass a resolution setting a new public hearing for consideration of the matter. At this time, the City Council is being asked to adopt a resolution setting the public hearing for April 10, 2012 to consider establishing the TIF district.

Analysis: The area proposed for redevelopment is shown on Exhibit 'A' to the attached resolution. The majority of the area is southwest of 47th and I-135, between I-135and the Riverside Drainage Canal, also known as the Big Slough. In addition, the developer is in the process of acquiring an adjacent 6 acres west of the Big Slough. This is an area that qualifies as a "blighted area" under the state TIF statutes, because a majority of the land within the proposed TIF district is within a 100-year flood plain.

Southfork Investment LLC, an investment group led by Jay Maxwell, has purchased approximately 50 acres of land near the intersection of 47th Street South and I-135 and owns or has options on an adjacent 22 acres at Broadway and Custy. The developer has worked closely with the City and the State for the improvements to the I-135 and 47th Street South interchange. The developer has requested assistance from the City of Wichita in the redevelopment of property, through the use of TIF. The developer is proposing to pay for a portion of improvements to the box culvert under the Kansas Turnpike and perform additional work to remove the property and several residences in the area from the 100 year flood plain. The developer plans to create a mixed use development of over 1,000,000 square feet of retail, hotel, restaurants and office space on the initial 50 acres, as well as a medical complex on the 22 acres west of the Big Slough. Tax increment financing would be used to pay for eligible redevelopment costs, on a pay-as-you-go basis, for site improvements that are secured with special assessments.

Tax increment financing allows the increased tax revenue resulting from the redevelopment of property to be used to pay for eligible costs in the redevelopment project, including land acquisition, site preparation and infrastructure. Once a TIF district is established and a redevelopment project plan is adopted by the City Council, the increment of increased tax revenue is set aside by the County Treasurer, to be used by the City to repay bonds issued to finance certain improvements that are specified in the redevelopment project plan. The TIF statute also allows for projects to be financed on a pay-as-you-go basis, to reimburse the developer for eligible costs as TIF funds are received. After all the eligible costs have been paid, all remaining tax revenue will be distributed annually to the City, County, School District and other applicable taxing jurisdictions.

The City has included additional language in the District Plan to address the concerns raised by the County Commission. A District Plan outlines the general plan of development for the redevelopment district and establishes any limitations to actions within the district and uses of TIF funds. The Southfork District Plan now calls the project plans and development agreements for each phase to require all property within the project area to be raised above the 100-year flood plain, excluding drainage structures. Additionally, any TIF revenues not used to reimburse for current or past special assessments or pay debt service on any TIF bonds each year will be returned to the County Treasurer for redistribution.

The first step in establishing the tax increment district is the adoption of a resolution which states that the City Council is considering the establishment of the TIF district and sets the date for a public hearing on the matter. The earliest date a public hearing may be held for this project is April 10, 2012. After closing the public hearing, the City Council may adopt an ordinance establishing the redevelopment district. The final step in the approval process involves the adoption of a detailed project plan and approval of a development agreement by City Council.

The initiating resolution now before the Council for adoption directs the City Clerk to publish the resolution in the City's official newspaper and to mail copies, by certified mail, to the owners and occupants of all property located within the district and to the Board of County Commissioners and Board of Education. The resolution also includes a map of the proposed district and a proposed district plan identifying potential redevelopment project areas and a general description of buildings and facilities to be constructed or improved.

District Plan: The overall plan for redeveloping the Southfork Redevelopment District is set forth in the District Plan which is attached as Exhibit C to the attached Resolution. The plan calls for development of the district in multiple phases, with each phase having a separate project area and project plan which must be adopted by the City Council by a 2/3 majority vote. The land uses for the overall project include retail, restaurant, hotel, healthcare and office developments. The plan will require that each development phase raise the property within the development area out of the 100-year flood plain. The plan also limits the amount of TIF revenues used to pay for eligible costs to not exceed $16,500,000, including bond interest.

Pay-as-you-go TIF and Special Assessments: Southfork Investment LLC proposes to combine pay-as-you-go TIF with special assessment financing to finance those redevelopment costs that are eligible for both forms of financing. TIF-eligible improvements will be financed with general obligation special assessment bonds, following all standard procedures including petitions and deposits of letters of credit pursuant to administrative regulations. When the improvements are completed for each phase, the City will issue SA bonds and file assessments against the property in the TIF district, which will place a tax lien on the property. Pay-as-you-go TIF revenue will be used to reimburse the developer on an annual basis with proof of payment of the specials. The developer will be responsible for paying the specials each year, regardless of whether the TIF generates enough revenue. The City is also left in the first position for reimbursement if the owner does not pay the taxes and the property is sold in tax foreclosure.

Financial Considerations: The cost of mailing the Resolution to all owners and occupants of property located within the proposed district will be charged to the Economic Development Fund and will be ultimately financed with TIF revenues.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. Redevelopment of blighted areas, distressed and declining areas, are needed to avoid economic stagnation.

Legal Considerations: State law allows cities to establish redevelopment districts in areas that are considered blighted areas based on findings that a majority of the land is within a 100 year flood plain. Such findings shall be set forth in the ordinance presented to the City Council for adoption following the public hearing on April 10, 2012. During a 30-day period following the public hearing, the Sedgwick County Board of County Commissioners and the USD 259 Board of Education will have the right to veto the establishment of the redevelopment district.

Recommendations/Actions: It is recommended that the City Council adopt the resolution providing notice of consideration for the establishment of the Southfork Redevelopment District and setting a public hearing for April 10, 2012.

Attachments: Resolution and Exhibits

Resolution No. 12-049

A RESOLUTION
STATING THE CITY OF WICHITA IS CONSIDERING THE
ESTABLISHMENT OF A REDEVELOPMENT DISTRICT
FOR THE SOUTHFORK REDEVELOPMENT DISTRICT
UNDER AUTHORITY OF K.S.A. 12-1770 ET SEQ.

WHEREAS, the provisions of K.S.A. 12-1770, et seq., as amended, set forth the procedure for the establishment of a redevelopment district for certain purposes in eligible areas; and

WHEREAS, the City of Wichita (the "City") is considering the establishment of a redevelopment district in a blighted area to be known as the "Southfork Redevelopment District" to promote the general and economic welfare of the City;

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

Section 1. That the City is considering the establishment of a redevelopment district to be known as the Southfork Redevelopment District.

Section 2. That the City will hold a public hearing to consider the establishment of such redevelopment district on April 10, 2012 at 9:30 a.m., or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas.

Section 3. That a legal description of the proposed Southfork Redevelopment District is set forth in **Exhibit A** attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the proposed Southfork Redevelopment District is attached hereto as **Exhibit B** and incorporated herein by reference

Section 4. That the redevelopment district plan identifying proposed redevelopment project areas along with a general description of the buildings, facilities, and improvements that are proposed to be constructed or improved in the redevelopment district is attached hereto as **Exhibit C** and incorporated herein by reference.

Section 5. That a description and map of the proposed redevelopment district shall be available for inspection by the public in the City Clerk's Office, City Hall, 13th Floor, 455 North Main Street, Wichita, Kansas, from 8:00 a.m. until 5:00 p.m., Monday through Friday, from the 6th of March, 2012 until April 10, 2012.

Section 6. That the Governing Body will consider making findings necessary for the establishment of a redevelopment district at the public hearing set to be heard herein.

Section 7. That a copy of this resolution shall be delivered to the Sedgwick County Board of County Commissioners, and to the Board of Education of Unified School District No. 259. Copies of this resolution shall also be mailed by certified mail, return receipt requested, to each owner and occupant of land within the proposed redevelopment district not more than ten (10) days following the date of the adoption of this resolution.

Section 8. That this resolution shall be published once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing. A sketch clearly delineating the proposed redevelopment district in sufficient detail to advise the reader of the particular land proposed to be included within the redevelopment district shall be published with the resolution.

PASSED AND APPROVED by the Governing Body of the City of Wichita, Kansas, this 6th day of March, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

A tract of land being located in Sections 21 and 28, Township 28 South, Range 1 East, of the 6th Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 21; thence S89°31'13"E, on an assumed bearing for a distance of 1626.43 feet to the point of intersection with the East line of the Riverside Drainage District Easement as recorded in Deed Book 432 at Page 162; thence S6°12’07”E along the East line of said Riverside Drainage District Easement for a distance of 156.28 feet to the Point of Beginning, said point being 155.50 feet South of the North line of the NW ¼; thence N89°31’13”E parallel with the North line of said NW ¼ for a distance of 653.73 feet to a point; thence S19°28’47”E for a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way as described in the deed, Book 1351, Page 253; thence S6°26’53”E for a distance of 129.68 feet; thence S19°28’47”E, for a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in Condemnation Case A-55279; thence along said Kansas Turnpike Authority right-of-way line S8°42’58”W for a distance of 579.10 feet to a point on the South line of the NE ¼ of Section 21, Township 28 South, Range 1 East; thence S88°50’51”W along the South line of said NE ¼ for a distance of 176.00 feet to the Southwest corner of said NE ¼; thence S88°50’53”W along the South line of the NW ¼ of Section 21, Township 28 South, Range 1 East for a distance of 792.71 feet to a point on the East line of the Riverside Drainage Easement as recorded in Deed Book 432 at Page 162; thence South on the East right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South line of said Section 21; thence continuing Southeasterly on the East right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East line of the Northwest Quarter Section of said Section 28; thence continuing Southeasterly on the East right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East right-of-way line of the Kansas Turnpike Authority; thence South on the East right-of-way line of said Kansas Turnpike Authority to a point of intersection with the West right-of-way line of said Riverside Drainage Canal Easement; thence Northwesterly on said West right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East line the Northwest Quarter Section of said Section 28; thence Northwesterly on said West right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South line of said Section 21; thence North on said West right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South right-of-way line of Custy Street; thence West on the said South line of Custy Street to the East right-of-way line of U.S. 81 (Broadway); thence South on the East right-of-way line of U.S.81 to a point of intersection with the South line of Colonial Heights, Wichita, Sedgwick County, Kansas; thence West at a perpendicular angle to a point of intersection with the West right-of-way line of said U.S.81; thence North on the West right-of-way line of said U.S.81 to a point of intersection with the southerly most North line extended of Kmart

Plaza South, an Addition to Wichita, Sedgwick County, Kansas; thence East on the southerly most North line extended of said Kmart Plaza South to a point of intersection with the East right-of-way line of said U.S. 81; thence South on said East right-of-way line of U.S. 81 to a point of intersection with the South line of Florence Addition to Wichita, Sedgwick County, Kansas extended; thence East on the South line of Florence Addition extended to the Southwest corner of said Florence Addition; thence East on said South line of said Florence Addition to the Southeast corner of said Florence Addition, said Southeast corner also being a Southwest corner of Southglen 3rd Addition, Wichita, Sedgwick County, Kansas; thence East on a South line of said Southglen 3rd Addition extended to a point of intersection with the East right-of-way of said Riverside Drainage Canal Easement; thence North on said East right-of-way of said Riverside Drainage Canal Easement to the Point of Beginning.

Proposed Southfork Redevelopment District

City of Wichita, Kansas

Proposed Southfork Redevelopment District

Property Parcels Outside District

Property Parcels Inside District

Software: ArcGIS 9.3.1
Hardware: Dell Xeon
Printer: HP 5000 Plotter

Map Data Source
Property Parcels
provided by
Sedgwick County GIS.

Road Centerlines
provided by
City of Wichita

EXHIBIT C

DISTRICT PLAN FOR THE REDEVELOPMENT OF THE SOUTHFORK REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

March 6, 2012

SECTION 1: PURPOSE

A district plan is required for inclusion in the establishment of a redevelopment district under K.S.A. 12-1771. The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describes in a general manner the buildings, facilities and improvements to be constructed or improved.

SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME

Projects financed through tax increment financing typically involve the creation of an "increment" in real estate property tax income. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes flow to the City to fund projects in the redevelopment district, and the remaining portion flows to all remaining taxing jurisdictions. The portion of property taxes flowing to the City is determined by the increase in the assessed value of the properties within the redevelopment district as a result of the new development occurring within the same area. When the current aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value from new development, increment income is generated. Public improvements within the district and other qualified expenditures are funded by the City and repaid over a specified period of time with this increment income. The property taxes attributable to the assessed value existing prior to redevelopment, the "original valuation," continue to flow to all taxing jurisdictions just as they did prior to redevelopment. This condition continues for the duration of the established district, as defined by statute, or until all eligible project costs are funded, whichever is of shorter duration.

SECTION 3: DESCRIPTION OF THE DISTRICT BOUNDARIES

The property within the proposed district is generally located southwest of the intersection of 47th Street South and I-135; it includes approximately 50 acres bounded between I-135 and a drainage canal and approximately 22 acres bounded by Broadway on the west and the drainage canal on the east, in Wichita, Sedgwick County, Kansas; and including all street rights of way within such described areas. The legal description of the proposed district is attached hereto and incorporated herein as Exhibit A.

SECTION 4: BUILDINGS AND FACILITIES

The proposed district is located within the South Wichita/Haysville Area Plan. The Plan identifies and recommends a variety of land uses and infrastructure improvements to influence and guide the redevelopment of the area that is expected as a result of the infrastructure improvements to the I-135/47th Street interchange.

The proposed redevelopment district is an area that meets the criteria for designation as a "blighted area" as defined by state law governing the establishment and financing of redevelopment districts. Property within a blighted area is legally eligible for establishment of a redevelopment district.
Under the state statutes (K.S.A. 12-1770, et. seq.) an "eligible area" for tax increment financing may include any area defined as a blighted area. The statutory definition of "blighted area" includes any area in which a majority of the property lies within the 100-year floodplain (KSA 12-1770(c)(3)). It has been determined that the majority of the proposed Project Area property lies within the 100-year floodplain following an engineer's review of the flood plain map.

SECTION 5: REDEVELOPMENT AND PROJECT AREAS

It is anticipated that all property within district will be redeveloped in multiple phases and each phase will be designated as a separate "project area" under a separate project plan, which must be adopted by the City Council by a 2/3 majority vote for each phase before the expenditure of any tax increment financing funds. The Phasing of the project areas is notionally depicted in Exhibit B attached hereto. The plans for redevelopment of the district generally call for development of all 72 acres into a mixed use development of approximately 4 outparcels along 47th street, approximately 1,000,000 square feet of retail space, a hotel and office space on the east side of the development and a medical park on the west 22 acres portion of the development. The project plans and development agreements for each phase shall require that all property in the project areas, excluding drainage structures, easements and reserves, will be raised above the 100-year flood plain.

Tax increment financing will be used on a pay-as-you-go basis to reimburse the cost of site preparation, as well as on public infrastructure improvements, such as streetscape, public parking, utility extensions, landscaping, and public plazas. Tax increment financing may not be used to pay for construction of any buildings owned by or leased to a private, nongovernmental entity. TIF revenues used to pay for eligible costs shall not exceed $16,500,000 including interest on city bonds. Any tax increment revenue not needed to pay such costs, including reimbursement of past special assessments paid for such improvements, shall be used to retire outstanding bond debt in order to accelerate termination of the Redevelopment District.

SECTION 6: CONCLUSION

After the establishment of the redevelopment district, any redevelopment projects to be funded with tax increment financing will be presented to the Governing Body for approval through the adoption of Redevelopment Project Plans. Each Project Plan will identify the specific project area located within the established tax increment financing district and will include detailed descriptions of the projects as well as a financial feasibility study showing that the economic benefits out-weigh the costs. Each Project Plan must be reviewed by the Metropolitan Planning Commission and submitted to a public hearing following further notification of property owners and occupants, before it can be adopted by a two-thirds majority vote of the Governing Body. Only then can tax increment income be spent on the redevelopment projects.

EXHIBIT 1
SOUTHFORK TIF LEGAL DESCRIPTION

A tract of land being located in Sections 21 and 28, Township 28 South, Range 1 East, of the 6th Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 21; thence S89°31'13"E, on an assumed bearing for a distance of 1626.43 feet to the point of intersection with the East line of the Riverside Drainage District Easement as recorded in Deed Book 432 at Page 162; thence S6°12’07”E along the East line of said Riverside Drainage District Easement for a distance of 156.28 feet to the Point of Beginning, said point being 155.50 feet South of the North line of the NW ¼; thence N89°31’13”E parallel with the North line of said NW ¼ for a distance of 653.73 feet to a point; thence S19°28’47”E for a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way as described in the deed, Book 1351, Page 253; thence S6°26’53”E for a distance of 129.68 feet; thence S19°28’47”E, for a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in Condemnation Case A-55279; thence along said Kansas Turnpike Authority right-of-way line S8°42’58”W for a distance of 579.10 feet to a point on the South line of the NE ¼ of Section 21, Township 28 South, Range 1 East; thence S88°50’51”W along the South line of said NE ¼ for a distance of 176.00 feet to the Southwest corner of said NE ¼; thence S88°50’53”W along the South line of the NW ¼ of Section 21, Township 28 South, Range 1 East for a distance of 792.71 feet to a point on the East line of the Riverside Drainage Easement as recorded in Deed Book 432 at Page 162; thence South on the East right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South line of said Section 21; thence continuing Southeasterly on the East right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East line of the Northwest Quarter Section of said Section 28; thence continuing Southeasterly on the East right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East right-of-way line of the Kansas Turnpike Authority; thence South on the East right-of-way line of said Kansas Turnpike Authority to a point of intersection with the West right-of-way line of said Riverside Drainage Canal Easement; thence Northwesterly on said West right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East line the Northwest Quarter Section of said Section 28; thence Northwesterly on said West right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South line of said Section 21; thence North on said West right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South right-of-way line of Custy Street; thence West on the said South line of Custy Street to the East right-of-way line of U.S. 81 (Broadway); thence South on the East right-of-way line of U.S.81 to a point of intersection with the South line of Colonial Heights, Wichita, Sedgwick County, Kansas; thence West at a perpendicular angle to a point of intersection with the West right-of-way line of said U.S.81; thence North on the West right-of-way line of said U.S.81 to a point of intersection with the southerly most North line extended of Kmart Plaza South, an Addition to Wichita, Sedgwick County, Kansas; thence East on the

southerly most North line extended of said Kmart Plaza South to a point of intersection with the East right-of-way line of said U.S. 81; thence South on said East right-of-way line of U.S. 81 to a point of intersection with the South line of Florence Addition to Wichita, Sedgwick County, Kansas extended; thence East on the South line of Florence Addition extended to the Southwest corner of said Florence Addition; thence East on said South line of said Florence Addition to the Southeast corner of said Florence Addition, said Southeast corner also being a Southwest corner of Southglen 3rd Addition, Wichita, Sedgwick County, Kansas; thence East on a South line of said Southglen 3rd Addition extended to a point of intersection with the East right-of-way of said Riverside Drainage Canal Easement; thence North on said East right-of-way of said Riverside Drainage Canal Easement to the Point of Beginning.

EXHIBIT 2

MASTER SITE PLAN

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council Members

SUBJECT : Public Hearing on Proposed Assessments for six(6) paving; eight (8) Water Projects; six (6) Sewer Projects, and three (3) Storm Sewer Projects in the July Bond Sale Series 810 (Districts; II, III, IV, V, VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the proposed assessments and ordinances.

Background: The City Council was notified on January 24, 2012 and February 7, 2012 that the proposed assessment rolls were on file for public inspection in the Department of Finance.

Analysis: Notice of hearing letters were published February 3, 2012 for six (6) paving projects and February 17, 2012 for eight (8) main water lines; six (6) lateral sewer; and three (3)storm water drains in the Wichita Eagle for new additions; being not less than ten days prior to the date of hearing. All affected property owners have been notified in writing. Department of Finance and Public Works staff held an informal hearing on February 13, 2012 for the paving projects and February 27, 2012 at 11:00 a.m. for the water, sewer and storm sewer projects.

Financial Considerations: Statements of Special Assessment will be mailed to the property owners on March 23, 2012. The property owners have 30 days from the date of statement to pay their assessment and avoid paying interest. The assessments not paid during this period will be in the July 2012 Bond Sale. The interest added to the principal amount will be determined by the rate at which the bonds sell. The principal and interest will then be spread and placed on the 2012 tax roll.

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

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

Recommendation/Action: It is recommended that the City Council close the Public Hearing, approve the proposed assessments.

Attachment: Special Assessments projects list and ordinances.

HEARING ON PROPOSED ASSESSMENTS FOR PAVING, WATER, SEWER, AND STORM SEWER PROJECTS**:**

On January 24, 2012 the Council was notified that the Proposed Assessment Rolls for Paving projects had been prepared and were on file in the office of Debt Management in the Finance Department for public inspection.

On February 7, 2012 the Council was notified that the Proposed Assessment Rolls for construction of the following water, sewer and storm sewer projects had been prepared and were on file in the office of Debt Management in the Finance Department for public inspection:

PAVING PROJECTS:

a) (490-278/472-84221) improving Candlewood, and Candlewood Court (North of 37th Street North, East of Tyler), as authorized by Resolution No. 05-276, adopted May 17, 2005, and published May 21, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 20, 2011 in the amount of $374,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V

b) (490-280/472-84360) improving City View, City View Circle, and Jayson (East of 151st Street West, North of Maple), as authorized by Resolution No. 06-081, rescinded by 10-317, adopted February 14, 2006, December 7, 2010, and published February 17, 2006, December 10, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 20, 2011 in the amount of $188,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V

c) (490-276/472-84380) improving North 119th Court West (North of Central, West of 119th Street West), as authorized by Resolution No. 06-044, adopted January 24, 2006, and published January 27, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 20, 2011 in the amount of $140,700.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V

d) (490-253/472-84787) constructing a left hand turn and deceleration lane on Maize Road, and two drives off of 37th (South of 37th Street North, East of Maize), as authorized by Resolution No. 09-045, rescinded by 10-087, adopted February 24, 2009, April 6, 2010, and published February 27, 2009, April 9, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 20, 2011 in the amount of $291,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District V

e) (490-269/472-84886) improving Angel, Kessler, Kessler Court, Angel Court (North of 47th Street South, East of West Street), as authorized by Resolution No. 10-057, adopted March 9, 2010, and published March 12, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 20, 2011 in the amount of $467,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV

f) (490-270/472-84889) improving Lark (South of Kellogg, West of Maize), as authorized by Resolution No. 10-043, rescinded by 10-204, adopted March 2, 2010, July 27, 2010, and published March 5, 2010, July 30, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 20, 2011 in the amount of $55,900.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV

WATER PROJECTS:

g) (470-126/448-90076) Construction of Water Distribution System, North of 37th Street North, East of Tyler, as authorized by Resolution No. 05-269, adopted May 17, 2005, and published May 21, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $71,100 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

h) (470-130/448-90164) Construction of Water Distribution System, East of 151st Street West, North of Maple, as authorized by Resolution No. 06-074 rescinded by 10-314, adopted February 14, 2006, December 7, 2010, and published February 17, 2006, December 10, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $29,700 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

i) (470-124/448-90167) Construction of Water Distribution System, North of Central, West of 119th Street West, as authorized by Resolution No. 06-042, adopted January 24, 2006, and published January 27, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $36,100 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

j) (470-132/448-90294) Construction of Water Distribution System, North of 13th, West of 159th St. East, as authorized by Resolution No. 07-281 rescinded by 11-040, rescinded by 11-110, adopted May 1, 2007, March 22, 2011, May 10, 2011, and published May 5, 2007, March 25, 2011, May 13, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $96,400 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

k) (470-128/448-90502) Construction of Water Distribution System, North of Pawnee, West of 127th St. East, as authorized by Resolution No. 10-293, adopted November 16, 2010, and published November 19, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $34,550 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

l) (470-131/448-90509) Construction of Water Distribution System, North of 13th, West of Greenwich, as authorized by Resolution No. 11-004, adopted January 11, 2011, and published January 14, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $60,850 is to be apportioned 42% payable by the Water Utility Fund/ 58% payable by the improvement district. The cost has been assessed on a square foot basis. District II.

m) (470-133/448-90523) Construction of Water Distribution System, North of 29th St. North, West of Maize, as authorized by Resolution No. 11-089, adopted April 26, 2011, and published April 29, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $67,200 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

n) (470-118/448-90473) Construction of Water Distribution System, South of Kellogg, West of Maize, as authorized by Resolution No. 10-041, adopted March 2, 2010, and published March 5, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $20,480 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV.

SEWER PROJECTS:

o) (480-009/ 468-84010) Construction of LATERAL 22, MAIN 19, SOUTHWEST INTERCEPTOR SEWER, To Serve Avalon Park 3rd Addition, North of 37th Street North, East of Tyler, as authorized by Resolution No. 05-271, adopted May 17, 2005; published May 21, 2005. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $79,400 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

p) (480-007/ 468-84145) Construction of LATERAL 511, SOUTHWEST INTERCEPTOR SEWER, To Serve Koker Addition, North of Central, West of 119th Street West, as authorized by Resolution No. 06-043, adopted January 24, 2006; published January 27, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $57,870 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

q) (480-006/ 468-84246) Construction of LATERAL 13, MAIN 4, NORTHWEST INTERCEPTOR SEWER, To Serve Silverton Addition, North of 13th Street North, West of 135th Street West, as authorized by Resolution No. 06-549 rescinded by Res. 07-228, adopted October 17, 2006 & April 10, 2007; published October 20, 2006 & April 13, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $93,450 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

r) (480-008/ 468-84688) Construction of LATERAL 5, MAIN 2, NORTHWEST INTERCEPTOR SEWER, To Serve Pearson Commercial Addition, East of Maize, South of 29th St. North, as authorized by Resolution No. 10-195, adopted July 20, 2010; published July 23, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $50,850 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

s) (480-010/ 468-84718) Construction of LATERAL 6, MAIN 18, FOUR MILE CREEK SEWER, To Serve Casa Bella, Casa Bella Second, Casa Bella Third Additions, North of Pawnee, West of 127th St. East, as authorized by Resolution No. 10-295, adopted November 16, 2010; published November 19, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $101,750 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

t) (480-004/ 468-84671) Construction of LATERAL 24, MAIN 13, SOUTHWEST INTERCEPTOR SEWER, To Serve Steve Kelley 6th Addition, South of Kellogg, West of Maize, as authorized by Resolution No. 10-042, adopted March 2, 2010; published March 5, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 12/20/2011 in the amount of $69,750 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV.

STORM SEWER PROJECTS:

u) (485-386/468-83274) Construction of SWS No. 552, South of Pawnee, West of Oliver, as authorized by Resolution No. 01-231, adopted June 5, 2001, and published June 8, 2001. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 20, 2011, in the amount of $57,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District III

v) (485-383/468-84678) Construction of SWS No. 656, North of 29th Street North, East of Seneca, as authorized by Resolution No. 10-201, rescinded by 11-029, adopted July 27, 2010, March 1, 2011, and published July 30, 2010, March 4, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 20, 2011, in the amount of $176,950.00 is to be apportioned $255,000 payable by the improvement district, $75,000 payable by the City of Wichita Storm Water Utility. The cost has been assessed on a square foot basis. District VI

w) (485-385/468-84725) Construction of SWS No. 659, North of 13th, West of Greenwich, as authorized by Resolution No. 11-005, adopted January 11, 2011, and published January 14, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved December 20, 2011, in the amount of $87,600.00 is to be apportioned 100 % payable by the improvement district. The cost has been assessed on a square foot basis. District II

ORDINANCE # FOR PAVING PROJECTS
FOR July 2012 BOND SALE SERIES 810

Adopted Date	Pub. Date	Ord. #	Proj. No.	Eng. No.	Description
03/20/2012	03/23/2012	49-217	490-278	472-84221	Construction of pavement on Candlewood, Candlewood Court
03/20/2012	03/23/2012	49-218	490-280	472-84360	Construction of pavement on City View, City View Circle, and Jayson
03/20/2012	03/23/2012	49-219	490-276	472-84380	Construction of pavement on North 119th Court West
03/20/2012	03/23/2012	49-220	490-235	472-84787	Construction of pavement for a left hand turn and deceleration lane on Maize Road, and two drives off of 37th
03/20/2012	03/23/2012	49-221	490-269	472-84886	Construction of pavement on Angel, Angel Court, Kessler, Kessler Court
03/20/2012	03/23/2012	49-222	490-270	472-84889	Construction of pavement on Lark

ORDINANCE # FOR STORM SEWER PROJECTS
FOR July 2012 BOND SALE SERIES 810

Adopted Date	Pub. Date	Ord. #	Proj. No.	Eng. No.	Description
03/20/2012	03/23/2012	49-237	485-386	468-83274	Construction of SWS No. 552
03/20/2012	03/23/2012	49-238	485-383	468-84678	Construction of SWS No. 656
03/20/2012	03/23/2012	49-239	485-385	468-84725	Construction of SWS No. 659

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Charter Ordinance Amending Charter Ordinance Nos. 122, 204 and 175 pertaining To Expungements

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve first reading of the charter ordinance.

Background: In the last legislative session, changes were made to state laws regarding expungements of conviction and arrest records. The proposed amendments are necessary to bring the City's ordinances into compliance with State law.

Analysis: The amendments bring the City's ordinances into compliance by:

- Allowing DUI convictions to be expunged after ten years; currently, DUI offenses are not expugnable;
- Allowing Domestic Violence convictions to be expunged after three (3) years, rather than five (5) years;
- Requiring expungements to be disclosed by applicants who apply for carry/concealed permits.

Financial Considerations: None.

Goal Impact: These amendments further the goal of Safe and Secure Neighborhood.

Legal Considerations: The attached Charter Ordinance has been prepared and reviewed by the Law Department and the same has been approved as to form.

Recommendations/Actions: It is recommended that the City Council approve first reading of the charter ordinance and authorize the necessary signatures.

Attachment: Charter Ordinance.

PUBLISHED IN THE WICHITA EAGLE ON _____

DELINEATED 12/12/2011

CHARTER ORDINANCE NO _____

AN ORDINANCE AMENDING SECTION 1 OF CHARTER ORDINANCE NO. 122, SECTION 1 OF CHARTER ORDINANCE NO. 204 AND SECTION 13 OF CHARTER ORDINANCE NO. 175, RELATING TO EXPUNGEMENTS AND REPEALING THE ORIGINALS OF SECTION 1 OF CHARTER ORDINANCE NO. 122, SECTION 1 OF CHARTER ORDINANCE NO. 204 AND SECTION 13 OF CHARTER ORDINANCE NO. 175.

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

SECTION 1. Section 1 of Charter Ordinance No. 122 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"The City of Wichita, Kansas, a Council-Manager City of the first class, by the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from, and makes inapplicable to it the provisions of K.S.A. 12-4112; 12-4203; 12-4410; 12-4411; and 1988 Supp. 12-4212, 12-4213, 12-4305, ~~and~~ 12-4516 <u>and 12-4516a</u>; and amendments thereto, and provides substitute and additional provisions as hereinafter set forth in this ordinance. Such referenced provisions are either enactments or a part thereof which are applicable to this city, but are not applicable uniformly to all cities."

SECTION 2. Section 1 of Charter Ordinance No. 204 is hereby amended to read as follows:

"**Expungement.** (a) Except as provided in subsection (b, c<u>,</u> ~~and~~ d<u>, e and f</u>), any person who has been convicted of a violation of an ordinance of the

City of Wichita may petition the convicting court for the expungement of such conviction and related arrest records if three (3) or more years have elapsed since the person:

(1) satisfied the sentence imposed, or

(2) was discharged from probation, parole or a suspended sentence.

(b) Except as provided in subsections (c), ~~and~~ (d), (e) and (f) any person who has fulfilled the terms of a diversion or deferred judgment agreement based on a violation of a city ordinance of the City of Wichita may petition the court for the expungement of such diversion or deferred judgment agreement and related arrest records if three or more years have elapsed since the terms of the diversion or deferred judgment agreement were fulfilled.

(c) No person may petition for expungement until five (5) or more years have elapsed since the person satisfied the sentence imposed or the terms of a diversion or deferred judgment agreement or was discharged from probation, parole, conditional release, or a suspended sentence, if such person was convicted of any of the following:

(1) Driving while such person's privilege to operate a motor vehicle on the public highways of the State of Kansas has been suspended or revoked, as prohibited by Section 11.42.030(c) of the Code of the City of Wichita, Kansas, and amendments thereto,

(2) Failing to stop at the scene of an accident and perform the duties required by Section 11.12.010 through 11.12.050 of the Code of the City of Wichita, Kansas, and amendments thereto,

(3) Violating the provisions of Section 11.13.010 of the Code of the City of Wichita, Kansas, and amendments thereto, relating to motor vehicle liability Insurance coverage, or

~~(4) Any crime involving domestic violence, as that term is defined in of the Code of the City of Wichita, Kansas, and amendments thereto.~~

(d) There shall be no expungement of convictions or diversions for violations of Section 11.38.155 of the Code of the City of Wichita.

(e) No person may petition for expungements until ten or more years have elapsed since the person satisfied the sentence imposed or the terms of the diversion agreement or was discharged form probation or a suspended sentence if such person was convicted of a violation of Section 11.38.150 of the Code of the City of Wichita.

(f) There shall be no expungements of any conviction or any part of the offender's criminal record for any offender who is required to register as provided by The Kansas Offender Registration Act, K.S.A. 22-4001, et seq., while the offender is required to register as provided in the Kansas Offender Registration Act.

~~(d)~~ (g) When a petition for expungement is filed, the court shall set a date for a hearing and shall cause notice of such hearing to be given to the prosecuting attorney and the arresting law enforcement agency The petition shall state:

(1) the defendant's full name,

(2) the full name of the defendant at the time of arrest, conviction, or diversion, if different than the defendant's current name,

(3) the defendant's sex, race, and date of birth,

(4) the crime for which the defendant was arrested, convicted, or diverted,

(5) the date of the defendant's arrest, conviction, or diversion, and

(6) the identity of the convicting court, arresting law enforcement agency or diverting authority.

The City of Wichita Municipal Court may prescribe a fee to be charged as costs for a person petitioning for an order of expungement pursuant to this section. Any person who may have relevant information about the petitioner may testify at the hearing. The court may inquire into the background of the petitioner and shall have access to any reports or records relating to the petitioner that are on file with the Secretary of Corrections or the Kansas Parole Board.

~~(f)~~ (h) At the hearing on the petition, the court shall order the petitioner's arrest record, conviction, diversion or deferred judgment be expunged if the court finds:

(1) that the petitioner has not been convicted of a felony in the past two (2) years and no proceeding involving any crime is presently pending or be instituted against the petitioner,

(2) that the circumstances and behavior of the petitioner warrant the expungement, and

(3) that the expungement is consistent with the public welfare.

~~(g)~~ (i) When the court has ordered an arrest record, conviction diversion or deferred judgment expunged, the order of expungement shall state the information required to be contained in the petition. The clerk of the court shall send a certified copy of the order of expungement to the Kansas Bureau of Investigation, which shall notify the Federal Bureau of Investigation, the Secretary of Corrections, and any other criminal justice agency which may have a record of the arrest, conviction, diversion or deferred judgment. After the order of expungement is entered, the petitioner shall be treated as not having been arrested, convicted or diverted of the crime, except that:

(1) upon conviction for any subsequent crime, the conviction that was expunged may be considered as a prior conviction in determining the sentence to be imposed,

(2) the petitioner shall disclose that the arrest, conviction or diversion occurred if asked about previous arrests, convictions, or diversions:

(A) in any application for ~~employment~~ licensure as a private detective, ~~with a~~ private detective agency, certification as a firearms trainer ~~as defined by~~ pursuant to K.S.A. 2010 Supp. ~~75-7b01~~ 75-7b21, and amendments thereto, or employment as a

detective with a private detective agency, as defined by K.S.A. 75-7b01, and amendments thereto; as security personnel with a private patrol operator, as defined by K.S.A. 75-7b01 and amendments thereto, or with an institution as defined in K.S.A. 76-12a01 and amendments thereto, of the department of social and rehabilitation services,

(B) in any application for admission, or for an order of reinstatement to the practice of law in this state,

(C) to aid in determining the petitioner's qualifications for employment with the Kansas lottery or for work in sensitive areas within the Kansas lottery as deemed appropriate by the executive director of the Kansas lottery, ~~or~~

(D) to aid in determining the petitioner's qualifications for executive director ~~with~~ of the Kansas racing and gaming commission, for employment with the commission or for work~~. In~~ , in sensitive areas in pari-mutuel racing as deemed appropriate by the executive director of the commission, to aid in determining qualifications for licensure or renewal of licensure by the commission,

(E) to aid in determining the petitioner's qualifications for the following under the Kansas expanded lottery act:

(i) Lottery gaming facility manager or prospective manager, racetrack gaming facility manager or prospective manager; licensee or certificate holder, or

(ii) an officer, director, employee, owner, agent or contractor thereof;

(F) upon application for a commercial driver's license under K.S.A. 8-2,125 through 8-2,142, and amendments thereto,

~~(F)~~ (G) to aid in determining the petitioner's qualifications to be an employee of the state gaming agency,

~~(G)~~ (H) to aid in determining the petitioner's qualifications to be an employee of a tribal gaming commission or to hold a license issued pursuant to a tribal-state gaming compact,

~~(H)~~ (I) in any application for registration as a broker-dealer, agent, investment adviser or investment adviser representative all as defined in K.S.A. 17-~~1252~~ 12a102 and amendments thereto, ~~or~~

~~(I)~~ (J) in any application for employment as a law enforcement officer, as defined in K.S.A. 22-2202 or 74-5602, and amendments thereto~~.~~; or

(K) for applications to aid in determining the petitioner's qualifications for a license to carry a concealed weapon

pursuant to the personal and family protection act, K.S.A. 2010 Supp. 75-7c01, et seq., and amendments thereto.

(3) The Court, in the order of expungement, may specify other circumstances under which the arrest, conviction or diversion is to be disclosed, and

(4) The conviction may be disclosed in a subsequent prosecution for an offense which requires as an element of such offense a prior conviction of the type expunged;

(h) Whenever a person is convicted of an ordinance violation, pleads guilty and pays a fine for such a violation, or is placed on parole or probation or is granted a suspended sentence for such a violation, the person shall be informed of the ability to expunge the arrest records or conviction. Whenever a person enters into a diversion or deferred judgment agreement, the person shall be informed of the ability to expunge the diversion or deferred judgment;

(i) Subject to the disclosures required pursuant to subsection ~~(g)~~ (i), in any application for employment, license, or other civil right or privilege, or any appearance as a witness, a person whose arrest records, conviction, diversion or deferred judgment of an offense has been expunged under this ordinance may state that such person has never been arrested, convicted or diverted of such offense;

(A) The court shall make all expunged records and related information in the court's possession, created prior to, on or after July 1, 2011 available to the Kansas Bureau of Investigation for the purposes of:

(1) Completing a person's criminal history record information within the central repository in accordance with K.S.A. 22-4701, et seq. and amendments thereto; or

(2) Providing information or documentation to the Federal Bureau of Investigation in connection with the national instant criminal background check system, to determine a person's qualifications to possess a firearm;

(j) Whenever the record of any arrest, conviction, diversion or deferred judgment has been expunged under the provisions of this section or under the provisions of any other existing or former statute, the custodian of the records of arrest, conviction, deferred judgment and incarceration relating to that crime shall not disclose the existence of such records, except when requested by:

(1) the person whose record was expunged~~,~~;

(2) a criminal justice agency, private detective agency or a private patrol operator, and the request is accompanied by a statement that the request is being made in conjunction with an application for employment with such agency or operator by the person whose record has been expunged~~,~~;

(3) a court, upon showing of a subsequent conviction of the person whose record has been expunged~~,~~;

(4) the secretary of social and rehabilitation services, or a designee of the secretary, for the purpose of obtaining information relating

to employment in an Institution, as defined in K.S.A. 76-12a01 and amendments thereto, of the Department of Social and Rehabilitation Services of any person whose record has been expunged~~,~~;

(5) a person entitled to such information pursuant to the terms of the expungement order~~,~~;

(6) a prosecuting attorney, and such request is accompanied by a statement that the request is being made in conjunction with a prosecution of an offense that requires a prior conviction as one of the elements of such offense~~,~~;

(7) the Supreme Court, the Clerk or Disciplinary Administrator thereof, the State Board for Admission of Attorneys or the State Board for Discipline of Attorneys, and the request is accompanied by a statement that the request is being made in conjunction with an application for admission or for an order for reinstatement to the practice of law in this state by the person who record has been expunged~~,~~;

(8) The Kansas lottery, and the request is accompanied by a statement that the request is being made to aid in determining qualifications for employment with the Kansas lottery or for work in sensitive areas within the Kansas lottery as deemed appropriate by the executive director of the Kansas lottery,; ~~or~~

(9) the governor or the Kansas racing commission, or a designee of the commission, and the request is accompanied by a statement that the request is being made to aid in determining

qualifications for executive director of the commission, for employment with the commission, for work in sensitive areas in pari-mutuel racing as deemed appropriate by the executive director of the commission or for licensure, renewal of licensure or continued licensure by the commission~~,~~;

(10) the state gaming agency, and the request is accompanied by a statement that the request is being made to aid in determining qualifications;

(A) To be an employee of the state gaming agency, or

(B) to be an employee of a tribal gaming commission or to hold a license issued pursuant to a tribal-state gaming compact, or

(11) the Kansas securities commissioner, or a designee of the commissioner, and the request is accompanied by a statement that the request is being made in conjunction with an application for registration as a broker-dealer, agent, investment adviser or investment adviser representative by such agency and application was submitted by the person whose record has been expunged~~.~~;

(12) the attorney general, and the request is accompanied by a statement that the request is being made to aid in determining qualifications for a license to carry a concealed weapon pursuant to the personal and family protection act;

(13) the Kansas sentencing commission;

(14) the Kansas ~~law enforcement training~~ commission on peace officers' standards and training and the request is accompanied by a statement that the request is being made to aid in determining certification eligibility as a law enforcement officer pursuant to K.S.A. 74-5601, et seq., and amendments thereto; or

(15) a law enforcement agency and the request is accompanied by a statement that the request is being made to aid in determining eligibility for employment as a law enforcement officer as defined by K.S.A. 22-2202, and amendments thereto."

