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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. January 5, 2010

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 December 22, 2009

AWARDS AND PROCLAMATIONS

-- Proclamation:

Wichita Art Museum 75th Anniversary

I. PUBLIC AGENDA

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

1. Mark S. Gietzen – Damage to his home during bridge reconstruction in the year 2000, by Dondlinger Construction Company.

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

None

III. NEW COUNCIL BUSINESS

1. Grants Review Committee Appointments.

   RECOMMENDED ACTION: Approve appointments for the 2010 Grants Review Committee and authorize the City Manager to appoint a replacement(s), in the event that an appointee is unable to serve.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

IV. NON-CONSENT PLANNING AGENDA

1. CON2009-00035 – Conditional Use for mining or quarrying of sand on property zoned SF-5 Single-family Residential ("SF-5"); generally located north of 29th Street North, west of Hoover Road. (District V)

   RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the Conditional Use, subject to the recommended conditions (simple majority vote required); **OR** 2) Concur with the findings of the MAPC and approve the Conditional Use, subject to the MAPC recommended conditions plus the DAB recommendation limiting the hours of operation to Monday through Friday, 8:00 a.m. to 5:00 p.m. (2/3 majority vote required); **OR** 3) Deny the Conditional Use request by making alternative findings, and override the MAPC's recommendation (requires a 2/3 majority vote to override the MAPC's recommendation); **OR** 4) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required).

V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 7)

1. *ZON2009 00035 City zone change from LI Limited Industrial ("LI") to CBD Central Business District ("CBD"), generally located west of Wichita Street, south of 2nd Street North and north and south of 1st Street North. (District VI)

   RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change and place the ordinance establishing the zone change on first reading.

2. *Z-3341 and DP-249 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-Family Residential ("SF-5") to GC General Commercial ("GC") and for the Ewald's South Town Center Commercial Community Unit Plan; generally located south of 47th Street South and east of Broadway. (District III)

   RECOMMENDED ACTION: Approve extended platting deadline of November 23, 2011.

3. *SUB 2009-42 - Plat of Wal-Mart Addition located north of Kellogg and west of Hoover Road. (District V)

   RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

4. *VAC2009-00024 - Request to vacate a platted street right-of-way and a platted setback; generally located on 27th Street North, between Amidon and Charles Avenues. (District VI)

   RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

5. *VAC2009-00033 – Request to vacate a platted easement and an easement dedicated by separate instrument; generally located northwest of Greenwich Road and K-96, on the south side of 26th Court North. (District II)

   RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

6. *VAC2009-00039 - Request to vacate a portion of a platted utility easement - ingress/egress reserve; generally located on the southwest corner of Greenwich Road and Harry Street. (District II)

   RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

7. *VAC2009-00040 - Request to vacate a portion of a platted drainage and utility easement; generally located east of Rock Road, on the southeast corner of 37th Street North and Comotara Street. (District II)

   RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

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.

Summer Jackson, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA (ITEMS 1 THROUGH 3)

1. Administration Building Rehabilitation - Change Order #1 - Mid-Continent Airport.

   RECOMMENDED ACTION: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

2. Change Order #1 for 1761 and 1801 Airport Road Parking Lot Improvements - Wichita Mid-Continent Airport

   RECOMMENDED ACTION: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

3. Technical Support Program Agreement - SimplexGrinnell LP.

   RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Swearing in of Municipal Court Judges by U.S. Magistrate Karen Humphreys.

   RECOMMENDED ACTION: Approve the appointments.

2. Approval of travel expenditures for Mayor Brewer, Council Member Gray, Council Member Miller, Council Member Schlapp and Council Member Williams to attend the National League of Cities Conference in Washington, DC, March 13-17, 2010.

   RECOMMENDED ACTION: Approve the expenditures.

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 19A)

1. Report of Board of Bids and Contracts dated January 4, 2009.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

New	2009	(Consumption off Premises)
Jason S. Cunningham	Walgreen Co. dba Walgreens #02750	5555 South Broadway
Jason S. Cunningham	Walgreen Co. dba Walgreens #02751	13534 West Maple
Jason S. Cunningham	Walgreen Co. dba Walgreens #05768	5505 East Harry
Jason S. Cunningham	Walgreen Co. dba Walgreens #05769	3333 East Central Ave
Jason S. Cunningham	Walgreen Co. dba Walgreens #05793	710 North West Street
Jason S. Cunningham	Walgreen Co. dba Walgreens #06005	2229 North Maize Road
Jason S. Cunningham	Walgreen Co. dba Walgreens #06006	9525 East 21st North
Jason S. Cunningham	Walgreen Co. dba Walgreens #06113	1625 South Webb Road
Jason S. Cunningham	Walgreen Co. dba Walgreens #06170	555 North Maize Road
Jason S. Cunningham	Walgreen Co. dba Walgreens #06361	1330 North Woodlawn
Jason S. Cunningham	Walgreen Co. dba Walgreens #06362	333 West 13th Street
Jason S. Cunningham	Walgreen Co. dba Walgreens #06363	3770 North Woodlawn
Jason S. Cunningham	Walgreen Co. dba Walgreens #07147	1555 South Broadway
Jason S. Cunningham	Walgreen Co. dba Walgreens #5770	3150 South Seneca

New	2009	(Consumption on Premises)
Coby G. Brooks	Hooters of Wichita, LLC*	3151 North Rock Road

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

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

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

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Sanitary Sewer to serve an area along Arkansas Avenue, north of the I-235 Freeway. (District VI)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Agreements/Contracts:
   a. Aquifer Storage and Recovery Phase II - Raw Water Pipeline and Surge Tanks, Supplemental Agreement.

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

6. Property Acquisitions:
   a. Acquisition of 5808 East Wallace for the Gypsum Creek – Pawnee to Woodlawn Flood Control and Stream Restoration Project. (District III)
   b. Acquisition of Land at the Southeast Corner of 125th Street North and 199th Street West for the Integrated Local Water Supply Plan. (County)
   c. Acquisition of 3003 East 13th Street North for the improvement of 13th Street from Hydraulic to Oliver. (District I)
   d. Acquisition of 3009 East 13th Street North for the improvement of 13th Street from Hydraulic to Oliver. (District I)
   e. Partial Acquisition of Land at the Northeast Corner of Southwest 24th Street and Golden Prairie Road for the Integrated Local Water Supply Plan. (Harvey County)
   f. Partial Acquisition of Land at the Northwest Corner of Southwest 72nd Street and Willow Lake Road for the Integrated Local Water Supply Plan. (Harvey County)
   g. Partial Acquisition of Land at the Northeast side of Southwest 60th Street and Golden Prairie Road for the Integrated Local Water Supply Plan. (Harvey County)
   h. Partial Acquisition of 12629 East Harry together for the Harry: Greenwich to 127th Street East Road Improvement Project. (District II)
   i. Partial Acquisition of Land at the Southeast side of Southwest 60th Street and Golden Prairie Road for the Integrated Local Water Supply Plan. (Harvey County)

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

7. Minutes of Advisory Boards/Commissions.

Wichita Public Library, November 17, 2009
Wichita Historic Preservation Board, November 9, 2009
Board of Park Commissioners, November 9, 2009
Board of Park Commissioners, December 14, 2009
Board of Appeals of Plumbers and Gas Fitters, November 4, 2009
Wichita Transit Advisory Board, December 11, 2009
Wichita Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boiler, November 19, 2009
District Advisory Board I, October 12, 2009

RECOMMENDED ACTION: Receive and file.

