

DR 72-12 Land Use Information System Development - Langston-Kitch

ACTION

DATE

COMMITTEE _____

M.A.P.C. _____

B.C.C./B. CO. C. _____

WICHITA-SEDGWICK COUNTY

DATE

March 9, 1970

METROPOLITAN AREA PLANNING DEPARTMENT

THE
ROAD TO
SAFETY



TO Wichita-Sedgwick County Metropolitan Area
Planning Commission
FROM Robert A. Lakin, Director of Planning
SUBJECT Langston, Kitch & Associates Phase II, Final Report

Enclosed you will find a copy of the Wichita-Sedgwick County Metropolitan Area Land Use Information and Tax Billing System, A Systems Design Study, Phase II. This is the final report issued by the firm of Langston, Kitch & Associates in accordance with their agreement with the Commission in which they were charged with the responsibility of creating a systems design for a real property tax billing and land use information system.

In addition to the systems design, alternative methods for implementation were costed and presented in Chapter V, Analysis of Requirements. Of the two levels of implementation explored, the batch processing system and the batch processing-limited on-line system, the consultant recommended utilizing the batch processing-limited on-line configuration. Of the various alternatives of systems operation, the consultant recommended the community computer center approach as the first alternative. The second recommended alternative was utilizing the City of Wichita's hardware to operate the system. If this was not feasible, a third alternative of Sedgwick County acquiring its own equipment and personnel to operate the system was recommended. The fourth alternative recommended, if the above methods were not feasible, would be to engage outside service bureaus or consultants to implement and operate the system. A summary matrix of the estimated costs of various systems implementational alternatives are presented on page 114.

The consultant again recommended address as the key locator and the U.S. Bureau of Census geographic base file, which we are in the process of developing, be utilized as the chief coding and summary tool.

Included in this report are copies of the Sedgwick County and MAPD procedural manuals which will be used for training and other reference purposes during the implementation and operation of the system by the various groups and agencies involved.

Page 2 - Langston Kitch & Associates Phase II - March 9, 1970

This report is submitted to the Planning Commission under the terms of the contract for acceptance. The staff has reviewed the work and finds it acceptable and believe that the Consultant has met the terms and obligation of the contract. It is recommended that the report be accepted, final payments made to the contractor, and the Planning Department instructed to seek the implementation of the recommendations of the report in such manner as may be deemed necessary to establish a base file for needed planning data.

The Consultant will be present at your March 12 meeting to answer any questions you may have in regard to this report.

RAL:CM:bh

October 21, 1969

Mr. Bob Langston, President
Langston Kitch & Associates, Inc.
515 First National Bank Building
Wichita, Kansas 67202

Dear Bob:

I have your letter requesting extension of time in order to gain further agreement on coding of our contract of the 24 of July. Such an extension is hereby granted, as far as I have the authority to do so.

Sincerely,

Robert A. Lakin
Assistant Planning Director

RAL:ber

**Langston
Kitch**
& ASSOCIATES, INCORPORATED

PROJECT MANAGEMENT CONSULTANTS
& SYSTEMS ANALYSTS

515 First Nat'l Bank Bldg.
~~XXXXX BLDG. XXXXX~~
WICHITA, KANSAS 67202
TELEPHONE (316) 264-9185

October 16, 1969

Mr. Robert A. Lakin
Metropolitan Area Planning Department
Wichita - Sedgwick County
City Building Annex
Wichita, Kansas 67202

Dear Mr. Lakin:

By the contract agreement of July 24, 1969, the report on the tax billing system and updated land use system is due this date.

A time extension of one week is requested on the basis of Article IV to provide further coordination with the county officials as to data coding. At this point, there is not general agreement to the recommended tax entity coding.

Your cooperation is appreciated.

Very truly yours,

Bob Langston
Bob Langston
President

BL:bf

A G R E E M E N T

THIS AGREEMENT made and entered into this 24th day of July, 1969 by and between WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION, hereinafter called the "Planning Agency", and LANGSTON, KITCH & ASSOCIATES, INC., Wichita, Kansas, hereinafter called the "Consultant", do agree for themselves and their respective successors and assigns as follows:

ARTICLE I

EMPLOYMENT OF CONSULTANT

The Planning Agency hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the services set forth in Article II.

ARTICLE II

A. Consultant's Services and Responsibilities

The Consultant agrees to perform and carry out in a satisfactory manner as determined by the Planning Agency the work program set forth in this Article. It is understood and agreed between the parties hereto that the Consultant is only a special and temporary consultant to the Planning Agency and all reports and memoranda prepared by the Consultant shall be submitted in the first instance to the Planning Department for its review and opinion and finally to the Planning Agency for their review and acceptance.

B. Scope of Study and Analysis

All work for this study shall be based on and conform to work performed by the Consultant for the Planning Agency under an Agreement dated 12th of December, 1968, which Agreement was to prepare an initial systems study and recommendation with respect to the establishment, cost and methodology and collection the storage of updating data and electronic data processing file for planning purposes of property-oriented data. Based on the interim report of the aforementioned contract, the Planning Agency found it most feasible to pursue the establishment of a real property tax billing system as the base for creating a property-oriented data system. It was further found that in regard to the creation of such a real property tax billing system that the detailing and preparation of forms and systems work for the tax billing system would be beyond the scope of the original contract. To provide the additional information and systems work to allow full implementation of a property-oriented data system, the Consultant shall, for the Planning Agency and for the benefit of the County Assessor, County Clerk and County Treasurer, perform the following work:

- 1) Investigate and provide a system and analysis of the functional details insofar as it relates to the tax billing procedures of real estate as performed in the offices of the Sedgwick County Clerk, Assessor, and Treasurer.

