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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. April 3, 2012

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 March 27, 2012

SELECTION OF VICE MAYOR

-- Ballot Selection of Vice Mayor

AWARDS AND PROCLAMATIONS

-- Proclamations:

Friends University Graduate Education Month
Child Abuse Prevention Month
Fight for Air Month

-- Awards:

Acknowledgement of State High School Basketball Champions

I. PUBLIC AGENDA

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

None

II. CONSENT AGENDAS (ITEMS 1 THROUGH 12)

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. Amendments to Criminal Code, Chapters 1, 4, 5 and 6 of the Code of the City of Wichita, Relating to Crime and Punishment for Criminal Offenses.

   RECOMMENDED ACTION: Place the ordinances on first reading and authorize the necessary signatures.

2. Floodplain Management Ordinance.

   RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

3. Snack Contract for Summer of Discovery Program. (Districts I and VI)

   RECOMMENDED ACTION: Approve the selection of Via Christi Regional Medical Center and authorize necessary signatures.

4. 2011 and 2012 Walking Paths and Exercise Systems.

   RECOMMENDED ACTION: Authorize initiation of project, approve the Bonding Resolution, and authorize all necessary signatures.

5. Kingsbury Tract, Future Park Site Development. (District VI)

   RECOMMENDED ACTION: Approve the Supplemental Agreement, adopt the Bonding Resolution, and authorize the necessary signatures.

6. Buffalo Park. (District V)

   RECOMMENDED ACTION: Authorize initiation of project, approve the Bonding Resolution, and authorize all necessary signatures.

7. Botanica Expansion Project. (District VI)

RECOMMENDED ACTION: Authorize initiation of 2012 and 2013 Capital Improvement Plan funding, approve the Amended Bonding Resolution, and authorize all necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

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. Approval of travel expenses for Council Member Pete Meitzner and James Clendenin to attend the Business Case for Passenger Rail Symposium in Kansas City, MO, April 6, 2012.

   RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 12)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated April 2, 2012.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2012	(Consumption off Premises)
Dzung Banh	KC Gas and Groceries #3***	1955 South Washington
Amzad Chowdhury	Quick Pick***	3733 North Arkansas

Renewal	2012	(Consumption on Premises)
Steven T Knolla	Knolla's Pizza East, LLC**	7732 East Central Suite 123
Troy Hendricks	Auburn Hills Golf Course**	443 South 135th

*Consumption/Tavern less than 50% of gross revenues from sale of food.
**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 - Intrust Bank Arena, Miranda Lambert. (District I)
   b. Community Events - Intrust Bank Arena, Tom Petty. (District I)
   c. Community Events - Wichita Heart Walk and 5K Run. (Districts I, IV and VI)
   d. Community Events - Tallgrass VI-X Street Party. (District VI)

   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. 2011 ASR Accounting Model.
   b. Emergency Procurement ASR – Cross Connect Strainer.

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

6. Property Acquisition:
   a. Acquisition of 3565 South Topeka for the Improvement of the Bridge on Broadway near 34th Street South. (District III)

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

7. Minutes of Advisory Boards/Commissions

   Board of Park Commissioners, February 13, 2012

   RECOMMENDED ACTION: Receive and file.

8. Community Event with alcohol consumption Resolution - Tallgrass VI-X Street Party. (District VI)

   RECOMMENDED ACTION: Approve the Resolution.

9. Grant Application for Resident Opportunities and Self Sufficiency (ROSS) Program.

   RECOMMENDED ACTION: Approve the submission of the ROSS Grant application to the U. S. Department of Housing and Urban Development, authorize staff to develop a contract with Sedgwick County and authorize the necessary signatures.

10. Emergency ASR 66" Raw Water Line Air Release Repair and Modification of Pipeline Materials.

    RECOMMENDED ACTION: Affirm the City Manager's Public Emergency approval of the project.

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.

11. *ZON2012-00003 – Amendment #2 to Protective Overlay #36 to eliminate the prohibition on drive-through restaurants on property generally located north of 21st Street North and West of Maize Road, 10758 W. 21st Street North. (District V)

    RECOMMENDED ACTION: Adopt the findings of the MAPC and approve Amendment #2 to Protective Overlay #36 to eliminate the prohibition on drive-in/drive-thru restaurants, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required). (An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

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.

12. *Housing Choice Voucher Family Self-Sufficiency Grant Application.

RECOMMENDED ACTION: Approve the application, approve the grant award upon receipt, 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

******There are no second reading ordinances******

Agenda Item No. IV-1.

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: Amendments to Criminal Code, Chapters 1, 4, 5 and 6 of the Code of the City of Wichita Relating to Crime and Punishment for Criminal Offenses

INITIATED BY: Wichita Police Department and Law Department

AGENDA: New Business

Recommendation: Place the four ordinances on first reading.

Background: In 2009, the Kansas Criminal Code Recodification Commission released its final report regarding proposed changes to the Kansas Criminal Code. The Commission was comprised of citizens, law enforcement officers and prosecutors throughout the State of Kansas to review and make recommended changes to the Kansas Criminal Code. The Commission recommended extensive changes to the criminal code regarding renumbering and reorganization of the statutes. The Commission also recommended substantive changes to the levels of intent required for criminal offenses.

In 2010, the Kansas Legislature passed amendments to the state statutes consistent with the Commission's recommendations. The Law Department reviewed pertinent City Code provisions, Titles 1 (Code Interpretation), 4 (Intoxicating Liquor), 5 (Public Safety) and 6 (Animal Control) and prepared the necessary amendments to bring the City's ordinances into compliance with the state law provisions.

Changes were made to the City's ordinances with mandatory minimum periods of incarceration that exceeded those mandated by state statute.

Analysis: The amendments bring the City's ordinances into compliance with the terminology used in the state criminal code. The amendments adopt the intent language utilized by the state in defining criminal offenses. The elements necessary to prove crimes under the City's ordinances will mirror the state law requirements. Further, the proposed amendments remove mandatory minimum jail sentences. The removal of the minimum sentences will reduce jail overcrowding and provide municipal court judges flexibility in sentencing repeat offenders to jail. The types of crimes for which the mandatory minimum sentences were removed are battery, prostitution and prostitution in emphasis areas.

The look-back period for determining first and second convictions for domestic violence offenses was shortened to conform to State law provisions. In determining a second or subsequent offense for sentencing purposes, State law only considered convictions within the five years preceding the date of the offense. The City's ordinances considered all earlier convictions.

Financial Considerations: Removing mandatory minimum jail sentences will decrease the length of time City defendants are 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: Amendments will assist in providing a Safe and Secure community.

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

Recommendations/Actions: It is recommended that the City Council place the ordinances on first reading and authorize the necessary signatures.

Attachment: Ordinances

First Published in The Wichita Eagle on _____

DELINEATED 02/22/2012

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 1.04.160, 1.04.190 AND 1.06.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, CREATING SECTIONS 1.04.023, 1.04.025, 1.04.027 AND 1.04.028, PERTAINING TO INTERPRETATION AND ENFORCEMENT AND REPEALING THE ORIGINALS OF SECTIONS 1.04.160, 1.04.190 AND 1.06.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

SECTION 1. Section 1.04.023 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Criminal Intent.** (a) A person commits a crime only if such person voluntarily engages in conduct, including an act, an omission or possession.

(b) A person who omits to perform an act does not commit a crime unless a law provides that that the omission is an offense or otherwise provides that such person has a duty to perform the act."

SECTION 2. Section 1.04.025 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Culpability.** (a) Except as otherwise provided, a culpable mental state may be established by proof that the conduct of the accused person was committed 'intentionally,' 'knowingly,' or 'recklessly.'

(b) Culpable mental states are classified according to relative degrees, from highest to lowest, as follows:

(1) Intentionally;

(2) knowingly;

(3) recklessly.

(c) Proof of a higher degree of culpability than that charged constitutes proof of the culpability charged. If recklessness suffices to establish an element, that element also is established if a person acts knowingly or intentionally. If acting knowingly suffices to establish an element, that element also is established if a person acts intentionally.

(d) If the definition of a crime does not prescribe a culpable mental state, a culpable mental state is nevertheless required unless the definition plainly dispenses with any mental element.

(e) If the definition of a crime does not prescribe a culpable mental state, but one is nevertheless required under subsection (d), 'intent,' 'knowledge' or 'recklessness' suffices to establish criminal responsibility.

(f) If the definition of a crime prescribes a culpable mental state that is sufficient for the commission of a crime, without distinguishing among the material elements thereof, such provision shall apply to all the material elements of the crime, unless a contrary purpose plainly appears.

(g) If the definition of a crime prescribes a culpable mental state with regard to a particular element or elements of that crime, the prescribed culpable

mental state shall be required only as to specified element or elements, and a culpable mental state shall not be required as to any other element of the crime unless otherwise provided.

(h) A person acts 'intentionally,' or 'with intent,' with respect to the nature of such person's conduct or to a result of such person's conduct when it is such person's conscious objective or desire to engage in the conduct or cause the result. All crimes defined in this code in which the mental culpability requirement is expressed as 'intentionally' or 'with intent' are specific intent crimes. A crime may provide that any other culpability requirement is a specific intent.

(i) A person acts 'knowingly,' or 'with knowledge,' with respect to the nature of such person's conduct or to circumstances surrounding such person's conduct when such person is aware of the nature of such person's conduct or that the circumstances exist. A person acts 'knowingly,' or 'with knowledge,' with respect to a result of such person's conduct when such person is aware that such person's conduct is reasonably certain to cause the result. All crimes defined in this code in which the mental culpability requirement is expressed as 'knowingly,' 'known,' or 'with knowledge' are general intent crimes.

(j) A person acts 'recklessly' or is 'reckless,' when such person consciously disregards a substantial and unjustifiable risk that circumstances exist or that a result will follow, and such disregard constitutes a gross deviation from the standard of care which a reasonable person would exercise in the situation."

SECTION 3. Section 1.04.027 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Required Intent.** A person may be guilty of a crime without having a culpable mental state if the crime is:

(a) A misdemeanor cigarette or tobacco infraction or traffic infraction and the statute defining the crime clearly indicate a legislative purpose to impose absolute liability for the conduct described; or

(b) a violation of Section 11.38.150 or 1.38.155 of the Code of the City of Wichita and amendments thereto."

SECTION 4. Section 1.04.028 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Proof of culpable mental state.** Proof of a culpable mental state does not require proof:

(a) Of knowledge of the existence or constitutionality of the ordinance under which the accused is prosecuted, or the scope or meaning of the terms used in that ordinance; or

(b) that the accused had knowledge of the age of a minor, even though age is material element of the crime with which the accused is charged."

SECTION 5. Section 1.04.160 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Liability for crimes of another.** (a) A person is criminally responsible for a crime committed by another if ~~he intentionally aids, abets,~~ such

person, acting with the mental culpability required for the commission thereof, advises, hires, counsels or procures the other to commit the crime or intentionally aids the other in committing the conduct constituting the crime.

(b) A person liable under subsection (a) hereof is also liable for any other crime committed in pursuance of the intended crime if reasonably foreseeable by him as a possible consequence of committing or attempting to commit the crime intended.

(c) A person liable under this section may be charged with and convicted of the crime although the person alleged to have directly committed the act constituting the crime: (1) lacked criminal or legal capacity; ~~or~~ (2) has not been convicted; ~~or~~ (3) has been acquitted; or (4) has been convicted of some other degree of the crime or of some other crime based on the same act."

SECTION 6. Section 1.05.190 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Attempt.** **(**a) An attempt is any overt act toward the perpetration of a misdemeanor done by a person who intends to commit such misdemeanor but fails in the perpetration thereof or is prevented or intercepted in executing such misdemeanor.

(b) It is not a defense to a charge of attempt that the circumstances under which the act was performed or the means employed or the act itself were such that the commission of the misdemeanor was not possible.

(c) Any person who attempts to commit a misdemeanor is guilty of a misdemeanor ~~and shall be fined under the provisions of Section 1.04.060~~.

(d) An attempt to commit a crime which carries a penalty of one year in jail and/or a fine not to exceed $2,500.00 shall be punishable by a fine not to exceed $1,000.00 and/or six months imprisonment or by both such fine and/or imprisonment.

(e) An attempt to commit any other crime shall be punishable by a fine not to exceed $500.00 and/or thirty days imprisonment or by both such fine and/or imprisonment."

SECTION 7. Section 1.06.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Definitions.**. The following terms as used in this chapter shall have the following meanings:

'City attorney' means the City Attorney of the City of Wichita, Kansas, or any of his or her authorized assistants.

'Complaint' means complaint, citation or notice to appear in municipal court.

'Crimes involving domestic violence'" means crimes involving any harmful physical contact or the threat thereof between family or household members or domestic partners, including the destruction of property or the threat thereof as a method of coercion, control, revenge or punishment.

'Dating Relationship' means a social relationship of a romantic nature. The following factors may be considered in determining whether a relationship exists or existed: nature of the relationship, length of time the relationship

existed, frequency of interaction between the parties and the time since termination of the relationship, if applicable.

'Deferred judgment' means referral of a defendant in a criminal case other than that charging an alcohol related offense to a supervised program after the defendant has entered a plea of guilty, but prior to the court entering judgment and imposing sentencing on that plea.

'Deferred judgment agreement' means the specification of formal terms and conditions which defendant must fulfill in order to have his or her guilty plea set aside and the charges against such person dismissed.

~~"Domestic partners" means persons who are, or have in the past, been involved in an ongoing intimate relationship.~~

'Family or household members' means persons eighteen years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have child in common regardless of whether they have been married or who have lived together at any time. Family or household member also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time."

SECTION 8. The originals of Section 1.04.160, 1.04.190 and 1.06.010 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 9. 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 April 13, 2012

02/22/2012

ORDINANCE NO. 49-254

AN ORDINANCE AMENDING SECTIONS 1.04.160, 1.04.190 AND 1.06.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, CREATING SECTIONS 1.04.023, 1.04.025, 1.04.027 AND 1.04.028, PERTAINING TO INTERPRETATION AND ENFORCEMENT AND REPEALING THE ORIGINALS OF SECTIONS 1.04.160, 1.04.190 AND 1.06.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

SECTION 1. Section 1.04.023 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Criminal Intent.** (a) A person commits a crime only if such person voluntarily engages in conduct, including an act, an omission or possession.

(b) A person who omits to perform an act does not commit a crime unless a law provides that that the omission is an offense or otherwise provides that such person has a duty to perform the act."

SECTION 2. Section 1.04.025 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Culpability.** (a) Except as otherwise provided, a culpable mental state may be established by proof that the conduct of the accused person was committed 'intentionally,' 'knowingly,' or 'recklessly.'

(b) Culpable mental states are classified according to relative degrees, from highest to lowest, as follows:

(1) Intentionally;

(2) knowingly;

(3) recklessly.

(c) Proof of a higher degree of culpability than that charged constitutes proof of the culpability charged. If recklessness suffices to establish an element, that element also is established if a person acts knowingly or intentionally. If acting knowingly suffices to establish an element, that element also is established if a person acts intentionally.

(d) If the definition of a crime does not prescribe a culpable mental state, a culpable mental state is nevertheless required unless the definition plainly dispenses with any mental element.

(e) If the definition of a crime does not prescribe a culpable mental state, but one is nevertheless required under subsection (d), 'intent,' 'knowledge' or 'recklessness' suffices to establish criminal responsibility.

(f) If the definition of a crime prescribes a culpable mental state that is sufficient for the commission of a crime, without distinguishing among the material elements thereof, such provision shall apply to all the material elements of the crime, unless a contrary purpose plainly appears.

(g) If the definition of a crime prescribes a culpable mental state with regard to a particular element or elements of that crime, the prescribed culpable

mental state shall be required only as to specified element or elements, and a culpable mental state shall not be required as to any other element of the crime unless otherwise provided.

(h) A person acts 'intentionally,' or 'with intent,' with respect to the nature of such person's conduct or to a result of such person's conduct when it is such person's conscious objective or desire to engage in the conduct or cause the result. All crimes defined in this code in which the mental culpability requirement is expressed as 'intentionally' or 'with intent' are specific intent crimes. A crime may provide that any other culpability requirement is a specific intent.

(i) A person acts 'knowingly,' or 'with knowledge,' with respect to the nature of such person's conduct or to circumstances surrounding such person's conduct when such person is aware of the nature of such person's conduct or that the circumstances exist. A person acts 'knowingly,' or 'with knowledge,' with respect to a result of such person's conduct when such person is aware that such person's conduct is reasonably certain to cause the result. All crimes defined in this code in which the mental culpability requirement is expressed as 'knowingly,' 'known,' or 'with knowledge' are general intent crimes.

(j) A person acts 'recklessly' or is 'reckless,' when such person consciously disregards a substantial and unjustifiable risk that circumstances exist or that a result will follow, and such disregard constitutes a gross deviation from the standard of care which a reasonable person would exercise in the situation."

SECTION 3. Section 1.04.027 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Required Intent.** A person may be guilty of a crime without having a culpable mental state if the crime is:

(a) A misdemeanor cigarette or tobacco infraction or traffic infraction and the statute defining the crime clearly indicate a legislative purpose to impose absolute liability for the conduct described; or

(b) a violation of Section 11.38.150 or 1.38.155 of the Code of the City of Wichita and amendments thereto."

SECTION 4. Section 1.04.028 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Proof of culpable mental state.** Proof of a culpable mental state does not require proof:

(a) Of knowledge of the existence or constitutionality of the ordinance under which the accused is prosecuted, or the scope or meaning of the terms used in that ordinance; or

(b) that the accused had knowledge of the age of a minor, even though age is material element of the crime with which the accused is charged."

SECTION 5. Section 1.04.160 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Liability for crimes of another.** (a) A person is criminally responsible for a crime committed by another if such person, acting with the mental culpability

required for the commission thereof, advises, hires, counsels or procures the other to commit the crime or intentionally aids the other in committing the conduct constituting the crime.

(b) A person liable under subsection (a) hereof is also liable for any other crime committed in pursuance of the intended crime if reasonably foreseeable by him as a possible consequence of committing or attempting to commit the crime intended.

(c) A person liable under this section may be charged with and convicted of the crime although the person alleged to have directly committed the act constituting the crime: (1) lacked criminal or legal capacity; (2) has not been convicted; (3) has been acquitted; or (4) has been convicted of some other degree of the crime or of some other crime based on the same act."

SECTION 6. Section 1.05.190 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"**Attempt.** **(**a) An attempt is any overt act toward the perpetration of a misdemeanor done by a person who intends to commit such misdemeanor but fails in the perpetration thereof or is prevented or intercepted in executing such misdemeanor.

(b) It is not a defense to a charge of attempt that the circumstances under which the act was performed or the means employed or the act itself were such that the commission of the misdemeanor was not possible.

(c) Any person who attempts to commit a misdemeanor is guilty of a misdemeanor.

(d) An attempt to commit a crime which carries a penalty of one year in jail and/or a fine not to exceed $2,500.00 shall be punishable by a fine not to exceed $1,000.00 and/or six months imprisonment or by both such fine and/or imprisonment.

(e) An attempt to commit any other crime shall be punishable by a fine not to exceed $500.00 and/or thirty days imprisonment or by both such fine and/or imprisonment."

SECTION 7. Section 1.06.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Definitions.**. The following terms as used in this chapter shall have the following meanings:

'City attorney' means the City Attorney of the City of Wichita, Kansas, or any of his or her authorized assistants.

'Complaint' means complaint, citation or notice to appear in municipal court.

'Crimes involving domestic violence'" means crimes involving any harmful physical contact or the threat thereof between family or household members or domestic partners, including the destruction of property or the threat thereof as a method of coercion, control, revenge or punishment.

'Dating Relationship' means a social relationship of a romantic nature. The following factors may be considered in determining whether a relationship exists or existed: nature of the relationship, length of time the relationship existed,

frequency of interaction between the parties and the time since termination of the relationship, if applicable.

'Deferred judgment' means referral of a defendant in a criminal case other than that charging an alcohol related offense to a supervised program after the defendant has entered a plea of guilty, but prior to the court entering judgment and imposing sentencing on that plea.

'Deferred judgment agreement' means the specification of formal terms and conditions which defendant must fulfill in order to have his or her guilty plea set aside and the charges against such person dismissed.

'Family or household members' means persons eighteen years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have child in common regardless of whether they have been married or who have lived together at any time. Family or household member also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time."

SECTION 8. The originals of Section 1.04.160, 1.04.190 and 1.06.010 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 9. 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 10th day of April, 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 _____

DELINEATED 02/22/2012

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 4.04.025 AND 4.12.200 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO INTOXICATING LIQUORS AND BEVERAGES AND REPEALING THE ORIGINALS OF SAID SECTIONS.

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

SECTION 1. Section 4.04.025 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Alcoholic liquor, minors, incapacitated person—Prohibited acts.**

(a) No person shall ~~knowingly or unknowingly~~ furnish alcoholic liquor to a minor.

(1) Furnishing alcoholic liquor to a minor is recklessly, directly or indirectly selling, giving, exchanging, buying for, delivering, distributing or in any way furnishing any alcoholic liquor to, for, on behalf of, or at the request of any minor.

(2) As used in this section, all terms have the meanings provided by Section 4.04.010 of the Code of the City of Wichita, Kansas, and amendments thereto.

(3) Any person violating any of the provisions of this subsection shall be guilty of a misdemeanor, and upon a first conviction thereof shall be punished by a fine of not less than two hundred dollars nor

more than one thousand dollars or by imprisonment for not more than six months, or by both such fine and imprisonment; and upon a second conviction thereof shall be punished by a fine of not less than three hundred dollars nor more than one thousand dollars or by imprisonment for not more than six months or by both such fine and imprisonment; and upon a third or subsequent conviction thereof shall be punished by a fine of not less than five hundred dollars nor more than one thousand dollars or by imprisonment for not more than six months, or by both such fine and imprisonment.

(b) It shall be a defense to a prosecution under this section if:

(1) The defendant is a licensed retailer, club, drinking establishment or caterer or holds a temporary permit, or an employee thereof; and

(2) The defendant sold the alcoholic liquor to the minor with reasonable cause to believe that the minor was twenty-one or more years of age; and

(3) To purchase the alcoholic liquor, the minor exhibited to the defendant a driver's license, Kansas nondriver's identification card or other official or apparently official document containing a photograph of the minor and purporting to establish that such minor was twenty-one or more years of age.

(c) No person shall ~~knowingly~~ recklessly, directly or indirectly, sell, give away, dispose of, ~~or~~ exchange or deliver, purchase or buy for, distribute or

permit the sale, gift or procuring of any alcoholic liquor to, ~~or~~ for or on behalf of any person who is an incapacitated person, or any person who is physically or mentally incapacitated by the consumption of such liquor. Violation of this section is a misdemeanor. Upon first conviction of a violation of this subsection, a person shall be punished by a fine of not less than one hundred dollars nor more than two hundred fifty dollars or by imprisonment not exceeding thirty days, or by both such fine and imprisonment; and upon a second conviction of a violation of this subsection, a person shall be punished by a fine of not less than two hundred dollars nor more than two hundred fifty dollars or by imprisonment not exceeding thirty days, or by both such fine and imprisonment; and upon a third or subsequent conviction for a violation of this subsection, a person shall be punished by a fine of two hundred fifty dollars or by imprisonment not exceeding thirty days or by both such fine and imprisonment.

(d) For the purpose of determining whether a conviction is a second, third or subsequent conviction under this section, all convictions for violation of the sections and chapters enumerated herein occurring within the immediately preceding eighteen months, including those prior to the effective date of this section, shall be aggregated and considered together and it is irrelevant whether an offense occurred before or after conviction for a prior offense. "

SECTION 2. Section 4.12.200 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Furnishing cereal malt beverage to persons under legal age for consumption prohibited.** (a) It is unlawful for any person to give, furnish,

~~or purchase~~ buy for, distribute, exchange or in any way furnish cereal malt beverage, ~~either~~ recklessly, directly or indirectly, to or for any person under the legal age for consumption of cereal malt beverage.

(b) This section shall not apply to the furnishing of cereal malt beverage by a parent or legal guardian to such parent's child or such guardian's ward.

(c) The defense set forth in Section 4.12.140(c) shall apply to prosecutions under this section.

SECTION 3. The originals of Sections 4.04.025 and 4.12.200 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 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 April 13, 2012

02/22/2012

ORDINANCE NO. 49-255

AN ORDINANCE AMENDING SECTIONS 4.04.025 AND 4.12.200 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO INTOXICATING LIQUORS AND BEVERAGES AND REPEALING THE ORIGINALS OF SAID SECTIONS.

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

SECTION 1. Section 4.04.025 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Alcoholic liquor, minors, incapacitated person—Prohibited acts.**

(a) No person shall furnish alcoholic liquor to a minor.

(1) Furnishing alcoholic liquor to a minor is recklessly, directly or indirectly selling, giving, exchanging, buying for, delivering, distributing or in any way furnishing any alcoholic liquor to, for, on behalf of, or at the request of any minor.

(2) As used in this section, all terms have the meanings provided by Section 4.04.010 of the Code of the City of Wichita, Kansas, and amendments thereto.

(3) Any person violating any of the provisions of this subsection shall be guilty of a misdemeanor, and upon a first conviction thereof shall be punished by a fine of not less than two hundred dollars nor more than one thousand dollars or by imprisonment for not more than six

months, or by both such fine and imprisonment; and upon a second conviction thereof shall be punished by a fine of not less than three hundred dollars nor more than one thousand dollars or by imprisonment for not more than six months or by both such fine and imprisonment; and upon a third or subsequent conviction thereof shall be punished by a fine of not less than five hundred dollars nor more than one thousand dollars or by imprisonment for not more than six months, or by both such fine and imprisonment.

(b) It shall be a defense to a prosecution under this section if:

(1) The defendant is a licensed retailer, club, drinking establishment or caterer or holds a temporary permit, or an employee thereof; and

(2) The defendant sold the alcoholic liquor to the minor with reasonable cause to believe that the minor was twenty-one or more years of age; and

(3) To purchase the alcoholic liquor, the minor exhibited to the defendant a driver's license, Kansas nondriver's identification card or other official or apparently official document containing a photograph of the minor and purporting to establish that such minor was twenty-one or more years of age.

(c) No person shall recklessly, directly or indirectly, sell, give away, dispose of, exchange or deliver, purchase or buy for, distribute or permit the sale, gift or procuring of any alcoholic liquor to, for or on behalf of any person who is

an incapacitated person, or any person who is physically or mentally incapacitated by the consumption of such liquor. Violation of this section is a misdemeanor. Upon first conviction of a violation of this subsection, a person shall be punished by a fine of not less than one hundred dollars nor more than two hundred fifty dollars or by imprisonment not exceeding thirty days, or by both such fine and imprisonment; and upon a second conviction of a violation of this subsection, a person shall be punished by a fine of not less than two hundred dollars nor more than two hundred fifty dollars or by imprisonment not exceeding thirty days, or by both such fine and imprisonment; and upon a third or subsequent conviction for a violation of this subsection, a person shall be punished by a fine of two hundred fifty dollars or by imprisonment not exceeding thirty days or by both such fine and imprisonment.

(d) For the purpose of determining whether a conviction is a second, third or subsequent conviction under this section, all convictions for violation of the sections and chapters enumerated herein occurring within the immediately preceding eighteen months, including those prior to the effective date of this section, shall be aggregated and considered together and it is irrelevant whether an offense occurred before or after conviction for a prior offense. "

SECTION 2. Section 4.12.200 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Furnishing cereal malt beverage to persons under legal age for consumption prohibited.** (a) It is unlawful for any person to give, furnish, buy for, distribute, exchange or in any way furnish cereal malt beverage,

recklessly, directly or indirectly, to or for any person under the legal age for consumption of cereal malt beverage.

(b) This section shall not apply to the furnishing of cereal malt beverage by a parent or legal guardian to such parent's child or such guardian's ward.

(c) The defense set forth in Section 4.12.140(c) shall apply to prosecutions under this section.

SECTION 3. The originals of Sections 4.04.025 and 4.12.200 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 10th day of April, 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 _____

DELINEATED 02/22/2012

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 5.01.020, 5.10.010, 5.10.020, 5.10.025, 5.10.035, 5.15.010, 5.24.010, 5.24.040, 5.26.020, 5.28.010, 5.30.020, 5.32.010, 5.36.030, 5.38.036, 5.42.010, 5.42.015, 5.42.020, 5.42.035, 5.42.060, 5.44.040, 5.66.010, 5.66.050, 5.68.005, 5.68.020, 5.68.030, 5.68.110, 5.68.120, 5.68.140, 5.68.150, 5.68.155, 5.68.156, 5.68.170, 5.68.180, 5.68.190, 5.68.200, 5.68.215, 5.68.220, 5.72.010, 5.73.050, 5.75.010, 5.75.020, 5.82.010, 5.88.020 AND 5.88.030 CREATING SECTIONS 5.26.038, 5.26.039, 5.37.030, 5.42.005, 5.42.065, 5.85.010 AND 5.85.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PUBLIC SAFETY AND MORALS AND REPEALING THE ORIGINALS OF SECTIONS 5.01.020, 5.10.010, 5.10.020, 5.10.025, 5.10.035, 5.15.010, 5.24.010, 5.24.040, 5.26.020, 5.28.010, 5.30.020, 5.32.010, 5.36.030, 5.38.036, 5.42.010, 5.42.015, 5.42.020, 5.42.035, 5.42.060, 5.44.040, 5.66.010, 5.66.050, 5.68.020, 5.68.030, 5.68.110, 5.68.120, 5.68.140, 5.68.150, 5.68.155, 5.68.156, 5.68.170, 5.68.180, 5.68.190, 5.68.200, 5.68.215, 5.68.220, 5.72.010, 5.73.050, 5.75.010, 5.75.020, 5.82.010, 5.88.020 AND 5.88.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

SECTION 1. Section 5.01.020 of the Code of the City of Wichita, Kansas, pertaining to ethnic intimidation, is hereby amended to read as follows:

"**Penalty.** ~~(a)~~ Upon a ~~first~~ conviction of a violation of the provisions of this chapter a person shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than two hundred fifty dollars nor more than two thousand five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment.

~~(b) On a second or subsequent conviction of a violation of the provisions of this chapter a person shall be deemed guilty of a misdemeanor and shall be sentenced to~~

~~imprisonment of not less than five days nor more than one year and a fine of not less than five hundred dollars nor more than two thousand five hundred dollars.~~"

SECTION 2. Section 5.10.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Assault deemed misdemeanor.** Any person who, within the corporate limits of the city, ~~intentionally~~ knowingly places another person in reasonable apprehension of immediate bodily harm, is guilty of a misdemeanor. No bodily contact is necessary."

SECTION 3. Section 5.10.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Battery deemed misdemeanor.** (a) Any person who, within the corporate limits of the city, (1) ~~intentionally~~ knowingly or recklessly causes bodily harm to another person or (2) ~~intentionally~~ knowingly causes physical contact with another person when done in a rude, ~~insolent~~ insulting or angry manner, is guilty of a misdemeanor.

(b) Every person convicted under this section, shall be punished by fine of not more than one thousand dollars or one year imprisonment or both such fine and imprisonment~~; however, upon a second or a subsequent conviction, the court shall impose a mandatory minimum jail sentence of five consecutive days and no person shall be eligible for probation or parole until serving the entire minimum sentence~~.

~~(c) For the purposes of determining whether a conviction is a first, second, or subsequent conviction in sentencing under this section:~~

~~(1) 'Conviction' includes being convicted of a violation of this section or entering into a deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section.~~

~~(2) 'Conviction' includes being convicted of a violation of a law of this state or of another state or an ordinance of any municipality which prohibits the acts that this section prohibits or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such a law or ordinance.~~

~~(3) Only convictions occurring on or after the date the ordinance codified in this section becomes effective shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided.~~

~~(4) It is irrelevant whether an offense occurred before or after conviction for a previous offense.~~"

SECTION 4. Section 5.10.025 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Domestic battery.** (a) Any person who, within the corporate limits of the city, (1) ~~intentionally~~ knowingly or recklessly causes bodily harm to a family or household member ~~or a domestic partner~~ or to an individual with whom the person is involved or has been involved in a dating relationship or (2) ~~intentionally~~ knowingly causes physical contact with a family or household member or ~~a domestic partner~~ to an individual with whom the person is involved

or has been involved in a dating relationship when done in a rude, ~~insolent~~ insulting or angry manner, is guilty of a misdemeanor.

(b) As used in subsection (a) of this section, "family or household member" means persons eighteen years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have a child in common regardless of whether they have been married or who have lived together at any time. Family or household member also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time.

(c) As used in subsection (a) of this section ~~"domestic partner"~~ 'dating relationship' means a ~~person who is, or who has in the past, been involved in an ongoing intimate relationship with the individual~~ social relationship of a romantic nature. In addition to any other factors the court deems relevant, the trier of fact may consider the following when making a determination of whether a relationship exists or existed: nature of the relationship, length of time the relationship existed, frequency of interaction between the parties and the time since termination of the relationship, if applicable.

(d) Upon a first conviction, a person shall be sentenced to not less than forty-eight consecutive hours nor more than six months' imprisonment and fined not less than two hundred dollars, nor more than five hundred dollars. In lieu of the mandatory sentence, the court, in its discretion, may enter an order which

requires the person to enroll in and successfully complete a court-approved domestic violence prevention program.

(e) Upon a second conviction within five years immediately preceding the commission of the crime, a person shall be sentenced to not less than ninety days nor more than one year's imprisonment and a fine of not less than five hundred dollars nor more than one thousand dollars. Upon a second conviction, the court shall impose a mandatory minimum jail sentence of five consecutive days and no person shall be eligible for probation or parole until serving the entire minimum sentence. The five days' imprisonment may be served in a work release or house arrest program only after such person has served forty-eight consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The offender shall serve at least five consecutive days imprisonment before the offender is granted probation, suspension or reduction of sentence. As a condition of any grant of probation, suspension of sentence or parole or of any other release, the person shall be required to enter into and complete a court-approved treatment program for domestic violence prevention.

(f) For the purposes of determining whether a conviction is a first, second, or subsequent conviction in sentencing under this section:

(1) 'Conviction' includes being convicted of a violation of this section, ~~or Section 5.10.020~~ or entering into a deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging violation of this section ~~or Section 5.10.020~~.

(2) 'Conviction' includes being convicted of a violation of a law of this state or of another state or an ordinance of any municipality which prohibits the acts that this section ~~or Section 5.10.020~~ prohibit or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such a law or ordinance;

(3) Only convictions occurring in the immediately preceding five years shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided for a first or second offense, whichever is applicable;

~~(3)~~ (4) It is irrelevant whether an offense occurred before or after conviction for a previous offense."

SECTION 5. Section 5.10.035 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Battery of a law enforcement officer.** (a) Any person who, within the corporate limits of the city~~,~~:

(1) ~~intentionally~~ knowingly or recklessly causes bodily harm or

(2) knowingly causes physical contact with a uniformed or properly identified state, county or city law enforcement officer while such officer is engaged in the performance of such officer's duty, in a rude, ~~insolent~~ insulting or angry manner, is guilty of a misdemeanor.

(b) Every person convicted under this section, shall be punished by fine of not more than two thousand five hundred dollars or one year imprisonment

or both such fine and imprisonment~~; however, upon a second or a subsequent conviction, the court shall impose a mandatory minimum jail sentence of five consecutive days and no person shall be eligible for probation or parole until serving the entire minimum sentence~~.

~~(c) For the purposes of determining whether a conviction is a first, second, or subsequent conviction in sentencing under this section:~~

~~(1) 'Conviction' includes being convicted of a violation of this section or entering into a deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section.~~

~~(2) 'Conviction' includes being convicted of a violation of a law of this state or of another state or an ordinance of any municipality which prohibits the acts that this section prohibits or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such a law or ordinance.~~

~~(3) Only convictions occurring on or after the date the ordinance codified in this section becomes effective shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided.~~

~~(4) It is irrelevant whether an offense occurred before or after conviction for a previous offense.~~"

SECTION 6. Section 5.15.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Victim or witness intimidation.** (a) Intimidation of a witness or victim is ~~knowingly and maliciously~~ preventing or dissuading, or attempting to prevent or dissuade with an intent to vex, annoy, harm or injure in any way another person or an intent to thwart or interfere in any manner with the orderly administration of justice:

(1) Any witness or victim from attending or giving testimony at any criminal trial, proceeding or inquiry authorized by law; or

(2) Any witness, victim or person acting on behalf of a victim from:

~~(A)~~ a. Making any report of the victimization of a victim to any law enforcement officer, prosecutor, probation officer, correctional officer, judicial officer or emergency communications dispatcher.

~~(B)~~ b. Causing a complaint to be sought and prosecuted, or causing a violation of probation or parole to be reported and prosecuted, and assisting in its prosecution.

~~(C)~~ c. Arresting or causing or seeking the arrest of any person in connection with the victimization of a victim.

(b) The following definitional sections shall apply to this section:

~~(1) "Malice" means an intent to vex, annoy, harm or injure in any way another person or intent to thwart or interfere in any manner with the orderly administration of justice;~~

~~(2)~~ (1) "Victim" means any individual against whom any crime under the laws of this state, this municipality or any municipality in this state, is being, has been or is attempted to be committed;

~~(3)~~ (2) "Witness" means any individual:

~~(A)~~ a. Who has knowledge of the existence or nonexistence of facts relating to any criminal trial, proceeding or inquiry authorized by law.

~~(B)~~ b. Whose declaration under oath is received or has been received as evidence for any purpose.

~~(C)~~ c. Who has reported any crime to any law enforcement officer, prosecutor, probation officer, parole officer, correctional officer, community correctional services officer or judicial officer, or any emergency communications dispatcher.

~~(D)~~ d. Who has been served with a subpoena issued under the authority of a municipal court or any court or agency of this state, or

~~(E)~~ e. Who would be believed by any reasonable person to be an individual described in this subsection~~s~~ ~~(3)(A), (B), (C) or (D) of this section~~.

(c) Intimidation of a victim or witness is a misdemeanor, and such sentence shall include a term of imprisonment of not more than six months and/or a one thousand dollar fine or both such fine and imprisonment."

SECTION 7. Section 5.24.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Disorderly conduct.** Disorderly conduct is, ~~with knowledge or probable cause to believe that such acts~~ one or more of the following acts that the person knows or should know will alarm, anger or disturb others or provoke an assault or other breach of the peace:

(a) Engaging in brawling or fighting; or

(b) Disturbing an assembly, meeting, or procession, not unlawful in its character; or

(c) Using ~~offensive, obscene, or abusive language~~ fighting words or engaging in noisy conduct tending to reasonably arouse alarm, anger or resentment in others.

As used in this section, 'fighting words' means words that by their very utterance inflict injury or tend to incite the listener to an immediate breach of peace.

Every person convicted of violating this section shall be punished by imprisonment of a term not to exceed thirty (30) days or a fine of not more than five hundred dollars ($500.00) or both such imprisonment and fine."

SECTION 8. Section 5.24.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Same—Penalty.** Unless otherwise specified, ~~V~~violation of any of the provisions of this chapter constitutes a misdemeanor, and any violation thereof shall be punished by a fine of not more than five hundred dollars, or one year imprisonment, or by both such fine and imprisonment."

SECTION 9. Section 5.26.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Unlawful acts regarding depressants, stimulants or other substances.**

Except as authorized by the Uniform Controlled Substances Act, K.S.A. 65-4101, et seq., no person shall possess or have under such person's control any of the following controlled substances or controlled substance analogs thereof:

(a) Any depressant designated in subsection (e) of K.S.A. 65-4105, subsection (e) of K.S.A. 65-4107, subsection (b) or (c) of K.S.A. 65-4109 or subsection (b) of K.S.A. 65-4111, and amendments thereto;

(b) Any stimulant designated in subsection (f) of K.S.A. 65-4105, subsection (d)(2), (d)(4) or (f)(2) of K.S.A. 65-4107 or subsection (e) of K.S.A. 65-4109, and amendments thereto;

(c) Any substance designated in subsection (g) of K.S.A. 65-4105, and amendments thereto, and designated in subsection (c), (d), (e), (f) or (g) of K.S.A. 65-4111 and amendments thereto; or

(d) Any anabolic steroids as defined in subsection (f) of K.S.A. 65-4109 and amendments thereto.~~;~~

(e) Any substance designated in K.S.A. 65-4113 and amendments thereto;

(f) Any substance designated in subsection (h) of K.S.A. 65-4105 and amendments thereto."

SECTION 10. Section 5.26.038 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Distribution of Controlled Substance.** It shall be unlawful for any person to distribute or possess with the intent to distribute any controlled substance or a controlled substance analog designated in K.S.A. 65-4113 and amendments thereto to a person who is over the age of eighteen (18)."

SECTION 11. Section 5.26.039 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Unlawful Possession of a Simulated Controlled Substance.** It shall be unlawful for any person to use or possess with the intent to use a simulated controlled substance."

SECTION 12. Section 5.28.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Inhalation unlawful—Exceptions. (A) Abusing toxic vapors is ~~knowingly~~ possessing, buying, using, smelling or inhaling the fumes of toxic

vapors with the intent of causing a condition of euphoria, excitement, exhilaration, stupefaction, or dulled senses of the nervous system, or to sell, give, or offer to sell or give to any other person any of the elements, compounds or combination of both elements and compounds as defined in subsection (D), if such person has knowledge that the product will be used in violation of this section.

(B) This subsection shall not apply to the inhalation of anesthesia or other substances for medical or dental purposes.

(C) Abusing toxic vapors is a misdemeanor, and such sentence shall include a term of imprisonment of not more than six months and/or a one thousand dollar fine. In addition to any sentence or fine imposed, the court shall enter an order which requires that the person enroll in and successfully complete an alcohol and drug safety action education program or treatment program as provided in K.S.A. 8-1008, and amendments thereto, or both the education and treatment programs.

(D) For the purposes of this section, the term "toxic vapors" means the following substances or products containing such substances:

(1) Alcohols, including methyl, isopropyl, propyl or butyl;

(2) Aliphatic acetates, including ethyl, methyl, propyl or methyl cellosolve acetate;

(3) Acetone;

(4) Benzene;

(5) Carbon tetrachloride;

(6) Cyclohexane;

(7) Freons, including freon 11 and freon 12;

(8) Hexane;

(9) Methyl ethyl ketone;

(10) Methyl isobutyl ketone;

(11) Naphtha;

(12) Perchlorethylene;

(13) Toluene;

(14) Trichloroethane; or

(15) Xylene.

(E) In a prosecution for a violation of this section, evidence that a container lists one or more of the substances described in subsection (D) as one of its ingredients shall be prima facie evidence that the substance in such container contains toxic vapors and emits the fumes thereof."

SECTION 13. Section 5.30/020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Report required.**~~; information to be shown.~~ (a) ~~Every physician who answers a call on an emergency case or who attends or administers to any patient that falls within the term of an emergency case as defined in the preceding section, and every hospital, hospital attendant or persons in charge thereof, who shall receive in their care, any patient in any emergency case shall immediately notify the police department of such case, giving the name and location of the patient and the nature of the injury.~~ Unlawful failure to report a wound is, with

no requirement of a culpable mental state, the failure by an attending physician or other person to report such person's treatment of any of the following wounds, to the office of the Chief of Police of the city or the office of the Sheriff of the county in which such treatment took place:

(1) Any bullet wound, gunshot wound, powder burn or other injury arising from or caused by the discharge of a firearm; or

(2) any wound which is likely to or may result in death and is apparently inflicted by a knife, ice pick or other sharp or pointed instrument.

(b) ~~If an examination, as provided for in K.S.A. 65-448(a) and amendments thereto, has taken place solely upon request of the victim, the medical care facility shall not notify the Wichita Police Department without the written consent of the victim, unless otherwise required by law.~~ Unlawful failure to report a wound is a class C misdemeanor.

~~(c) There shall be no criminal liability for failing to comply with the provisions of subsection (b).~~"

SECTION 14. Section 5.32.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**False ~~calls for police assistance; false reports~~ Alarm.** (a) Any person who ~~gives or causes to be given~~ transmits in any manner to the Fire Department of any city or county a false ~~call or~~ alarm of fire, knowing at the time of such transmission that there is no reasonable ground for believing that such fire exists,; or

(b) Any person who makes a call in any manner for emergency service assistance including ~~for~~ police ~~assistance~~, fire, medical or other emergency service, ~~or who sends or causes to be sent to any police station or member of the police department any false call for assistance or whoever~~ knowing~~ly~~ ~~makes or causes to be made a false report of the commission of any crime to a member of the police department~~ at the time of such call that there is no reasonable ground for believing such assistance is needed, is guilty of a misdemeanor.

(c) Any person convicted of giving a false alarm ~~and any violation thereof~~ shall be punished by a fine of not more than two thousand five hundred dollars ($2,500) or one year imprisonment, or both such fine and imprisonment."

SECTION 15. Section 5.36.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Permitting premises to be used for gambling.**

Permitting premises to be used for gambling is ~~intentionally~~ knowingly:

(a) Granting the use or allowing the continued use of a place as a gambling place; or

(b) Permitting another to set up a gambling device for use in a place under the offender's control.

(c) Anyone violating any of the provisions of this section shall be guilty of a misdemeanor and shall be punished as set forth in Section 5.36.050, and any amendments thereto."

SECTION 16. Section 5.37.030 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Defacement or damage of property by graffiti.** Any person who writes, sprays, scratches or otherwise affixes graffiti upon any property, public or private, in which another has an interest and without the consent of such other person shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than two hundred fifty dollars ($250.00) or more than one thousand dollars ($1,000.00), or by imprisonment for not more than six (6) months, or by both such fine and imprisonment. In addition to such penalty the court may order the defendant to perform the necessary labor to clean up, repair, or replace the property damaged by that person, or to pay any costs incurred by the owner or the City of Wichita related to the cleanup, repair or replacement of property damaged by that person."

SECTION 17. Section 5.38.036 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Fraud and cheating in obtaining accommodations.** (a) Any person who shall obtain food, lodging or other accommodations with a value of ~~one~~ two hundred ~~fifty~~ dollars or less, at any inn, restaurant, hotel, boarding house, apartment house, dwelling unit or rooming house by means of any trick, deception or false representation, statement or pretense, with intent to defraud the owner or keeper thereof, and shall fail or refuse to pay therefor, shall be deemed guilty of a misdemeanor.

(b) Any person convicted of violating Section 5.38.046 shall be punished by a fine not to exceed five hundred dollars ($500) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment."

SECTION 18. Section 5.42.005 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Definitions.** As used in this chapter, the following terms shall have the following meanings:

(a) 'Deception' means knowingly creating or reinforcing a false impression, including false impressions as to law, value, intention or other state of mind. Deception as to a person's intention to perform a promise shall not be inferred from the fact alone that such person did not subsequently perform the promise. Falsity as to matters having no pecuniary significance, or puffing by statements unlikely to deceive reasonable persons, is not deception.

(b) 'Deprive permanently' means to:

(1) Take from the owner the possession, use or benefit of property, without an intent to restore the same;

(2) retain property without intent to restore the same or with intent to restore it to the owner only if the owner purchases or leases it back, or pays a reward or other compensation for its return; or

(3) sell, give, pledge or otherwise dispose of any interest in property or subject it to the claim of a person other than the owner.

(c) 'Obtain' means to bring about a transfer of interest in or possession of property, whether to the offender or to another.

(d) 'Obtains or exerts control' over property includes, but is not limited to, the taking, carrying away, sale, conveyance, transfer of title to, interest in, or possession of property.

(e) ‘Owner’ means a person who has any interest in property;

(f) ‘Property’ means anything of value, tangible or intangible, real or personal;

(g) ‘Services’ means labor, professional services, cable television service, public or municipal utility or transportation service, telephone service, entertainment and the supplying of equipment for use.

(h) ‘Stolen property’ means property over which control has been obtained by theft.

(i) ‘Threat’ means a communicated intent to inflict physical or other harm on any person or on property.”

SECTION 19. Section 5.42.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“**Petit theft.** Petit theft is any of the following acts done with intent to deprive the owner permanently of the possession, use or benefit of his property:

(a) Obtaining or exerting unauthorized control over property or services having a value of less than one thousand dollars;

(b) Obtaining by deception control over property or services having a value of less than one thousand dollars;

(c) Obtaining by threat control over property or services having a value of less than one thousand dollars;

(d) Obtaining control over property or services having a value of less than one thousand dollars knowing the property to have been stolen by another.

Any person convicted of petit theft shall be deemed guilty of a misdemeanor, and shall be punished by a fine not to exceed two thousand five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment. In addition, whenever any person is convicted of petit theft, the court shall order such person to be fingerprinted and photographed immediately following such conviction unless such person has already been photographed and fingerprinted when charged with the specific offense which is the subject of such conviction."

SECTION 20. Section 5.42.015 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Prima facie evidence of intent to permanently deprive owner or lessor of possession, use or benefit of property.** (a) In any prosecution under this title, the following shall be prima facie evidence of intent to permanently deprive the owner or lessor of property of the possession, use or benefit thereof:

(1) The giving of a false identification or fictitious name, address or place of employment at the time of obtaining control over the property;

(2) The failure of a person who leases or rents personal property to return the same within ten days after the date set forth in the lease or rental agreement for the return of the property, if notice is given to the person renting or leasing the property to return the property within seven days after receipt of notice, in which case the subsequent return of

the property within the seven-day period shall exempt such transaction from consideration as prima facie evidence as provided in this section;

(3) Destroying, breaking or opening a lock, chain, key switch, enclosure or other device used to secure the property in order to obtain control over the property;

(4) Destruction of or substantially damaging or altering the property so as to make the property unusable or unrecognizable in order to obtain control over the property.

(5) The failure of a person who leases or rents from a commercial renter a motor vehicle under a written agreement that provides for the return of the motor vehicle to a particular place at a particular time, if notice has been given to the person renting or leasing the motor vehicle to return such vehicle within three calendar days from the date of the receipt or refusal of the demand. In addition, if such vehicle has not been returned after demand, the lessor may notify the local law enforcement agency of the failure of the lessee to return such motor vehicle and the local law enforcement agency shall cause such motor vehicle to be put into any appropriate state and local computer system listing stolen motor vehicles;

(6) The failure of a person who is provided with a use of a vehicle by the owner of the vehicle to return it to the owner pursuant to a written instruction specifying:

(A) The time and place to return the vehicle; and

(B) That failure to comply may be prosecuted as theft, and such instructions are delivered to the person by the owner at the time the person is provided with possession of the vehicle. In addition, if such vehicle has not been returned pursuant to the specifications in such instructions, the owner may notify the local law enforcement agency of the failure of the person to return such motor vehicle and the local law enforcement agency shall cause such motor vehicle to be put into any appropriate state and local computer system listing stolen motor vehicles;

(7) Removing a theft detection device, without authority, from merchandise or disabling such device prior to purchase; or

(8) The failure to replace or reattach the nozzle and hose of the pump used for the dispensing of motor fuels or placing such nozzle and hose on the ground or pavement.

(b) In any prosecution for a misdemeanor in which the object of the alleged theft is a book or other material borrowed from a library, it shall be prima facie evidence of intent to permanently deprive the owner of the possession, use or benefit thereof if the defendant failed to return such book or material within 30 days after receiving notice from the library requesting its return, in which case the subsequent return of the book or material within the 30-day period shall exempt such transaction from consideration as prima facie evidence as provided in this section.

(c) In a prosecution for theft as defined in this chapter, and such theft is of services, the existence of any of the connections of meters, alterations or use of unauthorized or unmeasured electricity, natural gas, water, telephone service or cable television service, caused by tampering, shall be prima facie evidence of intent to commit theft of services by the person or persons using or receiving the direct benefits from the use of the electricity, natural gas, water, telephone service of cable television service passing through such connections or meters, or using the electricity, natural gas, water, telephone service or cable television service which has not been authorized or measured. Tampering includes, but is not limited to:

(1) Making a connection of any wire, conduit or device, to any service or transmission line owned by a public or municipal utility, or by a cable television service provider;

(2) Defacing, puncturing, removing, reversing or altering any meter or any connections, for the purpose of securing unauthorized or unmeasured electricity, natural gas, water, telephone service or cable television service;

(3) Preventing any such meters from properly measuring or registering;

(4) Knowingly taking, receiving, using or converging to such person's own use, or the use of another, any electricity, water or natural gas which has not been measured; or any telephone or cable television service which has not been authorized; or

(5) Causing, procuring, permitting, aiding or abetting any person to do any of the preceding acts.

~~(b)~~ (d) The word "notice" as used herein shall be construed to mean notice in writing and such notice in writing will be presumed to have been given three days following deposit of the notice as registered or certified matter in the United States mail, addressed to such person who has leased or rented the personal property at the address as it appears in the information supplied by such person at the time of such leasing or renting, or to such person's last known address."

SECTION 21. Section 5.42.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Giving a worthless check.** ~~(1)~~ (a) Giving a worthless check is the making, drawing, issuing, or delivering or causing or directing the making, drawing, issuing or delivering of any check, order or draft on any bank, credit union, savings and loan association or depository for the payment of money or its equivalent with intent to defraud and knowing, at the time of the making, drawing, issuing or delivering of such check, order or draft, that the maker or drawer has no deposit in or credits with the drawee or has not sufficient funds in, or credits with, the drawee for the payment of such check, order or draft in full upon its presentation.

~~(2)~~ (b) Subsection (1) of this section shall apply if the check, draft or order is drawn for less than one thousand dollars.

~~(3)~~ (c) In any prosecution against the maker or drawer of a check, order or draft, payment of which has been refused by the drawee on account of insufficient

funds, the making, drawing, issuing or delivering of such check shall be prima facie evidence of intent to defraud and of knowledge of insufficient funds in, or on deposit with the drawee; ~~(a)~~ (1) unless the maker or drawer pays the holder thereof the amount due thereon and a service charge not exceeding thirty dollars for each check, within seven days after notice has been given to the maker or drawer that such check, draft or order has not been paid by the drawee; or ~~(b)~~ (2) if a postdated date is placed on the check, order or draft without the knowledge or consent of the payee.

(d) As used in this section, the word 'notice' shall have the following meaning:

(1) 'Notice' includes oral or written notice to the person entitled thereto. Written notice shall be presumed to have been given when deposited as restricted matter in the United States Mail, addressed to the person to be given notice at such person's address as it appears on such check, draft or order. Check is any check, order or draft on a financial institution. Financial institution means any bank, credit union, savings and loan association or depository.

~~(4)~~ (e) It shall not be a defense to a prosecution under this section that the check, draft or order upon which such prosecution is based:

~~(a)~~ (1) Was postdated, unless such check, draft or order was presented for payment prior to the posted date; or

~~(b)~~ (2) Was given to a payee who had knowledge or had been informed when the payee accepted such check, draft or order, that the

maker did not have sufficient funds in the hands of the drawee to pay such check, draft or order upon presentation, unless such check, draft or order was presented for payment prior to the date the maker informed the payee there would be sufficient funds.

~~(5)~~ (f) Penalty. Any person convicted of giving a worthless check is guilty of a misdemeanor and shall be punished by a fine not to exceed two thousand five hundred dollars or by imprisonment for not more than one year or by both such fine and imprisonment."

SECTION 22. Section 5.42.035 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Unlawful use of a financial card.** ~~(1)~~ (a) Criminal use of a financial card is any of the following acts done with intent to defraud and for the purpose of obtaining money, goods, property~~,~~ or services ~~or communication services~~.

~~(a)~~ (1) Using a financial card without the consent of the card holder; or

~~(b)~~ (2) Knowingly using a financial card, or the number or description thereof, which has been revoked or canceled; or

~~(c)~~ (3) Using a falsified, mutilated, altered or nonexistent financial card or a number or description thereof.

~~(2)~~ (b) For the purposes of this section:

~~(a)~~ (1) 'Financial Card' means an identification card, plate, instrument, device, or number issued by a business organization authorizing the card holder to purchase, lease, or otherwise obtain money,

goods, property, services or communication services or to conduct other financial transactions.

~~(b)~~ (2) 'Card holder' means the person or entity to whom or for whose benefit a financial cared is issued.

~~(c)~~ (3) For the purposes of subsection ~~(1)(b)~~ (a)(2) hereof, a financial card shall be deemed canceled or revoked when notice in writing thereof has been received by the named holder thereof as shown on such financial card or by the records of the company.