8. Bond Counsel Engagement Letter for Cargill Financing. (District I)

RECOMMENDED ACTION: Approve the Engagement Letter and authorize the City Attorney to sign.

9. Change Order: 21st Street North Deceleration Lane, south side of 21st Street North, and east of Webb. (District II)

RECOMMENDED ACTION: Due to the small amount of the original contract, it is recommended that the City Council waive the 25% limit on the change order, approve the change order and authorize the necessary signatures.

10. 2010 Narcotic Seizure Fund Budget.

    RECOMMENDED ACTION: Adopt the Narcotic Seizure Fund budget.

11. Amendment to the Contract-International Trade Processing Center Study.

    RECOMMENDED ACTION: Approve the contract amendment and authorize the appropriate signatures.

12. Water Utilities Customer Information System Billing Modification - Amend the CIP.

    RECOMMENDED ACTION: Amend the CIP, authorize the project, approve the expenditure, adopt the Resolution, and authorize the necessary signatures.

13. Easement across City-Owned Property at 2305 East 57th Street South. (District III)

    RECOMMENDED ACTION: Approve the easements and authorize all necessary signatures.

14. Notice of Intent to Use Debt Financing - Snow Removal Equipment Facility.

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

15. Water Distribution Mains for Future Development.

    RECOMMENDED ACTION: Approve the project expenditures for 2010, adopt the Resolution and authorize the necessary signatures.

16. Water Distribution Main Replacement.

    RECOMMENDED ACTION: Approve the expenditures for 2010, adopt the Resolution; and authorize the necessary signatures.

17. Reconstruction and/or Rehabilitation of Sanitary Sewers.

    RECOMMENDED ACTION: Approve the project expenditures for 2010, adopt the Resolution, and authorize the necessary signatures.

18. Sanitary Sewer Mains for Future Development.

    RECOMMENDED ACTION: Approve the project expenditures for 2010; adopt the Resolution; and authorize the necessary signatures.

19. Second Reading Ordinances: (First Read December 22, 2009)
    a. List of second reading Ordinances. (See Attached)

    RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: Grants Review Committee Appointments

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve appointments for the 2010 Grants Review Committee and authorize the City Manager to appoint a replacement(s), in the event that an appointee is unable to serve.

Background: On March 28, 2000, the City Council approved a change in the composition of the Grants Review Committee when the Human Services Advisory Board and the Citizen Participation Organization were disbanded. Since then the Grants Review Committee has included 12 members from the following areas: 4-District Advisory Board; 1 United Way; 1 Sedgwick County; 1 USD 259; 2 Wichita Independent Neighborhood Association; 1 Wichita State University; 1 large business and 1 small business.

Analysis: The Grants Review Committee (GRC) has responsibility for reviewing proposals received for Women's Services, Summer Youth Employment, Youth Recreation & Enrichment as well as funding applications received for HOME Investment Partnerships projects for Community Housing Development Organizations (CHDOs), and applications for Emergency Shelter Grant funding. The GRC will hold at least one public hearing to allow for oral presentations and feedback from the public. Following the review and public hearing, the GRC will make funding recommendations to the City Manager for presentation to the City Council.

Nominations for the 2010 Grants Review Committee have been received in accordance with the representation schedule listed above. A list of the nominees received for the 2010 Grants Review Committee is attached.

Financial Considerations: The Grants Review Committee serves without remuneration.

Goal Impact: Decisions made by the Grants Review Committee will impact Economic Vitality and Affordable Living, Quality of Life and Core Area and Neighborhood goals.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve appointments for the 2010 Grants Review Committee and authorize the City Manager to appoint a replacement(s), in the event that an appointee is unable to serve.

Attachments: List of Grants Review Committee nominations.

2010 GRANTS REVIEW COMMITTEE
NOMINEE LIST

Small Business (1)
Ken Bender
Pro Max America LLC

Large Business (1)
Joyce Dixson
Intrust Bank

District Advisory Boards (4)

I	Gerald Domitrovic
III	Judy Dillard
IV	Joshua Blick
VI	Marsha Nelson Carr

Sedgwick County (1)
Tim Kaufman

United Way (1)
Patrick Hanrahan

USD #259 (1)
Dr. Russ Miller

Wichita State University (1)
Dr. Eric Sexton

Wichita Independent Neighborhoods (2)
Beverly Domitrovic
Larry White, WIN Board

Agenda Item No. IV-1.

City of Wichita of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: CON2009-00035 – Conditional Use for mining or quarrying of sand on property zoned SF-5 Single-family Residential ("SF-5"); generally located north of 29th Street North, west of Hoover Road. (District V)

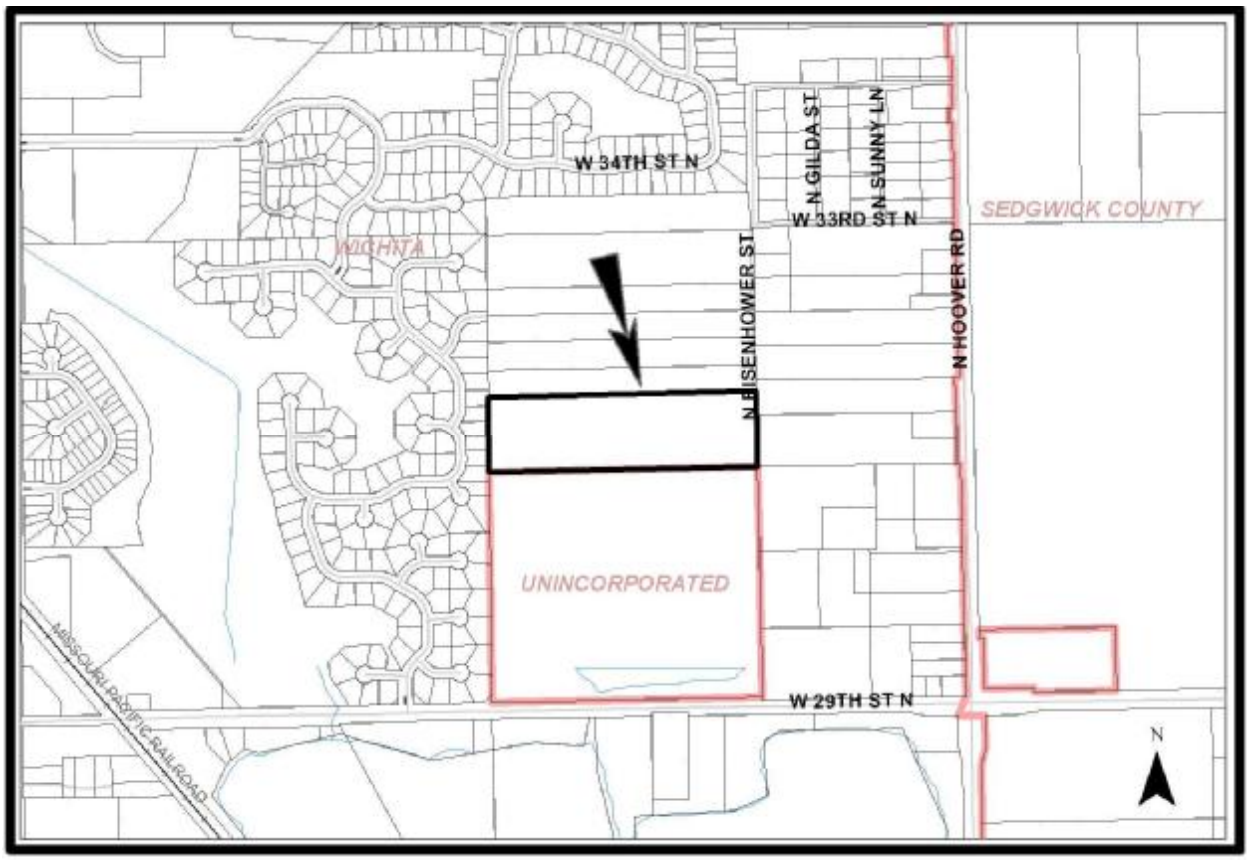
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve (11-0).