SECTION 3. Section 13 of Charter Ordinance No, 175 is hereby amended to read as follows:

"SECTION 13. Expungement of Arrest Records. (1). For purposes of this section, 'expungement' means the sealing of records such that they are unavailable except to the petitioner and criminal justice agencies as provided by K.S.A. 22-4701, et seq. and amendments thereto and except as provided in this section.

(a) Any person who has been arrested on a violation of a violation of a city ordinance may petition the court for the expungement of such arrest record.

(b) When a petition for expungement is filed, the court shall set a date for hearing on such petition and shall cause notice of such hearing

to be given to the prosecuting attorney and the arresting law enforcement agency. The petition shall state:

(1) The petitioner's full name;

(2) the full name of the petitioner at the time of arrest, if different than the petitioner's current name;

(3) the petitioner's sex, race, and date of birth;

(4) the crime for which the petitioner was arrested;

(5) the date of the petitioner's arrest, and

(6) the identity of the arresting law enforcement agency.

The municipal court may prescribe a fee to be charged as costs for a person petitioning for an order of expungement pursuant to this section.

(c) At the hearing on a petition for expungement, the court shall order the arrest record and subsequent court proceedings, if any, expunged upon finding:

(1) The arrest occurred because of mistaken identity;

(2) a court has found that there was no probable cause for the arrest;

(3) the petitioner was found not guilty in court proceedings; or

(4) the expungement would be in the best interests of justice and

(A) Charges have been dismissed; or

(B) no charges have been or are likely to be filed.

(d) When the court has ordered expungement of an arrest record and subsequent court proceedings, if any, the order shall state the information required to be stated in the petition and shall state the grounds for expungement under subsection (c). The clerk of the court shall send a certified copy of the order to the federal bureau of investigation, the Kansas bureau of investigation, the secretary of corrections, and any other criminal justice agency which may have a record of the arrest. If an order of expungement is entered, the petitioner shall be treated as not having been arrested.

(e) If the ground for expungement is as provided in subsection (c)(4), the court shall determine whether, in the interest of public welfare, the records should be available for any of the following purposes:

(1) in any application for ~~employment~~ licensure as a private detective, ~~with a~~ private detective agency, certification as a firearms trainer ~~as defined by~~ pursuant to K.S.A. ~~75-7b01~~ 75-7b21 and amendments thereto; or employment as a private detective agency, ~~as security personnel with a private patrol operator,~~ as defined by K.S.A. 75-7b01 and amendments thereto; or with an institution as defined in K.S.A. 76-12a01 and amendments thereto of the department of social and rehabilitation services;

(2) in any application for admission, or for an order of reinstatement to the practice of law in this state;

(3) to aid in determining the petitioner's qualifications for employment with the Kansas lottery or for work in sensitive areas within the Kansas lottery as deemed appropriate by the executive director of the Kansas lottery;

(4) to aid in determining the petitioner's qualifications for executive director with the Kansas racing and gaming commission, for employment with the commission or for work in sensitive areas in pari-mutuel racing as deemed appropriate by the executive director of the commission, to aid in determining qualifications for licensure or renewal of licensure by the commission;

(5) in any application for a commercial driver's license under K.S.A. 8-2,125 through 8-2,142, and amendments thereto;

(6) to aid in determining the petitioner's qualifications to be an employee of the state gaming agency;

(7) to aid in determining the petitioner's qualifications to be an employee of a tribal gaming commission or to hold a license issued pursuant to a tribal-state gaming compact; or

(8) to aid in determining the petitioner's qualifications for the following under the Kansas Expanded Lottery Act

(9) for applications to carry concealed weapon;

~~(8)~~ (10) in any other circumstances which the court deems appropriate.

(f) Subject to the disclosures required pursuant to subsection (e), in any application for employment, license, or other civil right or privilege, or any appearance as a witness, a person whose arrest records have been expunged as provided in this section may state that such person has never been arrested.

The court shall make all expunged records and related information in the court's possession, created prior to, on or after July 1, 2011 available to the Kansas Bureau of Investigation for the purposes of:

(1) Completing a person's criminal history record information within the central repository in accordance with K.S.A. 22-4701, et seq. and amendments thereto; or

(2) Providing information or documentation to the Federal Bureau of Investigation in connection with the national instant criminal background check system, to determine a person's qualifications to possess a firearm;

(g) Whenever a petitioner's arrest records have been expunged as provided in this section, the custodian of the records of arrest, incarceration due to arrest or court proceedings related to the arrest, shall

not disclose the arrest or any information related to the arrest, except as directed by the order of expungement or when requested by the person whose record was expunged."

SECTION 4. The originals of Section 1 of Charter Ordinance No. 122, Section 1 of Charter Ordinance No 204 and Section 13 of Charter Ordinance No. 175 are hereby repealed.

SECTION 5. This ordinance shall be published once a week for two consecutive weeks in the official city news paper.

SECTION 6. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members elect voting in favor thereof, this _____ day of _____, 2011.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
City Attorney

PUBLISHED IN THE WICHITA EAGLE ON MARCH 23, and MARCH 30, 2012

12/12/2011

CHARTER ORDINANCE NO. 217

AN ORDINANCE AMENDING SECTION 1 OF CHARTER ORDINANCE NO. 122, SECTION 1 OF CHARTER ORDINANCE NO. 204 AND SECTION 13 OF CHARTER ORDINANCE NO. 175, RELATING TO EXPUNGEMENTS AND REPEALING THE ORIGINALS OF SECTION 1 OF CHARTER ORDINANCE NO. 122, SECTION 1 OF CHARTER ORDINANCE NO. 204 AND SECTION 13 OF CHARTER ORDINANCE NO. 175.

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

SECTION 1. Section 1 of Charter Ordinance No. 122 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"The City of Wichita, Kansas, a Council-Manager City of the first class, by the power vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself from, and makes inapplicable to it the provisions of K.S.A. 12-4112; 12-4203; 12-4410; 12-4411; and 1988 Supp. 12-4212, 12-4213, 12-4305, 12-4516 and 12-4516a; and amendments thereto, and provides substitute and additional provisions as hereinafter set forth in this ordinance. Such referenced provisions are either enactments or a part thereof which are applicable to this city, but are not applicable uniformly to all cities."

SECTION 2. Section 1 of Charter Ordinance No. 204 is hereby amended to read as follows:

"**Expungement.** (a) Except as provided in subsection (b, c, d, e and f), any person who has been convicted of a violation of an ordinance of the City of

Wichita may petition the convicting court for the expungement of such conviction and related arrest records if three (3) or more years have elapsed since the person:

(1) satisfied the sentence imposed, or

(2) was discharged from probation, parole or a suspended sentence.

(b) Except as provided in subsections (c), (d), (e) and (f) any person who has fulfilled the terms of a diversion or deferred judgment agreement based on a violation of a city ordinance of the City of Wichita may petition the court for the expungement of such diversion or deferred judgment agreement and related arrest records if three or more years have elapsed since the terms of the diversion or deferred judgment agreement were fulfilled.

(c) No person may petition for expungement until five (5) or more years have elapsed since the person satisfied the sentence imposed or the terms of a diversion or deferred judgment agreement or was discharged from probation, parole, conditional release, or a suspended sentence, if such person was convicted of any of the following:

(1) Driving while such person's privilege to operate a motor vehicle on the public highways of the State of Kansas has been suspended or revoked, as prohibited by Section 11.42.030(c) of the Code of the City of Wichita, Kansas, and amendments thereto,

(2) Failing to stop at the scene of an accident and perform the duties required by Section 11.12.010 through 11.12.050 of the Code of the City of Wichita, Kansas, and amendments thereto,

(3) Violating the provisions of Section 11.13.010 of the Code of the City of Wichita, Kansas, and amendments thereto, relating to motor vehicle liability Insurance coverage, or

(d) There shall be no expungement of convictions or diversions for violations of Section 11.38.155 of the Code of the City of Wichita.

(e) No person may petition for expungements until ten or more years have elapsed since the person satisfied the sentence imposed or the terms of the diversion agreement or was discharged form probation or a suspended sentence if such person was convicted of a violation of Section 11.38.150 of the Code of the City of Wichita.

(f) There shall be no expungements of any conviction or any part of the offender's criminal record for any offender who is required to register as provided by The Kansas Offender Registration Act, K.S.A. 22-4001, et seq., while the offender is required to register as provided in the Kansas Offender Registration Act.

(g) When a petition for expungement is filed, the court shall set a date for a hearing and shall cause notice of such hearing to be given to the prosecuting attorney and the arresting law enforcement agency. The petition shall state:

(1) the defendant's full name,

(2) the full name of the defendant at the time of arrest, conviction, or diversion, if different than the defendant's current name,

(3) the defendant's sex, race, and date of birth,

(4) the crime for which the defendant was arrested, convicted, or diverted,

(5) the date of the defendant's arrest, conviction, or diversion, and

(6) the identity of the convicting court, arresting law enforcement agency or diverting authority.

The City of Wichita Municipal Court may prescribe a fee to be charged as costs for a person petitioning for an order of expungement pursuant to this section. Any person who may have relevant information about the petitioner may testify at the hearing. The court may inquire into the background of the petitioner and shall have access to any reports or records relating to the petitioner that are on file with the Secretary of Corrections or the Kansas Parole Board.

(h) At the hearing on the petition, the court shall order the petitioner's arrest record, conviction, diversion or deferred judgment be expunged if the court finds:

(1) that the petitioner has not been convicted of a felony in the past two (2) years and no proceeding involving any crime is presently pending or be instituted against the petitioner,

(2) that the circumstances and behavior of the petitioner warrant the expungement, and

(3) that the expungement is consistent with the public welfare.

(i) When the court has ordered an arrest record, conviction diversion or deferred judgment expunged, the order of expungement shall state the information required to be contained in the petition. The clerk of the court shall send a certified copy of the order of expungement to the Kansas Bureau of Investigation, which shall notify the Federal Bureau of Investigation, the Secretary of Corrections, and any other criminal justice agency which may have a record of the arrest, conviction, diversion or deferred judgment. After the order of expungement is entered, the petitioner shall be treated as not having been arrested, convicted or diverted of the crime, except that:

(1) upon conviction for any subsequent crime, the conviction that was expunged may be considered as a prior conviction in determining the sentence to be imposed,

(2) the petitioner shall disclose that the arrest, conviction or diversion occurred if asked about previous arrests, convictions, or diversions:

(A) in any application for licensure as a private detective, private detective agency, certification as a firearms trainer pursuant to K.S.A. 2010 Supp. 75-7b21, and amendments thereto, or employment as a detective with a private detective agency, as defined by K.S.A. 75-7b01, and amendments thereto; as security personnel with a private patrol operator, as defined by K.S.A. 75-7b01 and amendments thereto, or with an institution as

defined in K.S.A. 76-12a01 and amendments thereto, of the department of social and rehabilitation services,

(B) in any application for admission, or for an order of reinstatement to the practice of law in this state,

(C) to aid in determining the petitioner's qualifications for employment with the Kansas lottery or for work in sensitive areas within the Kansas lottery as deemed appropriate by the executive director of the Kansas lottery,

(D) to aid in determining the petitioner's qualifications for executive director of the Kansas racing and gaming commission, for employment with the commission or for work in sensitive areas in pari-mutuel racing as deemed appropriate by the executive director of the commission, to aid in determining qualifications for licensure or renewal of licensure by the commission,

(E) to aid in determining the petitioner’s qualifications for the following under the Kansas expanded lottery act:

(i) Lottery gaming facility manager or prospective manager, racetrack gaming facility manager or prospective manager; licensee or certificate holder, or

(ii) an officer, director, employee, owner, agent or contractor thereof;

(F) upon application for a commercial driver's license under K.S.A. 8-2,125 through 8-2,142, and amendments thereto,

(G) to aid in determining the petitioner's qualifications to be an employee of the state gaming agency,

(H) to aid in determining the petitioner's qualifications to be an employee of a tribal gaming commission or to hold a license issued pursuant to a tribal-state gaming compact,

(I) in any application for registration as a broker-dealer, agent, investment adviser or investment adviser representative all as defined in K.S.A. 17-12a102 and amendments thereto,

(J) in any application for employment as a law enforcement officer, as defined in K.S.A. 22-2202 or 74-5602, and amendments thereto; or

(K) for applications to aid in determining the petitioner's qualifications for a license to carry a concealed weapon pursuant to the personal and family protection act, K.S.A. 2010 Supp. 75-7c01, et seq., and amendments thereto.

(3) The Court, in the order of expungement, may specify other circumstances under which the arrest, conviction or diversion is to be disclosed, and

(4) The conviction may be disclosed in a subsequent prosecution for an offense which requires as an element of such offense a prior conviction of the type expunged;

(h) Whenever a person is convicted of an ordinance violation, pleads guilty and pays a fine for such a violation, or is placed on parole or probation or is granted a suspended sentence for such a violation, the person shall be informed of the ability to expunge the arrest records or conviction. Whenever a person enters into a diversion or deferred judgment agreement, the person shall be informed of the ability to expunge the diversion or deferred judgment;

(i) Subject to the disclosures required pursuant to subsection ~~(g)~~ (i), in any application for employment, license, or other civil right or privilege, or any appearance as a witness, a person whose arrest records, conviction, diversion or deferred judgment of an offense has been expunged under this ordinance may state that such person has never been arrested, convicted or diverted of such offense;

(A) The court shall make all expunged records and related information in the court's possession, created prior to, on or after July 1, 2011 available to the Kansas Bureau of Investigation for the purposes of:

(1) Completing a person's criminal history record information within the central repository in accordance with K.S.A. 22-4701, et seq. and amendments thereto; or

(2) Providing information or documentation to the Federal Bureau of Investigation in connection with the national instant criminal background check system, to determine a person's qualifications to possess a firearm;

(j) Whenever the record of any arrest, conviction, diversion or deferred judgment has been expunged under the provisions of this section or under the provisions of any other existing or former statute, the custodian of the records of arrest, conviction, deferred judgment and incarceration relating to that crime shall not disclose the existence of such records, except when requested by:

(1) the person whose record was expunged;

(2) a criminal justice agency, private detective agency or a private patrol operator, and the request is accompanied by a statement that the request is being made in conjunction with an application for employment with such agency or operator by the person whose record has been expunged;

(3) a court, upon showing of a subsequent conviction of the person whose record has been expunged;

(4) the secretary of social and rehabilitation services, or a designee of the secretary, for the purpose of obtaining information relating to employment in an Institution, as defined in K.S.A. 76-12a01 and amendments thereto, of the Department of Social and Rehabilitation Services of any person whose record has been expunged;

(5) a person entitled to such information pursuant to the terms of the expungement order;

(6) a prosecuting attorney, and such request is accompanied by a statement that the request is being made in conjunction with a prosecution of an offense that requires a prior conviction as one of the elements of such offense;

(7) the Supreme Court, the Clerk or Disciplinary Administrator thereof, the State Board for Admission of Attorneys or the State Board for Discipline of Attorneys, and the request is accompanied by a statement that the request is being made in conjunction with an application for admission or for an order for reinstatement to the practice of law in this state by the person who record has been expunged;

(8) The Kansas lottery, and the request is accompanied by a statement that the request is being made to aid in determining qualifications for employment with the Kansas lottery or for work in sensitive areas within the Kansas lottery as deemed appropriate by the executive director of the Kansas lottery;

(9) the governor or the Kansas racing commission, or a designee of the commission, and the request is accompanied by a statement that the request is being made to aid in determining qualifications for executive director of the commission, for employment with the commission, for work in sensitive areas in pari-mutuel racing as

deemed appropriate by the executive director of the commission or for licensure, renewal of licensure or continued licensure by the commission;

(10) the state gaming agency, and the request is accompanied by a statement that the request is being made to aid in determining qualifications;

(A) To be an employee of the state gaming agency, or

(B) to be an employee of a tribal gaming commission or to hold a license issued pursuant to a tribal-state gaming compact, or

(11) the Kansas securities commissioner, or a designee of the commissioner, and the request is accompanied by a statement that the request is being made in conjunction with an application for registration as a broker-dealer, agent, investment adviser or investment adviser representative by such agency and application was submitted by the person whose record has been expunged;

(12) the attorney general, and the request is accompanied by a statement that the request is being made to aid in determining qualifications for a license to carry a concealed weapon pursuant to the personal and family protection act;

(13) the Kansas sentencing commission;

(14) the Kansas commission on peace officers' standards and training and the request is accompanied by a statement that the request is being made to aid in determining certification eligibility as a law

enforcement officer pursuant to K.S.A. 74-5601, et seq., and amendments thereto; or

(15) a law enforcement agency and the request is accompanied by a statement that the request is being made to aid in determining eligibility for employment as a law enforcement officer as defined by K.S.A. 22-2202, and amendments thereto."

SECTION 3. Section 13 of Charter Ordinance No, 175 is hereby amended to read as follows:

"SECTION 13. Expungement of Arrest Records. (1). For purposes of this section, ‘expungement’ means the sealing of records such that they are unavailable except to the petitioner and criminal justice agencies as provided by K.S.A. 22-4701, et seq. and amendments thereto and except as provided in this section.

(a) Any person who has been arrested on a violation of a violation of a city ordinance may petition the court for the expungement of such arrest record.

(b) When a petition for expungement is filed, the court shall set a date for hearing on such petition and shall cause notice of such hearing to be given to the prosecuting attorney and the arresting law enforcement agency. The petition shall state:

(1) The petitioner's full name;

(2) the full name of the petitioner at the time of arrest, if different than the petitioner's current name;

(3) the petitioner's sex, race, and date of birth;

(4) the crime for which the petitioner was arrested;

(5) the date of the petitioner's arrest, and

(6) the identity of the arresting law enforcement agency.

The municipal court may prescribe a fee to be charged as costs for a person petitioning for an order of expungement pursuant to this section.

(c) At the hearing on a petition for expungement, the court shall order the arrest record and subsequent court proceedings, if any, expunged upon finding:

(1) The arrest occurred because of mistaken identity;

(2) a court has found that there was no probable cause for the arrest;

(3) the petitioner was found not guilty in court proceedings; or

(4) the expungement would be in the best interests of justice and

(A) Charges have been dismissed; or

(B) no charges have been or are likely to be filed.

(d) When the court has ordered expungement of an arrest record and subsequent court proceedings, if any, the order shall state the

information required to be stated in the petition and shall state the grounds for expungement under subsection (c). The clerk of the court shall send a certified copy of the order to the federal bureau of investigation, the Kansas bureau of investigation, the secretary of corrections, and any other criminal justice agency which may have a record of the arrest. If an order of expungement is entered, the petitioner shall be treated as not having been arrested.

(e) If the ground for expungement is as provided in subsection (c)(4), the court shall determine whether, in the interest of public welfare, the records should be available for any of the following purposes:

(1) in any application for licensure as a private detective, private detective agency, certification as a firearms trainer pursuant to K.S.A. 75-7b21 and amendments thereto; or employment as a private detective agency, as defined by K.S.A. 75-7b01 and amendments thereto; or with an institution as defined in K.S.A. 76-12a01 and amendments thereto of the department of social and rehabilitation services;

(2) in any application for admission, or for an order of reinstatement to the practice of law in this state;

(3) to aid in determining the petitioner's qualifications for employment with the Kansas lottery or for work in sensitive areas within the Kansas lottery as deemed appropriate by the executive director of the Kansas lottery;

(4) to aid in determining the petitioner's qualifications for executive director with the Kansas racing and gaming commission, for employment with the commission or for work in sensitive areas in pari-mutuel racing as deemed appropriate by the executive director of the commission, to aid in determining qualifications for licensure or renewal of licensure by the commission;

(5) in any application for a commercial driver's license under K.S.A. 8-2,125 through 8-2,142, and amendments thereto;

(6) to aid in determining the petitioner's qualifications to be an employee of the state gaming agency;

(7) to aid in determining the petitioner's qualifications to be an employee of a tribal gaming commission or to hold a license issued pursuant to a tribal-state gaming compact; or

(8) to aid in determining the petitioner’s qualifications for the following under the Kansas Expanded Lottery Act

(9) for applications to carry concealed weapon;

(10) in any other circumstances which the court deems appropriate.

(f) Subject to the disclosures required pursuant to subsection (e), in any application for employment, license, or other civil right or privilege, or any appearance as a witness, a person whose arrest records

have been expunged as provided in this section may state that such person has never been arrested.

The court shall make all expunged records and related information in the court's possession, created prior to, on or after July 1, 2011 available to the Kansas Bureau of Investigation for the purposes of:

(1) Completing a person's criminal history record information within the central repository in accordance with K.S.A. 22-4701, et seq. and amendments thereto; or

(2) Providing information or documentation to the Federal Bureau of Investigation in connection with the national instant criminal background check system, to determine a person's qualifications to possess a firearm;

(g) Whenever a petitioner's arrest records have been expunged as provided in this section, the custodian of the records of arrest, incarceration due to arrest or court proceedings related to the arrest, shall not disclose the arrest or any information related to the arrest, except as directed by the order of expungement or when requested by the person whose record was expunged."

SECTION 4. The originals of Section 1 of Charter Ordinance No. 122, Section 1 of Charter Ordinance No 204 and Section 13 of Charter Ordinance No. 175 are hereby repealed.

SECTION 5. This ordinance shall be published once a week for two consecutive weeks in the official city news paper.

SECTION 6. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members elect voting in favor thereof, this _____ day of _____, 2011.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
City Attorney

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Amendment to Section 2 of Charter Ordinance No. 164 Relating to the Authorized Disposition of Cases by Municipal Court Judges

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve first reading of the charter ordinance.

Background: Currently, the City's Ordinances relating to the disposition of cases by Municipal Court Judges do not address the imposition of a sentence of house arrest in lieu of jail sanctions. State law allows municipal court judges to utilize house arrest sanctions in lieu of jail sentences for individuals convicted of crimes.

House arrest allows a person who is sentenced to a jail term to spend the time at his or her home as an alternative to being physically confined to jail. Generally, defendants are monitored electronically using an electronic sensor strapped to an offender's ankle and linked by telephone lines to a central computer which emits a continuous signal. Costs for the electronic monitoring are assessed to the defendant.

Analysis: The proposed amendment brings the City's ordinance into compliance with State law and clarifies the municipal court judges' authority to sentence offenders to house arrest rather than jail time.

The amendments also provide compliance with state law requirements regarding mandatory drug and alcohol counseling programs for individuals less than twenty-one years of age who are convicted of possessing or consuming alcoholic liquor or cereal malt beverages.

Financial Considerations: The ability to impose the sentence of house arrest presents the option to decrease the number of City defendants held in the county jail and, thereby, decrease the amount of jail fees being paid to Sedgwick County for the incarceration of municipal court defendants.

Goal Impact: This amendment furthers the goal of Safe and Secure Neighborhoods.

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

Recommendations/Actions: It is recommended that the City Council approve first reading of the charter ordinance and authorize the necessary signatures. .

Attachment: Charter Ordinance

PUBLISHED IN THE WICHITA EAGLE ON _____

DELINEATED 01/25/2012

CHARTER ORDINANCE NO _____

AN ORDINANCE AMENDING SECTION 2 OF CHARTER ORDINANCE NO. 164, RELATING TO THE AUTHORIZED DISPOSITION OF CASES BY THE MUNICIPAL COURT JUDGE AND TO THE CODE OF PROCEDURE FOR MUNICIPAL COURTS AND REPEALING THE ORIGINAL OF SECTION 2 OF CHARTER ORDINANCE NO. 164.

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

SECTION 1. Section 2 of Charter Ordinance No. 164 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"(a) Whenever a person is found guilty of the violation of an ordinance, the municipal judge may, unless otherwise required by law to impose a mandatory, minimum sentence or fine, imprisonment, or both; (1) release the person without imposition of sentence; ~~or~~ (2) release the person on probation after the imposition of sentence, without imprisonment or the payment of a fine or a portion thereof, subject to conditions imposed by the court; ~~or~~ (3) <u>impose a sentence of house arrest as provided for in Section 249 of chapter 136 of the 2010 Session Laws of Kansas and amendments thereto;</u> ~~(3)~~ <u>or</u> <u>(4)</u> impose such sentence of fine, imprisonment or both, as may be authorized for the ordinance violation.

(b) Whenever a person is found guilty of the violation of an ordinance and there is evidence that the act constituting the violation of the ordinance was substantially related to the possession, use or ingestion of a cereal malt beverage

or an alcoholic beverage by such person, the judge may, in addition to the disposition authorized by subsection (a), order such person to attend and satisfactorily complete an ~~suitable~~ alcohol or drug education~~al~~ or training program ~~directed to the effects of alcohol or other chemical substances when ingested by humans~~ certified by the Administrative Judge or licensed by the Secretary of Social and Rehabilitation Services.

(c) Except as provided in subsection (d), in addition to or in lieu of any other sentence authorized by law, whenever a person is convicted of having violated, while under 21 years of age, Section 4.04.017, 4.04.040, 11.38.158 or Chapter 5.26 of the Code of the City of Wichita, and amendments thereto, the municipal judge shall order such person to submit to and complete an alcohol and drug evaluation by a community-based alcohol and drug safety action program certified pursuant to K.S.A. 8-1008, and amendments thereto, and to pay a fee not to exceed the fee established by that statute for such evaluation. If the judge finds that the person is indigent, the fee may be waived.

(d) If the person is 18 or more years of age, but less than 21 years of age and is convicted of a violation of Section 4.04.017, and amendments thereto, involving cereal malt beverage, the provisions of subsection (c) are permissive and not mandatory;

~~(c)~~ (e) The court may impose any conditions of probation or suspension of sentence that the court deems proper, including, but not limited to, requiring that the defendant:

(1) Avoid such injurious and vicious habits, as directed by the court or the probation officer;

(2) avoid such persons or places of disreputable or harmful character, as directed by the court or the probation officer;

(3) report to the probation office as directed;

(4) permit the probation officer to visit the defendant at home or elsewhere;

(5) work faithfully at suitable employment insofar as possible;

(6) remain within the state unless the court grants permission to leave;

(7) pay a fine or costs, applicable to the ordinance violation, in one or several sums and in the manner as directed by the court;

(8) support the defendant's dependents;

(9) reside in a residential facility located in the community and participate in educational counseling, work and other correctional or rehabilitative programs;

(10) perform community or public service work for local governmental agencies, private corporations organized not for profit, or charitable or social service organizations performing services for the community;

(11) perform services under a system of day fines whereby the defendant is required to satisfy fines, costs or reparation or restitution obligations by performing services for a period of days determined by the

court on the basis of ability to pay, standard of living, support obligations and other factors;

(12) make reparation or restitution to the aggrieved party for the damage or loss caused by the defendant's crime, in an amount and manner determined by the court and to the person specified by the court; or

(13) reimburse the city, in accordance with any order made under subsection (d), for all or part of the reasonable expenditures by the city to provide counsel and other defense services to the defendant.

~~(d)~~ (f) In addition to or in lieu of any other sentence authorized by law, whenever a person is found guilty of the violation of an ordinance the judge may order such person to reimburse the city for all or a part of the reasonable expenditures by the city to provide counsel and other defense services to the defendant. In determining the amount and method of payment of such sum, the court shall take account of the services provided, the financial resources of the defendant and the nature of the burden that payment of such sum will impose. A defendant who has been required to pay such sum and who is not willfully in default in the payment thereof may at any time petition the court which sentenced the defendant to waive payment of such sum or any unpaid portion thereof. If it appears to the satisfaction of the court that payment of the amount due will impose manifest hardship on the defendant or the defendant's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment."

SECTION 2. The original of Section 2 of Charter Ordinance No. 164 is hereby repealed.

SECTION 3. This ordinance shall be published once a week for two consecutive weeks in the official city news paper.

SECTION 4. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members elect voting in favor thereof, this _____ day of _____, 2011.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
City Attorney

PUBLISHED IN THE WICHITA EAGLE ON MARCH 23, and MARCH 30, 2012

01/25/2012

CHARTER ORDINANCE NO 218

AN ORDINANCE AMENDING SECTION 2 OF CHARTER ORDINANCE NO. 164, RELATING TO THE AUTHORIZED DISPOSITION OF CASES BY THE MUNICIPAL COURT JUDGE AND TO THE CODE OF PROCEDURE FOR MUNICIPAL COURTS AND REPEALING THE ORIGINAL OF SECTION 2 OF CHARTER ORDINANCE NO. 164.

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

SECTION 1. Section 2 of Charter Ordinance No. 164 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"(a) Whenever a person is found guilty of the violation of an ordinance, the municipal judge may, unless otherwise required by law to impose a mandatory, minimum sentence or fine, imprisonment, or both; (1) release the person without imposition of sentence; ~~or~~ (2) release the person on probation after the imposition of sentence, without imprisonment or the payment of a fine or a portion thereof, subject to conditions imposed by the court; (3) impose a sentence of house arrest as provided for in Section 249 of chapter 136 of the 2010 Session Laws of Kansas and amendments thereto; or (4) impose such sentence of fine, imprisonment or both, as may be authorized for the ordinance violation.

(b) Whenever a person is found guilty of the violation of an ordinance and there is evidence that the act constituting the violation of the ordinance was substantially related to the possession, use or ingestion of a cereal malt beverage

or an alcoholic beverage by such person, the judge may, in addition to the disposition authorized by subsection (a), order such person to attend and satisfactorily complete an alcohol or drug education~~al~~ or training program certified by the Administrative Judge or licensed by the Secretary of Social and Rehabilitation Services.

(c) Except as provided in subsection (d), in addition to or in lieu of any other sentence authorized by law, whenever a person is convicted of having violated, while under 21 years of age, Section 4.04.017, 4.04.040, 11.38.158 or Chapter 5.26 of the Code of the City of Wichita, and amendments thereto, the municipal judge shall order such person to submit to and complete an alcohol and drug evaluation by a community-based alcohol and drug safety action program certified pursuant to K.S.A. 8-1008, and amendments thereto, and to pay a fee not to exceed the fee established by that statute for such evaluation. If the judge finds that the person is indigent, the fee may be waived.

(d) If the person is 18 or more years of age, but less than 21 years of age and is convicted of a violation of Section 4.04.017, and amendments thereto, involving cereal malt beverage, the provisions of subsection (c) are permissive and not mandatory;

(e) The court may impose any conditions of probation or suspension of sentence that the court deems proper, including, but not limited to, requiring that the defendant:

(1) Avoid such injurious and vicious habits, as directed by the court or the probation officer;

(2) avoid such persons or places of disreputable or harmful character, as directed by the court or the probation officer;

(3) report to the probation office as directed;

(4) permit the probation officer to visit the defendant at home or elsewhere;

(5) work faithfully at suitable employment insofar as possible;

(6) remain within the state unless the court grants permission to leave;

(7) pay a fine or costs, applicable to the ordinance violation, in one or several sums and in the manner as directed by the court;

(8) support the defendant's dependents;

(9) reside in a residential facility located in the community and participate in educational counseling, work and other correctional or rehabilitative programs;

(10) perform community or public service work for local governmental agencies, private corporations organized not for profit, or charitable or social service organizations performing services for the community;

(11) perform services under a system of day fines whereby the defendant is required to satisfy fines, costs or reparation or restitution obligations by performing services for a period of days determined by the court on the basis of ability to pay, standard of living, support obligations and other factors;

(12) make reparation or restitution to the aggrieved party for the damage or loss caused by the defendant's crime, in an amount and manner determined by the court and to the person specified by the court; or

(13) reimburse the city, in accordance with any order made under subsection (d), for all or part of the reasonable expenditures by the city to provide counsel and other defense services to the defendant.

(f) In addition to or in lieu of any other sentence authorized by law, whenever a person is found guilty of the violation of an ordinance the judge may order such person to reimburse the city for all or a part of the reasonable expenditures by the city to provide counsel and other defense services to the defendant. In determining the amount and method of payment of such sum, the court shall take account of the services provided, the financial resources of the defendant and the nature of the burden that payment of such sum will impose. A defendant who has been required to pay such sum and who is not willfully in default in the payment thereof may at any time petition the court which sentenced the defendant to waive payment of such sum or any unpaid portion thereof. If it appears to the satisfaction of the court that payment of the amount due will impose manifest hardship on the defendant or the defendant's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment."

SECTION 2. The original of Section 2 of Charter Ordinance No. 164 is hereby repealed.

SECTION 3. This ordinance shall be published once a week for two consecutive weeks in the official city news paper.

SECTION 4. This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY, not less than two-thirds of the members elect voting in favor thereof, this 20th day of March, 2011.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
City Attorney

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Petition to Upgrade the Existing Street Lights from an Overhead Power Source to a Subsurface Power Source in the 1400 Block of Willow Lane (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the petition.

Background: The existing street lights were installed in 1993, with overhead power. Since the time of installation, trees that were at or near the right-of-way have grown up around the power lines. The growth of the trees into the power lines has caused the street lights to not provide effective lighting. District I Advisory Board sponsored a February 6, 2012, neighborhood meeting on the proposed project. The Board voted 9-0 to recommend approval of the project to install underground power.

Analysis: The project will place the power source underground so as to allow continued street lighting in a developed residential area, with minimal tree removal. The signatures on the petition represent 10 of 15 (67%) resident owners and 58% of the improvement district area.

Financial Considerations: The estimated project cost is $15,000, which will be assessed to the improvement district. The method of assessment is the fractional basis. The estimated assessment to individual properties is $1,500 per lot.

Goal Impact: This project will address the Efficient Infrastructure goal by continuing to provide street lighting in an existing residential area.

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

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

Attachments: Map, CIP sheet, petition and resolution.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE

To Initiate Project X

To Revise Project

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arch	3/18/2013	Street Lights in the 1-900 Block of Willow Lane

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS		2013	

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

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & cover.				
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Street Lights		$12,000		$12,000
Traffic Signals & Turn Lanes				
Totals		$12,000		$12,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Planting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

472-85098

13. Recommendation: Approve the petition, adopt the Resolution and authorize the necessary signatures

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

RECEIVED

OCT 07 '11

CITY CLERK OFFICE

STREETLIGHT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated Lots of real property described as follows (herein "improvement district"):

472-85041

Replat of Spring Acres Addition
S.E. ¼ Sec. 12, Twp. 27, R. 1 E.

Lot 15 (commonly known as 1405 N. Willow Ln.)
Lot 17 (commonly known as 1425 N. Willow Ln.)
Lot 19 (commonly known as 1459 N. Willow Ln.)
Lot 21 (commonly known as 1475 N. Willow Ln.)
Lot 23 (commonly known as 1485 N. Willow Ln.)
Lot 43 (commonly known as 1466 N. Willow Ln.)
Lot 45 (commonly known as 1458 N. Willow Ln.)
Lot 47 (commonly known as 1446 N. Willow Ln.)
Lot 49 (commonly known as 1420 N. Willow Ln.)
Lot 51 (commonly known as 1400 N. Willow Ln.)

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

(a) That underground street lighting be installed along the 1400 block of North Willow Lane, and that such streetlights between aforesaid limits be installed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvement being **Fifteen Thousand Dollars ($15,000)**, exclusive of the cost of interest on borrowed money, with **one hundred percent (100%)** payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **November 31, 2011.**

(c) That the lots above described be constituted as an improvement district against which shall be assessed one hundred percent (100%) of the total actual cost of the improvement for which the improvement district is liable.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on individual lot basis, with each parcel paying 10% (ten percent) of the total cost.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the

Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by a majority of the resident owners of record of property liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

Replat of Spring Acres Addition

Parcel Description	Signature of the *Resident* Owner and Date	
Lot 15 (1405 N. Willow Ln.)	Adam Halabi	Date
	Jennifer Halabi	Date
Lot 17 (1425 N. Willow Ln.)	Brian P. Devlin	9.20.2011 Date
	Julie A. Devlin	9/20/11 Date
Lot 19 (1459 N. Willow Ln.)	John C. Enslow	9-25-11 Date
	Dana J. Enslow	09-25-11 Date
Lot 21 (1475 N. Willow Ln.)	Jane L. Addis	Date
Lot 23 (1485 N. Willow Ln.)	Mary Louise Tasheff Trust, ~~James Tasheff, trustee~~	9-28-11 Date
Lot 43 (1466 N. Willow Ln.)	Bruce A. Harris	9/27/11 Date
	Teri ~~Terry~~ S. Harris	9-27-11 Date
Lot 45 (1458 N. Willow Ln.)	Robert D. Spurrier	9-27-11 Date
	Jane A. Spurrier	9-27-11 Date
Lot 47 (1446 N. Willow Ln.)	Gavin D. Peters	9/29/11 Date
Lot 49 (1420 N. Willow Ln.)	Philip W. Smith	9-25-11 Date
	Juanita A. Smith	9-25-11 Date
Lot 51 (1400 N. Willow Ln.)	Francisco C. Rausa, Jr.	Date
		Date

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

BRIAN A. COON
Name

455 N. Main
Address

316-268-4448
Telephone Number

Sworn to and subscribed before me this 7th day of October, 2011.

Deputy City Clerk

132019

First Published in the Wichita Eagle on March 9, 2012

RESOLUTION NO. 12-050

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING **UNDERGROND STREET LIGHTING BE INSTALLED ALONG THE 1400 BLOCK OF NORTH WILLOW LANE (472-85038)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING **UNDERGROND STREET LIGHTING BE INSTALLED ALONG THE 1400 BLOCK OF NORTH WILLOW LANE (472-85038)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize underground street lighting be installed along the 1400 block of North Willow Lane **(472-85038).**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Fifteen Thousand Dollars ($15,000)** exclusive of the cost of interest on borrowed money, with **100%** payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 31, 2011** exclusive of the costs of temporary financing.

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

REPLAT OF SPRING ACRES ADDITION
S.E. ¼ Sec. 12, Twp. 27, R. 1 E.

Lot 15 (commonly known as 1405 N. Willow Lane)
Lot 17 (commonly known as 1425 N. Willow Lane)
Lot 19 (commonly known as 1459 N. Willow Lane)
Lot 21 (commonly known as 1475 N. Willow Lane)
Lot 23 (commonly known as 1485 N. Willow Lane)
Lot 43 (commonly known as 1466 N. Willow Lane)
Lot 45 (commonly known as 1458 N. Willow Lane)
Lot 47 (commonly known as 1446 N. Willow Lane)
Lot 49 (commonly known as 1420 N. Willow Lane)
Lot 51 (commonly known as 1400 N. Willow Lane)

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district shall be liable shall be on individual lot basis, with each parcel paying 10% of total cost.