~~(3)~~ (c) Penalty. Criminal use of a financial card is a misdemeanor if the money, goods, property~~,~~ or services ~~or communication services~~ obtained within a seven-day period are of the value of less than one thousand dollars. Any person convicted of criminal use of a financial card shall be punished by a fine not to exceed two thousand five hundred dollars, or by imprisonment for not more than one year, or by both such fine and imprisonment."

SECTION 23. Section 5.42.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Theft of lost or mislaid property.** Any person who fails to take reasonable measures to restore lost, ~~or~~ mislaid or property delivered to them by a mistake, to the owner, when the person has obtained control of such property, who knows or learns the identity of the owner thereof, and who intends to deprive the owner permanently of the possession, use or benefit of such property, shall be deemed guilty of a misdemeanor, and any person convicted thereof shall be punished by a fine not to exceed two thousand five hundred dollars or by

imprisonment for not more than one year, or by both such fine and imprisonment."

SECTION 24. Section 5.42.065 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Receiving stolen property.** (a) A person commits the crime of receiving stolen property, with a value of less than one thousand dollars, if for the purposes of depriving the owner of a lawful interest therein, he or she receives, retains or disposes of property of another knowing that it has been stolen, or believing that it has been stolen.

(b) Evidence of the following is admissible in any criminal prosecution pursuant to this section to prove the requisite knowledge or belief of the alleged receiver:

(1) That he or she was found in possession or control of other property stolen on separate occasions form two or more persons;

(2) That he or she received other stolen property in another transaction within the year preceding the transaction charged;

(3) That he or she acquired the stolen property for a consideration which he or she knew was far below its reasonable value;

(4) That he or she obtained control over stolen property knowing the property to have been stolen or under such circumstances as would reasonably induce a person to believe the property was stolen."

SECTION 25. Section 5.44 040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Illegal dumping.** (a) It is unlawful to dump or cause to be dumped any wasted matter in or upon any public or private highway or road, including any portion of the right-of-way thereof, or in or upon any private property into or upon which the public is admitted by easement or license, or upon any private property without the consent of the owner, or in or upon any public park or other public property other than property designated or set aside for the purpose by the governing body having charge of that property.

(b) Any person violating this section is guilty of a misdemeanor. Each day that waste placed, deposited, or dumped in violation of this section remains is a separate violation.

(c) This section does not restrict a private owner in the use of his or her own private property, unless the placing, depositing, or dumping of the waste matter on the property creates a public health and safety hazard, a public nuisance, or a fire hazard, as determined by the health department.

(d) Whenever waste dumped in violation of this section is discovered to contain any article or articles, including but not limited to letters, bills, publications or other writings which display the name of a person thereon, addressed to such person or in any other manner indicating that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this chapter. Presumptions in this section may be overcome by proof

that the person identified from the letter of other item caused the waste to be collected and transported for disposal at an approved site by a person licensed by the city to collect and dispose of solid waste.

(e) Any person convicted of a violation of this section shall be punished by a mandatory fine of not less than two hundred fifty dollars nor more than one thousand dollars upon a first conviction, or by imprisonment for not more than twelve months, or by both such fine and imprisonment. Upon a second or subsequent conviction by a mandatory fine of not less than ~~five hundred~~ one thousand dollars nor more than ~~one~~ two thousand dollars or by imprisonment for not more than twelve months, or by both such fine and imprisonment. If upon the trial of any person found guilty of a misdemeanor hereunder, it shall appear to the court that the violation complained of is continuing, the court shall enter such order as it shall deem appropriate to cause the violation to be abated.

(f) The court may require, in addition to any fine imposed upon a conviction, that, as a condition of probation and in addition to any other condition of probation, a person convicted under this section remove, or pay the cost of removing, any waste matter which the convicted person dumped or caused to be dumped upon public or private property.

(g) Except when the court requires the convicted person to remove waste matter which he or she is responsible for dumping as a condition of probation, the court may, in addition to the fine imposed upon a conviction, require as a condition of probation, in addition to any other conditions of

probation, that any person convicted of a violation of this section pick up waste matter at a time and place within the jurisdiction of the court for not less than twelve hours.

(h) Any person who places, deposits, or dumps, or causes to be placed, deposited, or dumped, waste matter in violation of this section in bulk quantities, tires, furniture, or appliances shall be guilty of a misdemeanor, and upon a first conviction thereof shall be punished by a fine of not less than five hundred dollars or more than one thousand dollars, or by imprisonment for not more than twelve months, or by both such fine and imprisonment. Upon a second or subsequent conviction shall be punished by a fine of not less than one thousand dollars nor more than two thousand dollars, or by imprisonment for not more than twelve months, or by both such fine and imprisonment. ~~Upon a second or subsequent conviction of this subsection, the person convicted must serve at least five consecutive days imprisonment before the person is granted probation suspension or reduction of sentence or parole or is otherwise released.~~ If upon trial of any person found guilty of a misdemeanor hereunder, it shall appear to the court that the violation complained of is continuing, the court shall enter such order as it shall deem appropriate to cause the violation to be abated.

(i) Except in unusual cases where the interests of justice would be best served by waiving or reducing the fine, the minimum fines provided by this section shall not be waived or reduced. Except that the court may order that the defendant perform community service specified by the court in lieu of the

mandatory fines imposed, but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial condition as required by Section 1.04.210(e) and amendments thereto, and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed."

SECTION 26. Section 5.66.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Criminal damage to property.** ~~(1)~~ (a) Criminal damage to property is by means other than by fire or explosive:

~~(a)~~ (1) ~~Intentionally injuring,~~ Knowingly damaging, mutilating, defacing, destroying, or substantially impairing the use of any property, in which another has an interest without the consent of such other person; or

~~(b)~~ (2) ~~Injuring,~~ ~~d~~Damaging, mutilating, defacing, destroying or substantially impairing the use of any property, with intent to injure or defraud an insurer or lienholder.

~~(2)~~ (b) Criminal damage to property is a misdemeanor if the property damaged is of a value of less than one thousand dollars, or is of the value of one thousand dollars or more and is damaged to the extent of less than one thousand dollars.

~~(3)~~ (c) Penalty. Any person who is convicted of criminal damage to property shall be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed two thousand five hundred dollars, or by imprisonment for not more than one year, or by both such fine and imprisonment."

SECTION 27. Section 5.66.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Criminal trespass.** Criminal trespass is entering or remaining upon or in any land, structure, vehicle, aircraft or watercraft by a person who knows he/she is not authorized or privileged to do so, and:

(a) Such person enters or remains therein in defiance of an order not to enter or to leave such premises on property personally communicated to such person by the owner thereof or other authorized person; or

(b) Such premises or property are posted in a manner reasonably likely to come to the attention of intruders, or are locked or fenced or otherwise enclosed, or shut or secured against passage or entries; or

(c) Such person enters or remains therein in defiance of a restraining order issued pursuant to ~~section 5, section 6 of SB 474,~~ K.S.A. 60-1607, 60-3105, 60-3106, 60-3107, ~~K.S.A. 38-1542, 38-1543, or 38-1563,~~ and any amendments to said statutory sections, and the restraining order has been personally served upon the person so restrained.

(d) Entering or remaining upon or in any public or private land or structure in a manner that interferes with access to or from any health care facility by a person who knows such person is not authorized or privileged to do so and such person enters or remains thereon or therein in defiance of an order not to enter or to leave such land or structure personally communicated to such person by the owner.

(1) As used in this section:

(A) ‘Health care facility’" means any licensed medical care facility, certificated health maintenance organization, licensed mental health center, or mental health clinic, licensed psychiatric hospital or other facility or office where services of a health care provider are provided directly to patients.

(B) ‘Health care provider’ means any person: (1) Licensed to practice a branch of the healing arts; (2) licensed to practice psychology; (3) licensed to practice professional or practical nursing; (4) licensed to practice dentistry; (5) licensed to practice optometry; (6) licensed to practice pharmacy; (7) registered to practice podiatry; (8) licensed as a social worker; or (9) registered to practice physical therapy.

(e) Any person who commits a criminal trespass with the corporate limits of the city of Wichita shall be deemed guilty of a misdemeanor and upon conviction thereof shall be pushed by a fine of not more than one thousand dollars or imprisonment which shall not exceed six months, or by both such fine and imprisonment.

(f) Upon conviction of subsection (c) of this section, a person shall be sentenced to not less than forty-eight consecutive hours of imprisonment which must be served either before or as a condition of any grant of probation, suspension or reduction of sentence. <u>Such imprisonment may be served in work release or house arrest.</u>”

SECTION 28. Section 5.66.055 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Interference with the conduct of a lawful business. (a) Interference with the conduct of a lawful business is:

(1) ~~Intentional c~~Conduct at or in any building owned, operated or controlled by a private individual or corporation that knowingly causes an obstruction to or interference with the free and uninterrupted use of such property as a lawful business by any employee, patron, patient or other invitee on such premises, or which prevents the free and uninterrupted ingress, egress or regress therein, thereon or thereto;

(2) ~~Wilfully or intentionally~~ Knowingly refusing or failing to leave any such building owned, operated or controlled by a private individual or corporation upon being requested to do so by the owner thereof, any law enforcement officer or other authorized individual.

(b) Any person who violates any of the provisions of this chapter within the corporate limits of the city shall be deemed guilty of a misdemeanor and upon conviction hereof shall be punished by the following fines:

(1) Upon a first conviction, not more than two thousand five hundred dollars:

(2) Upon a second conviction, not less than two hundred fifty dollars nor more than two thousand five hundred dollars;

(3) Upon a third conviction, not less than five hundred dollars nor more than two thousand five hundred dollars;

(4) Upon a fourth conviction, not less than seven hundred fifty dollars nor more than two thousand five hundred dollars;

(5) Upon a fifth conviction, not less than one thousand dollars; nor more than two thousand five hundred dollars;

(6) Upon a sixth conviction, not less than one thousand two hundred fifty dollars nor more than two thousand five hundred dollars;

(7) Upon a seventh conviction, not less than one thousand five hundred dollars nor more than two thousand five hundred dollars;

(8) Upon a eighth conviction, not less than one thousand seven hundred fifty dollars nor more than two thousand five hundred dollars;

(9) Upon a ninth conviction, not less than two thousand dollars nor more than two thousand five hundred dollars;

(10) Upon a tenth conviction, not less than two thousand two hundred fifty dollars nor more than two thousand five hundred dollars;

(11) And upon an eleventh or subsequent conviction, not less than two thousand five hundred dollars.

In addition to the preceding fines such person may be punished by a term of imprisonment which shall not exceed six months, or by both such fines and imprisonment.

(c) The imposition of the fines established in subparagraphs (b)(2) through (11) herein shall be mandatory and the court shall not waive, remit, suspend, parole or otherwise excuse the payment thereof except that the court may order that the defendant perform community service specified by the court

but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial condition as required by Section 1.04.210(e) and amendments thereto, and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed herein.

(d) For the purposes of determining whether a conviction is a first or subsequent conviction in sentencing under this section, conviction includes being convicted of a violation of this section, and it is irrelevant whether an offense occurred before or after conviction for a previous offense."

SECTION 29. Section 5.68.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Patronizing a prostitute.** Any person who patronizes a prostitute is guilty of a misdemeanor. For purposes of this chapter, "patronizing a prostitute" shall mean:

(a) Knowingly entering or remaining in a house of prostitution with the intent to engage in sexual intercourse or any unlawful sexual acts with a prostitute; or

(b) Knowingly hiring a prostitute to engage in sexual intercourse or any unlawful sexual act;

(c) Every person convicted under this section (5.68.020), shall be punished by a fine of not more than five hundred dollars or six months imprisonment or both such fine and imprisonment~~; however, upon a second or a subsequent conviction, the court shall impose a mandatory minimum jail sentence~~

~~of five consecutive days and no person shall be eligible for probation or parole until serving the entire minimum sentence~~.

~~(1) For the purposes of determining whether a conviction is a first, second, or subsequent conviction in sentencing under this section:~~

~~(A) "Conviction" includes being convicted of a violation of this section.~~

~~(B) "Conviction" includes being convicted of a violation of a law of this state or of another state or an ordinance of any municipality which prohibits the acts that this section prohibits.~~

~~(C) Only convictions occurring on or after the date the ordinance codified in this section becomes effective shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided.~~

~~(D) It is irrelevant whether an offense occurred before or after conviction for a previous offense.~~"

SECTION 30. Section 5.68.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Promoting prostitution.** ~~(1)~~ (a) Any person~~s~~ who knowingly commit~~ings~~s any of the following acts when the prostitute is sixteen or more years of age, shall be deemed ~~g~~uilty of a misdemeanor.

~~(a)~~ (1) Establishing, owning, maintaining or managing a house of prostitution, or participating in the establishment, ownership, maintenance or management thereof;

~~(b)~~ (2) Permitting any place partially or wholly owned or controlled by the defendant to be used as a house of prostitution;

~~(c)~~ (3) Procuring a prostitute for a house of prostitution;

~~(d)~~ (4) Inducing another to become a prostitute;

~~(e)~~ (5) Soliciting a patron for a prostitute or for a house of prostitution;

~~(f)~~ (6) Procuring a prostitute for a patron;

~~(g)~~ (7) Procuring transportation for, paying for the transportation of or transporting a person within the state with the intention of assisting or promoting that person's engaging in prostitution; or

~~(h)~~ (8) Being employed to perform any act which is prohibited by this section.

~~(2)~~ (b) Every person convicted under this section (5.68.030) shall be punished by a fine of not more than five hundred dollars or six months imprisonment or both such fine and imprisonment~~; however, upon a second or a subsequent conviction, the court shall impose a mandatory minimum jail sentence of five consecutive days and no person shall be eligible for probation or parole until serving the entire minimum sentence.~~

~~(a) For the purposes of determining whether a conviction is a first, second, or subsequent conviction in sentencing under this section:~~

~~(1) 'Conviction' includes being convicted of a violation of this section.~~

~~(2) 'Conviction' includes being convicted of a violation of a law of this state or of another state or an ordinance of any municipality which prohibits the acts that this section prohibits.~~

~~(3) Only convictions occurring on or after the date the ordinance codified in this section becomes effective shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided.~~

~~(4) It is irrelevant whether an offense occurred before or after conviction for a previous offense~~."

SECTION 31. Section 5.68.110 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Soliciting for immoral purposes.** ~~(1)~~ (a) It is unlawful to solicit any person upon the streets or in public places within the corporate limits of the city, to engage in an act of prostitution, sodomy or sodomy for hire.

~~(2)~~ (b) For the purposes of this section, the following terms shall have the meanings respectively ascribed to them:

~~(a)~~ (1) "Public place" is any place to which the general public has access and a right to resort for business, entertainment or other lawful purpose, but does not necessarily mean a place devoted solely to the uses of the public. Such term also includes the front or immediate area of any store, shop, restaurant, tavern or other place of business and all public grounds, areas and parks.

~~(b)~~ (2) "Prostitution" is sexual intercourse for hire.

~~(c)~~ (3) "Sodomy" is oral or anal copulation between persons who are not husband and wife or consenting adult members of the opposite sex, or between a person and an animal, or coitus with an animal.

~~(d)~~ (4) "Sodomy for hire" is an act of oral or anal copulation for hire.

~~(3)~~ (c) Any person violating the provisions of this section (5.68.110) shall be deemed guilty of a misdemeanor, and any person convicted thereof shall be punished by a fine of not more than five hundred dollars or six months imprisonment or by both such fine and imprisonment~~; however, upon a second or a subsequent conviction under this section, the court shall impose a mandatory minimum jail sentence of five consecutive days and no person shall be eligible for probation or parole until serving the entire minimum sentence~~.

~~(a) For the purposes of determining whether a conviction is a first, second, or subsequent conviction in sentencing under this section:~~

~~(1) "Conviction" includes being convicted of a violation of this section.~~

~~(2) "Conviction" includes being convicted of a violation of a law of this state or of another state or an ordinance of any municipality which prohibits the acts that this section prohibits.~~

~~(3) Only convictions occurring on or after the date this ordinance becomes effective shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided.~~

~~(4) It is irrelevant whether an offense occurred before or after conviction for a previous offense.~~"

SECTION 32. Section 5.68.120 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Adultery.** Adultery is sexual intercourse or sodomy by a person with another who is not his spouse if (a) such person is married; or (b) such person is not married and knows that the other involved in such intercourse is married~~;~~. ~~and a~~Any person who shall be deemed guilty of adultery shall be guilty of a misdemeanor, and any person convicted thereof shall be punished ~~in accordance with Section 1.04.060 of this Code~~ by a fine not to exceed five hundred dollars and/or imprisonment of thirty days or both such fine and/or imprisonment."

SECTION 33. Section 5.68.140 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Lewd and lascivious behavior.** Lewd and lascivious behavior is:

(a) Publicly engaging in otherwise lawful sexual intercourse or sodomy with any person or animal with knowledge or reasonable anticipation that the participants are being viewed by others who are sixteen or more years of age; or

(b) Publicly exposing a sex organ or exposing a sex organ in the presence of a person who is sixteen or more years of age, ~~who~~ is not the spouse of the offender and who has not consented thereto, with intent to arouse or gratify the sexual desires of the offender or another.

Any person committing lewd and lascivious behavior shall be deemed guilty of a misdemeanor, and any person convicted thereof shall be punished by a fine of not more than five hundred dollars or six months; imprisonment, or both such fine and imprisonment."

SECTION 34. Section 5.68.150 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Promoting obscenity unlawful—Definitions—Evidence—Defense to prosecution—Exceptions—Penalty.**

~~(1)~~ (a) It is declared to be unlawful to promote obscenity or to promote obscenity to minors. Promoting obscenity is ~~knowingly or~~ recklessly:

~~(a)~~ (1) Manufacturing, ~~issuing,~~ selling, giving, providing, lending, mailing, delivering, transmitting, publishing, distributing, circulating, disseminating, presenting, exhibiting or advertising any obscene material or obscene device; or

~~(b)~~ (2) Possessing any obscene material or obscene device with intent to ~~issue,~~ sell, give, provide, lend, mail, deliver, transfer, transmit, publish, distribute, circulate, disseminate, present, exhibit or advertise such material or obscene device; or

~~(c)~~ (3) Offering or agreeing to manufacture, issue, sell, give, provide, lend, mail, deliver, transfer, transmit, publish, distribute, circulate, disseminate, present, exhibit or advertise any obscene material; or

~~(d)~~ (4) Producing, presenting or directing an obscene performance or participating in a portion thereof which is obscene or which contributes to its obscenity.

~~(2)~~ (b) Evidence that materials or devices were promoted to emphasize their prurient appeal or sexual provocative aspect shall be relevant in determining the question of the obscenity of such materials or devices. There shall be a presumption that a person promoting obscene materials or obscene devices did so ~~knowingly or~~ recklessly if:

~~(a)~~ (1) The materials or devices were promoted to emphasize their prurient appeal ~~or sexually provocative aspect~~; or

~~(b)~~ (2) The person is not a wholesaler and promotes the materials or devices in the course of the person's business.

~~(3)~~ (c) ~~(a)~~ (1) Any material or performance is "obscene" if:

~~(i)~~ a. The average person applying contemporary community standards would find that the material or performance, taken as a whole, appeals to the prurient interest;

~~(ii)~~ b. The average person applying contemporary community standards would find that the material or performance has patently offensive representations or descriptions of (A) ultimate sexual acts, normal or perverted, actual or simulated, including sexual intercourse or sodomy, or (B) masturbation, excretory functions, sadomasochistic abuse or lewd exhibition of the genitals; and

~~(iii)~~ c. Taken as a whole, a reasonable person would find that the material, or performance, lacks serious literary, educational, artistic, political or scientific value.

~~(b)~~ (2) 'Material' means any tangible thing which is capable of being used or adopted to arouse interest, whether through the medium of reading, observation, sound or other manner.

(3) 'Obscene device' means a device, including a dildo or artificial vagina, designed or marketed as useful primarily for the stimulation of human genital organs, except such devices disseminated or promoted for the purpose of medical or psychological therapy.

~~(c)~~ (4) 'Performance' means any play, motion picture, dance or other exhibition performed before an audience.

~~(d)~~ (5) 'Sexual intercourse' and 'sodomy' have the meanings provided by K.S.A. 21-~~3501~~5501 and amendments thereto.

~~(e)~~ (6) 'Wholesaler' means a person who sells, distributes or offers for sale or distribution obscene materials only for resale and not to the consumer and who does not manufacture, publish or produce such materials or devices.

~~(4)~~ (d) It is a defense to a prosecution for obscenity that:

~~(a)~~ (1) The persons to whom the allegedly obscene material or obscene device was disseminated, or the audience to an allegedly obscene performance, consisted of persons or institutions having scientific,

educational or governmental justification for possessing or viewing the same.

~~(b)~~ (2) The defendant is an officer, director, trustee or employee of a public library and the allegedly obscene material was acquired by such library and was disseminated in accordance with regular library policies approved by its governing body; or

~~(c)~~ (3) The allegedly obscene material or obscene device was purchased, leased or otherwise acquired by a public, private or parochial school, college or university, and that such material was either sold, leased, distributed or disseminated by a teacher, instructor, professor or other faculty member or administrator of such school as part of or incident to an approved course or program of instruction at such school.

~~(5)~~ (e) The provisions of this section which prescribe a criminal penalty for exhibit of any obscene motion picture shown in a commercial showing to the general public shall not apply to a projectionist, or assistant projectionist, if such projectionist or assistant projectionist has no financial interest in the show or in its place of presentation other than regular employment as a projectionist or assistant projectionist and no personal knowledge of the contents of the motion picture. The provisions of this section shall not exempt any projectionist or assistant projectionist from criminal liability for any act unrelated to projection of motion pictures in commercial showings to the general public.

~~(6)~~ (f) Promoting obscenity is declared to be a misdemeanor punishable upon conviction by a fine of not more than two thousand five hundred dollars, or

by imprisonment in the city jail for a period of not exceeding one year, or both such fine and imprisonment. ~~Upon conviction for the second such offense committed within two years after conviction for the first offense, a fine shall be imposed in an amount not less than two thousand five hundred dollars nor more than five thousand dollars in addition to or instead of any confinement.~~

~~(7)~~ (g) Upon any conviction for promoting obscenity, the court may require, in addition to any fine or imprisonment imposed, that the defendant enter into a reasonable recognizance with good and sufficient surety, in such sum as the court may direct, but not to exceed fifty thousand dollars, conditioned to the effect that in the event the defendant is convicted of a subsequent offense of promoting obscenity within two years after such conviction, he shall forfeit the recognizance."

SECTION 35. Section 5.68.155 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Promoting obscenity to minors—Defined—Defense to prosecution—Penalty.** ~~(1)~~ (a) Promoting obscenity to minors is promoting obscenity where the recipient of the obscene material, device, or a member of the audience of an obscene performance is a child under the age of eighteen years. Any material, device or performance is 'obscene' if the average person applying contemporary community standards would find that such material or performance, taken as a whole, appeals to the prurient interest; that the material, device or performance has patently offensive representations or descriptions of ultimate sexual acts, normal or perverted, and that the material, device or performance,

taken as a whole, lacks serious literary, educational, artistic, political or scientific value.

~~(2)~~ (b) Notwithstanding the provisions of ~~K.S.A. 1969 Supp. 21-3202~~ K.S.A. 21-5204, to the contrary, it shall be an affirmative defense to any prosecution under this section that:

~~(a)~~ (1) The defendant had reasonable cause to believe that the minor involved was eighteen years old or over, and such minor exhibited to the defendant a draft card, driver's license, birth certificate or other official or apparently official document purporting to establish that such minor was eighteen years old or more~~.~~; or

~~(b)~~ (2) ~~The allegedly obscene material was purchased, leased or otherwise acquired by a public, private or parochial school, college or university, and that such material was either sold, leased, distributed or disseminated by a teacher, instructor, professor or other faculty member or administrator of such school as part of or incident to an approved course or program of instruction at such school~~ An exhibition in a state of nudity is for a bona fide scientific or medical purpose or for an educational or cultural purpose for a bona fide school, museum or library.

~~(3)~~ (c) Promoting obscenity to minors is a misdemeanor, ~~for the first offense, with a mandatory fine of not less than two thousand five hundred dollars nor more than five thousand dollars in addition to or instead of any imprisonment imposed upon conviction~~ punishable upon conviction by a fine of not more than

two thousand five hundred dollars, or by imprisonment in the city jail for a period of not exceeding one year, or both such fine and imprisonment.

~~(4)~~ (d) Upon any conviction for promoting obscenity to minors, the court may require, in addition to any fine or imprisonment imposed, that the defendant enter into a reasonable recognizance with good and sufficient surety, in such sum as the court may direct, but not to exceed fifty thousand dollars, conditioned to the effect that in the event the defendant is convicted of a subsequent offense of promoting obscenity to minors within two years after such conviction, he shall forfeit the recognizance."

SECTION 36. Section 5.68.156 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Displaying material harmful to minors.** ~~(1)~~ (a) Definitions.

(1) 'Blinder Rack' means a device in which material is displayed in a manner that the lower two-thirds (2/3) of the material is not exposed to view;

~~(a)~~ (2) 'Harmful to minors' means that quality of any description, exhibition, presentation or representation, in whatever form, of nudity, sexual conduct, sexual excitement or sadomasochistic abuse when the material or performance, taken as a whole or with respect to a prosecution for an act described by subsection (2)(a) of this section, that portion of the material that was actually exposed to the view of minors, has the following characteristics:

~~(1)~~ a. The average adult person applying contemporary community standards would find that the material, device or performance has a predominant tendency to appeal to a prurient interest in sex to minors; and

~~(2)~~ b. The average adult person applying contemporary community standards would find that the material, device or performance depicts or describes nudity, sexual conduct, sexual excitement or sadomasochistic abuse in a manner that is patently offensive to prevailing standards in the adult community with respect to what is suitable for minors; and

~~(3)~~ (c) A reasonable person would find that the material, device or performance lacks serious literary, scientific, educational, artistic or political value for minors.

~~(b) "Knowingly" means having general knowledge of, or reason to known, or a belief or ground for belief which warrants further inspection or inquiry of both:~~

~~(1) The character and content of any material or performance which is reasonably susceptible of examination by the defendant; and~~

~~(2) The age of the minor; however, an honest mistake shall constitute an excuse from liability hereunder if the defendant made a reasonable bona fide attempt to ascertain the true age of such minor.~~

~~(c)~~ (3) ‘Material’ means any book, magazine, newspaper, pamphlet, poster, print, picture, figure, image, description, motion picture film, record, or recording tape, video tape.

~~(d)~~ (4) ‘Minor’ means any unmarried person under the age of eighteen years.

~~(e)~~ (5) ‘Nudity’ means the showing of the human male or female genitals, pubic area, or buttocks with less than a full opaque covering; the showing of the female breast with less than a full opaque covering of any portion thereof below the top of the nipple; or the depiction of covered male genitals in a ~~discernibly~~ discernible ~~turgid~~ state of sexual excitement;~~.~~

~~(f)~~ (6) ‘Performance’ means any motion picture, film, video tape, played record, phonograph, or tape recording, preview, trailer, play, show, skit, dance or other exhibition performed or presented to or before an audience of one or more, with or without consideration.

~~(g)~~ (7) ‘Person’ means any individual, partnership, association, corporation, or other legal entity of any kind.

~~(h)~~ (8) A ’reasonable bona fide attempt’ means an attempt to ascertain the true age of the minor by requiring production of a driver's license, marriage license, birth certificate or other governmental or educational identification card or paper and not relying solely on the oral allegations or apparent age of the minor.

~~(i)~~ (9) ‘Sadomasochistic abuse’ means flagellation or torture by or upon a person clad in undergarments, mask or bizarre costume, or in the condition of being fettered, bound or otherwise physically restrained on the part of one so clothed.

~~(j)~~ (10) ‘Sexual conduct’ means acts of masturbation, homosexuality, sexual intercourse or physical contact with a person's clothed or unclothed genitals, pubic area, buttocks, or, ~~if such person be~~ a female’s, breast.

~~(k)~~ (11) ‘Sexual excitement’ means the condition of human male or female genitals when in a state of sexual stimulation or arousal.

~~(2)~~ (b) Offenses. No person having custody, control or supervision of any commercial establishment shall knowingly:

~~(a)~~ (1) Display any material which is harmful to minors in such a way that minors, as a part of the invited general public, will be exposed to view such material or device; provided, however, a person shall be deemed not to have "displayed" material harmful to minors if the material is kept behind devices commonly known as "blinder racks" so that the lower two-thirds of the material is not exposed to view;

~~(b)~~ (2) Sell, furnish, present, distribute, allow to view, or otherwise disseminate to a minor, with or without consideration, any material or device which is harmful to minors; or

~~(c)~~ (3) Present to a minor or participate in presenting to a minor, with or without consideration, any performance which is harmful to a minor.

~~(3)~~ (c) Defenses. It shall be an affirmative defense to any prosecution under this section that:

~~(a)~~ (1) The allegedly harmful material or device was purchased, leased or otherwise acquired by a public, private or parochial school, college or university, and that such material was either sold, leased, distributed or disseminated by a teacher, instructor, professor or other faculty member or administrator of such school as part of or incidental to an approved course or program of instruction at such school.

~~(b)~~ (2) The defendant is an officer, director, trustee or employee of a public library and the allegedly harmful material or device was acquired by a public library and was disseminated in accordance with regular library policies approved by its governing body.

~~(c)~~ (3) An exhibition in a state of nudity is for a bona fide scientific or medical purpose, or for an educational or cultural purpose for a bona fide school, museum or library.

~~(d)~~ (4) With respect to a prosecution for an act described by subsection ~~(2)(c)~~ (b)(1) of this section, the allegedly harmful material was kept behind blinder racks.

~~(e)~~ (5) With respect to a prosecution for an act described by subsection ~~(2)(b)~~ (b)(1) or ~~(c)~~ (b)(2) of this section, the defendant had reasonable cause to believe that the minor involved was eighteen years old or over, and such minor exhibited to the defendant a draft card, driver's license, birth certificate or other official or apparently official document purporting to establish that such minor was eighteen years old or more.

~~(f)~~ (6) With respect to a prosecution for an act described by subsection ~~(2)(c)~~ (b)(3) of this section, the allegedly harmful performance was viewed by the minor in the presence of such minor's parent or parents or such minor's legal guardian.

~~(4)~~ (d) The provisions of Section 5.68.156 shall not apply to a retail sales clerk, if such clerk has no financial interest in the materials or performance or in the commercial establishment displaying or selling, furnishing, presenting such performance other than regular employment as a retail sales clerk. The provisions of this section shall not exempt any retail sales clerk from criminal liability for any act unrelated to regular employment as a retail sales clerk.

~~(5)~~ (e) If any provision or clause of this Section 5.68.156 or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the section act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared to be severable.

~~(6)~~ (f) Penalties. Any person who shall be convicted of violating any provision of this section is guilty of a misdemeanor and shall be fined a sum not exceeding ~~five hundred~~ one thousand dollars and may be confined in jail for a definite term which shall be fixed by the court and shall not exceed ~~one~~ six months. Each day that any violation of this section occurs or continues shall constitute a separate offense and shall be punishable as a separate violation. Every act, thing or transaction prohibited by this section shall constitute a separate offense as to each item, issue or title involved and shall be punishable as such. For the purpose of this section, multiple copies of the same identical title, monthly issue, volume and number issue or other such identical material shall constitute a single offense."

SECTION 37. Section 5.68.170 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Sodomy for hire.** (a) Any person who commits sodomy for hire is guilty of a misdemeanor.

(b) For purposes of this section, "sodomy for hire" is defined as performing, or offering or agreeing to perform an act of oral copulation or anal copulation for hire.

(c) Every person convicted under this section (5.68.170), shall be punished by a fine of not more than five hundred dollars or six months' imprisonment or both such fine and imprisonment~~; however, upon a second or a subsequent conviction, the court shall impose a mandatory minimum jail sentence~~

~~of five days and no person shall be eligible for probation or parole until serving the entire minimum sentence~~."

SECTION 38. Section 5.68.180 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Patronizing a person offering sodomy for hire.** (a) Any person who patronizes a person offering sodomy for hire, as defined in Section 5.68.170, is guilty of a misdemeanor.

(b) For purposes of this section, "patronizing a person offering sodomy for hire" means knowingly hiring a person to engage in oral copulation or anal copulation.

(c) Every person convicted under this section (5.68.180), shall be punished by a fine of not more than five hundred dollars or six months' imprisonment or both such fine and imprisonment~~; however, upon a second or a subsequent conviction, the court shall impose a mandatory minimum jail sentence of five days and no person shall be eligible for probation or parole until serving the entire minimum sentence~~."

SECTION 39. Section 5.68.190 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Promoting sodomy for hire.** (a) Any person committing any of the following acts shall be deemed guilty of a misdemeanor:

(1) Establishing, owning, maintaining or managing a place where sodomy for hire is committed or participating in the establishment, ownership, maintenance or management thereof;

(2) Permitting any place partially or wholly owned or controlled by the defendant to be used as a place where sodomy for hire is committed;

(3) Procuring or inducing another to engage in sodomy for hire;

(4) Soliciting a patron for a person offering sodomy for hire;

(5) Procuring transportation for, paying for the transportation of or transporting a person within the city with the intention of assisting or promoting that person's engaging in sodomy for hire;

(6) Being employed to perform any act which is prohibited by this section.

(b) For purposes of this section, "sodomy for hire" is defined as performing, or offering or agreeing to perform, an act of oral copulation or anal copulation for hire.

(c) Every person convicted under this section (5.68.190), shall be punished by a fine of not more than five hundred dollars or six months' imprisonment or both such fine and imprisonment~~; however, upon a second or a subsequent conviction, the court shall impose a mandatory minimum jail sentence of five days and no person shall be eligible for probation or parole until serving the entire minimum sentence~~."

SECTION 40. Section 5.68.200 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Sodomy.** (a) Any person who commits sodomy (1) with another person who is sixteen or more years of age and members of the same sex, or (2) with an animal, is guilty of a misdemeanor.

~~(a) For purposes of this section, 'sodomy' is oral or anal copulation between persons who are sixteen or more years of age and members of the same sex, or between a person and an animal, or coitus with an animal. Any penetration, however slight, is sufficient to complete the crime of sodomy.~~

(b) Every person convicted under this section shall be punished by a fine of not more than five hundred dollars, or by confinement for a period of six months, or by both such fine and imprisonment."

SECTION 41. Section 5.68.220 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Sexual battery.** ~~(1)~~ (a) Sexual battery is the ~~unlawful, intentional~~ touching of ~~the person of another~~ a victim who is sixteen or more years of age, who is not the spouse of the offender and who does not consent thereto, with the intent to arouse or satisfy the sexual desires of the offender or another.

~~(2)~~ (b) Any person who violates the provisions of this section shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than two thousand five hundred dollars or twelve months imprisonment or by both such fine and imprisonment."

SECTION 42. Section 5.68.215 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Anti-prostitution emphasis area—Enhanced penalties.**

(a) The following described area of the city is designated to be an anti-prostitution emphasis area:

(1) An area bounded to the north at Twenty-First Street, on the east by Washington, on the south by Second Street, and on the west by Main Street, which becomes Park Place, which encompasses all areas within those parameters, including the property on both sides of each of the boundary streets.

(2) An area bounded to the north at Waterman, on the east by Washington, on the south by Forty-Seventh Street South, and to the west by Wichita, which encompasses all areas within those parameters, including the property on both sides of each of the boundary streets.

(3) An area bounded to the north by Thirteenth Street, on the east by Hillside, on the south by Second Street, and on the west by Cleveland, which encompasses all areas within those parameters, and including the property on both sides of each of the boundary streets.

(b) Any person who commits an unlawful act of prostitution, or a prostitution-related act within the area set forth in subsection (a) is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than two thousand five hundred dollars or one year's imprisonment, or by both such fine and imprisonment. Upon a ~~first~~ conviction of a violation of this section, the

court shall impose a fine of ~~not less than two hundred dollars nor~~ not more than ~~five hundred~~ one thousand dollars, ~~and a mandatory jail sentence of not less than five consecutive days nor more than six months'~~ one year imprisonment or both such fine and/or imprisonment. ~~Upon a second conviction of a violation of this section, the court shall impose a fine of not less than five hundred dollars nor more than one thousand dollars and a mandatory jail sentence of not less than thirty consecutive days nor more than one year's imprisonment. Upon a third or a subsequent conviction of a violation of this section, the court shall impose a fine of not less than one thousand dollars nor more than two thousand five hundred dollars and a mandatory jail sentence of not less than ninety consecutive days nor more than one year's imprisonment. No person shall be eligible for probation or parole until serving the entire minimum sentence.~~

(c) For the purposes of this section, an unlawful act of prostitution or a prostitution-related act shall include the following sections of this code, and any amendments thereto: 5.68.010 (prostitution), 5.68.020 (patronizing a prostitute), 5.68.030 (promoting prostitution), 5.68.110 (soliciting for immoral purposes), 5.68.170 (sodomy for hire), 5.68.180 (patronizing a person offering sodomy for hire), 5.68.190 (promoting sodomy for hire), 5.68.200 (sodomy), or 5.68.210 (loitering for the purpose of solicitation).

~~(d) For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section, it is irrelevant whether an offense occurred before or after conviction for a previous offense.~~

~~(e) The imposition of the fines established in subsection (b) herein shall be mandatory and the court shall not waive, remit, suspend, parole or otherwise excuse the payment thereof except that defendants who are in violation of this section due to their commission of an act in violation of Sections 5.68.101 (prostitution), 5.68.110 (solicitation for immoral purposes) or 5.68.170 (sodomy for hire) shall be eligible to have such fines suspended by their agreement to enter and successfully complete a court-ordered program of treatment and supervision. The court may also order that any defendant perform community service specified by the court but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial condition as required by Section 1.04.210(e) of this code and amendments thereto, and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed herein.~~

~~(f)~~ (d) If any subsection, clause or provision of this section is for any reason held illegal, invalid or unconstitutional, such action shall not affect the remaining provisions of this section which shall remain valid to the extent possible."

SECTION 43. Section 5.72.010 or the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"~~**Obstructing legal process or official duty**~~ **Interference with Law Enforcement.** (a) Interference with law enforcement is falsely reporting to a law enforcement officer or state investigative agency that a crime has been

committed, knowing that such information is false and intending that the officer or agency acts in reliance or upon such information; or

~~(a) Resisting Police Officers. It is unlawful for any person to resist or oppose any police officer in the discharge of any official duty.~~

(b) ~~Obstructing Legal Process of Official Duty. Obstructing legal process or duty is k~~Knowingly ~~and willfully~~ obstructing, resisting or opposing any person authorized by law to serve process in the service or execution or in the attempt to serve or execute any writ, warrant, process or order of a court, or in the discharge of any official duty.

(c) Violation—Penalty. Any person violating any provision of this section of the code is guilty of a misdemeanor and shall be punished by a fine of not more than two thousand five hundred dollars and/or an imprisonment of not more than one year and/or both such fine and imprisonment."

SECTION 44. Section 5.73.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Rioting.** ~~(1)~~ (a) Riot is:

(1) five or more persons acting together without lawful authority engaging in any use of force or violence which produces a breach of the public peace, or

(2) any threat to use such force or violence against any person or property if accompanied by power or apparent power of immediate execution~~, by five or more persons acting together and without authority of law~~.

~~(2)~~ (b) Any person who violates the provisions of this section within the corporate limits of the city is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed ~~one~~ two thousand five hundred dollars or by imprisonment for not more than one year or by both such fine and imprisonment."

SECTION 45. Section 5.75.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Interference with conduct of public business—Defined.** Interference with the conduct of public business in public buildings is:

(a) Conduct at or in any public building owned, operated or controlled by the city or any of its political subdivisions so as to ~~willfully~~ knowingly deny to any public official, public employee, or any invitee on such premises, the lawful rights of such official, employee, or invitee to enter, to use the facilities, or to leave, any such public building; or

(b) ~~Wilfully~~ Knowingly impeding any public official or employee in the lawful performance of duties or activities through the use of restraint, abduction, coercion, or intimidation or by force and violence or threat thereof; or

(c) ~~Wilfully~~ Knowingly refusing or failing to leave any such public building upon being requested to do so by the chief administrative officer, or his designee, charged with maintaining order in such public building, if such person is committing, threatens to commit, or incites others to commit, any act which did or would if completed, disrupt, impair, interfere with, or obstruct the lawful

missions, processes, procedures or functions being carried on in such public building; or

(d) ~~Wilfully~~ Knowingly impeding, disrupting or hindering the normal proceedings of any meeting or session conducted by any judicial or legislative body or official at any public building by any act of intrusion into the chamber or other areas designated for the use of the body, or official conducting such meeting or session, or by any act designed to intimidate, coerce or hinder any member of such body, or any official engaged in the performance of duties at such meeting or session; or

(e) ~~Wilfully~~ Knowingly impeding, disrupting or hindering, by any act of intrusion into the chamber or other areas designed for the use of any executive body or official, the normal proceedings of such body or official."

SECTION 46. Section 5.75.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Interference with conduct of public business—Misdemeanor.**

Interference with the conduct of public business in public buildings is a misdemeanor.

Upon conviction such person shall be punished by a fine not to exceed two thousand five hundred dollars ($2,500.00) or one year imprisonment or both such fine and imprisonment."

SECTION 47. Section 5.82.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Telephone service—Interfering with.** ~~(1)~~ (a) It is unlawful for any person to use~~, cause to be used, or knowingly permit another to use,~~ any telephone instrument, telephone equipment, ~~or~~ telephone facilities or telefacsimile communication device for any of the following purposes:

~~(a)~~ (1) Knowingly ~~Making~~ make or transmit any comment, request, suggestion or proposal which is obscene, lewd, lascivious, filthy or indecent; or

~~(b)~~ (2) Making a telephone call, whether or not conversation ensues, with intent to abuse, threaten or harass any person at the called number; or

~~(c)~~ (3) Making or causing the telephone of another repeatedly to ring or repeatedly transmit a telefacsimile communication~~;~~ with intent to harass any person at the called number; or

~~(d) Making repeated telephone calls, during which conversation ensures, solely to harass any person at the called number; or~~

~~(e)~~ (4) Knowingly ~~Playing~~ play any recording on a telephone, except recordings such as weather information or sports information when the number thereof is dialed unless the person or group playing the recording shall identify itself or himself or herself and state that it is a recording; or

~~(f) Impairing, injuring or damaging the business of any person at the number called.~~;

(5) Knowingly permit any telephone or telefacsimile communication under one's control to be used in violation of this section.

(b) As used in this section 'telefacsimile communication' means the use of electronic equipment to send or transmit a copy of a document via telephone line.

~~(2)~~ (c) Any person who shall commit an act prohibited by ~~subsection (1) of~~ this section shall be punished by a fine of not more than two thousand five hundred dollars or by one year imprisonment, or by both such fine and imprisonment."

SECTION 48. Section 5.85.010 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Unlawful Interference with a Firefighter.** Unlawful Interference with a firefighter is knowingly:

(a) Interfering with any firefighter while engaged in the performance of such firefighter's duties;

(b) Obstructing, interfering with or impeding the efforts of any firefighter to reach the location of a fire or other emergency; or

(c) Unlawful interference with a firefighter is a misdemeanor. Any person convicted of violating this section shall be sentenced to a term of

imprisonment of not more than six months and/or a fine not to exceed one thousand dollars."

SECTION 49. Section 5.85.020 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Interference with Emergency Medical Services Personnel.**

(a) Unlawful interference with an emergency medical services attendant is knowingly:

(1) Interfering with any attendant while engaged in the performance of such attendant's duties; or

(2) Obstructing, interfering with or impeding the efforts of any attendant to reach the location of an emergency.

(b) Unlawful interference with an emergency medical services attendant is a misdemeanor. Any person convicted of violating this section shall be sentenced to a term of imprisonment of not more than six months and/or a fine not to exceed one thousand dollars."

SECTION 50. Section 5.88.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Unlawful discharge of a firearm, air rifles, pellet guns and BB guns.**

~~(1)~~ (a) It is unlawful for any person to discharge or fire any gun, pistol, air rifle, pellet gun, BB gun or any other firearm within the corporate limits of the city except at any properly licensed shooting gallery or upon a pistol range or at a gun club, either of which shall be approved by the chief of police.

~~(2)~~ (b) This section shall not apply to law enforcement officers while actually engaged in the performance of such officer's duty.

~~(3)~~ (c) This section shall not apply to health officers while actually engaged in the performance of such officer's duty.

~~(4)~~ (d) This section shall not apply to historical re-enactors and actors when engaged in performances and demonstrations when the powder charge does not exceed thirty grains for pistols, sixty-five grains for long guns and one-quarter pound for cannon, and the gun contains no projectile other than the minimum amount of wadding necessary to hold the powder charge in place. Provided, however, this subsection shall only apply to those performances and demonstrations which have been approved in advance in writing by the city manager or the city managers designee.

~~(5)~~ (e) Any person who violates any of the provisions of this section is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment.

~~(6)~~ (f) In addition to the penalty for the violation of this section, it shall be the duty of the municipal court judge to order any weapon seized in connection with such violation to be forfeited to the city and the same shall be disposed of by the chief of police pursuant to Section 5.88.010~~(8)~~(11)."

SECTION 51. Section 5.88.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Air rifles, pellet guns and BB guns—Carrying within the city.**

~~(1)~~ (a) It is unlawful for any person to carry an air rifle, pellet gun or BB gun on the streets, alleys or public places within the corporate limits of the city unless the air rifle, pellet gun or BB gun is dismantled or in a scabbard.

~~(2)~~ (b) Any person who violates any of the provisions of this section is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment.

~~(3)~~ (4) In addition to the penalty for the violation of this section, the municipal court judge may, in his or her discretion, order such air rifle, pellet gun or BB gun forfeited to the city and disposed of pursuant to Section 5.88.010~~(8)~~(11)."

SECTION 52. The originals of Sections 5.01.020, 5.10.010, 5.10.020, 5.10.025, 5.10.035, 5.15.010, 5.24.010, 5.24.040, 5.26.020, 5.28.010, 5.30.020, 5.32.010, 5.36.030, 5.38.036, 5.42.010, 5.42.015, 5.42.020, 5.42.035, 5.42.060, 5.44.040, 5.66.010, 5.66.050, 5.68.020, 5.68.030, 5.68.110, 5.68.120, 5.68.140, 5.68.150, 5.68.155, 5.68.156, 5.68.170, 5.68.180, 5.68.190, 5.68.200, 5.68.215, 5.68.220, 5.72.010, 5.73.050, 5.75.010, 5.75.020, 5.82.010, 5.88.020 and 5.88.030 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 53. 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 April 13, 2012

02/22/2012

ORDINANCE NO. 49-256

AN ORDINANCE AMENDING SECTIONS 5.01.020, 5.10.010, 5.10.020, 5.10.025, 5.10.035, 5.15.010, 5.24.010, 5.24.040, 5.26.020, 5.28.010, 5.30.020, 5.32.010, 5.36.030, 5.38.036, 5.42.010, 5.42.015, 5.42.020, 5.42.035, 5.42.060, 5.44.040, 5.66.010, 5.66.050, 5.68.005, 5.68.020, 5.68.030, 5.68.110, 5.68.120, 5.68.140, 5.68.150, 5.68.155, 5.68.156, 5.68.170, 5.68.180, 5.68.190, 5.68.200, 5.68.215, 5.68.220, 5.72.010, 5.73.050, 5.75.010, 5.75.020, 5.82.010, 5.88.020 AND 5.88.030 CREATING SECTIONS 5.26.038, 5.26.039, 5.37.030, 5.42.005, 5.42.065, 5.85.010 AND 5.85.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PUBLIC SAFETY AND MORALS AND REPEALING THE ORIGINALS OF SECTIONS 5.01.020, 5.10.010, 5.10.020, 5.10.025, 5.10.035, 5.15.010, 5.24.010, 5.24.040, 5.26.020, 5.28.010, 5.30.020, 5.32.010, 5.36.030, 5.38.036, 5.42.010, 5.42.015, 5.42.020, 5.42.035, 5.42.060, 5.44.040, 5.66.010, 5.66.050, 5.68.020, 5.68.030, 5.68.110, 5.68.120, 5.68.140, 5.68.150, 5.68.155, 5.68.156, 5.68.170, 5.68.180, 5.68.190, 5.68.200, 5.68.215, 5.68.220, 5.72.010, 5.73.050, 5.75.010, 5.75.020, 5.82.010, 5.88.020 AND 5.88.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

SECTION 1. Section 5.01.020 of the Code of the City of Wichita, Kansas, pertaining to ethnic intimidation, is hereby amended to read as follows:

"**Penalty.** ~~(a)~~ Upon a ~~first~~ conviction of a violation of the provisions of this chapter a person shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than two hundred fifty dollars nor more than two thousand five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment."

SECTION 2. Section 5.10.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Assault deemed misdemeanor.** Any person who, within the corporate limits of the city, knowingly places another person in reasonable apprehension of immediate bodily harm, is guilty of a misdemeanor. No bodily contact is necessary."

SECTION 3. Section 5.10.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Battery deemed misdemeanor.** (a) Any person who, within the corporate limits of the city, (1) knowingly or recklessly causes bodily harm to another person or (2) knowingly causes physical contact with another person when done in a rude, insulting or angry manner, is guilty of a misdemeanor.

(b) Every person convicted under this section, shall be punished by fine of not more than one thousand dollars or one year imprisonment or both such fine and imprisonment."

SECTION 4. Section 5.10.025 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Domestic battery.** (a) Any person who, within the corporate limits of the city, (1) knowingly or recklessly causes bodily harm to a family or household member or to an individual with whom the person is involved or has been involved in a dating relationship or (2) knowingly causes physical contact with a family or household member or to an individual with whom the person is

involved or has been involved in a dating relationship when done in a rude, insulting or angry manner, is guilty of a misdemeanor.

(b) As used in subsection (a) of this section, "family or household member" means persons eighteen years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have a child in common regardless of whether they have been married or who have lived together at any time. Family or household member also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time.

(c) As used in subsection (a) of this section ‘dating relationship’ means a social relationship of a romantic nature. In addition to any other factors the court deems relevant, the trier of fact may consider the following when making a determination of whether a relationship exists or existed: nature of the relationship, length of time the relationship existed, frequency of interaction between the parties and the time since termination of the relationship, if applicable.

(d) Upon a first conviction, a person shall be sentenced to not less than forty-eight consecutive hours nor more than six months' imprisonment and fined not less than two hundred dollars, nor more than five hundred dollars. In lieu of the mandatory sentence, the court, in its discretion, may enter an order which requires the person to enroll in and successfully complete a court-approved domestic violence prevention program.

(e) Upon a second conviction within five years immediately preceding the commission of the crime, a person shall be sentenced to not less than ninety days nor more than one year's imprisonment and a fine of not less than five hundred dollars nor more than one thousand dollars. Upon a second conviction, the court shall impose a mandatory minimum jail sentence of five consecutive days and no person shall be eligible for probation or parole until serving the entire minimum sentence. The five days' imprisonment may be served in a work release or house arrest program only after such person has served forty-eight consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The offender shall serve at least five consecutive days imprisonment before the offender is granted probation, suspension or reduction of sentence. As a condition of any grant of probation, suspension of sentence or parole or of any other release, the person shall be required to enter into and complete a court-approved treatment program for domestic violence prevention.

(f) For the purposes of determining whether a conviction is a first, second, or subsequent conviction in sentencing under this section:

(1) 'Conviction' includes being convicted of a violation of this section, or entering into a deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging violation of this section.

(2) 'Conviction' includes being convicted of a violation of a law of this state or of another state or an ordinance of any municipality which prohibits the acts that this section prohibit or entering into a

diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such a law or ordinance;

(3) Only convictions occurring in the immediately preceding five years shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided for a first or second offense, whichever is applicable;

(4) It is irrelevant whether an offense occurred before or after conviction for a previous offense."

SECTION 5. Section 5.10.035 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Battery of a law enforcement officer.** (a) Any person who, within the corporate limits of the city:

(1) knowingly or recklessly causes bodily harm or

(2) knowingly causes physical contact with a uniformed or properly identified state, county or city law enforcement officer while such officer is engaged in the performance of such officer's duty, in a rude, insulting or angry manner, is guilty of a misdemeanor.

(b) Every person convicted under this section, shall be punished by fine of not more than two thousand five hundred dollars or one year imprisonment or both such fine and imprisonment."

SECTION 6. Section 5.15.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Victim or witness intimidation.** (a) Intimidation of a witness or victim is preventing or dissuading, or attempting to prevent or dissuade with an intent to vex, annoy, harm or injure in any way another person or an intent to thwart or interfere in any manner with the orderly administration of justice:

(1) Any witness or victim from attending or giving testimony at any criminal trial, proceeding or inquiry authorized by law; or

(2) Any witness, victim or person acting on behalf of a victim from:

a. Making any report of the victimization of a victim to any law enforcement officer, prosecutor, probation officer, correctional officer, judicial officer or emergency communications dispatcher.

b. Causing a complaint to be sought and prosecuted, or causing a violation of probation or parole to be reported and prosecuted, and assisting in its prosecution.

c. Arresting or causing or seeking the arrest of any person in connection with the victimization of a victim.

(b) The following definitional sections shall apply to this section:

(1) "Victim" means any individual against whom any crime under the laws of this state, this municipality or any

municipality in this state, is being, has been or is attempted to be committed;

(2) "Witness" means any individual:

a. Who has knowledge of the existence or nonexistence of facts relating to any criminal trial, proceeding or inquiry authorized by law.

b. Whose declaration under oath is received or has been received as evidence for any purpose.

c. Who has reported any crime to any law enforcement officer, prosecutor, probation officer, parole officer, correctional officer, community correctional services officer or judicial officer, or any emergency communications dispatcher.

d. Who has been served with a subpoena issued under the authority of a municipal court or any court or agency of this state, or

e. Who would be believed by any reasonable person to be an individual described in this subsection.

(c) Intimidation of a victim or witness is a misdemeanor, and such sentence shall include a term of imprisonment of not more than six months and/or a one thousand dollar fine or both such fine and imprisonment."

SECTION 7. Section 5.24.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Disorderly conduct.** Disorderly conduct is, one or more of the following acts that the person knows or should know will alarm, anger or disturb others or provoke an assault or other breach of the peace:

(a) Engaging in brawling or fighting; or

(b) Disturbing an assembly, meeting, or procession, not unlawful in its character; or

(c) Using fighting words or engaging in noisy conduct tending to reasonably arouse alarm, anger or resentment in others.

As used in this section, 'fighting words' means words that by their very utterance inflict injury or tend to incite the listener to an immediate breach of peace.

Every person convicted of violating this section shall be punished by imprisonment of a term not to exceed thirty (30) days or a fine of not more than five hundred dollars ($500.00) or both such imprisonment and fine."

SECTION 8. Section 5.24.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Same—Penalty.** Unless otherwise specified, violation of any of the provisions of this chapter constitutes a misdemeanor, and any violation thereof shall be punished by a fine of not more than five hundred dollars, or one year imprisonment, or by both such fine and imprisonment."

SECTION 9. Section 5.26.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Unlawful acts regarding depressants, stimulants or other substances.**

Except as authorized by the Uniform Controlled Substances Act, K.S.A. 65-4101, et seq., no person shall possess or have under such person's control any of the following controlled substances or controlled substance analogs thereof:

(a) Any depressant designated in subsection (e) of K.S.A. 65-4105, subsection (e) of K.S.A. 65-4107, subsection (b) or (c) of K.S.A. 65-4109 or subsection (b) of K.S.A. 65-4111, and amendments thereto;

(b) Any stimulant designated in subsection (f) of K.S.A. 65-4105, subsection (d)(2), (d)(4) or (f)(2) of K.S.A. 65-4107 or subsection (e) of K.S.A. 65-4109, and amendments thereto;

(c) Any substance designated in subsection (g) of K.S.A. 65-4105, and amendments thereto, and designated in subsection (c), (d), (e), (f) or (g) of K.S.A. 65-4111 and amendments thereto; or

(d) Any anabolic steroids as defined in subsection (f) of K.S.A. 65-4109 and amendments thereto~~;~~

(e) Any substance designated in K.S.A. 65-4113 and amendments thereto;

(f) Any substance designated in subsection (h) of K.S.A. 65-4105 and amendments thereto."

SECTION 10. Section 5.26.038 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Distribution of Controlled Substance.** It shall be unlawful for any person to distribute or possess with the intent to distribute any controlled substance or a controlled substance analog designated in K.S.A. 65-4113 and amendments thereto to a person who is over the age of eighteen (18)."