MAPD Staff Recommendations: Approve.

DAB V Recommendation: Approve (4-2).



Background: The applicant owns 14.2 unplatted acres located approximately 1,450 feet north of 29th Street North and 1,130 feet west of Hoover Road at 3227 North Eisenhower that is located in the City of Wichita. The applicant is seeking approval of a Conditional Use to permit the "mining or quarrying" of a four-acre sand pit over a four-year time period.

The applicant's site and operation plans are attached. As indicated in the applicant's operations plan, Phase I is expected to take 12 months and average 10 daily truck trips. Some of the soil removed in this first phase (12,906 cubic yards) will be relocated to the applicant's property located in Sedgwick County and immediately south of the application area (5950 West 29th Street North); some soil (3,226 cubic yards) will be stockpiled onsite, and the remainder will be removed from the site. The Phase I material that will be transported to the applicant's property, located south of the application area, will exit the southwest corner of the application area and travel along the rear of the residential lots located in Ridge Port Addition. Phases II and III will take an additional combined 24 months with Phase IV taking an additional 12 months for a total of four years of extraction. The pumps will be powered by diesel engines. The four-acre pond would have setbacks of: 50 feet from the south property line, 235 feet from the west property line, 135 feet from the north and approximately 384 feet from the center line of Eisenhower Street or 50 feet from the west fence line of the developed northeastern corner of the application area. The pond's dimensions are to be 225 feet (north to south) by 850 feet (east to west). The site is to be fenced with a four-foot chain link fence topped with three strands of barbed wire. The site is mostly undeveloped except for the northeast corner where a rectangle (approximately 275 by 350 feet) has been improved and fenced. The completed pit will be used by the property owner for fishing and the raising of game fish.

The applicant does not propose any other improvements following completion of the pond. It should be noted that if the site is completed as shown, it may be difficult to ultimately re-develop this land for a multi-lot urban density residential development that is in compliance with existing subdivision regulations.

The applicant's site plan proposes to access the site from Hoover Road via a temporary property access easement beginning in the southeast corner of the applicant's property, then through the applicant's property located to the south of the application area, then east through the property at 3120 North Hoover Road (Marcilee Cook, et al) and 3059 North Hoover Road (William and Laurie Stone) to Hoover Road (not through 3227 Eisenhower as shown on the site plan). If this request is approved, a revised site plan that includes the property through which access to Hoover Road is obtained should be submitted. The applicant indicates the ingress and egress road is sand and gravel. To prevent the tracking of mud onto Hoover Road, the 100 feet of driveway adjacent to Hoover Road should be rocked with AB-3 type material.

Surrounding property located to the north is predominantly developed with a series of large lot (approximately four acres or larger) single-family residences zoned SF-5 Single-family Residential ("SF-5'). These lots have frontage on North Eisenhower, which is substandard sand and gravel street that does not appear to be a publicly dedicated right-of-way. As currently constructed, this segment of North Eisenhower could not stand up to higher volumes of truck traffic without increased maintenance or improvement. Property to the east is also zoned SF-5 and is divided into large tracts. It appears there is a non-conforming salvage operation located to the east through which the applicant proposes to access Hoover Road. Land to the south is zoned SF-20 Single-family Residential ('SF-20"), is owned by the applicant and has a large completed sand pit (CU-242). The completed sand pit is, at its closest point, located approximately 50 feet south of the common property line between this tract and the application area; resulting in approximately 100 feet of separation between the completed pit and the proposed pit. Land to the west is zoned SF-5, is platted as the Ridge Port Addition and is developed with urban scale lots (12,000 square-foot lots) and single-family residences.

Analysis: The MAPC heard this request at their December 3, 2009, meeting and recommended approval subject to staff's recommendation plus a requirement that the drainage plan be reviewed and approved by the City's Storm Water Engineer (resolution condition of approval number 7). There was not anyone from the public present to speak on the application.

District Advisory Board (DAB) V heard this request at their December 7, 2009, meeting. One person in the audience spoke, the property owner of the land located southeast of the site who has agreed to a private access agreement to provide ingress and egress to the site from Hoover Road. The property owner expressed a desire for the sand pit to operate only Monday through Friday. DAB members asked if the MAPC recommendation included a restriction regarding hours of operation. Planning staff had not recommended a limitation on hours of operation, and the MAPC action did not include that requirement. The DAB voted (4-2) to approve the requested Conditional Use subject to MAPC's recommendation plus the additional condition that the use be allowed to operate only Monday through Friday, 8:00 a.m. to 5:00 p.m.

The MAPC's recommended conditions of approval for CON2009-35 are:

1. The Conditional Use permits mining or quarrying that is in compliance with the Supplementary Use Regulations found in the Article III, Section III-D.6.gg of the *Wichita-Sedgwick County Unified Zoning Code*, unless modified by this Conditional Use.
2. Prior to commencing operations, the applicant shall submit a revised site plan that includes the property through which ingress and egress to Hoover is provided.
3. The site shall be developed and operated in a manner consistent with the approved site plan, operations plan for extraction and the development standards contained in this Conditional Use.
4. Since access to the site is over non-publicly dedicated right-of-way, the applicant shall provide dust control measures, such as watering or gravel or other effective means if so directed by code enforcement officials, on the drive way providing access to the site.
5. The Conditional Use permit shall be effective for four years beginning from the date of final approval.
6. If so directed by the Traffic Engineer, the applicant shall install 100 feet of AB-3 adjacent to the Hoover right-of-way within two weeks of being so directed.
7. Prior to commencing operations the applicant shall have a Stormwater Engineer approved drainage plan.
8. In addition to other applicable enforcement remedies, if the Zoning Administrator finds that there is a violation of any of these conditions of approval, the Zoning Administrator may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

District Advisory Board V recommended a ninth condition of approval: the use be allowed to operate only Monday through Friday, 8:00 a.m. to 5:00 p.m.