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

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

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 6th day of March, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AT TO FORM:

_____
GARY E. REBENSTORF, DIRECTOR OF LAW

Agenda Item No. IV-7

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Adoption of the 2011 – 2020 Capital Improvement Program (CIP)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Adopt the 2011 – 2020 Capital Improvements Program.

Background: The 2011 – 2020 Proposed CIP was presented in draft form to the City Council during a workshop on January 24, 2012. The Metropolitan Areas Planning Commission (MAPC) and the MAPC Advanced Plans sub-committee reviewed the Proposed CIP on February 16 and February 2, 2012, respectively. The MAPC found the CIP to be in conformance with the comprehensive plan. On February 6 and February 21, 2012, City staff presented the Proposed CIP to each District Advisory Board. Staff have also presented the CIP to the Design Council, to identify special consideration projects. In addition, the Proposed CIP was made available to the public via the City's website and Facebook site.

Analysis: The current Proposed 2011 – 2020 CIP includes 336 individual projects totaling $2.401 billion dollars. Major revenue sources for the CIP include Water Utilities revenues ($872 million); local sales tax funds ($237 million) representing the City's portion of the County-wide one cent sales tax; and at-large general obligation bond financing ($304 million), financed with the dedicated mill levy for the Debt Service Fund. Other revenue sources totaling $588 million include special assessments, Airport revenues, TIF financing, Transient Guest Tax funds and contributions from Sedgwick County. State and Federal government funding is estimated to total $399 million. The Proposed CIP recommended for adoption includes modifications to 19 projects (totaling $80 million) compared to the initially proposed CIP on January 24, 2012. These recommendations are included as an attachment, and would reduce borrowing requirements by deferring projects.

Of the $2.401 billion in the Proposed CIP, $579 million would be spent on Arterial projects. This would include an additional $33 million over ten years to enhance street rehabilitation efforts. Coupled with the operating budget, this will provide $10 million annually for street maintenance by 2014. The CIP includes $305 million for Airport projects, including the new terminal and garage project. Bridge project funding totals $78 million, with $50 million allocated for the Floodway crossing.

A total of $872 million would be spent on Water Utilities projects, including $200 million for permanent financing of ASR Phase II improvements, $158 million for sewer nutrient removal modifications, and $104 million for main replacements. Freeway improvements totaling $247 million are included, which will fund the completion of the Kellogg freeway to the K-96 interchange. Public facilities funding of $234 million would include a new central library, the Heartland Readiness Center, and improvements to the Century II convention center.

As in the past, City Council adoption of the CIP reflects general approval of an overall plan, but not approval of any individual project. Before a specific project is started, staff will return to the City Council for project specific approval and present project details, including the plan of finance. Project initiation is typically limited to those projects included in the first three years of the CIP (2011 – 2013 in this CIP).

Consistent with City Council Policy 2, any under expended amounts from approved CIP projects will be returned to the Debt Service Fund (or other funds which are financing the proposed project) to reduce debt requirements. Any unbudgeted project being proposed will be clearly identified as such if Council approval is pursued. In addition, project initiation agenda items will also include a discussion of the project's impact on the operating budget. This will enhance financial planning and transparency, allowing a full discussion of not just the capital cost of a CIP project, but also the longer term and recurring impact of a project on the City's operating budget.

The Proposed CIP includes a front loading of GO at-large funded projects, with $216 million of the $304 million in GO at-large projects included in years 2011 – 2015. Actual debt and debt service payments would depend on when individual projects were actually initiated and bonded, relative to the Proposed CIP. However, based on the project schedule in the Proposed CIP, GO at-large debt would increase from $81 million in 2011 to an estimated $145 million in 2017, before rapidly dropping to $91 million by 2020. The performance measure of GO debt service as a ratio of property tax revenue available for debt service would rise from a projected 51% in 2011 to 82% by 2018, before falling back to 69% by 2020. The City uses a benchmark rate of 67% for this performance measure.

Financial Considerations: The CIP is financed by a number of different sources. The Debt Service Fund finances $304 million of GO at-large projects, based on a projected mill levy of 8.5 mills beginning in 2014. This will require the shift of .5 mills from the operating budget in both 2013 and 2014, which was included in 2012 Adopted Budget approved in August 2011.

The Proposed CIP does not include an increase in the current ERU rate of $2. At the current rate, the Storm Water Utility Fund has no capacity for additional drainage projects. Each incremental increase of $.25 in the ERU would fund approximately $12 million of additional drainage projects.

The Water Utilities projects included in the Proposed CIP are based on preliminary financial and rate projections included in the Cost of Service Analysis (COSA) model prepared in August 2011. However, the actual scope of the Water Utilities CIP will be based on the policy direction from the City Council regarding the amount and timing of rate adjustments. Staff presented several rate scenarios to the City Council in a workshop on February 28, 2012. Staff analysis and community input on potential water rate adjustments will continue. Later in 2012, staff will seek City Council policy direction and action on the appropriate future water and sewer rate structure, so that proposed CIP projects and timing can be finalized.

Goal Impact: The CIP supports the goal of protecting the investment public infrastructure.

Legal Considerations: Based on KSA 12-748, the Metropolitan Area Planning Commission has found the Proposed CIP to be in conformance with the Comprehensive Plan.

Recommendation/Action: It is recommended that the City Council adopt the 2011 – 2020 Capital Improvement Program with the recommended project adjustments.

Attachment: Recommended Project Changes

Proposed Changes to the Initial Workshop Draft CIP

Project Title	District	Project Amount	Workshop Presentation	Current Recommendation
Broadway - E Fork Bridge	1	$1,260,000	2019-2020	2021-2022
127th - 21st to 29th	2	4,350,000	2015-2018	2017-2020
Harry - 127th to 143th	2	4,400,000	2014-2017	2016-2019
Greenwich - Pawnee to Harry	2	4,800,000	2012-2013	2014-2015
Central and Bristol	2	1,300,000	2015-2017	2017-2019
2nd and Brookside	2	640,000	2015-2016	2017-2018
Douglas and Brookside	2	640,000	2014-2015	2016-2017
Planeview Park	3	2,600,000	2016-2017	2018-2019
Chapin park	3	800,000	2013-2014	2015-2016
Maize - Pawnee to 31st	4	4,400,000	2013-2017	2015-2019
Maize - 31st to MacAurher	4	4,400,000	2016-2018	2018-2020
Maple - 135th to 151st	5	4,500,000	2013-2016	2015-2019
Maple - 151th to 167st	5	5,000,000	2018-2020	2020-2022
29th and Broadway intersection	6	1,775,000	2016-2018	2018-2020
Comprehensive Wayfinding	All	750,000	2011-2012	2015-2016
Central Library	All	30,000,000	2013-2014	2014-2015
Partol East sub-station	All	2,523,000	2013-2014	2014-2015
Partol West sub-station	All	2,523,000	2012-2013	2013-2014
Central Maintenance Facility Expan.	All	3,449,200	2017-2019	2019-2021
		$80,110,200		

Agenda Item No. IV-8

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure (Districts I and VI)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On January 24, 2012, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted a resolution providing for a public hearing to be held on this condemnation action at 9:30 a.m. or soon thereafter, on March 6, 2012.

Analysis: On January 9, 2012, the Board of Code Standards and Appeals (BCSA) held a hearing on four (4) properties. Since that time, one (1) property was repaired by the owner. The three (3) remaining properties are listed below:

Property Address	Council District
a. 1210 North Poplar	I
b. 1621 North Volutsia	I
c. 1547 North Santa Fe	VI

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

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional $500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The resolutions and notices of hearing was reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date as of March 6, 2012; (2) the structure has been secured as of March 6, 2012, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of March 6, 2012, and will be so maintained during renovation.

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

Attachments: Memorandums to Council, case summaries, and resolutions.

DATE: February 21, 2012

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1210 N. POPLAR

LEGAL DESCRIPTION: LOTS 90 AND 92, ON MONA, NOW POPLAR AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26 x 36 feet in size. Vacant for at least 3 years, this structure has shifting concrete block basement walls; rotted wood siding; sagging and badly worn composition roof with holes and missing shingles; deteriorated front porch; and the roof rafters and decking are rotted.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: February 21, 2012

BCSA GROUP # 5

ADDRESS: 1210 N. POPLAR

ACTIVE FIELD FILE STARTED: September 1, 2009

NOTICE(S) ISSUED: Since September 1, 2009, a notice of improvement and numerous violation notices have been issued. In September 2009, a neighborhood nuisance case was initiated resulting in City of Wichita contractor abatement. On August 29, 2011, Central Inspection staff completed an emergency board-up at a cost of $104.95. On December 12, 2011, Central Inspection staff completed an emergency board-up at a cost of $113.39. In February 2010 and June 2011, some repairs progressed resulting in two violations being cleared.

PRE-CONDEMNATION LETTER: July 8, 2011

TAX INFORMATION: The 2008, 2009, 2010 and 2011 taxes are delinquent in the amount of $1,921.12, which includes specials and interest.

COST ASSESSMENTS/DATES: There is 2010 special assessment for lot cleanup in the amount of $653.51, which includes interest. There are two 2012 special assessments for board-up in the amount of $108.95 and $126.35, both include interest.

PREMISE CONDITIONS: Maintained

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT:

POLICE REPORT: In the last five years there have been two reported police incidents of miscellaneous reports both were in the year 2011.

FORMAL CONDEMNATION ACTION INITIATED: November 3, 2011

RECENT DEVELOPMENTS: No repairs have been made and the structure is secured.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the January 9, 2012, BCSA hearing there was no one present as a representative for this property.

Board Member Harder made a motion to send the property to the City Council with a recommendation of condemnation, with ten days to begin razing the structure and ten days to complete the demolition. Board Member Willenberg seconded the motion. The motion was passed without opposition.

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

DATE: February 21, 2012

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1621 N. VOLUTSIA

LEGAL DESCRIPTION: LOTS 17 AND 19, ON VOLUTSIA AVENUE, FAIRMOUNT ORCHARDS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 38 x 23 feet in size. Vacant for at least 3 years, this structure has deteriorated and rotted wood siding; and rotted windows and wood trim.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: February 21, 2012

BCSA GROUP # 5

ADDRESS: 1621 N. VOLUTSIA

ACTIVE FIELD FILE STARTED: March 18, 2008

NOTICE(S) ISSUED: Since March 18, 2008, two notice of improvements and numerous violation notices have been issued. In November 2007 and March 2008, environmental cases were initiated resulting in owner compliance. In September 2011, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement.

PRE-CONDEMNATION LETTER: July 20, 2010

TAX INFORMATION: The 2006, 2007, 2008, 2009, 2010 and 2011 taxes are delinquent in the amount of $2,362.63, which includes interest.

COST ASSESSMENTS/DATES: There is a 2012 special assessment for weed cutting in the amount of $120.00.

PREMISE CONDITIONS: Tree waste, concrete blocks and wood.

VACANT NEGLECTED BUILDING REPORT: Pending Case

NUISANCE ABATEMENT REPORT:

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: November 3, 2011

RECENT DEVELOPMENTS: No have been made and the structure is unsecure with an open rear door and open foundation.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: This owner previously had ten properties in condemnation. Eight were repaired and two were demolished by City of Wichita contractor. Currently, there is one property in active condemnation status.

This owner previously had nine properties in condemnation. Seven were repaired and two were demolished by City of Wichita contractor. Currently, there are two properties in active condemnation status.

BOARD OF C.S.&A. RECOMMENDATION: At the January 9, 2012, BCSA hearing The property owner, Oneil Davis, was present.

There has been an active file on this property since March of 2008; there have also been several Environmental cases on the property. A Tall, Grass & Weeds case initiated in September 2011 resulted in abatement by a contractor hired by the City of Wichita. A Pre-condemnation Letter

was issued on July 20, 2010. The 2006, 2007, 2008, 2009, 2010, and 2011 taxes are delinquent in the amount of $2,351.51. There are no special assessments currently against the property. There are volunteer trees, tree waste, and miscellaneous debris on the site. There is a pending Vacant Neglected Building case on the structure. A formal condemnation action was initiated on

November 3, 2011. No repairs have been made to the structure, and it is not secure (open rear door).

Mr. Davis informed the Board that the property belonged to his son. He said they have not done any work on the site, and he would like an extension of three months to make repairs or demolish the building. He said the structure had been boarded up at one time.

Board Member Willenberg made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to wreck the structure and ten days to clear the site of all debris. Board Member Crotts seconded the motion. The motion passed.

Ms. Legge explained the Board's recommendation and subsequent condemnation action process at the request of Mr. Davis.

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

DATE: February 21, 2012

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 1547 N. SANTA FE

LEGAL DESCRIPTION: LOTS 37 AND 39, ON FIFTH AVENUE, NORTH PARK ADDITION TO WICHITA, SEDGWICK COUMTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 20 x 54 feet in size. Vacant and open, this structure has missing aluminum siding; deteriorated wood lap siding; sagging composition roof, with missing shingles; badly deteriorated, sagging front porch with bowing porch columns; and rotted soffit, fascia and wood trim; .

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

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: February 21, 2012

BCSA GROUP # 5

ADDRESS: 1547 N. SANTA FE

ACTIVE FIELD FILE STARTED: November 3, 2010

NOTICE(S) ISSUED: Since November 3, 2010, two notice of improvements and several violation notices have been issued. In July 2009 and November 2010, neighborhood nuisance cases were initiated resulting in owner compliance. In August 2011, a neighborhood nuisance case was started which remains open. On November 9, 2011, Central Inspection staff completed an emergency board-up on this property at a cost of $264.21. It should be noted that uniform criminal complaints have been issued regarding this property and it has been the subject of neighborhood court.

PRE-CONDEMNATION LETTER: August 18, 2011

TAX INFORMATION: The 2009, 2010 and 2011 taxes are delinquent in the amount of $551.28, which includes interest.

COST ASSESSMENTS/DATES: There is a pending 2012 special assessment for emergency board-up in the amount of $264.21.

PREMISE CONDITIONS: Construction debris, bulky waste, miscellaneous debris and tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From June 2007 through March 2010 there have been fifteen reported police incidents at this location including rape, battery domestic violence, runaway, city code nuisance violation, miscellaneous officers, larceny from forgery, counterfeiting, battery (2), disturb the peace fighting (2) and miscellaneous report (4).

FORMAL CONDEMNATION ACTION INITIATED: November 3, 2011

RECENT DEVELOPMENTS: No repairs have been made. The main floor is secure the second floor is unsecure with open south side windows.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the January 9, 2012, BCSA hearing there was no party present on behalf of this property.

Board Member Harder made a motion to send the property before the City Council with a recommendation of condemnation, with ten days to initiate the wrecking of the structure and ten days to finish the demolition of the building. Board Member Willenberg seconded the motion. The motion carried.

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

March 6, 2012
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	Cndm. Init. Date	BCSA Hearing Date & Recommendation	Owner/ Rep. At BCSA ?	Open or Secure	Premise Cond. Status	Property Tax Status	Special Assessments	Pending Incurred Cost
1210 N. Poplar	I	2 yrs. 5 mos.	11/03/11	01/09/12: 10/10	No	Secure	Maintained	The 2008, 2009, 2010 and 2011 taxes are delinquent in the amount of $1,921.12, which includes specials and interest.	There is 2010 special assessment for lot cleanup in the amount of $653.51, which includes interest. There are two 2012 special assessments for board-up in the amount of $108.95 and $126.35, both include interest.	None
1621 N. Volutsia	I	3 yrs. 11 mos.	11/03/11	01/09/12: 10/10	Yes	The structure is unsecure with an open rear door and open foundation.	Tree waste, concrete blocks and wood.	The 2006, 2007, 2008, 2009, 2010 and 2011 taxes are delinquent in the amount of $2,362.63, which includes interest.	There is a 2012 special assessment for weed cutting in the amount of $120.00.	None

March 6, 2012
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	Cndm. Init. Date	BCSA Hearing Date & Recommendation	Owner/ Rep. At BCSA ?	Open or Secure	Premise Cond. Status	Property Tax Status	Special Assessments	Pending Incurred Cost
1547 N. Santa Fe	VI	1 yr. 4 mos.	11/03/11	01/09/12: 10/10	No	The main floor is secure the second floor is unsecure with open south side windows.	Construction debris, bulky waste, miscellaneous debris and tall grass and weeds.	The 2009, 2010 and 2011 taxes are delinquent in the amount of $551.28, which includes interest.	There is a pending 2012 special assessment for emergency board-up in the amount of $264.21.	None

Agenda Item No. V-1

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: ZON2011-00045 – City zone change from SF-5 Single-family Residential ("SF-5") to TF-3 Two-family Residential ("TF-3") generally located south of West St. Louis Avenue and west of North Sheridan Avenue (3417 W. St. Louis St.). (District VI)

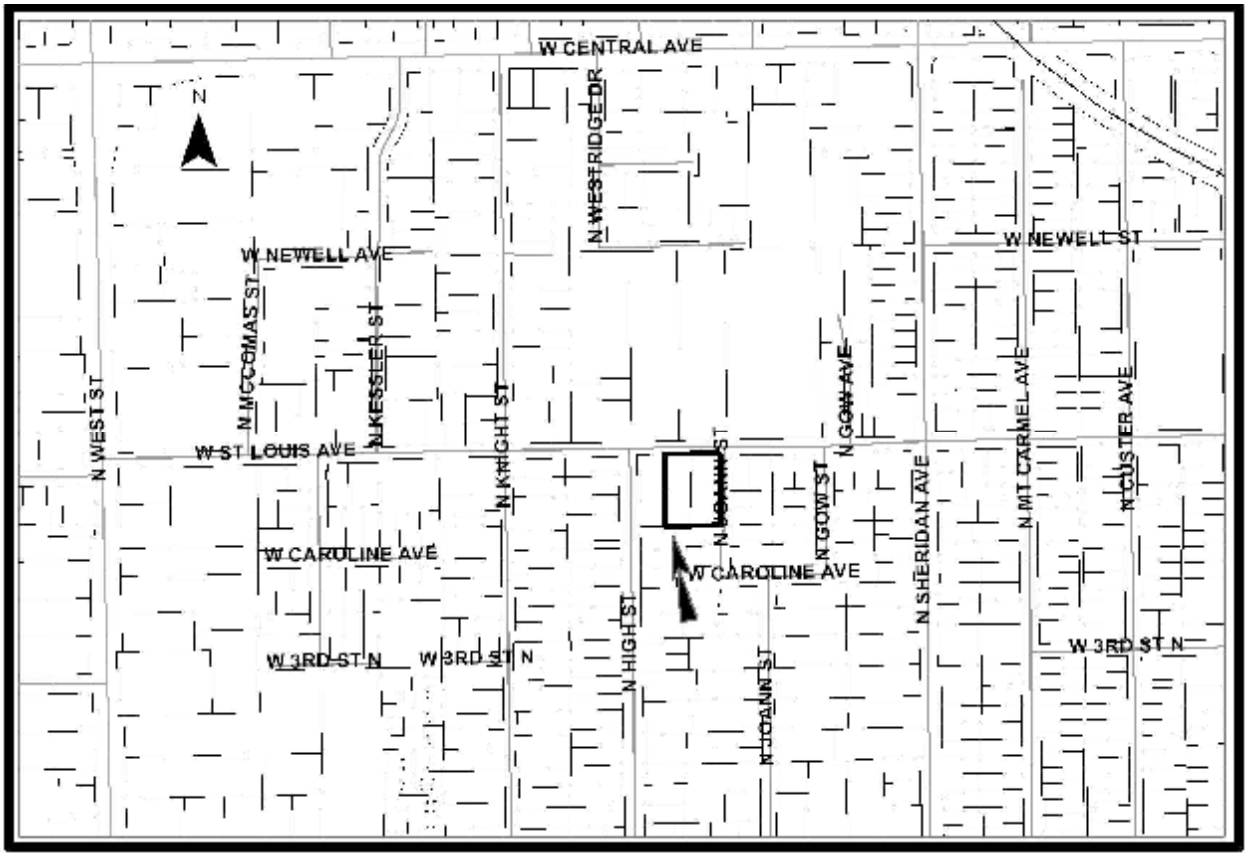
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: Approve, subject to replatting and the dedication of 30-feet for Right-of-Way for Joann Street, vote (7-3).

DAB II Recommendation: Approve, subject to replatting and the dedication of 30-feet for Right-of-Way for Joann Street, vote (5-0)

MAPD Staff Recommendation: Approve, subject to dedication of 30-feet for Right-of-Way for Joann Street.



Background: The applicant is seeking TF-3 Two-family Residential ("TF-3") zoning for a 0.92-acre platted property, a portion of which is currently developed with an unoccupied single-family residence. The site is currently zoned SF-5 Single-family Residential ("SF-5"), and is located on the southwest corner of St. Louis Avenue and Joann Street. The applicant proposes to develop the site with duplex development. The *Unified Zoning Code* (UZC) defines a duplex as…"the use of a lot for two principal dwelling units within a single building." The code permits building heights up to 35 feet in the TF-3 district, which is the same maximum height allowed in the SF-5 district. If the request were to be approved, the existing property would allow only one duplex structure with two living units or one single-family structure (permitted by right as TF-3 residential uses); however it is possible to replat or lot split the existing 0.92-acre (or 40,075 sq. ft.) lot into six 6,679 sq. ft. lots that could allow six duplex structures (3,000 sq. ft. minimum lot area per dwelling unit for duplex or 6,000 sq. ft. per duplex).

One factor that will reduce the number of units discussed above is the need for the City to obtain a dedication of right-of-way from the applicant or property owner. Currently, a standard width residential street, Joann, exists adjacent to the east side of the application area; however, staff cannot find a record of a dedication for the west-half of the Joann abutting the application area. Staff recommends that the applicant dedicate the 30-foot for the right-of-way to equal the 60-foot right-of-way for Joann Street. The 30-foot reduction would eliminate 6,870 sq. ft. from the subject site, thus reducing the total area from 40,075 sq. ft. to 33,205 sq. ft. The dedication would reduce the number of lots and duplexes by one, thus allowing the applicant to possibly create five 6,641 sq. ft. lots that could allow five duplex structures. The applicant proposes to split the existing property into three lots to develop three duplex structures. Even as currently zoned, the property could be lot split into more than one single-family lot (5,000 sq. ft. minimum lot area for single-family in SF-5).

Property immediately surrounding the site to the north, south, east and west is zoned SF-5. The development to the west and east of the subject site is single-family residences, while south of the subject site are more residences and a church facility. Property north of the subject site, across St. Louis Avenue, currently serves as a public utility developed with communication towers.

Analysis: At the MAPC meeting held February 2, 2012, the MAPC voted (7-3) to recommend approval of the request for TF-3 zoning subject to replatting and the dedication of 30-feet for Right-of-Way for Joann Street. There were four citizens who spoke in opposition of the request citing their opposition to rental properties near single-family residences, drainage and reduction of property values. A couple commission members were concerned about the drainage and the density of the proposed development.

On February 6, 2012, the District Advisory Board (DAB) VI heard the rezone request. The DAB voted (5-0) to approve the request subject to replatting and the dedication of 30-feet for Right-of-Way for Joann Street. One citizen spoke in opposition to the case and cited the same issues (rental properties near single-family residences, drainage and property values) of opposition as what was discussed at the MAPC meeting. The board was curious as to how many single-family residences could be put on the site (eight) and that they felt the new proposed development would be an improvement to the dilapidated house and property that currently exists on the subject site.

During the subsequent two-week protest period following the MAPC meeting, staff received seven protests, although only three protests were within the 200-foot protest area. The three protests equal 8.83% of the total land area, which does not trigger the ¾ majority vote by the City Council.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Goal Impact: The application will promote Economic Vitality.

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

Recommendation/Actions:
1. Adopt the findings of the MAPC and approve the zone change subject to replatting and the dedication of 30-feet of Right-of-Way for Joann Street and authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required); 2. Deny the application; 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.)

Attachments:
- Ordinance
- DAB Memo
- MAPC Minutes
- Protest Map

OCA#: 150004 ORDINANCE NO. 49-240

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. ZON2011-00045

Zone change request from SF-5 Single-family Residential (“SF-5”) to TF-3 Two-family Residential (“TF-3”), subject to replatting and the dedication of 30-feet for Right-of-Way along Joann on properties described as:

85 Feet Strip, Adjacent East 1/2 Acres of Lot 28 and East 1/2 Acre Lot 28, Except the East 30 Feet for Street; Knight Acres Addition, Wichita, Sedgwick County, Kansas; generally located south of West St. Louis Avenue and west of North Sheridan Avenue (3417 W. St. Louis St.).

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 20th day of March, 2012.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

Approved as to form:

_____

Gary E. Rebenstorf, Director of Law

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: **ZON2011-00045** City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential; generally located south of West St. Louis Avenue and west of North Sheridan Ave. (3417 W. St. Louis St.)

DATE: February 9, 2012

On Monday, February 6, 2012 the District VI Advisory Board (DAB) considered a City Zone Change from SF-5 Single-Family Residential to TF-3 Two-Family Residential; generally located south of West St. Louis Avenue and west of North Sheridan Ave.

The members were provided the MAPD staff report for review prior to the meeting. *Derek Slocum,* Planner presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked/made the following questions/comments:

- If there were any protests, negative comments or phone calls against the case?
- The water amount leaving the site can't exceed the amount entering.
- If this were platted for SF Single-Family homes, how many structures would this be.
- The area is horrible, I would think the neighbors would want some form of improvement.
- There is a strong need for rental property due to the economy

Two members of the public spoke in opposition of the request stating:

- Too much concrete causes more neighborhood flooding.
- Drainage is not good and has been worked on by the city already.
- No place for children to play as St. Louis is a busy street.
- Renters are bad for the neighborhood.

******Action:** The District VI Advisory Board members made a motion to recommend to City Council **Approval** (**5-0**) of the zone change request subject to platting and the 30ft dedication per MAPC recommendation. .

Please review this information when **ZON2011-00045** is considered.

mtd

EXCERPT MINUTES OF THE FEBRUARY 2, 2012 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2011-45 – BATC, LLC c/o: Tim Chadd (Owner/Applicant) requests a City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on property described as:

85 Feet Strip, Adjacent East 1/2 Acres of Lot 28 and East 1/2 Acre Lot 28, Except the East 30 Feet for Street; Knight Acres Addition, Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is seeking TF-3 Two-family Residential ("TF-3") zoning for a 0.92-acre platted property, a portion of which is currently developed with an unoccupied single-family residence. The site is currently zoned SF-5 Single-family Residential ("SF-5"), and is located on the southwest corner of St. Louis Avenue and Joann Street. The applicant proposes to develop the site with duplex development. The *Unified Zoning Code* (UZC) defines a duplex as…"the use of a lot for two principal dwelling units within a single building." The code permits building heights up to 35 feet in the TF-3 district, which is the same maximum height allowed in the SF-5 district. If the request were to be approved, the existing property would allow only one duplex structure with two living units or one single-family structure (permitted by right as TF-3 residential uses); however it is possible to replat or lot split the existing 0.92-acre (or 40,075 sq. ft.) lot into six 6,679 sq. ft. lots that could allow six duplex structures (3,000 sq. ft. minimum lot area per dwelling unit for duplex or 6,000 sq. ft. per duplex).

One factor that will reduce the number of units discussed above is the need for the City to obtain a dedication of right-of-way from the applicant or property owner. Currently, a standard width residential street, Joann, exists adjacent to the east side of the application area; however, staff cannot find a record of a dedication for the west-half of the Joann abutting the application area. Staff recommends that the applicant dedicate the 30-foot for the right-of-way to equal the 60-foot right-of-way for Joann Street. The 30-foot reduction would eliminate 6,870 sq. ft. from the subject site, thus reducing the total area from 40,075 sq. ft. to 33,205 sq. ft. The dedication would reduce the number of lots and duplexes by one, thus allowing the applicant to possibly create five 6,641 sq. ft. lots that could allow five duplex structures. Even as currently zoned, the property could be lot split into more than one single-family lot (5,000 sq. ft. minimum lot area for single-family in SF-5).

Property immediately surrounding the site to the north, south, east and west is zoned SF-5. The development to the west and east of the subject site is single-family residences, while south of the subject site are more residences and a church facility. Property north of the subject site, across St. Louis Avenue, currently serves as a public utility developed with communication towers.

CASE HISTORY: The property is platted as 85 Feet Strip, Adjacent East 1/2 Acres of Lot 28 and East 1/2 Acre Lot 28, Except the East 30 Feet for Street; Knight Acres Addition, which was recorded December 20, 1918.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Vacant/Wireless Communication Equipment
SOUTH:	SF-5	Single-family Residence and church
EAST:	SF-5	Single-family Residence
WEST:	SF-5	Single-family Residence

PUBLIC SERVICES: The subject property has frontage along Saint Louis Avenue (north side of property), a two-lane, paved, local street without traffic counts. Along the east side of the property runs

Joann Street, a two-lane, paved, local street without traffic counts. As currently configured, the west 30 feet of the street protrudes into the east 30 feet of the applicant's property. The applicant will be asked to dedicate the east 30 feet of the subject property in order to establish the existing 60 foot right of way for Joann Street. Public water and sewer service are currently available to the subject property.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for "Urban Residential" use. Urban Residential is a category that encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes: single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly (assisted living, congregate care and nursing homes). Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category.

RECOMMENDATION: Based upon the information available prior to the public hearings, planning staff recommends that the request be **APPROVED**, subject to the dedication of the east 30 feet of Lot 28 for road right of way.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Property immediately surrounding the site to the north, south, east and west is zoned SF-5. The development to the west and east of the subject site is single-family residences, while south of the subject site are more residences and a church facility. Property north of the subject site, across St. Louis Avenue, currently serves as a public utility developed with communication towers.

2. **The suitability of the subject property for the uses to which it has been restricted:** The site could be developed with multiple single-family residences use under the current zoning.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of the request would double the density at which the site could be developed as currently zoned. The impact on nearby residents could be increased traffic. However, single-family residences typically generate more traffic per unit than two-family residences.

4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for "Urban Residential" use. Urban Residential is a category that encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes: single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly (assisted living, congregate care and nursing homes). Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category.

3. **Impact of the proposed development on community facilities:** Traffic on the existing residential street could increase as a result of the proposed development. The site currently has one curb cut for access to Joann Street and one other curb cut on West Saint Louis Avenue, a local street.

DERRICK SLOCUM, Planning staff provided the Staff Report.

ALDRICH asked if the applicant would tear down the existing dwelling.

SLOCUM said the applicant will tear down the existing structure; do a lot split into 3 lots and construct 3 duplex structures with a total of 6 units.

SHERYL CHADD, 2614 N. LAKERIDGE said they would like permission to build 3 duplex structures on the site. She said they currently manage several duplexes and single-family homes in the area. She said they have no intention of allowing Section 8 Housing at the residences. She said the duplexes they are proposing are upscale with brick fronts and single car garages. She provided a picture of the proposed construction. She said the units are approximately 1,100 square feet, 3-bedroom, 2-bath and will rent for approximately $700/$750 a month. She said they are not going to cause the neighborhood to deteriorate. She said they are very hands on investors; that she takes care of leasing the units herself; that they require a minimum of a 1 year lease and run full criminal and financial background checks on any potential tenants. She said they plan on tearing down the current dilapidated farm house which has been vacant for a long time. She said they will install 6-foot privacy fences in each backyard to separate each rentable unit with its own privately fenced backyard.

MITCHELL asked if the applicant was going to replat or divide the lots.

CHADD said they had planned on doing a lot split.

MITCHELL asked if they do only a lot split how will they control the drainage systems and retention of runoff that is done with platting.

SLOCUM commented that the Commission could require platting.

MILLER mentioned that for building permits OCI requires a 4-corner drainage plan which would be covered with the lot split.

MITCHELL asked if that type of plan would include control of runoff, sediment and pollutants.

MILLER said he couldn’t answer that.

SLOCUM mentioned that the applicant had agreed to a 30 foot right-of-way dedication so they could have the site platted at the same time as the dedication.

MITCHELL said he would like his question answered as far as a way to control those drainage items.

SLOCUM said the Commission could set that as a condition of approval.

MCKAY asked how many lots were involved.

SLOCUM said 2 lots.

MCKAY clarified that the 30-foot right-of-way will be dedicated by a separate instrument.

SLOCUM responded yes.

MCKAY said they need to plat.

CHADD said they would do whatever the Commission recommends.

ALDRICH asked if the applicant would consider reducing the number of units on the site down to 4.

CHADD said she would have to go back to the investment group with that proposal. She mentioned the investment that they will make in the property such as purchase; clearing the site; leveling the house and making the soil ready to be built on. She said she couldn't answer the question about reducing the number of units; that she was not qualified to make that decision here on her own.

CHADD referred to the aerial of the property specifically pointing out the lots directly to the east of the site and demonstrated how the new lot configuration will line up with the 3 lots across the street,

MARK HILL, 347 JOANN said he lived around the corner from the site. He said he has concerns about flooding issues and commented that the entire area flooded up until the City redid all the drains in the area. He said the area still doesn't drain real well. He said adding 6 more housing units will increase flooding issues in the neighborhood.

MCKAY (Out @3:00 p.m.)

HILL said rental properties are major headaches for neighbors because renters usually have a total disregard for the neighborhood. He said rental properties in a neighborhood bring down property values because renters don't put care into the homes the way owners do. He said if this is approved, 6 additional families will be renting in the neighborhood with 6 family's worth of kids. He said by putting 3 duplexes on this amount of land the kids won't have any place to play but in the street. He said he doesn't understand constructing family homes without any room for kids to play. He concluded by saying that he was greatly opposed to idea of that many rental properties in the neighborhood destroying the value of his property.

LARRY GREEN, 3409 W. ST. LOUIS said he lives 2 properties directly east of the site. He said these duplexes will have a negative effect on his property values. He said he has lived in this single-family neighborhood 18 years. He said changing the zoning to Two-Family Residential will affect his and his neighbor's property values. He said he is also concerned about the additional runoff this construction will cause. He said there will be a lot of water runoff into the street.

ANNETTE ULRICH, 3413 W. ST. LOUIS said she lives next door to the property. She said she is concerned about the traffic on St. Louis because the cars move really fast. She said if the kids who live in the duplexes don't have a big enough yard to play in, they will play out in out in the street. She said she is also concerned about the flooding. She said there have been times when she couldn't get into her driveway because of the water backed up onto the street.

BOB BREEDLOVE, 338 N. JOANN said he lived south of the property and moved into the neighborhood 10 years ago. He said he liked the neighborhood because it was single family dwellings, quiet, and a real peaceful place to call home. He said he has a duplex next to him where the landlord lives in one half and rents the other half. He said he thought that would be great and that the property would be taken care of. He said he has had nothing but grief from that duplex. He said due to his own experience he would hate to see this zoning change happen and allow duplexes to ruin this single family neighborhood.

SHIRLEY ABBEY, 3403 W. ST. LOUIS said she lived 3 houses to the east of the site. She asked about changing the lot facings from north/south to east/west. She also asked if the 30-foot setback was measured from center of the street to where they can build. She said it doesn't seem like much room for a house and yard space in the back.

MILLER said the front setback is usually measured from the property line.

ABBEY said so then it is measured from the curb and asked if staff had specific measurements.

MILLER said the applicant will dedicate 30 feet on the street and from that point the building setback line will be measured.

ABBEY commented with the lot to the back and all that cement the water runoff will be pretty tremendous.

CHADD said she appreciates the neighborhood's concerns since it is a nice neighborhood and they want to keep it that way too. She said they are glad to hear from the surrounding home owners and want open communication because it behooves them to do that. She said they don't want the units to be a drainage issue either and they will do what will work best, either the lot split or replatting.

FOSTER asked how many rental properties the applicant currently oversees.

CHADD said they have 7 duplexes located in the area and 8-10 single family homes that they rent.

ALDRICH asked the applicant without the lot split or replatting, would they consider just one structure on the property with 2 units.

CHADD commented that goes back to **COMMISSIONER ALDRICH'S** earlier question regarding the number of duplexes on the property and said the answer is probably no.

SHERMAN asked about the number of duplexes and TF-3 Two-Family Residential zoning in the area.

SLOCUM indicated that houses converted to duplexes and TF-3 zoning is sprinkled throughout the neighborhood.

> **MOTION:** To approve subject to staff recommendation and platting.
>
> **MITCHELL** moved, **SHERMAN** seconded the motion.

FOSTER referred to the backyard fencing and limiting development on the property to 3 duplexes mentioned during the applicant's presentation and asked staff if those items should be considered part of the approval conditions on the application.

SLOCUM responded that the Commission can set limits as to the number of duplexes as well as site development and incorporate those into the conditions.

FOSTER asked the motion maker if he would consider incorporating those two items into the motion.

MITCHELL responded that the motion stands as is.

The **MOTION** carried (7-3). **FOSTER, MILLER STEVENS** and **SHEETS** – No.

Agenda Item No. VIII-1

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: City Manager and Municipal Court Judge Compensation

INITIATED BY: City Council

AGENDA: Council Member Agenda

Recommendation: Approve general pay adjustments for the City Manager and Municipal Court Judges.

Background: The compensation for the City Manager and the Municipal Court Judges is set by the City Council. The ordinance establishing the mechanism for prescribing pay for the City Manager and the Municipal Court Judges provides, in pertinent part, that "[T]he City Manager and the Municipal Court Judges shall be eligible for all benefits provided to full-time exempt City employees."

Analysis: Full-time exempt City employees have been granted a 2.5% general pay adjustment for 2012. In order to comply with the salary ordinances for the City Manager and the Municipal Court Judges, a similar general pay adjustment should be authorized. Accordingly, it is recommended that the City Manager and each judge receive a 2.5% cost of living increase for the year 2012, retroactive to December 14, 2011.

Financial Considerations: Funds for the 2.5% general pay adjustment are included in the 2012 Adopted Budget.

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

Legal Considerations: None

Recommendations/Actions: Approve a general pay adjustment of 2.5% for 2012, retroactive to December 14, 2011for the City Manager and all of the Municipal Court Judges.

RESOLUTION No. 12-055

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA PERTAINING TO STATE TRANSPORTATION FUNDING

WHEREAS, The Wichita City Council is in full support of the Governor's and Legislature's common goal of improving the economy of our state and creating more jobs for its citizens; and

WHEREAS, the Kansas House of Representatives has proposed a $350 million diversion of state transportation funding to finance the tax reform package in House Bill 2747; and

WHEREAS, several Wichita-area transportation projects, including critical improvements on US54 on the west and east sides of Wichita, would be delayed by the diversion of transportation funds; and

WHEREAS, the City of Wichita has used local tax revenue to fund more than $400 million of improvements on Kellogg over the past 25 years without state assistance; and

WHEREAS, a national site selection study ranks highway accessibility as the top criterion for businesses as they evaluate relocation opportunities; and

WHEREAS, diversion of state transportation funds would result in project delays, cost increases and the loss of economic development locally and statewide;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA THAT;

The Kansas House of Representatives be encouraged to reject the proposed diversion of transportation funding as it continues its search for meaningful tax reform.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this date March 6th, 2012.

_____

Carl Brewer, Mayor

Attest:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law and City Attorney

Agenda Item No. II-4a

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Step Up for SIDS (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Lindsay Smith, SIDS Network of Kansas, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Step Up for SIDS May 5, 2012, 6:00 am – 2:00 pm

- Seventeenth Street, North Fairmount Street to Crosswalk.

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

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

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; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Amendment of Air Quality Program Grants (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approval of the amendment to the grant contract.

Background: Since 1972 the City has received grant funding from the Kansas Department of Health & Environment (KDHE) to operate the local air quality program. KDHE is funded in part through the Environmental Protection Agency (EPA) and the specific grant program is tracked by the EPA program grant number. Additional funding from the KDHE has been provided since 1994. Program objectives include inspection of air pollution sources, air monitoring for specified pollutants and toxic compounds, complaint investigations, voluntary vehicle emissions testing, and educational activities. This program, through contracts with KDHE, covers the City of Wichita and Sedgwick County.