SECTION 11. Section 5.26.039 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Unlawful Possession of a Simulated Controlled Substance.** It shall be unlawful for any person to use or possess with the intent to use a simulated controlled substance."

SECTION 12. Section 5.28.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Inhalation unlawful—Exceptions. (A) Abusing toxic vapors is ~~knowingly~~ possessing, buying, using, smelling or inhaling the fumes of toxic vapors with the intent of causing a condition of euphoria, excitement, exhilaration, stupefaction, or dulled senses of the nervous system, or to sell, give, or offer to sell or give to any other person any of the elements, compounds or combination of both elements and compounds as defined in subsection (D), if such person has knowledge that the product will be used in violation of this section.

(B) This subsection shall not apply to the inhalation of anesthesia or other substances for medical or dental purposes.

(C) Abusing toxic vapors is a misdemeanor, and such sentence shall include a term of imprisonment of not more than six months and/or a one thousand dollar fine. In addition to any sentence or fine imposed, the court shall enter an order which requires that the person enroll in and successfully complete an alcohol and drug safety action education program or treatment program as provided in K.S.A. 8-1008, and amendments thereto, or both the education and treatment programs.

(D) For the purposes of this section, the term "toxic vapors" means the following substances or products containing such substances:

(1) Alcohols, including methyl, isopropyl, propyl or butyl;

(2) Aliphatic acetates, including ethyl, methyl, propyl or methyl cellosolve acetate;

(3) Acetone;

(4) Benzene;

(5) Carbon tetrachloride;

(6) Cyclohexane;

(7) Freons, including freon 11 and freon 12;

(8) Hexane;

(9) Methyl ethyl ketone;

(10) Methyl isobutyl ketone;

(11) Naphtha;

(12) Perchlorethylene;

(13) Toluene;

(14) Trichloroethane; or

(15) Xylene.

(E) In a prosecution for a violation of this section, evidence that a container lists one or more of the substances described in subsection (D) as one of its ingredients shall be prima facie evidence that the substance in such container contains toxic vapors and emits the fumes thereof."

SECTION 13. Section 5.30/020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Report required**~~.~~ (a) Unlawful failure to report a wound is, with no requirement of a culpable mental state, the failure by an attending physician or other person to report such person's treatment of any of the following wounds, to the office of the Chief of Police of the city or the office of the Sheriff of the county in which such treatment took place:

(1) Any bullet wound, gunshot wound, powder burn or other injury arising from or caused by the discharge of a firearm; or

(2) any wound which is likely to or may result in death and is apparently inflicted by a knife, ice pick or other sharp or pointed instrument.

(b) Unlawful failure to report a wound is a class C misdemeanor."

SECTION 14. Section 5.32.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**False Alarm.** (a) Any person who transmits in any manner to the Fire Department of any city or county a false alarm of fire, knowing at the time of such transmission that there is no reasonable ground for believing that such fire exists,; or

(b) Any person who makes a call in any manner for emergency service assistance including police fire, medical or other emergency service, at the time of such call that there is no reasonable ground for believing such assistance is needed, is guilty of a misdemeanor.

(c) Any person convicted of giving a false alarm shall be punished by a fine of not more than two thousand five hundred dollars ($2,500) or one year imprisonment, or both such fine and imprisonment."

SECTION 15. Section 5.36.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Permitting premises to be used for gambling.** Permitting premises to be used for gambling is knowingly:

(a) Granting the use or allowing the continued use of a place as a gambling place; or

(b) Permitting another to set up a gambling device for use in a place under the offender's control.

(c) Anyone violating any of the provisions of this section shall be guilty of a misdemeanor and shall be punished as set forth in Section 5.36.050, and any amendments thereto."

SECTION 16. Section 5.37.030 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Defacement or damage of property by graffiti.** Any person who writes, sprays, scratches or otherwise affixes graffiti upon any property, public or private, in which another has an interest and without the consent of such other person shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than two hundred fifty dollars ($250.00) or more than one thousand dollars ($1,000.00), or by imprisonment for not more than six (6) months, or by both such fine and imprisonment. In addition to such penalty the court may order the defendant to perform the necessary labor to clean up, repair, or replace the property damaged by that person, or to pay any costs incurred by the owner or the City of Wichita related to the cleanup, repair or replacement of property damaged by that person."

SECTION 17. Section 5.38.036 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Fraud and cheating in obtaining accommodations.** (a) Any person who shall obtain food, lodging or other accommodations with a value of two hundred dollars or less, at any inn, restaurant, hotel, boarding house, apartment house, dwelling unit or rooming house by means of any trick, deception or false representation, statement or pretense, with intent to defraud the owner or keeper

thereof, and shall fail or refuse to pay therefor, shall be deemed guilty of a misdemeanor.

(b) Any person convicted of violating Section 5.38.046 shall be punished by a fine not to exceed five hundred dollars ($500) or by imprisonment for not more than six (6) months, or by both such fine and imprisonment."

SECTION 18. Section 5.42.005 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Definitions.** As used in this chapter, the following terms shall have the following meanings:

(a) 'Deception' means knowingly creating or reinforcing a false impression, including false impressions as to law, value, intention or other state of mind. Deception as to a person's intention to perform a promise shall not be inferred from the fact alone that such person did not subsequently perform the promise. Falsity as to matters having no pecuniary significance, or puffing by statements unlikely to deceive reasonable persons, is not deception.

(b) 'Deprive permanently' means to:

(1) Take from the owner the possession, use or benefit of property, without an intent to restore the same;

(2) retain property without intent to restore the same or with intent to restore it to the owner only if the owner purchases or leases it back, or pays a reward or other compensation for its return; or

(3) sell, give, pledge or otherwise dispose of any interest in property or subject it to the claim of a person other than the owner.

(c) ‘Obtain’ means to bring about a transfer of interest in or possession of property, whether to the offender or to another.

(d) ‘Obtains or exerts control’ over property includes, but is not limited to, the taking, carrying away, sale, conveyance, transfer of title to, interest in, or possession of property.

(e) ‘Owner’ means a person who has any interest in property;

(f) ‘Property’ means anything of value, tangible or intangible, real or personal;

(g) ‘Services’ means labor, professional services, cable television service, public or municipal utility or transportation service, telephone service, entertainment and the supplying of equipment for use.

(h) ‘Stolen property’ means property over which control has been obtained by theft.

(i) ‘Threat’ means a communicated intent to inflict physical or other harm on any person or on property.”

SECTION 19. Section 5.42.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“**Petit theft.** Petit theft is any of the following acts done with intent to deprive the owner permanently of the possession, use or benefit of his property:

(a) Obtaining or exerting unauthorized control over property or services having a value of less than one thousand dollars;

(b) Obtaining by deception control over property or services having a value of less than one thousand dollars;

(c) Obtaining by threat control over property or services having a value of less than one thousand dollars;

(d) Obtaining control over property or services having a value of less than one thousand dollars knowing the property to have been stolen by another.

Any person convicted of petit theft shall be deemed guilty of a misdemeanor, and shall be punished by a fine not to exceed two thousand five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment. In addition, whenever any person is convicted of petit theft, the court shall order such person to be fingerprinted and photographed immediately following such conviction unless such person has already been photographed and fingerprinted when charged with the specific offense which is the subject of such conviction."

SECTION 20. Section 5.42.015 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Prima facie evidence of intent to permanently deprive owner or lessor of possession, use or benefit of property.** (a) In any prosecution under this title, the following shall be prima facie evidence of intent to permanently deprive the owner or lessor of property of the possession, use or benefit thereof:

(1) The giving of a false identification or fictitious name, address or place of employment at the time of obtaining control over the property;

(2) The failure of a person who leases or rents personal property to return the same within ten days after the date set forth in the

lease or rental agreement for the return of the property, if notice is given to the person renting or leasing the property to return the property within seven days after receipt of notice, in which case the subsequent return of the property within the seven-day period shall exempt such transaction from consideration as prima facie evidence as provided in this section;

(3) Destroying, breaking or opening a lock, chain, key switch, enclosure or other device used to secure the property in order to obtain control over the property;

(4) Destruction of or substantially damaging or altering the property so as to make the property unusable or unrecognizable in order to obtain control over the property.

(5) The failure of a person who leases or rents from a commercial renter a motor vehicle under a written agreement that provides for the return of the motor vehicle to a particular place at a particular time, if notice has been given to the person renting or leasing the motor vehicle to return such vehicle within three calendar days from the date of the receipt or refusal of the demand. In addition, if such vehicle has not been returned after demand, the lessor may notify the local law enforcement agency of the failure of the lessee to return such motor vehicle and the local law enforcement agency shall cause such motor vehicle to be put into any appropriate state and local computer system listing stolen motor vehicles;

(6) The failure of a person who is provided with a use of a vehicle by the owner of the vehicle to return it to the owner pursuant to a written instruction specifying:

(A) The time and place to return the vehicle; and

(B) That failure to comply may be prosecuted as theft, and such instructions are delivered to the person by the owner at the time the person is provided with possession of the vehicle. In addition, if such vehicle has not been returned pursuant to the specifications in such instructions, the owner may notify the local law enforcement agency of the failure of the person to return such motor vehicle and the local law enforcement agency shall cause such motor vehicle to be put into any appropriate state and local computer system listing stolen motor vehicles;

(7) Removing a theft detection device, without authority, from merchandise or disabling such device prior to purchase; or

(8) The failure to replace or reattach the nozzle and hose of the pump used for the dispensing of motor fuels or placing such nozzle and hose on the ground or pavement.

(b) In any prosecution for a misdemeanor in which the object of the alleged theft is a book or other material borrowed from a library, it shall be prima facie evidence of intent to permanently deprive the owner of the possession, use or benefit thereof if the defendant failed to return such book or material within 30

days after receiving notice from the library requesting its return, in which case the subsequent return of the book or material within the 30-day period shall exempt such transaction from consideration as prima facie evidence as provided in this section.

(c) In a prosecution for theft as defined in this chapter, and such theft is of services, the existence of any of the connections of meters, alterations or use of unauthorized or unmeasured electricity, natural gas, water, telephone service or cable television service, caused by tampering, shall be prima facie evidence of intent to commit theft of services by the person or persons using or receiving the direct benefits from the use of the electricity, natural gas, water, telephone service of cable television service passing through such connections or meters, or using the electricity, natural gas, water, telephone service or cable television service which has not been authorized or measured. Tampering includes, but is not limited to:

(1) Making a connection of any wire, conduit or device, to any service or transmission line owned by a public or municipal utility, or by a cable television service provider;

(2) Defacing, puncturing, removing, reversing or altering any meter or any connections, for the purpose of securing unauthorized or unmeasured electricity, natural gas, water, telephone service or cable television service;

(3) Preventing any such meters from properly measuring or registering;

(4) Knowingly taking, receiving, using or converging to such person's own use, or the use of another, any electricity, water or natural gas which has not been measured; or any telephone or cable television service which has not been authorized; or

(5) Causing, procuring, permitting, aiding or abetting any person to do any of the preceding acts.

(d) The word "notice" as used herein shall be construed to mean notice in writing and such notice in writing will be presumed to have been given three days following deposit of the notice as registered or certified matter in the United States mail, addressed to such person who has leased or rented the personal property at the address as it appears in the information supplied by such person at the time of such leasing or renting, or to such person's last known address."

SECTION 21. Section 5.42.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Giving a worthless check.** (a) Giving a worthless check is the making, drawing, issuing, or delivering or causing or directing the making, drawing, issuing or delivering of any check, order or draft on any bank, credit union, savings and loan association or depository for the payment of money or its equivalent with intent to defraud and knowing, at the time of the making, drawing, issuing or delivering of such check, order or draft, that the maker or drawer has no deposit in or credits with the drawee or has not sufficient funds in, or credits with, the drawee for the payment of such check, order or draft in full upon its presentation.

(b) Subsection (1) of this section shall apply if the check, draft or order is drawn for less than one thousand dollars.

(c) In any prosecution against the maker or drawer of a check, order or draft, payment of which has been refused by the drawee on account of insufficient funds, the making, drawing, issuing or delivering of such check shall be prima facie evidence of intent to defraud and of knowledge of insufficient funds in, or on deposit with the drawee; (1) unless the maker or drawer pays the holder thereof the amount due thereon and a service charge not exceeding thirty dollars for each check, within seven days after notice has been given to the maker or drawer that such check, draft or order has not been paid by the drawee; or (2) if a postdated date is placed on the check, order or draft without the knowledge or consent of the payee.

(d) As used in this section, the word 'notice' shall have the following meaning:

(1) 'Notice' includes oral or written notice to the person entitled thereto. Written notice shall be presumed to have been given when deposited as restricted matter in the United States Mail, addressed to the person to be given notice at such person's address as it appears on such check, draft or order. Check is any check, order or draft on a financial institution. Financial institution means any bank, credit union, savings and loan association or depository.

(e) It shall not be a defense to a prosecution under this section that the check, draft or order upon which such prosecution is based:

(1) Was postdated, unless such check, draft or order was presented for payment prior to the posted date; or

(2) Was given to a payee who had knowledge or had been informed when the payee accepted such check, draft or order, that the maker did not have sufficient funds in the hands of the drawee to pay such check, draft or order upon presentation, unless such check, draft or order was presented for payment prior to the date the maker informed the payee there would be sufficient funds.

(f) Penalty. Any person convicted of giving a worthless check is guilty of a misdemeanor and shall be punished by a fine not to exceed two thousand five hundred dollars or by imprisonment for not more than one year or by both such fine and imprisonment."

SECTION 22. Section 5.42.035 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Unlawful use of a financial card.** (a) Criminal use of a financial card is any of the following acts done with intent to defraud and for the purpose of obtaining money, goods, property~~,~~ or services.

(1) Using a financial card without the consent of the card holder; or

(2) Knowingly using a financial card, or the number or description thereof, which has been revoked or canceled; or

(3) Using a falsified, mutilated, altered or nonexistent financial card or a number or description thereof.

(b) For the purposes of this section:

(1) 'Financial Card' means an identification card, plate, instrument, device, or number issued by a business organization authorizing the card holder to purchase, lease, or otherwise obtain money, goods, property, services or communication services or to conduct other financial transactions.

(2) 'Card holder' means the person or entity to whom or for whose benefit a financial cared is issued.

(3) For the purposes of subsection (a)(2) hereof, a financial card shall be deemed canceled or revoked when notice in writing thereof has been received by the named holder thereof as shown on such financial card or by the records of the company.

(c) Penalty. Criminal use of a financial card is a misdemeanor if the money, goods, property or services obtained within a seven-day period are of the value of less than one thousand dollars. Any person convicted of criminal use of a financial card shall be punished by a fine not to exceed two thousand five hundred dollars, or by imprisonment for not more than one year, or by both such fine and imprisonment."

SECTION 23. Section 5.42.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Theft of lost or mislaid property.** Any person who fails to take reasonable measures to restore lost, mislaid or property delivered to them by a mistake, to the owner, when the person has obtained control of such property,

who knows or learns the identity of the owner thereof, and who intends to deprive the owner permanently of the possession, use or benefit of such property, shall be deemed guilty of a misdemeanor, and any person convicted thereof shall be punished by a fine not to exceed two thousand five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment."

SECTION 24. Section 5.42.065 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Receiving stolen property.** (a) A person commits the crime of receiving stolen property, with a value of less than one thousand dollars, if for the purposes of depriving the owner of a lawful interest therein, he or she receives, retains or disposes of property of another knowing that it has been stolen, or believing that it has been stolen.

(b) Evidence of the following is admissible in any criminal prosecution pursuant to this section to prove the requisite knowledge or belief of the alleged receiver:

(1) That he or she was found in possession or control of other property stolen on separate occasions form two or more persons;

(2) That he or she received other stolen property in another transaction within the year preceding the transaction charged;

(3) That he or she acquired the stolen property for a consideration which he or she knew was far below its reasonable value;

(4) That he or she obtained control over stolen property knowing the property to have been stolen or under such circumstances as would reasonably induce a person to believe the property was stolen."

SECTION 25. Section 5.44 040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Illegal dumping.** (a) It is unlawful to dump or cause to be dumped any wasted matter in or upon any public or private highway or road, including any portion of the right-of-way thereof, or in or upon any private property into or upon which the public is admitted by easement or license, or upon any private property without the consent of the owner, or in or upon any public park or other public property other than property designated or set aside for the purpose by the governing body having charge of that property.

(b) Any person violating this section is guilty of a misdemeanor. Each day that waste placed, deposited, or dumped in violation of this section remains is a separate violation.

(c) This section does not restrict a private owner in the use of his or her own private property, unless the placing, depositing, or dumping of the waste matter on the property creates a public health and safety hazard, a public nuisance, or a fire hazard, as determined by the health department.

(d) Whenever waste dumped in violation of this section is discovered to contain any article or articles, including but not limited to letters, bills, publications or other writings which display the name of a person thereon, addressed to such person or in any other manner indicating that the article belongs

or belonged to such person, it shall be a rebuttable presumption that such person has violated this chapter. Presumptions in this section may be overcome by proof that the person identified from the letter of other item caused the waste to be collected and transported for disposal at an approved site by a person licensed by the city to collect and dispose of solid waste.

(e) Any person convicted of a violation of this section shall be punished by a mandatory fine of not less than two hundred fifty dollars nor more than one thousand dollars upon a first conviction, or by imprisonment for not more than twelve months, or by both such fine and imprisonment. Upon a second or subsequent conviction by a mandatory fine of not less than one thousand dollars nor more than two thousand dollars or by imprisonment for not more than twelve months, or by both such fine and imprisonment. If upon the trial of any person found guilty of a misdemeanor hereunder, it shall appear to the court that the violation complained of is continuing, the court shall enter such order as it shall deem appropriate to cause the violation to be abated.

(f) The court may require, in addition to any fine imposed upon a conviction, that, as a condition of probation and in addition to any other condition of probation, a person convicted under this section remove, or pay the cost of removing, any waste matter which the convicted person dumped or caused to be dumped upon public or private property.

(g) Except when the court requires the convicted person to remove waste matter which he or she is responsible for dumping as a condition of probation, the court may, in addition to the fine imposed upon a conviction,

require as a condition of probation, in addition to any other conditions of probation, that any person convicted of a violation of this section pick up waste matter at a time and place within the jurisdiction of the court for not less than twelve hours.

(h) Any person who places, deposits, or dumps, or causes to be placed, deposited, or dumped, waste matter in violation of this section in bulk quantities, tires, furniture, or appliances shall be guilty of a misdemeanor, and upon a first conviction thereof shall be punished by a fine of not less than five hundred dollars or more than one thousand dollars, or by imprisonment for not more than twelve months, or by both such fine and imprisonment. Upon a second or subsequent conviction shall be punished by a fine of not less than one thousand dollars nor more than two thousand dollars, or by imprisonment for not more than twelve months, or by both such fine and imprisonment. If upon trial of any person found guilty of a misdemeanor hereunder, it shall appear to the court that the violation complained of is continuing, the court shall enter such order as it shall deem appropriate to cause the violation to be abated.

(i) Except in unusual cases where the interests of justice would be best served by waiving or reducing the fine, the minimum fines provided by this section shall not be waived or reduced. Except that the court may order that the defendant perform community service specified by the court in lieu of the mandatory fines imposed, but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial

condition as required by Section 1.04.210(e) and amendments thereto, and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed."

SECTION 26. Section 5.66.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Criminal damage to property.** (a) Criminal damage to property is by means other than by fire or explosive:

(1) Knowingly damaging, mutilating, defacing, destroying, or substantially impairing the use of any property, in which another has an interest without the consent of such other person; or

(2) Damaging, mutilating, defacing, destroying or substantially impairing the use of any property, with intent to injure or defraud an insurer or lienholder.

(b) Criminal damage to property is a misdemeanor if the property damaged is of a value of less than one thousand dollars, or is of the value of one thousand dollars or more and is damaged to the extent of less than one thousand dollars.

(c) Penalty. Any person who is convicted of criminal damage to property shall be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed two thousand five hundred dollars, or by imprisonment for not more than one year, or by both such fine and imprisonment."

SECTION 27. Section 5.66.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Criminal trespass.** Criminal trespass is entering or remaining upon or in any land, structure, vehicle, aircraft or watercraft by a person who knows he/she is not authorized or privileged to do so, and:

(a) Such person enters or remains therein in defiance of an order not to enter or to leave such premises on property personally communicated to such person by the owner thereof or other authorized person; or

(b) Such premises or property are posted in a manner reasonably likely to come to the attention of intruders, or are locked or fenced or otherwise enclosed, or shut or secured against passage or entries; or

(c) Such person enters or remains therein in defiance of a restraining order issued pursuant to K.S.A. 60-1607, 60-3105, 60-3106, 60-3107, and any amendments to said statutory sections, and the restraining order has been personally served upon the person so restrained.

(d) Entering or remaining upon or in any public or private land or structure in a manner that interferes with access to or from any health care facility by a person who knows such person is not authorized or privileged to do so and such person enters or remains thereon or therein in defiance of an order not to enter or to leave such land or structure personally communicated to such person by the owner.

(1) As used in this section:

(A) ‘Health care facility’" means any licensed medical care facility, certificated health maintenance organization, licensed mental health center, or mental health clinic, licensed psychiatric hospital or other facility or office where services of a health care provider are provided directly to patients.

(B) ‘Health care provider’ means any person: (1) Licensed to practice a branch of the healing arts; (2) licensed to practice psychology; (3) licensed to practice professional or practical nursing; (4) licensed to practice dentistry; (5) licensed to practice optometry; (6) licensed to practice pharmacy; (7) registered to practice podiatry; (8) licensed as a social worker; or (9) registered to practice physical therapy.

(e) Any person who commits a criminal trespass with the corporate limits of the city of Wichita shall be deemed guilty of a misdemeanor and upon conviction thereof shall be pushed by a fine of not more than one thousand dollars or imprisonment which shall not exceed six months, or by both such fine and imprisonment.

(f) Upon conviction of subsection (c) of this section, a person shall be sentenced to not less than forty-eight consecutive hours of imprisonment which must be served either before or as a condition of any grant of probation, suspension or reduction of sentence. Such imprisonment may be served in work release or house arrest.”

SECTION 28. Section 5.66.055 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Interference with the conduct of a lawful business. (a) Interference with the conduct of a lawful business is:

(1) Conduct at or in any building owned, operated or controlled by a private individual or corporation that knowingly causes an obstruction to or interference with the free and uninterrupted use of such property as a lawful business by any employee, patron, patient or other invitee on such premises, or which prevents the free and uninterrupted ingress, egress or regress therein, thereon or thereto;

(2) Knowingly refusing or failing to leave any such building owned, operated or controlled by a private individual or corporation upon being requested to do so by the owner thereof, any law enforcement officer or other authorized individual.

(b) Any person who violates any of the provisions of this chapter within the corporate limits of the city shall be deemed guilty of a misdemeanor and upon conviction hereof shall be punished by the following fines:

(1) Upon a first conviction, not more than two thousand five hundred dollars:

(2) Upon a second conviction, not less than two hundred fifty dollars nor more than two thousand five hundred dollars;

(3) Upon a third conviction, not less than five hundred dollars nor more than two thousand five hundred dollars;

(4) Upon a fourth conviction, not less than seven hundred fifty dollars nor more than two thousand five hundred dollars;

(5) Upon a fifth conviction, not less than one thousand dollars; nor more than two thousand five hundred dollars;

(6) Upon a sixth conviction, not less than one thousand two hundred fifty dollars nor more than two thousand five hundred dollars;

(7) Upon a seventh conviction, not less than one thousand five hundred dollars nor more than two thousand five hundred dollars;

(8) Upon a eighth conviction, not less than one thousand seven hundred fifty dollars nor more than two thousand five hundred dollars;

(9) Upon a ninth conviction, not less than two thousand dollars nor more than two thousand five hundred dollars;

(10) Upon a tenth conviction, not less than two thousand two hundred fifty dollars nor more than two thousand five hundred dollars;

(11) And upon an eleventh or subsequent conviction, not less than two thousand five hundred dollars.

In addition to the preceding fines such person may be punished by a term of imprisonment which shall not exceed six months, or by both such fines and imprisonment.

(c) The imposition of the fines established in subparagraphs (b)(2) through (11) herein shall be mandatory and the court shall not waive, remit, suspend, parole or otherwise excuse the payment thereof except that the court may order that the defendant perform community service specified by the court

but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial condition as required by Section 1.04.210(e) and amendments thereto, and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed herein.

(d) For the purposes of determining whether a conviction is a first or subsequent conviction in sentencing under this section, conviction includes being convicted of a violation of this section, and it is irrelevant whether an offense occurred before or after conviction for a previous offense."

SECTION 29. Section 5.68.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Patronizing a prostitute.** Any person who patronizes a prostitute is guilty of a misdemeanor. For purposes of this chapter, "patronizing a prostitute" shall mean:

(a) Knowingly entering or remaining in a house of prostitution with the intent to engage in sexual intercourse or any unlawful sexual acts with a prostitute; or

(b) Knowingly hiring a prostitute to engage in sexual intercourse or any unlawful sexual act;

(c) Every person convicted under this section (5.68.020), shall be punished by a fine of not more than five hundred dollars or six months imprisonment or both such fine and imprisonment."

SECTION 30. Section 5.68.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Promoting prostitution.** (a) Any person~~s~~ who knowingly commit any of the following acts when the prostitute is sixteen or more years of age, shall be deemed ~~g~~uilty of a misdemeanor.

(1) Establishing, owning, maintaining or managing a house of prostitution, or participating in the establishment, ownership, maintenance or management thereof;

(2) Permitting any place partially or wholly owned or controlled by the defendant to be used as a house of prostitution;

(3) Procuring a prostitute for a house of prostitution;

(4) Inducing another to become a prostitute;

(5) Soliciting a patron for a prostitute or for a house of prostitution;

(6) Procuring a prostitute for a patron;

(7) Procuring transportation for, paying for the transportation of or transporting a person within the state with the intention of assisting or promoting that person's engaging in prostitution; or

(8) Being employed to perform any act which is prohibited by this section.

(b) Every person convicted under this section (5.68.030) shall be punished by a fine of not more than five hundred dollars or six months imprisonment or both such fine and imprisonment."

SECTION 31. Section 5.68.110 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Soliciting for immoral purposes.** (a) It is unlawful to solicit any person upon the streets or in public places within the corporate limits of the city, to engage in an act of prostitution, sodomy or sodomy for hire.

(b) For the purposes of this section, the following terms shall have the meanings respectively ascribed to them:

(1) "Public place" is any place to which the general public has access and a right to resort for business, entertainment or other lawful purpose, but does not necessarily mean a place devoted solely to the uses of the public. Such term also includes the front or immediate area of any store, shop, restaurant, tavern or other place of business and all public grounds, areas and parks.

(2) "Prostitution" is sexual intercourse for hire.

(3) "Sodomy" is oral or anal copulation between persons who are not husband and wife or consenting adult members of the opposite sex, or between a person and an animal, or coitus with an animal.

(4) "Sodomy for hire" is an act of oral or anal copulation for hire.

(c) Any person violating the provisions of this section (5.68.110) shall be deemed guilty of a misdemeanor, and any person convicted thereof shall be punished by a fine of not more than five hundred dollars or six months imprisonment or by both such fine and imprisonment."

SECTION 32. Section 5.68.120 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Adultery.** Adultery is sexual intercourse or sodomy by a person with another who is not his spouse if (a) such person is married; or (b) such person is not married and knows that the other involved in such intercourse is married. Any person who shall be deemed guilty of adultery shall be guilty of a misdemeanor, and any person convicted thereof shall be punished by a fine not to exceed five hundred dollars and/or imprisonment of thirty days or both such fine and/or imprisonment."

SECTION 33. Section 5.68.140 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Lewd and lascivious behavior.** Lewd and lascivious behavior is:

(a) Publicly engaging in otherwise lawful sexual intercourse or sodomy with any person or animal with knowledge or reasonable anticipation that the participants are being viewed by others who are sixteen or more years of age; or

(b) Publicly exposing a sex organ or exposing a sex organ in the presence of a person who is sixteen or more years of age, is not the spouse of the offender and who has not consented thereto, with intent to arouse or gratify the sexual desires of the offender or another.

Any person committing lewd and lascivious behavior shall be deemed guilty of a misdemeanor, and any person convicted thereof shall be punished by a

fine of not more than five hundred dollars or six months; imprisonment, or both such fine and imprisonment."

SECTION 34. Section 5.68.150 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Promoting obscenity unlawful—Definitions—Evidence—Defense to prosecution—Exceptions—Penalty.**

(a) It is declared to be unlawful to promote obscenity or to promote obscenity to minors. Promoting obscenity is recklessly:

(1) Manufacturing, selling, giving, providing, lending, mailing, delivering, transmitting, publishing, distributing, circulating, disseminating, presenting, exhibiting or advertising any obscene material or obscene device; or

(2) Possessing any obscene material or obscene device with intent to sell, give, provide, lend, mail, deliver, transfer, transmit, publish, distribute, circulate, disseminate, present, exhibit or advertise such material or obscene device; or

(3) Offering or agreeing to manufacture, issue, sell, give, provide, lend, mail, deliver, transfer, transmit, publish, distribute, circulate, disseminate, present, exhibit or advertise any obscene material; or

(4) Producing, presenting or directing an obscene performance or participating in a portion thereof which is obscene or which contributes to its obscenity.

(b) Evidence that materials or devices were promoted to emphasize their prurient appeal or sexual provocative aspect shall be relevant in determining the question of the obscenity of such materials or devices. There shall be a presumption that a person promoting obscene materials or obscene devices did so recklessly if:

(1) The materials or devices were promoted to emphasize their prurient appeal; or

(2) The person is not a wholesaler and promotes the materials or devices in the course of the person's business.

(c) (1) Any material or performance is "obscene" if:

a. The average person applying contemporary community standards would find that the material or performance, taken as a whole, appeals to the prurient interest;

b. The average person applying contemporary community standards would find that the material or performance has patently offensive representations or descriptions of (A) ultimate sexual acts, normal or perverted, actual or simulated, including sexual intercourse or sodomy, or (B) masturbation, excretory functions, sadomasochistic abuse or lewd exhibition of the genitals; and

c. Taken as a whole, a reasonable person would find that the material, or performance, lacks serious literary, educational, artistic, political or scientific value.

(2) ‘Material’ means any tangible thing which is capable of being used or adopted to arouse interest, whether through the medium of reading, observation, sound or other manner.

(3) ‘Obscene device’ means a device, including a dildo or artificial vagina, designed or marketed as useful primarily for the stimulation of human genital organs, except such devices disseminated or promoted for the purpose of medical or psychological therapy.

(4) ‘Performance’ means any play, motion picture, dance or other exhibition performed before an audience.

(5) ‘Sexual intercourse’ and ‘sodomy’ have the meanings provided by K.S.A. 21-5501 and amendments thereto.

(6) ‘Wholesaler’ means a person who sells, distributes or offers for sale or distribution obscene materials only for resale and not to the consumer and who does not manufacture, publish or produce such materials or devices.

(d) It is a defense to a prosecution for obscenity that:

(1) The persons to whom the allegedly obscene material <u>or</u> obscene device was disseminated, or the audience to an allegedly obscene performance, consisted of persons or institutions having scientific, educational or governmental justification for possessing or viewing the same.

(2) The defendant is an officer, director, trustee or employee of a public library and the allegedly obscene material was acquired by such

library and was disseminated in accordance with regular library policies approved by its governing body; or

(3) The allegedly obscene material or obscene device was purchased, leased or otherwise acquired by a public, private or parochial school, college or university, and that such material was either sold, leased, distributed or disseminated by a teacher, instructor, professor or other faculty member or administrator of such school as part of or incident to an approved course or program of instruction at such school.

(e) The provisions of this section which prescribe a criminal penalty for exhibit of any obscene motion picture shown in a commercial showing to the general public shall not apply to a projectionist, or assistant projectionist, if such projectionist or assistant projectionist has no financial interest in the show or in its place of presentation other than regular employment as a projectionist or assistant projectionist and no personal knowledge of the contents of the motion picture. The provisions of this section shall not exempt any projectionist or assistant projectionist from criminal liability for any act unrelated to projection of motion pictures in commercial showings to the general public.

(f) Promoting obscenity is declared to be a misdemeanor punishable upon conviction by a fine of not more than two thousand five hundred dollars, or by imprisonment in the city jail for a period of not exceeding one year, or both such fine and imprisonment.

(g) Upon any conviction for promoting obscenity, the court may require, in addition to any fine or imprisonment imposed, that the defendant enter

into a reasonable recognizance with good and sufficient surety, in such sum as the court may direct, but not to exceed fifty thousand dollars, conditioned to the effect that in the event the defendant is convicted of a subsequent offense of promoting obscenity within two years after such conviction, he shall forfeit the recognizance."

SECTION 35. Section 5.68.155 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Promoting obscenity to minors—Defined—Defense to prosecution—Penalty.** (a) Promoting obscenity to minors is promoting obscenity where the recipient of the obscene material, device, or a member of the audience of an obscene performance is a child under the age of eighteen years. Any material, device or performance is 'obscene' if the average person applying contemporary community standards would find that such material or performance, taken as a whole, appeals to the prurient interest; that the material, device or performance has patently offensive representations or descriptions of ultimate sexual acts, normal or perverted, and that the material, device or performance, taken as a whole, lacks serious literary, educational, artistic, political or scientific value.

(b) Notwithstanding the provisions of K.S.A. 21-5204, to the contrary, it shall be an affirmative defense to any prosecution under this section that:

(1) The defendant had reasonable cause to believe that the minor involved was eighteen years old or over, and such minor exhibited to the defendant a draft card, driver's license, birth certificate or other

official or apparently official document purporting to establish that such minor was eighteen years old or more; or

(2) An exhibition in a state of nudity is for a bona fide scientific or medical purpose or for an educational or cultural purpose for a bona fide school, museum or library.

(c) Promoting obscenity to minors is a misdemeanor, punishable upon conviction by a fine of not more than two thousand five hundred dollars, or by imprisonment in the city jail for a period of not exceeding one year, or both such fine and imprisonment.

(d) Upon any conviction for promoting obscenity to minors, the court may require, in addition to any fine or imprisonment imposed, that the defendant enter into a reasonable recognizance with good and sufficient surety, in such sum as the court may direct, but not to exceed fifty thousand dollars, conditioned to the effect that in the event the defendant is convicted of a subsequent offense of promoting obscenity to minors within two years after such conviction, he shall forfeit the recognizance."

SECTION 36. Section 5.68.156 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Displaying material harmful to minors.** (a) Definitions.

(1) 'Blinder Rack' means a device in which material is displayed in a manner that the lower two-thirds (2/3) of the material is not exposed to view;

(2) ‘Harmful to minors’ means that quality of any description, exhibition, presentation or representation, in whatever form, of nudity, sexual conduct, sexual excitement or sadomasochistic abuse when the material or performance, taken as a whole or with respect to a prosecution for an act described by subsection (2)(a) of this section, that portion of the material that was actually exposed to the view of minors, has the following characteristics:

a. The average adult person applying contemporary community standards would find that the material, device or performance has a predominant tendency to appeal to a prurient interest in sex to minors; and

b. The average adult person applying contemporary community standards would find that the material, device or performance depicts or describes nudity, sexual conduct, sexual excitement or sadomasochistic abuse in a manner that is patently offensive to prevailing standards in the adult community with respect to what is suitable for minors; and

(c) A reasonable person would find that the material, device or performance lacks serious literary, scientific, educational, artistic or political value for minors.

(3) ‘Material’ means any book, magazine, newspaper, pamphlet, poster, print, picture, figure, image, description, motion picture film, record, or recording tape, video tape.

(4) ‘Minor’ means any unmarried person under the age of eighteen years.

(5) ‘Nudity’ means the showing of the human male or female genitals, pubic area, or buttocks with less than a full opaque covering; the showing of the female breast with less than a full opaque covering of any portion thereof below the top of the nipple; or the depiction of covered male genitals in a discernible state of sexual excitement;

(6) ‘Performance’ means any motion picture, film, video tape, played record, phonograph, or tape recording, preview, trailer, play, show, skit, dance or other exhibition performed or presented to or before an audience of one or more, with or without consideration.

(7) ‘Person’ means any individual, partnership, association, corporation, or other legal entity of any kind.

(8) A ’reasonable bona fide attempt’ means an attempt to ascertain the true age of the minor by requiring production of a driver's license, marriage license, birth certificate or other governmental or educational identification card or paper and not relying solely on the oral allegations or apparent age of the minor.

(9) ‘Sadomasochistic abuse’ means flagellation or torture by or upon a person clad in undergarments, mask or bizarre costume, or in the condition of being fettered, bound or otherwise physically restrained on the part of one so clothed.

(10) ‘Sexual conduct’ means acts of masturbation, homosexuality, sexual intercourse or physical contact with a person's clothed or unclothed genitals, pubic area, buttocks, or, a female’s, breast.

(11) ‘Sexual excitement’ means the condition of human male or female genitals when in a state of sexual stimulation or arousal.

(b) Offenses. No person having custody, control or supervision of any commercial establishment shall knowingly:

(1) Display any material which is harmful to minors in such a way that minors, as a part of the invited general public, will be exposed to view such material or device; provided, however, a person shall be deemed not to have "displayed" material harmful to minors if the material is kept behind devices commonly known as "blinder racks" so that the lower two-thirds of the material is not exposed to view;

(2) Sell, furnish, present, distribute, allow to view, or otherwise disseminate to a minor, with or without consideration, any material or device which is harmful to minors; or

(3) Present to a minor or participate in presenting to a minor, with or without consideration, any performance which is harmful to a minor.

(c) Defenses. It shall be an affirmative defense to any prosecution under this section that:

(1) The allegedly harmful material or device was purchased, leased or otherwise acquired by a public, private or parochial school,

college or university, and that such material was either sold, leased, distributed or disseminated by a teacher, instructor, professor or other faculty member or administrator of such school as part of or incidental to an approved course or program of instruction at such school.

(2) The defendant is an officer, director, trustee or employee of a public library and the allegedly harmful material or device was acquired by a public library and was disseminated in accordance with regular library policies approved by its governing body.

(3) An exhibition in a state of nudity is for a bona fide scientific or medical purpose, or for an educational or cultural purpose for a bona fide school, museum or library.

(4) With respect to a prosecution for an act described by subsection (b)(1) of this section, the allegedly harmful material was kept behind blinder racks.

(5) With respect to a prosecution for an act described by subsection (b)(1) or (b)(2) of this section, the defendant had reasonable cause to believe that the minor involved was eighteen years old or over, and such minor exhibited to the defendant a draft card, driver's license, birth certificate or other official or apparently official document purporting to establish that such minor was eighteen years old or more.

(6) With respect to a prosecution for an act described by subsection (b)(3) of this section, the allegedly harmful performance was

viewed by the minor in the presence of such minor's parent or parents or such minor's legal guardian.

(d) The provisions of Section 5.68.156 shall not apply to a retail sales clerk, if such clerk has no financial interest in the materials or performance or in the commercial establishment displaying or selling, furnishing, presenting such performance other than regular employment as a retail sales clerk. The provisions of this section shall not exempt any retail sales clerk from criminal liability for any act unrelated to regular employment as a retail sales clerk.

(e) If any provision or clause of this Section 5.68.156 or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the section act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared to be severable.

(f) Penalties. Any person who shall be convicted of violating any provision of this section is guilty of a misdemeanor and shall be fined a sum not exceeding one thousand dollars and may be confined in jail for a definite term which shall be fixed by the court and shall not exceed ~~one~~ six months. Each day that any violation of this section occurs or continues shall constitute a separate offense and shall be punishable as a separate violation. Every act, thing or transaction prohibited by this section shall constitute a separate offense as to each item, issue or title involved and shall be punishable as such. For the purpose of this section, multiple copies of the same identical title, monthly issue, volume and number issue or other such identical material shall constitute a single offense."

SECTION 37. Section 5.68.170 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Sodomy for hire.** (a) Any person who commits sodomy for hire is guilty of a misdemeanor.

(b) For purposes of this section, "sodomy for hire" is defined as performing, or offering or agreeing to perform an act of oral copulation or anal copulation for hire.

(c) Every person convicted under this section (5.68.170), shall be punished by a fine of not more than five hundred dollars or six months' imprisonment or both such fine and imprisonment."

SECTION 38. Section 5.68.180 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Patronizing a person offering sodomy for hire.** (a) Any person who patronizes a person offering sodomy for hire, as defined in Section 5.68.170, is guilty of a misdemeanor.

(b) For purposes of this section, "patronizing a person offering sodomy for hire" means knowingly hiring a person to engage in oral copulation or anal copulation.

(c) Every person convicted under this section (5.68.180), shall be punished by a fine of not more than five hundred dollars or six months' imprisonment or both such fine and imprisonment."

SECTION 39. Section 5.68.190 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Promoting sodomy for hire.** (a) Any person committing any of the following acts shall be deemed guilty of a misdemeanor:

(1) Establishing, owning, maintaining or managing a place where sodomy for hire is committed or participating in the establishment, ownership, maintenance or management thereof;

(2) Permitting any place partially or wholly owned or controlled by the defendant to be used as a place where sodomy for hire is committed;

(3) Procuring or inducing another to engage in sodomy for hire;

(4) Soliciting a patron for a person offering sodomy for hire;

(5) Procuring transportation for, paying for the transportation of or transporting a person within the city with the intention of assisting or promoting that person's engaging in sodomy for hire;

(6) Being employed to perform any act which is prohibited by this section.

(b) For purposes of this section, "sodomy for hire" is defined as performing, or offering or agreeing to perform, an act of oral copulation or anal copulation for hire.

(c) Every person convicted under this section (5.68.190), shall be punished by a fine of not more than five hundred dollars or six months' imprisonment or both such fine and imprisonment."

SECTION 40. Section 5.68.200 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Sodomy.** (a) Any person who commits sodomy (1) with another person who is sixteen or more years of age and members of the same sex, or (2) with an animal, is guilty of a misdemeanor.

(b) Every person convicted under this section shall be punished by a fine of not more than five hundred dollars, or by confinement for a period of six months, or by both such fine and imprisonment."

SECTION 41. Section 5.68.220 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Sexual battery.** (a) Sexual battery is the touching of a victim who is sixteen or more years of age, who is not the spouse of the offender and who does not consent thereto, with the intent to arouse or satisfy the sexual desires of the offender or another.

(b) Any person who violates the provisions of this section shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than two thousand five hundred dollars or twelve months imprisonment or by both such fine and imprisonment."

SECTION 42. Section 5.68.215 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Anti-prostitution emphasis area—Enhanced penalties.**

(a) The following described area of the city is designated to be an anti-prostitution emphasis area:

(1) An area bounded to the north at Twenty-First Street, on the east by Washington, on the south by Second Street, and on the west by Main Street, which becomes Park Place, which encompasses all areas within those parameters, including the property on both sides of each of the boundary streets.

(2) An area bounded to the north at Waterman, on the east by Washington, on the south by Forty-Seventh Street South, and to the west by Wichita, which encompasses all areas within those parameters, including the property on both sides of each of the boundary streets.

(3) An area bounded to the north by Thirteenth Street, on the east by Hillside, on the south by Second Street, and on the west by Cleveland, which encompasses all areas within those parameters, and including the property on both sides of each of the boundary streets.

(b) Any person who commits an unlawful act of prostitution, or a prostitution-related act within the area set forth in subsection (a) is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than two thousand five hundred dollars or one year's imprisonment, or by both such fine and imprisonment. Upon a ~~first~~ conviction of a violation of this section, the

court shall impose a fine of not more than one thousand dollars, one year imprisonment or both such fine and/or imprisonment.

(c) For the purposes of this section, an unlawful act of prostitution or a prostitution-related act shall include the following sections of this code, and any amendments thereto: 5.68.010 (prostitution), 5.68.020 (patronizing a prostitute), 5.68.030 (promoting prostitution), 5.68.110 (soliciting for immoral purposes), 5.68.170 (sodomy for hire), 5.68.180 (patronizing a person offering sodomy for hire), 5.68.190 (promoting sodomy for hire), 5.68.200 (sodomy), or 5.68.210 (loitering for the purpose of solicitation).

(d) If any subsection, clause or provision of this section is for any reason held illegal, invalid or unconstitutional, such action shall not affect the remaining provisions of this section which shall remain valid to the extent possible."

SECTION 43. Section 5.72.010 or the Code of the City of Wichita, Kansas is hereby amended to read as follows:

" **Interference with Law Enforcement.** (a) Interference with law enforcement is falsely reporting to a law enforcement officer or state investigative agency that a crime has been committed, knowing that such information is false and intending that the officer or agency acts in reliance or upon such information; or

(b) Knowingly obstructing, resisting or opposing any person authorized by law to serve process in the service or execution or in the attempt to

serve or execute any writ, warrant, process or order of a court, or in the discharge of any official duty.

(c) Violation—Penalty. Any person violating any provision of this section of the code is guilty of a misdemeanor and shall be punished by a fine of not more than two thousand five hundred dollars and/or an imprisonment of not more than one year and/or both such fine and imprisonment."

SECTION 44. Section 5.73.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Rioting.** (a) Riot is:

(1) five or more persons acting together without lawful authority engaging in any use of force or violence which produces a breach of the public peace, or

(2) any threat to use such force or violence against any person or property if accompanied by power or apparent power of immediate execution.

(b) Any person who violates the provisions of this section within the corporate limits of the city is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed two thousand five hundred dollars or by imprisonment for not more than one year or by both such fine and imprisonment."

SECTION 45. Section 5.75.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Interference with conduct of public business—Defined.** Interference with the conduct of public business in public buildings is:

(a) Conduct at or in any public building owned, operated or controlled by the city or any of its political subdivisions so as to knowingly deny to any public official, public employee, or any invitee on such premises, the lawful rights of such official, employee, or invitee to enter, to use the facilities, or to leave, any such public building; or

(b) Knowingly impeding any public official or employee in the lawful performance of duties or activities through the use of restraint, abduction, coercion, or intimidation or by force and violence or threat thereof; or

(c) Knowingly refusing or failing to leave any such public building upon being requested to do so by the chief administrative officer, or his designee, charged with maintaining order in such public building, if such person is committing, threatens to commit, or incites others to commit, any act which did or would if completed, disrupt, impair, interfere with, or obstruct the lawful missions, processes, procedures or functions being carried on in such public building; or

(d) Knowingly impeding, disrupting or hindering the normal proceedings of any meeting or session conducted by any judicial or legislative body or official at any public building by any act of intrusion into the chamber or other areas designated for the use of the body, or official conducting such meeting or session,

or by any act designed to intimidate, coerce or hinder any member of such body, or any official engaged in the performance of duties at such meeting or session; or

(e) Knowingly impeding, disrupting or hindering, by any act of intrusion into the chamber or other areas designed for the use of any executive body or official, the normal proceedings of such body or official."

SECTION 46. Section 5.75.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Interference with conduct of public business—Misdemeanor.** Interference with the conduct of public business in public buildings is a misdemeanor.

Upon conviction such person shall be punished by a fine not to exceed two thousand five hundred dollars ($2,500.00) or one year imprisonment or both such fine and imprisonment."

SECTION 47. Section 5.82.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Telephone service—Interfering with.** (a) It is unlawful for any person to use any telephone instrument, telephone equipment, telephone facilities or telefacsimile communication device for any of the following purposes:

(1) Knowingly make or transmit any comment, request, suggestion or proposal which is obscene, lewd, lascivious, filthy or indecent; or

(2) Making a telephone call, whether or not conversation ensues, with intent to abuse, threaten or harass any person at the called number; or

(3) Making or causing the telephone of another repeatedly to ring or repeatedly transmit a telefacsimile communication with intent to harass any person at the called number; or

(4) Knowingly play any recording on a telephone, except recordings such as weather information or sports information when the number thereof is dialed unless the person or group playing the recording shall identify itself or himself or herself and state that it is a recording; or

(5) Knowingly permit any telephone or telefacsimile communication under one's control to be used in violation of this section.

(b) As used in this section 'telefacsimile communication' means the use of electronic equipment to send or transmit a copy of a document via telephone line.

(c) Any person who shall commit an act prohibited by this section shall be punished by a fine of not more than two thousand five hundred dollars or by one year imprisonment, or by both such fine and imprisonment."

SECTION 48. Section 5.85.010 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Unlawful Interference with a Firefighter.** Unlawful Interference with a firefighter is knowingly:

(a) Interfering with any firefighter while engaged in the performance of such firefighter's duties;

(b) Obstructing, interfering with or impeding the efforts of any firefighter to reach the location of a fire or other emergency; or

(c) Unlawful interference with a firefighter is a misdemeanor. Any person convicted of violating this section shall be sentenced to a term of imprisonment of not more than six months and/or a fine not to exceed one thousand dollars."

SECTION 49. Section 5.85.020 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Interference with Emergency Medical Services Personnel.**

(a) Unlawful interference with an emergency medical services attendant is knowingly:

(1) Interfering with any attendant while engaged in the performance of such attendant's duties; or

(2) Obstructing, interfering with or impeding the efforts of any attendant to reach the location of an emergency.

(b) Unlawful interference with an emergency medical services attendant is a misdemeanor. Any person convicted of violating this section shall be sentenced to a term of imprisonment of not more than six months and/or a fine not to exceed one thousand dollars."

SECTION 50. Section 5.88.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Unlawful discharge of a firearm, air rifles, pellet guns and BB guns.**

(a) It is unlawful for any person to discharge or fire any gun, pistol, air rifle, pellet gun, BB gun or any other firearm within the corporate limits of the city except at any properly licensed shooting gallery or upon a pistol range or at a gun club, either of which shall be approved by the chief of police.

(b) This section shall not apply to law enforcement officers while actually engaged in the performance of such officer's duty.

(c) This section shall not apply to health officers while actually engaged in the performance of such officer's duty.

(d) This section shall not apply to historical re-enactors and actors when engaged in performances and demonstrations when the powder charge does not exceed thirty grains for pistols, sixty-five grains for long guns and one-quarter pound for cannon, and the gun contains no projectile other than the minimum amount of wadding necessary to hold the powder charge in place. Provided, however, this subsection shall only apply to those performances and demonstrations which have been approved in advance in writing by the city manager or the city manager's designee.

(e) Any person who violates any of the provisions of this section is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment.

(f) In addition to the penalty for the violation of this section, it shall be the duty of the municipal court judge to order any weapon seized in connection with such violation to be forfeited to the city and the same shall be disposed of by the chief of police pursuant to Section 5.88.010(11)."

SECTION 51. Section 5.88.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Air rifles, pellet guns and BB guns—Carrying within the city.**

(a) It is unlawful for any person to carry an air rifle, pellet gun or BB gun on the streets, alleys or public places within the corporate limits of the city unless the air rifle, pellet gun or BB gun is dismantled or in a scabbard.

(b) Any person who violates any of the provisions of this section is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment.

(4) In addition to the penalty for the violation of this section, the municipal court judge may, in his or her discretion, order such air rifle, pellet gun or BB gun forfeited to the city and disposed of pursuant to Section 5.88.010(11)."

SECTION 52. The originals of Sections 5.01.020, 5.10.010, 5.10.020, 5.10.025, 5.10.035, 5.15.010, 5.24.010, 5.24.040, 5.26.020, 5.28.010, 5.30.020, 5.32.010, 5.36.030, 5.38.036, 5.42.010, 5.42.015, 5.42.020, 5.42.035, 5.42.060, 5.44.040, 5.66.010, 5.66.050, 5.68.020, 5.68.030, 5.68.110, 5.68.120, 5.68.140, 5.68.150, 5.68.155, 5.68.156, 5.68.170, 5.68.180, 5.68.190, 5.68.200, 5.68.215, 5.68.220, 5.72.010, 5.73.050, 5.75.010, 5.75.020, 5.82.010, 5.88.020 and 5.88.030 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 53. 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 10th day of April, 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 _____

DELINEATED 01/4/2012

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 6.04.035 AND 6.04.040, CREATING SECTION 6.04.058 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ANIMAL CONTROL AND PROTECTION AND REPEALING THE ORIGINALS OF SECTIONS 6.04.035 AND 6.04.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

SECTION1. Section 6.04.035 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Cruelty to animals.** (a) It is unlawful for any person to commit the crime of cruelty to animals. Cruelty to animals is:

~~1. Intentionally causing any physical injury, other than the following acts, described in K.S.A. 21-4310(a)(10) and amendments thereto: by intentionally and maliciously killing, injuring, maiming, torturing, burning or mutilating any animal;~~

~~2.~~ (1) ~~Recklessly~~ Knowingly or recklessly, but not maliciously killing or causing physical injury to any animal;

~~3.~~ (2) ~~Intentionally~~ Knowingly abandoning or leaving any animal in any place without making provisions for its proper care;

~~4.~~ (3) Having physical custody of any animal and ~~intentionally~~ knowingly failing to provide adequate care, such as food, potable water, protection from the elements, opportunity for exercise and other care as is needed for the health or well-being of such kind of animal, or to carry any animal in or upon any vehicle in a cruel or inhumane manner. Any animal kept outside shall be provided with a structurally sound, weatherproof enclosure, large enough to accommodate the animal;

~~5. For any person, by any means, to make accessible to any animal, with the intent to cause harm, any substance which has in any manner been treated or prepared with a harmful or poisonous substance, except that this section shall not prohibit the use of poisonous substances for the control of vermin of significance to the public health.~~

~~6.~~ (4) Every operator of a motor vehicle or other self-propelled vehicle upon the streets and ways of the city, except emergency vehicles, shall immediately, upon injuring, striking, maiming or running down any animal, notify the Police Department (911) of the location, and the Police Department will notify such agency as may be providing injury services;

~~7.~~ (5) For any person to have, keep or harbor any animal which is infected with any dangerous or incurable and/or painfully crippling condition except as hereinafter provided. A municipal court judge may order a person convicted under this section to turn the animal involved over to the animal shelter. All such animals taken by animal control may be destroyed humanely as soon

thereafter as is conveniently possible. This section shall not be construed to include veterinary hospitals or animals under active veterinary care;

~~8.~~ (6) Intentionally using a wire, pole, stick, rope or any other object to cause any equine, bovine or swine to lose its balance or fall, for the purpose of sport or entertainment.

~~9.~~ (7) It is unlawful for any person to leave an animal in a standing or parked vehicle under conditions constituting an imminent threat to the safety of the animal. The Animal Control Officer may remove and impound an animal left under what reasonably appears to be such conditions. Removal and impoundment of an animal shall not limit the Animal Control Officer's ability to pursue charges or animal cruelty in Municipal Court.

~~10.~~ (8) It is unlawful for any person to subject any animal to inhumane treatment, as defined by Section 6.04.010 of this Code.

(b) The provisions of this section shall not apply to:

~~1.~~ (1) Normal or accepted veterinary practices;

~~2.~~ (2) Bona fide experiments carried on by commonly recognized research facilities;

~~3.~~ (3) Rodeo practices as described in the Professional Rodeo Cowboys Association Rules Governing the Care and Treatment of Livestock in PRCA Sanctioned Rodeos;

~~4.~~ (4) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by a licensed veterinarian at the request of

the owner thereof, or by any officer or agent of an incorporated humane society, the operator of an animal shelter or pound, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound.

~~5.~~ (5) With respect to livestock, normal or accepted practices of animal husbandry, including the normal and accepted practices for the slaughter of such animals for food or by-products and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;

~~6.~~ (6) The killing or injury of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, livestock or property;

~~7.~~ (7) An Animal Control Officer trained in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;

~~8.~~ (8) Laying an equine down for medical or identification purposes;

~~9.~~ (9) Normal or accepted practices of pest control, as defined in K.S.A. 2-2438a and amendments thereto; or

~~10.~~ (10) Accepted practices of animal husbandry pursuant to regulations promulgated by the United States Department of Agriculture

for domestic pet animals under the Animal Welfare Act, and amendments thereto.

(c) As used in this section,

~~1.~~ (1) *equine* means a horse, pony, mule, jenny, donkey, or hinny.

~~2.~~ (2) *bovine* means a cow, calf, bull or steer.

~~3.~~ (3) *swine* means a pig, shoat, piglet, boar, barrow, gilt or sow.

(d) Cruelty to animals as described in this section is a misdemeanor punishable by a fine or not more than $2,500.00 and/or imprisonment of not more than 12 months, or any combination of such fine and imprisonment."