Since the two group's recommendations are slightly different, this case is forwarded to the City Council for final consideration. A 2/3 majority vote of the City Council members is needed to overturn the MAPC's recommendation or to add the DAB's recommended condition dealing with hours of operation.

At the end of the two week protests and appeal period, there had not been any protests or appeals to the Conditional Use request.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

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

Attachments: Operations plan, three site plans, temporary access easement, quarter-section map, two resolutions, MAPC minutes and DAB minutes.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the Conditional Use, subject to the recommended conditions (simple majority vote required); or

2. Concur with the findings of the MAPC and approve the Conditional Use, subject to the MAPC recommended conditions plus the DAB recommendation limiting the hours of operation to Monday through Friday, 8:00 a.m. to 5:00 p.m. (2/3 majority vote required)

3. Deny the Conditional Use request by making alternative findings, and override the MAPC's recommendation (requires a 2/3 majority vote to override the MAPC's recommendation); or

4. Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required).

CONDITINAL US: APPLICATION: 3227 N EISEN. OWER

Legal Tract Description: S 411.29 FT N ½ SE ¼ EXC E 1145 FT SEC 34-26-1W

Parcel ID#: 088-34-0-42-00-005.00-

D -01201-00UP 498767

OPERATIONAL PLAN FOR EXTRACTION:

See Attachment B.

Phase One: Initial extracted will begin on the eastern edge of proposed pond site. An approximate one (1) acre area will be stripped on top soil and stock piled as outline on attachment B, equal to approx. 4,000 tons/ 3226 CY. The remaining over burden will be excavated and remove approx. 16,000 tons/ 12,906 CY and relocated to the south adjacent property, which has common ownership with subject property. Exit on southwest portion of property. All remaining material will be removed through adjacent property to the east as described in attachment "C".

The remaining average twenty (20) feet of sand and gravel; center point will be approx. thirty (30) feet, based on ability to extract, and maintain the proper slope to outside edges, will be extracted and removed from property at a rate of consumption with contracted extracting company and estimated to be approx. 40,000 tons/ 32,266 CY of material.

Phase one term to be estimated at 12 months, with a daily pumping rate of 2.5 days per week, 30 weeks annually, and an average daily truck rate of ten (10).

Finish of perimeter banking to proper ratio to be completed to as extraction process takes place.

Phase Two and Phase Three: As above

Phase Four: Final extraction phase will be completed as above with the addition of all remaining stock pile of material will be removed as consumption allows, all stock piles will be graded to minimize erosion and runoff. All equipment not present at commencement of extraction process will re removed. All fencing or barriers utilized through course of extraction will be removed or replaced. Total extraction process to be approx. 48 month period.

USE UPON EXTRACTION CONCLUSION:

Approximate 4 acres will be extracted at the rates as described above. Upon conclusion the open water pond will be used to stock and breed game fish for the personal use of the land owner. No public access will be allowed without sole request and authorization of the land owner. No plan for development or housing is intended with this application.

FENCING:

South Side current 48" chain link with top row 3 strand bard wire. Remaining West, North and East sides to be completed with at least 48" chain link and 3 strand barbed wire prior to commencing extraction process.

Submitted By: Ron Lee Date: 10/12/09

Ron C. Lee, Agent for Pfisco, LLC

ATTACHMENT "C"

TEMPORARY PROPERTY ACCESS EASEMENT

We the undersigned, as legal owners of record, located at 3059 N Hoover Rd. 3120 N Eisenhower Wichita, Kansas, do hereby acknowledge and grant permission to the holders of this executed document, as listed below, the access to enter on and exit to the adjacent property located at 3227 N. Eisenhower.

It is understood any and all conditions required to enter on and exit to said property will be at the expense of the holders. Property condition will be returned to as is condition and commencing of easement use.

It is also understood that the holders, Pfisco, LLC., will maintain the existing road and will fill large existing holes with dirt removed from new pond area. Holders will install gate on the Northwest corner of the property supplying a lock with either combination or keys to the owner. The access road will be used for transport of sand, dirt and equipment. All workers will access work area from Eisenhower.

The Easement will be reviewed at the end of each anniversary year. The Easement owner will be paid $750.00 each year. The project is to last between 3 and 4 years total.

Cooks and Northwest are not responsible for damage to vehicles and tires.

Access to be Monday through Friday, 8:00AM to 5:00PM. If Saturdays are required, it will be from 8:00 AM to 12:00 PM with a representative from Pfisco at the main gate on Hoover Road at all times. If either party deems this arrangement unsuitable, the agreement can be void with 60 day notice. MJC. WGS mc

Accepted for the Property Owners:

Marilee Cook Date 10-13-09

William C. Cook Date 10-13-09

Accepted for the Holder:

Pfisco, LLC. _____ Date _____

Agent for the Holder Dennis J Alby Date 10-13-09

Witnessed By: [illegible] Date 10-13-09

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Mayor and Wichita City Council Members

FROM: Megan Buckmaster, District V Neighborhood Assistant

SUBJECT: ZON2009-00035

DATE: December 17, 2009

On Monday, December 7, 2009, the *District Advisory Board (DAB) for Council District V* considered the zoning request for City Conditional Use for Sand and Gravel Extraction on property zoned SF-5 Single-Family Residential.

The District Advisory Board members shared the following concerns:

- How the sand will be transported from the location it is being mined from to where it is being taken over the four year time frame; large trucks, using others property.
- The hours of quarrying and mining- disruption to area residents?
- Possible small business?