- 2) Provide systems detail to cover these special functions, including the establishment of assessment rolls, the abstracting of reports to the State, and for the preparation of tax bills.
- 3) Develop, design, coordinate, and secure approval of all codes, input forms, and output formats, and to submit a systems design to the Sedgwick County Clerk, Treasurer, and Assessor.
- 4) Develop a master record layout and document card and master layouts and provide estimated costs for production runs based on all systems developed.
- 5) Complete flow chart and manuals, including individual steps needed to be taken in order to implement and place the tax billing system on an on-line basis, for the system developed for the Sedgwick County Clerk, Treasurer, and Assessor.
- 6) Write and reproduce final report (minimum 20 copies).

ARTICLE III

REPRODUCTION OF DOCUMENTS

The Consultant shall submit to the Planning Agency all final copy on typewritten form on 8½ x 11 20-pound bond white paper. All drawings and charts shall be on vellum 8½ x 14, maximize size or multiple thereof in ink or such other form as may be approved by the Planning Department. All card format and forms developed for the County Clerk, County Treasurer, or County Assessor shall be in such form and on such papers and size and shape as agreed upon by those offices for their working records.

ARTICLE IV

It is understood and agreed between the parties hereto that the work specified in Article II shall be completed not later than 60 working days after the effective date of this Agreement; provided, however, that if the Consultant's work is delayed by inability to obtain concurrence or agreement by the affected agencies (Planning Agency, County Treasurer, County Clerk, or County Assessor), then the time limit above stated may be extended by the Planning Agency or the contract may be terminated on a statement by the Consultant that he is unable to complete the work because of inability to secure the necessary agreement from the affected agencies. If the contract shall be so terminated, compensation shall be made in accordance with Article X. Services by the Consultant shall be considered to have been completed upon approval of the final report by the Planning Agency or at the expiration of the 30th calendar day after submittal of the final report in the event the Planning Agency fails to transmit to the Consultant its approval or rejection of the final report.

ARTICLE V

PERSONNEL

The Consultant represents that he has or will secure at his own expense the qualified personnel required for the performance of the services called for by this Agreement. Such personnel shall not be employees nor shall they have any contractual relationship with the Planning Agency.

All services hereunder will be performed by the Consultant or by the qualified person under his supervision. The Project Leader shall be Bobby B. Langston and any change in this work assignment shall subject this entire Agreement to cancellation and/or renegotiation at the discretion of the Planning Agency. None of the work or services covered by this Agreement shall be subcontracted without prior written approval by the Planning Department.

ARTICLE VI

COMPENSATION

For the complete performance of all services to be provided by the Consultant described in Article II of this Agreement, the Planning Agency shall pay to the Consultant a lump sum of Five Thousand (\$5,000) Dollars for services rendered as delineated below:

1.	Article II, B (1)	\$1,000.00
2.	Article II, B (2)	1,600.00
3.	Article II, B (3)	800.00
4.	Article II, B (4)	600.00
5.	Article II, B (5)	500.00
6.	Article II, B (6)	500.00

It is expressly agreed and understood that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of Five Thousand (\$5,000) Dollars, for all the services rendered.

ARTICLE VII

METHOD OF PAYMENT

The Planning Commission shall pay to the Consultant the amount set forth in Article VI. Such sum and reimbursement shall be paid in the following manner, subject in every case to receipt of a requisition for payment from the Consultant specifying that it is entitled to such payment and, in the case of requisition for payment of its own fees, that it has performed a particular percentage of the work under this Agreement in conformance with the Agreement.

Upon presentation and approval of monthly requisitions, progress payments will be made based upon the percentage of the work completed upon the last day of the preceding calendar month, multiplied by the total lump sum fee, less the amount of previous payments;

provided, however, that ten percent of the total lump sum fee will be retained by the Planning Agency until it has given approval to the Consultant's final reports, but such sum shall not be held for longer than thirty (30) days after submission of the said final reports. It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum of Five Thousand (\$5,000) Dollars for all services required.

ARTICLE VIII

CHANGES

The Planning Agency may from time to time request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Planning Agency and the Consultant, shall be incorporated in written amendments to this Agreement.

ARTICLE IX

TERMINATION OF CONTRACT FOR CAUSE

If through any cause, the Consultant shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements or stipulations of this Agreement, the Planning Agency shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by or for the Consultant under this Agreement shall, at the option of the Planning Agency, become its property and the Consultant shall be paid a fee which shall proportionately and reasonably compensate the Consultant for services which were performed satisfactorily prior to the effective date of termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Planning Agency for damages sustained by the Planning Agency by virtue of any breach of the Agreement by the Consultant, and the Planning Agency may withhold any payments due the Consultant for the purpose of set-off until such time as the exact amount of damages due the Planning Agency from the Consultant is determined. The Consultant shall not be liable to the Planning Agency for damages if its failure to perform the Agreement arises out of causes beyond the control or without the fault or negligence of the Consultant.

ARTICLE X

TERMINATION FOR CONVENIENCE OF PLANNING AGENCY

The Planning Agency may terminate this Agreement at any time by a notice in writing from the Planning Agency to the Consultant. If the Agreement is terminated by the Planning Agency as provided herein, the Consultant will be paid an amount which bears the same

ratio to the total compensation as the services actually performed bear to the total services by the Consultant covered by the Agreement, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this Agreement has been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this Agreement) incurred by the Consultant during the period of the Agreement which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Consultant, Article IX hereof relative to termination shall apply.

ARTICLE XI

INTEREST OF MEMBERS OF PLANNING AGENCY AND OTHERS

No officer, member or employee of the Planning Agency and no other public officials of the Governing Body of the locality or localities in which the project is situated or being carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such officer, member or employee of the Planning Agency or any member of its Governing Body, or public official of the Governing Body of the locality or localities in which the project is situated or being carried out, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XII

INTEREST OF CONSULTANT

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed with knowledge of the Consultant.