SECTION 2. Section 6.04.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Control and protection of animals in general.** (a) Any owner, keeper or harborer of any animal, other than cats, found running at large within the corporate limits of the city shall be deemed guilty of a misdemeanor. Knowledge or intention on the part of the owner, keeper or harborer shall not be elements of this offense. An Animal Control Officer may seize, impound and cause to be destroyed any such animal, including those animals not within the definitions of the Kansas Pet Animal Act, using the procedures set out at K.S.A. 47-1710. The Supervisor of Animal Control may return the animal to its rightful owner, keeper or harborer upon request and may require the payment of a service charge and a boarding fee for days spent in confinement at the shelter prior to return of the animal. If any animal impounded for any reason is determined by the Animal Control Officer to require confinement separate from other like animals in

order to protect the health and well being of that animal, staff, the public, or other animals being housed at the animal holding facility due to any aggressive behavior and/or any disease or medical conditions, the boarding fee for such animal shall be twice the normal boarding fee established by the animal shelter. Any person who is convicted of the charge of animal running at large shall be punished as set forth below:

~~1.~~ (1) Upon a first conviction, a fine of not less than $50.00 nor more than $1,000.00 shall be assessed.

~~2.~~ (2) Upon a second conviction a fine of not less than $100.00 nor more than $1,000.00 shall be assessed.

~~3.~~ (3) Upon a third or subsequent conviction, a fine of not less than $200.00 nor more than $1,000.00 shall be assessed and the owner must appear in Municipal Court.

(b) In addition to the penalties set forth in paragraph (a), the owner, keeper or harborer of any unaltered dog that has been impounded for running at-large shall be required to:

~~1.~~ (1) Have an identification microchip implanted in the dog traceable to the current owner, and registered with the City of Wichita, and

~~2.~~ (2) Have the dog surgically sterilized by a licensed veterinarian within thirty days of redemption of said dog, at his or her own expense. It shall be a violation of this ordinance to fail to have the dog surgically sterilized, or provide proof from a licensed veterinarian that said dog has previously been surgically sterilized, or has been surgically sterilized and

micro-chipped within thirty days after redemption of said dog as indicated in this ordinance, or

~~3.~~ (3) The owner, keeper or harborer may maintain the aforementioned dog intact by paying an additional unaltered animal fee, the amount of which shall be established by the Chief of Police or designee, to redeem such dog from the Animal Shelter. Such dog may be maintained intact provided that the dog is not found to be running at large on any subsequent occurrence within the dog's lifetime.

~~4.~~ (4) For any dog required to be surgically sterilized, the Supervisor of Animal Control shall collect payment for and issue a spay/neuter voucher at the time of the animal's redemption, and the owner, keeper or harborer shall provide documentation of the sterilization upon completion. Such voucher shall remain valid for thirty (30) days. Any owner, keeper or harborer failing to provide documentation of the sterilization procedure within thirty days of impoundment shall be deemed guilty of a misdemeanor. If the dog's owner had a valid dog license, such owner shall not receive a refund of the licensing fees paid for the altering or micro chipping of the dog. Upon the renewal of the license, the amount will be changed to reflect the altering and micro chipping of the dog.

(c) Upon the second occurrence of any intact dog impounded by Animal Control for running at large, the owner, keeper or harborer of such dog shall be required to have the animal surgically sterilized by a licensed veterinarian within thirty days of redemption of said dog at his or her own expense. For any

animal required to be surgically sterilized, the Supervisor of Animal Control Officer shall collect payment for and issue a spay/neuter voucher at the time of the animal's redemption, and the owner, keeper or harborer shall provide documentation of the sterilization upon completion. Any owner, keeper or harborer failing to provide documentation of the sterilization procedure within thirty days of impoundment shall be deemed guilty of a misdemeanor.

(d) Animals which are kept on the premises of any pet store shall not be allowed, by the storeowner or any employee, to run at large inside the store or on the external premises of the pet store during business hours, and no person shall allow any animal under their care or control to run at large on the premises of any store during business hours. This provision shall not apply to animals participating in supervised training classes within an enclosed area of the store.

(e) It is unlawful for any person to:

~~1.~~ (1) Kill any squirrel or songbird within the corporate limits of the city; provided, that it shall be permissible for Animal Control Officers to kill squirrels, skunks, birds, or other animals that have become so numerous as to cause destruction or nuisance to property or in the event of disease occurring among such squirrels, skunks, birds, or other animals that may be considered contagious to human beings;

~~2.~~ (2) Interfere with or molest an animal used by the police or fire department of the city or other governmental agency or department in the performance of its lawful functions and duties or interfere with the handler

of such animal in such a way that the handler is deprived of or inhibited in his control of such animal;

~~3.~~ (3) Own, maintain, or have in his or her possession with the intent to use in the unlawful conduct of animal fighting, animal fighting paraphernalia;

~~4.~~ (4) Own, keep or harbor on one's premises any animal, by a person convicted of animal fighting, pursuant to K.S.A. 21-~~4315~~ 6414 or convicted of cruelty to animals as defined by Section 6.04.035 of the Code of the City of Wichita or K.S.A. 21-~~4310~~ 6412 and amendments thereto.

~~5.~~ (5) Own, keep or harbor any animal, which, by loud, frequent, excessive or habitual barking, howling, yelping or other noise or action, unreasonably interferes with the use or enjoyment of property of any person of reasonable sensibilities residing in or occupying the area. To effect legal relief, persons so affected directly may sign a complaint at the Animal Shelter or contact the Wichita Police Department to file a report regarding such nuisance.

~~6.~~ (6) Allow any unspayed female dog in season to be in an area where there is access by an unconfined male dog;

~~7.~~ (7) Allow an unconfined male dog in an area where there is access to any unspayed female dog in season;

~~8.~~ (8) Own, keep or harbor a dog over five months of age within the corporate limits of the city without such dog having a current vaccination against rabies performed by a veterinarian, and the owner

thereof securing an annual license for such dog issued by the City Treasurer. The Chief of Police or designee shall have the authority to establish appropriate licensing fees for such animals.

~~9.~~ (9) Own, keep or harbor a cat over five months of age within the corporate limits of the city without such cat having a current vaccination against rabies performed by a veterinarian licensed by the State of Kansas.

~~10.~~ (10) Sell or offer for sale, barter or give away any living baby chicks, rabbits, ducklings, or other fowl except pigeons, under two months of age or to sell, offer for sale, barter, give away or display animals or fowl as specified in this subsection which have been dyed, colored or otherwise treated so as to impart to them an artificial or unnatural color; provided, however, that this section shall not be construed to prohibit the sale of animals or fowl, as specified in this subsection, in proper brooder facilities by hatchers or persons engaged in the raising and selling of such animals and fowls for recognized animal husbandry or commercial purposes;

~~11.~~ (11) Own, keep, or harbor, sell or offer for sale, barter or give away any animal whose possession is prohibited by federal or state law; or any exotic animal as defined in by this title. This section shall not apply to: tropical or other fishes; birds, except those prohibited by federal or state law; animals such as gerbils, rats, mice, hamsters, guinea pigs, and ferrets; small mammals raised for harvesting of fur salable into an existing

market, such as chinchillas, nutria and mink; nonpoisonous amphibians and reptiles, not including pythons, anacondas, boa constrictors, monitor lizards, iguanas, alligators, caiman, crocodiles and turtles. This section shall not apply to exhibitions authorized by and conducted in accordance with Chapter 6.08.

~~12.~~ (12) Continuously picket a dog for more than one continuous hour, except that picketing of the same dog may resume after a hiatus of three continuous hours. A dog may not be picketed for a total time period exceeding three hours, in any twenty-four-hour period.

For the purpose of picketing a dog, a chain, leash, rope, or tether shall be at least 10 feet in length.

~~(i)~~ a. A chain, leash, rope, collaring device, tether, or any assembly or attachments thereto used to picket a dog shall not weigh more than one-eighth (1/8) of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area picketed.

~~(ii)~~ b. Dogs shall be picketed in such a manner as to prevent injury, strangulation, or entanglement on fences, trees, or other man made or natural obstacles;

~~(iii)~~ c. It is unlawful to attach chains or other tether restraint implements directly to a dog without the proper use of a collar, harness, or other device designed for that purpose and made from a material that prevents injury to the animal.

~~13.~~ (13) Permit or allow any animal to be a public nuisance.

~~14.~~ (14) Own, keep or harbor more animals than is permitted by the requirements of this title.

(15) Entering or remaining on premises where the unlawful conduct of animal fighting is occurring whether the person knows or has reason to know that animal fighting is occurring on the premises.

(f) Animal Control Officers and Law Enforcement Officers may issue the owner or owners of animals creating a public nuisance, as defined in this title, a citation to appear in municipal court to answer the offense charged. To effect legal relief, persons affected directly may sign a complaint at the Animal Shelter or contact the Wichita Police Department to file a report regarding such nuisance."

SECTION 3. Section 6.04.058 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Permitting a dangerous animal to be at large.** (a) Permitting a dangerous animal to be at large is the act or omission of the owner or custodian of an animal of dangerous or vicious propensities who, knowing of such propensities, permits such animal to go at large or keeps such animal without taking ordinary care to restrain it.

(b) Permitting a dangerous animal to be at large is a misdemeanor. Any person convicted of violating this section shall be sentenced to a term of imprisonment of not more than six months and/or a fine not to exceed one thousand dollars."

SECTION 4. The originals of Sections 6.04.035 and 6.04.040 and of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 5. 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 April 13, 2012

02/27/2012

ORDINANCE NO. 49-257

AN ORDINANCE AMENDING SECTIONS 6.04.035 AND 6.04.040, CREATING SECTION 6.04.058 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ANIMAL CONTROL AND PROTECTION AND REPEALING THE ORIGINALS OF SECTIONS 6.04.035 AND 6.04.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

SECTION1. Section 6.04.035 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Cruelty to animals.** (a) It is unlawful for any person to commit the crime of cruelty to animals. Cruelty to animals is:

(1) Knowingly or recklessly, but not maliciously killing or causing physical injury to any animal;

(2) Knowingly abandoning or leaving any animal in any place without making provisions for its proper care;

(3) Having physical custody of any animal and knowingly failing to provide adequate care, such as food, potable water, protection from the elements, opportunity for exercise and other care as is needed for the health or well-being of such kind of animal, or to carry any animal in or upon any vehicle in a cruel or inhumane manner. Any animal kept

outside shall be provided with a structurally sound, weatherproof enclosure, large enough to accommodate the animal;

(4) Every operator of a motor vehicle or other self-propelled vehicle upon the streets and ways of the city, except emergency vehicles, shall immediately, upon injuring, striking, maiming or running down any animal, notify the Police Department (911) of the location, and the Police Department will notify such agency as may be providing injury services;

(5) For any person to have, keep or harbor any animal which is infected with any dangerous or incurable and/or painfully crippling condition except as hereinafter provided. A municipal court judge may order a person convicted under this section to turn the animal involved over to the animal shelter. All such animals taken by animal control may be destroyed humanely as soon thereafter as is conveniently possible. This section shall not be construed to include veterinary hospitals or animals under active veterinary care;

(6) Intentionally using a wire, pole, stick, rope or any other object to cause any equine, bovine or swine to lose its balance or fall, for the purpose of sport or entertainment.

(7) It is unlawful for any person to leave an animal in a standing or parked vehicle under conditions constituting an imminent threat to the safety of the animal. The Animal Control Officer may remove and impound an animal left under what reasonably appears to be such conditions. Removal and impoundment of an animal shall not limit the

Animal Control Officer's ability to pursue charges or animal cruelty in Municipal Court.

(8) It is unlawful for any person to subject any animal to inhumane treatment, as defined by Section 6.04.010 of this Code.

(b) The provisions of this section shall not apply to:

(1) Normal or accepted veterinary practices;

(2) Bona fide experiments carried on by commonly recognized research facilities;

(3) Rodeo practices as described in the Professional Rodeo Cowboys Association Rules Governing the Care and Treatment of Livestock in PRCA Sanctioned Rodeos;

(4) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an incorporated humane society, the operator of an animal shelter or pound, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound.

(5) With respect to livestock, normal or accepted practices of animal husbandry, including the normal and accepted practices for the slaughter of such animals for food or by-products and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;

(6) The killing or injury of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, livestock or property;

(7) An Animal Control Officer trained in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;

(8) Laying an equine down for medical or identification purposes;

(9) Normal or accepted practices of pest control, as defined in K.S.A. 2-2438a and amendments thereto; or

(10) Accepted practices of animal husbandry pursuant to regulations promulgated by the United States Department of Agriculture for domestic pet animals under the Animal Welfare Act, and amendments thereto.

(c) As used in this section,

(1) *equine* means a horse, pony, mule, jenny, donkey, or hinny.

(2) *bovine* means a cow, calf, bull or steer.

(3) *swine* means a pig, shoat, piglet, boar, barrow, gilt or sow.

(d) Cruelty to animals as described in this section is a misdemeanor punishable by a fine or not more than $2,500.00 and/or imprisonment of not more than 12 months, or any combination of such fine and imprisonment."

SECTION 2. Section 6.04.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Control and protection of animals in general.** (a) Any owner, keeper or harborer of any animal, other than cats, found running at large within the corporate limits of the city shall be deemed guilty of a misdemeanor. Knowledge or intention on the part of the owner, keeper or harborer shall not be elements of this offense. An Animal Control Officer may seize, impound and cause to be destroyed any such animal, including those animals not within the definitions of the Kansas Pet Animal Act, using the procedures set out at K.S.A. 47-1710. The Supervisor of Animal Control may return the animal to its rightful owner, keeper or harborer upon request and may require the payment of a service charge and a boarding fee for days spent in confinement at the shelter prior to return of the animal. If any animal impounded for any reason is determined by the Animal Control Officer to require confinement separate from other like animals in order to protect the health and well being of that animal, staff, the public, or other animals being housed at the animal holding facility due to any aggressive behavior and/or any disease or medical conditions, the boarding fee for such animal shall be twice the normal boarding fee established by the animal shelter.

Any person who is convicted of the charge of animal running at large shall be punished as set forth below:

(1) Upon a first conviction, a fine of not less than $50.00 nor more than $1,000.00 shall be assessed.

(2) Upon a second conviction a fine of not less than $100.00 nor more than $1,000.00 shall be assessed.

(3) Upon a third or subsequent conviction, a fine of not less than $200.00 nor more than $1,000.00 shall be assessed and the owner must appear in Municipal Court.

(b) In addition to the penalties set forth in paragraph (a), the owner, keeper or harborer of any unaltered dog that has been impounded for running at-large shall be required to:

(1) Have an identification microchip implanted in the dog traceable to the current owner, and registered with the City of Wichita, and

(2) Have the dog surgically sterilized by a licensed veterinarian within thirty days of redemption of said dog, at his or her own expense. It shall be a violation of this ordinance to fail to have the dog surgically sterilized, or provide proof from a licensed veterinarian that said dog has previously been surgically sterilized, or has been surgically sterilized and micro-chipped within thirty days after redemption of said dog as indicated in this ordinance, or

(3) The owner, keeper or harborer may maintain the aforementioned dog intact by paying an additional unaltered animal fee, the amount of which shall be established by the Chief of Police or designee, to redeem such dog from the Animal Shelter. Such dog may be maintained intact provided that the dog is not found to be running at large on any subsequent occurrence within the dog's lifetime.

(4) For any dog required to be surgically sterilized, the Supervisor of Animal Control shall collect payment for and issue a spay/neuter voucher at the time of the animal's redemption, and the owner, keeper or harborer shall provide documentation of the sterilization upon completion. Such voucher shall remain valid for thirty (30) days. Any owner, keeper or harborer failing to provide documentation of the sterilization procedure within thirty days of impoundment shall be deemed guilty of a misdemeanor. If the dog's owner had a valid dog license, such owner shall not receive a refund of the licensing fees paid for the altering or micro chipping of the dog. Upon the renewal of the license, the amount will be changed to reflect the altering and micro chipping of the dog.

(c) Upon the second occurrence of any intact dog impounded by Animal Control for running at large, the owner, keeper or harborer of such dog shall be required to have the animal surgically sterilized by a licensed veterinarian within thirty days of redemption of said dog at his or her own expense. For any animal required to be surgically sterilized, the Supervisor of Animal Control

Officer shall collect payment for and issue a spay/neuter voucher at the time of the animal's redemption, and the owner, keeper or harborer shall provide documentation of the sterilization upon completion. Any owner, keeper or harborer failing to provide documentation of the sterilization procedure within thirty days of impoundment shall be deemed guilty of a misdemeanor.

(d) Animals which are kept on the premises of any pet store shall not be allowed, by the storeowner or any employee, to run at large inside the store or on the external premises of the pet store during business hours, and no person shall allow any animal under their care or control to run at large on the premises of any store during business hours. This provision shall not apply to animals participating in supervised training classes within an enclosed area of the store.

(e) It is unlawful for any person to:

(1) Kill any squirrel or songbird within the corporate limits of the city; provided, that it shall be permissible for Animal Control Officers to kill squirrels, skunks, birds, or other animals that have become so numerous as to cause destruction or nuisance to property or in the event of disease occurring among such squirrels, skunks, birds, or other animals that may be considered contagious to human beings;

(2) Interfere with or molest an animal used by the police or fire department of the city or other governmental agency or department in the performance of its lawful functions and duties or interfere with the handler of such animal in such a way that the handler is deprived of or inhibited in his control of such animal;

(3) Own, maintain, or have in his or her possession with the intent to use in the unlawful conduct of animal fighting, animal fighting paraphernalia;

(4) Own, keep or harbor on one's premises any animal, by a person convicted of animal fighting, pursuant to K.S.A. 21-6414 or convicted of cruelty to animals as defined by Section 6.04.035 of the Code of the City of Wichita or K.S.A. 21-6412 and amendments thereto.

(5) Own, keep or harbor any animal, which, by loud, frequent, excessive or habitual barking, howling, yelping or other noise or action, unreasonably interferes with the use or enjoyment of property of any person of reasonable sensibilities residing in or occupying the area. To effect legal relief, persons so affected directly may sign a complaint at the Animal Shelter or contact the Wichita Police Department to file a report regarding such nuisance.

(6) Allow any unspayed female dog in season to be in an area where there is access by an unconfined male dog;

(7) Allow an unconfined male dog in an area where there is access to any unspayed female dog in season;

(8) Own, keep or harbor a dog over five months of age within the corporate limits of the city without such dog having a current vaccination against rabies performed by a veterinarian, and the owner thereof securing an annual license for such dog issued by the City

Treasurer. The Chief of Police or designee shall have the authority to establish appropriate licensing fees for such animals.

(9) Own, keep or harbor a cat over five months of age within the corporate limits of the city without such cat having a current vaccination against rabies performed by a veterinarian licensed by the State of Kansas.

(10) Sell or offer for sale, barter or give away any living baby chicks, rabbits, ducklings, or other fowl except pigeons, under two months of age or to sell, offer for sale, barter, give away or display animals or fowl as specified in this subsection which have been dyed, colored or otherwise treated so as to impart to them an artificial or unnatural color; provided, however, that this section shall not be construed to prohibit the sale of animals or fowl, as specified in this subsection, in proper brooder facilities by hatchers or persons engaged in the raising and selling of such animals and fowls for recognized animal husbandry or commercial purposes;

(11) Own, keep, or harbor, sell or offer for sale, barter or give away any animal whose possession is prohibited by federal or state law; or any exotic animal as defined in by this title. This section shall not apply to: tropical or other fishes; birds, except those prohibited by federal or state law; animals such as gerbils, rats, mice, hamsters, guinea pigs, and ferrets; small mammals raised for harvesting of fur salable into an existing market, such as chinchillas, nutria and mink; nonpoisonous amphibians

and reptiles, not including pythons, anacondas, boa constrictors, monitor lizards, iguanas, alligators, caiman, crocodiles and turtles. This section shall not apply to exhibitions authorized by and conducted in accordance with Chapter 6.08.

(12) Continuously picket a dog for more than one continuous hour, except that picketing of the same dog may resume after a hiatus of three continuous hours. A dog may not be picketed for a total time period exceeding three hours, in any twenty-four-hour period.

For the purpose of picketing a dog, a chain, leash, rope, or tether shall be at least 10 feet in length.

a. A chain, leash, rope, collaring device, tether, or any assembly or attachments thereto used to picket a dog shall not weigh more than one-eighth (1/8) of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area picketed.

b. Dogs shall be picketed in such a manner as to prevent injury, strangulation, or entanglement on fences, trees, or other man made or natural obstacles;

c. It is unlawful to attach chains or other tether restraint implements directly to a dog without the proper use of a collar, harness, or other device designed for that purpose and made from a material that prevents injury to the animal.

(13) Permit or allow any animal to be a public nuisance.

(14) Own, keep or harbor more animals than is permitted by the requirements of this title.

(15) Entering or remaining on premises where the unlawful conduct of animal fighting is occurring whether the person knows or has reason to know that animal fighting is occurring on the premises.

(f) Animal Control Officers and Law Enforcement Officers may issue the owner or owners of animals creating a public nuisance, as defined in this title, a citation to appear in municipal court to answer the offense charged. To effect legal relief, persons affected directly may sign a complaint at the Animal Shelter or contact the Wichita Police Department to file a report regarding such nuisance."

SECTION 3. Section 6.04.058 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Permitting a dangerous animal to be at large.** (a) Permitting a dangerous animal to be at large is the act or omission of the owner or custodian of an animal of dangerous or vicious propensities who, knowing of such propensities, permits such animal to go at large or keeps such animal without taking ordinary care to restrain it.

(b) Permitting a dangerous animal to be at large is a misdemeanor. Any person convicted of violating this section shall be sentenced to a term of imprisonment of not more than six months and/or a fine not to exceed one thousand dollars."

SECTION 4. The originals of Sections 6.04.035 and 6.04.040 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 5. 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 10th day of April, 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
April 3, 2012

TO: Mayor and City Council

SUBJECT: Floodplain Management Ordinance (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the ordinance.

Background: On November 21, 2006, the City hired HNTB Corporation to conduct a flood study to accurately depict the flood hazard and diversions within the Dry Creek North and Calfskin Creek watersheds. The study was completed in 2008 and submitted to Federal Emergency Management Agency (FEMA) to be incorporated into a revised Flood Insurance Rate Map. The flood study impacted an area too large for FEMA to update through the Letter of Map Revision process. Therefore, in 2010 FEMA hired the State of Kansas as a cooperative technical partner to complete the Physical Map Revision for the affected area in west Wichita and Sedgwick County. In March 2011, the City and State hosted an open house to inform residents of the future changes in the Flood Insurance Rate Maps and possible changes of flood insurance requirements.

Analysis: The State of Kansas and FEMA require the adoption of a revised local floodplain management ordinance when a new Flood Insurance Study is published for a community. The ordinance shall reference the new date of the Flood Insurance Study and include any new regulations to the State and Federal National Flood Insurance Program. Changes are as follows:

- Effective flood insurance date of May 2, 2012.
- Correct section references in the chapter.
- Update references to new K.S.A. laws.
- Include professional engineers to verify structural elevations consistent with State law.
- Update flood proofing requirements below the 100- year flood elevation, consistent with State law.
- Add a new State and Federal requirement to notify building permit applicants of higher insurance rates when a variance to this chapter is granted by the floodplain administrator.

Failure to adopt the new Flood Insurance Study and Flood Insurance Rate Map will result in the City being suspended from the National Flood Insurance Program after May 2, 2012.

More comprehensive local floodplain management standards will be presented for City Council consideration within the next 18 months due to the State of Kansas' anticipated adoption of the county-wide floodplain mapping project using improved topographic data.

Financial Considerations: There will be no impact to development costs to the City as a result of these recommended changes as these revisions are already being implemented by developers.

Goal Impact: The ordinance revisions will assist in providing a Safe and Secure community by ensuring the community's floodplain development standards will reduce existing and proposed structures from being more susceptible to damage by our our creeks and rivers.

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

Recommendations/Actions: It is recommended that the City Council place the ordinance on first reading and authorize the necessary signatures.

Attachments: Ordinance.

(Published in the Wichita Eagle on April 13, 2012)

ORDINANCE NO. 49-258

AN ORDINANCE AMENDING CHAPTER 27.06 OF THE CODE OF THE CITY OF WICHITA, KANSAS, ALL PERTAINING TO FLOODPLAIN MANAGEMENT.

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

SECTION 1. Section 27.06.010 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

Sec. 27.06.010. Statement of purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare; to minimize loss of life and property ; to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal Regulations (CFR) 59.22(a)(3); to meet the requirements of 44 CFR 60.3(d); and K.S.A. 12-741 et seq, and 12-766 by applying the provisions of this chapter to:

1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;

2. Require uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction; and

3. Protect the public from buying lands that are unsuitable for the intended development purposes due to the flood hazard.

SECTION 2. Section 27.06.020 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

Sec. 27.06.020. Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the same meaning they have in common usage and to give this chapter its most reasonable application.

"100-year Flood." See "base flood."

"Accessory structure" means the same as "appurtenant structure."

"Actuarial rates." See "risk premium rates."

"Administrator" means the Federal Insurance Administrator.

"Agency" means the Federal Emergency Management Agency (FEMA).

"Appeal" means a request for review of the Floodplain Administrator's interpretation of any provision of this chapter or a request for a variance.

"Appurtenant structure" means a structure that is on the same parcel of property as the principle structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of shallow flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Basement" means any area of the structure having its floor subgrade (below ground level) on all sides.

“Building.” See structure.”

"Chief Engineer" means the Chief Engineer of the Division of Water Resources, Kansas Department of Agriculture.

"Chief Executive Officer" or "Chief Elected Official" means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.

"Community" means any State or area or political subdivision thereof, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Elevated building" means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Eligible community" or "participating community" means a community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

"Existing Construction" means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland waters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water

exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding as defined above in item (1).

"Flood elevation determination" means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards.

"Flood fringe" means the area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

“Flood Insurance Study (FIS)" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

"Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source (see "flooding").

“Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

"Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

"Floodway" or "regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Floodway encroachment lines" means the lines marking the limits of floodways on Federal, State and local floodplain maps.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

"Functionally dependent use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long- term storage or related manufacturing facilities.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b)

certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

"Lowest floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

"Manufactured home" means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).

"Market value" or "fair market value" means an estimate of what is fair, economic, just and equitable value under normal local market conditions.

"Mean sea level" means, for purposes of the National Flood Insurance Program (NFIP), the National American Vertical Datum (NAVD)of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

"New construction" means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

"(NFIP)" means the National Flood Insurance Program (NFIP).

"Participating community" also known as an "eligible community," means a community in which the Administrator has authorized the sale of flood insurance.

"Permit" means a signed document from a designated community official authorizing development in a floodplain, including all necessary supporting documentation such as: (1) the site plan; (2) an elevation certificate; and (3) any other necessary or applicable approvals or authorizations from local, state or federal authorities.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

"Principally above ground" means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

"Reasonably safe from flooding" means base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

"Recreational vehicle" means a vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently able to be towed by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Remedy a violation" means to bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

"Risk premium rates" means those rates established by the Administrator pursuant to individual community studies and investigations, which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. "Risk premium rates" include provisions for operating costs and allowances.

"Special flood hazard area." See "area of special flood hazard."

"Special hazard area" means an area having special flood hazards and shown on an FHBM, FIRM or FBFM as zones (unnumbered or numbered) A, AO, AE, or AH.

"Start of construction" includes substantial improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvements, the "actual start of construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State coordinating agency" means the Division of Water Resources, Kansas Department of Agriculture, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

"Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. "Structure" for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to pre-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other

improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial-damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Variance" means a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this chapter is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplain.

SECTION 3. Section 27.06.030 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

Sec. 27.06.030. Applicability.

This chapter shall apply to all lands within the City of Wichita identified as numbered and unnumbered A Zones, AE, AO, AH, AR, and A99 Zones, on the Index Map dated May 2, 2012 of the Flood Insurance Rate Map (FIRM) and the Flood Insurance Study (FIS) as amended, and any future revisions thereto. In all areas covered by this ordinance, no development shall be permitted except through the issuance of a floodplain development permit, granted by the City Council or its duly designated representative under such safeguards and restrictions as the City Council or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community.

SECTION 4. Section 27.06.080 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

Sec. 27.06.080. Designation of floodplain administrator; duties and responsibilities.

(a) The Superintendent of the Office of Central Inspection is hereby appointed to administer and implement the provisions of this ordinance.

(b) Duties of the Floodplain Administrator shall include, but not be limited to:

(1) Review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this ordinance have been satisfied;

(2) Review of all applicaions for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal,

State, or local governmental agencies from which prior approval is required by Federal, State, or local law;

(3) Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;

(4) Issue floodplain development permits for all approved applications;

(5) Notify adjacent communities and the Division of Water Resources, Kansas Department of Agriculture, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);

(6) Assure that the flood-carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse; and

(7) Obtain and maintain a record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures;

(8) Obtain and maintain a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed;

(9) When floodproofing techniques are utilized for a particular non-residential structure, the floodplain administrator shall require certification from a registered professional engineer or architect;

(10) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the city engineer shall make the necessary interpretation.

(Ord. No. 47-346, § 8, 4-03-12)

SECTION 5. Section 27.06.150 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

Sec. 27.06.150. Specific standards.

In all areas identified as numbered and unnumbered A zones, AE, and AH zones, where base flood elevation data have been provided, as set forth in section 27.06.120(b), the following provisions are required:

(a) New construction or substantial improvements of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated a minimum of two (2) feet above base flood elevation. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

(b) New construction or substantial improvements of any commercial, industrial, or other non-residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated a minimum of two (2) feet above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below two feet above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having

the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer. Such certification shall be provided to the floodplain administrator as set forth in section 27.06.080(b)(7,)(8), and (9).

(c) For all new construction and substantial improvement of fully enclosed areas below lowest floor which are used solely for parking of vehicles, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(1) (1) A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided; and

(2) The bottom of all opening shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters.

SECTION 6. Section 27.06.160 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

Sec. 27.06.160. Manufactured homes.

(a) All manufactured homes to be placed within all unnumbered and numbered A zones, AE, and AH zones, on the community's FIRM shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors

(b) All manufactured homes that are placed or substantially improved within unnumbered or numbered A zones, AE, and AH zones, on the community's FIRM on sites (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to and existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision in which a manufactured home has incurred substantial damage as the result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated a minimum of two (2) feet above the base flood elevation and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

(c) All manufactured homes that are placed or substantially improved on sites in an existing manufactured home park or subdivision within all unnumbered and numbered A zones, AE and AH zones, on the community's FIRM that are not subject to the provisions of subparagraph (b) herein shall be elevated so that either:

(1) The lowest floor of the manufactured home is a minimum of two (2) feet above the base flood level; or

(2) The chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and that are securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

SECTION 7. Section 27.06.200 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

Sec. 27.06.200. Variance procedures.

(a) The Floodplain Administrator shall hear and decide appeals and requests for variances from the floodplain management requirements of this ordinance. Applications for variance shall be in writing and on forms provided by the Administrator. A nonrefundable processing fee of one hundred dollars shall be paid to the Administrator at the time of the filing of a request for variance.

(b) The subdivision committee of the Metropolitan Area Planning Commission, the first Appeal Board shall hear appeals from any decision or determination made by the Administrator in the enforcement or administration of this chapter. Such appeals shall be in writing and shall specify the grounds for appeal. Such appeals shall be filed with the secretary of the Metropolitan Area Planning Commission within thirty days of the decision or determination appealed from. The secretary of the Metropolitan Area Planning Commission shall fix a reasonable time for the hearing of appeals, giving notice to the appealing party or parties at least fifteen days prior to such hearing. Appeals shall be decided within a reasonable time. At appeal hearings, any party may appear in person, by agent or by attorney. The subdivision committee may reverse or affirm, in whole or in part or modify the decision or determination appealed from and may make such order, requirement, decision or determination as may be appropriate under the circumstances.

(c) Any person aggrieved by the decision or determination of the subdivision committee may appeal such decision or determination to the Metropolitan Area Planning Commission, the second Appeal Board. The procedure for such appeals shall be as set forth above in subsection (a) for appeals from decisions by the Floodplain Administrator.

(d) Any person aggrieved by the decision or determination of the Metropolitan Area Planning Commission may appeal such decision or determination to the city council, the third Appeal Board. The city council will review such decision or determination in the manner provided above for appeals from decisions by the Administrator, except that such appeals shall be filed with the city clerk and the notice to the appealing party or parties shall be provided at least five days prior to such hearing.

(e) In passing upon such applications for variances, the Administrator and Appeal Boards shall consider all technical data and evaluations, all relevant factors, standards specified in other sections of this ordinance, and the following criteria:

(1) Danger to life and property due to flood damage and erosion damage;

(2) Danger that materials may be swept onto other lands to the injury of others;

(3) Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(4) Importance of the services provided by the proposed facility to the community;

(5) Necessity of the facility of a waterfront location, where applicable;

(6) Availability of alternative locations, not subject to flood damage, for the proposed use;

(7) Compatibility of the proposed use with existing and anticipated development;

(8) Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(9) Safety of access to the property in times of flood for ordinary and emergency vehicles;

(10) Expected heights, velocity, duration, rate of rise and sediment transport of the flood water, if applicable, expected at the site; and,

(11) Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges;

(f) Variances may be issued for new construction and substantial improvement to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items one (1) through five (5) below have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(1) Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination, provided the proposed activity will not preclude the structure's continued historic designation.

(2) Variances shall not be issued within any designated floodway if any significant increase in flood discharge would result.

(3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(4) Variances shall only be issued upon: (a) showing of good and sufficient cause, (b) determination that failure to grant the variance would result in exceptional hardship to the applicant, and (c) determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(5) A community shall notify the applicant in writing over the signature of a community official that: (a) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as $25.00 for $100.00 of insurance coverage, and (b) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.

SECTION 8. The originals of Sections 27.06.010, 27.06.020, 27.06.030 and 27.06.150. 27.06.160, and 27.06.200 of the Code of the City of Wichita, Kansas, are hereby appealed.

SECTION 9. 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 10th day of April, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

CHAPTER 27.06. FLOODPLAIN MANAGEMENT

Sec. 27.06.010. Statement of purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare; to minimize loss of life and property ; to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal Regulations (CFR) 59.22(a)(3); to meet the requirements of 44 CFR 60.3(d); and K.S.A. 12-741 et seq, and 12-766 by applying the provisions of this chapter to:

1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;

2. Require uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction; and

3. Protect the public from buying lands that are unsuitable for the intended development purposes due to the flood hazard.

(Ord. No. 47-346, § 1, 2-13-07)

Sec. 27.06.020. Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the same meaning they have in common usage and to give this chapter its most reasonable application.

"100-year Flood." See "base flood."

"Accessory structure" means the same as "appurtenant structure."

"Actuarial rates." See "risk premium rates."

"Administrator" means the Federal Insurance Administrator.

"Agency" means the Federal Emergency Management Agency (FEMA).

"Appeal" means a request for review of the Floodplain Administrator's interpretation of any provision of this chapter or a request for a variance.

"Appurtenant structure" means a structure that is on the same parcel of property as the principle structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of shallow flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Basement" means any area of the structure having its floor subgrade (below ground level) on all sides.

“Building.” See structure.”

"Chief Engineer" means the Chief Engineer of the Division of Water Resources, Kansas Department of Agriculture.

"Chief Executive Officer" or "Chief Elected Official" means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.

"Community" means any State or area or political subdivision thereof, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Elevated building" means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Eligible community" or "participating community" means a community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

"Existing Construction" means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland waters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding as defined above in item (1).

"Flood elevation determination" means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards.

"Flood fringe" means the area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

“Flood Insurance Study (FIS)" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

"Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source (see "flooding").

“Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

"Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

"Floodway" or "regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Floodway encroachment lines" means the lines marking the limits of floodways on Federal, State and local floodplain maps.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

"Functionally dependent use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

"Lowest floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

"Manufactured home" means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to

the required utilities. The term "manufactured home" does not include a "recreational vehicle."

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).

"Market value" or "fair market value" means an estimate of what is fair, economic, just and equitable value under normal local market conditions.

"Mean sea level" means, for purposes of the National Flood Insurance Program (NFIP), the National American Vertical Datum (NAVD)of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

"New construction" means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

"(NFIP)" means the National Flood Insurance Program (NFIP).

"Participating community" also known as an "eligible community," means a community in which the Administrator has authorized the sale of flood insurance.

"Permit" means a signed document from a designated community official authorizing development in a floodplain, including all necessary supporting documentation such as: (1) the site plan; (2) an elevation certificate; and (3) any other necessary or applicable approvals or authorizations from local, state or federal authorities.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

"Principally above ground" means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

"Reasonably safe from flooding" means base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

"Recreational vehicle" means a vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently able to be towed by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Remedy a violation" means to bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

"Risk premium rates" means those rates established by the Administrator pursuant to individual community studies and investigations, which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. "Risk premium rates" include provisions for operating costs and allowances.

"Special flood hazard area." See "area of special flood hazard."

"Special hazard area" means an area having special flood hazards and shown on an FHBM, FIRM or FBFM as zones (unnumbered or numbered) A, AO, AE, or AH.

"Start of construction" includes substantial improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvements, the "actual start of construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State coordinating agency" means the Division of Water Resources, Kansas Department of Agriculture, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

"Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. "Structure" for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to pre-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial-damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Variance" means a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this chapter is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplain.

(Ord. No. 47-346, § 2, 2-13-07)

Sec. 27.06.030. Applicability.

This chapter shall apply to all lands within the City of Wichita identified as numbered and unnumbered A Zones, AE, AO, AH, AR, and A99 Zones, on the Index Map dated May 2, 2012 of the Flood Insurance Rate Map (FIRM) and the Flood Insurance Study (FIS) as amended, and any future revisions thereto. In all areas covered by this ordinance, no development shall be permitted except through the issuance of a floodplain development permit, granted by the City Council or its duly designated representative under such safeguards and restrictions as the City Council or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community.

(Ord. No. 47-346, § 3, 2-13-07)

Sec. 27.06.040. Compliance.

No development located within the special flood hazard areas of this community shall be located, extended, converted, or structurally altered without full compliance with the terms of this chapter and other applicable regulations.

(Ord. No. 47-346, § 4, 2-13-07)

Sec. 27.06.050. Abrogation and greater restrictions.

It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail. All other ordinances inconsistent with this chapter are hereby repealed to the extent of the inconsistency only.

(Ord. No. 47-346, § 5, 2-13-07)

Sec. 27.06.060. Interpretation.

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements, shall be liberally construed in favor of the governing body, and shall not be deemed a limitation or repeal of any other powers granted by Kansas statutes.

(Ord. No. 47-346, § 6, 2-13-07)

Sec. 27.06.070. Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This chapter does not imply that areas outside the floodway and flood fringe or land uses permitted within such areas will be free from flooding or flood damage. This chapter shall not create a liability on the part of the City of Wichita, any officer or employee thereof, for any flood damages that may result from reliance on this chapter or any administrative decision lawfully made there under.

(Ord. No. 47-346, § 7, 2-13-07)

Sec. 27.06.080. Designation of floodplain administrator; duties and responsibilities.

(a) The Superintendent of the Office of Central Inspection is hereby appointed to administer and implement the provisions of this ordinance.

(b) Duties of the Floodplain Administrator shall include, but not be limited to:

(1) Review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this ordinance have been satisfied;

(2) Review of all applicaions for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required by Federal, State, or local law;

(3) Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;

(4) Issue floodplain development permits for all approved applications;

(5) Notify adjacent communities and the Division of Water Resources, Kansas Department of Agriculture, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);

(6) Assure that the flood-carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse; and

(7) Obtain ~~Verify~~ and maintain a record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures;

(8) Obtain ~~Verify~~ and maintain a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed;

(9) When floodproofing techniques are utilized for a particular non-residential structure, the floodplain administrator shall require certification from a registered professional engineer or architect;

(10) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the city engineer shall make the necessary interpretation.

(Ord. No. XX-XXX, § 8, 4-XX-12)

Sec. 27.06.090. Floodplain development permit.

A floodplain development permit shall be required for all proposed construction or other development, including the placement of manufactured homes, in the areas described in section 27.06.030. No person, firm, corporation, or unit of government shall initiate any development or substantial improvements or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development.

(Ord. No. 47-346, § 9, 2-13-07)

Sec. 27.06.100. Application for floodplain development permit.

To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

1. Describe the land on which the proposed work is to be done by lot, block and tract, house and street address, or similar description that will readily identify and specifically locate the proposed structure or work;

2. Identify and describe the work to be covered by the floodplain development permit;

3. Indicate the use or occupancy for which the proposed work is intended;

4. Indicate the assessed value of the structure and the fair market value of the improvement;

5. Specify whether development is located in designated flood fringe or floodway

6. Identify the existing base flood elevation and the elevation of the proposed development;

7. Give such other information as reasonably may be required by the floodplain administrator;

8. Be accompanied by plans and specifications for proposed construction; and

9. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.

(Ord. No. 47-346, § 10, 2-13-07)

Sec. 27.06.110. Recording of minimum pad elevation information.

For every development permit issued hereunder, the Administrator shall cause an affidavit to be filed and recorded with the register of deeds of Sedgwick County, Kansas, which affidavit shall contain the following information:

1. The legal description of the subject land;

2. Elevation in relation to mean sea level of the lowest floor (including basement) of all structures;

3. Elevation in relation to mean sea level to which any nonresidential structure is to be floodproofed; and

4. The name or names of the record owners of the subject land.

The cost of recording of such affidavit shall be at the expense of the applicant for the development permit.

(Ord. No. 47-346, § 11, 2-13-07)

Sec. 27.06.120. General standards.

(a) No permit for floodplain development shall be granted for new construction, substantial improvement, and other improvements, including the placement of manufactured homes, within

any numbered or unnumbered A zones, AE, AO, and AH zones, unless the conditions of this section are satisfied.

(b) All areas identified as unnumbered A zones on the FIRM are subject to inundation of the 100-year flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this ordinance. If Flood Insurance Study data is not available, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources.

(c) Until a floodway is designated, no new construction, substantial improvement, or other development, including fill, shall be permitted within any unnumbered or numbered A zones, or AE zones on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(d) All new construction, subdivision proposals, substantial improvement, prefabricated structures, placement of manufactured homes, and other developments shall require:

(i) Design or adequate anchorage to prevent floatation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(ii) Construction with materials resistant to flood damage;

(iii) Utilization of methods and practices that minimize flood damages;

(iv) All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(v) New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination; and

(vi) Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:

(aa) All such proposals are consistent with the need to minimize flood damage;

(bb) All public utilties and facilities, such as sewer, gas electrical, and water systems are located and constructed to minimize or eliminate flood damage;

(cc) Adequate drainage is provided so as to reduce exposure to flood hazards; and

(dd) Alll proposals for development, including proposals for manufactured home parks and subdivisions, of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.

(Ord. No. 47-346, § 12, 2-13-07)

Sec. 27.06.130. Storage of material and equipment.

The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time

available after a flood warning.

(Ord. No. 47-346, § 13, 2-13-07)

Sec. 27.06.140. Nonconforming uses.

A structure, or the use of a structure or premises that was lawful before the passage or amendment of the ordinance, but which is not in conformity with the provisions of this chapter, may be continued subject to the following conditions:

1. If such structure, use, or utility service is discontinued for twenty-four (24) consecutive months, any future use of the building shall conform to this ordinance.

2. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the pre-damaged market value of the structure. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, safety codes, regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination.

3. Uses or adjuncts thereof which are or become nuisances shall not be entitled to continue as nonconforming uses."

(Ord. No. 47-346, § 14, 2-13-07)

Sec. 27.06.150. Specific standards.

In all areas identified as numbered and unnumbered A zones, AE, and AH zones, where base flood elevation data have been provided, as set forth in section 27.06.120(b), the following provisions are required:

(a) New construction or substantial improvements of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated a minimum of two (2) feet above base flood elevation. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

(b) New construction or substantial improvements of any commercial, industrial, or other non-residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated a minimum of two (2) feet above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below two feet above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer. Such certification shall be provided to the floodplain administrator as set forth in section 27.06.080(b)(7,)(8), and (9).

(c) For all new construction and substantial improvement of fully enclosed areas below lowest floor which are used solely for parking of vehicles, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(1) A minimum of two (2) openings having a total net area of not less than one

(1) square inch for every square foot of enclosed area subject to flooding shall be provided; and

(2) The bottom of all opening shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters.

(Ord. No. 47-346, § 15, 2-13-07)

Sec. 27.06.160. Manufactured homes.

(a) All manufactured homes to be placed within all unnumbered and numbered A zones, AE, and AH zones, on the community's FIRM shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors

(b) All manufactured homes that are placed or substantially improved within unnumbered or numbered A zones, AE, and AH zones, on the community's FIRM on sites (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to and existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision in which a manufactured home has incurred substantial damage as the result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated a minimum of two (2) feet above the base flood elevation and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

(c) All manufactured homes that are placed or substantially improved on sites in an existing manufactured home park or subdivision within all unnumbered and numbered A zones, AE and AH zones, on the community's FIRM that are not subject to the provisions of subparagraph (b) herein shall be elevated so that either:

(1) The lowest floor of the manufactured home is a minimum of two (2) feet above the base flood level; or

(2) The chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and that are securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

(Ord. No. 47-346, § 16, 2-13-07)

Sec. 27.06.170. Areas of shallow flooding (AO and AH zones).

Located within the areas of special flood hazard as described herein are areas designated as AO zones and AH zones. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. The following provisions apply:

(a) *In AO Zones.*

(1) All new construction and substantial improvements of residential structures,

including manufactured homes, shall have the lowest floor, inducing basement, elevated above the highest adjacent grade at least two (2) feet above the depth number specified in feet on the community's FIRM (at least three (3) feet if no depth number is specified).

(2) All new construction and substantial improvements of any commercial, industrial, or other non-residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as two (2) feet above the depth number specified in feet on the community FIRM (at least three (3) feet if no depth number is specified) or together with attendant utilities and sanitary facilities be completely floodproofed to that so that the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

(3) Adequate drainage paths shall be required around structures on slopes, in order to guide floodwaters around and away from proposed structures.

(b) *In AH Zones.*

(1) The specific standards for all areas of special flood hazard where base flood elevation has been provided shall be required as set forth in section 27.06.150.

(2) Adequate drainage paths shall be required around structures on slopes, in order to guide floodwaters around and away from proposed structures."

(Ord. No. 47-346, § 17, 2-13-07)

Sec. 27.06.180. Floodway.

Located within areas of special flood hazard as defined herein are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles, the following provisions shall apply:

(a) The community shall select and adopt a regulatory floodway based on the principle that the areas chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one (1) foot at any point.

(b) The community shall prohibit any encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(c) All new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions contained herein.

(d) In unnumbered A zones, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources as set forth herein".

(Ord. No. 47-346, § 18, 2-13-07)

Sec. 27.06.190. Recreational vehicles.

Recreational vehicles placed on sites within all unnumbered and numbered A Zones, AE, AH, and AO Zones on the FIRM shall either:

(1) Be on the site for fewer than 180 consecutive days, or

(2) Be fully licensed and ready for highway use; or

(3) Meet the permitting, elevation, and anchoring requirements for manufactured homes as set forth herein.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

(Ord. No. 47-346, § 19, 2-13-07)

Sec. 27.06.200. Variance procedures.

(a) The Floodplain Administrator shall hear and decide appeals and requests for variances from the floodplain management requirements of this ordinance. Applications for variance shall be in writing and on forms provided by the Administrator. A nonrefundable processing fee of one hundred dollars shall be paid to the Administrator at the time of the filing of a request for variance.

(b) The subdivision committee of the Metropolitan Area Planning Commission, the first Appeal Board, shall hear appeals from any decision or determination made by the Administrator in the enforcement or administration of this chapter. Such appeals shall be in writing and shall specify the grounds for appeal. Such appeals shall be filed with the secretary of the Metropolitan Area Planning Commission within thirty days of the decision or determination appealed from. The secretary of the Metropolitan Area Planning Commission shall fix a reasonable time for the hearing of appeals, giving notice to the appealing party or parties at least fifteen days prior to such hearing. Appeals shall be decided within a reasonable time. At appeal hearings, any party may appear in person, by agent or by attorney. The subdivision committee may reverse or affirm, in whole or in part or modify the decision or determination appealed from and may make such order, requirement, decision or determination as may be appropriate under the circumstances.

(c) Any person aggrieved by the decision or determination of the subdivision committee may appeal such decision or determination to the Metropolitan Area Planning Commission, the second Appeal Board. The procedure for such appeals shall be as set forth above in subsection (a) for appeals from decisions by the Floodplain Administrator.

(d) Any person aggrieved by the decision or determination of the Metropolitan Area Planning Commission may appeal such decision or determination to the city council, the third Appeal Board. The city council will review such decision or determination in the manner provided above for appeals from decisions by the Administrator, except that such appeals shall be filed with the city clerk and the notice to the appealing party or parties shall be provided at least five days prior to such hearing.

(e) In passing upon such applications for variances, the Administrator and Appeal Boards shall consider all technical data and evaluations, all relevant factors, standards specified in other sections of this ordinance, and the following criteria:

(1) Danger to life and property due to flood damage and erosion damage;

(2) Danger that materials may be swept onto other lands to the injury of others;

(3) Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(4) Importance of the services provided by the proposed facility to the community;

(5) Necessity of the facility of a waterfront location, where applicable;

(6) Availability of alternative locations, not subject to flood damage, for the proposed use;

(7) Compatibility of the proposed use with existing and anticipated development;

(8) Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(9) Safety of access to the property in times of flood for ordinary and emergency vehicles;

(10) Expected heights, velocity, duration, rate of rise and sediment transport of the flood water, if applicable, expected at the site; and,

(11) Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges;

(1) Variances may be issued for new construction and substantial improvement to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items one (1) through five (5) below have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination, provided the proposed activity will not preclude the structure's continued historic designation.
(2) Variances shall not be issued within any designated floodway if any significant increase in flood discharge would result.
(3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
(4) Variances shall only be issued upon: (a) showing of good and sufficient cause, (b) determination that failure to grant the variance would result in exceptional hardship to the applicant, and (c) determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
(5) A community shall notify the applicant in writing over the signature of a community official that: (a) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as $25.00 for $100.00 of insurance coverage, and (b) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.

(Ord. No. 47-346, § 20, 2-13-07)

Sec. 27.06.210. Penalties.

Violation of the provisions of this chapter or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with granting of variances) shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than $500.00 for each such violation. Each day any such violation continues, shall be considered a separate offense. Nothing herein contained shall prevent the City of Wichita or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation of this chapter.

(Ord. No. 47-346, § 21, 2-13-07)

CHAPTER 27.06. FLOODPLAIN MANAGEMENT

Sec. 27.06.010. Statement of purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare; to minimize loss of life and property ; to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal Regulations (CFR) 59.22(a)(3); to meet the requirements of 44 CFR 60.3(d); and K.S.A. 12-741 et seq, and 12-766 by applying the provisions of this chapter to:

1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;

2. Require uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction; and

3. Protect the public from buying lands that are unsuitable for the intended development purposes due to the flood hazard.

(Ord. No. XX-XXX, § 1, 4-XX-12)

Sec. 27.06.020. Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the same meaning they have in common usage and to give this chapter its most reasonable application.

"100-year Flood." See "base flood."

"Accessory structure" means the same as "appurtenant structure."

"Actuarial rates." See "risk premium rates."

"Administrator" means the Federal Insurance Administrator.

"Agency" means the Federal Emergency Management Agency (FEMA).

"Appeal" means a request for review of the Floodplain Administrator's interpretation of any provision of this chapter or a request for a variance.

"Appurtenant structure" means a structure that is on the same parcel of property as the principle structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of shallow flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of special flood hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Basement" means any area of the structure having its floor subgrade (below ground level) on all sides.

“Building.” See structure.”

"Chief Engineer" means the Chief Engineer of the Division of Water Resources, Kansas Department of Agriculture.

"Chief Executive Officer" or "Chief Elected Official" means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.

"Community" means any State or area or political subdivision thereof, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Elevated building" means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Eligible community" or "participating community" means a community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

"Existing Construction" means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland waters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding as defined above in item (1).

"Flood elevation determination" means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards.

"Flood fringe" means the area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

“Flood Insurance Study (FIS)" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

"Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source (see "flooding").

“Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

"Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

"Floodway" or "regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Floodway encroachment lines" means the lines marking the limits of floodways on Federal, State and local floodplain maps.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

"Functionally dependent use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" means any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

"Lowest floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

"Manufactured home" means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to

the required utilities. The term "manufactured home" does not include a "recreational vehicle."

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).

"Market value" or "fair market value" means an estimate of what is fair, economic, just and equitable value under normal local market conditions.

"Mean sea level" means, for purposes of the National Flood Insurance Program (NFIP), the National American Vertical Datum (NAVD)of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

"New construction" means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

"(NFIP)" means the National Flood Insurance Program (NFIP).

"Participating community" also known as an "eligible community," means a community in which the Administrator has authorized the sale of flood insurance.

"Permit" means a signed document from a designated community official authorizing development in a floodplain, including all necessary supporting documentation such as: (1) the site plan; (2) an elevation certificate; and (3) any other necessary or applicable approvals or authorizations from local, state or federal authorities.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

"Principally above ground" means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

"Reasonably safe from flooding" means base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

"Recreational vehicle" means a vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently able to be towed by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Remedy a violation" means to bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

"Risk premium rates" means those rates established by the Administrator pursuant to individual community studies and investigations, which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. "Risk premium rates" include provisions for operating costs and allowances.

"Special flood hazard area." See "area of special flood hazard."

"Special hazard area" means an area having special flood hazards and shown on an FHBM, FIRM or FBFM as zones (unnumbered or numbered) A, AO, AE, or AH.

"Start of construction" includes substantial improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvements, the "actual start of construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State coordinating agency" means the Division of Water Resources, Kansas Department of Agriculture, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

"Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. "Structure" for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to pre-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial-damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

"Variance" means a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this chapter is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplain.

(Ord. No. xx-xxx, § 2, 4-xx-12)

Sec. 27.06.030. Applicability.

This chapter shall apply to all lands within the City of Wichita identified as numbered and unnumbered A Zones, AE, AO, AH, AR, and A99 Zones, on the Index Map dated May 2, 2012 of the Flood Insurance Rate Map (FIRM) and the Flood Insurance Study (FIS) as amended, and any future revisions thereto. In all areas covered by this ordinance, no development shall be permitted except through the issuance of a floodplain development permit, granted by the City Council or its duly designated representative under such safeguards and restrictions as the City Council or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community.

(Ord. No. xx-xxx, § 3, 4-xx-12)

Sec. 27.06.040. Compliance.

No development located within the special flood hazard areas of this community shall be located, extended, converted, or structurally altered without full compliance with the terms of this chapter and other applicable regulations.

(Ord. No. 47-346, § 4, 2-13-07)

Sec. 27.06.050. Abrogation and greater restrictions.

It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail. All other ordinances inconsistent with this chapter are hereby repealed to the extent of the inconsistency only.

(Ord. No. 47-346, § 5, 2-13-07)

Sec. 27.06.060. Interpretation.

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements, shall be liberally construed in favor of the governing body, and shall not be deemed a limitation or repeal of any other powers granted by Kansas statutes.

(Ord. No. 47-346, § 6, 2-13-07)

Sec. 27.06.070. Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This chapter does not imply that areas outside the floodway and flood fringe or land uses permitted within such areas will be free from flooding or flood damage. This chapter shall not create a liability on the part of the City of Wichita, any officer or employee thereof, for any flood damages that may result from reliance on this chapter or any administrative decision lawfully made there under.

(Ord. No. 47-346, § 7, 2-13-07)

Sec. 27.06.080. Designation of floodplain administrator; duties and responsibilities.

(a) The Superintendent of the Office of Central Inspection is hereby appointed to administer and implement the provisions of this ordinance.

(b) Duties of the Floodplain Administrator shall include, but not be limited to:

(1) Review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this ordinance have been satisfied;

(2) Review of all applicaions for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required by Federal, State, or local law;

(3) Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;

(4) Issue floodplain development permits for all approved applications;

(5) Notify adjacent communities and the Division of Water Resources, Kansas Department of Agriculture, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);

(6) Assure that the flood-carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse; and

(7) Obtain and maintain a record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures;

(8) Obtain and maintain a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed;

(9) When floodproofing techniques are utilized for a particular non-residential structure, the floodplain administrator shall require certification from a registered professional engineer or architect;

(10) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the city engineer shall make the necessary interpretation.