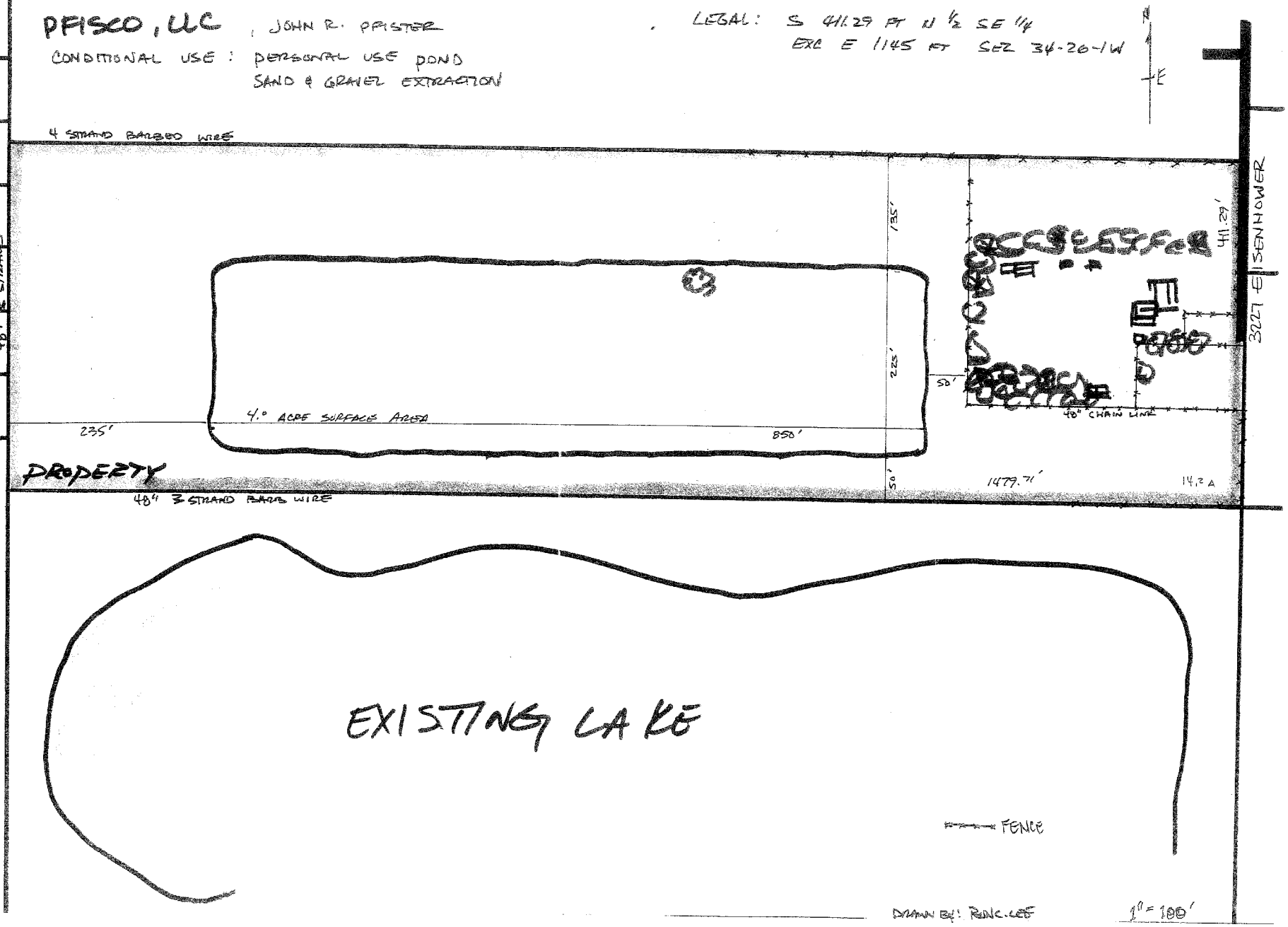
Planning staff addressed all concerns.

The District V Advisory Board approved the request per staff recommendation with the addition of hours of operation limited to Monday- Friday 8:00 a.m.- 5:00 p.m.

PFISCO, LLC , JOHN R. PFISTER

CONDITIONAL USE : PERSONAL USE POND
SAND & GRAVEL EXTRACTION

LEGAL: S 411.29 FT N ½ SE ¼
EXC E 1145 FT SEC 34-26-1W



DRAWN BY: RONC.LEE

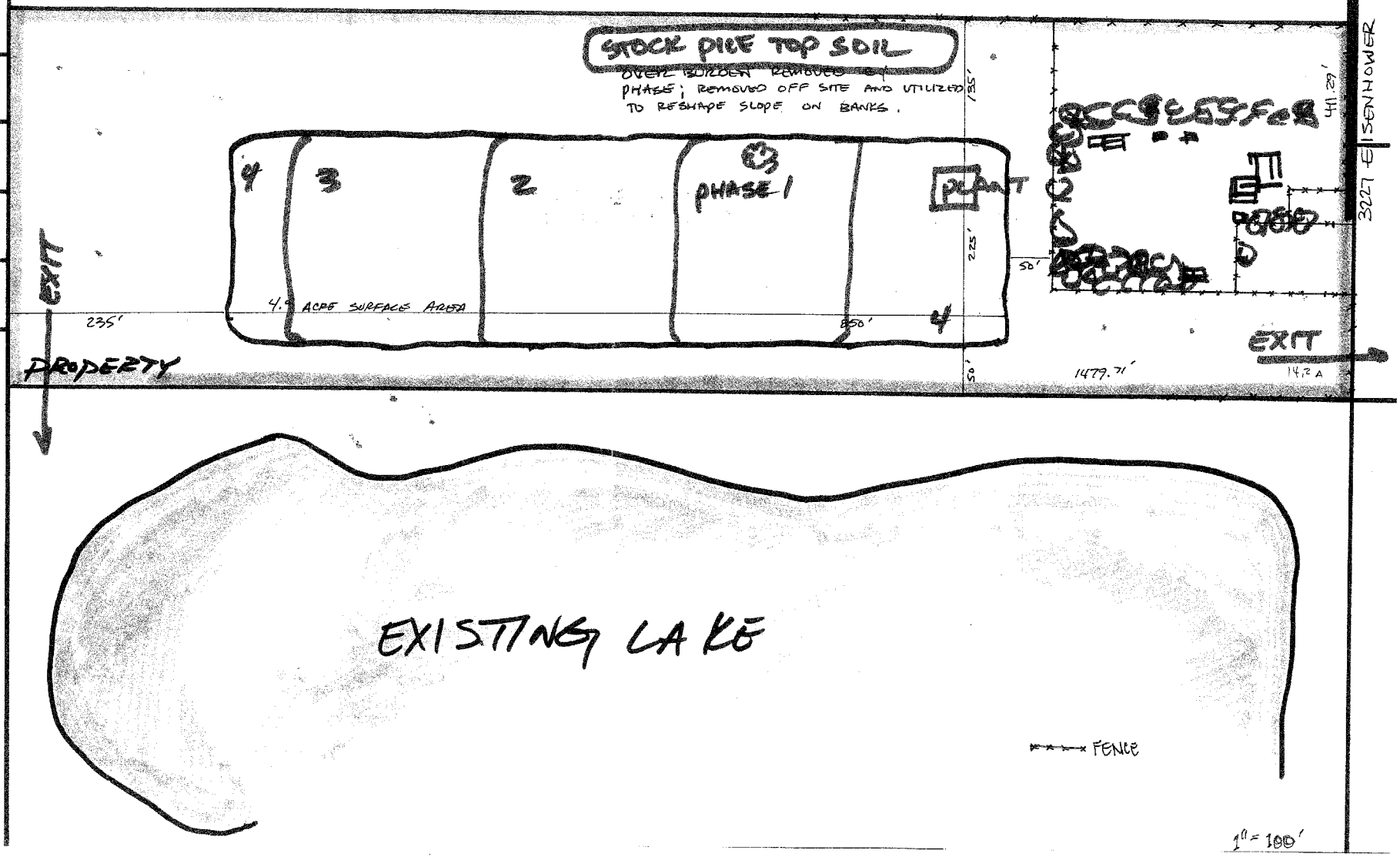
1" = 100'