Analysis: This amendment would separate the portion of the grant contract signed November, 17, 2011 containing the KDHE-EPA 103 grant. This is necessary to allow KDHE and the City of Wichita to enter into a separate contract that covers the KDHE-EPA 103 grant. All other areas of the existing contract would remain the same. State of Kansas Air Quality Fee Fund (KDHE grant) is used for inspection/investigation of permitted air pollution sources. KDHE-EPA 105 grant covers air quality related activities associated with the Kansas Air Quality Act and 2012 work plan as outlined in the grant contract.

Financial Considerations: Four staff positions are supported through the grants.

- KDHE-EPA 105 grant amount for State fiscal year (SFY) 2012 will be $121,441. Use of support staff time, office space and utilities are provided by the City of Wichita as a required 40% local match which is $80,960.
- KDHE grant amount for SFY 2012 will be $126,714. No local matching funds are required.

The grant total is $329,115 for SFY 2012 that began October 1, 2011.

Goal Impact: The KDHE grant supports the goals for Safe and Secure Communities.

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

Recommendation: It is recommended that the City Council approve renewal of the grants and authorize the necessary signatures.

Attachment: SFY 2012 Amendment to Grant Contract.

AMENDMENT to GRANT CONTRACT

BETWEEN

SECRETARY OF HEALTH AND ENVIRONMENT OF KANSAS

AND

CITY OF WICHITA, PUBLIC WORKS & UTILITIES DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

This amendment to the agreement between the Secretary of the Kansas Department of Health and Environment and City of Wichita, Public Works & Utilities Department, Division of Environmental Health (WDEH) hereby amends the contract signed by said parties on November 17, 2011.

Section I. Purpose and Financial Summary

The purpose of this amendment with the KDHE Local Agency contract period October 1, 2011 – September 30, 2012, is to remove the Federal 103 Grant funding in order to make the 103 Grant cycle coordinate with the 103 Grant funding period April 1, 2012 – March 31, 2013. The following table reflects the revised grant expenditures.

Revised Summary of Grant Expenditures by Fund

Federal 105 Grant[1] up to:	$121,441.00
WDEH 40% Match up to:	$80,960.00
State of Kansas Air Quality Fee Fund up to:	$126,714.00
Total Grant not to exceed:	$329,115.00
Total KDHE Reimbursement not to exceed:	$248,155.00

Summary of Grant Expenditures by Activity

Permitting, Compliance and Enforcement, Performance Testing, RATA Inspections, Planning, Emission Reduction Strategies, Blue Skyways, Public Education and Outreach, Local Priorities, and Program Maintenance	$209,23 7.00
Indirects	$119,878.00
Total Grant	**$329,115.00**

All references to Federal 103 Funds contained in Page 2, Section II, Numbers 2 & 4; Page 4, Section III, Number 1; Page 5, Section IV, Numbers 3 & 5 of the original contract will end on March 31, 2012.

All references in Appendix A, Local Agency Work Plan regarding Page Appendix A.8, Section VII Ambient Air Monitoring will be removed effective March 31, 2012 and will end March 31, 2012.

[1] From State of Kansas Allocation

Contract Administrators:

Kansas Department of Health and Environment – Linda Vandevord, 785-296-6423, 1000 SW Jackson, Ste. 310, Topeka, KS 66612-1366

City of Wichita, Public Works & Utilities Department, Division of Environmental Health – Don Henry, 316-268-4664, 1900 East 9th Street, Wichita, Kansas 67214

In WITNESS WHEREOF, the parties hereto have affixed their signatures.

By signing this agreement, the person below warrants that he or she has the authority to sign this document and to bind WDEH and the KDHE to its terms.

_____
Carl Brewer, Mayor
The City of Wichita, KS
By order of the City Council

Date: _____

Attest:

_____
Karen Sublett Date
City Clerk

Approved as to form:

_____
Gary E. Rebenstorf Date
Director of Law

_____
Dr. Robert Moser
Secretary
Kansas Department of Health and Environment

Date: _____

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Renewal of Air Quality Program Grants (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approval of the grant contract.

Background: Since 1972 the City has received grant funding from the Kansas Department of Health & Environment (KDHE) to operate the local air quality program. KDHE is funded in part through the Environmental Protection Agency (EPA) and the specific grant program is tracked by the EPA program grant number. Additional funding from the KDHE has been provided since 1994. Program objectives include inspection of air pollution sources, air monitoring for specified pollutants and toxic compounds, complaint investigations, voluntary vehicle emissions testing, and educational activities. This program, through contracts with KDHE, covers the City of Wichita and Sedgwick County.

Analysis: Historically three separate grants have allowed the Public Works & Utilities Department, Division of Environmental Health to provide comprehensive air quality services that address public health and environmental protection issues throughout the Wichita area. It has become necessary however, to separate the KDHE-EPA 103 portion of these grants from the others to allow KDHE to make grant payments that coincide with the Federal fiscal year (FFY) for the KDHE-EPA 103 grant which is now designated from April 1st through March 31st. KDHE-EPA 103 grant covers activities associated with the monitoring network which records data reflecting compliance with National Ambient Air Quality Standards. The City of Wichita and KDHE currently have a signed contract for the KDHE-EPA 103 grant which is now due to expire March 31, 2012. The amount, $36,380, will remain the same, the only change will be that the KDHE-EPA 103 grant will now be on a separate contract.

Financial Considerations: Four staff positions are partially supported through this grant. KDHE-EPA 103 grant amount for FFY 2013 will be $36,380. No local matching funds are required.

This grant total of $36,380.00 is for FFY 2013 beginning April 1, 2012 and ending March 31, 2013.

Goal Impact: The grants support the goals for Safe and Secure Communities.

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

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

Attachment: FFY 2013 Grant Contract.

GRANT CONTRACT

Between

SECRETARY OF HEALTH AND ENVIRONMENT OF KANSAS

And

CITY OF WICHITA, PUBLIC WORKS & UTILITIES DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

Section I – Purpose and Financial Summary

This contract is entered into between the Kansas Department of Health and Environment (KDHE) and the City of Wichita, Public Works & Utilities Department, Division of Environmental Health (WDEH). The purpose of this contract is to establish a formal partnership between WDEH and the KDHE to implement a portion of the Kansas Air Quality Act in the City of Wichita and Sedgwick County. This contract authorizes WDEH to provide air quality protection services specified in this agreement and the Environmental Program Work Plan for FFY 2013 EPA 103 (Appendix A), and defines the funding arrangements for such services which are to be provided. The contract period is from April 1, 2012 to March 31, 2013.

Summary of Grant Expenditures by Fund

Federal 103 Grant[1] up to:	$36,380.00
Total Grant not to exceed:	$36,380.00
Total KDHE Reimbursement not to exceed:	$36,380.00

Summary of Grant Expenditures by Activity

Ambient Air Monitoring	**$30,675.00**
Indirects	**$5,705.00**
Total Grant not to exceed	**$36,380.00**

Section II – Requirements – WDEH Agrees:

1. To perform the duties and tasks specified in the contract and FFY 2013 EPA 103 Work Plan, to implement the Kansas Air Quality Act and Kansas Air Quality Regulations, and to provide documentation of satisfactory completion of work.
2. To only use the Federal 103 money for air quality related activities associated with the Kansas Air Quality Act and FFY 2013 EPA 103 Work Plan which may be amended under the provisions of Section IV.4.
3. To participate in the implementation of the Kansas Air Quality Act and provide documentation of satisfactory progress toward meeting the objectives in accordance with the FFY 2013 EPA 103 Work Plan, as related to the Federal 103 Air Pollution Control performance goals. WDEH shall submit to the KDHE quarterly progress reports as specified in the FFY 2013 EPA 103 Work Plan, quarterly MBE/WBE verification on EPA Form 5700-52A – (5/96) for Federal 103 monies, quarterly Certified Expenditure Affidavit, and any other information that may be requested.
4. To obtain written approval in advance for the purchase of any item of equipment costing $5,000.00 or more, and for any subcontract. All purchases with contract funds shall be the property of WDEH upon termination of this contract. The purchase shall not be segmented or otherwise structured to avoid the $5,000.00 limit.
5. To retain financial aid and programmatic records, supporting documents and statistical records for five years from the date the final expenditure report is submitted. If litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues that arise from it. Upon written request from the KDHE (or authorized representative) or Kansas Legislative Post Audit, WDEH will allow access to any payroll records, supported by time and attendance records for employees, documents, and records necessary to certify compliance with the KDHE grant awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal grants and regulations.
6. To obtain an audit in accordance with the Federal Single Audit Act of 1984, and OMB Circular No. A-133, Audits of State and Local Governments, and Other Nonprofit Organizations, and to submit complete copy of the single agency audit report to the KDHE within 12 months after the end of the WDEH' fiscal year.
7. To comply with the Age Discrimination Act of 1975, Section 501 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments of 1972, Title IV of the Civil Rights Act of 1964 and further agrees not to exclude from participation in, or deny the benefits of services to any person on the basis of race, color, gender, sexual orientation, gender identity, religion, national origin, ancestry, age, military or veteran status or disability status; with the Recipient Certification requirements of the Drug-Free Workplace Act of 1988; and with the Federal Anti-Lobbying Act of 1990.
8. To comply with all EPA grant regulations located under Title 40 of the Code of Federal Regulations (CFR), Part 31, as published as of the date of this agreement, and to specifically adhere to the "Fair-Share" policy to solicit Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) when contracting for goods or services. The specific steps to comply with this requirement are stated in 40 CFR 31.36(e) as in effect on July 1, 2004 (See Appendix B).
9. WDEH and any prospective participants shall fully comply with Subpart C of 40 CFR Part 32, as published as of the date of the agreement, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring the inclusion of a similar term or condition in a subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40

CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment (See Appendix B).

10. WDEH agrees that its employees will adhere to ethical standards as established in K.S.A. 46-215, *et seq*, and shall apply these standards to all aspects of performance during the term of this agreement.
    a. The term *"making of a contract"* as used in K.S.A. 46-233 shall include all activities connected to the making of a contract, regulating, inspecting, enforcement or any other such activity as required in the official function and furtherance of duties and obligations set forth in this agreement.
    b. For the purpose of this agreement the meaning of "*state employee*" shall be considered as those WDEH employees connected with the Air Quality Department.
    c. Protection of "*privileged information*" shall include information disclosed from the KDHE – BOA to WDEH that is required to perform any action described in sub-section (a.) above. Public or private disclosure of any such information is expressly prohibited.
11. WDEH agrees that all records are to be returned to KDHE within 60 days of termination of any Work Plan activity or the entire contract.

Section III – KDHE Agrees:

1. To make payments, not to exceed $36,380.00 from the Federal 103 fund to WDEH for conducting the KDHE Air Quality Program as authorized in the FFY 2013 EPA 103 Work Plan (See Appendix A).
2. BOA will seek input from WDEH on issues governed by this contract prior to making decisions or taking actions that will affect the WDEH Air Quality Program.
3. To work with WDEH and other local partners to: establish and annually update strategic goals, objectives and strategies for reducing emissions and improving air quality.

Section IV – Other Terms and Conditions - It is mutually agreed:

1. WDEH will request reimbursement within 30 days of the end of each quarter. The KDHE shall provide reimbursement in accordance with the "Kansas Prompt Payment Act" (K.S.A. 75-6401 through 75-6407), upon receipt of satisfactory progress reports, MBE/WBE verification, and quarterly Certified Expenditure Affidavit.
2. That this agreement may be canceled by either party upon 30 days written notice to the other party, except that the KDHE may cancel this agreement without such notice in the event of loss of funding. Funding of this agreement is contingent upon the availability of funds in the Air Quality Fee Fund, receipt of federal funds from the U.S. Environmental Protection Agency (EPA), and availability of funds in the State Treasury. This contract, including Work Plan, may be amended in writing when duly executed by both parties. The contract is subject to a pro-rata reduction contingent upon the amount of reduction of federal grant dollars allocated to the KDHE - BOA.
3. That the provisions found in Contractual Provisions Appendix E (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

Contract Administrators:

Kansas Department of Health and Environment – Linda Vandevord, 785-296-6423, 1000 SW Jackson, Ste. 310, Topeka, KS 66612-1366

City of Wichita, Public Works & Utilities Department, Division of Environmental Health – Don Henry, 316-268-4664, 1900 East 9th Street, Wichita, Kansas 67214

In WITNESS WHEREOF, the parties hereto have affixed their signatures.

By signing this agreement, the person below warrants that he or she has the authority to sign this document and to bind WDEH and the KDHE to its terms.

_____

Carl Brewer, Mayor
The City of Wichita, KS
By order of the City Council

Date: _____

Attest:

_____

Karen Sublett Date
City Clerk

Approved as to form:

_____

Gary E. Rebenstorf Date
Director of Law

_____

Dr. Robert Moser
Secretary
Kansas Department of Health and Environment

Date: _____

APPENDIX A
LOCAL AGENCY WORK PLAN
For
CITY OF WICHITA, PUBLIC WORKS & UTILITIES DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH
FFY 2013 EPA 103
Contract Period April 1, 2012 – March 31, 2013

The Bureau of Air (BOA), on behalf of the Kansas Department of Health and Environment (KDHE), and the City of Wichita, Public Works & Utilities Department, Division of Environmental Health (WDEH) hereby agrees to comply with the cooperative intent of the Clean Air Act within the City of Wichita and Sedgwick County as follows:

I. Contacts

Issue/Activity	Primary State Contact	Phone #	Primary WDEH Contact	Phone #
General				
General Administrative Duties	Rick Brunetti	785-296-1551	Randy Owen and Don Henry	316-268-8351
Monitoring				
Administrative Issues	Tom Gross	785-296-1692	Randy Owen, Don Henry	316-268-8353
Network design/configuration	Doug Watson	785-296-0910	Randy Owen	316-268-8353
General Operation and Maintenance	Gary Ficklin	785-296-1554	Randy Owen	316-268-8353
Sample or data submission	Mike Martin	785-296-1571	Randy Owen	316-268-8353
Data Issues	Doug Watson	785-296-0910	Randy Owen	316-268-8353

II. Ambient Air Monitoring

A. Requirements

1. WDEH will operate the National Air Monitoring Stations (NAMS), State/Local Air Monitoring Stations (SLAMS), and Special Purpose Monitors (SPM) and make timely submittal of all samples and data in accordance with procedures presented in the following documents:
   - 40 CFR Part 58,
   - State of Kansas Implementation Plan for Attainment and Maintenance of NAAQS, Sec. E – Monitoring Plan,
   - Kansas Ambient Air Monitoring Quality Assurance Program/Project Plans (QAPPs) and associated standard operating procedures (SOPs), and,
   - Instrument Operator's Manuals.
2. WDEH agrees to provide monitoring field support to BOA in responding to natural disasters or other emergency situations.

B. General

1. Operation: WDEH will make regularly scheduled site visits, and additional site visits as necessary for maintenance, repairs, and QA/QC activities. Document all site visits and activities, and maintain required records and logs.
2. Maintenance: WDEH will perform minor repairs or secure repair service from manufacturer as needed, and coordinate more difficult problems with BOA field staff. Notify BOA by the next working day that an ambient air monitor is down

due to equipment failure and provide estimated down time for repairs. Document all maintenance and repair activities, and maintain required records and logs.

C. $PM_{2.5}$ FRMs

1. WDEH will retrieve/change, prepare, and ship $PM_{2.5}$ filter elements (including field blanks) to contract laboratory on schedule. Collect field blank after every tenth routine sample. Download/record, review, and transmit required data from samplers.
2. WDEH will perform monthly verifications (temperature, pressure, leak check, flow rate). Change impactors after every five sampler runs. Perform annual calibrations.

D. $PM_{2.5}$ Speciation

1. WDEH will retrieve/change, prepare, and ship filter cassettes to laboratory on schedule. Submit field blanks and trip blanks to laboratory. Download/record, review, and transmit required data from speciation sampler.
2. WDEH will perform monthly verifications (date and time, temperature, pressure, leak check, flow chart) and annual calibrations.

E. Review and Submission of Data

1. WDEH will transmit $PM_{2.5}$ sampler data to BOA prior to the 7th of the following month. Submit data quality report by the 15th of the following month.
2. WDEH will quarterly: collect a minimum of 85% complete and valid samples and data from at least 90% of SLAMS and NAMS continuous pollutant monitors (including TEOMs). Collect a minimum of 75% complete and valid samples and data from at least 90% of SLAMS and NAMS particulate matter samplers (HiVol PM_{10} and Sequential $PM_{2.5}$).

F. Other Monitoring Projects Sumner County (Peck Community Center) $PM_{2.5}$

1. WDEH will operate and maintain the existing $PM_{2.5}$ sampler at the Peck Community Center in Sumner County in the manner described above.

G. Reporting and Funding

1. WDEH will provide quarterly updates on the progress of the Ambient Air Monitoring activities.

2. Schedule

Monitoring	Number
$PM_{2.5}$ – Regular	3
$PM_{2.5}$ – Colo	1
Speciation 1/6	1
Peck $PM_{2.5}$ Regular	1
Total	**6**

3. Quarterly Reporting Requirements

1st Quarter (4/01/12 – 6/30/12)	**2nd Quarter (7/1/12 – 9/30/12)**	**3rd Quarter (10/1/12 – 12/31/12)**	**4th Quarter (1/1/13 - 3/31/13)**

III. Indirect Costs

A. WDEH & BOA agree to an indirect costs associated with this contract of 18.6% of the total account reimbursed by BOA.

B. Quarterly Reporting Requirements

1st Quarter (4/01/12 – 6/30/12)	**2nd Quarter (7/1/12 – 9/30/12)**	**3rd Quarter (10/1/12 – 12/31/12)**	**4th Quarter (1/1/13 - 3/31/13)**

Appendix B

Subject:

Grant Administration – Procurement Requirements
Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Vendor Debarment

Purpose:

To assist local government grantees in complying with Title 40 of the Code of Federal Regulations (CFR), Part 31 and 32 requirements for product or service procurement.

Narrative:

The KDHE fully supports and requires compliance with all Federal and State legislation requiring fair and open competition for product or service procurement. As a requirement for continued grant funding all grantees agree to adhere to and abide by the regulations that pertain to this matter. This appendix is intended to be a resource to grantees so that they may easily locate the information and instructions they may need to comply with this regulation.

NOTE: The following information is provided as a resource only and is in no way represented to be complete. Use of local or regional databases available from chambers of commerce or business alliances is strongly encouraged.

- EPA Form 5700/52A (5/96) - Online:
  http://www.epa.gov/ogd/forms/forms.htm

- EPA Laws & Regulations – Online:
  http://www.epa.gov/lawsregs/

- **Online database resources for identifying MBE/WBE:**

  Kansas Department of Commerce/Kansas Department of Transportation
  http://www.ksdot.org/divadmin/civilrights/

  Minority Business Development Agency – "Phoenix Database Online":
  http://www.mbda.gov/

- **Excluded Parties List System at http://epls.arnet.gov**

  Supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

APPENDIX C

CONFIDENTIALITY AGREEMENT BETWEEN KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND CITY OF WICHITA, PUBLIC WORKS AND UTILITIES, DIVISION OF ENVIRONMENTAL HEALTH

The Kansas Department of Health and Environment ("KDHE") is engaged in a contract for services with the City of Wichita, Public Works and Utilities, Division of Environmental Health ("**WDEH**").

The KDHE believes that information that may be exchanged during the contract period to which this Confidentiality Agreement pertains should not be subject to public disclosure. Some records or information are compiled for enforcement purposes, the production of which could reasonably be expected to interfere with the KDHE enforcement proceedings.

The KDHE and **WDEH** agree that maintaining the confidentiality of all information documents will facilitate frank and productive discussion and the free exchange of information, necessary for the successful completion of said contract.

The KDHE and **WDEH** have a common interest in maintaining air quality standards, and wish to work together to protect their common interest by communicating in confidence about claims, evidence, settlement strategies or any other subjects pertaining to the performance of and completion of the contract.

The KDHE and **WDEH** (Parties) hereby agree as follows:

1. Confidentiality. Except as expressly provided herein, all discussions among and between the Parties, as well as all non-public documents prepared for or used during the term of this contract (collectively, "Contract Information"), shall be kept confidential and not disclosed to third persons. Contract Information includes: (a) any oral or written communications; (b) technical or financial information; (c) draft documents; (d) standardized forms or memorandum and (e) any other document or oral communication pertaining to the Parties' and performance of the contract, whether disclosed prior to or subsequent to the date of this Confidential Agreement.

2. Non-Waiver. By exchanging documents and communications with another party or parties, the Parties do not waive any privilege, immunity, or other basis for confidentiality that otherwise applies to these documents and communications, and such exchange will not render discoverable documents or information that is otherwise confidential, privileged, inadmissible or non-discoverable. The fact that a party references, discusses, or produces documents or information will not render otherwise discoverable documents or information confidential, privileged, non-discoverable or inadmissible.

3. Compelled Disclosure. Nothing in this Confidentiality Agreement shall be construed to prejudice or limit the right of any Party to disclose documents if compelled to do so by state law or under any applicable state or federal public information disclosure law provided, however, that the Party required to disclose any Contract Information shall identify it as confidential, and if disclosed to a court, shall submit it under seal. Nothing in this Confidentiality Agreement shall be construed to preclude the Parties from using otherwise discoverable Contract Information in any future litigation.

4. Inadvertent Disclosure. Any disclosure by a Party that is inconsistent with this Confidentiality Agreement, whether such disclosure may have occurred prior to or following the execution of this Confidentiality Agreement, shall not waive the confidentiality of such documents or communications.

5. Subsequent Actions. Nothing in this Agreement shall prejudice or limit the right of the KDHE to take any action pursuant to any other statute or rule, both federal and state, to enforce the laws of the State to protect the public health, safety, or welfare of the environment.

6. Applicability. The requirements of this Confidentiality Agreement apply to the Parties and their affiliates, and their officers, directors, and employees, and any attorneys or consultants in possession of documents or information pertaining to the contract.

7. Termination. Any Party may terminate its participation in this Confidentiality Agreement by providing thirty days prior written notice to the other parties. However, the provisions of this agreement, including the confidentiality requirements of paragraph 1, shall survive termination of this Confidentiality Agreement and continue to apply to all documents and communications exchanged prior to or during the pendency of this Confidentiality Agreement. The termination of this Confidentiality Agreement shall be construed as termination of the contract to which it is attached and all payments for services will cease concurrent with the date of termination.

8. Modification of Agreement. All provisions of this Agreement may be modified by unanimous written consent of the Parties.

APPENDIX D

City of Wichita
CODE OF ETHICS

1 - PURPOSE

The purpose of this Code is to establish guidelines for ethical conduct that govern City employees in performing their duties. All City employees are covered by this Code.
City employees must subscribe to this Code, understand its meaning, and follow it.

Ethics inquiries are considered "personnel issues" and are protected from mandatory disclosure by the Kansas Open Records Act.

Nothing in this Code, creates any right to employment with the City.

2 - DEFINITIONS

Employee -- Any person employed by the City, full or part time. Elected officials, persons serving on City boards or commissions, and volunteers are not included in this definition.

Ethics Advisor – The person in each department, appointed by the Department Director, who is the liaison with the Human Resources Department regarding ethics issues. Responsibilities include:

- facilitating the complaint process
- answering questions regarding ethics and this Code
- training employees on ethical guidelines

Ethics Officer -- The City's Ethics Officer is the Human Resources Director, who is responsible for processing complaints. Responsibilities include:

- providing decision-making guidance to employees
- interpreting policy, and providing ethics advice
- reporting possible criminal activity to appropriate enforcement authorities

3 - THE CODE

The City of Wichita's Code of Ethics outlines expected behaviors for employees. The City will conduct its business fairly, impartially, in an ethical manner, and in full compliance with all applicable laws, policies and regulations. Employees will not engage in conduct that raises questions about the City's honesty, impartiality and reputation, or otherwise causes embarrassment to the City.

The following ethical standards are examples, not meant to cover all possible situations:

A. I am ethical in all activities.

- I put the public's interest above my own.
- I do not allow personal biases to dictate my job behavior.
- I make impartial decisions, free of bribes, unlawful gifts, and personal interests.
- I do not make work decisions based on any personal relationship.
- I admit when I am wrong and try to remedy the situation.
- I use my official title only when conducting City business.
- I avoid exceeding, or appearing to exceed, my authority.
- I do not improperly use or permit the improper use of confidential information.
- I do not behave in ways that could embarrass the City.

B. I am financially responsible.

- I manage City resources entrusted to me in a prudent and responsible manner.
- I do not misuse public funds for personal gain or for unintended purposes.
- I report any improper behavior regarding City resources as specified in this Code.

C. I use public property properly.

- I use City vehicles only for official City business, according to my department's guidelines.
- I do not use a City purchasing card for personal use.
- I do not show favoritism in allowing the use of public property.
- I do not grant the use of public property for political or commercial uses. (Non-profit charitable use must be approved by management at the Department Director or higher level.)
- I do not falsify, or inappropriately destroy, reports or records.

D. I follow appropriate practices regarding gifts.

- I do not use my official position to solicit gifts, donations, discounts or services for personal gain, or where the circumstances involved with the gift, donation, discount or service give even the appearance of unfair influence.
- If a gift, donation, discount or service is offered to me, I do not accept it if I believe or it appears that the item offered could influence my behavior in favor of the person or organization offering it. An occasional non-monetary item of nominal value is not considered a "gift," such as food at a reception generally open to employees or the public, as long as it does not present any appearance of a conflict of interest. "Nominal value" means $100 or less on any occasion or in total from one person or organization during a consecutive twelve-month period.
- If I receive a gift (such as food, seasonal decorations, etc.) from vendors or City business partners, I make it available to my work group.
- I do not accept travel, meals, or refreshments from persons doing business with the City, unless the refreshments or meals are furnished as an incidental part of my appearance at a public event in an official capacity, as hospitality extended for a purpose unrelated to the City's official business, or if travel, meals and lodging are provided in connection with teaching, a speaking engagement, participation on a professional or civic panel, or conference attendance in an official capacity.
- If my work group or I give a gift to a vendor in recognition of good service, the value will be less than $25.

E. I set an example for ethical behavior.

- I inform my department's Ethics Advisor, or the Ethics Officer, if I personally witness a violation of this Code.
- I do not pressure others to break this Code or any other rules, regulations or policies.
- I understand that if I have questions or concerns regarding this Code, I will ask my supervisor or my department's Ethics Advisor.

4 - COMPLIANCE WITH THIS CODE

Employees are responsible for understanding and following this Code, and are expected to perform their work with honesty and integrity in any areas not specifically addressed. A violation of this Code may result in disciplinary action, up to and including termination.

The City Manager is responsible for the final interpretation of this Code. The City Manager may amend this Code.

5 - DISCIPLINARY ACTIONS

The Code of Ethics will be strictly enforced, and City employees found to be in violation will be promptly disciplined, in compliance with the City's Human Resources Policy or the appropriate bargaining unit memorandum of understanding.

6 - REPORTING SUSPECTED NON-COMPLIANCE

Who May Report?
Any City employee, plus elected officials, may file a complaint alleging unethical conduct.

Duty to Report Employees must promptly report any suspected violations of this Code. If an employee suspects a violation of applicable laws, rules or regulations by any employee, he/she will report it to the department's Ethics Advisor or directly to the Ethics Officer.

The City encourages employees to identify themselves when reporting suspected violations because this will better enable the City to investigate. However, the City recognizes that employees may want to remain anonymous. The employee must still include enough information so that an investigation can be conducted. Information must include the names of the individual(s) involved, and the actions believed to violate this Code.

7- FALSE REPORTS

The City recognizes that false accusations can have serious effects on innocent individuals. False accusations occur when an employee fabricates an incident. An employee who deliberately makes false accusations will be subject to the same disciplinary actions noted in Section 5.. "No-cause" or "questionable-cause" findings do not constitute false accusations.

8 - DECLARING A POSSIBLE CONFLICT OF INTEREST

City employees are subject to the governmental ethics requirements of the Kansas Conflict of Interest Act and City Code provisions regarding conflict of interest. These cover situations in which an employee and/or an employee's spouse have a "substantial interest" (as defined by the Act) in a "business" (as defined by the Act), and the employee and/or spouse are in a position to exercise power or authority or perform a duty that affects that business.

Employees must be sensitive to any relationship that has or may have a connection to City business, or the appearance of such a connection. This includes influencing others to make decisions that could have direct financial impact on themselves, a family member, personal relationship, or business entity with which the employee, a family member or person affiliated in some other way is involved.

Employees who believe they may have a conflict of interest based on this guideline, will inform their Ethics Advisor or the Ethics Officer, who will review the situation and make a determination regarding the presence of a conflict. If a conflict of interest exists, the employee will file the Employee Conflict of Interest Statement with his/her department, the Human Resources department, and the City Clerk, as required by statute.

9 - INVESTIGATION PROCEDURES

The City will investigate all reports of suspected violations of this Code, including anonymous reports, to the extent possible. Employees will cooperate in these investigations.

Procedure for Resolving Ethics Complaints

The complainant must complete and submit a complaint form to City's Ethics Officer within three months of the alleged occurrence.

The Ethics Officer will, within 15 business days, conduct a confidential investigation.

At the end of the investigation, the Ethics Officer will notify the complainant that the matter has been addressed. The Ethics Officer will notify the accused employee and his/her Department Director of the decision and remedies.

Investigation and prosecution of potential criminal activity will proceed independently and be conducted by the appropriate officials.

10 - CONFIDENTIALITY AND WHISTLE-BLOWER PROTECTION

Confidentiality No City employee will disclose the identity of anyone who reports a suspected violation or who participates in a related investigation, unless such disclosure is required by law, regulation or legal process.

Records regarding complaints will be filed in the Human Resources Department and remain confidential.

Protection Against Retaliation It is a violation of this Code to retaliate in any form against an individual who, in good faith, reports a violation of this Code, or assists in the investigation of a reported violation. An employee who retaliates will be subject to disciplinary action, up to and including termination.

11 - COMMUNICATION OF THIS CODE

This Code will be reviewed with new employees during orientation in Human Resources. A signed acknowledgement of the review and receipt of the Code will be retained in each employee's file.

APPENDIX A

Warning Signs of an Ethical Problem

Below is a sample of phrases that may signal an ethical problem.

- “No one will ever know.”
- “I can still be objective.”
- “I deserve it.”
- “They owe it to me.”
- “Let’s keep this under our hats.”
- “Oh, don’t be such a prude.”
- “They’ll never miss it.”
- “They had it coming.”
- “I’m just fighting fire with fire.”
- “I’ll return it when I’m finished.”
- “Don’t tell me. I don’t want to know.”
- “It’s OK if I don’t gain personally.”
- “I’m just doing what I’m told.”
- “Technically, it’s legal.”
- “Everybody does it.”
- “It’s our department’s way of doing business.”
- “This won’t affect my work.”

State of Kansas
Department of Administration
DA-146a (Rev. 10-11)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for

employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds

provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Agenda Item No. II-6a

CITY OF WICHITA
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 10525 West 21st Street North for the 21st Street North and Maize Intersection Improvement Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 20, 2011, the City Council approved the design concept to improve the intersection at 21st Street North and Maize. The project will provide dual left turn lanes at all four approaches as well as improvements to sidewalks, drainage and paving. The project will require the acquisition of two tracts. One of the tracts is a 2.68 acre commercially zoned site. The site is currently in the process of being redeveloped. The project requires 1,080 square feet from the east edge of the site.

Analysis: The parcel was appraised at $8,100 ($7.50 per square foot). This amount was offered to the owner and accepted.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $8,600 is requested. This includes $8,100 for the acquisitions and $500 for title work, surveys, closing costs, and other administrative fees.

Goal Impact: The acquisition of these parcels is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate purchase agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement, aerial, and tract map.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2012 by and between NW Centre, LLC, or assigns hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

> A Right-of-way Acquisition described that part of Lot 4, Pearson Farms 3rd Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the most easterly southeast corner of said Lot 4; thence westerly along the south line of said Lot 4, 18.00 feet, more or less, to a point 68.00 feet normally distant west of the east line of the Northeast Quarter of Section 7, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence northerly parallel with the east line of said Northeast Quarter, 60.02 feet to a point on a lot line common to said Lot 4 and Lot 5 in said Pearson Farms 3rd Addition, said common lot line also being the south line of said Lot 5; thence easterly along the lot line common to said Lots 4 an 5, 18.00 feet , more or less, to the most easterly corner common to said Lots 4 and 5; thence southerly along the east line of said Lot 4, 60.02 feet to the point of beginning.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to the Buyer of the above-described tract the sum of Eight Thousand One Hundred Dollars and No/100 ($8,100) in the manner following, to-wit: cash at closing.

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

4. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before March 31, 2012.

5. Taxes shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year.

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

7. Possession to be given to Buyer at closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by

Buyer. Buyer will pay 100% closing costs.

9. The parties covenant and agree that, except for referenced elsewhere herein, each is solely responsible for the payment of any technical or other professional services relating to the execution and performance of this Contract incurred by such party.

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

SELLER:
NW Centre LLC

_____

BUYER:
By Direction of the City Council

_____
Carl Brewer, Mayor

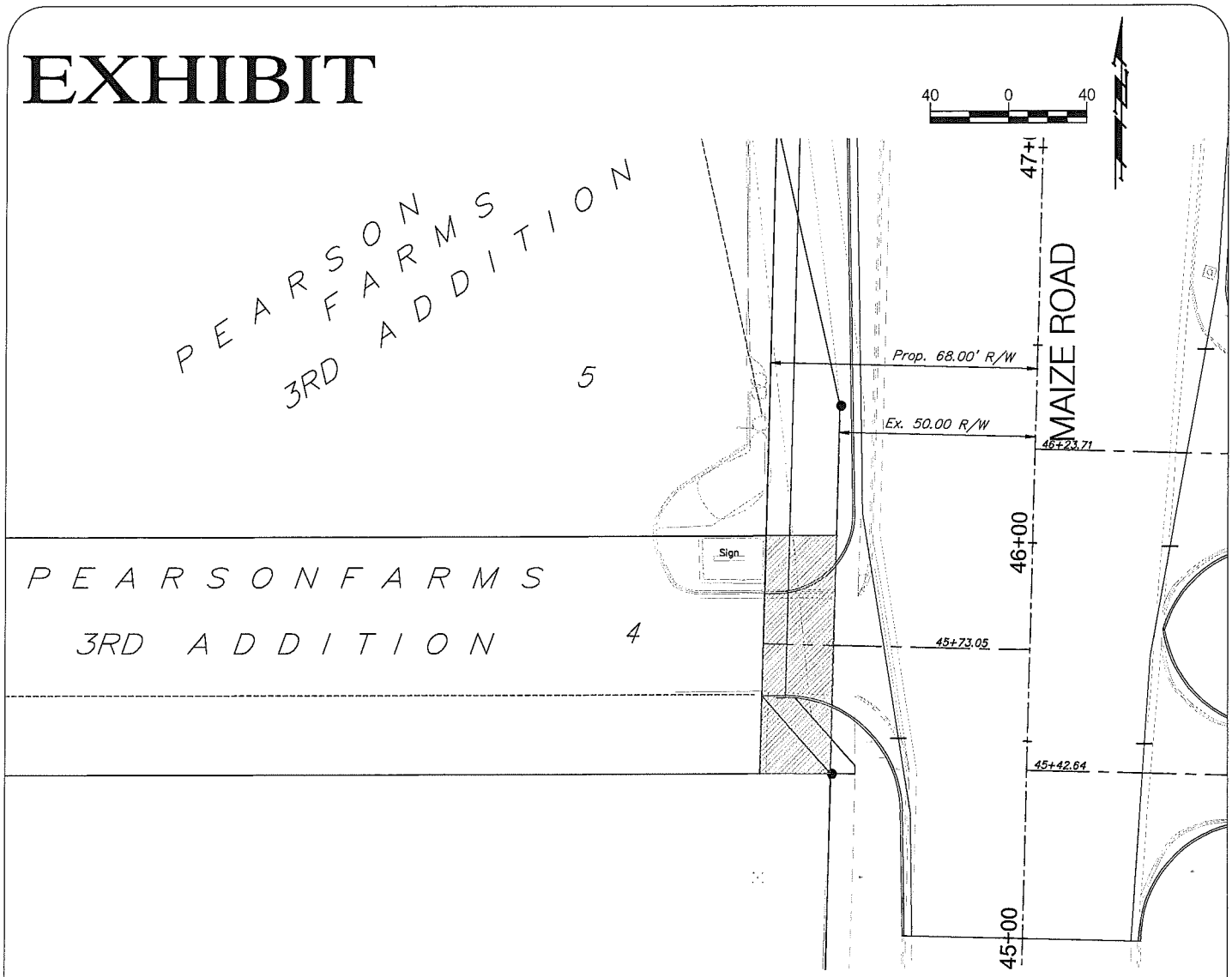
ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

EXHIBIT



LEGAL DESCRIPTION:

PEARSON FARMS 3RD LOT 4 DEDICATION

That part of Lot 4, Pearson Farms 3rd Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the most easterly southeast corner of said Lot 4; thence westerly along the south line of said Lot 4, 18.00 feet, more or less, to a point 68.00 feet normally distant west of the east line of the Northeast Quarter of Section 7, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence northerly parallel with the east line of said Northeast Quarter, 60.02 feet to a point on a lot line common to said Lot 4 and
Lot 5 in said Pearson Farms 3rd Addition, said common lot line also being the south line of said Lot 5; thence easterly along the lot line common to said Lots 4 and 5, 18.00 feet, more or less, to the most easterly corner common to said Lots 4 and 5; thence southerly along the east line of said Lot 4, 60.02 feet to the point of beginning.

November 2011

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

10525 West 21st North

- Identified Features
- Property Parcels
- Roads
  - State Highway
  - US Federal Highway
  - Interstate
  - KTA
  - Arterial
  - Collector
  - Minor
  - Ramp
- Railroads
- Quarter Section
- Waterways
- Streams
- Parks
- Airports
- SDERASTER.SDEDATA.ORTHO1FT
- SDERASTER.SDEDATA.ORTHO
- City Limits
  - Andale
  - Bel Aire
  - Bentley
  - Cheney
  - Clearwater
  - Colwich
  - Derby
  - Eastborough
  - Garden Plain
  - Goddard
  - Haysville
  - Kechi
  - Maize
  - Mount Hope

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
March 6, 2012

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Vacant Land in the 4300 Block of North Seneca for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. The vacant tract of land located in the 4300 block of North Seneca is impacted by the project. It is necessary to procure access to the levee across the eastern fifteen feet of the subject property. The property consists of 12.37 acres and has a perimeter fence. The fence is outside of the 2,887 square foot acquisition area.

Analysis: The owner accepted the appraised offer of $600 ($0.20 per square foot).

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $1,100 is requested. This includes $600 for the acquisition and $500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement, aerial map, and tract map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 20th day of February, 2012 by and between Harbor Properties, L.L.C., a Kansas Limited Liability Company, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer, by a perpetual easement for road right-of-way, the following described real property, situated in Sedgwick County, Kansas, to-wit:

   Attached as Exhibit A

2. The Buyer hereby agrees to purchase and pay as consideration for the conveyance Six Hundred ~~Fifty~~ Dollars ($600).

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

4. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before February 24, 2012.