(Ord. No. 47-346, § 8, 4-03-12)

Sec. 27.06.090. Floodplain development permit.

A floodplain development permit shall be required for all proposed construction or other development, including the placement of manufactured homes, in the areas described in section 27.06.030. No person, firm, corporation, or unit of government shall initiate any development or substantial improvements or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development.

(Ord. No. 47-346, § 9, 2-13-07)

Sec. 27.06.100. Application for floodplain development permit.

To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

1. Describe the land on which the proposed work is to be done by lot, block and tract, house and street address, or similar description that will readily identify and specifically locate the proposed structure or work;

2. Identify and describe the work to be covered by the floodplain development permit;

3. Indicate the use or occupancy for which the proposed work is intended;

4. Indicate the assessed value of the structure and the fair market value of the improvement;

5. Specify whether development is located in designated flood fringe or floodway

6. Identify the existing base flood elevation and the elevation of the proposed development;

7. Give such other information as reasonably may be required by the floodplain administrator;

8. Be accompanied by plans and specifications for proposed construction; and

9. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.

(Ord. No. 47-346, § 10, 2-13-07)

Sec. 27.06.110. Recording of minimum pad elevation information.

For every development permit issued hereunder, the Administrator shall cause an affidavit to be filed and recorded with the register of deeds of Sedgwick County, Kansas, which affidavit shall contain the following information:

1. The legal description of the subject land;

2. Elevation in relation to mean sea level of the lowest floor (including basement) of all structures;

3. Elevation in relation to mean sea level to which any nonresidential structure is to be floodproofed; and

4. The name or names of the record owners of the subject land.

The cost of recording of such affidavit shall be at the expense of the applicant for the development permit.

(Ord. No. 47-346, § 11, 2-13-07)

Sec. 27.06.120. General standards.

(a) No permit for floodplain development shall be granted for new construction, substantial improvement, and other improvements, including the placement of manufactured homes, within

any numbered or unnumbered A zones, AE, AO, and AH zones, unless the conditions of this section are satisfied.

(b) All areas identified as unnumbered A zones on the FIRM are subject to inundation of the 100-year flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this ordinance. If Flood Insurance Study data is not available, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources.

(c) Until a floodway is designated, no new construction, substantial improvement, or other development, including fill, shall be permitted within any unnumbered or numbered A zones, or AE zones on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(d) All new construction, subdivision proposals, substantial improvement, prefabricated structures, placement of manufactured homes, and other developments shall require:

(i) Design or adequate anchorage to prevent floatation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(ii) Construction with materials resistant to flood damage;

(iii) Utilization of methods and practices that minimize flood damages;

(iv) All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(v) New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination; and

(vi) Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:

(aa) All such proposals are consistent with the need to minimize flood damage;

(bb) All public utilties and facilities, such as sewer, gas electrical, and water systems are located and constructed to minimize or eliminate flood damage;

(cc) Adequate drainage is provided so as to reduce exposure to flood hazards; and

(dd) Alll proposals for development, including proposals for manufactured home parks and subdivisions, of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.

(Ord. No. 47-346, § 12, 2-13-07)

Sec. 27.06.130. Storage of material and equipment.

The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time

available after a flood warning.

(Ord. No. 47-346, § 13, 2-13-07)

Sec. 27.06.140. Nonconforming uses.

A structure, or the use of a structure or premises that was lawful before the passage or amendment of the ordinance, but which is not in conformity with the provisions of this chapter, may be continued subject to the following conditions:

1. If such structure, use, or utility service is discontinued for twenty-four (24) consecutive months, any future use of the building shall conform to this ordinance.

2. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the pre-damaged market value of the structure. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, safety codes, regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination.

3. Uses or adjuncts thereof which are or become nuisances shall not be entitled to continue as nonconforming uses."

(Ord. No. 47-346, § 14, 2-13-07)

Sec. 27.06.150. Specific standards.

In all areas identified as numbered and unnumbered A zones, AE, and AH zones, where base flood elevation data have been provided, as set forth in section 27.06.120(b), the following provisions are required:

(a) New construction or substantial improvements of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated a minimum of two (2) feet above base flood elevation. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

(b) New construction or substantial improvements of any commercial, industrial, or other non-residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated a minimum of two (2) feet above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below two feet above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer. Such certification shall be provided to the floodplain administrator as set forth in section 27.06.080(b)(7,)(8), and (9).

(c) For all new construction and substantial improvement of fully enclosed areas below lowest floor which are used solely for parking of vehicles, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(1) A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided; and

(2) The bottom of all opening shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters."

(Ord. No. xx-xxx, § 15, 4-xx-12)

Sec. 27.06.160. Manufactured homes.

(a) All manufactured homes to be placed within all unnumbered and numbered A zones, AE, and AH zones, on the community's FIRM shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors

(b) All manufactured homes that are placed or substantially improved within unnumbered or numbered A zones, AE, and AH zones, on the community's FIRM on sites (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to and existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision in which a manufactured home has incurred substantial damage as the result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated a minimum of two (2) feet above the base flood elevation and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

(c) All manufactured homes that are placed or substantially improved on sites in an existing manufactured home park or subdivision within all unnumbered and numbered A zones, AE and AH zones, on the community's FIRM that are not subject to the provisions of subparagraph (b) herein shall be elevated so that either:

(1) The lowest floor of the manufactured home is a minimum of two (2) feet above the base flood level; or

(2) The chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and that are securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

(Ord. No. xx-xxx, § 16, 4-xx-12)

Sec. 27.06.170. Areas of shallow flooding (AO and AH zones).

Located within the areas of special flood hazard as described herein are areas designated as AO zones and AH zones. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. The following provisions apply:

(a) *In AO Zones.*

(1) All new construction and substantial improvements of residential structures,

including manufactured homes, shall have the lowest floor, including basement, elevated above the highest adjacent grade at least two (2) feet above the depth number specified in feet on the community's FIRM (at least three (3) feet if no depth number is specified).

(2) All new construction and substantial improvements of any commercial, industrial, or other non-residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as two (2) feet above the depth number specified in feet on the community FIRM (at least three (3) feet if no depth number is specified) or together with attendant utilities and sanitary facilities be completely floodproofed to that so that the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

(3) Adequate drainage paths shall be required around structures on slopes, in order to guide floodwaters around and away from proposed structures.

(b) *In AH Zones.*

(1) The specific standards for all areas of special flood hazard where base flood elevation has been provided shall be required as set forth in section 27.06.150.

(2) Adequate drainage paths shall be required around structures on slopes, in order to guide floodwaters around and away from proposed structures."

(Ord. No. 47-346, § 17, 2-13-07)

Sec. 27.06.180. Floodway.

Located within areas of special flood hazard as defined herein are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles, the following provisions shall apply:

(a) The community shall select and adopt a regulatory floodway based on the principle that the areas chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one (1) foot at any point.

(b) The community shall prohibit any encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(c) All new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions contained herein.

(d) In unnumbered A zones, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources as set forth herein".

(Ord. No. 47-346, § 18, 2-13-07)

Sec. 27.06.190. Recreational vehicles.

Recreational vehicles placed on sites within all unnumbered and numbered A Zones, AE, AH, and AO Zones on the FIRM shall either:

(1) Be on the site for fewer than 180 consecutive days, or

(2) Be fully licensed and ready for highway use; or

(3) Meet the permitting, elevation, and anchoring requirements for manufactured homes as set forth herein.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

(Ord. No. 47-346, § 19, 2-13-07)

Sec. 27.06.200. Variance procedures.

(a) The Floodplain Administrator shall hear and decide appeals and requests for variances from the floodplain management requirements of this ordinance. Applications for variance shall be in writing and on forms provided by the Administrator. A nonrefundable processing fee of one hundred dollars shall be paid to the Administrator at the time of the filing of a request for variance.

(b) The subdivision committee of the Metropolitan Area Planning Commission, the first Appeal Board, shall hear appeals from any decision or determination made by the Administrator in the enforcement or administration of this chapter. Such appeals shall be in writing and shall specify the grounds for appeal. Such appeals shall be filed with the secretary of the Metropolitan Area Planning Commission within thirty days of the decision or determination appealed from. The secretary of the Metropolitan Area Planning Commission shall fix a reasonable time for the hearing of appeals, giving notice to the appealing party or parties at least fifteen days prior to such hearing. Appeals shall be decided within a reasonable time. At appeal hearings, any party may appear in person, by agent or by attorney. The subdivision committee may reverse or affirm, in whole or in part or modify the decision or determination appealed from and may make such order, requirement, decision or determination as may be appropriate under the circumstances.

(c) Any person aggrieved by the decision or determination of the subdivision committee may appeal such decision or determination to the Metropolitan Area Planning Commission, the second Appeal Board. The procedure for such appeals shall be as set forth above in subsection (a) for appeals from decisions by the Floodplain Administrator.

(d) Any person aggrieved by the decision or determination of the Metropolitan Area Planning Commission may appeal such decision or determination to the city council, the third Appeal Board. The city council will review such decision or determination in the manner provided above for appeals from decisions by the Administrator, except that such appeals shall be filed with the city clerk and the notice to the appealing party or parties shall be provided at least five days prior to such hearing.

(e) In passing upon such applications for variances, the Administrator and Appeal Boards shall consider all technical data and evaluations, all relevant factors, standards specified in other sections of this ordinance, and the following criteria:

(1) Danger to life and property due to flood damage and erosion damage;

(2) Danger that materials may be swept onto other lands to the injury of others;

(3) Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(4) Importance of the services provided by the proposed facility to the community;

(5) Necessity of the facility of a waterfront location, where applicable;

(6) Availability of alternative locations, not subject to flood damage, for the proposed use;

(7) Compatibility of the proposed use with existing and anticipated development;

(8) Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(9) Safety of access to the property in times of flood for ordinary and emergency vehicles;

(10) Expected heights, velocity, duration, rate of rise and sediment transport of the flood water, if applicable, expected at the site; and,

(11) Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges;

(f) Variances may be issued for new construction and substantial improvement to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items one (1) through five (5) below have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(1) Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination, provided the proposed activity will not preclude the structure's continued historic designation.

(2) Variances shall not be issued within any designated floodway if any significant increase in flood discharge would result.

(3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(4) Variances shall only be issued upon: (a) showing of good and sufficient cause, (b) determination that failure to grant the variance would result in exceptional hardship to the applicant, and (c) determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(5) A community shall notify the applicant in writing over the signature of a community official that: (a) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as $25.00 for $100.00 of insurance coverage, and (b) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.

(Ord. No. xx-xxx, § 20, x-xx-12)

Sec. 27.06.210. Penalties.

Violation of the provisions of this chapter or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with granting of variances) shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than $500.00 for each such violation. Each day any such violation continues, shall be considered a separate offense. Nothing herein

contained shall prevent the City of Wichita or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation of this chapter.

(Ord. No. 47-346, § 21, 2-13-07)

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: Snack Contract for Summer of Discovery Program (Districts I and VI)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the contract.

Background: Summer of Discovery (SOD) is a weekly summer camp program offered for children ages 6-13. Camp is conducted at seven of the Recreation Centers and provides weekly summer activities for approximately 250-300 campers during the 10-week program. Camp hours are from 7:00 AM to 6:00 PM. In order to meet the required KDHE nutritional guidelines, it is necessary that the program offer each participant two snacks per day.

Analysis: A request for proposal (RFP) to provide snacks for the Summer of Discovery program was issued earlier this year. Via Christi Regional Medical Center was the only organization that submitted a proposal. A staff screening selection committee completed a financial analysis of the proposal and found that it is a fair and reasonable proposal. Individual snack prices were increased four cents per snack from 2011. The proposal submitted by Via Christi meets the RFP criteria in terms of qualifications, experience, references and pricing of snacks. The proposed contract will be for a term of one year with annual renewal options for an additional two years.

Financial Considerations: If camp registration meets the maximum capacity of 315 campers per week multiplied by 10 weeks, approximately 34,650 snacks will be needed to meet programming nutritional needs. Total cost to the City for the snack contract would be $24,255. The figure is a cumulative total that is budgeted to come from the $90 Summer of Discovery registration fee paid each week by participants.

Goal Impact: Quality of Life is impacted as the Park and Recreation Department meets nutritional guidelines set forth by the Kansas Department of Health and Environment. Children participating in the program enjoy the program more by having proper nutrition during programming hours.

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

Recommendations/Actions: It is recommended that the City Council: 1.) Approve the selection of Via Christi Regional Medical Center; and 2.) Authorize necessary signatures.

Attachments: Copy of the contract.

A G R E E M E N T
between
City of Wichita, Wichita, Kansas
and
Via Christi St. Joseph Regional Medical Center

THIS AGREEMENT made and entered into this 7th day of April, 2012, by and between the City of Wichita, Wichita, Kansas, for the Department of Park and Recreation as the Party of the First Part; hereinafter referred to as the **"Park Department"** and Via Christi St Joseph Regional Medical Center, Nutrition Services, as the Party of the Second Part; hereinafter referred to as **"Contractor"**.

WITNESSETH:

Whereas, the Park Department desires to provide snacks for participants of the Summer of Discovery program as described, and in accordance with Exhibit "A", which is attached hereto and incorporated herein by reference; and

Whereas, Contractor desires to provide said snacks as described, and in accordance with Exhibit "A", which is attached hereto and incorporated herein by reference;

Now, therefore, the parties hereto agree as follows:

SCOPE OF SERVICES AND CONDITIONS:

A. Contractor's Obligations:

1. Contractor will agree to provide snacks as directed by the

Park Department at the rate of $ .70 per snack, unit cost of snack includes delivery, to all Park Department sites as further described in Exhibit "B". Any price increases during the term on this contract must be approved by the Park Department.

2. A Comprehensive General Liability policy with limits not less than $500,000 per occurrence shall be procured and maintained by the Contractor that shall be written in a comprehensive form and shall protect Contractor against all claims arising from injuries to persons (other than employees) or damage to property of the Park Department or others arising out of any negligent act or omission of Contractor, its agents, officers, employees or subcontractors, in the performance of services under this Agreement. Contractor shall furnish the Park Department copies of all insurance policies or Certificates of Insurance relative to the insurance policies. Copies of all policies and certificates must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the Park Department shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

3. Contractor agrees to maintain books, documents, papers, accounting records and other evidence pertaining to work performed and payments made under this Agreement and to make such materials available at its place of business at reasonable times during the Agreement's period, and for three (3) years from the date of final payment under the Agreement for inspection by the Park Department or its authorized representative.

4. Contractor agrees to comply with all federal, state and local laws, ordinances and regulations applicable to the work, including TITLE VI of the Civil Rights Act of 1974, and to comply with the City of Wichita Affirmative Action Program as set forth in Exhibit "C" which is attached hereto and adopted by reference as though fully set forth herein.

5. Contractor shall indemnify and hold the Park Department harmless from and against any and all liability, loss, suits, claims, or demands of any kind or character for injuries and/or damages to persons and/or property, to the extent arising from or caused by the errors, omissions, or negligent acts of Contractor or its agents, servants, or employees in the performance of its services under this contract.

6. Contractor agrees to deliver all snacks to each location on a bi-weekly basis. Items requiring refrigeration will be delivered in coolers with all products properly iced down to insure proper temperatures. Contractor further agrees to provide and maintain all delivery equipment. Contractor agrees to provide all delivery staff, with said staff responsible for loading and unloading deliveries.

B. **Park Department Obligations:**

1. The Park Department agrees to pay the Contractor at the rates indicated above for said services, which will be, billed monthly by the Contractor. Billings are to include an itemized listing of snacks furnished during the month, and will be paid by the Park Department within fifteen (15) days of receiving said billing.

2. Park Department shall indemnify and hold the Contractor harmless from and against any and all liability, loss, suits, claims, or demands of any kind or character for injuries and/or damages to persons and/or property, to the extent arising

from or caused by the errors, omissions, or negligent acts of Park Department or its agents, servants, or employees in the performance of its services under this contract.

NO THIRD-PARTY BENEFICIARY:

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

TERM:

This Agreement shall be for a term beginning April 7th, 2012, and ending April 6th, 2013 with options to renew under this same terms and conditions for one (1) or two (2) year period by mutual agreement of both parties. This Agreement will be subject to cancellation upon fifteen- (15) days written notice by the Park Department and/or a thirty-(30) days written notice by Contactor.

ENFORCEABILITY:

No waiver by the Park Department or Contractor of any breach of any term, covenant or condition hereof shall be deemed to be a waiver of the same, or a subsequent breach of the same, or any other term, covenant or condition. No covenant, term or condition of this Agreement shall be deemed waived by the Park Department or Contractor unless waived in writing.

The Park Department and Contractor shall be entitled to specific performance and injunctive or other equitable relief for any breach of or any provision of

this Agreement, notwithstanding the availability of any adequate remedy at law, and each party hereby waives the right to raise such defense in a proceeding in equity.

INVALID PROVISIONS:

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition, or provision does not materially prejudice either the Park Department or Contractor in their respective rights and obligations contained in the valid covenants, conditions, or provisions in this Agreement.

KANSAS LAW TO GOVERN

This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted, and construed under and in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written. By signing this contract, the representative of the Contractor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

ATTEST:

Karen Sublett Date
City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

CITY OF WICHITA, KANSAS

Robert Layton, Date
City Manager

THE CITY OF WICHITA

Melinda A. Walker Date
Purchasing Manager

VIA CHRISTI REGIONAL MEDICAL CENTER NUTRITION SERVICES

Signature Date

Print Signature Name

Title *(President or Corporate Officer)*

Exhibit A

A. Contractor must comply with guidelines prescribed by the Kansas Department of Health and Environment, Regulations for School Age Program.

B. Contractor must be capable of providing snacks to the locations described in Exhibit B.

C. Contractor must be able to provide snacks in the following quantities: 2 snacks per day per each participant at each of the three designated locations. There will be a maximum of 270 participants at the three locations. The Summer of Discovery program will be in session Thursday, May 24, 2012 until Friday, August 10, 2012 in. The SOD program will not be in session Wednesday, July 4, 2012. Total number of days at Edgemoor and Orchard is 55, and Linwood is 48.

   Contractor may make deliveries twice weekly, or daily. Contractor must be able to supply snacks, in the quantities described, to each of the designated sites. Deliveries must be made before 8:00 a.m. if snacks are to be served that day.

   Storage at each site consists of one refrigerator and one cabinet, if the Contractor ever requests to go to one delivery per week, the Contractor will have to provide refrigerators and/or cabinets at each site as needed.

D. The Contractor is required to provide the Park Department a detailed daily menu for each of the 55 program days.

E. Contractor must provide all snack food items, in individually wrapped single servings.

F. Contractor must provide disposable, single-use table service that is of food grade and medium weight or heavier, and in numbers adequate for the snacks being served.

G. Contractor will allow each site to adjust snack quantities. A designated SOD representative will notify the Contractor within 7 days prior to a delivery date of any changes in the numbers of snacks needed.

H. Snack beverages may include milk, white or flavored, or a liquid concentrate to be mixed on site, or already made.

Exhibit B

Location	Address	Phone
Edgemoor Recreation Center	5815 E 9th St	688-9392
Linwood Recreation Center	1901 S Kansas	337-9191
Orchard Recreation Center	4808 W 9th St	337-9244

Exhibit C

NOTICE…NOTICE…NOTICE

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.

b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.

c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.

d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

e. EXEMPTED from these requirements are:

(1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).

(2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.

(3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars ($5,000.00) or less during the City fiscal year.

f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than $5,000.00.

NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: http://ep.wichita.gov . Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4508.

Agenda Item No. IV-4.

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council Members

SUBJECT: 2011 and 2012 Walking Paths and Exercise Systems (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council includes funding to develop and rehabilitate walking paths and outdoor exercise systems throughout the City in accordance with the Park, Recreation and Open Space (PROS) Plan, the strategic master plan for the City's park system, which was adopted by the City Council in November of 2008.

Analysis: This ongoing project will provide sidewalks, paths, trails and exercise stations in several regions, allowing more citizens access to these types of facilities. Parks to be developed with paths and/or exercise systems include Chisholm Creek, Evergreen, Orchard, Linwood, Edgemoor, Boston, Buffalo, McAdams, Osage, Fairmount, Aley, Riverside Connector system, Cypress, Pawnee Prairie and Wildwood. Additional parks may receive upgrades utilizing part of these funds if needed to supplement future grant awards or donations from other sources.

Financial Considerations: The 2011 CIP contains $200,000 and the 2012 CIP contains $150,000 for Walking Paths/Exercise Systems, totaling $350,000. The funding source is General Obligation Bonds.

Goal Impact: This project addresses the Quality of Life goal by improving a heavily-used pathway system.

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

Recommendation/Actions: It is recommended that the City Council 1) authorize initiation of project, 2) approve the Bonding Resolution, and 3) authorize all necessary signatures.

Attachments: Bonding Resolution

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO DEVELOP AND REHABILITATE WALKING PATHS/TRAILS AND OUTDOOR EXERCISE SYSTEMS THROUGHOUT THE CITY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, Material, and Equipment necessary for the construction and related improvements for sidewalks, paths, trails and exercise stations at Evergreen, Orchard, Linwood, Edgemoor, Boston, Buffalo, McAdams, Osage, Fairmount, Aley, Riverside Connector system, Cypress, Pawnee Prairie, Chisholm Creek, and Wildwood Parks. Additional parks may receive upgrades utilizing part of these funds if needed to supplement future grants, awards or donations.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed $350,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____ day of _____, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. IV- 5.

CITY OF WICHITA
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: Kingsbury Tract, Future Park Site Development (District VI)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the Bonding Resolution and Supplemental Agreement.

Background: Since 2004 sand mining operations have been carried out on the Kingsbury Tract, beginning with the northeastern portion of what will become a large recreational lake system. On September 11, 2007, the City Council authorized funding for design of a Master Plan for a future park at this site, and on June 6, 2008, approved a contract with a design team comprised of RDG Planning and Design (RDG), Cook Flatt and Strobel (CFS) and Applied Ecological Services (AES). In 2008 and 2009, the Kingsbury Park Master Plan was developed by this team and presented at a City Council Workshop on October 20, 2009. Mass grading, drainage and restoration plans and reports have been completed for 'Area A' and plans to proceed with 'Area B' are anticipated for 2012.

Analysis: The 2011-2020 approved Capital Improvement Program (CIP) contains funding in 2012 and 2013 to develop infrastructure plans for the future park. The 2012 CIP funds are earmarked for grading, drainage, staging and restoration plans for Area "B" as well as implementation services of the entire site (Area A and B) of the Kingsbury Tract. Area "B" is generally located north of Area A and north of the Brooks site (see attachment). A contract has been prepared in the amount of $281,300 to the RDG team to develop these documents. These plans will help guide development and the phasing timeline critical to coincide with the phasing of the sand mining so that the lake system will be developed correctly. Sand mining allows the City to "sculpt" the lake bottom in varying and unique configurations to accommodate a variety of different aquatic uses. With proper planning and design, the Kingsbury Tract will become a one-of-a-kind recreational venue for Wichita and the surrounding area.

Financial Considerations: The 2012 CIP provides $300,000 for Kingsbury Park.

Goal Impact: The initiation of this project will greatly enhance the Quality of Life for citizens of Wichita by increasing recreational opportunities. Kingsbury Park is being designed as a regional aquatic destination with exceptional facilities with a variety of uses.

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

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

Attachments: Bonding resolution, Location Map, and Supplemental Agreement with RDG Planning and Design.

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE KINGSBURY TRACT FUTURE PARK SITE DEVELOPMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Grading, drainage, staging and restoration plans for Area "B" as well as implementation services of the entire site (Area A and B) of the Kingsbury Tract Development Area.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed $300,000 exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____ day of _____, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

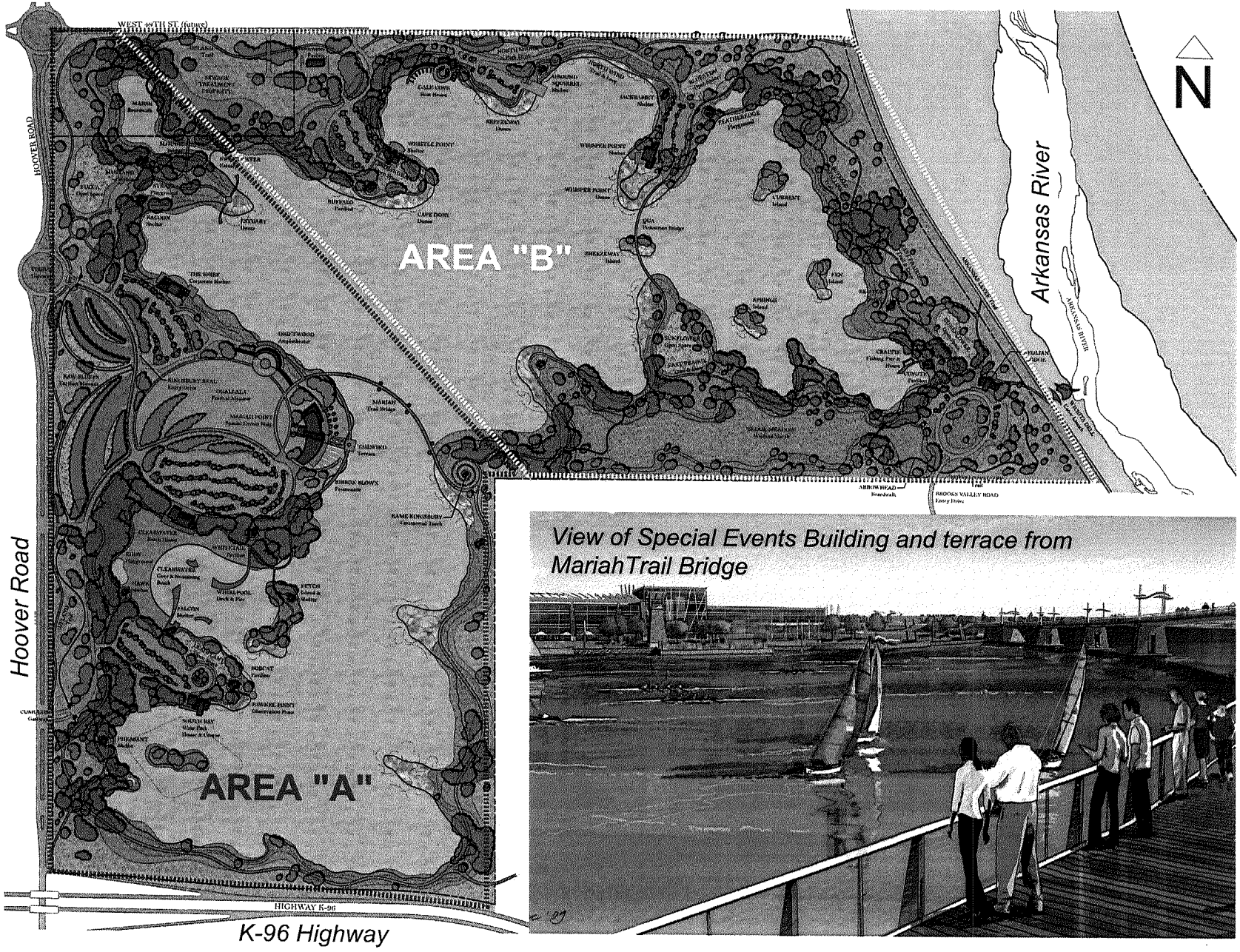
_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

KINGSBURY TRACT LOCATION MAP



CONTRACT FOR SUPPLEMENTAL AGREEMENT
FOR ARCHITECTURAL SERVICES

THIS AGREEMENT, Made and entered into this _____day of _____, 2012,

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

AND RDG IA Inc d/b/a
RDG Planning and Design,
hereinafter referred to as
"**LANDSCAPE ARCHITECT**"

WHEREAS, The **OWNER** is authorized by law to employ consulting architects and engineers to assist in the plans, supplemental specifications (if required) and the estimates of costs of work for the PROJECT, defined below; and

WHEREAS, the **OWNER** desires to have Mass Grading, Staging, and Restoration plans (AREA "B") prepared for Kingsbury Park hereinafter referred to as the "PROJECT"; and

WHEREAS, **LANDSCAPE ARCHITECT** wishes to provide professional services to the **OWNER** to do such evaluation, preparation of Mass Grading, Staging and Restoration plans (AREA "B"), and related services therefore:

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties agree as follows:

I. PURPOSE:

The **OWNER** employs the **LANDSCAPE ARCHITECT**, which agrees to perform all necessary professional services hereinafter set forth in connection with the "PROJECT" of the City of Wichita, to develop Mass Grading, Staging, and Restoration plans (AREA "B") for Kingsbury Park, located generally north of K-96 Highway and Hoover Road, Wichita, Kansas.

II. BASIC SERVICES:

The **LANDSCAPE ARCHITECT** shall render all architectural services necessary as set out in **EXHIBIT "A"** a copy of which is attached hereto and which is incorporated herein by reference.

III. THE LANDSCAPE ARCHITECT AGREES

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

B. To attend meetings with the **OWNER** and other local, State and Federal agencies as necessitated by the SCOPE OF SERVICES (Exhibit "A").

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

D. To save and hold **OWNER** harmless against all damages and losses for injuries to persons or property caused by negligent acts, errors, or omissions of **LANDSCAPE ARCHITECT**, its employees, or subcontractors occurring in the performance of its services under this Agreement.

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

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

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V and that such compensation shall be satisfactory and sufficient payment for all services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").

H. To complete the services to be performed by **LANDSCAPE ARCHITECT** within the time allotted for the PROJECT in accordance with Paragraph VI, Time of Completion; EXCEPT that the **LANDSCAPE ARCHITECT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER** or other agencies, or for other unavoidable delays beyond the control of the **LANDSCAPE ARCHITECT**.

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

J. **LANDSCAPE ARCHITECT** shall procure and maintain such insurance as will protect the **LANDSCAPE ARCHITECT** from damages resulting from the negligent acts of the **LANDSCAPE ARCHITECT**, its officers, and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than $1,000,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

Further, a comprehensive general liability policy shall be procured and maintained by the **LANDSCAPE ARCHITECT** that shall be written in a comprehensive form and shall protect **LANDSCAPE ARCHITECT,** and the **OWNER** as an additional insured, against all claims arising from injuries to persons (other than **LANDSCAPE ARCHITECT'S** employees) or damage to property of the **OWNER** or others arising out of any negligent act or omission of

LANDSCAPE ARCHITECT, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the **OWNER** before the time **LANDSCAPE ARCHITECT** starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the **OWNER** shall be given thirty (30) days written notice by the insurance company before such policy is canceled.

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

The designated Project Manager for **LANDSCAPE ARCHITECT** shall coordinate all aspects of this Project through the **OWNER'S** Project Manager. Any requests from any other staff agency, which would affect the **LANDSCAPE ARCHITECTS** time or expense relative to this Project, **MUST** be approved by the **OWNER'S** Project Manager.

IV. THE OWNER AGREES:

A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **LANDSCAPE ARCHITECT**. Confidential material so furnished will be kept confidential by the **LANDSCAPE ARCHITECT**.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the **LANDSCAPE ARCHITECT**, except as specified in EXHIBIT "A".

C. To pay the **LANDSCAPE ARCHITECT** for his services in accordance with the requirements of this Agreement.

D. To provide the right-of-entry for **LANDSCAPE ARCHITECT'S** personnel in performing field surveys and observations.

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

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

G. To save and hold **LANDSCAPE ARCHITECT** harmless against all damages and losses for injuries to persons or property cause by negligent acts, errors, or omissions of **OWNER**, its employees, or subcontractors occurring in the performance of its services under this Agreement.

V. PAYMENT PROVISIONS:

The **OWNER** agrees to pay the **LANDSCAPE ARCHITECT** for services rendered under this Agreement and as specifically detailed in **EXHIBIT "A"**, a total fee established as follows:

A. For the complete mass grading, staging and restoration plans including landscape architectural, architectural, civil engineering services, and site restoration services, and other related items including those items identified in SCOPE OF SERVICES, EXHIBIT "A" a single stipulated lump sum fee of Two Hundred and Eighty One Thousand Three Hundred Dollars ($281,300.00) which shall constitute complete compensation for the services. This is an inclusive fee and all reimbursable expenses are included.

B. Payments are payable to the **LANDSCAPE ARCHITECT** within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the **LANDSCAPE ARCHITECT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the **LANDSCAPE ARCHITECT** under this Agreement are contingent upon payment of fees by the **OWNER**. The **OWNER** shall reimburse the **LANDSCAPE ARCHITECT** for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.

C. When requested by the **OWNER,** the **LANDSCAPE ARCHITECT** will enter into an additional Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. **LANDSCAPE ARCHITECT** serving as a witness for the **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this Agreement.

3. Construction staking, material testing, observation and administration related to the PROJECT but not encompassed in this Agreement.

4. A major change in the SCOPE OF SERVICES for the PROJECT.

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

E. If services are rendered by the **LANDSCAPE ARCHITECT** for the PROJECT or portions of the PROJECT, but the **OWNER** elects to cancel the PROJECT or portions thereof the **LANDSCAPE ARCHITECT** shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completed at the time of the notice of cancellation or termination.

F. This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

VI. TIME OF COMPLETION:

The **LANDSCAPE ARCHITECT** agrees to complete all Phases of this PROJECT as follows:

A. Tasks One, Task Two and Task Three will be completed within One hundred eighty (180) working days from the date of approval of the Agreement pending availability of **OWNER** and staff. Task Four – Implementation will be completed at the request of the **OWNER** over a two year period from the date of approval of the Agreement.

B. The **OWNER** agrees to cooperate with the **LANDSCAPE ARCHITECT** in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the **OWNER** agrees to furnish promptly to the **LANDSCAPE ARCHITECT** upon written request any approvals and instructions required to be given by the **OWNER** to the **LANDSCAPE ARCHITECT** under the terms of the Agreement.

VII. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the **OWNER** to terminate this Agreement, upon fourteen days prior written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the **LANDSCAPE ARCHITECT'S** inability to proceed with the work, or because the services of the **LANDSCAPE ARCHITECT** are unsatisfactory; PROVIDED, however, that in any case the **LANDSCAPE ARCHITECT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, in no case shall payment be more than the **LANDSCAPE ARCHITECT'S** actual costs plus a fee for profit based upon a fixed percentage of the **LANDSCAPE ARCHITECT'S** actual costs. The **LANDSCAPE ARCHITECT** may terminate this Agreement upon giving the OWNER 14 days prior written notice for breach by the OWNER of any material term, including but not limited to payment terms.

B. That the field notes and other pertinent final drawings and final documents pertaining to the PROJECT shall become the property of the **OWNER** upon completion or termination of the **LANDSCAPE ARCHITECT'S** services and payment in full of monies due the **LANDSCAPE ARCHITECT**, in accordance with this Agreement. The **OWNER** shall not re-use or make any modification of the plans and specifications without the prior written authorization of the **LANDSCAPE ARCHITECT**. The **OWNER** agrees to indemnify and hold the **LANDSCAPE ARCHITECT** harmless from all claims, liability or cost, including reasonable attorney fees and defense costs, which arise out of such further use without the participation of the **LANDSCAPE ARCHITECT**.

C. That the services to be performed by the **LANDSCAPE ARCHITECT** under the terms of this Agreement are personal and cannot be assigned sublet or transferred without specific consent of the **OWNER**. The **OWNER** shall not assign or transfer rights or interest in this Agreement without specific consent of the **LANDSCAPE ARCHITECT**.

D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the **OWNER**, provided, however, that the **LANDSCAPE ARCHITECT** shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this Agreement shall be binding upon the parties hereto and their successors and assigns.

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

G. The rights and remedies of the **OWNER** and the **LANDSCAPE ARCHITECT** provided for under this Agreement are in addition to any other rights and remedies provided by law.

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

I. Unless otherwise stipulated in this Agreement, all subcontractors retained to assist **LANDSCAPE ARCHITECT** in performing his duties will be paid by the **LANDSCAPE ARCHITECT**.

J. The **LANDSCAPE ARCHITECT** agrees to employ structural, mechanical, civil, and electrical engineers, if necessary, as determined by the **LANDSCAPE ARCHITECT** and **OWNER** jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses.

K. Special Consultants or Subcontractors are those who provide services other than those provided by the **LANDSCAPE ARCHITECT**. If it is requested that any Special Consultants or Subcontractors be retained on the **OWNER'S** behalf, their charges will be paid separately and directly by the **OWNER**. Invoicing and payment shall be arranged separately between the **OWNER** and the Special Consultants or Subcontractors.

L. If a firm or firms are separately engaged by the **OWNER** to work under the general direction of the **LANDSCAPE ARCHITECT**, the **LANDSCAPE ARCHITECT** shall have no responsibility for the technical sufficiency of the services of such separately engaged firms.

M. It is further agreed that this Agreement shall be governed by the laws of the State of Kansas, with venue in any court of record in Sedgwick County Kansas.

N. Unless otherwise provided in this Agreement, the **LANDSCAPE ARCHITECT** and employees, or subcontractors shall have no responsibility for the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. In the event that the **LANDSCAPE ARCHITECT** or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the **LANDSCAPE ARCHITECTS'** services, the **LANDSCAPE ARCHITECT** may, at its option and without liability for consequential or any other damages, suspend performance of services on the **PROJECT** until the **OWNER** retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

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

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

RDG IA Inc d/b/a RDG Planning and Design

_____
Karen Sublett
City Clerk

by_____
Patrick F. Dunn, ASLA, LEED® AP
Partner

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

EXHIBIT "B"

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

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

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

RDg...
PLANNING ● DESIGN

EXHIBIT A

SCOPE OF SERVICES
GRADING, STAGING, AND RESTORATION PLANS (AREA B)
FOR KINGSBURY PARK
FOR THE CITY OF WICHITA DEPARTMENT OF PARK AND RECREATION

General

The Kingsbury Park Master Plan was developed in 2009 for the 420-acre Kingsbury Park by the Design Team (LANDSCAPE ARCHITECT) comprised of RDG Planning and Design (RDG), Cook Flatt and Strobel (CFS) and Applied Ecological Services (AES). This team will be responsible to produce and develop GRADING, STAGING, and RESTORATION PLANS (AREA B) for Kingsbury Park, totaling approximately 200 acres. The work completed in Area A previously by this team totaled approximately 220 acres. These plans will take the approved master plan to a more detailed level to provide the necessary guidance and direction for current sand mining and future park development. Furthermore, the approach and scope of the project will generally follow the Kingsbury Park Master Plan presented and approved by the City Council Workshop in October 2009. The sand mining operation by Cornejo Materials Inc., LLC, (Cornejo) is currently under a lease agreement with the City of Wichita, to build and shape 200 acres of lakes for park development.

The following will be provided by the LANDSCAPE ARCHITECT and the sub-consultants:

A. **Task One:** Project Coordination.

1. The LANDSCAPE ARCHITECT will coordinate all aspects of the consulting team's work and all client-consultant communications.

2. The LANDSCAPE ARCHITECT will conduct biweekly meetings via WebEx to coordinate the design portion of the project.

    a) These meetings will be held at each respective office via the computer and telephone. Attending will be the City of Wichita and the design team leaders.

3. Team Meeting 1 - Kickoff Meeting and Review. The LANDSCAPE ARCHITECT will conduct a Kickoff Meeting in Wichita with City of Wichita staff and Cornejo. This meeting is expected to take a full day. Agenda items will include:

    a) Discuss current mining progress on site.
    b) Review of Concept Grading Plan for Area B.
    c) Utility conflicts and gas line restrictions and challenges.
    d) Filling along the levee concerns and restrictions.
    e) Proposed sanitary treatment plant plans and update.
    f) Drainage plan considerations.
    g) Restoration plan considerations.

B. **Task Two:** Prepare Mass Grading and Drainage Plan for Area B.

1. Based on approved concept grading plan from previous work efforts and discoveries made at the Kickoff Meeting, the LANDSCAPE ARCHITECT will prepare final mass grading plans at a 1"=50' scale. The completed plans will be used to stake grading improvements and shoreline configuration. Plans will include, but are not limited to:

   a) Information for placement of overburden material from mining operations.
   b) Conceptual information for final grading.
   c) Grading improvements when mining operations are complete.
   d) Shoreline configuration, both above and below the water surface.
   e) Concepts to incorporate drainage plan elements into the grading plan

Plans are intended to be used to complete mass grading of the site by the mining operator (Cornejo) and to serve as the base for developing biddable grading plans and packages for a contractor after mining operations are complete. This plan will also serve as a concept to develop the final improvements such as streets, trails, paving, buildings, bridges, structures, utilities, and finished grades. The plan will be submitted in paper form as well as AutoCAD drawing files or DXF/DXB files, as applicable. Text fonts other than standard AutoCAD drawing files are to be included with drawing files.

2. LANDSCAPE ARCHITECT will prepare a drainage plan that will serve the park until final drainage ways and structures can be placed. Plans will include, but are not limited to:

   a) A concept plan for drainage ways and structures based on future development of the park. Locations of drainage ways and structures will be incorporated into the grading plan.
   b) Hydrologic and hydraulic analysis to size drainage improvements.
   c) Best management practices to preserve water quality of the lakes and to enhance the natural park setting.
   d) Interim storm water treatment best manage practices that will be effective during the interim period of the site and that will also integrate into the future plans for Kingsbury Park. Plans will include erosion control measures for both Area A and B.
   e) Preliminary plans to reconfigure the detention pond capturing runoff from the Brooks Landfill once the landfill is closed.
   f) Analysis and preliminary plans to manage stormwater runoff in the vicinity of the levee.

3. LANDSCAPE ARCHITECT will prepare a will prepare a supplement section for Phase B to be added to the Drainage Report completed for Phase A.

4. Team Meeting 2 – LANDSCAPE ARCHITECT will conduct a team workshop with City Staff in Wichita. Agenda items will include:

   a) Presentation of Draft Grading Plans.
   b) Presentation of Draft Drainage Plans.
   c) Discussion of Phasing and Staging Strategies.
   d) Discussion of Restoration Strategies.

5. It is our understanding that the mining operator Cornejo holds all permits for mining and mass grading operations and permitting applications is not a part of the scope of services. Also, a general review of the concerns and issues of placing fill behind the Arkansas River will be completed: however, applications and analysis for permitting for placement of fill behind the levee of the Arkansas River are not included in the scope of services.

C. **Task Three:** Phasing and Staging Plan for Topsoil and Overburden Restoration (Area B).

1. LANDSCAPE ARCHITECT will prepare an effective staging plan for mass grading operations, with the intention of minimizing excessive hauling of overburden material. Staging plan will include, but is not limited to:

   a) Staging the construction of drainage ways and potential structures.
   b) The development and use of specific areas of the park prior to completion of mining operations.
   c) Topsoil quantities needed to be stockpiled and quantified for future use at the park.
   d) Excess topsoil staging locations for use off-site or as a revenue source for the park improvements.
   e) Estimated calculations for existing overburden material and embankment material for the park development.
   f) Phasing of earthwork operations and material placement. Note: Staging plans for earthwork operation will be developed, and may be incorporated into the mass grading plans.

2. LANDSCAPE ARCHITECT will develop a restoration plan drawing and written document that outlines the proposed restoration for the site, including, but not limited to:

   a) Recommended phasing, as agreed upon previously, including finalization of vegetation zones and restoration units.
   b) Identification of harvest sites for plant materials, including dry, mesic, and wet prairie, and emergent marsh: including probable species obtained in harvested material, matched to the restoration zones in the plan.
   c) Proposed potential staging options, such as an on-site nursery for targeted plans, an emergent wetland bed location, a storage area for woody plants, including willow and dogwood stakes. An Opinion of Probable Cost for the restoration of this project. It is intended that the plan and document will serve as the base for developing biddable restoration plans for a contractor.
   d) Recommended prequalifications for a restoration contractor, able to complete the restoration package in a quality manner.

3. Team Meeting Three - LANDSCAPE ARCHITECT will meet with City Staff in Wichita to review the following:

   a) 90% Mass Grading and Drainage Plan for comment. Comments discussed and provided will be incorporated into the 100% Mass Grading and Drainage Plan.
   b) Draft phasing and staging plan (to be confirmed with the Mining operator). Comments discussed and provided will be incorporated into the Phasing Plan which may fold into the 100% Mass Grading Plans.
   c) 90% restoration plans for the entire site.
   d) Comments discussed and provided will be incorporated into a final Restoration Plan.

D. **Task Four:** Implementation

1. The initial implementation period is projected for up to a two year time period. Work items in this Task Four will be provided to the City on an on-call basis.

2. The design team will conduct quarterly coordination meetings in Wichita. These meetings are intended to keep communication open between the mining contractor, The City of Wichita and the design team.

   a) Regular updates on mining progress.
   b) Projections for future mining.

c) Needs for and scheduling of construction staking and observation.
d) Vegetation restoration progress.
e) Changes in plans or progress.

3. The design team will provide construction staking, mining observation, and restoration consultation at the request of the City of Wichita.

Fees

LANDSCAPE ARCHITECT proposes to provide the services described in the above Scope of Services Tasks One, Two and Three for a phased fixed fee. This fee includes all reimbursable expenses.

LANDSCAPE ARCHITECT proposes to provide the services described in the above Scope of Services Task 4 – Implementation on a daily rate as outlined below to a maximum total not to exceed $80,000, which has been included as an allowance to this scope:

1.	Quarterly Coordination Meeting	$8,400 each
	a) All professional disciplines represented in Wichita	
2.	Landscape Architect – one professional	$2,850 per day
3.	Mining Monitoring	$ 350 per half day
4.	Mining Monitoring	$ 700 per full day
5.	Civil Construction Staking	$ 955 per half day
6.	Civil Construction Staking	$1,910 per full day
7.	Ecologist Site Staking or Inspection	$1,550 per day
8.	Ecologist Construction Oversight Meeting	$2,600 per day
9.	Ecologist Oversight –one professional	$3,500 per day

Summary of Fees by Task

A.	Task One – Project Coordination	$ 29,800
B.	Task Two – Prepare Mass Grading and Drainage Plan for Area B	$111,500
C.	Task Three – Phasing and Staging Plan for Topsoil and Overburden Restoration (Area B)	$ 60,000
D.	Task Four – Implementation - allowance	$ 80,000
	Total	$281,300

Schedule

LANDSCAPE ARCHITECT will provide the scope items Task One through Task 3 in 180 days.
LANDSCAPE ARCHITECT will provide the scope items Task 4 – Implementation over a 1 to 2 year time period.

Additional Services

The following items are not included in this Scope of Services and may be provided as an Additional Service:

1. Additional items under Task Four as outlined above.

2. Preparation of permit applications or permit fees to the Corps of Engineers, City of Wichita, or State of Kansas.

Agenda Item No. IV-6.

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council Members

SUBJECT: Buffalo Park (District V)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council includes a project to design and construct improvements in Buffalo Park, located on the east side of Maize Road, south of Central. Planned improvements include a new splash pad, restrooms, walking paths, parking lot expansion, and renovation of the existing fishing pond, as well as other related park items.

Analysis: A splash pad will be the first water play-based outdoor park attraction in District V. With the addition of the splash pad, it will be necessary to build a free standing restroom, improve the walking paths, and expand the parking lot to handle the increased visitor load this facility will create. The fishing pond was drained in 2011 to address leakage and eradicate an invasive water plant. Redesign and reconstruction of the pond is anticipated to correct these issues, as well as improve the overall function of the park. Funds budgeted in 2011 will provide for design, with construction funding in 2012 and 2013.

Financial Considerations: The 2011 CIP budget is $100,000 for this project. The funding source is General Obligation Bonds.

Goal Impact: This project addresses the Quality of Life goal by designing a splash pad and other related park improvements in the west portion of the City.

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

Recommendation/Actions: It is recommended that the City Council 1) authorize initiation of project, 2) approve the Bonding Resolution, and 3) authorize all necessary signatures.

Attachments: Bonding Resolution

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE DESIGN AND IMPROVEMENTS AT BUFFALO PARK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, Material, Equipment necessary for the design and construction of a new interactive splash pad, restrooms, walking paths, parking lot expansion and the renovation of existing fishing pond, as well as other related park items.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed $100,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____ day of _____, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: Botanica Expansion Project (District VI)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Authorize initiation of funding and approve the bonding resolution.

Background: The Botanica Expansion Project began on February 9, 2010 with the City Council approval of Bonding Resolution 10-031. The resolution provided $1,560,000 of City funds along with $3.2 million of private funds to construct the Downing Children's Garden and improvement of amenities. Now that the Downing Children's Garden is completed, the expansion project continues by adding additional space to the main building.

The expanded space will include an events center of approximately 7,000 sq ft of space that will allow for additional activities including children's education, weddings, and additional rentals. The expansion will include restrooms, a catering kitchen, staff offices and storage. For 25 years, staff has been housed in a portable building donated by USD 259. The building has deteriorated and needs to be removed. The expansion will be connected to the north side of the main building.

Analysis: The additional space will help meet the demand for children's education programs, which has sharply increased since the opening of the Downing Children's Garden. Botanica also provides in-kind rentals to garden clubs and other organizations. The additional space will help resolve scheduling conflicts and increase revenues benefiting Botanica.

The Bonding Resolution has been amended to include the following changes:

- Provide funding to cover the costs of labor, materials, and equipment for an events center.
- Increase the total amount of the Botanica Expansion Project by $1,150,000: from $4,760,000 to $5,910,000.
- Increase the total amount of authorized funding provided by the City by $1,150,000: from $1,560,000 to $2,710,000.

Financial Considerations: The Adopted 2011-2020 Capital Improvement Plan includes the additional $1,150,000 in City General Obligation Bond funding, budgeted in 2012 and 2013.

Goal Impact: This completed project will greatly enhance the Quality of Life for citizens of Wichita by increasing learning and recreational opportunities.

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

Recommendation/Action: It is recommended that the City Council 1) authorize initiation of 2012 and 2013 Capital Improvement Plan funding, 2) approve the Amended Bonding Resolution, and 3) authorize all necessary signatures.

Attachment: Amended Bonding Resolution

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AMENDING SECTIONS 1 AND 2 OF RESOLUTION NO. 10-031 OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE CONSTRUCTION AND IMPROVEMENTS OF AMENITIES AT BOTANICA, THE WICHITA GARDENS, AND REPEALING THE PRIOR VERSIONS OF SUCH SECTIONS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That Section 1 of Resolution No. 10-031 of the City of Wichita, Kansas is hereby amended to read as follows:

"SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, material, equipment, and other costs for the construction of a connecting road to the shelter area of Sim Park; resurfacing of the Sim Park Road; a plaza and fencing connecting the current garden with the new garden; a children's garden education building and the installation of utilities for the children's garden, and an events center."

SECTION 2: That Section 2 of Resolution No. 10-031 of the City of Wichita, Kansas is hereby amended to read as follows:

"SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed $5,910,000 exclusive of the costs of interest on borrowed money with $3.2 million to be paid from private funds raised by Botanica Inc. for the Downing Children's Garden and $2,710,000 paid by the City. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K. S. A. 12-689."

SECTION 3: That the original Sections 1 and 2 of Resolution No. 10-031, as they heretofore existed, are repealed and replaced by the amended versions set forth above, and Resolution No. 10-031 otherwise remains in effect as originally adopted.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____day of _____, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. II-4a.

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Miranda Lambert) (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, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Miranda Lambert April 14, 2012 7:00 am – April 15, 2012 2:00 am

- William Street, St. Francis Street to Commerce Street.
- Waterman Street, St. Francis Street to Emporia Street – West bound lane.

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 the special event.

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.

Agenda Item No. II-4b.

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Tom Petty)
(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, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Tom Petty April 26, 2012 7:00 am – April 27, 2012 2:00 am

- William Street, St. Francis Street to Commerce Street.
- Waterman Street, St. Francis Street to Emporia Street – West bound lane.

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 the special event.

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.

Agenda Item No. II-4c.

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Wichita Heart Walk and 5K Run (Districts I, IV and VI)

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 Clark Ensz, Clark Ensz, 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:

Wichita Heart Walk and 5K Run May 2, 2012 6:00 pm – 7:30 pm

- Douglas Avenue, Water Street to Waco Avenue
- Douglas Avenue, Waco Street to McLean Boulevard
- McLean Boulevard, Douglas Avenue to Second Street
- McLean Boulevard, Second Street to Seneca Street
- Seneca Street, McLean Boulevard to Central Avenue
- Stackman Drive, Central Avenue to Murdock Street
- Murdock Street, Stackman Drive to Nims Street
- Nims Street, Murdock Street to Central Avenue
- Stackman Drive, Faulkner Street to Murdock Street
- Central Avenue, Nims Street to Seneca Street

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.

Agenda Item No. II-4d.

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Tallgrass VI-X Street Party (District VI)

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 Tom Middlestadt, Tallgrass Film Association is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Tallgrass VI-X Street Party April 21, 2012 7:00 am – 11:59 pm

- First Street, Broadway Avenue to Topeka Street

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
April 3, 2012

TO: Mayor and City Council

SUBJECT: 2011 ASR Accounting Model (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve agreement.

Background: On August 8, 2005, the Division of Water Resources approved the water appropriations for the Equus Beds Aquifer Storage and Recovery (ASR) Project. Those appropriations included a number of conditions, including an Annual Accounting Model Report and an Annual Report.

Analysis: The Equus Beds ASR project is the first of its kind in Kansas, and one of the conditions placed on the project by the Chief Engineer of the Division of Water Resources (DWR) was the use of a hydrologic computer model to determine the amount of recharge credits available for appropriation. This model was developed by Burns and McDonnell Engineering to show all of the water uses in the project area and account for all of the components necessary for DWR to allocate water appropriations for the ASR project. The DWR requires that the model be run and a report submitted by June 1 of each calendar year. This year will be the sixth year that the model has been run and reports submitted. At this time Burns and McDonnell is the only resource available to perform this task. Beginning in 2013, a new United States Geological Survey model of the Equus Beds Wellfield will be available and a Request for Proposals will be initiated for future reports.

Financial Considerations: The cost to run the model and prepare the reports will not exceed $76,664. Staff has reviewed this cost and found it is consistent with historic costs for this work. Funding is available in the Production and Pumping Operating Budget. The funding source is the Water Utility.

Goal Impact: This project will ensure the Efficient Infrastructure goal by providing reliable, compliant and secure utilities and will help assure that adequate water supplies are available for future customers.

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

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

Attachments: Agreement.

Burns & McDonnell
SINCE 1898

March 9, 2012

Ms. Deb Ary
City of Wichita Kansas
1815 West Pine
Wichita, KS 67203

Re: City of Wichita
Professional Engineering Services for
2011 Accounting Model & Annual Report

Dear Ms. Ary:

In accordance with your request of February 17, 2012, we are pleased to submit our proposal for engineering services on the referenced Project as follows:

PROJECT

2011 Aquifer Storage & Recovery Accounting Model and Annual Report.

SCOPE OF SERVICES

The following is our understanding of the Scope of Services to be provided by Burns & McDonnell Engineering Company, Inc., (hereinafter BMCD) for the City of Wichita, Kansas (hereinafter Client).

A. Complete modeling and accounting credit analysis, generate accounting model and annual report, and develop operational guidelines for recharge credit recovery as described in Exhibit A.

RESPONSIBILITIES OF CLIENT

It is our understanding Client shall provide the following:

A. Assistance by placing at BMCD's disposal all available information pertinent to the assignment, including previous reports and any other data relative thereto. BMCD shall rely on information made available by Client as accurate without independent verification.

9400 Ward Parkway • Kansas City, MO 64114-3319
Tel: 816 333-9400 • Fax: 816 333-3690 • www.burnsmcd.com

DELIVERABLES

A. Client will be provided the deliverables as stated under Scope of Services.

B. All documents prepared by BMCD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other project except by agreement in writing and with appropriate compensation to BMCD.

C. Any reuse, extension, or completion by Client or others, without written verification, adaptation, and permission by BMCD for the specific purpose intended shall be at Client's sole risk and without liability or legal exposure to BMCD. Furthermore, Client shall, to the fullest extent permitted by law, indemnify and hold harmless BMCD from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle BMCD to further compensation at rates to be mutually agreed upon by Client and BMCD.

TIME OF SERVICE

A. BMCD will proceed with providing the services set forth herein upon the execution of this Agreement. It is anticipated that these services will be completed on or around December 31, 2012.

B. Completing the services within the above time frame is contingent upon timely receipt of required information, approvals, reviews, etc.