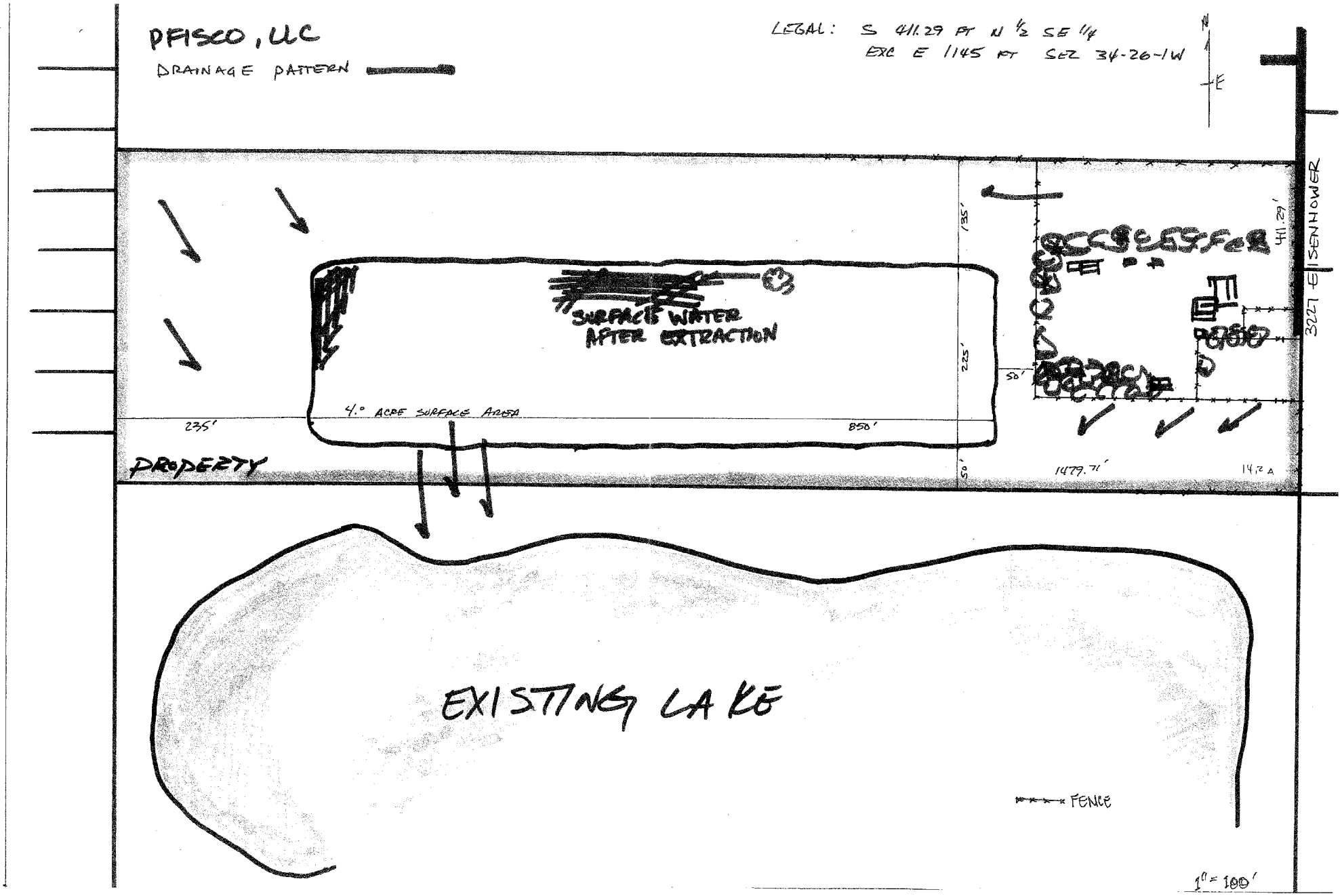
PFISCO, LLC

OPERATIONAL PLAN

"B" ATTACHMENT

LEGAL: S 411.29 FT N ½ SE ¼
EXC E 1145 FT SEC 34-26-1W




PFISCO, LLC
DRAINAGE PATTERN
LEGAL: S 411.29 FT N 1/2 SE 1/4
EXC E 1145 FT SEC 34-26-1W
N
E
SURFACE WATER
AFTER EXTRACTION
4.0 ACRE SURFACE AREA
235'
850'
135'
225'
50'
50'
1479.71'
14.2 A
41.29'
3227 EISENHOWER
PROPERTY
EXISTING LAKE
FENCE
1" = 100'

Case No.: CON2009-35 - PFISCO, LLC (John Pfister) / Ron C. Lee Request City Conditional Use for Sand and Gravel Extraction on property zoned SF-5 Single-Family Residential on property described as:

Parcel 1: The South 411.29 feet of the North half of the Southeast Quarter of Section 34, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, Except the East 1145' thereof.

Parcel 2: The South 290 feet of the East 1145 feet, of the North half, of the Southeast Quarter, Section 34, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, Except the North 150 feet, of the East 290.4 feet and Except the East 50 feet for road, generally located 1/4 mile west of Hoover Road and 1/4 mile south of 33rd Street North.

BACKGROUND: The applicant owns 14.2 unplatted acres located approximately 1,450 feet north of 29th Street North and 1,130 feet west of Hoover Road at 3227 North Eisenhower that is locate in the City of Wichita. The applicant is seeking approval of a Conditional Use to permit the "mining or quarrying" of a four-acre sand pit over a four year time period.

The applicant's site and operation plans are attached. As indicated in the applicant's operations plan, Phase I is expected to take 12 months and average 10 daily truck trips. Some of the soil removed in this first phase (12,906 cubic yards) will be relocated to the applicant's property located in Sedgwick County and immediately south of the application area (5950 West 29th Street North); some soil (3,226 cubic yards) will be stockpiled onsite and the remainder will be removed from the site. The Phase one material that will be transported to the applicant's property located south of the application area will exit the southwest corner of the application area and travel along the rear of the residential lots located in Ridge Port Addition. Phases II and III will take an additional combined 24 months with Phase IV taking an additional 12 months for a total of four years of extraction. The pumps will be powered by Diesel engines. The four-acre pond would have setbacks of: 50 feet from the south property line, 235 feet from the west property line, 135 feet from the north and approximately 384 feet from the center-line of Eisenhower Street or 50 feet from the west fence line of the developed northeastern corner of the application area. The pond's dimensions are to be 225 feet (north to south) by 850 feet (east to west). The site is to be fenced with a four-foot chain link fence topped with three strands of barbed wire. The site is mostly undeveloped except for the northeast corner where a rectangle approximately 275 x 350 feet has been improved and fenced. The completed pit will be used by the property owner for fishing and the raising of game fish.