ARTICLE XIII

FINDINGS CONFIDENTIAL

All reports, information, data, charts, documents, manuals, etc., given to or prepared or assembled by the Consultant under this Agreement which the Planning Agency requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the Planning Agency.

ARTICLE XIV

COPYRIGHT

No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application

for copyright by or on behalf of the Consultant.

IN WITNESS WHEREOF, the Planning Agency and the Consultant have executed this Agreement as of the date and year first above written.

WICHITA-SEDGWICK COUNTY METRO-
POLITAN AREA PLANNING COMMISSION

By Neilson J. Gabriel
Chairman

ATTEST:

Robert A. Lakin
Robert A. Lakin
Secretary
(SEAL)

LANGSTON, KITCH & ASSOCIATES, INC.

By Bobby B. Langston

ATTEST:

Frank X. Lemen

Approved as to Legal Form and Legal
Adequacy, _____, 1969

John Lehman
Attorney at Law

WICHITA-SEDGWICK COUNTY

METROPOLITAN AREA PLANNING DEPARTMENT

DATE
June 18, 1969



TO John Dekker, Director of Law
FROM Charles Myers, Planner III
Research Division
SUBJECT Contract Approval

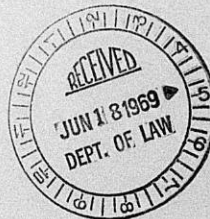
Attached for your review and approval is a contract between Langston Kitch and Associates and the MAPC. This contract covers additional detailed systems design work for a total tax billing system. The additional services covered by this contract will be paid for with entirely local funds and therefore the Federal contract guidelines do not apply. We would appreciate a determination by Friday, June 20, 1969 to enable us to schedule it for the June 26, 1969 MAPC meeting.

If there is any question please contact Bob Lakin or myself.

CM:bh

Attachment

Lakin at H. G. me.
J. D.



Chas. Myers



**MARIE WARDEN
County Clerk**

Room 211
Sedgwick County Courthouse
Wichita, Kansas 67202
Telephone: F0RST 4-2111



July 8, 1969



The Honorable Earl E. Rush, Chairman
Board of Sedgwick County Commissioners
320 Sedgwick County Courthouse
Wichita, Kansas 67203

Dear Commissioner Rush:

It would be greatly appreciated if you would consider our views and comments regarding Mr. C. Beckley Foster's cover letter relating to a proposed contract between the Wichita-Sedgwick County Metropolitan Area Planning Commission and the consulting firm of Langston-Kitch & Associates. The proposal will be presented to the commission (county) at its regular session on July 9, 1969.

Briefly, the contract - if implemented could culminate in a complete conversion to disc or magnetic tape on property records amounting to some 180,000 pieces, parcels and lots of real estate which are now recorded on addressograph plates. These plates are designed to be used in conjunction with addressograph and N.C.R. computronic tax billing equipment in which the county has many thousands of dollars invested - some of which is new equipment recently purchased with the approval of the county commissioners.

Mr. Foster's cover letter refers to a contract for "detailed systems design work for a total real property tax billing system...from which needed land use by the M.A.P.C. could be derived." If our interpretation of the law is correct, tax billing procedures and the manner in which they are programmed are statutory duties of the county clerk. Land use is not our department. The only land data which the county could furnish the M.A.P.C. is on file in the office of the county assessor, and I am certain he would supply that information at the M.A.P.C.'s expense.

It behooves me - as well as my tax deputy Mr. Korn - to ask how land use data which the M.A.P.C. desires to record on a computer can be related to or reconciled with real property tax billing. After our office furnishes the county assessor the assessment rolls the only information we require is the aggregate total assessed valuation of all land and improvements in the county. From that information we develop the various valuations to determine the several hundred composite tax levies to finance the budgets of the taxing subdivisions. Neither the M.A.P.C, nor the consulting firm has suggested that the personal property tax billing should be computerized, yet this is the most pressing problem to this office, as well as the county assessor and treasurer. The assessor is experimenting this year in the first phase of computerizing the personal property tax billing - entering names, addresses, types of vehicles and the valuation of the various items of personal property on computer printouts. From these printouts this office is preparing the tax rolls and tax statements. It is hoped that all three offices can work out a program for the complete computerization of the personal property tax

Mr. Rush

billing in 1970 - in lieu of the logical school (but not legislative) solution of paying vehicle tax at the time license tags are purchased. No program can be implemented unless it ties in with the bookkeeping procedures in the county treasurer's office, and herein lies the problem.

The idea of data processing in Sedgwick County is not a new concept. I.B.M. equipment was installed in the county treasurer's office over fifteen years ago, but because it was not coordinated with the other interested courthouse offices the program was doomed to failure and the equipment returned to I.B.M. We heartily agree with one statement contained in the Elmer Fox and Company report submitted to the various local county officials in 1967: "Opportunities for efficiency and economy are greatest where data processing routines of identical nature are consolidated for central processing to the greatest possible extent." We do not take this to mean that certain piecemeal routines should be converted for the sole purpose of supplying information to the M.A.P.C. - particularly when the costs of such conversion would be borne by every taxpayer in Sedgwick County - from Mount Hope to Derby and from Kechi to Clearwater, as well as territories in adjacent counties over which this county has taxing jurisdiction.