5. Possession to be given to Buyer at closing.

6. Closing costs shall be paid 100% by Buyer and 0% by Seller.

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

SELLER:

Harbor Properties, L.L.C., a Kansas Limited Liability Company:

Brad C Bachman, Member _____

BUYER:
By Direction of the City Council

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E Rebenstorf, Director of Law

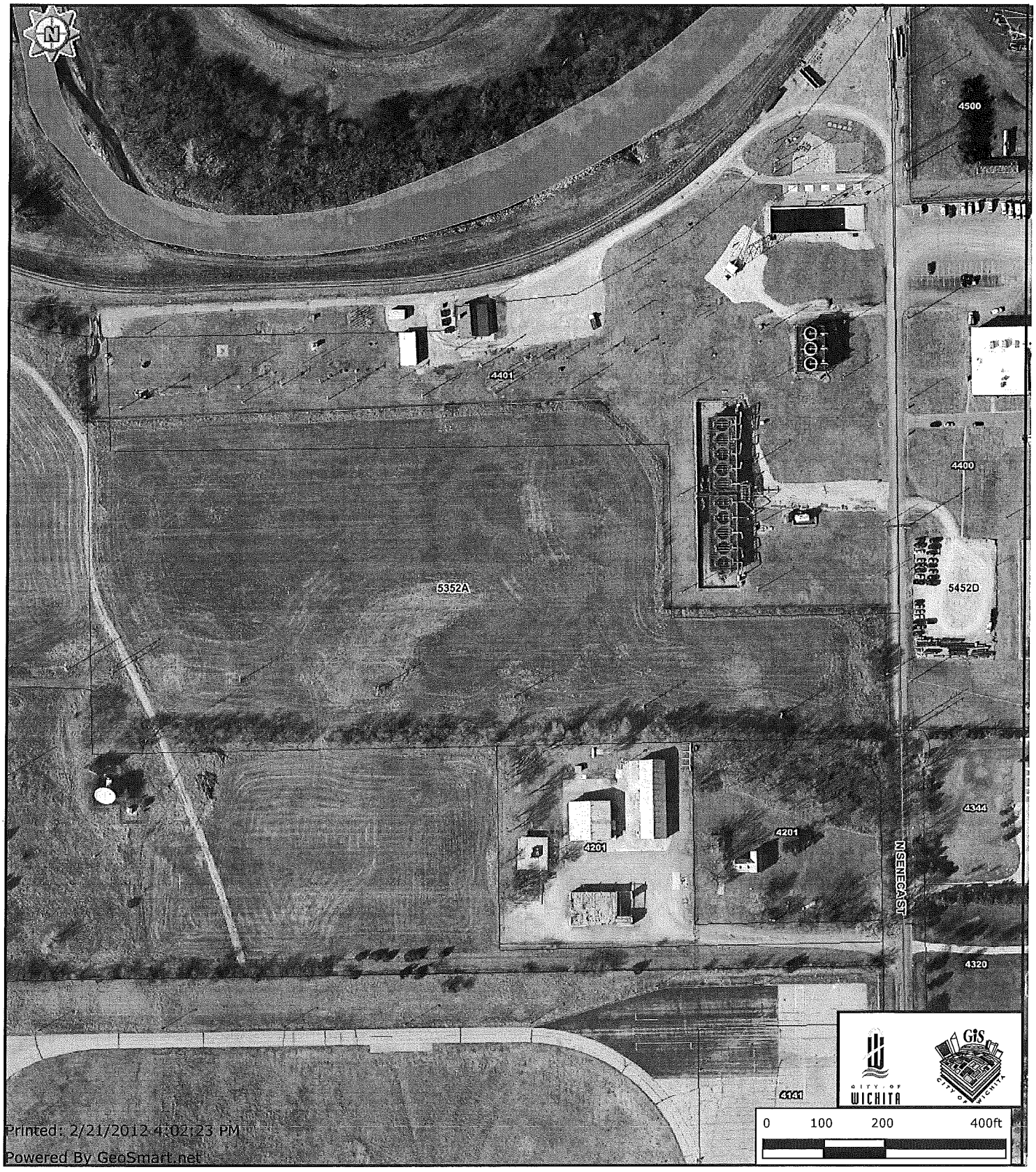
EXHIBIT A

A tract of land in that part of Government Lots 1, 3, and 4, located in the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, more particularly described as: Beginning at the Northwest corner of Government Lot 1 in the Northeast Quarter of Section 30, Township 26 South, Range 1 East, thence South along the West line of said Northeast Quarter 74 rods, thence East along the South line of the North 74 rods of the said Northeast Quarter to a point 104.57 feet North of the Southwest corner of Government Lot 3 in the said Northeast Quarter, thence South 104.57 feet to the Southwest corner of the said Government Lot 3, thence East along the North line of KPTS Addition to Wichita, Sedgwick County, Kansas and the North line of Acesco Addition, Wichita, Sedgwick County, Kansas to the East line of said Northeast Quarter, thence North along the East line of the said Northeast Quarter, 200 feet, thence West 370 feet, thence North 280 feet, thence West 910 feet, thence North to the South line of the Chisholm Creek Diversion, Condemnation Case A-39338, thence Westerly and Northwesterly along the South line of the said Chisholm Creek Diversion to the North line of said Northeast Quarter; thence West along the North line of said Northeast Quarter to the point of beginning, except that portion platter as South Harbor Addition DESCRIBED AS:

A portion of Government Lot 3, located in the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas more particularly described as BEGINNING at the Northeast corner of Acesco Addition, Wichita, Sedgwick County, Kansas; thence N01°01′49″W, along the East line of said Northeast Quarter, 200 feet; thence S89°42′49″W, 13.83 feet; thence S00°40′54″E, 199.99 feet, to a point on the North line of said Acesco Addition; thence N89°42′49″E, along the North line of said Acesco Addition, 15.05 feet to the point of beginning.

Said taking contains 2,887.2 square feet, more or less, or 0.066 acres.

4300 Block N Seneca



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

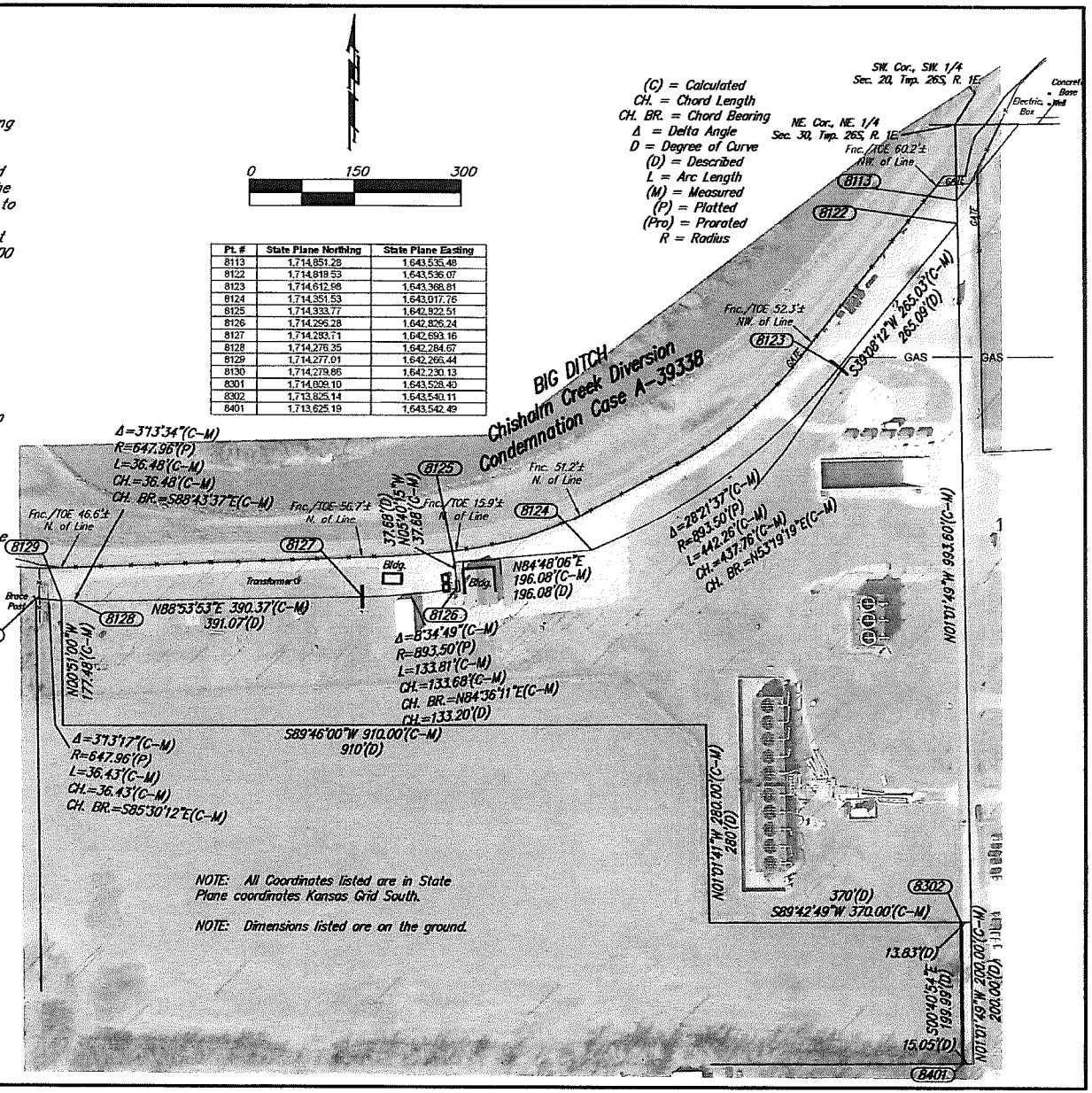
Harbor Properties, L.L.C. Tract "84" (Key # A-00340-01UP):

All that part of Government Lot 1, 3, and 4, located in the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas more particularly described as: Beginning at the Northwest corner of Government Lot 1 in the Northeast Quarter of Section 30, Township 26 South, Range 1 East, thence South along the West line of said Northeast Quarter, 74 rods, thence East along the South line of the North 74 rods of the said Northeast Quarter to a point 104.57 feet North of the Southwest corner of Government Lot 3 in the said Northeast Quarter, thence South 104.57 feet to the Southwest corner of the said Government Lot 3, thence East along the North line of KPTS Addition to Wichita, Sedgwick County, Kansas and the North line of Acesco Addition, Wichita, Kansas, Sedgwick County, Kansas to the East line of said Northeast Quarter, thence North along the East line of the said Northeast Quarter, 200 feet, thence West 370 feet, thence North 280 feet, thence West 910 feet, thence North to the South line of the Chisholm Creek Diversion, Condemnation Case A-39338, thence Westerly and Northwesterly along the South line of the said Chisholm Creek Diversion to the North line of said Northeast Quarter; thence West along the North line of said Northeast Quarter to the point of beginning, except that portion platted as South Harbor Addition.

ADDITIONAL TAKING DESCRIPTION:
A portion of Government Lot 3, located in the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas more particularly described as beginning at the northeast corner of Acesco Addition, Wichita, Kansas sedgwick County, Kansas; thence N01°01'49"W, along the east line of said Northeast Quarter, 200.00 feet; thence S89°42'49"W, 13.83 feet; thence S00°40'54"E, 199.99 feet, to a point on the north line of said Acesco Addition; thence N89°42'49"E, along the north line of said Acesco Addition, 15.05 feet to the point of beginning.

Additional taking contains 2,887.2 square feet, or 0.066 Acres.

PRESTON A. STEWART
LICENSED
LS-1386
8-17-11
KANSAS
LAND SURVEYOR



Pt. #	State Plane Northing	State Plane Easting
8113	1,714,851.28	1,643,535.48
8122	1,714,818.53	1,643,536.07
8123	1,714,612.98	1,643,368.81
8124	1,714,351.53	1,643,017.76
8125	1,714,333.77	1,642,922.51
8126	1,714,296.28	1,642,826.24
8127	1,714,283.71	1,642,693.16
8128	1,714,276.35	1,642,284.67
8129	1,714,277.01	1,642,266.44
8130	1,714,279.86	1,642,230.13
8301	1,714,809.10	1,643,528.40
8302	1,713,825.14	1,643,540.11
8401	1,713,625.19	1,643,542.49

NOTE: All Coordinates listed are in State Plane coordinates Kansas Grid South.

NOTE: Dimensions listed are on the ground.

Baughman

Tract #84 - Exhibit
Portion NE 30, Twp. 26S, R.1E.
Sedgwick County, Kansas

Baughman Company, P.A. 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

REVISIONS	APPROVED	DRAWN
	PAS	PAS
	SCALE 1"=60'	DATE Augustj 17, 2011

E:|Projects|WVCFLS_10-07-P687|Tract_84.dwg 10-07-P687

Agenda Item No. II-6c

CITY OF WICHITA
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Acquisition of Property at North Bayshore Drive and I-235 for the I-235 Floodway Crossing/13th Street Interchange Project (Districts V and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 1, 2011, the City Council approved the design concept to construct an interchange at I-235 and 13th Street North and associated street improvements. On May 24, 2011, the City Council approved funding to complete project design and provide funding for right-of-way acquisition. The improvements include relocating Hoover Road and developing a partial interchange for 13th Street North and I-235. The project will require the acquisition of all or part of 23 tracts. One of the tracts required in its entirety is a 43,017 square foot parcel located immediately north of the Sandpiper Bay development. The tract is zoned for multifamily development and is currently undeveloped.

Analysis: The parcel was appraised at $51,600 ($1.20 per square foot). The owner rejected the offer and provided evidence that the property was suitable for development as a self storage facility. Based on this use, the property appraised for $108,000. The owner has accepted a negotiated value of $87,500 ($2.03 per square foot).

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $88,000 is requested. This includes $87,500 for the acquisitions and $500 for title work, surveys, closing costs, and other administrative fees.

Goal Impact: The acquisition of these parcels is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate purchase agreement; and 3) Authorize the necessary signatures.

Attachments: Aerial map, real estate agreement, and tract map.

PROJECT: West 13th Street **DATE:** _____

COUNTY: Sedgwick **TRACT NO.:** 0019

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 16th day of Feb, 2012, by and between

Dave Calvin and Cheryl A. Calvin, husband and wife

416 N 1st Street, Stockton, KS 67669
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed with to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

Beginning at the most Northerly corner of Lot 1, Block 1, Miles Lakewood Living, an Addition to Wichita, Sedgwick County, Kansas; thence Southwest along the Westerly line of said Lot 1, 410.77 feet to a point on a curve; thence Southeast along said curve 36.64 feet; thence Southeast 42.07 feet to a point on a curve; thence Northeasterly along said curve 65.41 feet to the Easterly line of said Lot 1; thence Northeasterly 269.32 feet; thence North 100.75 feet to the point of beginning, together with 45 feet of vacated street on the East, and together with an undivided interest in and to the Lake Facility.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:
30,635 (Sq. Ft.) $ 87,500.00
Temporary Easement for construction:
(Sq. Ft.) $ N/A

Improvement & Buildings acquired with right of way:
Any and all improvements thereto

TOTAL: $ 87,500.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: Dave Calvin

By: Cheryl A. Calvin

THE CITY OF WICHITA

By: Carl Brewer, Mayor

ATTEST:

By: Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Dave Calvin
If mortgage or other liens, show names of holders:
Mortgages – First National Bank of Southern Kansas, Bank of Kansas

REMARKS:

PIN/APN D-31053-009
Security Title File Number 2026167

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

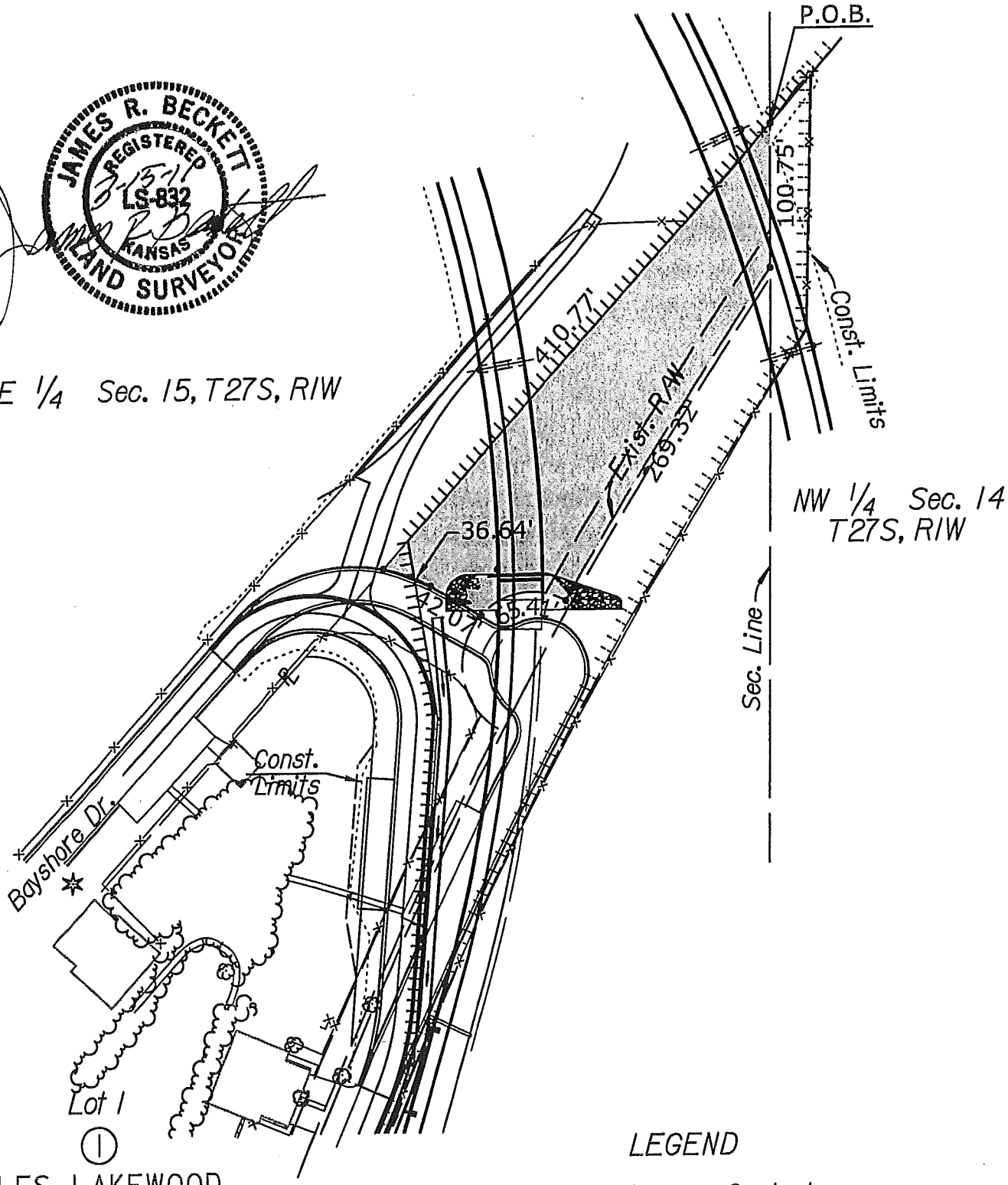
Gerald Cain, Project Manager

TRACT #19 - D-310530009

Dave Calvin
Proposed Right of Way

Not to Scale

JAMES R. BECKETT
REGISTERED
LS-832
KANSAS
LAND SURVEYOR
3-15-11



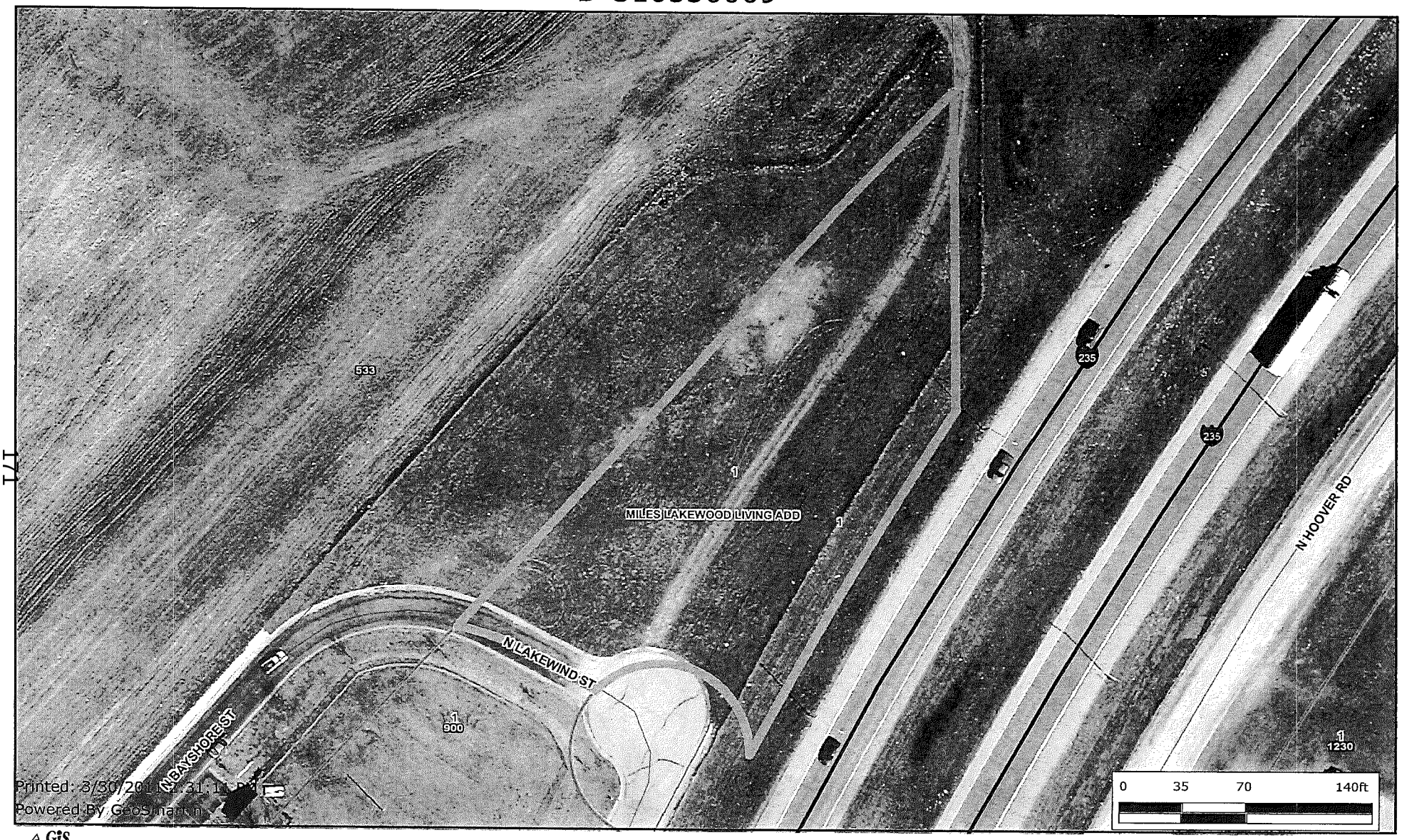
LEGEND

Access Control

March 15, 2011

Dave Calvin

D-310530009



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CITY OF WICHITA
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Acquisition of 3558 South Broadway for the Improvement of the Bridge on Broadway near 34th Street South (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On February 15, 2011, the City Council approved the East Alignment of the proposed Broadway Bridge Project at 34th Street South. The project calls for the realignment and reconstruction of the Broadway Bridge over the Union Pacific rail corridor. The project will require the acquisition of all or part of approximately twelve parcels. The properties consist of a mix of residential and commercial uses. One of the parcels impacted by the project is 3558 South Broadway. This site contains 451,717 square feet. The site is and zoned general commercial. It is developed with an office/warehouse building, three single family residences and a variety of site improvements and outbuildings. All of the buildings are currently leased for a total of $1,720 per month. The project requires the west 258,521 square feet of the site and will require the removal of all improvements.

Analysis: The acquisition was appraised at $192,300 with $168,300 for the land ($.65 per square foot) and $24,800 for the improvements. This amount was offered to the owner. The owner rejected the offer, and after negotiation, agreed to sell the entire site to the City $365,000. This amount is comprised of the appraised value of $290,000 for the entire site and $75,000 for the improvements. This site will provide a new location for a historic house that needs to be relocated from elsewhere in the project area. The settlement avoids the risk associated with eminent domain and saves the City the associated administrative costs and time involved in the process.

Financial Considerations: The funding source for the project is General Obligation Bonds and Federal funding with Federal funds used on some right of way acquisitions on a to be determined basis. A budget of $500,000 is requested. This includes $365,000 for the acquisition, $100,000 for relocation, $30,000 for demolition and $5,000 for title work, closing costs and, other administrative fees.

Goal Impact: The acquisition of these parcels is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate purchase agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement and tract maps.

PROJECT: Broadway Bridge **DATE:** February 2, 2012

COUNTY: Sedgwick **TRACT NO.:** 0018

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 10 day of Feb, 2012, by and between

G&S, LLC

3558 S. Broadway, Wichita, KS 67216
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

Beginning at a point 2006 feet South and 198.25 feet East of the Northwest corner of Section 9, Township 28 South, Range 1 East of the 6th P.M., and on the East line of the C.R.I. and P.R.R. Railway right of way; thence in an Easterly direction 728.25 feet; thence with an included angle of 75 degrees 48'30" in a Southwesterly direction 644.25 feet to the old hedge line or South line of Government Lot 9 as established by District Court Order #19897; thence West parallel to the above described North line 703.75 feet to a point on the East line of highway right of way; thence North along said highway right of way 92 feet to a point on the East line of said railroad right of way; thence Northeasterly along the East line of the railroad right of way 549.55 feet more or less to the point of beginning; EXCEPT the South 30 feet thereof for road easement as described in Book of Miscellaneous No. 175, Page 187, Sedgwick County, Kansas.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:
10.37 (acres) $ 365,000.00
Temporary Easement for construction:
N/A (acres) $ N/A

Improvement & Buildings acquired with right of way:
Any and all improvement lying with the above described property

TOTAL: $ 365,000.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: G&S, LLC

By: Kent C. Steiner
Partner G+S
Kent C. Steiner Jr.

By: Robert Garlick
Partner G&S
Robert Garlick G&S

THE CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

G&S, LLC
If mortgage or other liens, show names of holders:
Rose Hill Bank, Document Number 2893808

REMARKS:

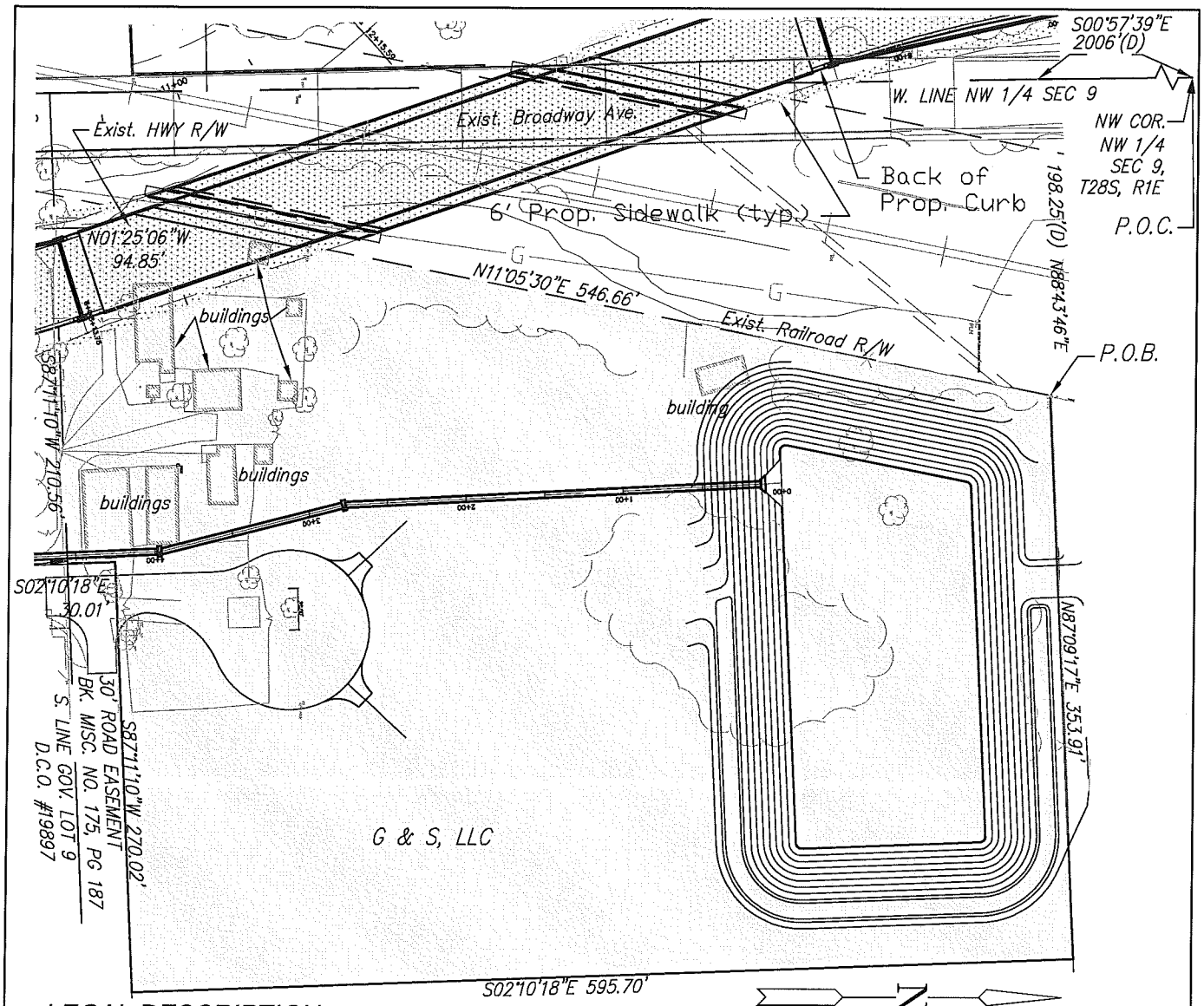
PIN/APN 00118319
Security Title File Number 2025020

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

_____
Gerald Cain, Project Manager



LEGAL DESCRIPTION:

Partial Property Acquisition:

A tract of land described as commencing at the northwest corner of the Northwest Quarter of Section 9, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence S00°57'39"E, 2006 feet along the west line of said Northwest Quarter; thence N88°43'46"E, 198.25 feet to the east line of the C.R.I. and P.R.R. Railway right of way and the Point of Beginning; thence N87°09'17"E, 353.91 feet; thence S02°10'18"E, 595.70 feet to the north line of a road easement as described in Book of Miscellaneous No. 175, Page 187; thence S87°11'10"W, 270.02 feet along said north line of said road easement; thence S02°10'18"E, 30.01 feet along the west line of said road easement to the south line of Government Lot 9 as established by District Court Order #19897; thence S87°11'10"W, 210.56 feet along said south line to the east line of Broadway Avenue; thence N01°25'06"W, 94.85 feet along said east line; thence N11°05'30"E, 546.66 feet along said Railroad right of way to the Point of Beginning.

LEGEND

D – Deed
P.O.B. – Point of Beginning
P.O.C. – Point of Commencing
Partial Property Acquisition = 258,521 sq. ft. (not including existing r/w's)
Proposed Paving Improvements

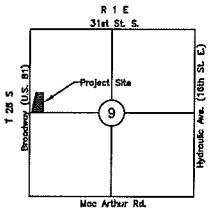
I:\MAP\2009\09081 SOUTH BROADWAY\DWG\TRACT MAPS\EAST-RW-A.DWG

Owner:

G & S LLC
mailing address:
1650 S GLENDALE
WICHITA KS 67218-4320

Property Identification:

B 0003900UP



VICINITY MAP

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

PROJECT NAME: SOUTH BROADWAY BRIDGE

SHEET TITLE: Partial PROPERTY ACQUISITION TRACT MAP G & S LLC 18

DESIGN BY:	DRAWN BY:	CHECKED BY:
JRA	DSN	JCM

DATE	JOB NO.	SHEET/OF
February 2011 June 2011 Rev	09081	1 / 1

CITY OF WICHITA
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Acquisition of 3639 South Topeka for the Improvement of the Bridge on Broadway near 34th Street South (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On February 15, 2011, the City Council approved the East Alignment of the proposed Broadway Bridge Project at 34th Street South. The project calls for the realignment and reconstruction of the Broadway Bridge over the Union Pacific rail corridor. The project will require the acquisition of all or part of approximately twelve parcels. The properties consist of a mix of residential and commercial uses. One of the parcels impacted by the project is 3639 South Topeka. This site has 32,648 square feet and is improved with a 250 square foot retail facility with associated outside improvements. The retail facility supports the commercial greenhouse complex located on the east side of Topeka. It is necessary to acquire the entire property.

Analysis: The acquisition was appraised at $55,500. This equates to $1.70 per square foot for the land with no value given to the improvements or to the impact of the loss of the retail component on the greenhouse operation. The appraised amount was rejected by the owner. Through negotiation, the owner agreed to accept $73,330. This amount is comprised of $65,300 ($2.00 per square foot) for the land and $10,030 for the retail structure and other site improvements. The land value is within the range provided in the appraisal. The settlement avoids the risk associated with eminent domain and saves the City the associated administrative costs and time involved in the process.

Financial Considerations: The funding source for the project is General Obligation Bonds and Federal funding with Federal funds used on some right of way acquisitions on a to be determined basis. A budget of $129,330 is requested. This includes $73,330 for the acquisition, $55,000 for relocation and $1,000 for title work, closing costs and other administrative fees.

Goal Impact: The acquisition of these parcels is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate purchase agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement and tract maps.

PROJECT: Broadway Bridge **DATE:** February 6, 2012

COUNTY: Sedgwick **TRACT NO.:** 0016

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 13 day of FEB., 2012, by and between

Charles M. Campbell and Gene M. Campbell

2445 Greenwood, Wichita, KS 67216
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS IS NOT HOMESTEAD PROPERTY

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:
30,811 (Sq. Ft.) $ 70,330.00
Temporary Easement for construction:
_____ (Sq. Ft.) $ N/A

Improvement & Buildings acquired with right of way:

_____

TOTAL: $ 70,330.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: Charles M. Campbell
Charles M. Campbell

By: Gene M. Campbell
Gene M. Campbell

THE CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Charles M. Campbell and Gene M. Campbell

If mortgage or other liens, show names of holders:
None Found

REMARKS:

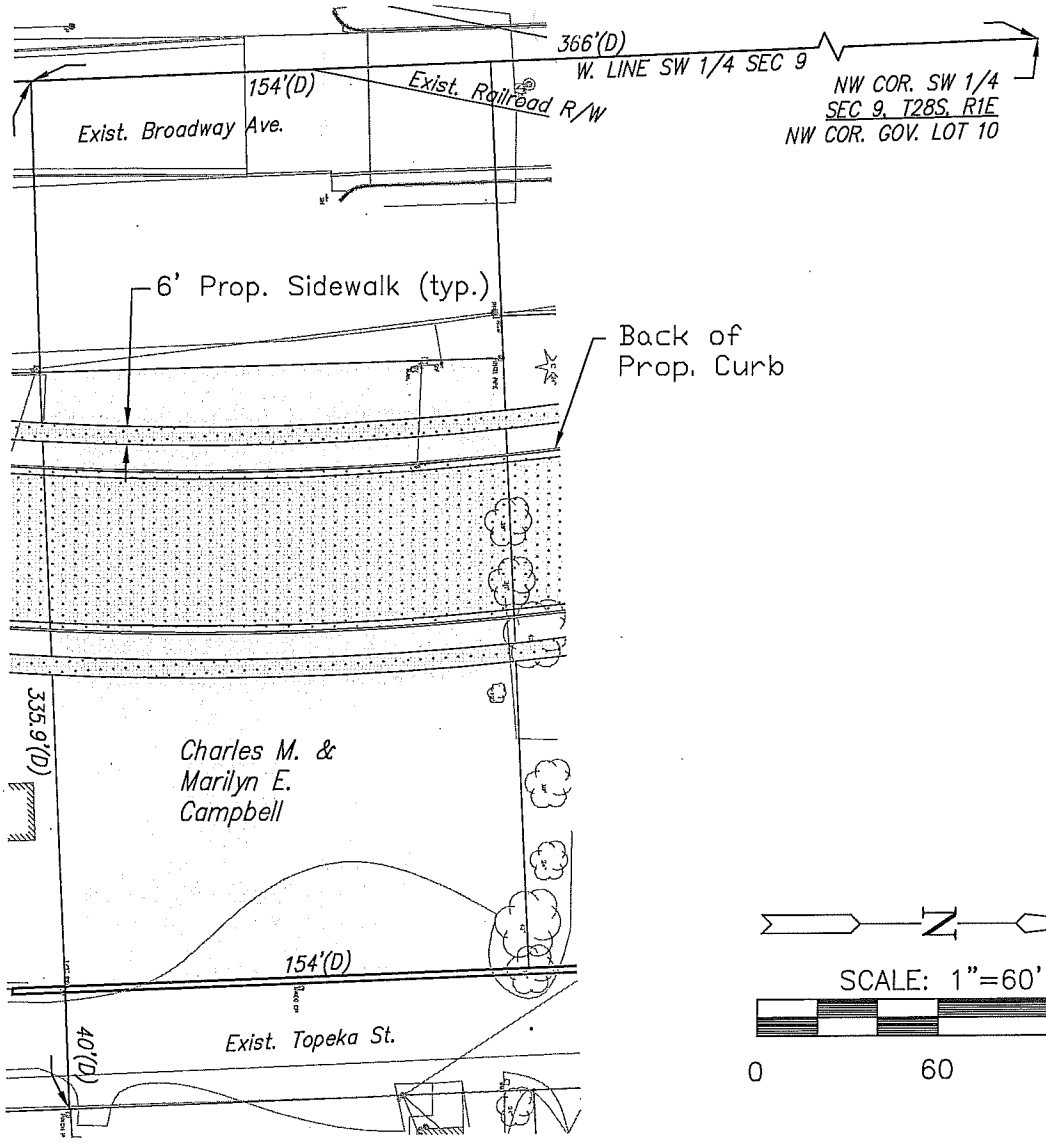
PIN/APN: 001183278
Security Title File Number: 2025024

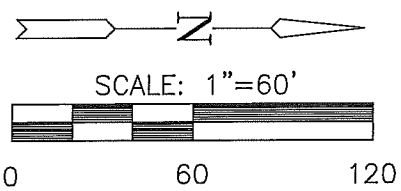
APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

_____
Gerald Cain, Project Manager





LEGAL DESCRIPTION:

Full Property Acquisition:

The South 154 feet of the North 366 feet of the West 335.9 feet of Government Lot 10 in Southwest Quarter of Section 9, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, except that part taken for State Highway and except the East 40 feet for Street.

LEGEND

D – Deed

Full Property Acquisition = 30,811 sq. ft.

Proposed Paving Improvements

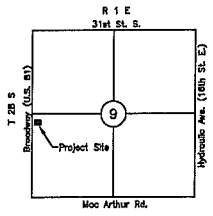
I:\MAP\2009\09081 SOUTH BROADWAY\DWG\TRACT MAPS\EAST-RW-A.DWG

Owner:

CAMPBELL, CHARLES M.
& MARILYN E.
2445 GREENWOOD
WICHITA KS 67216-1253

Property Identification:

B 0004200UP



VICINITY MAP

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

SOUTH BROADWAY BRIDGE (PROJECT NAME)		
FULL PROPERTY ACQUISITION TRACT MAP Campbell (SHEET TITLE)		
JRA (DESIGN BY)	DSN (DRAWN BY)	JCM (CHECKED BY)
February 2011 (DATE)	09081 (JOB NO.)	1 / 1 (SHEET/OF)

CITY OF WICHITA
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 12610 West Central Avenue for the Central: 119th to 135th Street Road Improvement Project. (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 19, 2008, the City Council approved the design concept to improve Central Avenue from 119th Street West to 135th Street West. The project will require the acquisition of all or part of 25 tracts. The improvements include straightening Central, providing signalization at the intersection of Central and 135th Street, and improving area storm drainage. From the southern twenty feet of the property located at 12610 West Central, a strip of land is required for road right-of-way. A temporary construction easement is also required at the driveway. The property is zoned for and improved with a single-family residence however; the distance from the improvements to the right-of-way line will be reduced from forty-eight feet to twenty feet.