The applicant does not propose any other improvements following completion of the pond. It should be noted that if the site is completed as shown it may be difficult to ultimately re-develop this land for a multi-lot urban density residential development that is in compliance with existing subdivision regulations.

The applicant's site plan proposes to access the site from Hoover Road via a temporary property access easement beginning in the southeast corner of the applicant's property, then through the applicant's property located to the south of the application area, then east through the property at 3120 North Hoover Road (Marcilee Cook, et al) and 3059 North Hoover Road (William and Laurie Stone) to Hoover (not through 3227 Eisenhower as shown on the site plan). If this request is approved, a revised site plan that includes the property through which access to Hoover is obtained should be submitted. The applicant indicates the ingress and egress road is sand and gravel. To prevent the tracking of mud onto Hoover, the

100 feet of driveway adjacent to Hoover should be rocked with AB-3 type material.

Surrounding property located to the north is predominantly developed with a series of large lot (approximately four acres or larger) single-family residences zoned SF-5 Single-family Residential ("SF-5'). These lots have frontage on North Eisenhower, which is a substandard sand and gravel street that does not appear to be a publicly dedicated right-of-way. As currently constructed, this segment of North Eisenhower could not stand up to higher volumes of truck traffic without increased maintenance or improvement. Property to the east is also zoned SF-5 and is divided into large tracts. It appears there is a non-conforming salvage operation located to the east through which the applicant proposes to access Hoover Road. Land to the south is zoned SF-20 Single-family Residential ('SF-20"), is owned by the applicant and has a large completed sand pit (CU-242). The completed sand pit is, at its closest point, located approximately 50 feet south of the common property line between this tract and the application area; resulting in approximately 100 feet of separation between the completed pit and the proposed pit. Land to the west is zoned SF-5, is platted as the Ridge Port Addition and is developed with urban scale lots (12,000 square-foot lots) and single-family residences.

CASE HISTORY: The application area was annexed in 2000. The annexation established the site's SF-5 zoning.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family Residential; large-lot single-family residences
SOUTH:	SF-20	Single-family Residential; completed sand pit and large-lot single-family residence
EAST:	SF-5	Single-family Residential; large-lot single-family residences
WEST:	SF-5	Single-family Residential; urban scale single family residences

PUBLIC SERVICES: Public access to the site is via undedicated North Eisenhower; however, the applicant does not intend to use Eisenhower as the primary access to the property. Public sewer is located along the western property line. The closest public water appears to be located along 29th Street.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide depicts this site as being within Wichita's 2030 Urban Growth Area, which means that it was projected to have the potential to be developed by 2030 due to its proximity to public services. It is somewhat unusual for there to be request for mining and quarrying inside the corporate limits of the City of Wichita. The Comprehensive Plan's industrial land use strategies provide limited guidance. Strategy IV.A.1 indicates that appropriate buffers are needed to protect industrial areas from residential encroachment. Strategy IV.A.2 indicates that industrial uses that are based upon a natural resource are appropriate in rural areas of Sedgwick County. The Strategy does not provide guidance for locations within the City of Wichita. Strategy IV.A.3 says that industrial traffic should channeled to minimize any negative impact on local residential streets.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to the following conditions:

1. The Conditional Use permits mining or quarrying that is in compliance with the Supplementary Use Regulations found in the Article III, Section III-D.6.gg of the *Wichita-Sedgwick County Unified Zoning Code*, unless modified by this Conditional Use.
2. Prior to commencing operations, the applicant shall submit a revised site plan that includes the property through which ingress and egress to Hoover is provided.
3. The site shall be developed and operated in a manner consistent with the approved site plan,

operations plan for extraction and the development standards contained in this Conditional Use.

4. Since access to the site is over non-publicly dedicated right-of-way, the applicant shall provide dust control measures, such as watering or gravel or other effective means if so directed by code enforcement officials, on the drive way providing access to the site.
5. The Conditional Use permit shall be effective for four years beginning from the date of final approval.
6. If so directed by the Traffic Engineer, the applicant shall install 100 feet of AB-3 adjacent to the Hoover right-of-way within two weeks of being so directed.
7. In addition to other applicable enforcement remedies, if the Zoning Administrator finds that there is a violation of any of these conditions of approval, the Zoning Administrator may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Except for the spent sand pit zoned SF-20 Single-family Residential located south of the application area, surrounding properties are zoned SF-5, located inside the city limits of the City of Wichita and are vacant or developed with residential uses or non-conforming wrecking and salvage. Land to the west is developed at urban density while the properties to the north, east and south are larger lots or tracts. The character of the area is a contrast of residential, industrial and lakes.

2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned SF-5 which allows a limited range of residential and non-residential uses typically found in a residential setting such as churches, schools or parks. The site could be developed as currently zoned.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed development conditions should minimize anticipated detrimental impacts.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval provides additional private open space and potential building sites at some time in the future.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide depicts this site as being within Wichita's 2030 Urban Growth Area, which means that it was projected to have the potential to be developed by 2030 due to its proximity to public services. It is somewhat unusual for there to be request for mining and quarrying inside the corporate limits of the City of Wichita. The Comprehensive Plan's industrial land use strategies provide limited guidance. Strategy IV.A.1 indicates that appropriate buffers are needed to protect industrial areas from residential encroachment. Strategy IV.A.2 indicates that industrial uses that are based upon a natural resource are appropriate in rural areas of Sedgwick County. The Strategy does not provide guidance for locations within the City of Wichita. Strategy IV.A.3 says that industrial traffic should channeled to minimize any negative impact on local residential streets.

6. Impact of the proposed development on community facilities: Sand extraction does not typically impact publicly provided facilities other than increased truck traffic on roads. In this instance the applicant will have access to an arterial street. The condition requiring the applicant to provide some form of mud removal prior to exiting on to Hoover, if needed, should address that.

DALE MILLER, Planning Staff presented the Staff Report.

MILLER STEVENS asked about the exact location of the exit onto Hoover Road.

MILLER referred to the aerial map including Hoover Road. He commented that the "cross hatched" areas was where the ingress/egress to Hoover Road was located. He added that Eisenhower was not a publicly dedicated street and consisted of sand and gravel. He said the applicant has obtained permission to go through adjacent properties to get to the site.

MILLER STEVENS clarified that the applicant owns the property to the south.

MILLER said "yes" and the existing pond on it.

FOSTER mentioned the drainage plan the applicant submitted and asked if that was reviewed because he was concerned about the long-term overflow drainage discharging onto adjacent property.

MILLER said Storm Water Management will review the plan and if it needs to be "tweaked" they will work that out with the applicant.

HILLMAN said he appreciated staff's complete set of notes on this item. He referred to item # 4 under recommendations and asked how this area could be turned into a building site.

MILLER said that was a long-term issue. He said certainly the current applicant does not intend to develop the area; however, sometime in the future a different property owner may be interested in developing the area because of the shoreline.