The study in question is the third such study proposed to the county commissioners over the past two years. The first - by Elmer Fox and Company (of which we have already spoken) at a cost to the county of \$5,000.00 was ordered by the Temporary Joint Legislative Committee on Efficiency and Economy in Urban Areas - financed in part by the issuance of \$60,000.00 in no-fund warrants issued against Sedgwick County taxpayers. Much of the legislation which resulted from the firm's recommendations have been beneficial to the county, yet the study dealt solely with the administrative functions of the various courthouse officers (with which it appears all of the present officeholders are familiar). House Bill 1370, 1967 Session, which authorized the formation of the Committee provided in Section 2: "It shall be the duty of the legislative committee on urban affairs to collect information concerning the government of any such county having a population of over three hundred thousand (300,000) and such other units of government as may exist within the county."

The second study - by Langston-Kitch and Associates in an amount of \$12,000.00 deals with the peculiar working relationship between the county clerk and the M.A.P.C., and how it can save Sedgwick County taxpayers money by incorporating its functions with the duties of the county clerk. Such a contention is difficult to comprehend when we consider the Planning Commission's budget in 1958 was \$26,000.00, and the 1969 budget is \$398,124.00 - an incredible increase of 1500 percent, while the population in the corporate limits of the City of Wichita increased 13.5 percent during the same period of time.

In conclusion, it is our earnest hope that we will be able to implement a more efficient system of personal property tax billing in 1970, and we feel that this can be done without costly studies or recommendations by the M.A.P.C. This office feels, and the county assessor and treasurer have indicated that if a computer program is adopted for the personal property we will work directly with a computer firm (they should not need a consulting firm to explain A.D.P. to them).

Mr. Rush

As far as land use data for the metropolitan area is concerned, we do not question the need for such data - for the M.A.P.C. We personally feel, however, that those taxpayers living outside the M.A.P.C. limit are also entitled to equal consideration. In short, we cannot concur with the M.A.P.C.'s proposal, but will endeavor to cooperate if the plan is adopted.

Respectfully submitted.

MW:mec

MARIE WARDEN
County Clerk

THE BOARD OF COMMISSIONERS
CITY OF WICHITA
KANSAS

Commission Meeting
July 8, 1969

Invocation by Reverend William Bagby, St. Mark's Episcopal Church.

NOTICE

SINCE THE BOARD OF CITY COMMISSIONERS WILL PARTICIPATE IN A TOUR OF OFFUTT AIR FORCE BASE, THE COMMISSION MEETING OF JULY 8, 1969, WILL ADJOURN AT 11:00 A.M.

COMMISSION AGENDA

1. ADMINISTERING OATH OF ACCEPTANCE TO A MEMBER OF THE BOARD OF HOUSING STANDARDS AND APPEALS.

Mr. Paul Dugan has been appointed to a term which will expire on January 31, 1972.

ACTION: Authorize the City Clerk to administer the oath.

2. NOTICE OF VACANCY- LOCAL HOUSING AUTHORITY - One unexpired Term to June 7, 1970.

By letter dated June 24, 1969, Mr. Roscoe Williams has tendered his resignation as a member of the Local Housing Authority.

ACTION: Appointment will be in order at the meeting of July 22, 1969.

3. NOTICE OF VACANCY - HUMAN RESOURCE DEVELOPMENT ADVISORY BOARD. One unexpired term to December 31, 1969.

ACTION: Appointment will be in order at the meeting of July 22, 1969.

CITY MANAGER'S AGENDA

1. RECONSTRUCTION OF DOUGLAS AVENUE FROM MAIN STREET TO THE ARKANSAS RIVER.

At the Commission meeting of July 1, 1969, Mr. Vann V. Jones requested that the City Commission reconsider its decision on the paving of Douglas Avenue from Water Street to Webb Street and extend the brick surface treatment east to Main Street.

The City Commission deferred this matter in order for abutting property owners to state whether or not they would be willing to finance the extra cost involved in extending the brick surface treatment east to Main Street and west to the Arkansas River.

ACTION: Take such action as the Commission deems to be in the best interest of the public.

2. CONTRACTUAL AGREEMENT FOR CONSULTANT SERVICES

On June 26, 1969, the Metropolitan Area Planning Commission adopted a resolution which approved a contractual agreement between the Metropolitan Area Planning Commission and Langston, Kitch and Associates, Wichita, Kansas, subject to the concurrence of the Wichita City Commission and the Sedgwick County Commission.

The contractual agreement provides that Langston, Kitch and Associates will perform detailed system design work for a total real property tax billing system from which land use information will be obtained. These services are to be performed at a cost not to exceed \$5,000.

The agreement is now submitted to the City Commission for concurrence in the action of the Metropolitan Area Planning Commission.

ACTION: Concur in the action of the Metropolitan Area Planning Commission in entering into a contract with Langston, Kitch and Associates.

3. REQUEST FOR WAIVER OF REQUIREMENT

The following applicants for commercial animal permits request the waiver of the distance requirement for the sheltering of domestic animals:

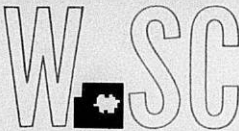
Woolworth Stores - 8143 East Kellogg
T. G. & Y #470 - 8121 East Kellogg
K-Mart - 8600 East Kellogg

Section 6.12.070 of the Code of the City of Wichita, Kansas, provides that any domestic animal shelters of a commercial or industrial classification shall not be located less than 150 feet from any adjoining premise that is located in an area that is zoned AA, A, B, or RB; however, the distance requirement may be waived by the Board of City Commissioners.

The Director of the Department of Community Health reports that the applicants have been approved as to Environmental Health standards and recommends that the waivers be granted. City Manager concurs.

ACTION: Grant the waivers.