Analysis: The owner agrees to accept the appraised offer of $26,600 plus an additional $4,600 for replacement parking. The appraised value of $26,600 is comprised of $21,000 for the land ($0.31 per square foot for the land and $18,520 as proximity damages); $100 for the temporary construction easement; and $5,500 for damages to the in-ground sprinklers, landscaping, and fencing. The additional $4,600 is based on a bid to pour a replacement concrete pad off to the west side of the driveway. The concrete pad will allow the owner to continue to park additional vehicles off to the side, and keep from blocking the driveway.

Financial Considerations: The funding source is General Obligations Bonds. A budget of $32,200 is requested. This includes $31,200 for the property and $1,000 for closing costs and related charges.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the contract; 2) Approve the budget; and 3) Authorize all necessary signatures.

Attachments: Aerial map, tract map and real estate purchase agreement.

T: Central Avenue

DATE: February 16, 2012

COUNTY: Sedgwick

TRACT NO.: 5 and 6

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this 16th day of February, 2012 by and between:

John E. Theis and Serita M. Theis, and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

Tract 5a: A parcel of land lying in the Southeast Quarter of Section 13, Township 27 South, Range 2 West of the 6th P.M. Sedgwick County, Kansas. Said parcel of land being more particularly described as follows:
The North 20 feet of the South 50 feet of the West 200 feet of the East 2400 feet of said Southeast.
Said parcel contains 4,000 sq. ft. excluding existing right of way

Tract 6a: A parcel of land lying in the Southeast Quarter of Section 13, Township 27 South, Range 2 West of the 6th P.M. Sedgwick County, Kansas. Said parcel of land being more particularly described as follows:
The North 20 feet of the South 50 feet of the West 200 feet of the East 2200 feet of said Southeast.
Said parcel contains 4,000 sq. ft. excluding existing right of way.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 60 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 8,000 sq. ft. for right-of-way	$ 21,000.00
1,000 sq. ft. for Temporary Easement	$ 100.00
Cost to Cure:	
Driveway/Parking, Sprinklers, Grass, Fencing, and Tree Removal	$ 10,100.00
Damages including but not limited to:	
TOTAL	**$ 31,200.00**

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

John E. Theis

John E. Theis

Serita M. Theis

Serita M. Theis

City of Wichita
County of Sedgwick
State of Kansas

BUYER:
City of Wichita, KS, a municipal corporation

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

Rev. 9-94
Form No. 1716

D. O. T.

MEMORANDA

Exact and full name of owner, as it appears of record:

John E. Theis and Serita M. Theis, husband and wife

If mortgage or other liens, show names of holders:

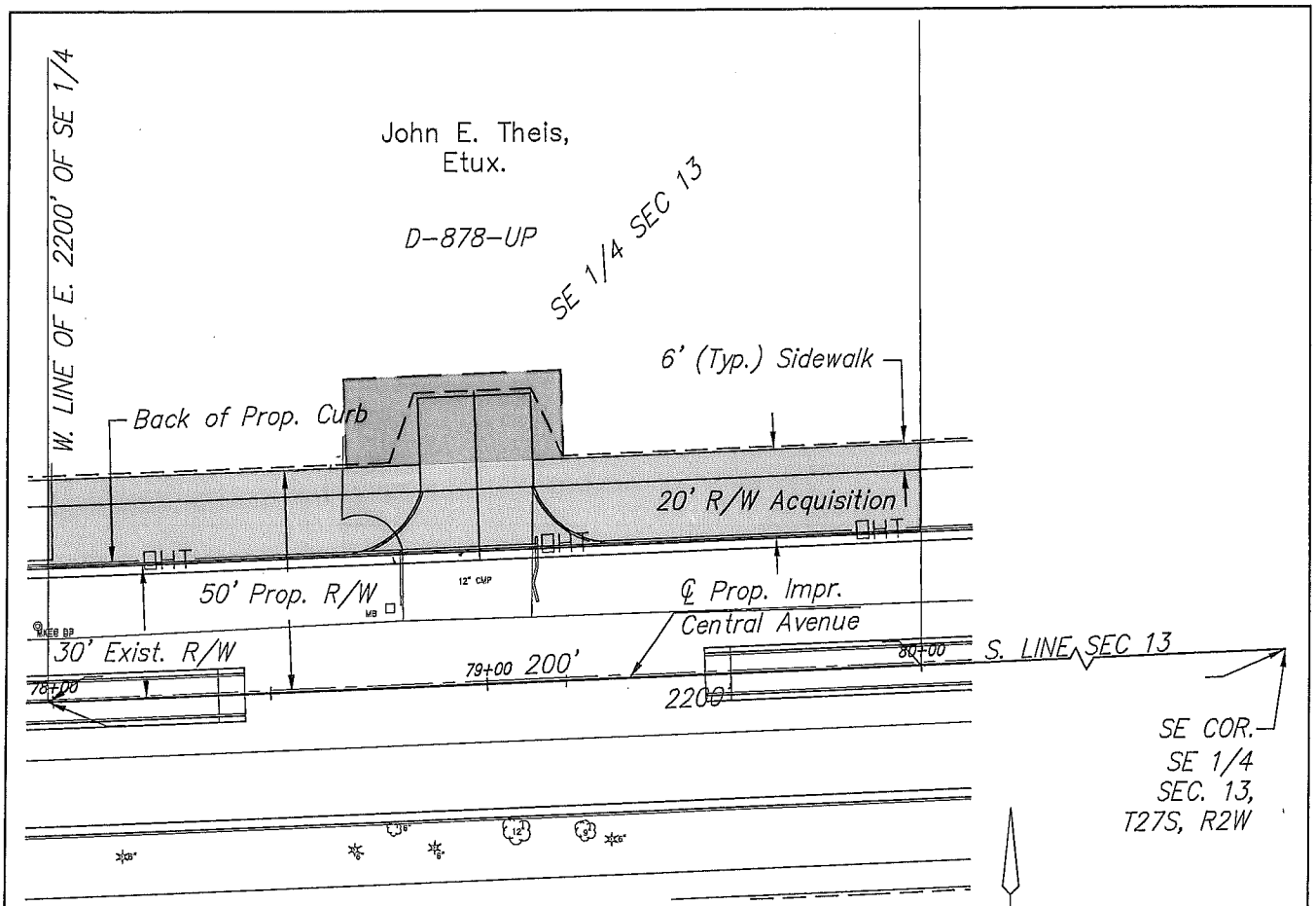
REMARKS:

RECOMMENDED BY: Dennis Keegan

Dennis Keegan, Acquisition Agent

Rev. 9-94
Form No. 1716

D. O. T.



SCALE: 1"= 40'

0 20 40 80

LEGAL DESCRIPTION:

Right of Way Acquisition:

A parcel of land lying in the Southeast Quarter of Section 13, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The North 20 feet of the South 50 feet of the West 200 feet of the East 2200 feet of said Southeast Quarter.

Said parcel contains 4,000 sq. ft. excluding existing right of way.

LEGEND

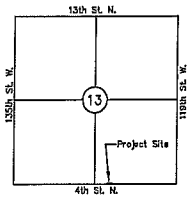
Temporary Construction Easement

Right of Way Acquisition
=4,000 sq. ft.
Excluding existing right of way.

J:\CIVIL\04238\DWG\PROP\ROW TRACTMAP.DWG

Owner:
John E. Theis, Etux.
12610 W. Central
Wichita, KS 67235

Property Identification:
D-878-UP



VICINITY MAP

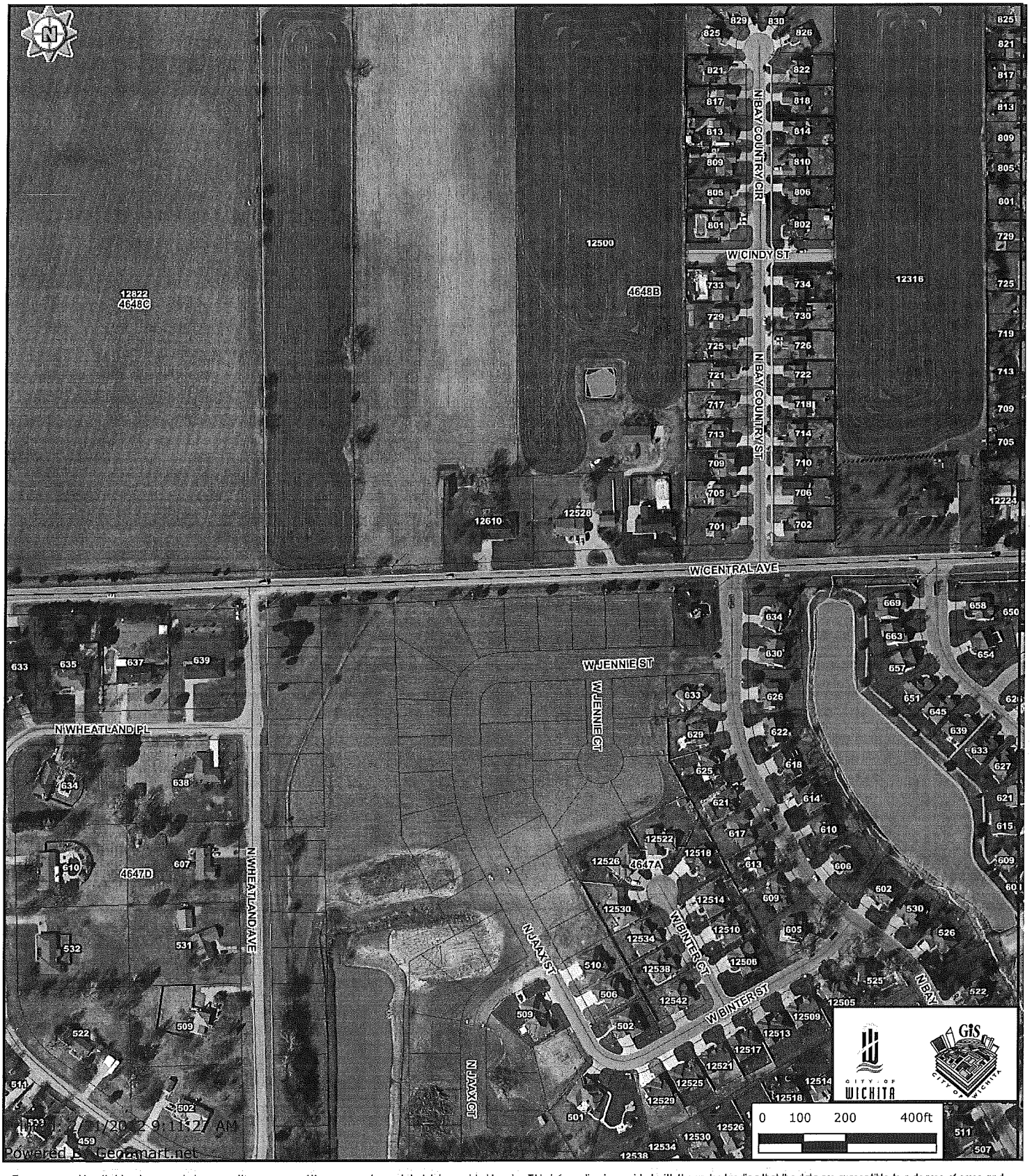
MKEC ENGINEERING CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

CENTRAL 135TH TO 119TH ST. WEST
PROJECT NAME

RIGHT OF WAY ACQUISITION
TRACT MAP 6A
SHEET TITLE

JRA	WNJ/DSN	JCM
DESIGN BY:	DRAWN BY:	CHECKED BY:
OCTOBER 2010 MARCH 2011 rev	04238	1 / 1
DATE	JOB NO.	SHEET/OF

12610 W Central



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Gary E. Rebenstorf, Director of Law

SUBJECT: Report on Claims for January, 2012

DATE: February 8, 2012

The following claims were approved by the Law Department during the month of January, 2012.

Lane, Justin	$	160.00***
Manuel, Brenda	$	634.09
Midwest Insurance Co.	$	776.23
Nachbor, Justin	$	2,205.00***
Patel, Milin	$	1,925.52
Weems, Curtis	$	7,500.00*
Westar Energy, Inc.	$	1,420.96
Westar Energy, Inc.	$	728.02
Williams, Garla	$	1,250.07**

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (All Districts)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessment and ordinance.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot cleanup 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 the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Goal Impact: Nuisance abatement activities support the goal of Core Area and Vibrant Neighborhoods by cleaning properties that are detrimental to Wichita neighborhoods.

Legal Considerations: The ordinance has been reviewed and approved by the Law Department.

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

Attachments: Property List for Special Assessment and ordinance.

Tax Key #	PIN #	Address / Location	Cost	District #
C-20868	166283	2450 N Chautauqua	$625.74	1
C-20892	166307	2457 N Chautuaqua	$593.95	1
C-23305	168864	2146 S Crestway	$908.72	3
A-01304	100572	1304 N Fairview	$572.40	6
C-01299	136612	1720 N Hydraulic (aka 1725 N Kansas)	$825.18	1
C-22397	167887	2719 S Mason Ter	$798.07	3
D-08452	209348	776 N Sheridan Ave	$968.98	6
C-21912-0009	167416	632 S Woodlawn Blvd (aka 638 S Woodlawn)	$462.60	2
C-13325	159015	2528 E 20th St N	$687.50	1
A-08072	108632	206 W 26th St N	$763.85	6
D-08171	209067	1815 W 29th	$464.40	4
D-06575	207401	907 W Irving Ave	$693.80	4
C-12658	158363	2267 N Kansas Ave	$747.20	1
C-05759	150074	347 S Volutsia	$588.41	1
C-20443	166035	3723 E Funston	$462.60	3
D-43299	246200	1454 S Hornecker	$459.00	5
C-30224	175593	4107 E Menlo	$855.60	3
C 24983	170421	2254 S Ridgewood	$683.06	3
A 05347	105635	2321 N Fairview	$685.67	6
D 00604	199145	821 W Maple	$793.75	1
C-01146-0001	136344	1504 N Ash	$755.75	1
B-03593	122456	1115 N Cleveland	$1,142.25	1
A-08989	109909	504 W Pawnee	$430.00	3
C-29580	174939	2961 S Rutan	$855.00	3

Published in the Wichita Eagle on **March 23, 2012**

ORDINANCE NO.49-241

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:

Legal of Parcel in Benefit District	**Assessment**
LOT 5 BLOCK M AUDREY MATLOCK HEIGHTS 1ST. ADD.	625.74
N 16 2/3 FT LOT 1203 & S 16 2/3 FT LOT 1205 WICHITA ST. LEWELLEN'S 2ND. ADD.	572.40
LOTS 22-24 FAIRVIEW AVE. WALTER MORRIS & SONS 2ND. ADD.	685.67
LOTS 53-54-55-56 NORTH LAWN ADD.	763.85
ODD LOTS 23 TO 45 INC BLOCK 4 KANSAS ADD.	825.18
S 1/2 LOT 35-ALL LOT 37 VOLUTSIA AVE. RICHLAND 3RD. ADD.	588.41
LOT 2 BLOCK F MILLAIR ADD.	747.20
W 23 FT LOT 28 & LOT 29 EXC W 1 FT BLOCK 5 SHADYBROOK ADD.	687.50

LOT 2 EXC BEG NW COR E 5 FT S TO SWCOR N TO BEG BLOCK 7 GRANDVIEW HEIGHTS ADD.	462.60
LOT 4 BLOCK N AUDREY MATLOCK HEIGHTS 1ST. ADD.	593.95
BEG 178.55 FT N SW COR RES. B N 143.3 FT E 161.41 FT S 133.11 FT SW 14.67 FT W 150.86 FT TO BEG EASTRIDGE 3RD. ADD.	462.60
LOT 4 BLOCK 6 CLASSEN PARK ADD.	798.07
LOT 30 EXC N 12 FT & N 6 FT LOT 32 CRESTWAY ST. EDGETOWN PARK ADD.	908.72
LOT 8 BLOCK G MC ADAM ACRES SECOND ADD.	683.06
LOT 1 BLOCK G HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	855.60
LOTS 17-19 MAPLE ST CAMPBELLS SUB IN LAWRENCE'S ADD.	793.75
LOT 2 COX'S REPLAT	693.80
LOT 1 BLOCK C GENE DOUGLAS MATLOCK ADD.	464.40
LOTS 2-4-6-8-10 & 30 FT VAC ST ADJ ON N BLOCK 9 SIMPSONS ADD.	968.98
LOT 1 BLOCK 3 C. PATE ADD. TO WHEATRIDGE	459.00
LOT 22 HALL'S ADD.	430.00

LOTS 11-13 PRIEST'S ADD.	1,142.25
LOTS 136-138-140 SHORT NOW ASH ST. LOGAN ADD.	755.75
LOT 6 BLOCK D PLANEVIEW SUB NO. 2	855.00

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **20th day of March, 2012**.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: 2012 Enforcing Underage Drinking Laws (EUDL) Grant

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the grant application and award.

Background: For the past seven years, the Wichita Police Department has placed an emphasis on eliminating underage alcohol consumption in our community. In an effort to address this problem, the Wichita Police Department, in collaboration with community agencies and citizens, developed and implemented the JUDGE (Juvenile Underage Drinking Group Education/Enforcement) program. The goals of the JUDGE program are to educate the public on underage alcohol consumption issues and enhance proactive enforcement of laws applicable to underage alcohol consumption. In an effort to assist with this effort, the Police Department is applying for a grant funded by the Kansas Department of Transportation, Bureau of Traffic Safety. The Enforcing Underage Drinking Laws (EUDL) grant is being made available to communities to support their enforcement activities in the area of preventing underage alcohol consumption. The Wichita Police Department has received EUDL funding since 2004.

Analysis: The Kansas Department of Transportation is providing financial support in the form of a three-month mini-grant. Funds would be made available from March 1 through May 31, 2012 for overtime to support enforcement activities during Spring break, proms and graduations.

Financial Considerations: The Wichita Police Department's grant application requests funding for the JUDGE program in the amount of $29,321.28 for overtime to support enforcement activities. There is no local match.

Goal Impact: Provide a Safe and Secure community by placing an emphasis on eliminating underage alcohol consumption in our community.

Legal Considerations: None.

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

Attachments: Grant application.

COPY Attachment 1

Highway Safety Project Detailed Plan

Kansas Department of Transportation, Traffic Safety Section

Eisenhower State Office Building, 700 SW Harrison St. Topeka 66603

Wichita P.D. (EUDL)

Section 1- Project Agency Information

Wichita Police Department
1. Name of Project Agency

Officer Michael Lloyd
10. Name of Project Contact Person

455 North Main
2. Mailing Address

(316) 350-3420
11. Contact's Phone

n/a
12. Contact's Cell Phone

Wichita
3. City

KS
4. State

67202
5. Zip Code

mlloyd@wichita.gov
13. Contact Person's E-Mail Address

Norman D. Williams, Chief of Police
6. Name and title of agency head

(316) 858-7704
14. Contact's Fax

Check X Dir. Deposit
15. Preferred payment method *

(316) 268-4158
7. Agency Head Phone

rmiller@topeka.org
8. Agency Head Email Address

16. Alternate Address for KDOT Checks (optional)

Robert Layton, City Manager
9. Name & title of person authorized to commit agency to contracts (Board of Directors Chair, City Manager, County Commission Chair, etc)

17. Name of Financial Contact Person (optional)

18. Financial Contact Phone

19. Financial Contact Person E-Mail Address

48-6000653
20. Federal Employer ID Number (FEIN)

043063460
21. DUNS # *

5/24/2012
22. Central Contractor Registration (CCR) Expiration Date *

KDOT USE Only

Project Number	SP 2201-12	Index	
Contract Number	JJ 1142-12	PCA	
Project Starts	3/1/2012	K Account	
Project Ends	5/31/2012	Sub	
		Fund	JJ
Total $ all years	$29,321.28		
% Local Benefit	100%		
Other Information	100% Federal Funds		

* Notes on Questions 15, 21, and 22

Question 15-If your agency does not now receive state payments by direct deposit, or you are not sure of its status, your financial staff must call the KDOT Federal Aid and Project Accounting Unit at (785) 296-3205 for help getting this process set up correctly.

Question 21-The DUNS # was originated by Dun and Bradstreet as a means of identifying every private and public entity on earth. It has been adopted by the federal government as the unique identifier for all entities receiving federal funds such as ours. The central financial office for your agency should know your number.

Question 22-This is a central registry the federal government has established on the Internet to record the DUNS # and other information about your agency. Your central financial office should know the date of their most recent registration in this system, or should do so if they haven't ever registered.

Section 2 - Safety Issue & Proposed Action

19. Describe the traffic safety issue to be addressed. (Problem Statement)

There has been a proliferation of underage drinking and access to alcohol within the City of Wichita, as well as across the nation over the past eleven years. During the year 2010, the Wichita Police Department made 401 underage alcohol related arrests. There were also 2087 DUI arrests, with 129 (6.0%) of them being offenders under the legal drinking age. Of these, there were fourteen injury accidents and seven non-injury accidents with a driver under the legal drinking age. During the course of the EUDL mini-grant in 2010, we were able to make approximately 121 arrests related to underage drinking and seized approximately 569 containers. We also had contact with 151 juveniles and 25 parents about the dangers and cost of underage drinking.

This is just the tip of the iceberg regarding the extent of the problem. As noted in an article in the American Medical Association, alcohol is the most frequently used drug by high school seniors, with the first time use between the ages of 11-13.

The City of Wichita and metro area have 21 high schools (16 in the corporate City limits) along with 3 colleges with on-site student housing. There are over 20,000 high school students within the City of Wichita metro area. Many of the students of Goddard, Valley Center, Andover and Maize live within the corporate City limits of Wichita.

Highway Safety Project Detailed Plan

Kansas Department of Transportation, Traffic Safety Section

Eisenhower State Office Building, 700 SW Harrison St. Topeka 66603

Wichita P.D. (EUDL)

Section 2 (Continued) - Safety Issue & Proposed Action

20. Describe the project intended to address these issues. (The Proposed Solution)

Throughout 2010 the Juvenile Underage Drinking Group Education/Enforcement (JUDGE) program has continued to meet with the Stand Together Coalition and work towards reducing the ways the juveniles can access or obtain alcohol. The coalition is still comprised of members of public schools, private schools, members of the medical community, concerned parents and Law Enforcement. This is a joint effort to reach more members of the community and to educate as many people as possible.

The EUDL grant would allow us to expand our efforts in the JUDGE program combating underage drinking within the City of Wichita. The monies would be allocated to provide six, 6-hour special assignments for each of the four police patrol bureaus. Each assignment would be planned in conjunction with the following school events: Spring break, prom, and graduation.

The assignments will be multi-faceted, including aspects of compliance checks, third party sales interdiction, and party patrols.

21. Describe the expected outcomes, benefits, or results.(Performance Objectives)

Again this year we will be monitoring Juvenile contacts, underage drinking arrests, drug arrests, containers seized, as well as Juvenile party calls. We will be tracking compliance checks, third hand sales, and other community contacts.

By increasing enforcement measures, we hope to deter underage drinking as well as other associated illegal activity such as disturbance calls, vandalisms, and assaults. We will measure the success of the grant through statistical methods regarding enforcement and education.

Highway Safety Project Detailed Plan

Kansas Department of Transportation, Bureau of Traffic Safety
Eisenhower State Office Building, 700 SW Harrison St. Topeka 66603
Wichita P.D. (EUDL)

Explanation	Plan Years or Phases		
	2012		
Personnel			
Supervisor base pay ($33.45) x 1.5 hourly rate ($50.18) x 144 hours ($7,225.92)	$7,225.92		
Average officer base pay ($25.57) x 1.5 hourly rate ($38.36) x 576 hours ($22,095.36)	$22,095.36		
Sub-total	**$29,321.28**		
Commodities			
Sub-total	**$0.00**		
Travel			
Sub-total	**$0.00**		
Expense type: _____			
Sub-total	**$0.00**		
Expense type: _____			
Sub-total	**$0.00**		
GRAND TOTAL	**$29,321.28**		

Contract No. JJ-1142-12
KDOT Traffic Safety Project No: SP-2201-12

KANSAS DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY PROJECT AGREEMENT
Wichita P.D. (EUDL)

PARTIES:
Barbara W. Rankin, Acting Secretary of Transportation
Department of Transportation for the State of Kansas
Eisenhower State Office Building
700 SW Harrison Street
Topeka, KS 66603-3754

Hereinafter, referred to as the "Secretary."

and:

Wichita Police Department

Hereinafter, referred to as the "Project Agency."

Collectively, referred to as the "Parties."

PURPOSE:

To promote highway safety improvement. This highway safety improvement is identified by the project number above and the city or county listed above, hereinafter referred to as the "Project." The Project is further described in the Project Detailed Plan.

EFFECTIVE DATE:

The Parties shall be mutually obligated to perform in accordance with this Agreement as of March 1, 2012.

TERMS OF THE AGREEMENT

Article I - THE SECRETARY AGREES:

1) To reimburse the Project Agency for the work completed and expenses incurred in the performance of this Project Agreement in an amount not to exceed the total annual amount provided in the Project Detailed Plain. These periodic amounts are:

2012	$29,321.28
Total	$29,321.28

2) To reimburse the Project Agency for approved expenses not more than 30 days following receipt of required time sheets, invoices, and other accounting documents and activity reports as set forth in the Project Detailed Plan.

Article II - THE PROJECT AGENCY AGREES:

1) To furnish the necessary personnel, facilities, and such other professional services as may be required to fulfill the work identified and described in the Project Detailed Plan.

2) To promptly begin the Project upon receipt of Secretary's written Notice to Proceed.

3) To complete the Project by May 31, 2012.

4) To prepare and deliver to the Secretary during and upon completion of the Project all reports as required by the Secretary.

5) To pay actual project costs prior to submitting any reimbursement claim to the Secretary. After the added salary costs have been incurred, the Project Agency shall submit reimbursement invoices to the Secretary.

6) Funds provided under this Agreement shall not supplant any salary expenditure provided for by the Project Agency's current budget.

7) The services to be performed by the Project Agency are personal and cannot be assigned, sublet, or transferred without consent of the Secretary.

8) To maintain accounting records, which shall be made available at all times during the agreement period and for five (5) years from the date of the final payment. The Secretary shall have access to the premises to review and inspect the work and related records. Arrangements for all reviews and inspections by the appropriate federal agency shall be made by the Secretary.

9) Upon request from the Secretary, the Project Agency shall supply progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

10) It is the policy of the Secretary to make any final payments to the Project Agency for services related to the Highway program in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, "Audits of States, Local Government and Non-Profit Organizations" in 49 C.F.R. Part 18 (Common Rule), require an audit be performed by an independent certified public accountant in accordance with these standards. All information audited shall comply with 49 C.F.R. Part 18 (Common Rule.)

The Secretary may pay any final amount due for the authorized work performed based upon the Project Agency's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The Project Agency, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The Project Agency agrees to refund payment made by the Secretary to the Project Agency for items subsequently found to be not eligible for reimbursement by audit.

11) If they have not already done so, the Project Agency shall obtain a D-U-N-S number (Dun & Bradstreet Number). A D-U-N-S number can be obtained at the following website: http://www.dnb.com/us/duns_update/.

12) The Project Agency agrees it shall maintain current registrations in the Central Contractor Registration (http://www.ccr.gov) at all times during which they have active federal awards.

Article III - THE PARTIES AGREE:

1) Disputed matters arising under this Agreement that are not mutually resolved, shall be decided by the Secretary, whose decision shall be final and binding.

2) This Agreement, for any reason, may be terminated upon thirty (30) days written notice by either party; Provided, however, the Project Agency shall not be paid more than that which would be received under the terms of the Agreement for that portion of services rendered to the date of termination.

3) The Project Detailed Plan, Attachment 1, is incorporated by reference and made a part of this Agreement.

4) Attachment 2, pertaining to the implementation of the Civil Rights Act of 1964, is incorporated by reference and made a part hereof.

5) The Certification of the Project Agency, Attachment 3, is incorporated by reference and made a part hereof.

6) The provisions found in the Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto as Attachment 4, are hereby incorporated in this contract and made a part thereof.

7) The Certification for Contractual Services with Current Legislator or Legislator's Firm which is attached hereto as Attachment 5, are incorporated into this Agreement and made a part hereof.

8) If the total value of this agreement exceeds $100,000, a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as Attachment 6 to this agreement and be incorporated by reference and made a part thereof.

9) This Agreement shall be binding upon the parties hereto and their successors and assigns.

10) It is expressly agreed that no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

LOCAL AUTHORIZING OFFICIALS
X

Robert Layton, City Manager

KANSAS DEPARTMENT OF TRANSPORTATION

Barbara W. Rankin,
Acting Secretary of Transportation
for the State of Kansas

KANSAS DEPARTMENT OF TRANSPORATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.

2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the

Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

   (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or

   (b) cancellation, termination or suspension of the contract, in whole or in part.

7) Disadvantaged Business Obligation

   (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.

   (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

   (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

8) Executive Order 12898

   (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.

9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

Attachment No. 3

CERTIFICATION OF THE PROJECT AGENCY

I hereby certify that I am Robert Layton, City Manager and duly authorized representative of Wichita Police Department and that neither I, nor the above Project Agency I here represent, has:

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Project Agency) to solicit or secure this Agreement; or

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Project Agency) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

_____

_____

_____

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

Signature of: Robert Layton, City Manager

Date: 2-16-12

State of Kansas
Department of Administration
DA-146a (Rev. 10-11)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

   The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL ATTACHMENT

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239 (c)

Kansas law (K.S.A. 46-239 (c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.
Legislator name _____
Business phone _____
Address (Street, City, State, Zip Code)

_____

_____

or

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: _____

Date: 2-16-12

Contract/
Project No: _____
(if applicable)

County: _____
(if applicable)

Certification -- Federal Funds -- Lobbying
Required Contract Provision

Definitions

1. **Designated Entity**: An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant**: An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt)**: Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person**: An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient**: All contractors, subcontractors or sub-grantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation
As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of $100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than $10,000.00 and not more than $100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

Signature of: Robert Layton, City Manager

2-16-12
Date

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Amendment to Banking Services Agreement

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the amendment to the Agreement.

Background: The City Council approved the transition of banking services to Intrust Bank, N.A. and authorized the preparation, execution and delivery of agreements in connection therewith in 2003. The term of the original banking services agreement was from June 1, 2003 through May 30, 2004, with subsequent options to renew under the same terms and conditions by mutual agreement of the parties.

Analysis: The City issued a Request for Proposal (RFP) for banking services in February 2012. Following evaluation of the responses to the proposal and selection of a provider by the Staff Screening and Selection Committee, terms of related contracts and agreements shall be finalized and submitted to the governing body for approval. To allow sufficient time for the transition of banking services and to finalize terms of a new agreement, a contract extension through November 30, 2012 with Intrust Bank, N.A. is necessary.

Financial Considerations: There are no costs involved with this contract amendment.

Goal Impact: This action impacts the Internal Perspective goal and provides for continued banking services and efficient delivery of Treasury services to both internal and external customers. Also, the City's practice of going through a periodic Request for Proposal process serves to reduce/avoid costs, another indicator of the Internal Perspective.

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

Recommendations/Actions: It is recommended that the City Council approve the Agreement amendment for banking services and authorize the Mayor to sign.

Attachment: Amendment to Banking Services Agreement

AMENDMENT
TO
BANKING SERVICES AGREEMENT

THIS AMENDMENT to the AGREEMENT, made and entered into on this ____ day of March, 2012, by and between the CITY OF WICHITA, KANSAS (hereinafter the "City") and INTRUST BANK, N.A. (Intrust Bank).

WHEREAS, the City and Intrust Bank are parties to an original Agreement, dated January 7, 2003, under Formal Proposal 1999-39 and an Amendment dated June 1, 2011, in which Intrust Bank provides necessary banking services, and

WHEREAS, said Agreement will expire by its terms on February 29, 2012, and the parties wish to extend the same in order to permit the City ample time to solicit, receive and evaluate proposals for the provision of said services in the future.

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

1. The original Agreement is hereby extended for the period of March 1, 2012 through November 30, 2012. All provisions of the original Agreement and Amendments other than the provisions for termination as of February 29, 2012 shall remain as originally set out and in full force and effect through November 30, 2012.

2. In the event that the extension provided for above is not sufficient to permit the City to solicit, receive and evaluate proposals for banking services, the parties agree that the Agreement may be further extended upon mutual consent of the City and Intrust Bank.

IN WITNESS WHEREOF, by the signatures affixed below, the parties have set their hands and seals the day and year first above written.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

ATTEST:

_____
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

INTRUST BANK, N.A.

_____
Signature

_____
Title (President or Corporate Officer)

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Amendment of the Joint County Resolution and City of Wichita Ordinance

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the Joint County Resolution and City of Wichita Ordinance amendments on first reading.

Background: Since 1977, Sedgwick County and the City of Wichita have participated in a joint resolution that established the Wichita-Sedgwick County Emergency Communications Advisory Board. The Emergency Communications Advisory Board consists of the City Manager and County Manager/designee, directors from the Wichita Fire, Sedgwick County Fire, Police Chief, Sedgwick County Sheriff's Office, Emergency Management, and Emergency Medical Services. The Director of the Sedgwick County Emergency Communications Center provides administrative support to the advisory board members. On January 4, 1994, during the Joint Budget Session of the City Council and Board of County Commissioners, the Joint Resolution was updated.

In July 2011, the Board of County Commissioners authorized the Sedgwick County Emergency Communications Center to provide services to the City of Derby and the City of Haysville; these cities will have representatives on the Sedgwick County Emergency Communications Advisory Board. Additions to the advisory board will include the Derby Police Chief, Derby Fire Chief and the City of Haysville Police Chief. Upon expiration of the five-year period for these positions, the permanent membership shall appoint one agency head from a suburban law enforcement agency within Sedgwick County and one agency head from a suburban fire agency within Sedgwick County to five-year terms as voting members. These two individuals will represent the interests of all suburban law enforcement and suburban fire agencies within Sedgwick County.

Analysis: The purpose of the revision is to bring current, the name, duties, membership and budget responsibilities from the existing 1994 amendment. The changes include new dispatching responsibilities for the City of Derby and the City of Haysville. One request is to install three (3) voting members to the Emergency Communications Advisory Board for a five-year period. This addition is to oversee the transition from their respective dispatch systems to Sedgwick County's 911-dispatch system. With the addition of the City of Derby and the City of Haysville members, and projecting other small towns will be members of the Advisory Board, the name change will be to the Sedgwick County Emergency Communications Advisory Board.

Financial Considerations: None

Goal Impact: The Joint Resolution and City of Wichita Ordinances will provide for Safe and Secure community by enhancing emergency communication services in Sedgwick County.

Legal Considerations: The Joint Resolution and City of Wichita Ordinance amendments have been drafted and approved as to form by the Law Department.

Recommendations/Actions: It is recommended Council approve the Joint Resolution and City of Wichita Ordinance amendment between the City of Wichita and Sedgwick County Board of Commissioners and authorize the necessary signatures.

Attachments: Joint Resolution (1993) of the Board of County Commissioners of Sedgwick County Kansas, delineated and clean copies of the proposed ordinance.

A JOINT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, AND ORDINANCE OF THE CITY OF WICHITA, KANSAS, AMENDING JOINT RESOLUTION AND ORDINANCE 228-1993 and 42-252 PERTAINING TO THE NAME, DUTIES AND MEMBERSHIP OF THE WICHITA/SEDGWICK COUNTY EMERGENCY COMMUNICATIONS ADVISORY BOARD

WHEREAS, on the 22nd day of December 1993, the Board of County Commissioners and on the 11th day of January 1994, the Wichita City Council adopted a joint resolution and ordinance amending their 1977 joint resolution and ordinance (amended for a second time on May 5, 1987), continuing their agreement regarding the joint operation of the Wichita-Sedgwick County Emergency Communications Department and Wichita-Sedgwick County Emergency Communications Advisory Board

WHEREAS, the Board of County Commissioners and the City Council now desires to amend Resolution No. 228-1993 and Ordinance 42-252 providing for County appointments to be consistent with the Wichita/Sedgwick County Emergency Communications Advisory Board Bylaws.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sedgwick County, Kansas and the Wichita City Council that Joint Resolution and Ordinance 228-1993 and 42-242 shall be amended as follows:

Section 1. "Section 2. Advisory Board Created" shall be amended to read as follows:

"There is created the Sedgwick County Emergency Communications Advisory Board ("Board")"

Section 2. Section 3 – "Same – Membership and Term of Office" shall be amended to read as follows:

"The Sedgwick County Emergency Communications Advisory Board shall consist of:

- The Sedgwick County Sheriff
- The Sedgwick County Fire Chief
- The Sedgwick County Director of Emergency Medical Services
- The Sedgwick County Director of Emergency Management
- The Chief of the Wichita Police Department
- The Chief of the Wichita Fire Department

In addition, the County and the City Managers may each designate a representative to this Board. The members of the Sedgwick County Emergency Communications

Advisory Board shall assume membership upon appointment or election to their respective positions. They will serve on the Emergency Communications Advisory Board as long as they hold their respective elected office or appointed position.

(a) Suburban representatives.

In addition to the positions described above, for a five-year period, from July 1, 2011 through April 14, 2016, the City of Derby Police Chief, the City of Derby Fire Chief, and the City of Haysville Police Chief will serve as voting members of the Emergency Communications Advisory Board. Upon expiration of this five-year period, the permanent membership shall appoint one agency head from a suburban law enforcement agency within Sedgwick County and one agency head from a suburban fire agency within Sedgwick County to five-year terms as voting members. These two individuals will represent the interests of all suburban law enforcement and suburban fire agencies within Sedgwick County."

Section 3. Section 4, "Same – Meetings, Officers, Recordkeeping," shall be amended to read as follows:

"The Sedgwick County Emergency Communications Advisory Board shall convene for its meetings at such time and place as shall be fixed by the Board's President. The Sedgwick County Emergency Communications Advisory Board shall elect one member as its President and one member as its Vice President. The terms of the President and Vice President shall be for one year. The President will act as leader of the convened meeting, enforce membership rules and will be the official spokesperson and representative of the board. The Vice President will assume the duties of the President in the President's absence. The Director of Sedgwick County Emergency Communications

will act as staff to the Advisory Board and serve in an ex officio capacity on the Advisory Board. The Director of Sedgwick County Emergency Communications shall cause a proper record to be kept of all proceedings of the Emergency Communications Advisory Board."

Section 4. Section 5 – "Same – Responsibilities Generally – Budget," shall be amended to read as follows:

"Section 5 – Same – Responsibilities Generally. The purpose of the Sedgwick County Emergency Communications Advisory Board shall be to determine operational policies and procedures. The Board may review recommendations of new technologies utilized by the Sedgwick County Emergency Communications Department which directly support the 911 infrastructure and advise on emergency communications-related matters as they affect the Sedgwick County Emergency Communications Department."

Section 5. Section 6 "Same – Organization, Functions, Administrative Responsibility and Location of Operations" shall be amended to read as follows:

"Section 6. Same – Organization, Functions, Administrative Responsibility and Location of Operations. The Sedgwick County Manager will select a Director of Emergency Communications to manage the operations of the Sedgwick County Emergency Communications Department. The Emergency Communications Advisory Board may participate in the recruitment process if requested to do so by the County Manager. The Department of Emergency Communications upon the effective date of this joint resolution and ordinance, and so long as it remains in effect, will continue to provide emergency communications for all County emergency communcations as well as City of Wichita police and fire at the same or higher level than existed at the effective

date of this agreement. No charge shall be made to the City of Wichita for the provision of such communication services unless and until (A) the Sedgwick County Manager shall have first consulted with the City of Wichita and with all other users of the emergency communications service herein described and (B) the service charge shall apply to all users of such service. The Sedgwick County Emergency Communications Department will continue to be physically located at 714 N. Main Street, Wichita, Kansas. The administrative responsibility of the operation and employment of consolidated operating personnel of the Department of Emergency Communications is assigned to the County Manager of Sedgwick County. Upon request, administrative reports shall be provided to the City of Wichita."

Section 6. Section 7 "Same – Budget Requirements" shall be deleted in its entirety.