COMPENSATION

A. Amount of Payment

1. For services performed, Client shall pay BMCD the sum of amounts determined as follows:

   a. For time spent by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form

BMR1012. Such rates include overhead and profit. The schedule is effective to December 31, 2012, and shall be revised thereafter.

b. For expenses incurred by BMCD, such as authorized travel and subsistence including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to BMCD plus 10 percent.

c. For normal computer usage, computer-aided drafting (CAD), telephone, fax, photocopy and mail services, a technology charge in accordance with the "Schedule of Hourly Professional Service Billing Rates" in effect at the time the service is provided. Specialty items are not included in the technology charge. For reproduction, printing and binding of documents, and vehicle and testing apparatus usage, amounts as determined from BMCD's schedule of rates in effect at the time the service is provided.

2. Total payment for the Scope of Services described herein shall not exceed Seventy-Six Thousand Six Hundred Sixty-Four Dollars ($76,664.00) without written approval of Client.

B. Invoices: See Notes on the attached "Schedule of Hourly Professional Service Billing Rates," Form BMR1012.

TERMS AND CONDITIONS

The attached Terms and Conditions for Professional Services, AE-4 KCO TC.doc, is incorporated and made a part of this Agreement.

We appreciate the opportunity to present this proposal. If it is acceptable, please sign it, in addition to the attached Terms and Conditions, and return one copy for our file.

Sincerely,

Peter D. Zanoni, P.E.
Vice President, Infrastructure Group

Paul McCormick, P.E.
Project Manager

ACCEPTED:

CITY OF WICHITA, KANSAS

By: _____

Title: _____

Date: _____

Exhibit A -

2011 Accounting Model &
Annual Report Cost Estimate
City of Wichita, Kansas

Task No.	Activity Description	17 Prin II	16 Prin I	15 Assoc II	14 Assoc I	13 Senior II	12 Senior I	11 Staff II	10 Staff I	9 Asst. III	8 Asst. II	7 Asst. I	Hours Subtotal	B&McD Labor Cost	Distributed Expense Cost	Total Task Cost
		Total Labor-Hours												Total Costs		
	2011 Accounting Model & Annual Report															
1	Update Accounting Model with 2011 Data															
a	Evaluate, manipulate & import 2011 DWR pumping data	-	-	-	8	-	-	-	-	-	-	-	8	$ 1,480	$ 159	$ 1,639
b	Evaluate, manipulate & import 2011 City of Wichita pumping & recharge data	-	-	-	4	-	-	-	-	-	-	-	4	$ 740	$ 20	$ 760
c	Evaluate, manipulate & import 2011 USGS streamflow data	-	-	-	4	-	-	-	-	-	-	-	4	$ 740	$ 40	$ 780
d	Evaluate, manipulate & import 2011 precipitation data	-	-	-	4	-	-	-	-	-	-	-	4	$ 740	$ 40	$ 780
2	Calibrate 2011 Accounting Model															
a	Evaluate, manipulate & import 2011 Index Well data for calibration	-	-	-	8	-	-	-	-	-	-	-	8	$ 1,480	$ 80	$ 1,560
b	Complete complete multiple model runs to calibrate to 2011 data	-	-	-	40	-	-	-	-	-	-	-	40	$ 7,400	$ 398	$ 7,798
3	Run 2011 Accounting Model															
a	Set up, run, export index cell data, & evaluate model with 2011 recharge	-	-	-	8	-	-	-	-	-	-	-	8	$ 1,480	$ 80	$ 1,560
b	Set up, run, export index cell data, & evaluate model without 2011 recharge	-	-	-	8	-	-	-	-	-	-	-	8	$ 1,480	$ 80	$ 1,560
4	Analyze model data															
a	Import & calculate water budget from model runs	-	-	-	16	-	-	-	-	-	-	-	16	$ 2,960	$ 159	$ 3,119
b	Complete & evaluate Index Cell inflow & outflow calculations	-	-	-	24	-	-	-	-	-	-	-	24	$ 4,440	$ 239	$ 4,679
c	Translate water budget data to Index Cell spreadsheet	-	-	-	8	-	-	-	-	-	-	-	8	$ 1,480	$ 80	$ 1,560
d	Evaluate Index cell flows for recharge credit allowances	-	-	6	24	-	-	-	-	-	-	-	30	$ 5,610	$ 299	$ 5,909
e	Calculate recharge credits & generate spreadsheet results	-	-	6	8	-	-	-	-	-	-	-	14	$ 2,650	$ 139	$ 2,789
5	Prepare 2011 Accounting Model & Annual Report for City review															
a	Generate 2011 accounting and annual figures	-	-	-	24	-	-	-	-	12	-	-	36	$ 5,892	$ 418	$ 6,310
b	Generate 2011 accounting and annual report text	-	-	-	24	-	-	-	-	-	-	4	28	$ 4,752	$ 338	$ 5,090
c	Collate supporting appendix data	-	-	-	16	-	-	-	-	-	-	4	20	$ 3,272	$ 199	$ 3,471
d	Publish and submit 8 copies of Final 2011 Accounting Report	-	-	4	24	-	-	-	-	-	-	4	32	$ 5,532	$ 1,994	$ 7,526
6	Meetings to review model updates and results															
a	Meet with DWR, City, GMD	-	-	20	20	-	-	-	-	-	-	-	40	$ 7,600	$ 871	$ 8,471
7	Project Management and QA/QC	-	-	12	40	-	-	-	-	8	-	-	60	$ 10,708	$ 597	$ 11,305
	Total - 2011 Accounting Model Report	**0**	**0**	**48**	**312**	**0**	**0**	**0**	**0**	**20**	**0**	**12**	**392**	**$ 70,436**	**$ 6,228**	**$ 76,664**
	Total - Maximum Not-To-Exceed	**0**	**0**	**48**	**312**	**0**	**0**	**0**	**0**	**20**	**0**	**12**	**392**	**$ 70,436**	**$ 6,228**	**$ 76,664**

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Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	$ 58.00
Technician *	6	66.00
Assistant *	7	78.00
	8	111.00
	9	121.00
Staff *	10	134.00
	11	150.00
Senior	12	161.00
	13	172.00
Associate	14	185.00
	15	195.00
	16	200.00
	17	207.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25%.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. A technology charge of $9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD), long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
7. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2012, and are subject to revision thereafter.

Form BMR1012

Burns & McDonnell
SINCE 1898

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: 2011 Accounting Model & Annual Report

Client: City of Wichita, Kansas

Date of Letter, Proposal, or Agreement: March 9, 2012

Client Signature: _____

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMCD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of $1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of $1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY– LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed $100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and

(continued on reverse side)

design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS
Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION
In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES
A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES
Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION
Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION
A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES
A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW
This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT
BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT
These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY
Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

GENERAL SPECIFICATIONS

BID FORMS

Unless bidding on-line, all bids MUST be submitted on the enclosed "Request For Quotation" form and signed by an officer or employee authorized to sign bids. Any exceptions, to the specifications, terms and/or other conditions concerning the bid, must be noted on the front of the "Request For Quotation" form to be considered. The "Request For Quotation" form is to be submitted in the enclosed pre-address envelope.
Bidders are requested to submit current literature or brochures relating to their bid.

LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

BILLING TERMS

Discounts for prompt payment will be considered in the evaluation of your bid. The discount time will not begin until the City receives all of the commodities or services. If testing is required, the discount time will begin upon completion of the testing. Billing terms must be noted on the bid form to consider the deduction in the award.

CONTRACT

The successful bidder agrees to enter into a contract with the City, and when required, as per specifications, to furnish a Certificate of Insurance.

EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all bidders to include emerging and disadvantaged business participation in their bid.

ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate prior to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made before the certificate is issued.

RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

FEDERAL EXCISE TAX

The article specified in this bid are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Quotation" form, they are used to evaluate the bid only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

AWARD

The City, through its Purchasing Manager reserves the right to accept or reject any or all bids and any part of parts of any bid and to waive formalities therein to determine which is lowest and best bid. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the bid. All bids are awarded subject to a check of the computations shown on the "Request For Quotation" form or the on-line bid. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

In the event of a tie bid, the Purchasing Manager will make the determination as to the successful Vendor.

ALL UNSIGNED "REQUEST FOR QUOTATION" FORMS WILL BE REJECTED UNLESS BIDDING ON-LINE.

THE AWARD WILL BE BASED ON THE LOWEST AND BEST TOTAL NET BID.

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: Emergency Procurement ASR – Cross Connect Strainer (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the emergency procurement and design contract for a cross connect strainer for the Aquifer Storage and Recharge Project.

Background: The Phase II Surface Water Treatment Plant and related piping was designed to operate only with water received from the Little Arkansas River via the river intake. During final design of the pipeline projects, it was decided that it would be beneficial to use well water to periodically operate the plant when flow from the river may not be available for long periods of time. A cross connect line was designed to allow well water to be used for this purpose and is included in the B-3 diagonal pipeline contract with Garney Construction.

In the fall of 2011, the lining of a portion of the piping that feeds the membranes released from the walls was carried into the membranes. While an unrelated incident, it brought to light the concerns of any stretch of pipeline feeding the membranes that did not first pass through a strainer.

The A-1 Surface Water Treatment Plant and intake contract has a completion date of June 1st. With the lack of rain and scattered completion dates for all of the projects, the Advanced Oxidization and Peroxide (AOP) System remains untested. To allow the contractor to properly test the system, a water source must be readily available and there is simply no guarantee that there will be a rain event soon enough or long enough to do so.

A strainer added to the cross connect line will protect the membranes and offer the needed flexibility to keep the plant operational during dry seasons as well as complete start up testing of the entire plant.

Analysis: While the costs are high enough that a formal bid proposal would be warranted, the time frame for delivery of the strainer is 10 to 12 weeks after ordered. This is a large enough and specialized enough item that it is not readily available and must be manufactured. For the strainer to be delivered and installed prior to the end of Garney's contract at the end of April, it must be directly purchased rather than go through the formal procurement process. Construction after Garney's work is complete will not only add to the cost of the project but could delay the final testing of the AOP system beyond the completion date for the A-1 contract.

Program management contacted both ABC Partners and Garney Construction as to costs for purchase and installation of the strainer and surrounding vault. Costs were provided confidentially by both parties and ABC Partners was the lower of the costs. Program management also contacted Camp Dresser McKee who designed the cross-connect pipeline and ABC Partners to design the strainer and vault and they were unwilling to do so. Program management reached an agreement with Professional Engineering Consultants to perform the needed design work.

Financial Considerations: The costs estimated to design this work will not exceed $15,000 and the costs to perform this work will not exceed $135,000. Funding is available in the existing project budget. The funding source is the Water Utility.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by insuring an adequate water supply.

Legal Considerations: City Ordinance 2.64.020(a), "Public Emergency", allows the City Manager to authorize work to be performed by a contractor without formal bidding. The City Manager signed a memo authorizing the work on February 21, 2012.

Recommendations/Actions: It is recommended that City Council affirm the City Manager's Public Emergency approval of the project and the Professional Services Agreement with PEC.

Attachments: Memo and professional services agreement.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager

FROM: Alan King, Director of Public Works & Utilities

SUBJECT: ASR – Cross Connect Strainer

DATE: February 21, 2012

The Phase II Surface Water Treatment Plant and related piping was designed to operate only with water received from the Little Arkansas River via the River Intake. During final design of the Pipeline projects, it was decided that it would be beneficial to use well water to periodically operate the plant when flow from the river may not be available for long periods of time. A cross connect line was designed to allow well water to be used for this purpose and is included in the B-3 Diagonal Pipeline contract with Garney Construction.

In the Fall of 2011, the lining of a portion of the piping that feeds the membranes released from the walls and was carried into the membranes. While an unrelated incident, it brought to light the concerns of any stretch of pipeline feeding the membranes that did not first pass through a strainer. The use of well water to run the membrane plant presents the risk of passing sand through the membranes should any well in the system fail and introduce sand into the pipeline. A strainer added to the cross connect line will protect the membranes and offer the needed flexibility to keep the plant operational during dry seasons as well as complete start up testing of the entire plant.

The A-1 SWTP and Intake contract has a completion date of June 1st. With the lack of rain and scattered completion dates for all of the projects, the Advanced Oxidization and Peroxide (AOP) System remains untested. To allow the contractor to properly test the system, a water source must be readily available and there is simply no guarantee that there will be a rain event soon enough or long enough to do so. The cross connect can provide water, but cannot guarantee that sand will not be introduced into the system and damage the membranes.

Program Management has contacted both ABC Partners and Garney Construction as to costs for purchase and installation of the strainer and surrounding vault. Costs were provided confidentially by both parties and ABC Partners was the lower of the costs. The costs estimated to design and perform this work will not exceed $150,000.

While the costs are high enough that a formal bid proposal would be warranted, the time frame for delivery of the strainer is 10 to 12 weeks after ordered. This is a large enough and specialized enough item that it is not readily available and must be manufactured. For the strainer to be delivered and installed prior to the end of Garney's contract at the end of April, it must be directly purchased rather than go through the formal procurement process. Construction

after Garney's work is complete will not only add to the cost of the project but could delay the final testing of the AOP system beyond the completion date for the A-1 contract.

I request that you declare this a Public Emergency, which is defined under City Code, Section 2.64.020(a), as an emergency, as designated and approved by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain Council acknowledgement of this declaration action.

Approved:

Robert Layton, City Manager

xc: Deb Ary, Superintendent of Production and Pumping

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

ASR – CROSS CONNECT STRAINER

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

ASR – Cross Connect Strainer (Phase II A-1 Surface Water Treatment Plant)
(Project No. BP-A1, OCA 663971).

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

I. SCOPE OF SERVICES

The ENGINEER shall provide design services to install a 500 micron strainer and related support on the well field line as part of an exigency dated February 21, 2012 (see attached) as required for the A-1 Surface Water Treatment Plant and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

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

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

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

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

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

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

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

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

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

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

III. THE CITY AGREES:

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

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

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

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

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee not to exceed the amount specified below:

Project No. BP-A1 (663971) **$15,000**

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

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

V. THE PARTIES HERETO MUTUALLY AGREE:

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

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

CITY OF WICHITA

Robert Layton, City Manager

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

Richard A. Schlett
(Name & Title)
Secretary/Treasurer

ATTEST:

D. Lynn Moore

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager

FROM: Alan King, Director of Public Works & Utilities

SUBJECT: ASR – Cross Connect Strainer

DATE: February 21, 2012

The Phase II Surface Water Treatment Plant and related piping was designed to operate only with water received from the Little Arkansas River via the River Intake. During final design of the Pipeline projects, it was decided that it would be beneficial to use well water to periodically operate the plant when flow from the river may not be available for long periods of time. A cross connect line was designed to allow well water to be used for this purpose and is included in the B-3 Diagonal Pipeline contract with Garney Construction.

In the Fall of 2011, the lining of a portion of the piping that feeds the membranes released from the walls and was carried into the membranes. While an unrelated incident, it brought to light the concerns of any stretch of pipeline feeding the membranes that did not first pass through a strainer. The use of well water to run the membrane plant presents the risk of passing sand through the membranes should any well in the system fail and introduce sand into the pipeline. A strainer added to the cross connect line will protect the membranes and offer the needed flexibility to keep the plant operational during dry seasons as well as complete start up testing of the entire plant.

The A-1 SWTP and Intake contract has a completion date of June 1st. With the lack of rain and scattered completion dates for all of the projects, the Advanced Oxidization and Peroxide (AOP) System remains untested. To allow the contractor to properly test the system, a water source must be readily available and there is simply no guarantee that there will be a rain event soon enough or long enough to do so. The cross connect can provide water, but cannot guarantee that sand will not be introduced into the system and damage the membranes.

Program Management has contacted both ABC Partners and Garney Construction as to costs for purchase and installation of the strainer and surrounding vault. Costs were provided confidentially by both parties and ABC Partners was the lower of the costs. The costs estimated to design and perform this work will not exceed $150,000.

While the costs are high enough that a formal bid proposal would be warranted, the time frame for delivery of the strainer is 10 to 12 weeks after ordered. This is a large enough and specialized enough item that it is not readily available and must be manufactured. For the strainer to be delivered and installed prior to the end of Garney's contract at the end of April, it must be directly purchased rather than go through the formal procurement process. Construction

after Garney's work is complete will not only add to the cost of the project but could delay the final testing of the AOP system beyond the completion date for the A-1 contract.

I request that you declare this a Public Emergency, which is defined under City Code, Section 2.64.020(a), as an emergency, as designated and approved by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain Council acknowledgement of this declaration action.

Approved:

Robert Layton, City Manager

xc: Deb Ary, Superintendent of Production and Pumping

EXHIBIT "A"

SCOPE OF SERVICES

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

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

A. PHASE I – PLAN DEVELOPMENT

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

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

8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
    a. Plan Development for the sewer improvements by March 16, 2012. (Project No. BP-A1, OCA 663971).

RAS

EXHIBIT "A"

SCOPE OF SERVICES

B. ASR – CROSS CONNECT STRAINER

1. The ENGINEER shall provide design services to install a 500-micron strainer and related support equipment (strainer system). The selection of the strainer system and the performance conditions, such as flow rate, sieve size, pressure requirements, and head loss, have been previously determined and specified by others.
2. The ENGINEER shall take no responsibility and shall be held harmless for the performance of the strainer system and any subsequent damage to equipment, in particular the membrane system, located downstream of the strainer system.
3. The ENGINEER shall coordinate with the CITY regarding selection of the site for the installation of the strainer system.
4. The ENGINEER shall provide civil (site) and structural design engineering services only. No electrical, mechanical, or control engineering services are included in this Agreement.
5. Limited survey services (location and topography) shall be provided.
6. One (1) boring to a depth of 10 feet shall be provided for the purposes of developing the concrete slab design.

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

Plan Submittal

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

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

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

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

Storm Water Pollution Prevention

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

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

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

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

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

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

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

CITY OF WICHITA
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: Acquisition of 3565 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 3565 South Topeka. This site has 46,852 square feet and is improved with a 2,769 square foot residence with associated improvements. It is necessary to acquire the entire property. Additionally, the house has been deemed historic thus requiring the City to preserve the house by moving it to a new site. This move will be at the City's cost.

Analysis: The acquisition was appraised at $98,500. Under Federal rules, an owner can retain the improvements on a site by remitting the salvage value to the acquiring agency. The owner desires to remain in the house after the City has relocated it. The owner agreed to accept $95,000. This represents the offered amount less the estimated salvage value of the property. In situations where the owner retains the improvements, the owner's relocation housing supplement (estimated at $30,000 in this case) is provided to the owner to cover the costs of moving and restoring the house. As noted above, the City will be responsible for moving the house. As the City is responsible for the move and restoration, the owner will not receive a housing supplement. A replacement site has been identified approximately 300 yards north of the subject site. Once the move is complete, the owner will move into the house at its new location. Per the Federal Highway Administration regulations, the City will be responsible for the owner's temporary housing and moving costs. 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 $151,000 is requested. This includes $95,000 for the acquisition, $50,000 to move and to renovate the house, $5,000 for owner's moving costs 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:** March 5, 2012

COUNTY: Sedgwick **TRACT NO.:** 0017

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 12th day of March, 2012, by and between

Lynn Ried Behnke and Lynn Campbell Behnke

3565 S. Topeka Avenue, 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

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.

Additional Requirements

1. The City shall relocate the existing single family dwelling onto property located 200 – 300 feet north of and 400-500 feet east of the existing location of the building. Single family dwelling shall be relocated in a manner such that a certificate of occupancy can be issued. All costs of relocating the single family dwelling shall be paid for by the City.

2. Landowner may relocate existing outbuildings to location of their choosing. Cost of relocating any outbuildings shall be paid by landowner.

3. City shall deed single family dwelling, and 1-2 acres of land, to landowner upon completion of the relocation of the structure. The exact legal description of property is to be determined by a survey.

Real property to be acquired as right of way:
46852 (Sq. Ft.) $ 98,500.00
Temporary Easement for construction:
_____ (Sq. Ft.) $ N/A

Improvement & Buildings acquired with right of way:
The amount of land and all improvements thereto

Less Owner retention of Improvements $ 3,500.00

TOTAL: $ 95,000.00

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:

By: Lynn Ried Behnke
Lynn Ried Behnke

By: Lynn Campbell Behnke
Lynn Campbell Behnke

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:

Lynn Ried Behnke and Lynn Campbell Behnke

If mortgage or other liens, show names of holders:
Mortgage – Wells Fargo, N.A.

REMARKS:

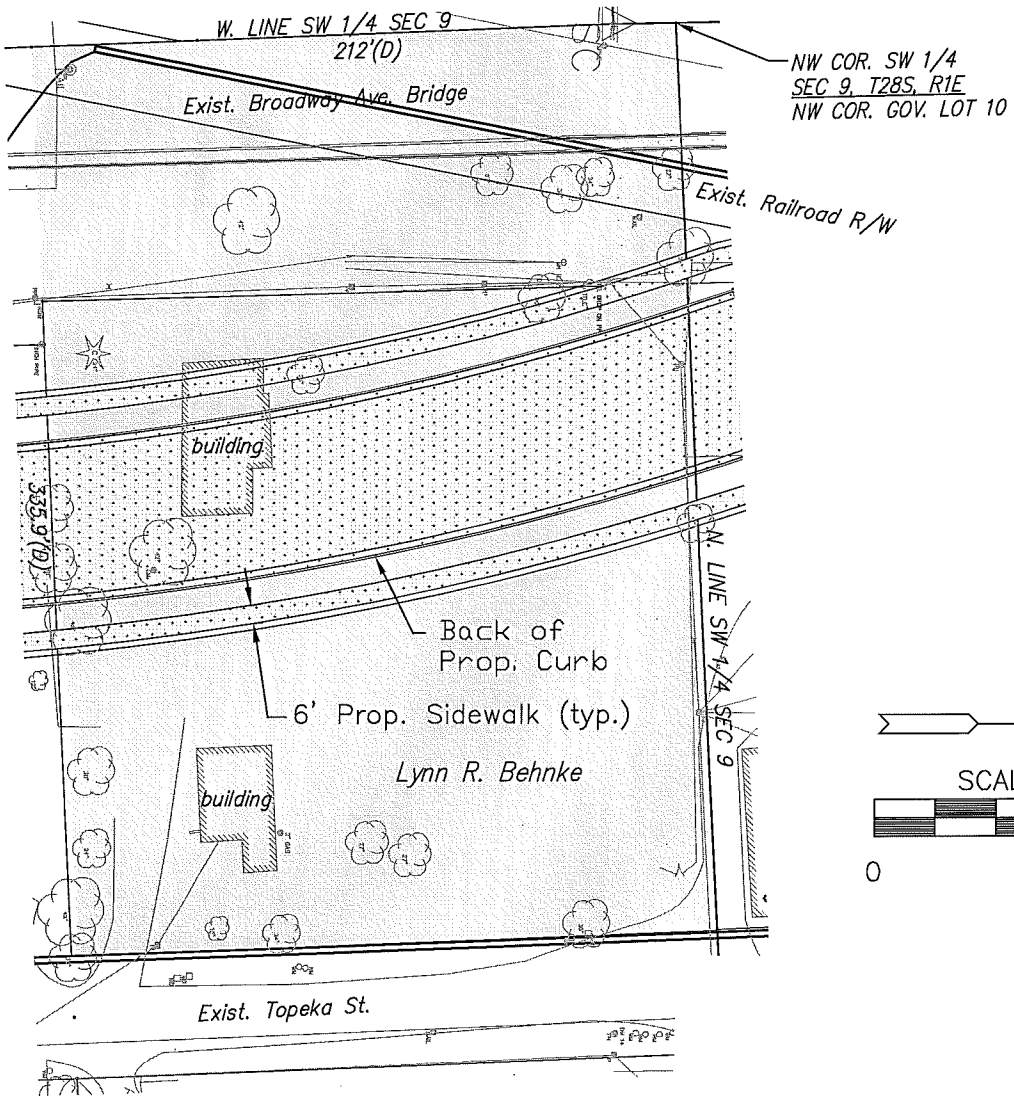
PIN/APN
Security Title File Number

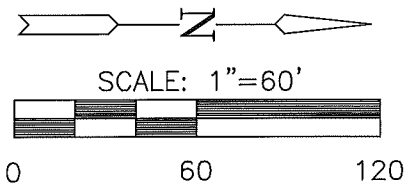
APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

_____
Gerald Cain, Project Manager





LEGAL DESCRIPTION:

Full Property Acquisition:

The West 335.9 feet of the North 212 feet of Government Lot 10 as established by District Court Case No. 19897, Southwest Quarter of Section 9, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, except that part taken for Road Right of Way in Case No. 99029.

LEGEND

D – Deed

Full Property Acquisition = 30,811 sq. ft.

Proposed Paving Improvements

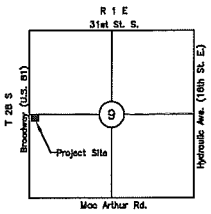
I:\MAP\2009\09081 SOUTH BROADWAY\DWG\TRACT MAPS\EAST-RW-A.DWG

Owner:

BEHNKE, LYNN R.
3565 S TOPEKA
WICHITA KS 67216-1647

Property Identification:

B 0004500UP



VICINITY MAP

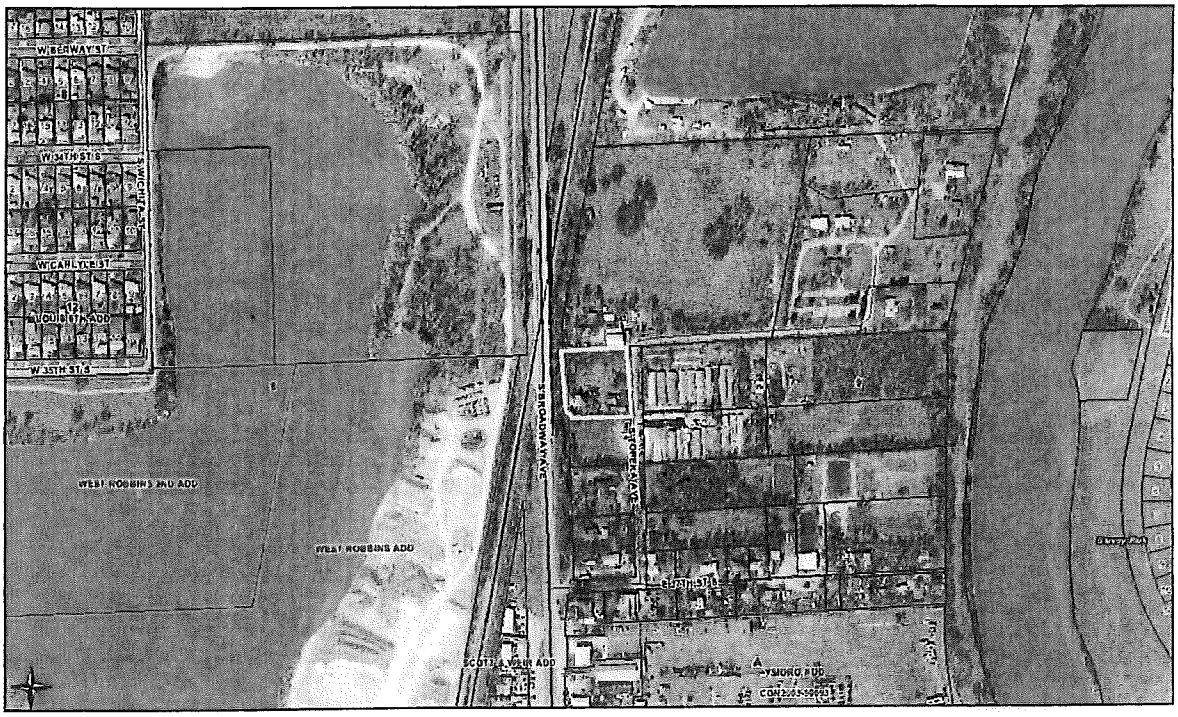
MKEC ENGINEERING CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

SOUTH BROADWAY BRIDGE
PROJECT NAME

FULL PROPERTY ACQUISITION
TRACT MAP Behnke
SHEET TITLE

JRA	DSN	JCM
DESIGN BY:	DRAWN BY:	CHECKED BY:
February 2011	09081	1 / 1
DATE	JOB NO.	SHEET/OF

S BROADWAY AVE
S TOPEKA AVE


W BERWAY ST
W 34TH ST S
W CARLYLE ST
W 35TH ST S
WEST ROBBINS 2ND ADD
WEST ROBBINS ADD
S BROADWAY AVE
S TOPEKA AVE
SCOTT & WEIR ADD

Agenda Item No. II-8.

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: Community Event with alcohol consumption – Resolution - Tallgrass VI-X Street Party (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the Resolution.

Background: A community event application with alcohol consumption allowed has been submitted for the Tallgrass VI-X Street Party, scheduled for Saturday, April 21, 2012 from 9:00 a.m. to 11:59 p.m. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required, authorizing consumption of alcoholic liquor on sidewalks and on public streets which have been closed to motor vehicle traffic during such licensed community event. The City Council approved the request for closure of the streets involved in this event on April 6, 2012. Upon review of the community event application for this event, a copy of which is attached hereto, and upon consideration of the factors set forth in Section 3.11.080 of the code of the City of Wichita, the Council shall determine if such approval should be given.

Analysis: Staff has reviewed the application for the community event with consumption of alcoholic liquor allowed, and based upon the factors set forth in Section 3.11.080 of the City Code, finds that all of the criteria set forth therein have been met and recommends approval of the event permit.

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

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

Legal Consideration: The Resolution has been prepared and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the Resolution.

Attachments: Resolution and Community Event Application for the Tallgrass VI-X Street Party.

RESOLUTION NO. 12-076

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOL LIQUOR ON PUBLIC STREETS DURING THE TALLGRASS VI-X STREET PARTY.

WHEREAS, the City Council has approved as a community event , the Tallgrass VI-X Street Party, to occur on April 21, 2012.

WHEREAS, the City Council has approved First Street from Broadway to Topeka to be closed to vehicular traffic for such event from 7:00 a.m. to 11:59 p.m. on April 21, 2012.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the Tallgrass VI-X Street Party has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the Tallgrass VI-X Street Party on April 2,1 2012.

ADOPTED by the governing body of the City of Wichita, Kansas, this 3rd day of April, 2012.

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. II-9.

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: Grant Application for Resident Opportunities and Self Sufficiency (ROSS) Program (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the submission of the Resident Opportunities and Self-Sufficiency (ROSS) Grant application to the U. S. Department of Housing and Urban Development, authorize staff to develop a contract with Sedgwick County, Kansas and authorize the necessary signatures.

Background: On October 21, 1998, the Quality Housing and Work Responsibility Act (QHWRA) of 1998 were signed into law. Section 538 of the reform act added a new section to the United States Housing Act of 1937, which provides a mandate to link services and public housing residents for economic self-sufficiency.

The Department of Housing and Urban Development has issued a Notice of Funding Availability for the Resident Opportunities and Self Sufficiency (ROSS) program. This program includes a provision for a competitive grant application to promote independent living for the elderly and persons with disabilities. The Wichita Housing Authority (WHA) Public Housing Division was awarded $240,000 for the 2009 ROSS Grant application, with the Sedgwick County Department on Aging as the WHA's partner and contract administrator. This partnership has been in place for the 2000, 2003, 2006 and 2009 grant years. The previous ROSS Grant Programs have been well received and utilized by the 226 elderly and disabled households in Greenway Manor, McLean Manor, Rosa Gragg and Bernice Hutcherson apartment complexes.

Analysis: The purpose of the ROSS Program is to link public housing residents with supportive services, resident empowerment activities and resources to enhance their quality of life. This purpose is consistent with HUD's goal to focus resources on independent living for the elderly and persons with disabilities. If awarded, the grant will enable the Public Housing Division to continue the level of services currently provided to its tenants.

Staff of the WHA and Sedgwick County Department on Aging (Central Plains Area Agency on Aging) have developed a Resident Service Delivery Program which will be continued through this grant. It will assist residents with transportation, companionship and healthy living services at a nominal cost to residents of Greenway Manor, McLean Manor, Rosa Gragg and Bernice Hutcherson apartment complexes. The WHA will apply for the maximum grant award for Housing Authorities with 50 –1000 elderly and non-elderly disabled units, which is a total of $219,000 for a three-year program. Under the proposal, the services will be provided by the Central Plains Area Agency on Aging in partnership with the WHA.

Financial Considerations: The notice of funding requires a 25% match, which may be in-kind. The match of $131,641 will be provided by the Central Plains Area Agency on Aging and other non-City agencies. The Wichita Housing Authority will collect $24,000 in rent for space and other overhead costs from grant funds and will in turn pay the Central Plains Area Agency on Aging $24,000 from Public Housing operating funds for the contract administration for the 3-year program. No local tax funds will be required for this program.

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

Legal Considerations: If the Grant application is awarded, the Wichita Housing Authority will enter into a formal contract with Sedgwick County for the Central Plains Area Agency on Aging to administer the program. The grant application has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the submission of the ROSS Grant application to the U. S. Department of Housing and Urban Development, authorize staff to develop a contract with Sedgwick County and authorize the necessary signatures.

Attachments:
Application and Standard Forms SF-424
Service Coordinator Grant Request HUD-52768
Service Coordinator Needs HUD-52769
Preliminary Partnership Agreement HUD-52755
Logic Model
Certificate of Consistency with the Consolidated Plan

2012 ROSS SERVICE COORDINATORS PROGRAM FUNDING

CONTRACT ADMINISTRATOR PARTNERSHIP AGREEMENT

I. General Terms

This partnership agreement is made and entered into by and between the **Applicant, City of Wichita Housing Authority,** hereinafter referred to as Applicant and the **Contract Administrator (CA),** Central Plains Area Agency on Aging, hereinafter referred to as "CA".

WHEREAS, the Applicant is submitting the proposal for a Resident Opportunity and Self-Sufficiency (ROSS) Service Coordinators Program.

WHEREAS, the Applicant agrees to comply with all terms and conditions expressed in HUD's NOFA, applicable provisions of 24 CFR 964, provisions of the grant agreement entered into with HUD, and provisions contained in this Partnership Agreement.

WHEREAS, the CA supports the Applicant's ROSS grant application and agrees to provide technical assistance to the Applicant in accordance with HUD's NOFA, HUD regulations and provisions contained in this agreement.

WHEREAS, pursuant to the commitment made by the CA, this agreement is executed outlining the type, scope and extent of services that the CA will provide to the Applicant if the grant is funded. If HUD does not fund the grant, this agreement shall be null and void.

II. Roles and Responsibilities

A. Grant Oversight

Under the direction of the applicant, the CA agrees to oversee the administration of the ROSS grant program. This includes financial management, procurement, completing the annual reports, and ensuring that all grant activities are completed successfully within the grant period. In meeting these commitments, the CA agrees to abide by the provisions of 24 CFR Parts 964/984, 45, 84, and 85 and the following OMB Circulars as applicable:

- A-87 "Cost Principles for State, Local, and Indian Tribal Governments";
- A-122 "Cost Principles for Nonprofit Organizations";
- A-110 "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"; and
- A-133 "Audits of States, Local Governments, and Non-Profit Organizations".

B. Grant Coordination

The CA and the Applicant will meet bi-monthly or as needed to discuss progress, problems incurred, strategies to overcome them, specific areas of responsibility, future activities, and any other issues as necessary.

C. Financial Responsibility

The Applicant retains ultimate responsibility for all grant activities, including drawing down funds from HUD, grant expenditures, and reporting to HUD.

D. Performance Measurement

The CA will work with the Applicant to ensure that results agreed to by the Applicant and HUD are achieved. All annual financial and performance reports prepared by the CA must be reviewed and approved by the Applicant prior to submission to HUD.

E. Coordinating and Building Partnerships

The CA agrees to coordinate the provision of assistance from grant partners. The CA also agrees to work with the Applicant in pursuing additional partnerships/assistance from community organizations, government, and other organizations whose services would benefit residents and the overall grant program. Following are suggested resources:
- Area enrichment programs
- Local Banks
- Chamber of Commerce
- Community Development Agencies
- Private Industry Council
- Local/State Health & Human Services Agencies
- Local Higher Education and Continuing Education Facilities
- Local Independent School Districts
- Social Service Organizations

F. Program Assessment and Reporting

The CA agrees to conduct or otherwise assist the Applicant in assessing grant activities based on 1) the performance measures in the Applicant's grant proposal submitted to HUD and 2) any revisions to the assessment methodology made by the local HUD field office. The CA will ensure that reports to HUD are made as required. All annual financial and performance reports prepared by the CA must be reviewed and approved by the Applicant prior to submission to HUD.

III. Contracted Amount and Term

No funds will be paid to the CA for services rendered prior to HUD's selection of the Applicant for funding or for services rendered prior to the execution of a grant agreement between the applicant and HUD. This partnership agreement will be valid only if/when HUD selects the Applicant for funding. If the Applicant is selected and enters into a grant agreement with HUD, remuneration of the CA will be made in the amount of $24,000.00 for administrative costs (salary and benefits) as the CA on a quarterly basis over the 3-year grant term. Said remuneration shall be made with Public Housing operating funds and <u>not</u> from ROSS grant funds.

This agreement is also contingent upon the approval of the Wichita City Council, City Manager, City Legal Department, Board of Sedgwick County Commissioner, County Manager and the Sedgwick County Legal Department with the execution of a formal contract, subsequent to the grant award to the Applicant, between the City of Wichita and Sedgwick County.

The total contracted amount of $219,000.00 for all services defined within this contract is based on a period of time beginning approximately October 1, 2012 and ending September 30, 2015. (**NOTE: CAs must be retained for the full term of the grant.**) The CA will be paid from ROSS Grant funds, as authorized by the HUD NOFA, for services, rent and training; $73,000 for year one, beginning on October 1, 2012; $73,000 for year two beginning on October 1, 2013; and $73,000 for year three beginning on October 1, 2014.

IV. Termination

Each party may terminate this agreement provided 60 calendar days of written notice is given to the local HUD field office and the other party to this agreement. Applicants may terminate this agreement based on non-compliance or non-cooperation by the CA. Termination may only occur when all channels of resolution have been exhausted, including mediation between the two parties. If all avenues for resolution have been exhausted, termination by the applicant will require a two-thirds majority vote of the applicant's Housing Authority Board.

WITNESS OUR HANDS EFFECTIVE _____

City of Wichita Housing Authority
Applicant

Mary K. Vaughn, Director
Housing and Community Services Department

3-21-12
Date

Central Plains Area Agency on
Aging, Contract Administrator

Annette Graham, Executive Director

3-21-2012
Date

AMENDED form **HUD-52755** (12/2005)

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Con solidated Plan.

(Type or clearly print the following information:)

Applicant Name: City of Wichita Housing Authority - KS004

Project Name: ROSS Service Coordination Program

Location of the Project: Wichita, Kansas

Name of the Federal Program to which the applicant is applying: Resident Opportunities and Self-Sufficiency Grant

Name of Certifying Jurisdiction: City of Wichita, Kansas

Certifying Official of the Jurisdiction Name: Robert Layton

Title: City Manager

Signature:

Date: 3/20/12

OMB Approval No. 2577-0229
Expiration Date 08/31/2014

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
OFFICE OF PUBLIC AND INDIAN HOUSING

ROSS SERVICE COORDINATORS – FUNDING REQUEST

Public reporting burden for the collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information will be used for the ROSS grant. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. This information will allow HUD to determine eligibility for the ROSS SC Program. This information does not lend itself to confidentiality.

*****PLEASE READ NOFA CAREFULLY FOR DIRECTIONS AND MINIMUM REQUIREMENTS.*****

Name of Applicant City of Wichita Housing Authority

Joint Applicant (if applicable) NA

Name of PHA/Tribe/TDHE(s) to be Served City of Wichita Housing Authority

PHA Code(s) to be served (Not applicable to tribes/TDHEs) KS004

Total Number of ACC Units/Formula Currently Assisted Stock in PHA/Tribe 578

EDSC
PHA applicants: Are you currently eligible to receive funding for one or more Elderly/Disabled Service Coordinators (EDSC) through the Operating Subsidy? (NOT ROSS-Elderly/Persons with Disabilities) **YES** ___ **NO** X
If YES and you request and are granted an *SC to serve Elderly Residents* through this NOFA, you will forgo any future EDSC Renewal funding.

RA Applicant? YES ___ **NO** X (State and National Resident Associations applying as non-profits should check YES)

Non-Profit Applicant? YES ____ NO X

If Yes, check all that apply:
Faith-based ____
Community-based ____
Other_____

Do you (the applicant) have a current ROSS-SC grant? YES X NO ____

Are you applying to serve ONLY projects that are NOT served by current ROSS-SC grant(s)? YES ___ NO X

Form HUD-52768 (3/2009)

Service Coordinators (SCs) Requested

SC Position Requested	Project(s) to be served (See NOFA for instructions) (if different PHAs, list PHA as well)	Number of Units to be Served by this SC (See NOFA for minimum)	SC will serve Family, Elderly or Both?	Year	Salary/Fringe (See NOFA for limits)	Admin (See NOFA for limits)	Training (See NOFA for limits)
1	KS004000001	176	Elderly	1	$ 61,000	$ 10,000	$ 2,000
				2	$ 61,000	$ 10,000	$ 2,000
	KS004000002	50	Elderly	3	$ 61,000	$ 10,000	$ 2,000
2				1	$	$	$
				2	$	$	$
				3	$	$	$
3				1	$	$	$
				2	$	$	$
				3	$	$	$
				TOTAL$	183,000	$ 30,000	$ 6,000

TOTAL GRANT REQUESTED $ 219,000

For each SC position requested, fill in one large row.

OMB Approval No. 2577-0229
Expiration Date 08/31/2014

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
OFFICE OF PUBLIC AND INDIAN HOUSING

ROSS SERVICE COORDINATORS – NEEDS and SERVICE PARTNERS

Public reporting burden for the collection of information is estimated to average 4 hours per response. This includes the time for collecting, reviewing, and reporting the data. The information will be used for the ROSS grant. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. This information will allow HUD to determine eligibility for the ROSS SC Program. This information does not lend itself to confidentiality.

*****PLEASE READ NOFA CAREFULLY FOR DIRECTIONS AND MINIMUM REQUIREMENTS.*****

Name of Applicant

PHA/Tribe/TDHE(s) to be Served

NEEDS	NEED? (check all that apply – see NOFA for requirements)	SERVICE PROVIDER/PARTNER(s) (list all)	Value of Match*
Life Skills Training	x	Central Plains AAA*	
Financial Literacy/Credit Counseling/Credit Repair			
Literacy Training	x	Dunbar Learning Center	
ESL			
GED/High School Equiv.			
Mentoring	x	Mental Health Assn./Senior Cpn	
Job Soft Skills Training			
Job Hard Skills Training/Certification			
Job Search and Placement			
Job Retention/Promotion			
ISAs/IDAs			
Homeownership Counseling			
Computer Classes			
Drug/Alcohol Treatment	x	Comcare	
Mental Health Treatment	x	Comcare	
Health/Dental Care	x	Advanced Mobile Healthcare	
Home Maintenance classes	x	All Saints Home Care, Inc.	
Parenting classes			

*** Central Plains Area Agency On Aging**

Form HUD-52769 (3/2009)

Nutrition classes	X	"Central Plains AAA	
Youth Programming – tutoring/mentoring/after school/summer			
Child Care			
Transportation	X	Wichita Transit	
Tax Preparation Assistance	X	Central Plains AAA	
Community Safety	X	Wichita Police Dept.	
Resident Empowerment/Capacity Building	X	Mental Health Assn. Senior Companion Central Plains AAA	
Resident Business Development			
Assistance with Activities of Daily Living	X	Central Plains AAA	$55,207
Meals to meet nutritional need for Elderly	X	Senior Services, Inc. Central Plains AAA	$43,670
Disability Services Counseling	X	ILRC*	
Personal Emergency Response Resources	X	Home Technology Solutions	
Wellness Programs	X	Central Plains AAA	
Social Activities	X	Wichita Homebound Outrch	$10,152
Social Sec/SSI Coun	X	Central Plains AAA	
Medical Transportatn	X	American Red Cross	$21,108
Medicare Counseling	X	Central Plains AAA	$ 1,504
PACE/Hope Program	X	Via Christi/Hope	
		TOTAL	$131,641

*I Mary K. Vaughn, certify that the match recorded here is supported by letters on file from community or other partners which certify to this amount of match funding (cash or in-kind) and that this represents the total match for the term of the grant.

Total Grant Requested $ 219,000.00
Total Match Documented $ 131,641.00
Match is 60 % of Grant Requested (must be at least 25% to qualify)

Signature of Authorized Representative

Mary K. Vaughn, Executive Director - Wichita Housing Authority
Title

*Independent Living Resource Center

Form HUD-52769 (3/2009)

Please wait...

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Windows is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. Mac is a trademark of Apple Inc., registered in the United States and other countries. Linux is the registered trademark of Linus Torvalds in the U.S. and other countries.

IT IS RECOMMENDED THAT YOU PRINT THESE INSTRUCTIONS BEFORE CONTINUING.
DO NOT MODIFY THE ELOGIC MODEL® TEMPLATE.
DO NOT CUT AND PASTE INTO THE ELOGIC MODEL® TEMPLATE.
When opening the eLogic Model®, you will be asked if you want to enable "Macros"; click Yes. The eLogic Model® uses a Microsoft Excel® platform. "Macros" are a form of programming used in Excel® to enable additional functionality. You will need to "enable" the "Macros" to use all functions on your eLogic Model®. To enable the macros to function, you will have to adjust the security settings on your computer.
Note For MAC Users: The eLogic Model® uses VBN programming which is not supported by newer versions of the MAC operating system. To complete an eLogic Model®, users need to use a PC and then attach the completed logic model to the application you are submitting to Grants.gov.

Testing to See If the Macros are Working.
If you do not see this dialog box when you first open your eLogic Model®, then check to see if the Macros are working by opening the eLogic Model®, and going to the Tab labeled Year 1. Click on the gray area of the column labeled, "Needs." If the column expands, your Macro settings are working. To expand and return the cell to its original size, click once. Do not double click.

Depending on your version of Excel®, there are several steps you must take in order to use all the functions in your eLogic Model®. The description below provides information for the four most common versions of Excel® in use today, one of which is probably installed on your computer. If you are working in a network, and you cannot control your desktop settings, contact your system administrator for support.

SECURITY AND THE USE OF MACROS
You will need to "enable" the Macros to use all functions on your eLogic Model®. After creating and saving your eLogic Model®, you may reset your security levels to their original settings.

Excel® 2007 - You can change macro security settings in the Trust Center, unless a system administrator in your organization has prevented you from changing the settings.
On the Developer tab, in the Code group:
Click Macro Security.

Tip: If the Developer tab is not displayed, click the Microsoft Office Button (top left of your Excel®), click Excel® Options, and then in the Popular category under Top options for working with Excel®, click Show Developer tab in the Ribbon.
In the Macro Settings category, under Macro Settings, click the option that you want. Note: Any changes that you make in the Macro Settings category in Excel® apply only to Excel® and do not affect any other Microsoft Office program.
Tip: You can also access the Trust Center in the Excel® Options dialog box.
Click the Microsoft Office Button, and then click Excel® Options in the Trust Center category.
Click Trust Center Settings, and then click the Macro Settings category.
If your settings are set to "Disable all macros with notification", when you open your Excel®, you will see a Security Warning stating "Macros have been disabled" and Options button to the left (this button is located under the toolbars).
If you do not change the Macro security settings, you will have to enable the Macros each time you open the Excel®.

Excel® 2003 - There are four levels of security regarding the use of Macros: Very High, High, Medium, and Low. If upon opening the eLogic Model® the dialog box states that you must change your Security setting to enable Macros, your security settings are either set to Very High or High and you must take the following steps:
Go to the toolbar at the top of the screen and click on "Tools."
Then click "Options" and then click the tab labeled "Security" located on the top right of the window.
At the bottom right of the window, click the button that says "Macro Security" and select Medium as your setting.
Click "OK" and then click "OK" in the Options window.
Close your eLogic Model®. Re-open your eLogic Model®. You will now receive a dialog box with the message "Security Warning."
Click on the button at the bottom that says "Enable Macros." Your eLogic Model® will open and be fully functional.
If upon opening the eLogic Model® the dialog box gives you an option to enable "Macros" at that moment, it means that Security is set to Medium. All you need to do is to click the button at the bottom of the dialog box that says, "Enable Macros." Your eLogic Model® will open and be fully functional.
If upon opening the eLogic Model® there is no dialog box, your Security setting is set on "Low" and your Macros are already enabled. No additional step is needed.

Excel® 2000 - There are three levels of security regarding the use of Macros: High, Medium, and Low. The High security setting automatically disables most Macros and does not alert you to the action. If when entering Services/Activities in Column 3, or Outcomes in Column 5, you select "other", the word "other" appears and remains in the cell, the Macro is not functioning. Save and close changes you have made thus far.
From the menu, select "Tools," "Macro", "Security". A dialog box will open.
Click on the "Security" TAB and select "Medium,"
Click "OK." Reopen your eLogic Model®. A dialog box will open. Select "Enable Macros." Your eLogic Model® will open and be fully functional.
If your copy of Excel® is already set to "Medium" security, the enable Macros dialog box will appear and you can proceed as above.
The low security setting automatically enables all Macros and you will not receive any message. The eLogic Model® will open and be fully functional.

Excel® 1997 - If you are using this version of Excel® and need assistance, please contact HUD's NOFA Information Center for assistance at (800) HUD-8929 week days during their operating hours of 10:00 a.m. to 6:30 p.m. eastern time, Monday to Friday, except federal holidays. The NOFA Information Center cannot provide you additional help right before a deadline date. Please take into account their operating hours and allow at least 72 hours for the NOFA Information Center to be able to get you additional help.

Additional Support
If after trying the instructions for your version of Excel® and need additional assistance, please contact the NOFA Information Center at (800) HUD-8929.
Persons with hearing or speech impairments may access this number via TTY by calling the Federal Information Relay Service at (800) 877-8339. The NOFA Information Center is open between the hours of 10 a.m. and 6:30 p.m. eastern time, Monday through Friday, except federal holidays.

Check that You Have the Correct eLogic Model® for your Program.
The eLogic Model® is found in the Instructions Download for the application package posted to the Grants.gov website. Before you begin completing your eLogic Model®, check the name of the program and the fiscal year that is populated on the eLogic Model®. If it contains a program name different from the program application, or does not have 2012 in the Fiscal Year data field, you have opened the wrong eLogic Model®. To correct, go back to the website and look for the program you want to apply for and download the proper eLogic Model®.

Mandatory Fields
There are 11 "mandatory" fields in your eLogic Model®: "Applicant Legal Name", "Project Name", "DUNS Number", "Project Location", "Project Location State", "City", "State", "Grantee Contact Name", "Grantee Contact email", "Logic Model Contact Name", and "Logic Model Contact email." You must enter the required data in these fields as they are recorded in the CCR for the eLogic Model® to be complete. Before closing and saving your eLogic Model®, click the button at the top left of the worksheet (Tab Coversheet) that says "Check Errors." If you did not complete any of the "mandatory" fields, a message box will appear telling you what field(s) was not completed and the field will be highlighted in yellow. The final dialog box will ask you if you want to save your data. If you want to save the data, click "Yes" as you would do with any Microsoft Excel® workbook. If you click "No", the file will close and your data will not be saved. Please remember when saving your eLogic Model® that file names must not contain any special characters or spaces which could be "read" as viruses. File names must be no more than fifty characters including any path information in the file name. See the FY2012 General Section for complete details.

The eLogic Model® Workbook
The eLogic Model® workbook has 12 separate worksheets and each worksheet is identified by a Tab at the bottom of the page. If you cannot see all the Tabs, be sure to maximize your workbook by clicking the middle button in the top right corner of the workbook to expand your window or move your bottom scroll bar so all the Tabs appear.
The 12 Worksheets/Tabs are:
Instructions
Coversheet
Year1
Year2
Year3
Total
GoalsPriorities
Needs
Services
Outcomes
Tools
Reporting

Instructions for Completing the Cover Sheet
NOTE: The "Fiscal Year" does not appear on the Cover Sheet but in the Tabs for each year of the project, See description under, "INSTRUCTIONS FOR COMPLETING THE Year 1, Year 2 Year 3 and Total Tabs in the eLogic Model®."

Program Information
"HUD Program Name" and "Program CFDA #" located on Rows 11 and 12 respectively are pre-populated.
"Program Component" is located on Row 13. If the program under which you are applying has components, e.g., EOI or PEI under the Fair Housing Initiatives Program click on the component field. A drop down menu will appear. Select by placing an "x" for the component that you are applying under. If you are permitted by the NOFA to apply for funding under more than one program component, a dropdown will appear in the "Program Component" filed. If there are no components in the funding opportunity for which you are seeking funding, skip this field. Once you have entered your "Program Component" in the "Cover Sheet", worksheets Year1, Year2, Year3, and Total will automatically populate the same information.

Grantee Information
"Applicant Legal Name" is located on Row 15 and is a mandatory field. Enter the legal name as entered in the Central Contractor Registration and which matches the applicant Legal Name entered in Box 8a in the SF-424 in your application. Once you have entered your "Applicant Legal Name" in the "Coversheet", worksheets, Year1, Year2, Year3, and Total worksheets will automatically populate the same information.

"CCR Doing Business As Name" Only complete this field if your Central Contractor Registration includes an entry in Doing Business As (DBA). Enter the name as it appears in CCR. Once you have entered your "CCR Doing Business As Name" in the "Cover Sheet", worksheets, Year1, Year2, Year3, and Total worksheets will automatically populate the same information.

"DUNS Number" is located on Row 17 and is a mandatory field. Enter the DUNS # exactly as it appears in box 8c of the SF-424 and as registered with the Central Contractor Registration. The DUNS number entered must be for the organization that is entered in box 8a of the SF-424, Application for Federal Assistance. Your DUNS number is a nine digit number or a nine digit plus four digit number. Some applicants will use a nine digit plus four digit DUNS number. If you do, then insert the four digits in the field provided. If you do not use a DUNS plus four #, leave the four digit field blank. Make sure you enter the DUNS number accurately. Once you have entered your "DUNS Number" in the "Cover Sheet", worksheets Year1, Year2, Year3, and Total worksheets will automatically populate the same information

"City" is located on Row 18. Enter the City where your organization is located. This information must match the applicant address data in your application SF424. .

"State" is located on Row 19. Use the dropdown to enter the State of your organization. This information must match the applicant address in your application SF424.

"Zip Code" is located on Row 20. Enter the same nine-digit zip code used for the applicant address in your SF424.
"Grantee Contact Name" and "Grantee Contact email" are located on Rows 21 and 22 respectively. Enter the Grantee Contact Name and email address in the fields provided.
"Logic Model Contact Name" and "Logic Model Contact email" are located on Rows 23 and 24 respectively. Enter the name of the person that completed the eLogic Model® and their email address in the field provided or the name and email of a person to contact who can address questions concerning the eLogic Model submitted with the application and, if you are selected for an award, eLogic Model reporting®.

Project Information
"Project Name" is located on Row 26 and is a mandatory field. Enter the name of your project in the field provided. Use exactly the same name as you did on box 15 of the form SF424. If you did not provide a project name on the SF424, please make sure that you provide a project name in your eLogic Model®. The project name is helpful in distinguishing logic models submitted by the same grantee over multiple years and for differing projects.
If you are submitting multiple funding requests for the 2012 fiscal year funding under the same applicant name for the same HUD program, you must include a project name that can distinguish between the two applications and logic models submitted. The project name may be based upon the location of the project, the address at which it is located, anything that would distinguish one project from another for the same applicant. If you are not sure what to name your project, using your applicant name or acronym and then adding a 1 or 2, or 3, etc., to distinguish the projects would be sufficient to distinguish the two logic models being processed.

Once you have entered your "Project Name" in the "Cover Sheet", worksheets", Year1, Year2, Year3, and Total worksheets will automatically populate the same information.

"Project Location City/County/Parish" is located on Row 27. Applicants, except Indian Tribes, will enter the city or township or County/Parish where the project will be located. If there are multiple locations, enter the location where the majority of the work will be done. Indian Tribes, including multi-state tribes, should enter the city or county associated with their business address location.

"Project Location State" is located on Row 28. Use the dropdown menu to select the location of your project. The data field label, "Project Location State" includes all fifty states and American Samoa, District of Columbia, Federated States of Micronesia, Guam, Marshall Islands, Northern Mariana Islands, Palau, Puerto Rico, and the Virgin Islands. In the case of multi-state or regional entities, enter the State location where the majority of activities are to occur. For Indian Tribes, enter the state applicable to the business address of the Tribal entity.