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

AMHERST 2-8211 — AREA CODE 316
CITY BUILDING ANNEX
104 S. MAIN ST.
WICHITA, KANSAS 67202

June 30, 1969

Honorable Board of Sedgwick County Commissioners
320 Sedgwick County Courthouse
Wichita, Kansas 67203

and

Honorable Board of Wichita City Commissioners
City Building
104 South Main
Wichita, Kansas 67202

Re: Contract for detailed systems
design work for a total real
property tax billing system

Gentlemen:

Attached for your formal consideration is an Agreement between the Metropolitan Area Planning Commission and the consultant firm of Langston, Kitch and Associates, Wichita, Kansas in the amount of \$5,000. This contract is for a detailed systems design of a total real property tax billing system from which needed land use information can be derived. This system will enable land use information to be obtained in an on-going manner as a by product of the day-to-day operation of the various departments involved.

The funding for the contract will be derived from 1969 MAPD monies budgeted for consultant services.

The Agreement has been approved as to its legal sufficiency by City Attorney John Dekker. On June 26, 1969 a Resolution approving the contract and authorizing the Chairman and Secretary to sign and enter into this Agreement on behalf of MAPC was unanimously adopted subject to the concurrence of the governing bodies.

Page 2 - June 30, 1969

Copies of the Agreement have been furnished to and reviewed by the affected office holders. It is requested that this contract be scheduled for formal consideration by the Board of City Commissioners at its regular meeting July 8, 1969 and by the Board of County Commissioners at their regular meeting July 9, 1969, and that each concur in the action of MAPC.

Respectfully submitted,

C. Bickley Foster

C. Bickley Foster
Secretary

CBF:bh

Attachments

cc: Ralph Wulz, City Manager
Kenneth Beck, County Counselor
Louis Earl, County Assessor
Ronald Miller, County Treasurer
Marie Warden, County Clerk
Sharon Deering, Deputy County Clerk



MARIE WARDEN
County Clerk

Room 211
Sedgwick County Courthouse
Wichita, Kansas 67202
Telephone FOREST 3-2111



June 25, 1969

Metropolitan Area Planning Commission
City of Wichita
City Building
Wichita, Kansas 67202

Dear Sirs:

In reference to the proposal submitted by Langston-Kitch & Associates, please be advised that this office will cooperate - as time permits - in supplying information pertinent to the study.

I do feel, however, that much of the information needed to set up a land data bank for the Commission would have to be supplied by the county assessor. Such data would be of little value to this office.

Insofar as tax billing procedures are concerned, I do not feel that an extensive study is needed or desirable. If this office decides that a data processing operation would be advantageous to the county, and at the same time compatible with the Commission's efforts then I would not hesitate to convert the personal property tax billing to a computerized system. It is my opinion that converting the real estate to data processing would be a very costly operation - particularly in view of the fact that the county presently has many thousands of dollars invested in addressograph and computronic tax billing equipment.

If this office consented to computerizing the personal property tax billing, and perhaps eventually real estate, I feel that we know what information would have to be supplied to a data processing firm - or a metropolitan data processing center. As I have said previously, I do not feel that an extensive study in this area would be necessary.

This office will work with the Commission in whatever program it feels is necessary for its purposes, but I am unable to relate this with tax billing procedures unless a county-wide data processing center were established to serve all the county and possibly the school board and city offices.

Sincerely,

Marie Warden
Marie Warden

MW:sd



RONALD G. MILLER
County Treasurer

Sedgwick County Courthouse
Wichita, Kansas 67203
Telephone FOrest 3-2111

June 25, 1969

Wichita Sedgwick County
Metropolitan Area Planning Commission
Wichita, Kansas

To Whom It May Concern:

After reading the agreement that was given to me, I feel that the proposal to make a more complete and detailed study of the tax billing procedures in the offices indicated will serve a very useful purpose.

Our office will cooperate in furnishing information as much as possible and time permits.

Sincerely,

RONALD G. MILLER

RGM:kb



COUNTY OF SEDGWICK

**OFFICE OF
COUNTY ASSESSOR**

COUNTY COURT HOUSE WICHITA, KANSAS 67203 • TELEPHONE FOREST 3-2111. EXT. 301307

June 25, 1969

Mr. Bickley Foster, Director
Wichita-Sedgwick County Metropolitan
Area Planning Commission
104 South Main
Wichita, Kansas 67202

RE: WICHITA-SEDGWICK COUNTY PLANNING
DATA PROCESSING


Dear Bickley:

The County Assessor's office will be glad to cooperate in any study or analysis that may improve our services to the public, and that may reduce expenses of local Government.

I am particularly referring to the proposed Agreement between the Wichita-Sedgwick County Metropolitan Area Planning Commission and Langston, Kitch & Associates, Inc.

With kindest personal regards.

Sincerely,


LOUIS B. EARLE
Sedgwick County Assessor

LBE:mj

WICHITA-SEDGWICK COUNTY

DATE
June 20, 1969

METROPOLITAN AREA PLANNING DEPARTMENT



TO Wichita-Sedgwick County Metropolitan
Area Planning Commission

FROM C. Bickley Foster, Director of Planning

SUBJECT Contract for detailed work for
design tax billing system

Attached for your review is a contract prepared under authority granted by you at the June 12, 1969 meeting. The contract is for preparation of detailed systems design work for a total tax billing system from which we will derive the needed land use information. The contract has been approved as to its legal sufficiency by the City Attorney, John Dekker, and its contents have been reviewed and accepted by the consultant, and is in the process of review by the affected County offices. With the concurrence of the Chairman, we have asked Mr. Hennessey to review it and make comments. His suggestions have been incorporated into the contract.

It is recommended that the Commission approve the contract, adopt a Resolution authorizing the Chairman and Secretary to sign. We will then schedule the matter for the July 1, 1969 regular meeting of the Board of City Commissioners, and on July 2, 1969 regular meeting of the Board of County Commissioners, requesting their concurrence.