Section 7. Section 13 "Agreement and Effective Dates" shall be amended to read as follows:

"This joint resolution and ordinance shall constitute an agreement between the City of Wichita and Sedgwick County and will take effect _____, upon compliance with K.S.A. 12-2908 et seq. and its publication once in the official city and county newspapers. A fully executed and attested copy shall be filed with the County Clerk of Sedgwick County and the City Clerk of the City of Wichita.

Adopted by the Board of County Commissioners of Sedgwick County, Kansas, this ____ day of _____, 2012.

Sedgwick County, Kansas

_____
DAVID M. UNRUH, Chairman
Board of County Commissioners

ATTEST:

_____
KELLY B. ARNOLD, County Clerk

APPROVED AS TO FORM:

_____
JENNIFER MAGANA
Deputy County Counselor

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this _____ day of _____, 2012.

CITY OF WICHITA

_____
Carl Brewer, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
GARY REBENSTORF
Director of Law

First Published in The Wichita Eagle on _____

Delineated 1/24/12

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 2.12.1068, 2.12.1069, 2.12.1070, 2.12.1071, 12.1072, and 2.12.1077, REPEALING THE ORIGINALS OF SAID SECTIONS AND REPEALING SECTION 2.12.1073 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE NAME, DUTIES AND MEMBERSHIP OF THE WICHITA-SEDGWICK COUNTY EMERGENCY COMMUNICATIONS ADVISORY BOARD.

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

SECTION 1. Section 2.12.1068 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**~~Wichita~~ Sedgwick County Emergency Communications Advisory Board – Created.**

There is created the ~~Wichita~~ Sedgwick County emergency communications advisory board."

SECTION 2. Section 2.12.1069 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Same – Membership and term of office. The ~~Wichita~~ Sedgwick County emergency communications advisory board shall consist of the Sedgwick County sheriff, the Sedgwick County fire chief, the Sedgwick County director of emergency medical services, the Sedgwick County director of ~~disaster~~ emergency management, the chief of the Wichita police department and the chief of the Wichita fire department. In addition, the county and the city managers may each name a representative to this board. The members of the ~~Wichita~~ Sedgwick County emergency communications advisory board shall assume membership upon appointment or

election to their respective positions. They will serve on the emergency communications advisory board as long as they hold their respective elected office or appointed position.

(a) Suburban representatives. In addition to the positions described above, for a five-year period, from July 1, 2011 through April 14, 2016, the City of Derby police chief, the City of Derby fire chief, and the City of Haysville police chief will serve as voting members of the emergency communications advisory board. Upon expiration of the five-year period, the permanent membership shall appoint one agency head from a suburban law enforcement agency within Sedgwick County and one agency head from a suburban fire agency within Sedgwick County to five-year terms as voting members. These two individuals will represent the interests of all suburban law enforcement and suburban fire agencies within Sedgwick County."

SECTION 3. Section 2.12.1070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Same – Meetings, officers, recordkeeping.** The ~~Wichita~~ Sedgwick County emergency communications advisory board shall convene for its meetings at such time and place as shall be fixed by the board's president ~~of the Wichita-Sedgwick County emergency communications advisory board~~. The ~~Wichita~~ Sedgwick County emergency communications advisory board shall elect one member as its president and one member as its ~~first~~ vice-president~~, and one member as its second vice-president~~. The terms of the president and vice-president~~s~~ shall be for one year. The president will act as leader of convened meetings, enforce membership rules and will be the official spokesperson and representative of the board. The vice president will assume the duties of the president in the president's absence. The director of ~~the~~ Sedgwick County emergency communications ~~department~~ will act as staff to the advisory board and serve in an ex officio capacity on the advisory board. The director of Sedgwick County emergency communications

shall cause a proper record to be kept of all proceedings of the emergency communications advisory board."

SECTION 4. Section 2.12.1071 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Same-Responsibilities generally ~~– Budget~~.** The purpose of the Sedgwick County emergency communications advisory board shall be ~~responsible for determining~~ to determine operational policies and procedures ~~of the emergency communications department and making recommendations on same to the Sedgwick County manager for implementation. Annually, the emergency communications advisory board shall develop, along with the director of emergency communications, an operating budget and recommend the same to the county manager who will submit it for approval to the board of county commissioners. A copy of the proposed budget will be provided to the city via the city manager's office~~. The board may review recommendations of new technologies utilized by the Sedgwick County emergency communications department which directly support the 911 infrastructure and advise on emergency communications-related matters as they affect the Sedgwick County emergency communications department."

SECTION 5. Section 2.12.1072 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

" Same – Organization, functions, administrative responsibility and location of operations. The Sedgwick County manager will select a director of emergency communications for the day-to-day operations of the Sedgwick County emergency communications department. The emergency communications advisory board may participate in the recruitment process if requested to do so by the county manager. The department of emergency communications upon the effective date of this ~~agreement~~ joint resolution and ordinance, and so long as it remains in

effect, will continue to provide emergency communications for all county emergency communications as well as ~~city~~ City of Wichita police and fire at the same or higher level than existed at the effective date of this agreement. No charge shall be made to the City of Wichita for the provision of such communication services unless and until (A) the Sedgwick County manager shall have first consulted with the City of Wichita and with all other users of the emergency communications service herein described and (B) the service charge shall apply to all users of such service. The Sedgwick County ~~department of~~ emergency communications department will continue to physically be located ~~in the basement of the Sedgwick County Courthouse, but it may be moved to another location at the discretion of the Sedgwick County manager so long as the moving costs are not charged to the City of Wichita~~ at 714 N. Main Street, Wichita, Kansas. The administrative responsibility of the operation and employment of consolidated operating personnel of the department of emergency communications is assigned to the county manager of Sedgwick County. Upon request, administrative reports shall be provided to the City of Wichita."

SECTION 6. Section 2.12.1077 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Agreement – Effective dates. This joint resolution and ordinance codified in Sections 2.12.067 through 2.12.077 shall constitute an agreement between the City of Wichita and Sedgwick County and will take effect ~~January 1, 1994~~ upon compliance with K.S.A. 12-2908 et seq. and its publication once in the official city and county newspaper. A fully executed and attested copy shall be filed with the county clerk of Sedgwick County and the city clerk of the City of Wichita.

SECTION 7. The originals of Sections 2.12.1068, 2.12.1069, 2.12.1070, 2.12.1071, 2.12.1072, 2.12.1073, and 2.12.1077 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 8. 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 _____, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on March 23, 2012

1/24/12

ORDINANCE NO. 49-242

AN ORDINANCE AMENDING SECTIONS 2.12.1068, 2.12.1069, 2.12.1070, 2.12.1071, 12.1072, and 2.12.1077, REPEALING THE ORIGINALS OF SAID SECTIONS AND REPEALING SECTION 2.12.1073 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE NAME, DUTIES AND MEMBERSHIP OF THE WICHITA-SEDGWICK COUNTY EMERGENCY COMMUNICATIONS ADVISORY BOARD.

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

SECTION 1. Section 2.12.1068 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Sedgwick County Emergency Communications Advisory Board – Created.**

There is created the Sedgwick County emergency communications advisory board."

SECTION 2. Section 2.12.1069 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Same – Membership and term of office. The Sedgwick County emergency communications advisory board shall consist of the Sedgwick County sheriff, the Sedgwick County fire chief, the Sedgwick County director of emergency medical services, the Sedgwick County director of emergency management, the chief of the Wichita police department and the chief of the Wichita fire department. In addition, the county and the city managers may each name a representative to this board. The members of the Sedgwick County emergency communications advisory board shall assume membership upon appointment or election to their respective positions. They will serve on the emergency communications advisory board as long as they hold their respective elected office or appointed position.

(a) Suburban representatives. In addition to the positions described above, for a five-year period, from July 1, 2011 through April 14, 2016, the City of Derby police chief, the City of Derby fire chief, and the City of Haysville police chief will serve as voting members of the emergency communications advisory board. Upon expiration of the five-year period, the permanent membership shall appoint one agency head from a suburban law enforcement agency within Sedgwick County and one agency head from a suburban fire agency within Sedgwick County to five-year terms as voting members. These two individuals will represent the interests of all suburban law enforcement and suburban fire agencies within Sedgwick County."

SECTION 3. Section 2.12.1070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Same – Meetings, officers, recordkeeping.** The Sedgwick County emergency communications advisory board shall convene for its meetings at such time and place as shall be fixed by the board's president. The Sedgwick County emergency communications advisory board shall elect one member as its president and one member as its vice-president,. The terms of the president and vice-president~~s~~ shall be for one year. The president will act as leader of convened meetings, enforce membership rules and will be the official spokesperson and representative of the board. The vice president will assume the duties of the president in the president's absence. The director of Sedgwick County emergency communications will act as staff to the advisory board and serve in an ex officio capacity on the advisory board. The director of Sedgwick County emergency communications shall cause a proper record to be kept of all proceedings of the emergency communications advisory board."

SECTION 4. Section 2.12.1071 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Same-Responsibilities generally.** The purpose of the Sedgwick County emergency communications advisory board shall be to determine operational policies and procedures. The board may review recommendations of new technologies utilized by the Sedgwick County emergency communications department which directly support the 911 infrastructure and advise on emergency communications-related matters as they affect the Sedgwick County emergency communications department."

SECTION 5. Section 2.12.1072 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Same – Organization, functions, administrative responsibility and location of operations. The Sedgwick County manager will select a director of emergency communications for the day-to-day operations of the Sedgwick County emergency communications department. The emergency communications advisory board may participate in the recruitment process if requested to do so by the county manager. The department of emergency communications upon the effective date of this joint resolution and ordinance, and so long as it remains in effect, will continue to provide emergency communications for all county emergency communications as well as City of Wichita police and fire at the same or higher level than existed at the effective date of this agreement. No charge shall be made to the City of Wichita for the provision of such communication services unless and until (A) the Sedgwick County manager shall have first consulted with the City of Wichita and with all other users of the emergency communications service herein described and (B) the service charge shall apply to all users of such service. The Sedgwick County emergency communications department will continue to physically be located at 714 N. Main Street, Wichita, Kansas. The administrative responsibility of the operation and employment of consolidated operating personnel of the department of emergency communications is assigned to the county

manager of Sedgwick County. Upon request, administrative reports shall be provided to the City of Wichita."

SECTION 6. Section 2.12.1077 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Agreement – Effective dates. This joint resolution and ordinance codified in Sections 2.12.067 through 2.12.077 shall constitute an agreement between the City of Wichita and Sedgwick County and will take effect upon compliance with K.S.A. 12-2908 et seq. and its publication once in the official city and county newspaper. A fully executed and attested copy shall be filed with the county clerk of Sedgwick County and the city clerk of the City of Wichita.

SECTION 7. The originals of Sections 2.12.1068, 2.12.1069, 2.12.1070, 2.12.1071, 2.12.1072, 2.12.1073, and 2.12.1077 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 8. 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 20th day of March, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

CITY OF WICHITA
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Sale of City Property at 3333 North Ohio (Districts VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: The City acquired a 5.67 acre site at 3333 North Ohio in 2001 as a site for soccer fields. Subsequent to the acquisition, a more suitable site for the fields was identified further north on Ohio. The City Council declared the site surplus to the City's needs on February 14, 2006. The site has been marketed since that time on the internet, in newspaper advertisements and in mailings to real estate professionals. The site is zoned General Industrial and has all utilities to the site.

Analysis: An offer of $220,000 ($.89 per square foot) has been received. The buyer is a full service line specializing in hauling of bulk materials. The buyer intends to develop the site as a service facility and yard for fleet vehicles. This use is similar to several others in the immediate area.

Financial Considerations: The City will receive cash consideration for the sale of the property, less a 6% real estate commission payable to the listing broker. 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 Efficient Infrastructure by returning funds to the capital improvement funds and, Economic Vitality by promoting the redevelopment of a vacant site.

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

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

Attachments: Real Estate Purchase Agreement and aerial.

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this 17 day of Feb, 2012 by and between the City of Wichita, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Midwest Bulk, Inc., a Kansas corporation and/or its assigns, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

   Lot 4, Burlington Northern Industrial Center Addition, Wichita, Sedgwick County Kansas

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Two Hundred Twenty Thousand Dollars and Zero Cents ($220,000.00) in the manner following to-wit: cash at closing

3. Buyer shall, within five (5) days after the execution of this contract, deliver to Security 1st Title, LLC (the "Title Company") the sum of Ten Thousand Dollars and no/100 ($10,000.00) in the form of earnest money (the "Earnest Money"). The Earnest Money shall be invested in an interest bearing account acceptable to and for the benefit of Buyer. The interest earned on the Earnest Money shall be added to and become a part of the Earnest Money. The Earnest Money shall be deposited with the Title Company as a guarantee that the terms and conditions of this Agreement shall be fulfilled by Buyer. Said Earnest Money shall be applied to the Purchase Price due at the Closing, subject to the conditions and contingencies set forth herein. In the event this Agreement is terminated at any time after the expiration of the Contingency Period (defined hereafter) as a result of the breach of the Agreement by Buyer, Seller shall be entitled to the Earnest Money as its sole and exclusive remedy for such termination.

3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.

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

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

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

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before April 30, 2012.

9. Possession to be given to Buyer at closing

10. Closing costs shall be paid 50% by Buyer and 50% by Seller.

11. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
    A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
    B. The presence or absence of any contamination by any hazardous substance;
    C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
    D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
    E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
    F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

13. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:

A. Adult Book and Video Stores
B. Community Correctional Facilities
C. Half-way Houses
D. Drug or Alcohol Rehabilitation Facilities
E. Multi-game, Casino-style Gambling Facilities
F. New or Used Car Sales

G. Commercial Billboards

14. The covenants and agreements contained in Paragraphs 12 and 13 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.

15. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

16. Buyer's obligations under this Agreement are contingent, among other things, upon Buyer's satisfaction with the condition of the Property and the suitability of the Property for Buyer's intended use within Thirty (30) days following the Effective Date. For such purposes, Buyer and Buyer's agents, employees and contractors shall have the right to go upon the Real Property at all reasonable times. Buyer agrees to indemnify and hold harmless the Seller for any damages caused by Buyer's inspections and testing. If Buyer, in its sole and absolute discretion, determines that the Property is unsuitable for Buyer's acquisition, Buyer shall have the right to terminate this Agreement by giving written notice (a "Termination Notice") thereof to Seller on or before the thirtieth (30th) day following the execution of this contract (the "Contingency Period"). If Buyer gives such notice of termination within the Contingency Period, this Agreement shall terminate, neither party shall have any further rights or obligations to the other (except for any indemnity rights and obligations pursuant to other provisions of this Agreement), the earnest money deposit and any accrued interest thereon shall be returned to Buyer and each party shall bear its own costs and share of costs incurred under this Agreement. If Buyer fails to give Seller a Termination Notice prior to the expiration of the Contingency Period, Buyer shall be deemed to have elected to proceed with the purchase of the Real Property pursuant to the terms hereof, and Buyer's earnest money deposit shall become nonrefundable.

17. The real property proposed for sale is currently vacant. Buyer intends to develop the property with trucking facility related uses. If the Buyer fails to initiatedevelopment of the property for said uses within twenty-four months (24)months of the date of closing, the Seller shall have the right, at its sole discretion, to purchase the real property at the same price for which the Seller sells said property pursuant to this Contract.

18. Buyer shall present details of the future use of the site to the Seller for Sellers approval prior to closing. Seller shall have the right to approve the user, site plans, landscaping and other items as deemed important. If Seller does not approve of the details as presented, Buyer shall have the right to modify the proposal. If an agreement cannot be reached as to the acceptability of the proposal, this contract shall be null and void, with Buyer and Seller relieved of all liability hereunder.

18. Seller shall pay to John T. Arnold Associates, Inc. ("Arnold"), in cash, at closing, a sales commission of Six percent (6%) of the gross sales price.

19. Arnold shall be acting as agent of the Buyer.
As the Buyer's agent, Arnold:
(a) shall represent the interest of the Buyer;
(b) shall not be the agent of the Seller; and,
(c) shall disclose to the Buyer information given to Arnold

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

BUYER
Midwest Bulk, Inc.

David Gaggero, ~~President~~
Vice President

BUYER
Midwest Bulk, Inc.

Amanda Gaggero, ~~Vice~~ President

BUYER:
By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: 2012 Special Liquor Tax Contract Renewals

INITIATED BY: City Manager's Office

AGENDA: Consent

- -

Recommendation: Approve contract renewals for the five programs extended through March for the rest of 2012, with authorization of necessary signatures.

Background: At the December 14, 1999 meeting, the City Council established policy guidelines for the use and administration of the Special Liquor Tax dollars designated for alcohol and substance abuse prevention and treatment. The policy guidelines were reviewed and reaffirmed at a May 24, 2005 City Council workshop and are being used in the operation and administration of the 2011 Special Liquor Tax Program.

In September of 2010, a comprehensive Special Liquor Tax services Request for Proposals (RFP) was issued by the City's Purchasing Office to procure services for the 2011 calendar year. At its December 14, 2010 meeting, the City Council approved a provider operating budget of $1,276,166, which authorized 12 different organizations to operate 16 projects in the provision of alcohol and substance abuse prevention and treatment services. The Special Liquor Tax Program approved for calendar year 2011 included eight prevention and eight treatment projects, with case management services built into the projects, where appropriate. These projects address diverse populations, which include children and adults, men and women, various ethnic groups and judicially detained/referred individuals. The initial grant year was 2011 and contracts included 2 one-year options to renew. The first renewal is for calendar year 2012 and programs will be reviewed again before being considered for the last renewal which is calendar year 2013.

Analysis: The Special Liquor Tax process is overseen by the Special Liquor Tax Coalition. It members assess Special Liquor Tax Program needs and make program/funding recommendations to the City Council. Of the sixteen grants up for renewal for 2012, eleven were recommended for a full year renewal. These eleven programs met overall performance expectations for the year and were approved for renewal by the Wichita City Council on December 13, 2011. Five other grants were recommended for partial renewal through March 2012, with renewal for the remainder of the year contingent upon the organization's performance data for the fourth quarter of 2011.

The Coalition had specific areas of concern, including missing documentation for outcomes, reporting inaccuracies, insufficient staffing, and lack of data. For these reasons the Coalition was not comfortable with recommending an entire year's renewal. During its February meeting, the Special Liquor Tax Coalition spoke with representatives from each of these agencies and reviewed program performance for the last quarter. Based on the review, all five were recommended to receive renewal for the remainder of 2012 with the understanding that they would continue plans for performance improvement and address the issues that had put funding at risk. Specifically, each agency agreed to the following:

- The Center for Health and Wellness (CHW) developed Corrective Action Plans to ensure proper documentation is maintained to verify all outcomes reported for both the Strengthening Families Program and the Treatment Program. Documentation will be made available upon request to the

Coalition and/or staff at any time to ensure the CHW follows through on its Corrective Action Plan. Additionally CHW has developed strategies to increase the number of families served.

- The Knox Center was able to address the Coalition's concern relating to reporting accuracy. Its fourth quarter report contained no errors and accuracy will be tracked throughout 2012.

- Mirror Inc. was able to fill the vacant staff positions that support the Mayor's Youth Council program in the fourth quarter. The Coalition was assured that the program had the necessary support and resources from the agency to ensure the program's successful operation for the rest of 2012.

- Partners for Wichita made administrative changes to the Safe Streets Wichita Youth Corps Program. The agency modified a survey to better measure the impact on students on an individual participant basis. Additionally it agreed to serve "Commnidad de Paz," high risk youth who are on probation. This program is a partnership with USD 259 and the Department of Corrections.

Throughout the year, all service providers will update the Coalition on the status of the corrective actions.

The chart below details the recommendations for the five remaining program renewals for 2012. The amount included in the "2012 Recommended Funding Level" is the amount left for each program to reach their total grant allocation, as they have already received funding through March of this year.

Calendar Year Special Liquor Tax Providers	**Total Grant Allocation**	**2012 Recommended Funding Level**
Center for Health & Wellness: Strengthening Families	$94,000.00	$70,500.00
Center for Health & Wellness: Outpatient Treatment	$150,000.00	$112,500.00
Knox Center: Outpatient Treatment	$80,000.00	$60,000.00
Mirror, Inc. (formerly Regional Prevention Ctr): Mayor's Youth Council	$49,000.00	$36,750.00
Partners for Wichita: Safe Streets Wichita Youth Corps	$50,000.00	$37,500.00
Total	$423,000.00	$317,250.00

Financial Considerations: The 2012 Adopted budget for the Special Alcohol and Drug Abuse Program Fund includes funding for the recommended contract renewals.

Goal Impact: The fulfillment of provider agreements will enhance the Quality of Life of Wichita residents by reducing the negative consequences of alcohol and other drug abuse.

Legal Considerations: Agreements and renewals are subject to review and approval as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve contract renewals for the five providers listed above for grant renewal through calendar year 2012, with authorization of necessary signatures.

Attachments: None

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: Bikes Belong Green Lane Project Application

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendations: Authorize submission of the project application and letter of support from the Mayor.

Background: The non-profit Bikes Belong Foundation is currently accepting applications for their Green Lane Project (Project). The Project will provide six U.S. cities with research, best practices, study tours, workshops, and small grants related to the development of bicycle facilities – with a primary focus on protected on-street bicycle lanes. The application deadline is March 9th.

Analysis: The Project is a unique opportunity to learn best practices related to the development of bicycle facilities. The knowledge and potential funding available to the project participants could help with the implementation of recommendations in the forthcoming Wichita Bicycle Master Plan. Project participants are eligible for the following benefits listed below.

- Contacts and facilitated discussions with other communities and federal agencies
- Grants for streetscape improvements, communication, outreach, marketing and other initiatives to promote bicycling
- Tours of bicycle facilities in Denmark, New York City, and the Netherlands
- Workshops with bicycle facility design professionals
- Research related to operations and safety, economic impacts, and bicycle use

As part of the application, Project applicants are asked to "…identify specific projects that are likely to be completed at the end of 2013...". The City Wichita Bicycle Master Plan is currently under development and the short-term priority project list is not currently available to include with the project application submission. However, citizen input collected during the Wichita Bicycle Master Plan development process and previous planning efforts have highlighted the need to connect the existing bikeways as a compressive network, provide access to/through downtown, and create a core network for bicycle access throughout the City. Projects that could be completed by 2013 and help meet the highlighted community needs are listed below.

- 1st Street and 2nd Street on-street bicycle facilities from the existing bike lanes at I-135 to the Arkansas River bike path
- Mt. Vernon Road on-street bicycle facilities from Edgemoor Drive to the existing bike lanes west of Broadway Avenue
- Edgmoor Drive on-street bicycle facilities from Mt. Vernon Road to just south of the intersection of 17th Street and Woodlawn Boulevard

Financial Considerations: The Project will cover the travel costs for the kick-off and study tours. The anticipated direct costs to the participant cities are staff time and costs for the bicycle infrastructure projects. The draft 2011-2020 Capital Improvement Program allocates $500,000 for bicycle infrastructure projects every other year starting in 2013.

Goal Impact: The Bikes Belong Green Lane Project will help achieve the goals of Ensure Efficient Infrastructure and Enhance the Quality of Life.

Legal Considerations: None

Recommendation/Action: It is recommended that the City Council approve the submission of an application for the Bikes Belong Green Lane Project and authorize the Mayor to submit a letter of support.

City of Wichita
City Council Meeting
March 6, 2012

To: Mayor and City Council

Subject: A request for permission to submit a Historic Preservation Grant proposal to the State Historic Preservation Office to fund a Wichita Commercial and Industrial Resources 1870-1963 Multiple Property Document. (All Districts)

Initiated By: Metropolitan Area Planning Department

Agenda: City Council Consent

Recommendation: Approve submission of the grant proposal and authorize the City Manager to sign the application.

Background: The grant proposal application, in the amount of $20,000, would allow the City to be considered for grant funding to write a historic context for multiple properties built between 1870 and 1963 within the 1960 City limits. This document will assist property owners by streamlining the process for listing commercial and industrial buildings in State and National Registers of Historic Places. It will reduce the review time for redevelopment projects located in Wichita using the State and federal historic income tax credit program.

Analysis: Each year the Kansas State Historic Preservation Office (SHPO) offers a competitive application process for Historic Preservation Fund (HPF) matching grants. Only Certified Local Government (CLG) communities are eligible to submit applications for FY 2012. Wichita has been a CLG since 1979. If approved, the project would be completed by June 30, 2013.

Financial Consideration: Although the application shows the required 40 percent match as "cash," it is actually all staff time. As per the grant application instructions, paid staff time is documented as "cash" match rather than "in-kind" match. The staff time of the Senior Historic Preservation Planner to oversee the project and write the document will provide the match for the grant. This grant is consistent with the operating and capital budgets, and the local matching requirements are properly provided and consistent with City financial requirements. No additional funding is required of the City.

Goal Impact: The Wichita Commercial and Industrial Resources 1870-1963 Multiple Property Document will assist with the goal of creating Vibrant Neighborhoods, as well as promoting Economic Vitality.

Legal Consideration: Federal and State assurances have been provided. Its implementation will not negatively impact local development plans, zoning, land use or licensing requirements. The grant proposal has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve submission of the grant proposal and authorize the City Manager to sign the agreement.

Attachment: Kansas Historical Society FY2012 Historic Preservation Fund Grant Application for the Wichita Commercial and Industrial Resources 1870-1963 Multiple Property Document.

FY2012 Historic Preservation Fund Grant Application

Use this form as your application cover sheet.

1. Applicant (Sub-grantee): City of Wichita Historic Preservation Office

   Authorized Signatory (type or print): Robert Layton, City Manager

   Authorized Signatory (signature):_____

   Mailing Address: 455 N. Main, 13th Floor

   Wichita, Kansas 67202

2. Contact Person: Kathy L. Morgan, Senior Planner

   Mailing Address: 455 N. Main, 10th Floor

   Wichita, Kansas 67202-1688

   Telephone Number: 316-268-4421

   FAX Number: 316-268-4390

   E-mail: kmorgan@wichita.gov

3. U.S. Congressional District Number: 4

4. Is this application being submitted in the Certified Local Government (CLG) category?

   Yes X No _____

5. Project Title: Wichita Commercial/Industrial Resources 1870-1963 Multiple Property Document

6. Project Beginning Date: June 15, 2012 Project Ending Date: May 31, 2013

7. Project Costs:

Total Project Cost	$33,334.00
Federal Share (60%)	$20,000.00
Total Match (40%)	$13,334.00
Cash Match	$13,334.00
In-Kind Match	$_____

PROJECT RATIONALE AND OBJECTIVES

The City of Wichita Historic Preservation Office proposes to write a Multiple Property Document to establish the historic context and historic significance of commercial, manufacturing and industrial structures built during the period of significance from 1870 through 1963. Commercial, manufacturing and industrial buildings account for approximately 19 percent of the over 11,300 structures that have already been surveyed in Wichita. Of these approximately 600 structures, 100 are potentially eligible as districts and 55 structures are individually eligible. Over 80 percent of the structures surveyed are located in the central city. The remaining are in older neighborhoods within two miles of downtown Wichita which were built out by 1935 (see attached Map). The neighborhood commercial centers that were built as Wichita grew from post World War II up through 1963 have not been documented in historic building surveys. The outlying neighborhood commercial areas are beginning to lose the structures built between 1920 and 1962 and the historic context of the historic residential neighborhoods is being eroded.

The 1960 city limit of Wichita will contain the majority of commercial, industrial and manufacturing structures built during the period of significance. The northern boundary of the 1960 city limit is 29th Street North, eastern boundary is almost to Rock Road, the southern boundary runs along 31st Street South and Interstate 235 creates the western boundary.

In order to utilize the City of Wichita Historic Preservation Office resources to their optimum function, the sub-grantee is requesting the grant funds be used to pay existing Current Plans staff – two planning aides – to perform photo documentation of the structure types and styles, and map production during the 12 month period of the grant project.

This project supports the list of high-priority projects identified by the State Historic Preservation Office for planning for historic resources. The population statistics for the period of significance has been researched and published as part of the Wichita Residential Resources 1870-1957 MPD (Morgan and Hammond, 2007). Residential development, particularly multi-family housing, has a symbiotic relationship to commercial development outside the historic central business district. The MPD would provide context by which associated groupings of buildings could be identified as historic districts.

PRODUCTS

The products derived from the grant request will be:

1) *Multiple Property Document of the Commercial and Industrial Development of Wichita, Kansas 1870-1963.* This document will provide historic context for development and expansion of Wichita's commercial, manufacturing and industrial resources. The MPD will include architectural styles/types, criteria for listing buildings individually and historic districts. Biographical information on architects and builders active in Wichita during the MPD period of significance will be included to continue the documentation established in the Wichita Residential Resources MPD;

2) Hard copy of MPD and CD with all files and maps; and

3) Presentation of the MPD to the Kansas Historic Sites Board of Review; and

4) An article written for the quarterly Kansas Preservation publication; and

5) Monthly reports documenting the activity of the preservation office and submission of final completion report.

IMPLEMENTATION

Monthly reports filed with SHPO Grants Manager by the 10th of each month.

June 16, 2012	Complete grant award training with SHPO staff.
July 30, 2012	Submit MPD outline and suggested geographic documentation for comment by SHPO staff.
November 16, 2012	Submit first draft of MPD for review by SHPO staff
December 31, 2012	Submit second draft and get MPD scheduled for State Sites Review Board quarterly meeting.
April 1, 2013	Submit electronic document with all supporting maps and appendices and Power Point presentation to National Register Coordinator.
May 2013	Present MPD to State Historic Sites Board of Review
June 15, 2013	Submit article for publication in Preservation Kansas quarterly magazine.
June 30, 2013	Submission of completion report with accompanying final products and billing request to SHPO Grants Manager.

2. The 1960 city limit of Wichita will contain the majority of commercial, industrial and manufacturing structures built during the period of significance. The northern boundary of the 1960 city limit is 29th Street North, eastern boundary is almost to Rock Road, the southern boundary runs along 31st Street South and Interstate 235 creates the western boundary.

3. The project area is located within the Wichita City limit and is approximately 52 square miles.

4. CD of 15 digital photos included with application.

APPLICANT ORGANIZATION AND PERSONNEL

1. The Wichita-Sedgwick County Metropolitan Area Planning Department (MAPD) Historic Preservation Office is located in the Wichita City Hall, and exists under the aegis of the MAPD, Current Plans Division. The Wichita Historic Preservation Office has been housed in the Current Plans Division of the MAPD since 1979. Staff associated with the proposed project will include the: Historic Preservation Senior Planner and two Current Plans Planning Aides for Mapping and Zoning. Kathy Morgan will be responsible for submitting monthly progress reports, grant products, completion reports and billing requests.

2. Resumes are attached for Kathy Morgan, Carol Gilchrist and Jim Schiffelbein. The personnel involved with the project meet the requirements of the Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, preservation economics, architectural history, history, anthropology, and humanities, which require a minimum of two (2) years of demonstrable experience in applying the theories, methods, and practices of historic preservation that enables in the identification, evaluation, or treatment of historic or archaeological resources.

3. N/A

4. Since 1999, the Wichita Historic Preservation Office has received grants from the Kansas State Historical Society funding 23 projects and currently has one (1) active grant for the 2012 Kansas Preservation, Energy and Sustainability Conference. The grants have been used for staffing design review assistant position, national register nominations, surveys, publications, planning documents and conferences.

   These grants have been administered according to reporting requirements and have been completed within the required time frame and the specified products submitted.

5. No other sources of funds have been sought for this project because actual cash matches are required and the MAPD budget does not have any available monies for match requirements.

PUBLIC EDUCATION AND IMPACT

The primary area that will be impacted by this document is the historic central business district. With the adoption of the Wichita Downtown Master Plan in 2010 and the Wichita Historic Preservation Office "Making the State Environs Law Work for You: Successful Architectural Design for Downtown Wichita, Kansas", fourteen buildings were submitted for listing in the state/national registers and six of those projects, that were individually eligible for listing in the state/national registers have been completed or nearing completion. The remaining buildings cannot move forward because of the lack of integrity to create a historic district.

The impact the Wichita Commercial/Industrial Resources 1870-1963 MPD will be the promotion of adaptive use of existing structures and sustainable building practices. Commercial and industrial structures outside the core area of Wichita would have an opportunity to be redeveloped instead of ending up in the construction landfill. The commercial/industrial MPD would dovetail with the existing Wichita Residential Resources 1870-1957 MPD and provided designation requirements for associated property types. Mid-century modern commercial buildings would have a formalized context of their significance and defining architectural features that will raise the level of understanding as products of their time. Too often these buildings are viewed at best as marginal in their architectural contribution to the historic fabric of our community. The buildings that will benefit from this document aren't the architectural gems of the 1890s, 1900s, 1920s or 1930s. However, they do provide a physical record and historic context for the growth and development of Wichita from 1870 through 1963 and without them, the significance of the architectural gems is greatly diminished.

The review process by SHPO staff and the Historic Sites Board of Review members would be made less onerous by establishment of eligibility requirements within the MPD.

PROJECT BUDGET FORM

BUDGET ITEMS	1. RECIPIENT MATCH		2. INDIRECT EXPENSES	3.FEDERAL SHARE	**4. TOTAL**
	a) CASH	b) IN-KIND	**Indirect Cost Agreement Required**		
1. SALARIES (list each separately) Administrator	13,334.00				13,334.00
Planning Aide				10,000.00	10,000.00
Planning Aide				9,781.00	9,781.00
Volunteer(s)					
Bookkeeper					
Others					
Consultant					
2. Mileage					
3. Expendable Supplies					
4. Photo Processing					
5. Communication					
6. Office Rent					
7. Printing and Advertising					
8. Utilities					
9. Equipment Rent					
10. Equipment Maintenance					
11. Insurance and Bonding					
12. Administrative Fee				219.00	219.00
TOTAL	13,334.00			20,000.00	33,334.00

***Totals on this page should match totals on cover sheet of application.**

1a+1b+2=40% 3=60% 4=100%

BUDGET RATIONALE

All staff to be utilized in conducting the survey meets Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, architectural history, history, anthropology, and humanities as it pertains to their daily planning activities.

CITY MATCH	**$13,334.00**
Administrator – Senior Historic Preservation Planner (288 hours @ $46.20/hr)	$13,334.00

FEDERAL MATCH	**$20,000.00**
Planning Aide (273 hours @36.63/hr)	$10,000.00
Planning Aide (306 hours @ $31.96/hr)	$ 9,781.00
City Administrative Fee 1.64% of grant amount	$ 219.00

TOTAL BUDGET

$33,334.00

Accounting system used for tracking
City of Wichita payroll system "Cyborg" and financial tracking system "Performance"

ASSURANCES

Applicants must agree to the following assurances for their applications to be considered for funding.

Applicants hereby agree and acknowledge that:

(1) if they are awarded funds, they will conduct their operations in accordance with Title VI and VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Kansas Act Against Discrimination, and the Americans With Disabilities Act of 1990 which bar discrimination against any employee, applicant for employment, or any person participating in any sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;

(2) they will perform no work for which reimbursement will be requested until (a) they have been notified that their application was approved; (b) a project agreement has been signed by the applicant and the State Historic Preservation Officer; and (c) they have been notified in writing that the work may begin.

(3) they have sufficient funds to match the Historic Preservation Fund grant and will pay for materials and services pending reimbursement by the Kansas State Historical Society.

(4) they will carry out the project in accordance with the relevant standards and guidelines developed by the Secretary of the Interior for Preservation Planning, Identification, Evaluation, and Registration.

(5) they will follow the guidelines established by the Kansas Historic Preservation Office and the U.S. Department of the Interior for the Historic Preservation Fund grant-in-aid.

(6) they will notify the Kansas Historic Preservation Office of any changes in the source or sources of the match, the project conditions, project scope of work, personnel changes, or of any other factors that might affect the progress, completion or outcome of the project.

(7) the filing of this application has been approved by the legally authorized governing body of the applicant, if applicable.

(8) the facts, figures, and information contained in this application, including all attachments, are true and correct. The submission of fraudulent information is grounds for the cancellation of an Historic Preservation Fund grant.

(9) all components of the grant application, including mandatory attachments are included and no additional or missing materials will be submitted after the stated application deadline.

_____ _____

Date Signature of Authorized Signatory

__Robert Layton, City Manager_____

Typed Name and Title of Signatory

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(Title VI, Civil Rights Act of 1964)

City of Wichita (hereinafter called Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and,

HEREBY GIVES ASSURANCE THAT IT will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid Federal financial assistance extended to the Applicant-Recipient by the National Park Service, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, the assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the National Park Service.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

_____
Date

City of Wichita Historic Preservation Office
Applicant-Recipient

by_____
Robert Layton, City Manager

455 N Main, 10th Floor Wichita, Kansas 67202
Applicant-Recipient's Mailing Address

DI-1350

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions – (The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of Interior Form 1954 (DI-1954). See Appendix A of Subpart D of 43 CRF Part 12).

Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – (See Appendix B of Subpart D of 43 CFR Part 12).

Certification Regarding Drug-Free Workplace Requirements – Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) – See Appendix C of Subpart D of 43 CFR Part 12).

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative Agreement or loan.

PART A: **Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions**

CHECK ___ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any or the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –**

Lower Tier Covered Transactions

CHECK _✓_ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

CHECK _✓_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

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

B.The grantee may insert in the space provided below the sites(s) for the performance of work done in connection with the specific grant:

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

Wichita- Sedgwick County Metropolitan Area Planning Department

455 N Main, 10th Floor, City Hall

Wichita, KS 67202-1688

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

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

PART E: **Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS $100,000; A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF $150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING $100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Robert Layton , City Manager

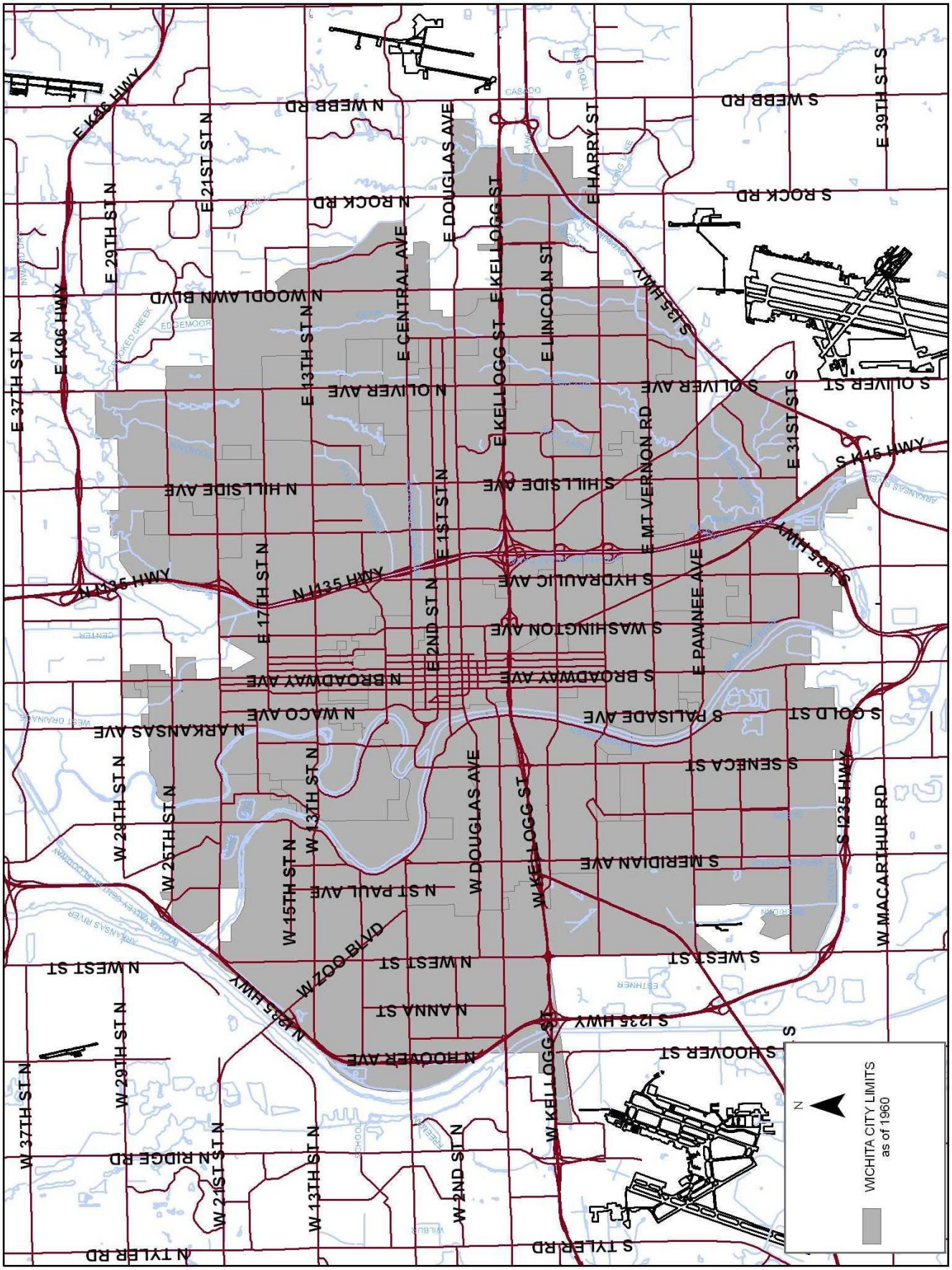
DATE

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

Date

DI-2010
June 1995
(This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)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WICHITA CITY LIMITS
as of 1960

Second Reading Ordinances for March 6, 2012 (first read on February 14, 2012)

A. <u>Public Hearing on the Establishment of a Redevelopment District, STAR Bond Financing for the K-96 Greenwich STAR Bond District.</u> (District II)

Ordinance No. 49-208

An ordinance of the City of Wichita establishing the K-96 Greenwich Star Bond Project District.