"Zip Code" is located on Row 29 and is to be entered for the "Project Location State." Please enter the nine digit zip code.

"Project Type" is located on Row 30." Project Type describes the type of project you are doing, please see the program NOFA for specific instructions. If no instructions are provided, provide a project type that would categorize the nature of the program e.g. housing counseling; family self-sufficiency program; research; regional development, community development, fair housing; technical assistance; etc."Construction Type" is located on Row 31 and describes the type of Construction you are doing, e.g., new construction, rehabilitation, acquisition, mixed use development, etc. A logic model may provide specific drop down selections for this field based upon program NOFA if you are not involved with a construction program, leave the field blank.
Additional Information- Leave Blank At the Time of Application
"Grants.gov Application Number", "HUD Award Number", and "Logic Model Amendment Number" are located on Rows 33, 34 and 35 respectively.
THESE ARE FIELDS THAT ARE TO BE COMPLETED ONLYIF YOU ARE SELECTED AS A GRANTEE AND ARE SUBMITTING YOUR REPORTS to HUD.

INSTRUCTIONS FOR COMPLETING THE Year 1, Year 2 Year 3 and Total Tabs in the eLogic Model®
The "Fiscal Year" represents the fiscal year of the Notice of Funding Availability (NOFA) under which the award will be made. This field is pre-populated and located in Tabs Year1, Year2, Year3, and Total in cell [O6] below the HUD logo.
The "Year1" Tab is the first sheet of the eLogic Model® workbook to be used to enter your data for columns labeled:
HUD Goals
Policy Priority
Needs
Services/Activities
Measures
Outcomes
Measures
Evaluation Tools

If you have a multi-year award, you will enter data in the Year2, Year3, and Total worksheets. These worksheets are identical in format as Year1. Applicants applying for a multiple year award must complete a worksheet for each year of performance showing what is to be accomplished per year. The "Total" worksheet should be used to show the *sum of cumulative* accomplishments achieved for all Services/Activities and Outcomes for all years covered by the award.
For example, a two-year award would include worksheets showing Services/Activities and Outcomes covering Year1. The Year2 worksheet would show Services/Activities covering Year 2. The "Total" worksheet would show the *cumulative* totals for all Services/Activities and Outcomes for both Year1 and Year2.

For example, a three-year award would include the worksheets showing all Services/Activities and Outcomes for Year1, Year2, Year3, and the "Total" worksheet would show the *cumulative* totals for all Services/Activities and Outcomes for Year1, Year2, and Year 3.

A one-year award would include ONLY Year1. A Total Worksheet is not required for a one year award
Note: Some cells of the worksheet are "lock protected" so you can only make entries in cells that are for input as directed by these instructions. "Reporting Period", "Reporting Start Date" and "Reporting End Date" are fields located in Year1, Year2, Year3, and Total worksheets. The Reporting Dates remain blank at the time of application and are completed when submitting a report to HUD. See "INSTRUCTIONS FOR REPORTING PERFORMANCE TO HUD" later in these Instructions.

COLUMNS OF THE eLogic Model® (1-7)

Column 1 – Policy
Under the "Policy" Column (1), there are actually two columns; one labeled HUD Goals, and the other labeled Policy Priority. Review the HUD Goals and Policy Priorities by clicking on the Tab labeled, "GoalsPriorities" at the bottom of the eLogic Model®. For each of the eLogic Model® worksheets used in your application, select the HUD Goals and Policy Priorities that your program will address. You do this by clicking the mouse in one of the cells in Column (1) of the worksheets labeled (Year1, Year2, Year3, Total). A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of letters and numbers that correspond to the HUD Goals and Policy Priorities will appear. Select one or more of the HUD Goals and Policy Priorities number/letter in the list by clicking it. If you make an error and want to remove the listing, select the cell and click the DELETE KEY on your keyboard. The item will be deleted.

To associate the HUD Goals and Policy Priorities to particular Services/Activities, select a HUD Goal and Policy Priority in Column 1 and then select related Services/Activities in Column 3, Programming. Please remember that not every Activity and Outcome is related to a HUD Policy Priority so that you can select a HUD goal without selecting a HUD policy priority. Also your activities and outcomes may be associated to more than one HUD goal and one policy priority.
If there is more than one Service/Activity to be administered related to the HUD Goal and Policy Priority, select all the related Services/Activities and associated Outcomes and skip as many rows as needed to identify the activities and outcomes associated to the HUD Strategic Goal and/or Policy Priority. Then before entering the next HUD Goal and Policy Priority, skip a row and then enter the next Strategic Goal and/or HUD Policy Priority and all the associated activities and outcomes to ensure that the association is clear.
Applicants/Grantees can make clear during each Year of their award, what Services/Activities are related to the achievement of the HUD Goal and Policy Priority selected.
Repeat this process until you have selected all HUD Goals and Policy Priorities that apply to your application.

Column 2 – Planning
Under the "Planning" Column (2), select a "Needs" statement. Do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of "Needs" statement(s) will appear. Select one or more of these Needs statements in the list by clicking it. Because the column may be too narrow to show the full Needs statement in the dropdown list, you may wish to refer to the Tab labeled "Needs" to see the full statements or you can (using your mouse) click on the shaded cell [D7] labeled "Needs" and this will expand the cell. To return the cell to its original size, click again on cell [D7] labeled "Needs."
When expanding and returning the cell to its original size, click once. Do not double click. When you select a "Needs" statement, the full statement will fill the cell. If you don't want this statement, you can simply click the dropdown arrow again and select another item; or, you can delete a statement by selecting the cell and clicking the DELETE KEY on your keyboard. If you want to select more than one statement, go to the next cell in the column and repeat the process selecting the appropriate statement(s). You can do this until you have selected all the statements that are appropriate to your proposed program.
The selections should reflect the Needs identified in your response to your Rating Factor narratives. There is no need to select all the Needs statements if they do not apply to what you plan to address or accomplish with the funding requested. When developing your eLogic Model®, associate the Needs statement(s) selected to the Services/Activities and Outcome(s) you select. To show relationships, you can skip rows when making your Needs statement(s) selection(s) and remember to place the associated Services/Activities and Outcome(s) in the same row.

Column 3 – Programming
Under the "Programming" Column (3), select Services/Activities. You do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of eligible Services/Activities appears. Select one of the Services/Activities in the list by clicking it. Identify your Year1 Services/Activities using the Year1 worksheet. Identify Year2 Services/Activities using the Year2 worksheet. Identify Year3 Services/Activities using the Year3 worksheet. Make a composite eLogic Model® of all years on the Total worksheet. *If you are only applying for a one year award, you do not need to create a composite eLogic Model® on the Total Tab.* Because the column may be too narrow to show the full Services/Activities statement in the dropdown list, you may wish to refer to the Tab labeled "Services" to see the full range of eligible Services/Activities, or you can (using your mouse) click on the shaded cell [E7] Services/Activities. This will expand the cell. To return the cell to its original size, click on shaded cell [E7] Services/Activities. When expanding and returning the cell to its original size, click once. Do not double click.

NOTE: If the Services/Activities that you are looking for does not appear on the dropdown list, choose "other" from the dropdown list and follow the instructions in the dialog boxes which are also described below:

A dialog box will appear that says "Year1". Click "OK" and another dialog box will appear that says, "You have selected 'other' and have the option to create a new Service/Activity or Outcome and a Unit of Measure. Are you prepared to do this now?"
Click "Yes" if you wish to continue.
You will see an input window that says, "Enter a new Activity/Service or Outcome to your dropdown list." Enter your new Service/Activity in the field provided and click "OK."
A second window will appear that says, "Specify a Unit of Measure." Enter the Unit of Measure in the field provided and click "OK". The new Service/Activity will appear in the eLogic Model® cell and it will be added to the dropdown list.
The new Service/Activity which you added will be displayed with the prefix "new".
If this function does not occur when working with your eLogic Model® please look at the directions for enabling macros. If after following the directions and this function still does not work, please call the NOFA Information Center at 800-HUD-8929 week days during operating hours of 10:00 a.m. to 6:30 p.m. eastern time, Monday to Friday, except federal holidays. The NOFA Information Center cannot provide you additional help right before a deadline date. Please take into account their operating hours and allow at least 72 hours for the NOFA Information Center to be able to get you additional help.
YOU ARE ONLY PERMITTED TO ADD A TOTAL OF THREE NEW SERVICES/ACTIVITIES PER ELOGIC MODEL®.

In the event that you want to delete, or change your newly created Service/Activity, follow the instructions in the dialog boxes which are also described below:
Click the Tab labeled Services at the bottom of your screen and then click cell [B1], "Click here to allow deletion of New Activities" at the top right of the window.
A dialog box will appear that says "Do you want to delete this new Service/Activity?" click "OK."
A dialog box will appear that says "Caution! This will delete all instances of 'new Service/Activity in your Logic Model. Do you wish to continue?" Click "Yes."
<u>You can only delete new Services/Activities</u>.
To find out how to associate a Service/Activity and Outcome to a HUD Goal and Policy Priority, see the instructions under Column 1, Policy.

Column 4 – Measure
Notice that as the Services/Activities you selected appears in Column 3, a corresponding Unit of Measure appears or populates in the Column 4, Measure. The Unit of Measure could be "persons", "dollars", "square feet", "houses", "date", or some other Unit of Measure that relates to the selected Services/Activities. Immediately below the Unit of Measure are three blank cells. Enter the projected number of persons or units (or dates if applicable) you are proposing to deliver or accomplish in the "Pre" column. When entering the date, use the format MM/DD/YYYY. When entering your projection in the "Pre" column, type the number or date in the cell and tab down or use your mouse to go to the next cell. If you click the Enter key, you will see the error message, "Run-time error '13':" If you see this message, click the button labeled End to continue. The "Run-time error '13' will not affect your work
<u>Please note that the "Post" and the Year-to-Date (YTD) columns are locked to be used later for reporting purposes so that at the time of application, you cannot enter data in these fields.</u>

Column 5 – Impact
Under Column 5, "Impact", select the Outcome that best corresponds to the "Needs" statement, Column 2 and Services/Activities, Column 3, which you just previously identified and selected for your eLogic Model®. This is the same procedure used for completing Column 3. When you select an Outcome from the dropdown list, a Unit of Measure automatically appears in the next column, "Measure." Since the column may be too narrow to show the full Outcome statement in the dropdown list, you may wish to refer to the Tab labeled "Outcomes" to see the full range of Outcomes, or you can (using your mouse) click on the shaded cell [J7] Outcome. This will expand the cell. To return the cell to its original size, click on shaded cell [J7] Outcome.

NOTE: When expanding and returning the cell to its original size, click once. Do not double click.

NOTE: If the Outcome that you are looking for does not appear on the dropdown list, choose "other" from the dropdown list and follow the instructions in the dialog boxes which are also described below:
A dialog box will appear that says "Year1". Click "OK" and another dialog box will appear that says, "You have selected 'other' and have the option to create a new Service/Activity or Outcome and a Unit of Measure. Are you prepared to do this now?"
Click "Yes" if you wish to continue.
You will see an input window that says, "Enter a new Activity/Service or Outcome to your dropdown list." Enter your new Outcome in the field provided and click "OK."
A second window will appear that says, "Specify a Unit of Measure." Enter the Unit of Measure in the field provided and click "OK". The new Outcome will appear in the eLogic Model® cell and it will be added to the dropdown list.
The new Service/Activity which you added will be displayed with the prefix "new".
If this function does not occur when working with your eLogic Model® please look at the directions for enabling macros. If after following the directions and this function still does not work, please call the NOFA Information Center at 800-HUD-8929 week days during operating hours of 10:00 a.m. to 6:30 p.m. eastern time, Monday to Friday, except federal holidays. The NOFA Information Center cannot provide you additional help right before a deadline date. Please take into account their operating hours and allow at least 72 hours for the NOFA Information Center to be able to get you additional help.

YOU ARE ONLY PERMITTED TO ADD A TOTAL OF THREE NEW OUTCOMES PER ELOGIC MODEL®.
In the event that you want to delete, or change your newly created Outcome, follow the instructions in the dialog boxes which are also described below:
Click the Tab labeled Outcomes at the bottom of your screen and then click cell [B1], "Click here to allow deletion of New Outcomes" at the top right of the window.
A dialog box will appear that says "Do you want to delete this Outcome?" click "OK."
A dialog box will appear that says "Caution! This will delete all instances of 'new Outcome' in your Logic Model. Do you wish to continue?" Click "Yes."
You can only delete new Outcomes.
To find out how to associate a Service/Activity and Outcome to a HUD Goal and Policy Priority, see the instructions under Column 1, Policy.

Column 6 – Measure
As the Outcomes you selected appear in the cell, a corresponding Unit of Measure appears or populates in Column 6, Measure. The Unit of Measure could be "persons", "dollars", "square feet", "houses", "date", or some other Unit of Measure that relates to the selected Outcome. Immediately below the Unit of Measure are three blank cells. Enter the projected number of persons or units (or dates if applicable) you are proposing to deliver or accomplish in the "Pre" column. When entering the date, use the format MM/DD/YYYY. When entering your projection in the "Pre" column, type the number or date in the cell and tab down or use your mouse to go to the next cell. If you click the Enter key, you will see the error message, "Run-time error '13'." If you see this message, click the button labeled End to continue. The "Run-time error '13':" will not affect your work.
Please note that the "Post" and the Year-to-Date (YTD) columns are locked to be used later for reporting purposes so that at the time of application, you cannot enter data in these fields.

Review for Using Columns 2, 3, 4, 5, and 6 of the eLogic Model®

How To Demonstrate the Relationship between a HUD Goal, Policy Priority, Services/Activities and Outcomes
In the eLogic Model®, applicants can select Services/Activities and Outcomes appropriate to how they conduct business. There are four possible types of associations among Services/Activities and Outcomes:
One to One - A single Service/Activity can yield a single Outcome. For example, referral to an employer can yield job placement; the Service/Activity is referral and the Outcome is job placement.
One to Many - A single Service/Activity can yield more than one Outcome. For example, a Service/Activity such as referral to an employer can yield several Outcomes such as job placement, job retention lasting 30 days, and job retention lasting longer than 90 days.
Many to One - More than one Service/Activity can yield one Outcome. For example, Services/Activities such as providing resume writing, job search classes, pre-employment counseling, and referrals to employers can result in a single job placement, the Outcome.
Many to Many - More than one Service/Activity can yield more than one Outcome. For example, multiple Services/Activities such as providing resume writing, job search classes, pre-employment counseling, and referrals to employers can result in multiple Outcomes including job placement, job retention more than 30 days, job retention more than 90 days, and increased household income.
There is no predesigned way to complete your eLogic Model®. It depends on how you operate your program.

Demonstrating Relationships Between Services/Activities and Outcomes
Show the relationships between the Services/Activities and Outcomes as you create your eLogic Model® using one or more of these models described above:
One to One
One to Many
Many to One
Many to Many

Between each Service/Activity, skip a row and then start entering the next set of Services/Activities. Use the same structure to enter your associated Outcomes. There is more than enough space to do this within the eLogic Model® template.

Repeat the process of specifying "Policy", "Needs", "Service/Activity" and "Outcome" using as many rows as is necessary to fully describe your proposal. Applicants must skip a row when selecting new HUD Goals, Policy Priorities, Needs, Activities/Services and Outcomes. The eLogic Model® form extends to six pages when printed out. You may view a preprint of your eLogic Model® at any time by selecting FILES | Print Preview from the Menu bar at the very top of the Excel® Window. It is recommended that you do this periodically to get a better view of the eLogic Model® you are creating.

Associating Services/Activities with Outcomes Over Multiple Years
You can adjust the look of your eLogic Model® by skipping rows, so that "Needs", "Services/Activities" and "Outcomes" are grouped or associated together. If you are conducting a multi-year project and the "Services/Activities" occurs in Year1 with the resulting Outcomes occurring in Year2, make sure that you show the relationship between the Services/Activities in Year1 with the Outcomes occurring in Year2 and similarly the relationships between Year2 Services/Activities with the Outcomes occurring in Year3. You can do this by leaving blank fields corresponding to the lines in which Services/Activities were identified in the previous year or years. For example, if you have enrolled someone in General Equivalency Degree (GED) classes, the results of attending the GED Classes may not result in a person obtaining a GED degree until Year 2 or Year 3.
To show the relationship over time:
Enter the Services/Activities in Year 1 noting to yourself the line numbers on the Excel® worksheet that the Services/Activities appear in the Year 1 Tab of the eLogic Model®.
Move to the year Tab that you are proposing the Outcomes to occur. In the Year 2 or Year 3 Tab, place the Outcomes in the Outcomes section in the same rows that you noted the Services/Activities. You will be leaving the Outcomes blank in Year 1 and the Services/Activities blank for those corresponding rows in either Year 2 or Year 3.
Skip a row in both the Year 1 and the corresponding Year that you placed the Outcomes. Do this as many times as needed, remembering to maintain the same row numbers for Services/Activities and Outcomes across the span of years.

Demonstrating the Relationship To Needs Statements
Similarly, if you want to demonstrate the relationship between Services/Activities, Outcomes and a Needs statement, select the Needs statement and enter the Services/Activities and the corresponding Outcomes on the same row in the Excel® worksheet. To select another Needs statement, skip a row and identify the Services/Activities and Outcomes on the same row in the Excel® worksheet. This can occur within a single year or across years provided you remember to maintain the row alignment to the Needs statement, Services/Activities and Outcomes. You can continue adding activities and outcomes associated to the Needs statement as needed. When done, skip a row to move to another Needs statement and set of Services/Activities,

CAUTION, DO NOT CUT & PASTE ITEMS FROM ONE COLUMN TO ANOTHER. For example, do not cut and paste an item from the "Needs" Column to the "Services/Activities" Column, or the "Services/Activities" Column to the "Outcomes" Column. Doing so will produce an unstable worksheet which will behave erratically, requiring you to start over with a new blank eLogic Model® workbook.

Column 7 – Accountability
Under the "Accountability" Column (7), enter the tools and the process of collection and processing of data in your organization to support all project management, reporting, and responses to the Management Questions. This column provides the framework for structuring your data collection efforts. If the collection and processing of data is not well planned, the likelihood of its use to further the management of the program and support evaluation activity is limited. If data are collected inconsistently, or if data are missing, not retrievable, or mishandled, the validity of any conclusions is weakened. The structure of Column 7 contains five components in the form of dropdown fields that address the Evaluation Process. You are responsible for addressing each of the five steps that address the process of managing the critical information about your project.

A. Tools for Measurement
B. Where Data Maintained
C. Source of Data
D. Frequency of Collection
E. Processing of Data

You may select up to five choices for each of the five processes (A-E) that supports Accountability and tracks Services/Activities and Outcomes. Given the limited space, please identify the most frequent sources for the processes (A-E). As you proceed through the remaining components, B through E, specify those components in the same order as you selected the "Tools for Measurement" listed under item A. For example, if the first Tool is "Pre-post Test," then the first item under B "Where Data Maintained" must identify where the pre-post test data is maintained, and so on through E. The first entry should pertain to "Pre-post Test." Likewise, if the second item in A is "Satisfaction Surveys," then specify the second item in B through E as it pertains to "Satisfaction Surveys."

A. Tools for Measurement. A device is needed for collecting data; e.g., a test, survey, attendance log, or inspection report, etc. The tool "holds" the evidence of the realized Services/Activities or Outcomes specified in the eLogic Model®. At times, there could be multiple tools for a given event. A choice can be made to use several tools, or rely on one that is most reliable, or most efficient but still reliable. Whatever tool is identified, it is important to remain consistent throughout the project.
Instructions: Under Column 7, Accountability, select your choices of "Tools for Measurement" to Track Services/Activities and Outcomes. You do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of Tools appears. Select one or more of the Tools in the list by clicking it.

B. Where Data Maintained. A record of where the data or data tool resides must be maintained. It is not required that all tools and all data are kept in one single place. You may keep attendance logs at the main office files, but keep other tools or data such as a "case record" in the case files at the service site. It is important to designate where tools and/or data are to be maintained. For example, if your program has a sophisticated computer system and all data is entered into a custom-designed database, it is necessary to designate where the original or source documents will be maintained.
Instructions: Under Column 7, Accountability, select your choices of "Where Data Maintained." You do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of Where Data Maintained appears. Select one or more of the Where Data Maintained in the list by clicking it.

C. Source of Data. This is the source where the data originates. Identify the source and make sure that it is appropriate.
Instructions: Under Column 7, Accountability, select your choices of "Source of Data." You do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of Source of Data appears. Select one or more of the Source of Data in the list by clicking it.

D. Frequency of Collection. Timing matters in data collection. In most instances, you want to get it while it occurs. Collect data at the time of the encounter; if impossible, when it is most opportune immediately thereafter. For example, collect report card data immediately upon the issuance of report cards. Do not wait until after the school year is over. Collect feedback surveys at the conclusion of the event, not a few months later when clients may be difficult to reach. Reporting can be done at anytime if the data is already collected. Another important aspect of this dimension is consistency. If some post tests are collected soon after the event, but others are attempted months later, the data are confounded by the differences in the timing. If some financial data are collected at the middle of the month and others at the end of the month, the data may be confounded by systematic timing bias.
Instructions: Under Column 7, Accountability, select your choices of "Frequency of Collection." You do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of Frequency of Collection appears. Select one or more of the Frequency of Collection in the list by clicking it.

E. Processing of Data. This is where you identify the mechanism that will be employed to process the data. Some possibilities are: manual tallies, computer spreadsheets, flat file database, relational database, statistical database, etc. The eLogic Model® is only a summary of the program and it cannot accommodate a full description of your management information system. There is an implicit assumption that the grantee has thought through the process to assure that the mechanism is adequate to the task(s).
Instructions: Under Column 7, Accountability, select your choices of "Processing of Data." You do this by clicking the mouse in one of the cells of this column. A little dropdown arrow appears. Click the dropdown arrow and a dropdown list of Processing of Data appears. Select one or more of the Process of Data in the list by clicking it.

Saving Your eLogic Model®
The 2012 eLogic Model® was constructed using Excel™ 2007. The models are posted on Grants.gov as Excel® 2003. You can save your eLogic Model® as an Excel® 97-2003 Workbook or as an Excel® 2007 Workbook. If you are using Excel® 97-2003 and if you see [Compatibility Mode] at the top of your Excel® where the name of the Excel® Workbook is located, it will not affect the functionality of the eLogic Model®. You can run the eLogic Model® in either Excel® version without functionality issues.
When you have completed the eLogic Model®, or wish to stop and continue later, save the file by going to the Excel® Menu bar and choosing FILE | Save As. Then specify a name for the file, and note where you save the file on your computer.
Use the name of the HUD Program and your organization name to form a file name for your eLogic Model®. For example, FHIP_DillardAffordableHousing. Please note that there is an "underscore" between FHIP and no spaces between Dillard Affordable Housing separating the Program Name from the Project Name which is needed to identify the eLogic Model® in the database. This is the only convention allowed to separate these two terms. Do not use an underscore to separate words in your project name.
Do not use spaces or special characters such as dashes, periods, asterisks, and symbols when saving your eLogic Model®, only use letters and numbers. Only underscores are permitted. If you fail to follow these directions by using special characters or spaces, <u>or the file name exceeds 50 characters</u>, grants.gov will reject your submission as JAVA code treats your submission as containing a virus.

If your program has a program component, please follow the example below adding the Program Component "EOI" with an underscore:

FHIP_EOI_DillardAffordableHousing

Please remember, if you are submitting multiple applications under the same applicant name for the same HUD program, you must distinguish between the two applications as is shown below:

FHIP_EOI_DillardAffordableHousing1
FHIP_EOI_DillardAffordableHousing2

Please be sure to review the file formats and naming requirements contained in the General Section.

Excel® automatically adds the file extension ".xls" or "xlsx" to your file name. Make sure the file extension is not capitalized. <u>In following these directions, if your organizational name exceeds the 50 character limit for space, you should abbreviate your organizational name by either using its initials or a recognizable acronym, e.g., South Carolina State University maybe written as SCSU, or Howard University maybe written as HOWDU.</u>

When you close the eLogic Model® you receive a message that says "Have you use the error button to ensure that your eLogic Model is filled out correctly? Click OK to continue." Dialog boxes have been created as reminders. Click OK on the dialog boxes. You will then get to the default Excel® dialog box asking if you want to save changes. Clicking CANCEL will allow you to go back and enter the missing mandatory fields. Clicking YES will save your work and close the Workbook but the mandatory fields will not be completed. Clicking NO WILL NOT SAVE your work and will close the Workbook."

Later, you will "Attach" this file to your application. Please remember the name of the file that you are saving. Be sure to delete any earlier version so that when you go to attach the file to your application, you select the appropriate and final file.

A single Workbook will be adequate for completing your eLogic Model®.

This ends the instructions for completing your eLogic Model® for application submission.

<u>INSTRUCTIONS FOR REPORTING PERFORMANCE TO HUD</u>
Do not modify or change the integrity of the eLogic Model® by adding additional Tabs or worksheets. The Instructions provided here will meet your needs. When saving your eLogic Model®, save it in the Excel® format. Do not convert it into PDF.
If your project is selected for funding, the eLogic Model® will be used as a monitoring and reporting tool upon final approval from the HUD program office. Upon approval, HUD will open the reporting side of the eLogic Model® allowing you to submit the actual Services/Activities and Outcomes against the approved (projected) Services/Activities and Outcomes. Specifically, HUD will open the "Post" and "YTD" fields in both Columns 4 and 6, and will close the "Pre" fields in the same columns. HUD will also open the Reporting Tab for you to meet the reporting requirements that are discussed below. The HUD program office will send back to you or post to a website, the approved eLogic Model® to be used for reporting purposes.

<u>Identify the Reporting Period Covered by the Report</u>
On the Coversheet are three fields that must be completed when you submit your reports to HUD: "Grants.gov Application Number", "HUD Award Number", and "Logic Model Amendment Number" which are located on Rows 33, 34 and 35 respectively. These fields allow HUD to associate the eLogic Model® submitted with the application with the negotiated logic model, and reports submitted. On the Year1, Year2, Year3 and Total Tabs are three additional fields labeled "Reporting Period", "Reporting Start Date" and "Reporting End Date." These three fields are <u>not</u> to be used at time of application. At the time of reporting they are mandatory. They are used during the reporting process to record the Start and End date of your reporting period." The required data must be entered to have a complete eLogic Model® report.

When actually reporting performance on your approved eLogic Model®, select the "Reporting Period" using the dropdown feature for:
Yr1 1st Quarter
Yr1 2nd Quarter
Yr1 3rd Quarter
Yr1 4th Quarter
Yr2 5th Quarter
Yr2 6th Quarter
Yr2 7th Quarter
Yr2 8th Quarter
Yr3 9th Quarter
Yr3 10th Quarter
Yr3 11th Quarter
Yr3 12th Quarter
Final Report.

Note: For those reporting on a semi-annual basis, the reporting period identified in the eLogic Model® report would be Yr1 2nd Quarter, and Yr1 4th Quarter for the first year reports and Yr2 6th Quarter and Yr2 8th Quarter, etc.. For those reporting on an annual basis, the eLogic Model® reporting period would be selected as Yr1 4th Quarter. If the award was a one year award, and the award was completed, the reporting period selected would be Final Report. If the report was multi-year, for the 2nd year report, the reporting period would be Yr2 8th Quarter.
Then enter a "Reporting Start Date" and the "Reporting End Date" that reflects the reporting period you will be submitting in accordance with required reporting time frames indicated in the HUD Program NOFA and the Award Agreement. When entering the dates, you must use this format, MM/DD/YYYY including the slashes. Using the MM/DD/YYYY format will allow HUD to enter your eLogic Model® into the database. If not, you may have to resubmit your eLogic Model® if it is not accepted by HUD.

Completing Performance Information in YEAR1, YEAR2, YEAR3, and TOTAL Tabs
Your projections approved by HUD that were entered in the "Pre" Column will be locked in and the "Post" and "YTD" will be opened for reporting purposes. When reporting enter:
Year1 accomplishments utilizing the Year1 Tab
Year2 accomplishments utilizing the Year2 Tab
Year3 accomplishments utilizing the Year3 Tab

For multi-year awards, use the Total Tab to capture cumulative reporting during years 2 and 3 and for your final report. *If you have a one year award you only need to complete Year1 for your final report.* If you have a two year award, use Year1, Year2, and Total. If you have a three year award, use Year1, Year2, Year3, and Total.

In each reporting period, enter your data for the reporting period cover by the report. Do not enter cumulative data in this column. The column labeled YTD is used to capture the cumulative data for the current reporting period as well as all past reports submitted covering the first year of the award. For example, if you report quarterly, when reporting Activities in Year1:

Enter your first quarter accomplishments in the "Post" column and the cumulative accomplishments in the "YTD" column. For the first quarter reporting, the numbers or dates will be the same in both columns.

For the second quarter of Year1 reporting, enter the data covering second quarter activities and outcomes which occurred in that quarter only. In the "YTD" column, you will enter the cumulative total of both the first and second quarter accomplishments.

Follow this same process for all quarters in Year1.

When reporting Activities in Year2:

Only enter your first quarter accomplishments of Year2 in the "Post" column. The information should only reflect activities and outcomes that occur in the 1st quarter of year 2. Cumulative accomplishment from year 1 and year 2 activities and outcomes will be recorded in the Total Worksheet.

Enter the Year 2 Quarter 1 accomplishments in the "YTD" column. For the first quarter reporting the numbers or dates will be the same for both the Actual and the YTD columns.
For the second quarter of Year2 reporting, you will only enter the second quarter results (what actually occurred in the second quarter independent of the previous quarter) of theYear2 in the "Post" column.
In the "YTD" column, you will enter the cumulative total of both the first and second quarter accomplishments for Year2. In the Total worksheet enter the cumulative total (the YTD from Year1 and the YTD from Year2). Follow these instructions for all quarters in Year2.

When reporting Activities in Year3, enter your first quarter accomplishments of Year3 non-cumulative in the "Post" column and the cumulative accomplishment of Year3 in the "YTD" column.

For the first quarter reporting the numbers or dates will be the same in both columns.

For the second quarter of Year3 reporting, you will enter the non-cumulative second quarter results (what actually occurred in the second quarter independent of the previous quarter) of the Year3 in the "Post" column.
In the "YTD" column you will enter the cumulative total of both the first and second quarter accomplishments for Year3. In the Total worksheet enter the cumulative total (the YTD from Year1, the YTD from Year2 and the YTD from Year3). Follow these instructions for all quarters in Year3.

Using the Total Worksheet
If you have a multi-year award, you will begin to use the "Total" Tab at the beginning of the second year. The "Total" Tab is designed to show cumulative totals of Year1, Year2, and Year3. The "Total" worksheet will show the cumulative progress for Year1, Year2, and Year3. In the Total worksheet, when you are reporting accomplishments for the first quarter of Year2, add the "YTD" number from Year1 and the "YTD" number for Year2. Remember, the first quarter of Year2 and the "Post" is the same number as the "YTD" number. If you are reporting accomplishments for the second quarter of Year2, add the "YTD" number from Year1 and the "YTD" number from Year2 and add them to reach a cumulative total or "YTD" of Year1 and the first two quarters of Year2.
Follow these instructions for all quarters in Year2, and Year3. At the end of the award period, the "Total" Worksheet will contain the cumulative total for all years.

Using the Reporting Worksheet
The Reporting Tab (worksheet) serves three functions: 1) Respond to the Management Questions, 2) Describe or explain actual performance compared to what was projected, and 3) Provide an explanation of any deviation (positive or negative) from the projections in your approved eLogic Model® . Each program has different Management Questions that are applicable to that program only. The Management Questions contained in the eLogic Model® ask key questions related to all Services/Activities and Outcomes in the eLogic Model® forms for each HUD program. Grantees are required to report on the Management Questions which relate to the specific Services/Activities and Outcomes that are in their HUD approved eLogic Model®. These are determined during negotiations with HUD. HUD will use the approved eLogic Model® for monitoring program performance throughout the project. The Services/Activities and Outcomes identified in your approved eLogic Model®, and resultant data reported in your eLogic Model® over the award performance period should enable you to address most or all of the Management Questions reflective of your project. The data collected during the course of your work and captured in the eLogic Model® will also be useful to you in evaluating the effectiveness of your program.
Use the Reporting Tab to enter your responses to the Management Questions by entering the appropriate "Answer" in the fields provided. The last question asks, "Describe the population you are serving in the space below." Enter a brief summary description of the demographic and socio-economic characteristics of the area and clients you are serving. Your description should be short and to the point - a paragraph or less.

Narrative Description - Explanation of Any Deviations From the Approved
In addition to your submission of your eLogic Model® results, if there are deviations from what you projected, you then must include a narrative indicating any positive or negative deviations from projected Services/Activities and Outcomes as contained in your approved eLogic Model® and explain the basis for the actual performance as compared to what was projected. In your narrative be sure to identify the Services/Activities and Outcomes from your approved eLogic Model® that you are describing and the reason why this deviation occurred. When doing this, create a paragraph header labeled, "Narrative Description - Positive/Negative Deviation from Approved Logic Model Projections." By identifying the deviations and the reasons, HUD is able to obtain information on what impacts affect the timeline for program activity and outcomes, and also will be able to share and disseminate best practices to help grantees learn from each other and to also increase the effectiveness of the program.

Saving Your Report
Save the eLogic Model® file you receive from HUD. Each time you submit your report to HUD, add the fiscal year of the NOFA in which the award was made and the reporting period to the file name. For example:
This is for a 1st quarter report.

FHIP_EOI_DillardAffordableHousing2012qtr1

This is for a 2nd quarter or semi-annual report.
FHIP_EOI_DillardAffordableHousing2012qtr2

This is for a 3rd quarter report.

FHIP_EOI_DillardAffordableHousing2012qtr3

This is for a 4th quarter or annual report.

FHIP_EOI_DillardAffordableHousing2012qtr4

This is for a 5th quarter or the first reporting period in year 2 of the project.

FHIP_EOI_DillardAffordableHousing2012qtr5

Please remember, if you are reporting on multiple projects under the award for the same HUD program, you must distinguish between the two reports as is shown below. Please note that an underscore was added before the fiscal year. Only add the underscore if there are multiple projects:

FHIP_EOI_DillardAffordableHousing1_2012qtr1
FHIP_EOI_DillardAffordableHousing2_2012qtr2

For eLogic Model® Training via webcast, consult the webcast schedule found at HUD's website at:
http://www.hud.gov/offices/adm/grants/fundsavail.cfm. If you have any questions regarding reporting requirements, please contact your HUD program representative.

Reporting Requirements
As part of your required reports to HUD, you must also submit an eLogic Model® report in either Excel® 2003 or 2007. (See the FY2012 General Section of the NOFA in the HUD approved electronic formats.)

2012 eLogic Model® Information Coversheet

Instructions

When completing this section there are "mandatory" fields that must be completed. These fields are highlighted in yellow. The required data must be entered correctly to complete an eLogic Model®. After completing all mandatory fields on the coversheet click on the "Check Errors" button at the top of this page. Applicant Legal Name must match box 8a in the SF-424 in your application. Enter the legal name by which you are incorporated and pay taxes. CCR Doing Business is new for 2010 eLogic Model®. Only complete this field if your registration at CCR includes an entry in Doing Business as: (dba). Enter the DUNS # as entered into box 8c of the SF-424 Application for Federal Assistance form. Enter the City where your organization is located, this information must match the SF-424 data in your application. Use the dropdown to enter the State where your organization is located, this information must match the SF-424 data in your application. This information must match the SF-424 data in your application. Enter the Grantee Contact Name and email address in the field provided. Enter the name of the person that completed the eLogic Model® and their email address in the field provided. When completing the Project Information Section, applicants except Indian Tribes must enter their Project Name, Project Location City/County/Parish, State, Project Type, and Construction Type. If there are multiple locations, enter the location where the majority of the work will be done. Indian tribes, including multi-state tribes, should enter the City or County associated with their business address location. For Indian Tribes, enter the state applicable to the business address of the Tribal entity.

Program Information

HUD Program	**ROSS-SC**
Program CFDA #	**14.870**
	Program Component

Grantee Information

Applicant Legal Name	City of Wichita Housing Authority
CCR Doing Business As Name	
DUNS Number	043063460 -
City	Wichita
State	KANSAS
Zip Code	67203 -
Grantee Contact Name	Brad Snapp
Grantee Contact email	bsnapp@wichita.gov
Logic Model Contact Name	Brad Snapp
Logic Model Contact email	bsnapp@wichita.gov

Project Information

Project Name	ROSS Service Coordination Program
Project Location City/County/Parish	Wichita/ Sedgwick County
Project Location State	KANSAS
Zip Code	67203 -
Project Type	Service Coordination
Construction Type	

Additional Information for Reporting (Leave Blank At the Time of Application)

Grants.gov Application Number	
HUD Award Number	
Logic Model Amendment Number	

eLogic Model®

Year 1

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name City of Wichita Housing Authority

CCR Doing Business As Name 0

HUD Program ROSS-SC

Program Component

Project Name ROSS Service Coordination Program

Reporting Period

Reporting Start Date

Reporting End Date

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
3B		There is a need for supportive services to enable disabled and elderly residents to remain living independently and/or age in place.	Outreach-Outreach to elderly persons with disabilities |Households	Households			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				175				125			**A. Tools for Measurement**
			Case Management-Service Coordination-Needs assessments conducted |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			Database
				25				15			Plans
			Food and Nutrition-Health-Individual meals service coordinated |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			Intake log
				5				5			Plans
			Health-Activities of daily living assistance connected |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			Program specific form(s)
				5				5			**B. Where Data Maintained**
			Health-Referral for mental health services |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			Agency database
				3				2			Individual case records
			Health-Persons equipped with personnel emergency response resources |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				2				2			
			Health-Referral for wellness programs |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				40				30			**C. Source of Data**
				#VALUE!				#VALUE!			Progress reports
											Referrals
				#VALUE!				#VALUE!			Statistics
				#VALUE!				#VALUE!			
											D. Frequency of Collection
				#VALUE!				#VALUE!			Weekly

eLogic Model®

Year 1

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	City of Wichita Housing Authority		
CCR Doing Business As Name	0		
HUD Program	ROSS-SC	**Reporting Period**	
Program Component		**Reporting Start Date**	
Project Name	ROSS Service Coordination Program	**Reporting End Date**	

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	**Pre**	**Post**	**YTD**	Impact	**Pre**	**Post**	**YTD**	Accountability
											Monthly
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
											E. Processing of Data
				#VALUE!				#VALUE!			Manual tallies
											Computer spreadsheets
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eLogic Model®

Year 1

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name City of Wichita Housing Authority

CCR Doing Business As Name 0

HUD Program ROSS-SC

Program Component

Project Name ROSS Service Coordination Program

Reporting Period

Reporting Start Date

Reporting End Date

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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eLogic Model®

Year 1

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	City of Wichita Housing Authority		
CCR Doing Business As Name	0		
HUD Program	ROSS-SC	**Reporting Period**	
Program Component		**Reporting Start Date**	
Project Name	ROSS Service Coordination Program	**Reporting End Date**	

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	**Pre**	**Post**	**YTD**	Impact	**Pre**	**Post**	**YTD**	Accountability
				#VALUE!				#VALUE!			

eLogic Model®

Year 1

OMB Approval 2535-0114 exp. 08/31/2014

2012

Applicant Legal Name	City of Wichita Housing Authority		
CCR Doing Business As Name	0		
HUD Program	ROSS-SC	**Reporting Period**	
Program Component		**Reporting Start Date**	
Project Name	ROSS Service Coordination Program	**Reporting End Date**	

DUNS No. 043063460 - 0

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	**Pre**	**Post**	**YTD**	Impact	**Pre**	**Post**	**YTD**	Accountability
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eLogic Model®

Year 1

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	City of Wichita Housing Authority		
CCR Doing Business As Name	0		
HUD Program	ROSS-SC	**Reporting Period**	
Program Component		**Reporting Start Date**	
Project Name	ROSS Service Coordination Program	**Reporting End Date**	

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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eLogic Model®

Year 1

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	City of Wichita Housing Authority		
CCR Doing Business As Name	0		
HUD Program	ROSS-SC	**Reporting Period**	
Program Component		**Reporting Start Date**	
Project Name	ROSS Service Coordination Program	**Reporting End Date**	

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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eLogic Model® **Year 2** *OMB Approval 2535-0114 exp. 08/31/2014*

Applicant Legal Name	City of Wichita Housing Authority			
CCR Doing Business As Name	0			
HUD Program	ROSS-SC	**Reporting Period**		
Program Component		**Reporting Start Date**		**DUNS No.** 043063460 - 0
Project Name	ROSS Service Coordination Program	**Reporting End Date**		

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
3B		There is a need for supportive services to enable disabled and elderly residents to remain living independently and/or age in place.	Outreach-Outreach to elderly persons with disabilities |Households	Households			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				180				125			**A. Tools for Measurement**
			Case Management-Service Coordination-Needs assessments conducted |Persons	Persons			Youth-College acceptance |Persons	Persons			
				25				15			
			Food and Nutrition-Health-Individual meals service coordinated |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				5				5			
			Health-Activities of daily living assistance connected |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				6				5			**B. Where Data Maintained**
			Health-Referral for mental health services |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				3				2			
			Health-Persons equipped with personnel emergency response resources |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				3				30			
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											C. Source of Data
				#VALUE!				#VALUE!			
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											D. Frequency of Collection
				#VALUE!				#VALUE!			

eLogic Model®

Year 2

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name City of Wichita Housing Authority

CCR Doing Business As Name 0

HUD Program ROSS-SC

Program Component

Project Name ROSS Service Coordination Program

Reporting Period

Reporting Start Date

Reporting End Date

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			
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											E. Processing of Data
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eLogic Model® **Year 2** **OMB Approval 2535-0114 exp. 08/31/2014**

Applicant Legal Name	City of Wichita Housing Authority
CCR Doing Business As Name	0
HUD Program	ROSS-SC
Program Component	
Project Name	ROSS Service Coordination Program
Reporting Period	
Reporting Start Date	
Reporting End Date	
DUNS No.	043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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eLogic Model®

Year 2

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name City of Wichita Housing Authority

CCR Doing Business As Name 0

HUD Program ROSS-SC

Program Component

Project Name ROSS Service Coordination Program

Reporting Period

Reporting Start Date

Reporting End Date

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			
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eLogic Model®

Year 2

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Program Component

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2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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eLogic Model®

Year 2

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	City of Wichita Housing Authority
CCR Doing Business As Name	0
HUD Program	ROSS-SC
Program Component	
Project Name	ROSS Service Coordination Program
Reporting Period	
Reporting Start Date	
Reporting End Date	
DUNS No.	043063460 - 0

2012

HUD Goals	**Policy Priority**	**Needs**	**Services/Activities**	**Measures**			**Outcomes**	**Measures**			**Evaluation Tools**
1		2	3	4			5	6			7
Policy		Planning	Programming	**Pre**	**Post**	**YTD**	Impact	**Pre**	**Post**	**YTD**	Accountability
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eLogic Model® **Year 2** ***OMB Approval 2535-0114 exp. 08/31/2014***

Applicant Legal Name	City of Wichita Housing Authority			
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HUD Program	ROSS-SC	**Reporting Period**		
Program Component		**Reporting Start Date**		**DUNS No.** 043063460 - 0
Project Name	ROSS Service Coordination Program	**Reporting End Date**		**2012**

HUD Goals	**Policy Priority**	**Needs**	**Services/Activities**	**Measures**			**Outcomes**	**Measures**			**Evaluation Tools**
1		2	3		4		5		6		7
Policy		Planning	Programming	**Pre**	**Post**	**YTD**	Impact	**Pre**	**Post**	**YTD**	Accountability
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eLogic Model®

Year 2

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	City of Wichita Housing Authority		
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HUD Program	ROSS-SC	**Reporting Period**	
Program Component		**Reporting Start Date**	
Project Name	ROSS Service Coordination Program	**Reporting End Date**	

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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eLogic Model®

Year 2

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	City of Wichita Housing Authority		
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HUD Program	ROSS-SC	**Reporting Period**	
Program Component		**Reporting Start Date**	
Project Name	ROSS Service Coordination Program	**Reporting End Date**	

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	**Pre**	**Post**	**YTD**	Impact	**Pre**	**Post**	**YTD**	Accountability
				#VALUE!				#VALUE!			

eLogic Model® **Year 2** *OMB Approval 2535-0114 exp. 08/31/2014*

Applicant Legal Name	City of Wichita Housing Authority			
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HUD Program	ROSS-SC	**Reporting Period**		
Program Component		**Reporting Start Date**		**DUNS No.** 043063460 - 0
Project Name	ROSS Service Coordination Program	**Reporting End Date**		**2012**

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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eLogic Model®

Year 2

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	City of Wichita Housing Authority		
CCR Doing Business As Name	0		
HUD Program	ROSS-SC	**Reporting Period**	
Program Component		**Reporting Start Date**	
Project Name	ROSS Service Coordination Program	**Reporting End Date**	

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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Year 2

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	City of Wichita Housing Authority		
CCR Doing Business As Name	0		
HUD Program	ROSS-SC	**Reporting Period**	
Program Component		**Reporting Start Date**	
Project Name	ROSS Service Coordination Program	**Reporting End Date**	

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
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eLogic Model®

Year 3

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	City of Wichita Housing Authority
CCR Doing Business As Name	0
HUD Program	ROSS-SC
Program Component	
Project Name	ROSS Service Coordination Program
Reporting Period	
Reporting Start Date	
Reporting End Date	
DUNS No.	043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
3B		There is a need for supportive services to enable disabled and elderly residents to remain living independently and/or age in place.	Outreach-Outreach to elderly persons with disabilities |Households	Households			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				185				125			**A. Tools for Measurement**
			Case Management-Service Coordination-Needs assessments conducted |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			Database
				25				15			Program specific form(s)
			Food and Nutrition-Health-Individual meals service coordinated |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				7				5			
			Health-Activities of daily living assistance connected |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				7				5			**B. Where Data Maintained**
			Health-Referral for mental health services |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			Agency database
				3				2			Individual case records
			Health-Persons equipped with personnel emergency response resources |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				3				2			
			Health-Referral for wellness programs |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				50				30			**C. Source of Data**
				#VALUE!				#VALUE!			Referrals
											Statistics
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
											D. Frequency of Collection
				#VALUE!				#VALUE!			Weekly

eLogic Model®

Year 3

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Applicant Legal Name City of Wichita Housing Authority

CCR Doing Business As Name 0

HUD Program ROSS-SC

Program Component

Project Name ROSS Service Coordination Program

Reporting Period

Reporting Start Date

Reporting End Date

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
											Monthly
				#VALUE!				#VALUE!			Biannually
											Annually
				#VALUE!				#VALUE!			
											E. Processing of Data
				#VALUE!				#VALUE!			Computer spreadsheets
											Manual tallies
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
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				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			

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HUD Program ROSS-SC **Reporting Period**

Program Component **Reporting Start Date** **DUNS No.** 043063460 - 0

Project Name ROSS Service Coordination Program **Reporting End Date** **2012**

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
					#VALUE!				#VALUE!		
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					#VALUE!				#VALUE!		
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					#VALUE!				#VALUE!		

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Applicant Legal Name	City of Wichita Housing Authority
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HUD Program	ROSS-SC
Program Component	
Project Name	ROSS Service Coordination Program
Reporting Period	
Reporting Start Date	
Reporting End Date	
DUNS No.	043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
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				#VALUE!				#VALUE!			

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Program Component **Reporting Start Date** **DUNS No.** 043063460 - 0

Project Name ROSS Service Coordination Program **Reporting End Date** **2012**

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
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					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		

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Reporting Start Date	
Reporting End Date	
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2012

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1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
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				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			

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Program Component		**Reporting Start Date**	
Project Name	ROSS Service Coordination Program	**Reporting End Date**	

DUNS No. 043063460 - 0

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HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
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					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		

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1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			

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HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	**Pre**	**Post**	**YTD**	Impact	**Pre**	**Post**	**YTD**	Accountability
				#VALUE!				#VALUE!			

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HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
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					#VALUE!				#VALUE!		
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					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		

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Program Component		**Reporting Start Date**	
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HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			

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Program Component		**Reporting Start Date**	
Project Name	ROSS Service Coordination Program	**Reporting End Date**	

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HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
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				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
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Reporting Start Date	
Reporting End Date	
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2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
		There is a need for supportive services to enable disabled and elderly residents to remain living independently and/or age in place.	Outreach-Outreach to elderly persons with disabilities |Households	Households			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
3B				540				375			**A. Tools for Measurement**
			Case Management-Service Coordination-Needs assessments conducted |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			Database
				75				45			
			Food and Nutrition-Health-Individual meals service coordinated |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				17				15			
			Health-Activities of daily living assistance connected |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				18				15			**B. Where Data Maintained**
			Health-Referral for mental health services |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			Centralized database
				9				6			
			Health-Persons equipped with personnel emergency response resources |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				8				6			
			Health-Referral for wellness programs |Persons	Persons			Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons			
				135				90			**C. Source of Data**
				#VALUE!				#VALUE!			Progress reports
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
											D. Frequency of Collection
				#VALUE!				#VALUE!			Biannually

eLogic Model®

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OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name City of Wichita Housing Authority

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HUD Program ROSS-SC

Program Component

Project Name ROSS Service Coordination Program

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Reporting End Date

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
											E. Processing of Data
				#VALUE!				#VALUE!			Computer spreadsheets
											Flat file database
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
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OMB Approval 2535-0114 exp. 08/31/2014

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Program Component	
Project Name	ROSS Service Coordination Program
Reporting Period	
Reporting Start Date	
Reporting End Date	
DUNS No.	043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	**Pre**	**Post**	**YTD**	Impact	**Pre**	**Post**	**YTD**	Accountability
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
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				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			

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HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
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Program Component		**Reporting Start Date**	
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HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
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Program Component		**Reporting Start Date**		**DUNS No.** 043063460 - 0
Project Name	ROSS Service Coordination Program	**Reporting End Date**		**2012**

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	**Pre**	**Post**	**YTD**	Impact	**Pre**	**Post**	**YTD**	Accountability
					#VALUE!				#VALUE!		
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1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
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HUD Goals	**Policy Priority**	**Needs**	**Services/Activities**	**Measures**			**Outcomes**	**Measures**			**Evaluation Tools**
1		2	3	4			5	6			7
Policy		Planning	Programming	**Pre**	**Post**	**YTD**	Impact	**Pre**	**Post**	**YTD**	Accountability
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
					#VALUE!				#VALUE!		
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HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
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				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
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1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
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				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			

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1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			

HUD Goals	
1A	**Strengthen the Nation's Housing Market to Bolster the Economy and Protect Consumers** (1A) Stem the foreclosure crisis.
1B	**Strengthen the Nation's Housing Market to Bolster the Economy and Protect Consumer** (1B) Protect and educate consumers when they buy, refinance or rent a home.
1C	**Strengthen the Nation's Housing Market to Bolster the Economy and Protect Consumers** (1C) Create financially sustainable homeownership opportunities.
1D	**Strengthen the Nation's Housing Market to Bolster the Economy and Protect Consumers** (1D) Establish an accountable and sustainable housing finance system.
2A	**Meet the Need for Quality Affordable Rental Homes** (2A) End homelessness and substantially reduce the number of families and individuals with severe housing needs.
2B	**Meet the Need for Quality Affordable Rental Homes** (2B) Expand the supply of affordable rental homes where most needed.
2C	**Meet the Need for Quality Affordable Rental Homes** (2C) Preserve the affordability and improve the quality of federally assisted and private unassisted affordable rental homes.
2D	**Meet the Need for Quality Affordable Rental Homes** (2D) Expand families' choices of affordable rental homes located in a broad range of communities.
3A	**Utilize Housing as a Platform for Improving Quality of Life** (3A) Utilize HUD assistance to improve educational outcomes and early learning and development.
3B	**Utilize Housing as a Platform for Improving Quality of Life** (3B) Utilize HUD assistance to improve health outcomes.
3C	**Utilize Housing as a Platform for Improving Quality of Life** (3C) Utilize HUD assistance to increase economic security and self-sufficiency.
3D	**Utilize Housing as a Platform for Improving Quality of Life** (3D) Utilize HUD assistance to improve housing stability through supportive services for vulnerable populations including the elderly, people with disabilities, homeless people, and those individuals and families at risk of becoming homeless.
3E	**Utilize Housing as a Platform for Improving Quality of Life** (3E) Utilize HUD assistance to improve public safety.
4A	**Build Inclusive and Sustainable Communities Free from Discrimination** (4A) Catalyze economic development and job creation, while enhancing and preserving community assets.
4B	**Build Inclusive and Sustainable Communities Free from Discrimination** (4B) Promote energy efficient buildings and location efficient communities that are healthy, affordable and diverse.
4C	**Build Inclusive and Sustainable Communities Free from Discrimination** (4C) Ensure open, diverse, and equitable communities.
4D	**Build Inclusive and Sustainable Communities Free from Discrimination** (4D) Facilitate disaster preparedness, recovery and resiliency.
4E	**Build Inclusive and Sustainable Communities Free from Discrimination** (4E) Build the capacity of local, state and regional public and private organizations.
5A	**Transform the Way HUD Does Business** (5A) Build Capacity: Create a flexible and high performing learning organization with a motivated, skilled workforce.
5B	**Transform the Way HUD Does Business** (5B) Focus on Results: Create an empowered organization that is customer-centered, place based, collaborative, and responsive to employee feedback and focused on results.

HUD Priorities	
1a	**Job Creation/Employment** (1a) Improving access to job opportunities through information sharing, coordination with federal, state, and local entities, and other means.
1b	**Job Creation/Employment** (1b) Increasing access to job training, career services, and work, supports through coordination with federal, state, and local entities.
1c	**Job Creation/Employment** (1c) Expanding economic and job creation opportunities for low-income residents and creating better transportation access to those jobs and other economic opportunities by partnering with federal and nonprofit agencies, private industry, and planning and economic development organizations and by leveraging federal and private resources.
2a	**Sustainability** (2a) Promote and preserve community assets including small businesses, fresh food markets, parks, hospitals, and quality schools by incentivizing comprehensive and inclusive local economic development planning.
2b	**Sustainability** (2b) Give consumers more information about the true cost of living by incorporating both housing and transportation costs into measures of affordability.
2c	**Sustainability** (2c) Improve residents' health and safety, particularly that of children and other vulnerable populations, by promoting green and healthy design, construction, rehabilitation, and maintenance of housing and communities.
2d	**Sustainability** (2d) Support and promote an energy-efficient, green, and healthy housing market by retrofitting existing housing, supporting energy-efficient new construction, improving home energy labeling, and promoting financing products that reduce the carbon footprint of non-HUD-supported residential buildings.
2e	**Sustainability** (2e) Reduce energy consumption and incorporate green building practices in the design and operation of HUD-supported affordable housing.
2f	**Sustainability** (2f) Promote coordinated planning, integrating federal resources, and targeting technical assistance at the local, state, and regional levels for sustainable housing and communities.
2g	**Sustainability** (2g) Promote the design and construction of buildings and communities that are accessible and visitable by people with disabilities.
2h	**Sustainability** (2h) Promote the use of climate-resilient and disaster-resistant building design, construction and siting.
2i	**Sustainability** (2i) Encourage metropolitan and regional focus in planning and community development.
3a	**Affirmatively Furthering Fair Housing** (3a) Regional coordination of affirmatively furthering fair housing plans, including such activities as developing regional analyses of impediments.
3b	**Affirmatively Furthering Fair Housing** (3b) Regional strategies to reduce racially segregated living patterns and other effects of formely de jure segregated public or assisted housing in metropolitan areas with a year 2000 dissimilarity index of 70 or higher and where the minority population is at least 20,000 or 3 percent of the total population in the Core Based Statistical Area (CBSA), whichever is greater.
3c	**Affirmatively Furthering Fair Housing** (3c) Decreasing the concentration of poverty and racial segregation in neighborhoods and communities through strategic targeting of resources.
3d	**Affirmatively Furthering Fair Housing** (3d) Promoting visitability for persons with disabilities in single-family housing.
4a	**Capacity Building and Knowledge Sharing** (4a) Develop, target and deliver technical assistance for increasing affordability in areas experiencing increased rental costs due to development.
4b	**Capacity Building and Knowledge Sharing** (4b) Strengthen the capacity of state and local partners, including governments and nonprofit organizations, to implement HUD programs, participate in decision making and planning processes, and coordinate on cross-programmatic, place-based approaches through grantmaking and technical assistance.
4c	**Capacity Building and Knowledge Sharing** (4c) Support knowledge sharing and innovation by disseminating best practices, encouraging peer learning, publishing data analysis and research, and helping to incubate and test new ideas.
5a	**Using Housing as a Platform for Improving Other Outcomes** (5a) Increasing access to high quality early learning programs and services through coordination with local programs.