If you have any questions regarding this contract, please contact Bob Lakin or Charles Myers.

CBF:ber
Attachment

WICHITA-SEDGWICK COUNTY

DATE
June 10, 1969

METROPOLITAN AREA PLANNING DEPARTMENT

TO Wichita-Sedgwick County Metropolitan Area
Planning Commission

FROM Robert A. Lakin, Assistant Planning Director

SUBJECT Kans. P-83 Information Systems

In reviewing the interim report of Langston, Kitch & Associates, two basic alternative ways of obtaining the needed land use information are outlined. The first alternative presented is to proceed as they were originally directed and provide a complete systems design for a "data bank" for property-oriented data. The second alternative is to proceed towards the development of an "information sub-system" oriented towards property data, which could be integrated into an overall information system that would provide the data necessary for urban management as well as planning.

There appears to be several advantages to developing an information systems design rather than a design for a "data bank" for the following reasons:

1. Duplicate effort in developing the same information for a data source will be avoided.
2. The maintenance of the data items, to a very large degree, becomes a by-product of day-to-day operations of the various departments and agencies involved thus reducing cost.
3. An information systems oriented project will provide the basis for tying together several other sub-systems which it is believed will be developed, including those for the Health Department, TOPICS program, and certain other information expected to be collected as part of the Model Cities and Urban Renewal programs.
4. Neither the data bank nor the information systems approach has been funded at the moment, and there appears to be more general funding support, both locally and Federally, for the information system approach.

COPY

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June 10, 1969

5. It is generally felt that if the less expensive "data bank" approach is followed not only will the end product be less desirable, but in all probability much of the money expended on this particular contract will be of an interim nature and will have to be redesigned in the long run in order to provide a needed total information system.

The consultant has indicated that the detailed design and refinements for the "information system" proposal is much more complex than the originally envisioned "data bank" and, thus, a very detailed systems design could not be performed for the money currently allocated. This increased complexity stems from the necessity to perform a detailed design for a tax billing system for the County Assessor, the County Treasurer and the County Clerk. Because of the above reasons and the short time remaining, both in the consultant's contract and in the contract with the Planning Commission and HUD, it is recommended that this contract be allowed to be completed with the report oriented towards an information system.

The consultant has indicated that the additional detailing and refinements of system design for the tax billing system could be completed for an additional \$5,000. If the Planning Commission believes that it is in their interest to complete the design work for the tax billing system, which would then allow quicker and easier development of the property information system at such time as it is funded, they should authorize the Chairman and Secretary to negotiate a contract with Langston, Kitch and Associates, and return it to the Planning Commission agenda at its next meeting. Funds are available in the Planning Department's budget for consultant purposes.

RAL:ber

APPROVED:

C. Bickley Foster
Director of Planning

A G R E E M E N T

THIS AGREEMENT, made and entered into this 12th day of December, 1968, by and between WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION, hereinafter called the "Planning Agency," and LANGSTON AND KITCH ASSOCIATES, systems analysts, Wichita, Kansas, hereinafter called the Consultant.

WITNESSTH:

WHEREAS, the Planning Agency desires to engage the Consultant to render certain services, hereinafter described, in connection with an undertaking of said Planning Agency to be partially financed under Section #701 of the Housing Act of 1954, as amended, and

WHEREAS, the Consultant is ready and willing to provide such services for the Planning Agency as called for by this Agreement,

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns, as follows:

ARTICLE I

DEFINITIONS

The Planning Agency and the Contractor agree that for the purpose of this Agreement, the following words shall be defined as follows:

"Governing Body" shall mean the Board of City Commissioners of the City of Wichita and the Board of County Commissioners of the County of Sedgwick.

"Planning Area" shall mean the County of Sedgwick, Kansas, including all incorporated cities located within the boundaries of Sedgwick County.

"Planning Department" shall mean the Wichita-Sedgwick County Metropolitan Area Planning Department.

ARTICLE II

EMPLOYMENT OF CONSULTANT

The Planning Agency hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in Article IV.

ARTICLE III

AREA COVERED

The Consultant shall perform all the necessary services provided under this Contract in connection with and respecting the planning area as defined herein.

ARTICLE IV

CONSULTANT'S SERVICES AND RESPONSIBILITIES

A. Consultant's Responsibilities. The Consultant agrees to perform and carry out in a satisfactory manner, as determined by the Planning Agency, the work program set forth in Article IV. It is understood and agreed between the parties hereto, anything herein to the contrary notwithstanding, that the Consultant is only a special and temporary consultant to the Planning Agency and the Consultant's primary responsibility is the discharge of its duties hereunder to make an initial systems study and recommendation in respect to the establishment, cost and methodology of collecting, storage and updating data in an electronic data processing file for planning purposes. All reports and memoranda prepared by the Consultant shall be submitted in the first instance to the Planning Department for their review and opinion, and finally to the Planning Agency for their review and acceptance.

B. Scope of Study and Analysis. The Consultant agrees to investigate, analyze, and recommend in compliance with, but not limited to, the conditions as set forth as follows:

1. Develop a dictionary with definitions of each data item and specify in what form, to what degree of accuracy, and how often such items are needed as input into a data bank. These items for this phase of the study shall be limited primarily to the physical items related to land and structures, e.g., size, use, location, valuations, condition, etc., but keeping in mind the ultimate need to relate socio-economic data for the same geographic areas. The Consultant will continue to review and evaluate data items as he works on item IV.B, so that data items not thought to be available can be brought to the attention of the Agency for review and evaluation. The final responsibility for initial and final designation of data item shall be as set forth in Article V.