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: ZON2011-00042 – City zone change from TF-3 Two-Family Residential ("TF-3") to GC General Commercial ("GC") with Protective Overlay ("PO") #265, generally located on the northeast corner of 13th Street North and Poplar Avenue (District I)

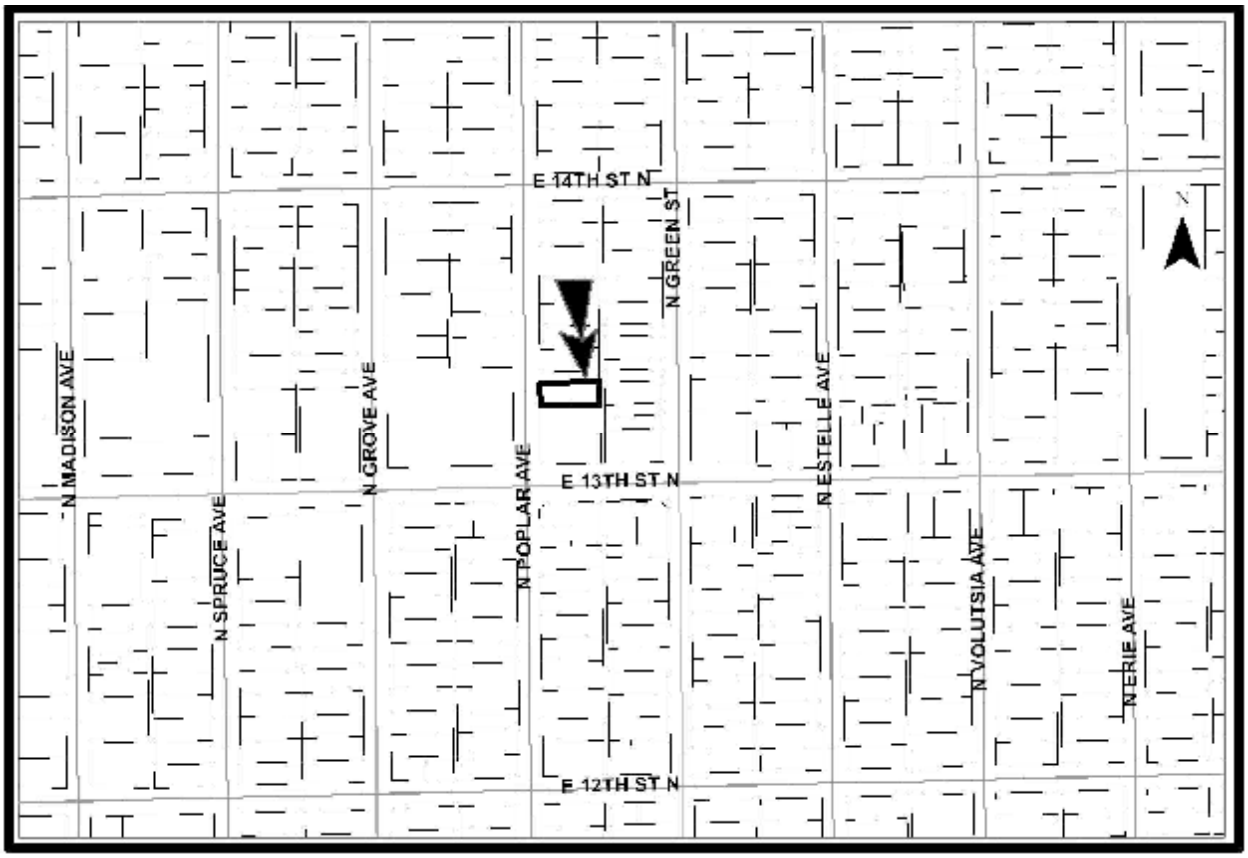
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The Metropolitan Area Planning Commission voted (11-0) to approve the request.

DAB V Recommendation: District Advisory Board I voted unanimously to approve the request.

MAPD Staff Recommendation: Planning staff recommends the request be approved.



Background: The applicant is requesting GC General Commercial ("GC") zoning for the TF-3 Two-Family Residential ("TF-3") zoned Lots 34 and 36, Rose Hill Addition. The subject site located at 1416 N. Poplar Avenue and is developed with a single-family residence (built 1945). The subject site abuts the north side of the applicant's GC zoned automobile repair garage located on the northeast corner of Poplar and 13th Street North. If the zoning is approved, the applicant proposes to redevelop the site as a parking area for cars and light trucks waiting for repair at his auto repair garage. The Unified Zoning Code ("UZC") permits an automobile repair garage as well as an accessory parking area for those vehicles waiting for repair at the garage in the GC zoning district.

The site is part of a mostly TF-3 zoned single-family residential neighborhood that is located north, east and northwest and west of the site. There is a 25-foot wide, concrete paved, with a full curb alley abutting the north side of the site. TF-3 zoned residences are located adjacent to the site on its north, west and east sides. This residential neighborhood is broken up by some GC, LC Limited Commercial ("LC"), GO General Office ("GO") zoned businesses located along both sides of 13th Street North, between Spruce (west) and Estelle (east) Avenues. The LC and GC zoned Save-A-Lot grocery store is located west of the site, across Poplar Avenue, on the northeast corner of 13th and Grove Avenue. West of the grocery is a LC zoned church. Southeast of the site, across an alley, is a GC zoned lawn care contractor's business. South of the site, across 13th is a GC zoned single-family residence, and LC zoned liquor store, a small strip retail, a carryout restaurant and an auto repair-detail shop. An LC zoned Family Dollar retail store is located further west. Another two blocks west of the site is a GC zoned property, which advertises itself as auto repair but looks more like a vehicle storage yard or a non-conforming wrecking and salvage yard.

Analysis: At the Metropolitan Area Planning Commission (MAPC) meeting held December 22, 2011, the MAPC voted (11-0) to recommend approval, as a consent item, of the requested GC zoning with the following provisions of PO #265:

(1) All vehicle parking on the site will be accessory to the abutting vehicle repair garage abutting the south side of the site; Lot 1, Block 2, Hays and Bell Addition.
(2) Permitted uses are Vehicle Repair, Limited and General and those uses permitted by right in the LC Limited Commercial ("LC") zoning district.
(3) Dedication of complete access control onto the abutting alley right-of-way.

At the MAPC meeting no one spoke against the requested rezoning. At the District Advisory Board I (DAB I) meeting held on February 6, 2012, the DAB voted unanimously to approve the rezoning request with the above provisions of PO #265. No one spoke against the requested rezoning at the DAB meeting. No valid protests were received during the two week protest period.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Goal Impact: The application promotes Economic Vitality.

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

Recommendation/Actions:
(1) Adopt the findings of the MAPC and approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

Attachments:
- Ordinance
- MAPC Minutes
- DAB I Memo

OCA 150004

ORDINANCE NO. 49-243

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. ZON2011-00042

Zone change from TF-3 Two-Family Residential ("TF-3") to General Commercial ("GC") on an approximately 6,500-square foot (130' x 50') property described as:

Lots 34 and 36, Rose Hill Addition, Humboldt, now Polar Avenue side; generally located on the northeast corner of 13th Street North and Polar Avenue, Wichita Sedgwick County, Kansas.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #265:

(1) All vehicle parking on the site will be accessory to the abutting vehicle repair garage abutting the south side of the site; Lot 1, Block 2, Hays and Bell Addition.
(2) Permitted uses are Vehicle Repair, Limited and General and those uses permitted by right in the LC Limited Commercial ("LC") zoning district.
(3) Dedication of complete access control onto the abutting alley right-of-way.

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.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

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

INTEROFFICE MEMORANDUM

TO: Wichita City Council

MAPC Members

FROM: LaShonda Garnes, Neighborhood Assistant, District 1

SUBJECT: ZON2011-00042

DATE: February 17, 2012

On Monday, February 6th the District Advisory Board (DAB) for Council District 1 considered the request for a zoning change from TF-3 Two Family Residential to General Commercial at the location midway between Hydraulic and Hillside Avenues, on the northeast corner of Poplar Avenue and 13th Street North.

The Board members and citizens present had the following concerns:

- If the developer planned to tear down the house on the lot, and
- If there would be a new fence, if so, would it be a solid fence with no barb wire.

The applicant was present and stated that the reason for the zone change was due to the street widening on 13th Street. He noted that the street widening project took some of his parking so he needed more land. He advised that he has a contract on the house and it would be removed and that a solid fence would be added.

A resident was in attendance and she wanted to know how this would impact her property taxes. **Vice Mayor Williams** advised that they were not expert in that area and would have to follow up with county staff.

DAB members voted 9-0 to recommend <u>approval</u> of this request.

Please review this information when this request is considered.

EXCERPT MINUTES OF THE JANUARY 5, 2012 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2011-42 - Opal Fay Smith and the Veterans Administration (owner) and George M. Bell (applicant/contract purchaser request a City zone change from TF-3 Two-Family Residential to GC General Commercial on property described as:

Lots 34 and 36, Humboldt, now Poplar Avenue, Rose Hill Addition, Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting GC General Commercial ("GC") zoning for the TF-3 Two-Family Residential ("TF-3") zoned Lots 34 and 36, Rose Hill Addition. The subject site located at 1416 N. Poplar Street (with its single-family residence, built 1945) and abuts the north side of the applicant's GC zoned automobile repair garage located on the northeast corner of Poplar Avenue and 13th Street North. If the zoning is approved, the applicant proposes to redevelop the site as a parking area for cars and light trucks waiting for repair at his auto repair garage. The Unified Zoning Code ("UZC") permits an automobile repair garage ("Vehicle Repair, Limited and General," UZC, Sec. II-B.14.h. and i.), as well as a an accessory parking area for those vehicles waiting for repair at the garage (UZC, "Commercial Parking", Sec. II-B.10.c) in the GC zoning district.

The UZC, Section IV-A.2.b, states all parking areas, loading areas and driveways on all developments other than low-density residential developments shall be surfaced with concrete, asphaltic concrete, asphalt, or other comparable surfacing and shall be maintained in good condition and free of weeds, dust, trash and other debris. The UZC's Screening and Lighting standards (Sec. IV-B, 3.d.) states in part: screening of all nonresidential uses shall be provided along all side or rear lot lines abutting or across an alley from a residential zoning district. Screening can be provided in the form of fencing, berms, solid landscaping or a combination of the three.

The Landscape Ordinance also requires landscape buffers along the rear and side boundaries of nonresidential developments when adjacent to residential districts. Where there is a screening fence separating residential zoning from nonresidential zoning, the Landscape Ordinance requires one shade tree or two ornamental trees per forty lineal feet of property line abutting the residential area. The trees must be located within 15 feet of the common property line. Where there is not any zoning screening, as described above, a landscape buffer of 15 feet in width with one shade tree or two ornamentals and five shrubs are required for each thirty feet in length of the buffer. Existing landscaping may count towards the code required minimums. The applicant may submit, for consideration, an alternate landscape plan that does not meet code minimums along with an explanation why code minimums cannot be provided is included. Because Poplar is not an arterial street, a collector street, an at-grade expressway, or freeway road and the site is not located across the street from residential zoning, there is no required landscaped street yard. If the requested GC is approved Compatibility setbacks will also be applied to the redevelopment of the site.

The site is part of a mostly TF-3 zoned single-family residential neighborhood that is located north, east and northwest and west of the site. There is a 25-foot wide, concrete paved with a full curb alley abutting the north side of the site. TF-3 zoned residences are adjacent to the site on its north, west and east sides. This residential neighborhood is broken up by some GC, LC Limited Commercial ("LC"), GO General Office ("GO") zoned businesses located along both sides of 13th Street North, between Spruce (west) and Estelle (east) Avenues. The LC and GC zoned Save-A-Lot grocery store is located west of the site, across Poplar Avenue, on the northeast corner of 13th and Grove Avenue. West of the grocery is a LC zoned

church. Southeast of the site, across an alley, is a GC zoned lawn care contractor's business. South of the site, across 13th is a GC zoned single-family residence, and LC zoned liquor store, a small strip retail, a carryout restaurant and an auto repair-detail shop. An LC zoned Family Dollar retail store is located further west. Another two blocks west of the site is a GC zoned property, which advertises itself as auto repair but looks more like a vehicle storage yard or a non-conforming wrecking and salvage yard.

CASE HISTORY: The Rose Hill Addition (Lots 34 and 36) was recorded in December 1909. The site is located in the Northeast Local Investment Area.

ADJACENT ZONING AND LAND USE:

NORTH:	TF-3	Single-family residences
SOUTH:	GC	Auto repair garage, lawn care contractor
EAST:	TF-3	Single-family residences
WEST:	LC, GC, TF-3	Grocery store, single-family residences

PUBLIC SERVICES: Poplar Avenue is a paved residential street. 13th Street North is a paved four-lane, (with a center turn lane at Grove Avenue, a block west), minor arterial that carries 15,100 – 15,329 average daily trips per day. A CIP for improvements to 13th Street from Hydraulic to Oliver Avenues may begin as early as 2012. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" (Guide) categorizes the site as "Urban Residential." The Urban Residential category encompasses the full diversity of residential development densities and types typically found in a large urban municipality. The site's current TF-3 zoning and its development as a single-family residence complies with the Guide's Urban Residential category. The proposed GC zoning does not comply with the Guide's Urban Residential category, however it does matches the applicant's abutting GC zoned auto repair business as well as several other small GC zoned businesses in this area. In the past the MAPC has considered supporting expansion of existing businesses by rezoning on a case by case basis.

Many of the uses permitted in the GC zoning district, more closely resemble the Guide's "Regional Commercial" category. The Regional Commercial category encompasses major destination areas that contain concentrations of commercial, office and personal services that have predominately regional market areas and high volumes of regional traffic. Typically they are located in close proximity to freeways or major arterials and include such uses as major retail malls, major car dealerships and big box retail. The small GC zoned sites in this area are located along a minor arterial (13th Street North) and appear to serve a local market area.

RECOMMENDATION: Staff recommends support of the proposed GC zoning with the following provisions of a PO Protective Overlay ("PO"):

(1) All vehicle parking on the site will be accessory to the abutting vehicle repair garage abutting the south side of the site; Lot 1, Block 2, Hays and Bell Addition.
(2) Permitted uses are Vehicle Repair, Limited and General and those uses permitted by right in the LC Limited Commercial ("LC") zoning district.
(3) Dedication of complete access control onto the abutting alley right-of-way.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The site is part of a mostly TF-3 zoned single-family residential neighborhood that is located north, east and northwest and west of the site. There is a 25-foot wide, concrete paved, with a full curb alley abutting the north side of the site. TF-3 zoned residences are adjacent to the site on its north, west and east sides. This

residential neighborhood is broken up by some GC, LC Limited Commercial ("LC"), GO General Office ("GO") zoned businesses located along both sides of 13th Street North, between Spruce (west) and Estelle (east) Avenues. The LC and GC zoned Save-A-Lot grocery store is located west of the site, across Poplar Avenue, on the northeast corner of 13th and Grove Avenue. West of the grocery is a LC zoned church. Southeast of the site, across an alley, is a GC zoned lawn care contractor's business. South of the site, across 13th, is a GC zoned single-family residence, and LC zoned liquor store, a small strip retail, a carryout restaurant and an auto repair-detail shop. An LC zoned Family Dollar retail store is located further west. Another two blocks west of the site a GC zoned property, which advertises itself as auto repair but looks more like vehicle storage yard or a non-conforming wrecking and salvage yard.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned TF-3 which permits low to moderate density residential development; the site's current development as a single-family residence is appropriate for the zoning.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed PO attempts to address detrimental impacts by limiting the types of uses to the existing auto repair garage and those uses permitted by right in the LC zoning district. The existing GC zoned small businesses in the area which more closely resembles uses permitted in the LC zoning district; the exception may be the development which advertises itself as auto repair but it looks more like vehicle storage yard or a non-conforming wrecking and salvage yard.

4. Length of time the property has been vacant: The property has a single-family residence on it.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "2030 Wichita Functional Land Use Guide" (Guide) categorizes the site as "Urban Residential." The Urban Residential category encompasses the full diversity of residential development densities and types typically found in a large urban municipality. The site's current TF-3 zoning and its development as a single-family residence complies with the Guide's Urban Residential category. The proposed GC zoning does not comply with the Guide's Urban Residential category, however it does matches the applicant's abutting GC zoned auto repair business as well as several other small GC zoned businesses in this area. In the past the MAPC has considered supporting expansion of existing businesses by rezoning on a case by case basis.

   The uses permitted in the GC zoning district, more closely resemble the Guide's "Regional Commercial" category. The Regional Commercial category encompasses major destination areas that contain concentrations of commercial, office and personal services that have predominately regional market areas and high volumes of regional traffic. Typically they are located in close proximity to freeways or major arterials and include such uses as major retail malls, major car dealerships and big box retail. The small GC zoned sites in this area are located along a minor arterial (13th Street North) and appear to serve a local market area.

6. Impact of the proposed development on community facilities: Impact will be minimal.

BILL LONGNECKER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

MCKAY moved, **FOSTER** seconded the motion, and it carried (11-0).

Agenda Item No. II- 19.

City of Wichita
City Council Meeting
March 6, 2012

TO: Mayor and City Council

SUBJECT: ZON2011-00044 – City zone change from TF-3 Two-Family Residential ("TF-3") to B Multi-Family Residential ("B") with Protective Overlay ("PO") #266, generally located east of Meridian Avenue and southeast of the intersection of Douglas Avenue and St. Clair Avenue (District IV)

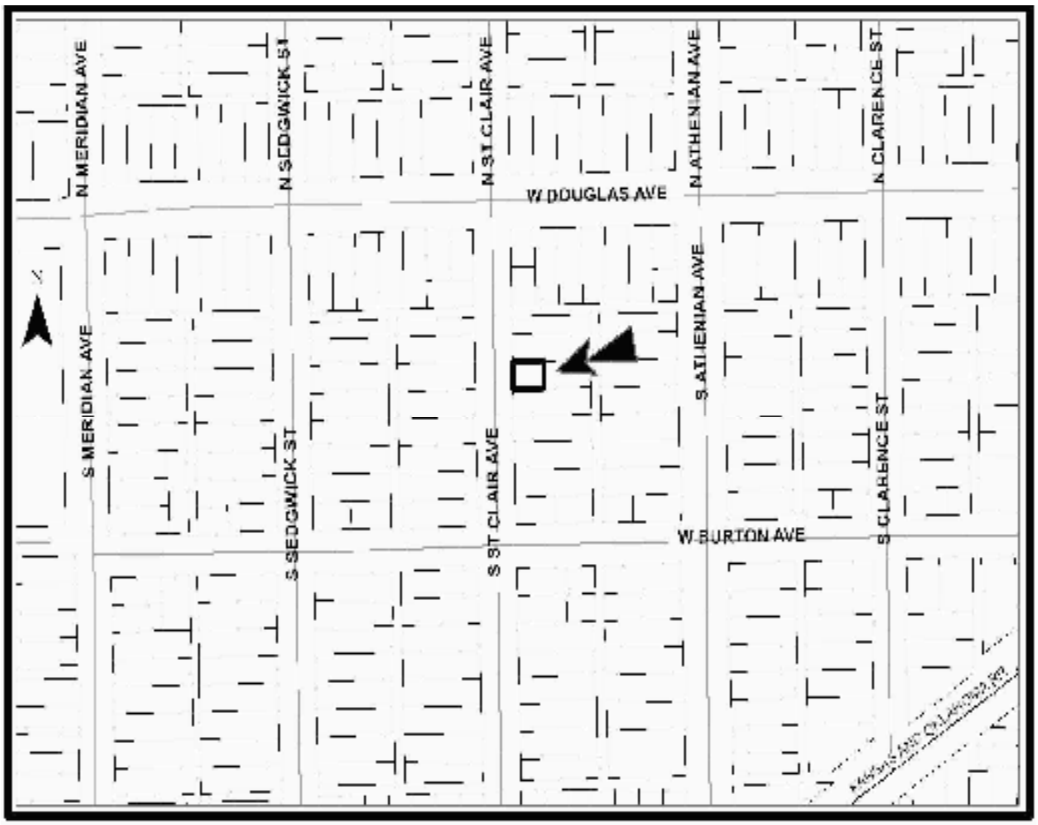
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The Metropolitan Area Planning Commission voted (11-0) to approve the request.

DAB V Recommendation: District Advisory Board IV voted unanimously to approve the request.

MAPD Staff Recommendation: Planning staff recommends the request be approved.



Background: The applicant requests a zone change from SF-5 Single-Family Residential ("SF-5") to B Multi-Family Residential ("B") on the west 65 feet of Lots 18 and 19, Martinson's 9th Addition. Lots 18 and 19 have two single-family residences, built in 1920 and 1940. The applicant bought both residences in 2006, and had lived in the back residence until mid-2011, when the applicant sold it with the eastern 5,000-square feet of the two lots, leaving the front residence with a lot area of 3,250 square feet. Subsequently, the applicant moved to Garden Plain and attempted to sell the front, smaller residence. At that time, the applicant found that the lending institutions would not finance the sale because the 3,250-square foot subject site did not, and does not meet the SF-5's zoning district's 5,000-square foot minimum lot size. An Administrative Adjustment only allows a 10 percent reduction of a zoning district's minimum lot area, which (no matter how Lots 18 and 19 were divided) does not bring the subject site into compliance. The B Multi-Family ("B") zoning district requires a minimum 2,500-square foot lot area for a single-family residence, thus the application. The applicant's other course of action would be to request a variance. The east 5,000-square foot portion (site of the second residence) of the lots does not have frontage, therefore access, onto St. Claire, but does have access from the abutting north – south unpaved alley. Subdivision standards require primary access to a street, while an alley is considered secondary access. There is a drive from St. Claire to a detached double garage located between the two residences, but it is clearly shown to be part of the back/east residence's property; dedicating the drive as an access easement for the back/east residence would provide primary access. Because the two single-family residences sharing Lots 18 and 19 have separate ownership, a Conditional Use for an Accessory Apartment is not possible.

The site is located south of Douglas Avenue, on the east side of St. Claire Avenue, in an older (1920s-1930s), single-family residential neighborhood. Properties located north of the site is zoned mostly SF-5, with some TF-3 Two-Family Residential ("TF-3") and a patch of LC Limited Commercial ("LC") zoning located along or in close proximity to Douglas Avenue. The SF-5 and TF-3 zoned properties are overwhelmingly developed as single-family residences, with a few duplexes. The LC zoned properties are developed as single-family and a small retail strip, which includes a vacant bar site. Properties located south, east and west of the site are zoned mostly SF-5, with scattered TF-3 and B zoned lots inserted randomly. Development is almost entirely single-family residential, although there is a triplex (nonconforming as the zoning is TF-3) and a duplex located east of the subject site, across an alley. The area within 250 feet of the site has at least 11 other sites, where lots have been subdivided by sale (not by lot split or replat) resulting in similar substandard lot areas for those single-family residences. However, it appears that all or most of these other lots subdivided by sale have primary access to a public street.

Analysis: At the Metropolitan Area Planning Commission (MAPC) meeting held February 2, 2012, the MAPC voted (11-0) to recommend approval, as a consent item, of the requested B zoning with the following provisions of PO #266:

(1) Permitted uses are only those permitted as a use by right in the SF-5 district.
(2) Dedication of a joint access easement to provide primary access to St. Claire for both the subject, west, single-family residence and the east single-family residence.

At the MAPC meeting no one spoke against the requested rezoning. At the District Advisory Board IV (DAB IV) meeting held on February 6, 2012, the DAB voted unanimously to approve the rezoning request with the above provisions of PO #266. No one spoke against the requested rezoning at the DAB meeting. No valid protests were received during the two week protest period.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Goal Impact: The application promotes Economic Vitality.

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

Recommendation/Actions:
(1) Adopt the findings of the MAPC and approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

Attachments:
- Ordinance
- MAPC Minutes

OCA 150004

ORDINANCE NO. 49-244

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. ZON2011-00044

Zone change from TF-3 Two-Family Residential ("TF-3") to B Multi-Family Residential ("B") on an approximately 3,250-square feet (65' x 50') property described as:

Lots 18 and 19, except the East 100 feet thereof, Block 1, Martinson's 9th Addition to Wichita, Sedgwick County, Kansas.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #266:

(1) Permitted uses are only those permitted as a use by right in the SF-5 district.
(2) Dedication of a joint access easement to provide primary access to St. Claire for both the subject, west, single-family residence and the east single-family residence.

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.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

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

EXCERPT MINUTES OF THE FEBRUARY 2, 2012 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2011-44 – Zacharia Taylor (applicant/owner) requests a City zone change from SF-5 Single-Family Residential to B Multi-Family Residential, on property described as:

Lots 18 and 19, except the East 100 feet thereof, Block 1, Martinson's 9th Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant requests a zone change from SF-5 Single-Family Residential ("SF-5") to B Multi-Family Residential ("B") on the west 65 feet of Lots 18 and 19, Martinson's 9th Addition. Lots 18 and 19 have two single-family residences, built in 1920 and 1940. The applicant bought both residences in 2006, and had lived in the back residence until mid-2011, when he sold it with the eastern 5,000-square feet of the two lots, leaving the front residence with a lot area of 3,250 square feet. Subsequently, the applicant moved to Garden Plain and attempted to sell the front, smaller residence. At that time, the applicant found that the lending institutions would not finance the sale because the 3,250-square foot subject site did not, and does not meet the SF-5's zoning district's 5,000-square foot minimum lot size. An Administrative Adjustment only allows a 10 percent reduction of a zoning district's minimum lot area, which (no matter how Lots 18 and 19 were divided) does not bring the subject site into compliance. The B Multi-Family ("B") zoning district requires a minimum 2,500-square foot lot area for a single-family residence, thus the application. The applicant's other course of action would be to request a variance. The east 5,000-square foot portion (site of the second residence) of the lots does not have frontage, therefore access, onto St. Claire, but does have access from the abutting north – south unpaved alley. Subdivision standards require primary access to a street, while an alley is considered secondary access. There is a drive from St. Claire to a detached double garage located between the two residences, but it is clearly shown to be part of the back/east residence's property; dedicating the drive as an access easement for the back/east residence would provide primary access. Because the two single-family residences sharing Lots 18 and 19 have separate ownership, a Conditional Use for an Accessory Apartment is not possible.

The site is located south of Douglas Avenue, on the east side of St. Claire Avenue, in an older (1920s-1930s), single-family residential neighborhood. Properties located north of the site is zoned mostly SF-5, with some TF-3 Two-Family Residential ("TF-3") and a patch of LC Limited Commercial ("LC") zoning located along or in close proximity to Douglas Avenue. The SF-5 and TF-3 zoned properties are overwhelmingly developed as single-family residences, with a few duplexes. The LC zoned properties are developed as single-family and a small retail strip, which includes a vacant bar site. Properties located south, east and west of the site are zoned mostly SF-5, with scattered TF-3 and B zoned lots inserted randomly. Development is almost entirely single-family residential, although there is a triplex (nonconforming as the zoning is TF-3) and a duplex located east of the subject site, across an alley. The area within 250 feet of the site has at least 11 other sites, where lots have been subdivided by sale (not by lot split or replat) resulting in similar substandard lot areas for those single-family residences. However, it appears that all or most of these other lots subdivided by sale have primary access to a public street.

CASE HISTORY: The Martinson's 9th Addition (Lots 18 and 19) was recorded with the Sedgwick County Register of Deeds July 12, 1919. The site is located in the Delano Plan, which was adopted in 2001. Prior to the adoption of the Delano Plan the site was TF-3, after the adoption of the Plan the site was rezoned to SF-5. The TF-3 zoning requires a 3,500-square foot minimum lot area for a single-family residence. An Administrative Adjustment reduces that by 10%, resulting in a 3,150-square foot lot.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5, TF-3, LC	Single-family residences, duplex, partially occupied retail strip (vacant bar)
SOUTH:	SF-5, TF-3	Single-family residences
EAST:	SF-5, B, TF-3	Single-family residences, triplex, duplex
WEST:	SF-5, TF-3	Single-family residences

PUBLIC SERVICES: The subject site is located on St. Claire Avenue, a paved, two-lane residential street. The 2030 Transportation Plan shows no change to this portion of St. Claire. All utilities are available to serve the site.

CONFORMANCE TO PLANS/POLICIES: The "*2030 Wichita Functional Land Use Guide of the Comprehensive Plan"* (*2030 Plan*) designates this area as appropriate for "Urban Residential" development. The Urban Residential category includes all housing types found in the municipality. The proposed B zoning for the subject site is not at odds with the *2030 Plan*. There are existing B zoned single-family residences in the area, including one located east of the subject site across an alley. The way the subject site's lots have been subdivided by sale is not out of character with the area. As noted earlier, the area within 250 feet of the site has at least 11 other sites where lots have been subdivided by sale, resulting in similar substandard lot area for multiple single-family residences. It is possible that, sometime in the future, these properties may be applying for a similar zoning to come into compliance with minimum lot area for a single-family residence or applying for a variance.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the requested B Multi-Family Residential zoning be APPROVED, with the following provisions of a Protective Overlay:

(1) Permitted uses are only those permitted as a use by right in the SF-5 district.
(2) Dedication of a joint access easement to provide primary access to St. Claire for both the subject, west, single-family residence and the east single-family residence.

This recommendation is based on the following findings:

(1) **The zoning, uses and character of the neighborhood:** The site is located south of Douglas Avenue, on the east side of St. Claire Avenue, in an older (1920s-1930s), single-family residential neighborhood. Properties located north of the site are zoned mostly SF-5, with some TF-3 Two-Family Residential ("TF-3") and a patch of LC Limited Commercial ("LC") zoning located along or in close proximity to Douglas Avenue. The SF-5 and TF-3 zoned properties are overwhelmingly developed as single-family residences, with a few duplexes. The LC zoned properties are developed as single-family and a small retail strip, which includes a vacant bar site. Properties located south, east and west of the site are zoned mostly SF-5, with scattered TF-3 and B zoned lots inserted randomly. Development is almost entirely single-family residential, although there is a triplex (nonconforming as the zoning is TF-3) and a duplex located east of the subject site, across an alley. The area within 250 feet of the site has at least 11 other sites, where lots have been subdivided by sale, resulting in similar substandard lot area for single-family residences. However it appears that all or most of these other lots subdivided by sell have primary access to a street.

(2) **The suitability of the subject property for the uses to which it has been restricted**: The SF-5 zoning district requires a 5,000 minimum lot area, which can be reduced by 10% with an Administrative Adjustment. An adjustment will not bring the subject site, the west portion of Lots 18 and 19 (Martinson's 9th Addition) subdivided by sale into compliance with the SF-5's minimum lot area. Another non-conforming feature brought about by subdividing the lots by

sale, is the lack of primary access to a street for the east residence. The current development of the lots with two single-family residences cannot work without out a zone change or a variance.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** As noted earlier, the area within 250 feet of the site has at least 11 other sites, where lots have been subdivided by sale, resulting in similar substandard lot area for single-family residences. It is possible that, sometime in the future, these properties may be applying for a similar zoning to come into compliance with minimum lot area for a single-family residence or applying for a variance.

(4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies**: The *2030 Wichita Functional Land Use Guide of the Comprehensive Plan"* (*2030 Plan*) designates this area as appropriate for "Urban Residential" development. The Urban Residential category includes all housing types found in the municipality. The proposed B zoning for the subject site is not at odds with the *2030 Plan*, although the request is intended to bring into compliance the minimum lot area for a single-family residence in an area with multiple noncompliant minimum lot area for single-family residences. There are existing B zoned single-family residences in the area, including one located east of the subject site across an alley.

(5) **Impact of the proposed development on community facilities:** Lots 18 and 19, the Martinson 9th Addition have developed with two single-family residences since 1940, so impact on community facilities will remain the same.

BILL LONGNECKER, Planning staff provided the Staff Report.

MOTION: To approve subject to staff recommendation.

MILLER STEVENS moved, **MCKAY** seconded the motion, and it carried (10-0).

Agenda Item No. II-20

City of Wichita
City Council Meeting
March 6, 2012

TO: Wichita Housing Authority Board Members

SUBJECT: Veterans Affairs Supportive Housing Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority **(**Consent)

Recommendation: Authorize submission of an application for 25 Housing Choice Vouchers for rental assistance for homeless veterans, and authorize the necessary signatures.

Background: On February 23, 2012 the United States Department of Housing and Urban Development (HUD) sent a letter to the Wichita Housing Authority (WHA) to determine interest in applying for 25 Housing Choice Vouchers to assist homeless veterans under the HUD-Veterans Affairs Supportive Housing (VASH) program. This program will operate in partnership with the Wichita Veterans Administration Medical Center.

Analysis: The 2012 Department of Housing and Urban Development Appropriations Act, provided $75 million to fund the HUD-Veterans Affairs Supportive Housing (VASH) program. The WHA will be responsible for administering the rental assistance, while the Veterans Administration (VA) will provide case management, health and other supportive services. The Wichita Veterans Administration Medical Center will refer eligible HUD-VASH families to the Wichita Housing Authority. HUD-VASH voucher participants must comply with VA case management requirements to remain eligible for the program.

The WHA currently manages a HUD-VASH program with 110 vouchers. The new vouchers will result in additional veterans who can be helped with housing assistance in our community.

Financial Considerations: This application will seek federal funds, and will not impact the City General Fund.

Goal Impact: This action supports the goal to Promote Economic Vitality and Affordable Living.

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

Recommendations/Actions: It is recommended that the Wichita Housing Authority Board authorize submission of an application for 25 Housing Choice Vouchers for rental assistance for homeless veterans, and authorize the necessary signatures.

Attachment: Funding Application.

Funding Application

Section 8 Tenant-Based Assistance
Rental Certificate Program
Rental Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp.09/30/2014)

Send the original and two copies of this application form and attachments to the local HUD Field Office

Eligible applicants (HAs) must submit this information when applying for grant funding for tenant-based housing assistance programs under Section 8 of the U.S. Housing Act of l937 (42 U.S.C. 1437f). HUD will use the information to evaluate an application based on selection crit eria stated in the Notice of Funding Availability (NOFA). HUD will notify the HA of its approval/disapproval of the funding application. Responses are required to obtain a benefit from the Federal Govenment. The information requested does not lend itself to confidentiality.

Name and Mailing Address of the Housing Agency (HA) requesting housing assistance payments

Wichita Housing Authority
332 Riverview
Wichita, Kansas 67203

Do you have an ACC with HUD	No	Yes
for Section 8 Certificates?	X	
for Section 8 Vouchers?		X

Date of Application: March 5, 2012

Legal Area of Operation
(area in which the HA has authority under State and local law to administer the program)
Wichita, Kansas

A. Area(s) From Which Families To Be Assisted Will Be Drawn.

Locality (city, town, etc.)	County	Congressional District	Units

B. Proposed Assisted Dwelling Units. (Complete this section based on the unit sizes of the applicants at the top of the w aiting list)

	Number of Dwelling Units by Bedroom Size							
	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6+BR	Total Dwelling Units
Certificates								
Vouchers	5	12	5	3				

C. Average Monthly Adjusted Income. Complete this section based on actual incomes of current participants by unit size. Enter average monthly adjusted income for each program separately and only for the unit sizes requested in Section B.

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6+BR
Certificates	$	$	$	$	$	$	$
Vouchers	$	$	$	$	$	$	$

D. Need for Housing Assistance. Demonstrate that the project requested in this application is responsive to the condition of the housing stock in the community and the housing assistance needs of low-income families residing in or expected to reside in the community. (If additional space is needed, add separate pages

E. Housing Quality Standards (HQS). (Check applicable box) X HUD's HQS will be used with no modifications Attached for HUD approval are HQS acceptability criteria variations Wichita Housing Authority will use HUD's HQS with no modifications

F. New HA Information. Complete this section if HA currently does not administer a tenant-based certificate or voucher program.

Financial and Administrative Capability. Describe the experience of the HA in administering housing or other programs and prov ide any other relevant information which evidences present or potential management capability for the proposed rental assistance program. Submit this narrative on a separate page.

Qualification as an HA. Demonstrate that the applicant qualifies as an HA and is legally qualified and authorized to administer the funds applied for in this application. Submit the relevant enabling legislation and a supporting legal opinion.

Note: If this application is approved, the HA must submit for HUD approval a utility allowance schedule and budget documents.

G. Certifications. The following certifications are incorporated as a part of this application form. The signature on the last page of this ap plication of the HA representative authorized to sign the application signifies compliance with the terms of these certifications.

Equal Opportunity Certification

The Housing Agency (HA) certifies that:

(1) The HA will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto (24 CFR Part 1) which state that no person in the United States shall, on the ground of race, color, or national origin, be excluded fr om participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives financial assistance; and will take any measures necessary to effectuate this agreement.

(2) The HA will comply with the Fair Housing Act (42 U.S.C. 3601-19) and regulations issued pursuant thereto (24 CFR Part 100) which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing.

(3) The HA will comply with Executive Order 11063 on Equal Opportunity in Housing which prohibits discrimination because of race, color, creed, or national origin in housing and related facilities provided with Federal financial assistance and HUD regulations (24 CFR Part 107).

(4) The HA will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant ther eto (24 CFR Part 8) which state that no otherwise qualified individual with handicaps in the United States shall solely by reason of th e handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity r eceiving Federal financial assistance.

(5) The HA will comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR Part 146) which state that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under a program or activity receiving Federal financial assistance .

(6) The Housing Agency will comply with the provisions of Title II of the Americans with Disabilities Act (42 U.S.C. 12131)and regulations issued pursuant thereto (28 CFR Part 35) which state that subject to the provisions of Title II, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activiti es of a public entity, or be subjected to discrimination by any such entity.

The following provisions apply only to housing assisted with Project-Based Certificates:

(7) The HA will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1) which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity.

(8) The HA will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and regul ations issued pursuant thereto (24 CFR Part 135), which require that, to the greatest extent feasible, opportunities for training and employment be given to low-income persons residing within the unit of local government for metropolitan area (or non-metropolitan county) in which the project is located.

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influen cing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an em ployee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modificat ion of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempt ing to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a M ember of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

Certification Regarding Drug-Free Workplace Requirements

Instructions for Drug-Free Workplace Requirements Certification:

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized un der the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award , if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements .

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work un der the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

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

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

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

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

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

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement r equired by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to an y employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c) , (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

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

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

Housing Agency Signature

Signature of HA Representative	Print or Type Name of Signatory Mary K. Vaughn	
	Phone No. 316-462-3895	Date 5/5/2012