5C	**Transform the Way HUD Does Business** (5C) Bureaucracy Busting: Create flexible, modern rules and systems that promote responsiveness, openness and transparency.
5D	**Transform the Way HUD Does Business** (5D) Culture Change: Create a healthy, open, flexible work environment that reflects the values of HUD's mission.

5b	**Using Housing as a Platform for Improving Other Outcomes** (5b) Providing physical space to co-locate healthcare and wellness services with housing (e.g., on-site health clinics).
5c	**Using Housing as a Platform for Improving Other Outcomes** (5c) Increasing access to public benefits (such as Temporary Assistance to Needy Families and Supplemental Security Income) through outreach and other means.
5d	**Using Housing as a Platform for Improving Other Outcomes** (5d) Maintaining or improving the physical environment and design of HUD-assisted residences, giving attention to physical safety and crime prevention.
5e	**Using Housing as a Platform for Improving Other Outcomes** (5e) Providing mobility counseling to increase access to neighborhoods of opportunity.
6a	**Expand Cross-Cutting Policy Knowledge (6a)** Support knowledge sharing and innovation by disseminating best practices, encouraging peer learning, publishing data analysis and research, and helping to incubate and test new ideas.

CAMP eLogic Model®
Column 2
NEEDS
There is a need for supportive services to enable disabled and elderly residents to remain living independently and/or age in place.
Residents lack skills and training in employability, access to the Internet and computer technology, educational programs, as well as supportive services and programs designed to promote economic self-sufficiency.
Residents lack the knowledge to move to market rate rental housing and/or purchase a home.
There is a need for families residing in Public and Indian housing to gain computer skills necessary to compete in the job market and complete school/homework assignments.
There is a need for families residing in Public and Indian housing to gain employment through job training and mentoring programs.
There is a need for families residing in Public and Indian housing to receive training in financial management and life skills training.
There is a need for families residing in Public and Indian housing to receive post employment career enhancement counseling.
There is a need for families residing in Public and Indian housing to obtain a High School diploma or GED or two-year or 4-year degree in order to qualify for employment opportunities at a living wage.
Children and teens in Public and Indian Housing need support in reaching their educational potential which may be advanced from tutoring, mentoring or other school support programs.

CAMP eLogic Model®	*Click here to allow deletion of 'New' Activities*
Column 3	
SERVICES/ACTIVITIES	**UNITS**
Administration-Hire ROSS Service Coordinator |Persons	Persons
Business Opportunities-Other-Businesses |Businesses	Businesses
Business Opportunities-Other-Dollars |Dollars	Dollars
Business Opportunities-Section 3-Businesses |Businesses	Businesses
Business Opportunities-Section 3-Dollars |Dollars	Dollars
Case Management-Service Coordination-New |Persons	Persons
Case Management-Service Coordination-Continuing-Year 1 |Persons	Persons
Case Management-Service Coordination-Continuing-Year 2 |Persons	Persons
Case Management-Service Coordination-Continuing-Year 3 |Persons	Persons
Case Management-Service Coordination-Individual Training Service Plans (ITSPs) developed |Persons	Persons
Case Management-Service Coordination-Mentoring relationships established |Persons	Persons
Case Management-Service Coordination-Needs assessments conducted |Persons	Persons
Childcare-Childcare-Working households linked to childcare services |Households	Households
Childcare-Non-working households under contract linked to childcare services |Households	Households
Education-Adult Basic Education-Completed |Persons	Persons
Education-Adult Basic Education-Enrolled |Persons	Persons
Education-ESL classes-Completed |Persons	Persons
Education-ESL classes-Enrolled |Persons	Persons
Education-ESL level increased four--six levels |Persons	Persons
Education-ESL level increased two--three levels |Persons	Persons
Education-Functional literacy increased-TABE Score increased five--seven grade levels |Persons	Persons
Education-Functional literacy increased-TABE Score increased two--four grade levels |Persons	Persons
Education-GED program-Completed |Persons	Persons
Education-GED program-Enrolled |Persons	Persons
Education-High school-Enrolled |Persons	Persons
Education-Literacy class-Enrolled |Persons	Persons
Education-Literacy class-Completed |Persons	Persons
Education-Post secondary Classes-Completed |Persons	Persons
Education-Post secondary Classes-Enrolled |Persons	Persons
Employment Opportunities-Other-Available jobs (FTE) |Available jobs	Available jobs
Employment Opportunities-Other-Persons |Persons	Persons
Employment Opportunities-Section 3-Available jobs (FTE) |Available jobs	Available jobs
Employment Opportunities-Section 3-Persons |Persons	Persons
Employment-Employment/Career counseling-Enrolled |Persons	Persons

Employment-Job retention activities |Persons	Persons
Employment-Post employment mentoring |Persons	Persons
Employment-Skills assessment |Persons	Persons
Financial Literacy-Credit repair counseling-Completed |Persons	Persons
Financial Literacy-Credit repair counseling-Enrolled |Persons	Persons
Financial Literacy-Financial literacy/Financial management education-Enrolled |Persons	Persons
Financial Literacy-Financial literacy/Financial management education-Completed |Persons	Persons
Financial Literacy-Financial management counseling-Enrolled |Persons	Persons
Financial Literacy-IDA accounts established-Dollars |Dollars	Dollars
Financial Literacy-IDA accounts established-Persons |Persons	Persons
Financial Literacy-Tax assistance provided |Persons	Persons
Financial Literacy-Tax preparation education |Persons	Persons
Food and Nutrition-Health-Congregate meals coordinated |Persons	Persons
Food and Nutrition-Health-Individual meals service coordinated |Persons	Persons
Health-Referral for dental services |Persons	Persons
Health-Activities of daily living assistance connected |Persons	Persons
Health-Health assessments conducted |Persons	Persons
Health-Nutrition Classes-Completed |Persons	Persons
Health-Nutrition Classes-Enrolled |Persons	Persons
Health-Persons equipped with personnel emergency response resources |Persons	Persons
Health-Referral for dental services |Persons	Persons
Health-Referral for health care services |Persons	Persons
Health-Referral for mental health services |Persons	Persons
Health-Referral for substance abuse services |Persons	Persons
Health-Referral for wellness programs |Persons	Persons
Housing-Post-purchase homeownership education/counseling-Attended |Persons	Persons
Housing-Post-purchase homeownership education/counseling-Completed |Persons	Persons
Housing-Pre-purchase homeownership education/counseling-Attended |Persons	Persons
Outreach-Outreach to elderly persons with disabilities |Households	Households
Outreach-Outreach to families |Households	Households
Outreach-Outreach to families-Homeownership |Households	Households
Outreach-Service Coordination-Affordable housing organizations contacted |Organizations	Organizations
Outreach-Service Coordination-Employers contacted |Employers	Employers
Outreach-Service Coordination-Housing counseling agencies contacted |Agencies	Agencies
Outreach-Service Coordination-Lenders identified |Lenders	Lenders
Outreach-Service Coordination-Service providers contacted |Providers	Providers
Outreach-Service Coordination-Work with Program Coordinating Committee to	Services
Policy Priority-Capacity Building and Knowledge Sharing-Meet with local PCC (minimum 4 meetings per year) and conduct gap analysis |Meetings	Meetings

Policy Priority-Housing as a Platform-Partnerships established with high performing Early Childhood Education Programs |Partnerships	Partnerships
Policy Priority-Housing as a Platform-Partnerships established with local community health clinics |Partnerships	Partnerships
Policy Priority-Job Creation/Employment-Partnership with Workforce Investment Board (WIB) to establish apprenticeship programs and/or job opportunities |Partnerships	Partnerships
Policy Priority-Job Creation/Employment-Partnerships with local unions to establish apprenticeship programs and/or job opportunities |Partnerships	Partnerships
Self-Sufficiency-Technology-Residents utilizing open computer lab |Persons	Persons
Service Coordination-Referrals for disability services connected |Persons	Persons
Training -Employment-Job readiness/Employability classes-Enrolled |Persons	Persons
Training -Employment-Job training classes-Completed |Persons	Persons
Training Opportunities-Other |Persons	Persons
Training Opportunities-Section 3 |Persons	Persons
Training-Employment-Job readiness/Employability classes-Completed |Persons	Persons
Training-Employment-Job training classes-Enrolled |Persons	Persons
Training-Home maintenance class-Completed |Persons	Persons
Training-Home maintenance class-Enrolled |Persons	Persons
Training-Homeownership education/Counseling-Enrolled |Persons	Persons
Training-Household skills training-Enrolled |Persons	Persons
Training-Job training-Completed |Persons	Persons
Training-Job training-Enrolled |Persons	Persons
Training-Life skills training-Completed |Persons	Persons
Training-Life skills training-Enrolled |Persons	Persons
Training-Parenting classes-Completed |Persons	Persons
Training-Parenting classes-Enrolled |Persons	Persons
Training-Pre-Employment-Volunteer job experience |Persons	Persons
Training-Vocational training-Completed |Persons	Persons
Training-Vocational training-Enrolled |Persons	Persons
Transportation-Transportation services related to grant activities provided |Persons	Persons
Youth-College preparation class-Completed |Persons	Persons
Youth-College preparation class-Enrolled |Persons	Persons
Youth-Computer classes for school-age students-Completions |Persons	Persons
Youth-Computer classes for school-age students-Enrollments |Persons	Persons
Youth-Leadership Programs for youth offered |Persons	Persons
Youth-Mentoring relationships established |Persons	Persons
Youth-Summer programs for youth offered |Persons	Persons
Youth-Tutoring program for school-age students-Completed |Persons	Persons
Youth-Tutoring program for school-age students-Enrolled |Persons	Persons
Other |Other	

CAMP eLogic Model®	*Click here to allow deletion of 'New' Outcomes*
Column 5	
OUTCOMES	**UNITS**
Case Management-Service Coordination-Contract completed |Households	Households
Case Management-Service Coordination-Families dropped out of the program |Households	Households
Education-College enrollment |Persons	Persons
Education-Associates degree obtained |Persons	Persons
Education-Bachelors degree obtained |Persons	Persons
Education-Certification from business or technical school |Persons	Persons
Education-Certification from post-secondary school |Persons	Persons
Education-College acceptances |Persons	Persons
Education-GED obtained |Persons	Persons
Education-High school diploma obtained |Persons	Persons
Employment-Employment obtained-part-time |Persons	Persons
Employment-Certification from private industry |Persons	Persons
Employment-Employment obtained above minimum wage |Persons	Persons
Employment-Full time equivalent (FTE) |FTE	FTE
Employment-Job placement |Persons	Persons
Employment-Maintain employment for six months--one year |Persons	Persons
Employment-Maintain employment for three--six months |Persons	Persons
Employment-Maintain employment greater than one year |Persons	Persons
Employment-Promotion resulting in increased hourly wage |Dollars	Dollars
Employment-Promotion to position of higher responsibility |Persons	Persons
Employment-Section 3-Employment obtained part-time |Persons	Persons
Employment-Section 3-equivalent (FTE) |FTE	FTE
Financial Literacy-Checking/Savings account established |Persons	Persons
Financial Literacy-Credit repair-Established credit |Persons	Persons
Financial Literacy-Credit repair-Re-established credit |Persons	Persons
Financial Literacy-Credit score improved |Persons	Persons
Financial Literacy-Earned income increased-Dollars |Dollars	Dollars
Financial Literacy-Earned income increased-Households |Households	Households
Financial Literacy-EITC received |Persons	Persons
Financial Literacy-Escrow accounts established |Households	Households
Financial Literacy-Escrow accounts with positive balances-Accounts |Accounts	Accounts
Financial Literacy-Escrow accounts with positive balances-Dollars |Dollars	Dollars
Financial Literacy-Escrow accounts-Average escrow disbursement upon completion |Dollars	Dollars
Financial Literacy-Household budget maintained for a 12 month period |Household	Household
Financial Literacy-Household budget maintained for a six month period |Household	Household

Financial Literacy-Household budget maintained longer than a one-year period |Household	Household
Financial Literacy-IDA account deposits-Dollars |Dollars	Dollars
Financial Literacy-IDA account deposits-Persons |Persons	Persons
Financial Literacy-Monthly bills paid on time for a 12 month period |Persons	Persons
Financial Literacy-Monthly bills paid on time for a six month period |Persons	Persons
Financial Literacy-Monthly bills paid on time longer than a one year period |Persons	Persons
Health-Health benefits obtained-Employer provided |Persons	Persons
Health-Negative health reports decreased among residents |Reports	Reports
Housing-Property Management-Decrease in maintenance services required |Dollars	Dollars
Housing-Mortgage pre-approval |Persons	Persons
Housing-Property Management-Evictions avoided due to SC assistance |Households	Households
Housing-Property Management-Families increasing rent paid to PHA-Households |Households	Households
Housing-Property Management-Families increasing rent paid to PHA-Dollars |Dollars	Dollars
Housing-Purchased home |Households	Households
Policy Priority-Capacity Building and Knowledge Sharing-Number of education/training services available from partners added as a result of the gap analysis |Services	Services
Policy Priority-Capacity Building and Knowledge Sharing-Number of employment/placement opportunities added as a result of the gap analysis |FTE	FTE
Policy Priority-Capacity Building and Knowledge Sharing-Number of health/mental health services available from partners added as a result of the gap analysis |Services	Services
Policy Priority-Capacity Building and Knowledge Sharing-Number of new Supportive Service Partners providing services as a result of the gap analysis |Partners	Partners
Policy Priority-Housing as a Platform-Number of children enrolled in high performing early childhood education programs |Children	Children
Policy Priority-Housing as a Platform-Number of households that have a medical home* |Households	Households
Policy Priority-Job Creation/Employment-Number of job placements as a result of partnerships with the Workforce Investment Board |FTE	FTE
Policy Priority-Job Creation/Employment-Number of job placements as a result of partnerships with local unions |FTE	FTE
Policy Priority-Job Creation/Employment-Number of new apprenticeship programs established as a result of partnership(s) with Workforce Investment Board |Programs	Programs
Policy Priority-Job Creation/Employment-Number of new apprenticeship programs established as a result of partnership(s) with local unions |Programs	Programs
Self Sufficiency-Cash welfare assistance-Eliminated |Households	Households
Self Sufficiency-Cash welfare assistance-Reduced |Households	Households
Self-Sufficiency-Drug-free for 6 or more months |Persons	Persons
Self-Sufficiency-Earned income increased-Dollars |Dollars	Dollars
Self-Sufficiency-Earned income increased-Households |Households	Households

Self-Sufficiency-Improved living conditions/quality of life |Persons	Persons
Self-Sufficiency-Increase or maintain involvement in the community |Persons	Persons
Self-Sufficiency-Live independently/age in place and avoid long term care placement |Persons	Persons
Self-Sufficiency-Moved to non-subsidized rental housing |Households	Households
Youth-College acceptance |Persons	Persons
Youth-College enrollment |Persons	Persons
Youth-GPA for children improved by .50 or more |Persons	Persons
Youth-Leadership skills enhanced |Persons	Persons
Youth-Mentoring relationships ongoing more than six months |Persons	Persons
Other |Other	

* A Medical Home is an approach to providing comprehensive primary care that facilitates partnerships between individual patients, and their personal providers; and, when appropriate, the patient's family. The provision of medical homes can allow better access to health care, increased satisfaction with care, and improved health.

CAMP eLogic Model®

A. Tools For Measurement
Bank accounts
Construction log
Database
Enforcement log
Financial aid log
Intake log
Interviews
Mgt. Info. System-automated
Mgt. Info. System-manual
Outcome scale(s)
Phone log
Plans
Pre-post tests
Post tests
Program specific form(s)
Questionnaire
Recruitment log
Survey
Technical assistance log
Time sheets
B. Where Data Maintained
Agency database
Centralized database
Individual case records
Local precinct
Public database
School
Specialized database
Tax Assessor database
Training center
C. Source of Data
Audit report
Business licenses
Certificate of Occupancy
Code violation reports
Counseling reports
Employment records
Engineering reports
Environmental reports
Escrow accounts
Financial reports
GED certification/diploma
Health records
HMIS
Inspection results
Lease agreements
Legal documents
Loan monitoring reports
Mortgage documents
Payment vouchers
Permits issued
Placements
Progress reports
Referrals
Sale documents
Site reports
Statistics
Tax assessments
Testing results
Waiting lists
Work plan reports
D. Frequency of Collection
Daily
Weekly
Monthly
Quarterly
Biannually
Annually
Upon incident
E. Processing of Data
Computer spreadsheets
Flat file database
Manual tallies
Relational database
Statistical database

Carter-Richmond Methodology

The Management Questions developed for your program are based on the Carter-Richmond Methodology.* A description of the Carter-Richmond Methodology appears in the General Section of the NOFA.

* © The Accountable Agency – How to Evaluate the Effectiveness of Public and Private Programs," Reginald Carter, ISBN Number 9780978724924

Evaluation Process
An evaluation process will be part of the on-going management of the program.

The following are standard requirements that HUD expects of every program manager as part of their project management.

• Comparisons will be made between projected and actual numbers for both outputs and outcomes.
• Deviations from projected outputs and outcomes will be documented and explained on space provided on the "Reporting" Tab.
• Analyze data to determine relationship of outputs to outcomes; what outputs produce which outcomes.

The reporting requirements are specified in the program specific NOFA and your funding award.

HUD Will Use The Following Management Questions To Evaluate Your Program:

	Response to Management Questions	Measure	Answer
1	How many individuals had active training services plans? (unduplicated count)?	Persons	
2	How many other individuals were serviced in another capacity? (unduplicated count)	Persons	
3	What is the total cost to operate the ROSS Service Coordinator program? (salaries + administrative and other expenses)	Dollars	
4	What does it cost per person to offer service coordination services? (#3/#1)	Dollars	
5	How many persons were able to live independently and/or age in place as a result of being connected to services through this program?	Persons	
6	How many persons improved their living conditions/quality of life as a result of being connected to services through this program?	Persons	
7	How many persons obtained and maintained full-time employment for three months or longer during this reporting period?	Persons	
8	How many persons involved in this program increased their annual earned income?	Persons	
9	What was the average increase in annual household income?	Dollars	
10	How many households were eligible for the EITC?	Households	
11	What is the average value of EITC's earned by households, if available?	Dollars	
12	What was the increase in revenue to the PHA resulting from higher rents paid by residents in this program?**	Dollars	
13	What is the average estimated dollar value of services received by persons transitioning to self-sufficiency during this grant period? This figure may be reached by calculating the value of match dollars.	Dollars	
14	What is the average estimated dollar value of services received by elderly/disabled persons remaining in independent living or improving their quality of life during this grant period? This figure may be reached by calculating the value of match dollars.	Dollars	
15	Describe the population you are serving. (Two sentence overview of the clients that you are serving in your program)	Population	
16	How many persons receiving services are under the age of 6?	Persons	
17	How many persons receiving services are ages 6-17?	Persons	
18	How many persons receiving services are ages 18-30?	Persons	
19	How many persons receiving services are ages 31-50?	Persons	
20	How many persons receiving services are ages 51-61?	Persons	
21	How many persons receiving services are ages 62 and over?	Persons	

Explanation of Any Deviations From the Approved eLogic Model®

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: Emergency ASR 66" Raw Water Line Air Release Repair and Modification of Pipeline Materials (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the emergency air release repair and modification of pipeline materials.

Background: On July 12, 2011, the City Council approved a contract with Garney Construction Co., Inc. in the amount of $10,492,115 to reconstruct approximately seventeen miles of water transmission lines to serve the Equus Beds well field and support the Aquifer Storage and Recharge project. A critical component of this contract was the planned shutdown of the Equus Beds well field in order to replace existing valves, install new valves and connect the new surge tank. The contractor was only allowed a certain number of days to make these connections and scheduled additional crews at each connection point to ensure that the schedule could be met. During the week of December 4th, the Equus Beds well field was isolated and taken offline for construction. As each valve was completed, Well Field staff prepared the isolated mains to be refilled and pressurized.

On Wednesday December 9th, staff prepared to close an air release on the 66" raw water transmission line and the entire assembly fell off at its base connection to the 66" pipe. Staff was unable to remove the bolts which had sheared off in order to install a new assembly. This valve was within a few hundred yards of Garney Construction's crew who was finishing work on the 66" valve immediately north of the air release. City Staff requested Garney's immediate assistance to replace the assembly in order to refill and pressurize the pipeline, restoring the ability to supply the Water Treatment Plant with Equus Beds water.

During the same event Garney Construction was required to manufacture additional sections of pipe and make field modifications to connect the new pipeline to the existing piping from the surge tank. Because the pipe could not be fully exposed until the pipe was drained during construction, Garney was not able to verify the actual locations of the connections. When the pipe was exposed it was determined that the materials and piping on hand were insufficient to make the connection.

Analysis: The Water Treatment Plant receives its source water from two main sources, The Equus Beds well field and Cheney Reservoir. While demand is low enough to be supported with Cheney as the only water source, the loss of redundant supply for an extended amount of time is undesirable. Garney was the only contractor contacted to make repairs due to the short time frame required to make repairs and proximity to the site and available personnel. The proximity allowed repairs outside of the planned work area to be completed with no charge for mobilization.

The additional work associated with the connection of the surge tank was also required to minimize the time the Equus Beds well field was out of service. The contractor had been provided with as accurate data as was available and had exposed enough areas of the pipe prior to construction to be considered due diligence when ordering materials. The construction manager with Camp Dresser & McKee has been negotiating the costs of materials with Garney Construction to determine the expenses that could be fully attributed to the unforeseen circumstances.

Financial Considerations: Garney Construction Company agreed to perform the work under the direction of the City. The cost for labor and materials to remove and reinstall the vacuum breaker and air release assembly was $2,278, the final and negotiated cost for the additional materials required to connect the new surge tank was $20,000 for a total cost of $22,780. Funding is available within the existing project budget. The funding source is the Water Utility.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by insuring an adequate water supply.

Legal Considerations: City Ordinance 2.64.020(a), "Public Emergency", allows the City Manager to authorize work to be performed by a contractor without formal bidding. The City Manager signed a memo authorizing the work on February 16, 2012.

Recommendations/Actions: It is recommended that City Council affirm the City Manager's Public Emergency approval of the project.

Attachments: Memo

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager

FROM: Alan King, Director of Public Works & Utilities

SUBJECT: 66" Raw Water Line Air Release Repair and Modification of Pipeline Materials

DATE: February 16, 2012

The Water Treatment Plant receives its source water from 2 main sources, The Equus Beds Wellfield and Cheney Reservoir. During the week of December 4th, the Equus Beds Transmission mains were isolated and out of service in order to replace existing valves, install new valves and connect the new surge tank. As each valve was completed, Well Field staff prepared the isolated mains to be refilled and pressurized.

On Wednesday December 9th, staff prepared to close an air release on the 66" Raw Water Transmission line and the entire assemble fell off at its base connection to the 66" pipe. Staff was unable to remove the bolts which had sheared off in order to install a new assembly. This valve was within a few hundred yards of Garney Construction's crew who was finishing work on the 66" valve immediately north of the air release. City Staff requested Garney's immediate assistance to replace the assembly in order to refill and pressurize the pipeline, restoring the ability to supply the Water Treatment Plant with Equus Beds water.

This vacuum breaker, air release assembly was installed with the pipeline in the 1950's and has had little to no maintenance or exercise. The entire assembly was extremely corroded and was in need of replacement. There are 23 air release and air relief assemblies along the 66" pipeline from the north end of the west side of the EBWF to the Water Treatment Plant in town. All that have been inspected in the recent days have shown similar wear and we will be pursuing estimates for the replacement of all of these assemblies in the next months while water demand and water quality make treatment of 100% Cheney feasible.

Garney was the only contractor contacted to make repairs due to the short time frame required to make repairs and their proximity to the site and available personnell. The cost for labor and materials to complete this work was $2,278.02. Garney replaced fittings that were leaking at another location at no charge.

During the same event Garney Construction was required to manufacture additional sections of pipe and make field modifications to connect the B3 pipeline to the existing piping. The contractor had been provided with as accurate data as was available and had exposed enough areas of the pipe prior to construcion connection to be considered due diligence when ordering materials. However, the pipe could not be fully exposed until the pipe was drained during construction and when the pipe was fully exposed, the planned connection was not possible

without alternate and additional materials. The Construction Manager with CDM has been negotiating the costs of materials with Garney construction to determine which would be expenses that could be fully attributed to the unforeseen circumstances. The final and negotiated cost for the additional materials for the connection is $20,000. The total costs of required additional work for this event are $22,780.02.

I request that you declare this a Public Emergency, which is defined under City Code, Section 2.64.020(a), as an emergency, as designated and approved by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain Council acknowledgement of this declaration action.

Approved:

Robert Layton, City Manager

xc: Deb Ary, Superintendent of Production and Pumping

City of Wichita
City Council Meeting
April 3, 2012

TO: Mayor and City Council

SUBJECT: ZON2012-00003 – Amendment #2 to Protective Overlay #36 to eliminate the prohibition on drive-through restaurants on property generally located north of 21st Street North and West of Maize Road (10758 W. 21st Street North) (District V)

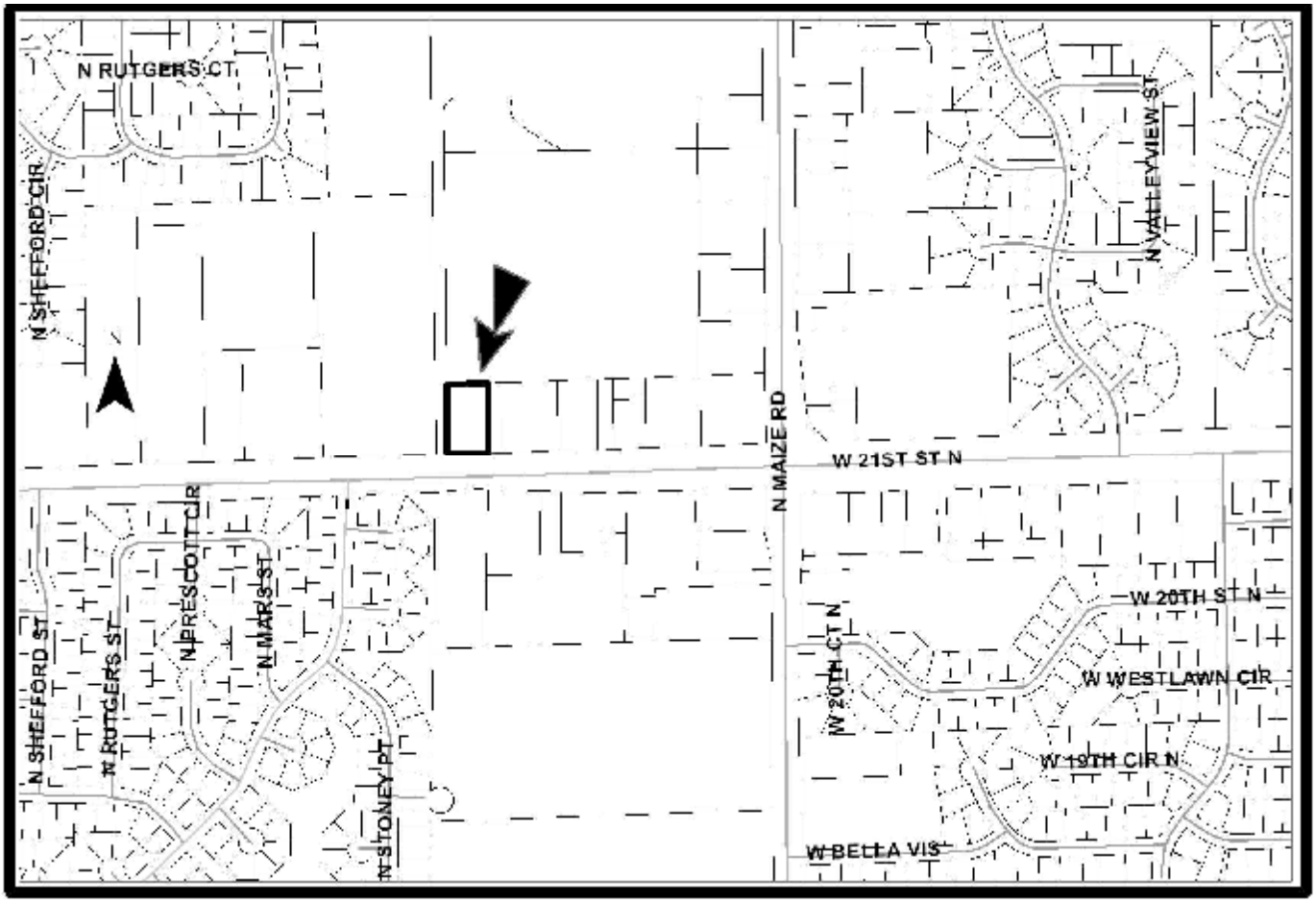
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve, vote (12-0)

DAB II Recommendation: Approve, vote (10-0)

MAPD Staff Recommendation: Approve



Background: The applicant is proposing to amend a provision of Protective Overlay (P-O) #36 that regulates the land uses located on Parcel 9 of the NewMarket Square development located at the northwest corner of West 21st Street and North Maize Road. The proposed amendment to P-O #36 would remove the existing prohibition on "drive-in/drive-through restaurants." Currently, the existing protective overlay (established by ZON2002-00046) allows - all uses permitted in the LC Limited Commercial ("LC") zoning district except taverns, nightclubs in the City, and adult entertainment as defined by City code, car washes and drive-in/drive-through restaurants and except residential uses. No overhead doors shall be permitted on the west or south faces of any building on the parcel. If approved, this request will not alter any other Parcel 9 development standards.

When the original P-O was approved in 1999, the uses in Parcel 9 were restricted to those allowed in the GO General Office ("GO") zone district even though the property was and is zoned LC. This restriction did not allow the parcel to be developed with retail uses, restaurants and other similar commercial uses.

The area to the north, east and south is zoned LC, and is developed with commercial uses. Wal-Mart is located directly to the north, a bank is located directly to the east and a large furniture store is located directly to the south, across 21st Street. The adjacent property located to the west is zoned SF-5, and is developed with a church. All other property located to the west is developed with large lot residences (north side of 21st Street) or with a smaller lot, higher density residential subdivision (south of 21st Street).

Analysis: At the Metropolitan Area Planning Commission (MAPC) meeting held March 1, 2012, the MAPC voted (10-0) to recommend approval of the P-O amendment request. The case was approved by consent. There were not any commission members or citizens present to speak for or against the case.

On March 5, 2012, the District Advisory Board (DAB) V heard the amendment request. The DAB voted (10-0) to approve the request. There were not any critical comments from the DAB or the public.

Staff did not receive any protests during the subsequent two-week protest period following the MAPC meeting.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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 Amendment #2 to Protective Overlay #36 to eliminate the prohibition on drive-in/drive-thru restaurants, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

Attachments:
- Ordinance
- MAPC Minutes

(150004) Published in The Wichita Eagle on April 13, 2012

ORDINANCE NO. 49-259

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. ZON2002-00046

Request amendment to "P-O" Protective Overlay District #36, on property described as:

> Lot 9, Block 1, NewMarket Square, an Addition to Wichita, Sedgwick County, Kansas. Generally located on the north side of 21st Street North approximately 1,100 feet west of Maize Road.

SUBJECT TO THE FOLLOWING AMENDED PROTECTIVE OVERLAY RESTRICTIONS:

Parcel 9

Proposed Uses - All uses permitted in the "LC" Zoning District except taverns, night clubs in the City, and adult entertainment as defined by City Code, car washes and except residential uses. No overhead doors shall be permitted on the west or south faces of any building on the parcel.

Net Area – 0.94 acres + or -; or 41,080 sq. ft.
Maximum Building Coverage – 30 % or 12, 324 square feet
Maximum Gross Area – 30 % or 12, 324 square feet
Maximum Building Height – 35 feet
Maximum Number of Buildings – 2

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 10th day of April, 2012.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

Approved as to form:

_____

Gary E. Rebenstorf, Director of Law

EXCERPT MINUTES OF THE MARCH 1, 2012 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2012-03 - New Market Square, LTD (owner) requests an Amendment #2 to Protective Overlay #36 to eliminate the prohibition on drive through restaurant.

Lot 9, Block 1, Newmarket Square Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is proposing to amend a protective overlay provision for Parcel 9 of the NewMarket Square development. The proposed amendment to P-O #36 would remove the exclusion of drive-in/drive-through restaurants. Currently, the previously amended protective overlay (ZON2002-00046) allows "All uses permitted in the "LC" Zoning District except taverns, nightclubs in the City, and adult entertainment as defined by City Code, car washes and drive-in/drive-through restaurants and except residential uses. No overhead doors shall be permitted on the west or south faces of any building on the parcel." All other provisions including: Net Area, Maximum Building Coverage, Maximum Gross Area, Maximum Building Height and Maximum Number of Buildings will remain unchanged.

When the original protective overlay was approved in 1999, the uses in Parcel 9 restrict the uses to those allowed in the GO General Office ("GO") zone district even though the property is zoned LC. This restriction did not allow the parcel to be developed with retail uses, restaurants, and other similar commercial uses.

The area to the north, east and south is zoned LC and is developed with commercial uses. Wal-Mart is located directly to the north, a bank is located directly to the east and a large furniture store is located directly to the south, across 21st Street. The adjacent property to the west is zoned SF-5 and is developed with a church. All other property to the west is large lot residential on the north side of 21st Street and a smaller lot, higher density residential subdivision south of 21st Street.

CASE HISTORY: P-O #36 was approved as part of SCZ-0703 (January 24, 1996) and amended in 2002 (ZON2002-00046) to add LC uses to the site. The property is platted as Lot 9, Block 1, New Market Square Addition, recorded April 27, 1998.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Wal-Mart, New Market Square
EAST:	LC	Bank, vacant, Walgreens
SOUTH:	LC	Furniture store, greenhouse, office, bank
WEST:	SF-5	Church

PUBLIC SERVICES: Transportation access is from the private access drive abutting the parcel on the west that has access to 21st Street North, a six-lane arterial street. Existing traffic counts for traffic on 21st Street North is 29,434 average daily trips. All other normal municipal services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide Map shows the subject parcel classified as "regional commercial" which encompasses major destination areas (centers and corridors) containing concentrations of commercial, office, and personal service uses that have predominately regional market areas and high volumes of retail traffic. These areas are located in close proximity to major arterials or freeways. The range of uses includes major retail malls, major automobile dealerships and big box retail outlets with a regional market draw. Regional Commercial areas may also include higher density residential housing and uses typically found in Local Commercial areas. The requested protective overlay amendment is in conformance with the land use map/plan.

RECOMMENDATION: The proposed amendment would allow drive-in/drive-through restaurant uses on Parcel 9, the western-most parcel of the New Market development, but still restricts the intensity of use by eliminating taverns, adult entertainment, and car washes. It would also continue to prohibit overhead doors facing residential and church uses on the south and west. Based on these factors and information available prior to the public hearing, Staff recommends the application be APPROVED subject to the following protective overlay provisions:

Parcel 9
Proposed Uses - All uses permitted in the "LC" Zoning District except taverns, night clubs in the City, and adult entertainment as defined by City Code, car washes and except residential uses. No overhead doors shall be permitted on the west or south faces of any building on the parcel.

Net Area – 0.94 acres + or -; or 41,080 sq. ft.
Maximum Building Coverage – 30 % or 12, 324 square feet
Maximum Gross Area – 30 % or 12, 324 square feet
Maximum Building Height – 35 feet
Maximum Number of Buildings – 2

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The area to the north, east and south is zoned LC and is developed with commercial uses. Wal-Mart is located directly to the north, a bank is located directly to the east and a large furniture store is located directly to the south, across 21st Street. The adjacent property to the west is zoned SF-5 and is developed with a church. All other property to the west is large lot residential on the north side of 21st Street and a smaller lot, higher density residential subdivision south of 21st Street.

2. The suitability of the subject property for the uses to which it has been restricted: The property is suitable for use in conformance with the protective overlay restrictions currently in effect.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Allowing "LC" type uses would increase the likelihood that the parcel is developed with

a bank, retail or restaurant or other "LC" use rather than being restricted to offices. This would be an increase in intensity and the property most affected would be the adjacent church.

4. Length of time the property has remained vacant as zoned: The property has been vacant and available for development for fourteen years since the platting was completed.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The 2030 Wichita Functional Land Use Guide Map shows the subject parcel classified as "regional commercial" which encompasses major destination areas (centers and corridors) containing concentrations of commercial, office, and personal service uses that have predominately regional market areas and high volumes of retail traffic. These areas are located in close proximity to major arterials or freeways. The range of uses includes major retail malls, major automobile dealerships and big box retail outlets with a regional market draw. Regional Commercial areas may also include higher density residential housing and uses typically found in Local Commercial areas. The requested change is in conformance with the Comprehensive Plan.

6. Impact of the proposed development on community facilities: The proposed changes should not impact traffic, particularly since direct access is via the private drive already in existence or by cross-lot access to the abutting commercial tract to the east.

DERRICK SLOCUM, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

DOWNING moved, **SHEETS** seconded the motion, and it carried (12-0).

Agenda Item No. II-12.

City of Wichita
City Council Meeting
April 3, 2012

TO: Wichita Housing Authority Board Members

SUBJECT: Housing Choice Voucher Family Self-Sufficiency Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommended Action: Approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

Background: The Department of Housing and Urban Development (HUD) has issued a Notice of Funding Availability (NOFA) for continued funding of the Family Self-Sufficiency Program Coordinator positions.

Analysis: HUD requires that Housing Authorities operate a Family Self-Sufficiency (FSS) program in order to receive additional Section 8 Housing Choice Vouchers. Though it is a HUD requirement for Housing Authorities, participation by Section 8 Housing Choice Voucher holders is voluntary. The advantage to the client is the program provides the opportunity for participants to increase their income potential and eventually become independent of public assistance. The Family Self-Sufficiency Coordinators work with program participants to help them increase earned income and financial literacy, reduce or eliminate the need for public assistance, and move toward economic independence and self-sufficiency. The Family Self-Sufficiency program accomplishes these goals by building partnerships with employers and service providers in the community to help participants obtain jobs and services. Over 50 FSS participants have become homeowners through the Housing Choice Voucher Homeownership program as a result of their FSS participation since program inception in 2002.

Financial Considerations: The amount requested is $176,384, which covers the salary and fringe benefits for three Family Self-Sufficiency Program Coordinator positions. There is no City General Fund support involved in this request or the operation of the FSS program.

Goal Impact: This action supports the goal to Promote Economic Vitality and Affordable Living goal.

Legal Considerations: The Law Department has reviewed the grant application and approved it as to form.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

Attachment: Housing Choice Voucher Family Self-Sufficiency Grant Application.

GRANTS.GOV

Grant Application Package

Opportunity Title:	Housing Choice Voucher Family Self-Sufficiency (HCV FSS
Offering Agency:	US Department of Housing and Urban Development
CFDA Number:	14.871
CFDA Description:	Section 8 Housing Choice Vouchers
Opportunity Number:	FR-5600-N-09
Competition ID:	HCVFSS-09
Opportunity Open Date:	02/16/2012
Opportunity Close Date:	04/24/2012
Agency Contact:	For answers to your questions, you may contact the Public and Indian Housing Resource Center at 800-955-2232. Persons with hearing or speech impairments may access this number via TTY (text telephone) by calling the Federal Information Relay Service at 800-877-8339. (These are toll-free

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

*** Application Filing Name:** City of Wichita Kansas Housing Authority

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

- Application for Federal Assistance (SF-424)
- HUD Facsimile Transmittal

Optional Documents

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

- HUD Applicant-Recipient Disclosure Report
- Disclosure of Lobbying Activities (SF-LLL)
- Attachments

Instructions

1 Enter a name for the application in the Application Filing Name field.

- This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
- You can save your application at any time by clicking the "Save" button at the top of your screen.
- The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.

2 Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

- It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.

- The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".

- To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.

- All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.

3 Click the "Save & Submit" button to submit your application to Grants.gov.

- Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
- Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
- The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
- You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [ ] New
- [x] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier: KS004

5b. Federal Award Identifier: KS004FSS8

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Wichita Kansas Housing Authority

* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653

* c. Organizational DUNS: 0430634600000

d. Address:

* Street1: 332 N. Riverview
Street2:
* City: Wichita
County/Parish: Sedgwick
* State: KS: Kansas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 67203-4245

e. Organizational Unit:

Department Name: Wichita Housing Authority

Division Name: Section 8

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

Prefix: Mrs.
* First Name: Gail
Middle Name:
* Last Name: Lotson
Suffix:

Title: Section 8 Program Manager

Organizational Affiliation:

* Telephone Number: 316-462-3792
Fax Number: 316-337-9103

* Email: glotson@wichita.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

L: Public/Indian Housing Authority

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.871

CFDA Title:

Section 8 Housing Choice Vouchers

*** 12. Funding Opportunity Number:**

FR-5600-N-09

* Title:

Housing Choice Voucher Family Self-Sufficiency (HCV FSS)

13. Competition Identification Number:

HCVFSS-09

Title:

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

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

To support the implementation of local strategies that help HUD assisted renters make progress toward self-sufficiency.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant KS004 b. Program/Project KS004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2013 * b. End Date: 12/31/2013

18. Estimated Funding ($):

* a. Federal	176,384.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	176,384.00

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

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

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

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

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

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

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

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Carl

Middle Name:

* Last Name: Brewer

Suffix:

* Title: Mayor

* Telephone Number: 316-268-4331 Fax Number: 316-268-4333

* Email: cbrewer@wichita.gov

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

Facsimile Transmittal

1329435963-7896

U. S. Department of Housing and Urban Development
Office of Department Grants Management and Oversight

OMB Number: 2525-0118
Expiration Date: 06/30/2011

Name of Document Transmitting: Housing Choice Voucher Family Self-Sufficiency Application

1. Applicant Information:

Legal Name: City of Wichita Kansas Housing Authority

Address:

Street1: 332 N. Riverview

Street2:

City: Wichita

County: Sedgwick

State: KS: Kansas

Zip Code: 67203-4245 Country: USA: UNITED STATES

2. Catalog of Federal Domestic Assistance Number:

Organizational DUNS: 0430634600000 CFDA No.: 14.871

Title: Section 8 Housing Choice Vouchers

Program Component:

3. Facsimile Contact Information:

Department: Wichita Housing Authority

Division: Section 8

4. Name and telephone number of person to be contacted on matters involving this facsimile.

Prefix: Mrs. First Name: Gail

Middle Name:

Last Name: Lotson

Suffix:

Phone Number: 316-462-3792

Fax Number: 316-337-9103

5. Email: glotson@wichita.gov

6. What is your Transmittal? (Check one box per fax)

☐ a. Certification ☒ b. Document ☐ c. Match/Leverage Letter ☐ d. Other

7. How many pages (including cover) are being faxed?

Form **HUD-96011** (10/12/2004)

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Number: 2510-0011
Expiration Date: 10/31/2012

Applicant/Recipient Information *** Duns Number:** 0430634600000 *** Report Type:** INITIAL

1. Applicant/Recipient Name, Address, and Phone (include area code):

* Applicant Name:
City of Wichita Kansas Housing Authority

* Street1: 332 N. Riverview
Street2:
* City: Wichita
County: Sedgwick
* State: KS: Kansas
* Zip Code: 67203-4245
* Country: USA: UNITED STATES
* Phone: 316-462-3792

2. Social Security Number or Employer ID Number: 48-6000653

* 3. HUD Program Name:
Section 8 Housing Choice Vouchers

* 4. Amount of HUD Assistance Requested/Received: $ 176,384.00

5. State the name and location (street address, City and State) of the project or activity:

* Project Name: Family Self-Sufficiency Program
* Street1: 332 N. Riverview
Street2:
* City: Wichita
County: Sedgwick
* State: KS: Kansas
* Zip Code: 67203-4245
* Country: USA: UNITED STATES

Part I Threshold Determinations

* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

☒ Yes ☐ No

* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD) , involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR Sec. 4.9

☐ Yes ☒ No

If you answered " **No** " to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.

However, you must sign the certification at the end of the report.

Form **HUD-2880** (3/99)

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.
Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:
Street2:
* City:
County:
* State:
* Zip Code:
* Country:

* Type of Assistance: * Amount Requested/Provided: $

* Expected Uses of the Funds:

Department/State/Local Agency Name:

* Government Agency Name:

Government Agency Address:

* Street1:
Street2:
* City:
County:
* State:
* Zip Code:
* Country:

* Type of Assistance: * Amount Requested/Provided: $

* Expected Uses of the Funds:

(**Note**: Use Additional pages if necessary.) Add Attachment Delete Attachment View Attachment

Part III Interested Parties. You must decide.

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	* Social Security No. or Employee ID No.	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity ($ and %)
			$ %
			$ %
			$ %
			$ %
			$ %

(**Note:** Use Additional pages if necessary.) Add Attachment Delete Attachment View Attachment

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.
I certify that this information is true and complete.

* Signature:	* Date: (mm/dd/yyyy)
Completed Upon Submission to Grants.gov	

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name* City of Wichita, Kansas Wichita Housing Authority

** Street 1* 332 N. Riverview *Street 2*

** City* Wichita *State* KS: Kansas *Zip* 67203-4245

Congressional District, if known: 4th

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
Dept. of Housing & Urban Development

7. * Federal Program Name/Description:
Section 8 Housing Choice Vouchers

CFDA Number, *if applicable:* 14.871

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$ 176,384.00

10. a. Name and Address of Lobbying Registrant:

Prefix Mr. ** First Name* Dale *Middle Name*

** Last Name* Goter *Suffix*

** Street 1* City of Wichita, City Manager Office *Street 2* 455 N. Main

** City* Wichita *State* KS: Kansas *Zip* 67202

b. Individual Performing Services (including address if different from No. 10a)

Prefix Mr. ** First Name* Dale *Middle Name*

** Last Name* Goter *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix* Mr. ** First Name* Robert *Middle Name*

** Last Name* Layton *Suffix*

Title: City Manager **Telephone No.:** 316-268-4351 **Date:** Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	HUD 52651 HCV FSS Program Co	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	HUD 96010 2012 HCVFSS V1.1 (	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	Narrative for PIC correction	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	PIC corrections FSS counts 2	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5		Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6		Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7		Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8		Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9		Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10		Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11		Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

Housing Choice Voucher (HCV) Family Self-Sufficiency (FSS) Program Coordinator Funding

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0178
Exp. (09/30/2013)

Public reporting burden for this collection of information is estimated to average 0.75 hours. This includes the time for collecting, reviewing, and reporting the data. Information provided is to determine the eligibility of the applicant for funding for the salary of a program coordinator. HUD uses the information to determine eligibility of the applicant to receive funding. Information is required to obtain benefit under 24 CFR 982.302(b). The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

PART I: General Information. (To be completed by all applicants.)

Applicant Category:	Moving-to-Work PHA?	DUNS Number of Applicant:	Funding Request for Fiscal Year: 2012
☐ PHAs Not Currently administering FSS ☒ PHAs Currently administering FSS	☐ Yes ☐ No State or Regional PHA? ☐ Yes ☐ No	04-306-34-60	

A. PHA Legal Name (For joint applicants, lead PHA name): City of Wichita Housing Authority (KS004)
Address: 332 N. Riverview
City: Wichita County: Sedgwick
State: Kansas Zip Code: 67201-4245
PHA Number of Applicant:

B. Legal Name of Joint Applicant PHA. (If applicable.)
Address:
City: County:
State: Zip Code:
PHA Number of Applicant:

Legal Name of Joint Applicant PHA. (If applicable.)
Address:
City: County:
State: Zip Code:
PHA Number of Applicant:

Legal Name of Joint Applicant PHA. (If applicable.)
Address:
City: County:
State: Zip Code:
PHA Number of Applicant:
PHA Number of Applicant:

List any additional co-applicants on page 4

C. Evidence demonstrating salary comparability to similar positions in the local jurisdiction for each position requested is on file at the PHA.	☒ Yes ☐ No
D.	

E. Contact information person most familiar with application:
Name: Gail Lotson Telephone Number; 316-462-3792
Email Address: glotson@wichita.gov

PART II: Funding/Positions Requested by PHAs that are Currently Administering HCV/FSS Programs

A. Previously Funded Positions

FY Last Funded	Salary Amount Last Funded	Salary Requested Per Position ** under this NOFA	Number of Positions at salary level	Is applicants request above percentage allowed in the NOFA? 'Y' or 'N' ***
2011	64908	64908	1	N
2011	55738	55738	2	N

B. New Positions –Total salary requested per position including fringe benefits, if applicable. If more than one position, list each separately:

Salary Requested, including Fringe Benefits**

C. Total Requested

1.	3	Total number of positions requested in Part II
2.	$176,384.00	Total $ requested in Part II

** Salary awards will not exceed the cap per position stated in the most recent HCV/FSS NOFA.
*** For any position, where the applicant is requesting a percentage increase above the amount provided for in the current HCV/FSS NOFA, the applicant must comply with justification requirements in the current HCV/FSS NOFA.

Additional space for Part II A and B on page 4

PART III: Requests for PHAs that are NOT currently administering HCV/FSS Programs

A. FSS Action Plan Information:

	The number of HCV/FSS program slots in the HUD-approved Action Plan: (For Joint applications, provide total approved slots for all joint applicant PHAs.)

B. Position/Salary Requested:

Number of Positions	Salary Requested, including Fringe Benefits if applicable**

Additional space for Part III B on page 4

C. Total Requested.

1.		Total number of positions requested in Part III B
2.		Total $ requested in Part III B

** Salary awards will not exceed the cap per position stated in the most recent HCV/FSS NOFA.

Continuation of Part I. B, Legal Name of Joint Applicant PHAs

Legal Name of Joint Applicant PHA. (If applicable.)	
Address:	
City:	County:
State:	Zip Code:
PHA Number of Applicant:	
Legal Name of Joint Applicant PHA. (If applicable.)	
Address:	
City:	County:
State:	Zip Code:
PHA Number of Applicant:	
PHA Number of Applicant:	

Continuation of Part II. A, Previously Funded Positions:

FY Last Funded	Salary Amount Last Funded	Salary Requested Per Position ** under this NOFA	Number of Positions at salary level	Is applicants request above percentage allowed in the NOFA? 'Y' or 'N' ***

Continuation of Part II. B, New Positions:

Salary Requested, including Fringe Benefits**

Continuation of Part III. B, Position/Salary Requested:

Number of Positions	Salary Requested, including Fringe Benefits if applicable**

eLogic Model®

Year 1

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	City of Wichita Kansas Housing Authority
CCR Doing Business As Name	0
HUD Program	HCVFSS
Program Component	
Project Name	cal strategies that help HUD assisted renters make progress toward self-su
Reporting Period	
Reporting Start Date	
Reporting End Date	
DUNS No.	043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures Pre	Measures Post	Measures YTD	Outcomes	Measures Pre	Measures Post	Measures YTD	Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
3C	4c	There is a need to maintain on-going linkages to services and economic opportunities for existing FSS program participants in order to support their transition to employment and economic self-sufficiency.	Policy Priority-Capacity Building and Knowledge Sharing-Meet with local PCC (minimum 4 meetings per year) and conduct gap analysis |Meetings	Meetings			Policy Priority-Capacity Building and Knowledge Sharing-Number of employment/placement opportunities added as a result of the gap analysis |FTE	FTE			
				4				3			**A. Tools for Measurement**
5A	1a		Policy Priority-Job Creation/Employment-Partnership with Workforce Investment Board (WIB) to establish apprenticeship programs and/or job opportunities |Partnerships	Partnerships			Policy Priority-Job Creation/Employment-Number of job placements as a result of partnerships with the Workforce Investment Board |FTE	FTE			Database
				1				3			
3C	1b		Outreach-Outreach to families |Households	Households			Self-Sufficiency-Earned income increased-Households |Households	Households			Recruitment log
				500				20			
3C	1b		Case Management-Service Coordination-New FSS Contracts of Participation Executed |Contracts	Contracts			Case Management-Service Coordination-Contract completed |Households	Households			Interviews
				30				7			**B. Where Data Maintained**
3A	1b		Education-Post secondary classes-Enrolled |Persons	Persons			Education-College enrollment |Persons	Persons			Individual case records
				3				2			
3C	4c		Outreach-Service Coordination-Work with Program Coordinating Committee to obtain services |Services	Services			Employment-Job placement |Persons	Persons			Specialized database
				40				10			
1B	4c		Financial Literacy-Financial literacy/Financial management education-Enrolled |Persons	Persons			Financial Literacy-IDA account deposits-Persons |Persons	Persons			
				20				5			**C. Source of Data**
3C	1a		Employment-Employment/Career counseling-Enrolled |Persons	Persons			Financial Literacy-Escrow accounts established |Households	Households			Escrow accounts
				20				5			
				#VALUE!				#VALUE!			Mortgage documents
				#VALUE!				#VALUE!			GED certification/diploma
											D. Frequency of Collection
				#VALUE!				#VALUE!			Monthly
				#VALUE!				#VALUE!			Annually

eLogic Model®

Year 1

OMB Approval 2535-0114 exp. 08/31/2014

Applicant Legal Name	City of Wichita Kansas Housing Authority		
CCR Doing Business As Name	0		
HUD Program	HCVFSS	**Reporting Period**	
Program Component		**Reporting Start Date**	
Project Name	cal strategies that help HUD assisted renters make progress toward self-su	**Reporting End Date**	

DUNS No. 043063460 - 0

2012

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	4			5	6			7
Policy		Planning	Programming	Pre	Post	YTD	Impact	Pre	Post	YTD	Accountability
				#VALUE!				#VALUE!			Upon incident
											E. Processing of Data
				#VALUE!				#VALUE!			Computer spreadsheets
				#VALUE!				#VALUE!			Manual tallies
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
				#VALUE!				#VALUE!			
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				#VALUE!				#VALUE!			

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing Expires 4/30/2011

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-*Year and Annual* PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the n/a 5-Year and/or 2012 Annual PHA Plan for the PHA fiscal year beginning 1/1/2012, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
    (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

City of Wichita Housing Authority
PHA Name

KS004
PHA Number/HA Code

____ 5-Year PHA Plan for Fiscal Years

X___ Annual PHA Plan for Fiscal Year 2012

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Carl Brewer	Title Mayor and Chairman of the Wichita Housing Authority Board
Signature	Date 10/4/11

Wichita Housing Authority KS004
332 N. Riverview, Wichita, KS 67203

NOFA for HUD's Fiscal Year 2012 Housing Choice Voucher Family Self-Sufficiency Program
FR-5600-N-09:

Section I. B.10. Number of HCV FSS Program Participants

...Any PHA that believes its posted numbers are incorrect and that it will be underfunded or ineligible as a result must provide documentation with their application submitted in response to this NOFA to confirm the correct numbers.

Numbers As Shown in HUD Report: http://www.hud.gov/offices/pih/programs/hcv/

Wichita Housing Authority KS004
FO Code: 7APH Kansas City Hub Office

Count Households:	79
Count Progress:	29
Count Progress with Escrow:	28
Count Progress of Contract Completion:	6

Time Period: October 1, 2010 to September 30, 2011

NUMBER OF HCV FSS PROGRAM PARTICIPANTS

Documentation from Wichita Housing Authority reflects the following counts during the NOFA **Time Period*: A **total of 172 FSS Contracts** (including 34 terminated Contracts). The remaining 138 FSS Contracts had **130 in Progress** status. Also, of these 138 FSS families, 9 Contract completions were accomplished during the NOFA Period; and **72 families** accumulated Escrow balances. Documentation is provided in the following spreadsheet. This documentation comes from the Housing Authority's database which tracks FSS participation statistics.

* For informational purposes only, the attached spreadsheet also reflects an **additional** 24 new FSS Enrollments effective 10/1/2011, one day beyond the NOFA *Time Period*. **These are in addition to the 173 FSS families case-managed as noted above during the NOFA period.**

PERCENTAGE OF FAMILIES WITH POSITIVE FSS ESCROW BALANCES: 52.2%

Number of FSS families with positive Escrow balances:	67
Number of successfully completed FSS Contracts with Escrow:	5
TOTAL:	72

Divided by 138 Total FSS families = **52.2%**