2. Determine where within the planning area the information is available and submit a list of recommended sources to the Planning Department for their concurrence. Analyze the methods that are used in obtaining the data and determine which source could best be adapted to serve as input to the proposed data bank and be maintained on a continuing basis. In addition, the Consultant shall survey adjacent counties and other appropriate State and Federal government units to ascertain the degree of integration that would be desirable and feasible, looking forward to the combination of data banks and/or the joint use of data in the future. The Consultant shall make recommendations as to what conditions, adjustments, or changes in form of data items procedures or systems may be needed or deemed desirable to accomplish such integration or compatible use of data or data bank.

3. For each data source identified and with the concurrence of the agency so identified or designated, to develop procedures and systems that will facilitate their record keeping requirements, as well as serve as the mechanics for input to the land use information system. Also to be included would be a

procedure manual for each of the Agencies identified as a data source. The manual shall detail the use and maintenance procedures for the necessary planning data for the agency. This would provide the cooperating agency with new formats (if required) necessary to cooperate with a data bank for the continuing flow of data for planning purposes. In the event the agency selected as the prime source for input to the data bank declines to participate, the Consultant shall recommend alternate sources for obtaining the desired data items and write such procedures as necessary to the best of his ability for those alternate sources recommended.

4. Determine cost for each agency and the information center required to operate the land use information system.

(a) Determine the equipment, if any, needed by the agency designated as a source agency to make the data available to the land use information file. Provide the source agency with an estimate for the difference between the cost now being incurred and the cost that would be incurred as a result of supply data to the land use information system.

(b) Determine costs for the agency who would have primary responsibility for the land use information system, i.e., operating the hardware and software:

- (1) Annual cost for machine time
- (2) Annual cost for operating personnel
- (3) Annual cost for operating supplies
- (4) Annual cost for program maintenance

5. To prepare a written report that would be available to all agencies, studies and units of government presenting the findings, conclusions and recommendations as a result of the work outlined in the preceding items. Such a report would be used in determining needed budgets for such an operating program and equipment requirements, as well as being the base to work out necessary cooperative agreements with intergovernmental units and where needed with utilities, etc.

6. To prepare as a final report a detailed systems ^{and} design for land use information that would be used as a basis for the preparation, coding and testing of the final computer maintenance and retrieval programs that are necessary to fully implement this systems design. Such coding, testing, and documentation of computer programs shall be accomplished at some future date and are not included in this contract. From this detailed land use system design developed above, the Consultant will prepare and include in his final report a phased development plan, including estimates of total resources and time required for implementation of each phase of the development plan, and a recommendation as to the best method of implementing each phase to make the land use information system operational.

7. The Consultant shall submit monthly a progress report reflecting the status of the project and an estimate of the percentage of the project completed by work item under Article IV to that date. The percentage will be used to determine the amount compensation as set forth in Article IX hereunder.

C. Reproduction of Documents. The Consultant shall submit to the Planning Agency all final copy in typewritten form on 8 1/2 x 11 twenty pound bond white paper. All drawings and charts shall be on vellum 8 1/2 x 14 maximum size or multiples thereof in ink or such other form as may be approved by the Planning Department. Twenty copies of all preliminary or interim reports shall be submitted to the Planning Department. Extra copies may be duplicated by the Planning Department at its own cost.

D. Additional Consultants. The Consultant may retain such other professional planning advice as the Consultant shall deem appropriate and as the Planning Department shall approve in writing.

E. Priority of Work Schedule. It is understood and agreed between the parties hereto that the Planning Agency desires and the Consultant agrees, provided the Planning Agency has performed as required in Article IV hereof, that the Consultant shall,

within the time specified below and prior to the submission of the final report called for herein, provide the Planning Agency with those reports required:

<u>Paragraph</u>	<u>Time</u>
Article IV, B.1	Interim Report - 60 days after completion of Article IV, A.1
Article IV, B.2	90 days from completion of Article IV, A.1
Article IV, B.3	By July 15, 1969
Article IV, B.4	By July 15, 1969
Article IV, B.5	By July 15, 1969
Article IV, B.6	By July 15, 1969

ARTICLE V

RESPONSIBILITY OF THE PLANNING AGENCY

A. On or before thirty (30) days after the effective date of this agreement, the Planning Department shall furnish to the Consultant for a land use information system, a list of proposed data items for his review and comment as to their completeness and economic feasibility.

B. All information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to the Consultant without charge by the Planning Agency, and the Planning Department shall cooperate with the Consultant in every way possible in the carrying out of the planning work.

C. Prior to the writing of the final reports, the Planning Department shall submit a list containing the final data items to be included in the systems study.

D. The printing of the final report as submitted by the Consultant as outlined in Article IV, B.5, IV, B.6, and IV,C.

ARTICLE VI

TIME OF PERFORMANCE AND COMPLETION

The services of the Consultant are to commence as soon as practicable after the execution of this Agreement and shall be undertaken and completed in such sequence as to assure their

expeditious completion in the light of the purposes of this Agreement, but in any event, all of the services required hereunder shall be completed prior to July 15, 1969, provided, however, that if the Consultant's work is delayed because the Planning Agency fails to furnish any items or data or to give prompt approval required by this Agreement, so that it is impossible for the Consultant to complete the required work within the time limit above stated, then an extension of time shall be granted to the Consultant equivalent to the delay occasioned by such cause or causes.

Services by the Consultant shall be considered to have been completed upon approval of the final report by the Planning Agency or at the expiration of thirty (30) calendar days after submittal of the final report in the event that the Planning Agency fails to transmit to the Consultant its approval or rejection of the final report.

ARTICLE VII

PERSONNEL

A. The Consultant represents that he has, or will secure at his own expense, the qualified personnel required for performance of the services called for by this Agreement. Such personnel shall not be employees of nor shall they have any contractual relationships with the Planning Agency.

B. All of the services hereunder will be performed by the Consultant or by other qualified persons under his supervision. The Project Leader shall be Bobby B. Langston and any change in this work assignment shall subject this entire agreement to cancellation and/or renegotiation at the discretion of the Planning Agency.

C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Planning Department.

ARTICLE VIII

COMPENSATION

A. For the complete performance of all services to be provided by the Consultant and described in Article IV of this Agreement, the Planning Agency shall pay to the Consultant a lump sum of \$20,000 for services rendered as delineated below:

1. Article IV, B (1)	\$ 1,200
2. Article IV, B (2)	4,750
3. Article IV, B (3)	6,000
4. Article IV, B (4)	7,000
5. Article IV, B (5)	500
6. Article IV, B (6)	550

B. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of \$20,000 for all the services required.

ARTICLE IX

METHOD OF PAYMENT

The Planning Agency shall pay to the Consultant the amount set forth in Article VIII. Such sum and reimbursement shall be paid in the following manner, subject, in every case, to receipt of a requisition for payment from the Consultant specifying that it is entitled to such payment and, in the case of requisition for payment of its own fees, that it has performed a particular percentage of the work under this Agreement in conformance with the Agreement.

Upon presentation and approval of monthly requisitions, progress payments will be made based upon the percentage of the work completed on the last day of the preceding calendar month, multiplied by the total lump sum fee, less the amount of previous payments; provided, however, that ten percent of the total lump sum fee will be retained by the Planning Agency until it has given approval to the Consultant's final reports, but such sum shall not be held for longer than thirty (30) days after submission of the said final reports. It is expressly understood

and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum of \$20,000 for all services required.

ARTICLE X

CHANGES

The Planning Agency may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Planning Agency and the Consultant, shall be incorporated in written amendments to this Agreement.

ARTICLE XI

TERMINATION OF CONTRACT FOR CAUSE

If through any cause, the Consultant shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements or stipulations of this Agreement, the Planning Agency shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or for the Consultant under this Agreement shall, at the option of the Planning Agency, become its property and the Consultant shall be paid a fee which shall proportionately and reasonably compensate the Consultant for services which were performed satisfactorily prior to the effective date of termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Planning Agency for damages sustained by the Planning Agency by virtue of any breach of the Agreement by the Consultant, and the Planning Agency may withhold any pay-

ments due the Consultant for the purpose of set-off until such time as the exact amount of damages due the Planning Agency from the Consultant is determined. The Consultant shall not be liable to the Planning Agency for damages if its failure to perform the Agreement arises out of causes beyond the control or without the fault or negligence of the Consultant.

ARTICLE XII

TERMINATION FOR CONVENIENCE OF PLANNING AGENCY

The Planning Agency may terminate this Agreement at any time by a notice in writing from the Planning Agency to the Consultant. If the Agreement is terminated by the Planning Agency as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services by the Consultant covered by the Agreement, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this Agreement has been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this Agreement) incurred by the Consultant during the period of the Agreement which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Consultant, Article XI hereof relative to termination shall apply.

ARTICLE XIII

EQUAL EMPLOYMENT OPPORTUNITY

In the carrying out of the Project, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex and national origin. Such action shall include, but not be limited to, the following: employment,

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor shall insert a similar provision in all subcontracts for services covered by this Contract.

ARTICLE XIV

INTEREST OF MEMBERS OF PLANNING AGENCY AND OTHERS

No officer, member or employee of the Planning Agency and no member of its Governing Body, and no other public officials of the Governing Body of the locality or localities in which the project is situated or being carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such officer, member or employee of the Planning Agency or any member of its Governing Body, or public official of the Governing Body of the locality or localities in which the project is situated or being carried out, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV

ASSIGNABILITY

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Planning Agency thereto; provided, however, that claims for money due or to become due the Consultant from the Planning Agency under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Planning Agency.

ARTICLE XVI

INTEREST OF CONSULTANT

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed with knowledge of the Consultant.

ARTICLE XVII

FINDINGS CONFIDENTIAL

All reports, information, data, charts, documents, manuals, etc., given to or prepared or assembled by the Consultant under this Agreement which the Planning Agency requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the Planning Agency.

ARTICLE XVIII

OFFICIALS NOT TO BENEFIT

No members of or Delegates to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

ARTICLE XIX

IDENTIFICATION OF DOCUMENTS

All reports, maps, and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use within the Planning Agency, shall carry the following notation on the front cover or title page (or in the case of maps, in the same block) containing the name of the Planning Agency:

"The preparation of this document was financed, in part, through an urban planning grant from the Department of Housing and Urban Development, under the provisions of Section 701 of the Housing Act

of 1954, as amended, together with the date (month and year) the document was prepared and the name of the municipality, metropolitan area, or other planning area concerned".

ARTICLE XX

OFFICE SPACE

The Planning Agency hereby agrees to make available without charge to the Consultant at the Planning Agency's headquarters, any office space and office furniture required by the Consultant, in addition to its usual place of business for the performance of the Consultant's services under this Agreement, and the Consultant hereby agrees not to include any charge for such additional space or furniture in its fee.

ARTICLE XXI

COPYRIGHT

No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

IN WITNESS WHEREOF, the Planning Agency and the Consultant have executed this Agreement as of the date and year first above written.

WICHITA-SEDGWICK COUNTY METRO-
POLITAN AREA PLANNING COMMISSION

By W. Harold Moomy
Chairman

ATTEST:

C. Bickley Foster
Secretary

LANGSTON & KITCH ASSOCIATES, INC.

By Dobby B. Langston

ATTEST:

Pete Kitch

Approved as to Legal Form and Legal
Adequacy, _____, 1968

Attorney at Law