HILLMAN noted the applicant will be driving through four-five other properties to get in and out of the site. He asked if these roads were gravel (or was the applicant going to provide gravel) and how were the vehicles going to be cleaned prior to exiting onto Hoover Road.

MILLER said the applicant has an access agreement from the adjacent property owner, which he believed was included in the Staff Report information. He said if the applicant's vehicles track mud onto Hoover Road that will be an issue for the applicant and Traffic Engineering to resolve.

MITCHELL asked staff to point out the location of 3120 and 3050 Hoover on the aerial map.
He clarified that if he read the Staff Report correctly, some of the overburden will be taken down the west side of the south property.

MILLER said "yes" and added that the agent was present to answer questions. He said he believes the applicant plans to build a house on the southwest corner of the south property.

RON LEE, AGENT FOR FPFISCO LLC, APPLICANT said he was present to answer any questions.

MTICHELL asked if there was a good reason why both lakes could not be combined.

LEE said the lakes could be combined, but it was the intent of owner at this time not to combine them. He said the applicant is an avid sport fisherman and is having problems stocking the lake because the larger fish eat the smaller ones. He said once the fish grow larger in the small pond, they can be moved to the bigger pond. He said the applicant has no intention of selling or developing the property. He said Eisenhower dead ends into the applicant's property. He said the applicant will use the excavated top soil as filler for a house pad and walk out on the southwest part of the southern property, the location of which he indicated on the aerial map.

MITCHELL asked why the applicant doesn't create an access on his property to the south instead of onto Hoover Road.

LEE said there are many residential properties on the west side of the southern property. He said another issue was the distance from the lake to the bank. He said the property the applicant will be using to exit onto Hoover Road is a salvage yard with existing roadways through the area, which seemed the best solution. In addition, he said Hoover is a paved road and 29th Street is still a dirt road.

MITCHELL asked what were the distances to the adjacent properties on the south and east.

LEE said about 50 feet on the south.

MITCHELL noted that there was almost no distance between the property line and some of the adjacent properties on the north and east edges of the lake. He said it has been his experience that 50 feet isn't enough to handle encroachment caused by erosion. He said he didn't care whether the lakes are eventually joined.

LEE said the property line is roughly 20-25 feet in some locations.

MTICHELL said he was concerned about leaving adequate space between the edge of the pump out and protecting the lake.

LEE said the lake was done in the 70's.

> **MOTION:** To approve subject to staff recommendation plus the requirement that the Storm Water Engineer approve the drainage plan prior to final approval.
>
> **DOWNING** moved, **FOSTER** seconded the motion, and it carried (11-0).

MITCHELL confirmed with the motion make and second that they added "with the recommendations of the Storm Water Engineer prior to final approval" to the motion.

RESOLUTION No. _____

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT MINING AND QUARRYING, ON APPROXIMATELY 14.2 ACRES ZONED SF-5 SINGLE-FAMILY RESIDENTIAL ("SF-5"), GENERALLY LOCATED ¼ MILE NORTH OF 29TH STREET NORTH AND ¼ MILE WEST OF HOOVER ROAD, WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975, AS AMENDED.

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

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, a Conditional Use to permit mining and quarrying, on approximately 4.2 acres zoned SF-5 Single-family Residential ("SF-5"), subject to the conditions listed below:

Case No. CON2009-00035

A Conditional Use to permit mining and quarrying, on approximately 4.2 acres zoned SF-5 Single-family Residential ("SF-5").

Parcel 1: The South 411.29 feet of the North half of the Southeast Quarter of Section 34, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, Except the East 1145' thereof.

Parcel 2: The South 290 feet of the East 1145 feet, of the North half, of the Southeast Quarter, Section 34, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, Except the North 150 feet, of the East 290.4 feet and Except the East 50 feet for road.

Generally located ¼ mile north of 29th Street North and ¼ mile west of Hoover Road.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Conditional Use permits mining or quarrying that is in compliance with the Supplementary Use Regulations found in the Article III, Section III-D.6.gg of the *Wichita-Sedgwick County Unified Zoning Code*, unless modified by this Conditional Use.
2. Prior to commencing operations, the applicant shall submit a revised site plan that includes the property through which ingress and egress to Hoover is provided.
3. The site shall be developed and operated in a manner consistent with the approved site plan, operations plan for extraction and the development standards contained in this Conditional Use.
4. Since access to the site is over non-publicly dedicated right-of-way, the applicant shall provide dust control measures, such as watering or gravel or other effective means if so directed by code enforcement officials, on the drive way providing access to the site.
5. The Conditional Use permit shall be effective for four years beginning from the date of final

approval.

6. If so directed by the Traffic Engineer, the applicant shall install 100 feet of AB-3 adjacent to the Hoover right-of-way within two weeks of being so directed.
7. Prior to commencing operations the applicant shall have a Stormwater Engineer approved drainage plan.
8. In addition to other applicable enforcement remedies, if the Zoning Administrator finds that there is a violation of any of these conditions of approval, the Zoning Administrator may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date _____, 2009.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

RESOLUTION No. _____

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT MINING AND QUARRYING, ON APPROXIMATELY 14.2 ACRES ZONED SF-5 SINGLE-FAMILY RESIDENTIAL ("SF-5"), GENERALLY LOCATED ¼ MILE NORTH OF 29TH STREET NORTH AND ¼ MILE WEST OF HOOVER ROAD, WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975, AS AMENDED.

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

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, a Conditional Use to permit mining and quarrying, on approximately 4.2 acres zoned SF-5 Single-family Residential ("SF-5"), subject to the conditions listed below:

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Generally located ¼ mile north of 29th Street North and ¼ mile west of Hoover Road.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Conditional Use permits mining or quarrying that is in compliance with the Supplementary Use Regulations found in the Article III, Section III-D.6.gg of the *Wichita-Sedgwick County Unified Zoning Code*, unless modified by this Conditional Use.
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3. The site shall be developed and operated in a manner consistent with the approved site plan, operations plan for extraction and the development standards contained in this Conditional Use.
4. Since access to the site is over non-publicly dedicated right-of-way, the applicant shall provide dust control measures, such as watering or gravel or other effective means if so directed by code enforcement officials, on the drive way providing access to the site.
5. The Conditional Use permit shall be effective for four years beginning from the date of final

approval.

6. If so directed by the Traffic Engineer, the applicant shall install 100 feet of AB-3 adjacent to the Hoover right-of-way within two weeks of being so directed.
7. Prior to commencing operations the applicant shall have a Stormwater Engineer approved drainage plan.
8. The use's hours of operation are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m.
9. In addition to other applicable enforcement remedies, if the Zoning Administrator finds that there is a violation of any of these conditions of approval, the Zoning Administrator may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date _____, 2009.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

Agenda Item No. V-1

City of Wichita
City Council Meeting
January 5, 2010

To: Mayor and City Council

Subject: ZON2009-00035 - City zone change from LI Limited Industrial ("LI") to CBD Central Business District ("CBD"), generally located west of Wichita Street, south of 2nd Street North and north and south of 1st Street North. (District VI)

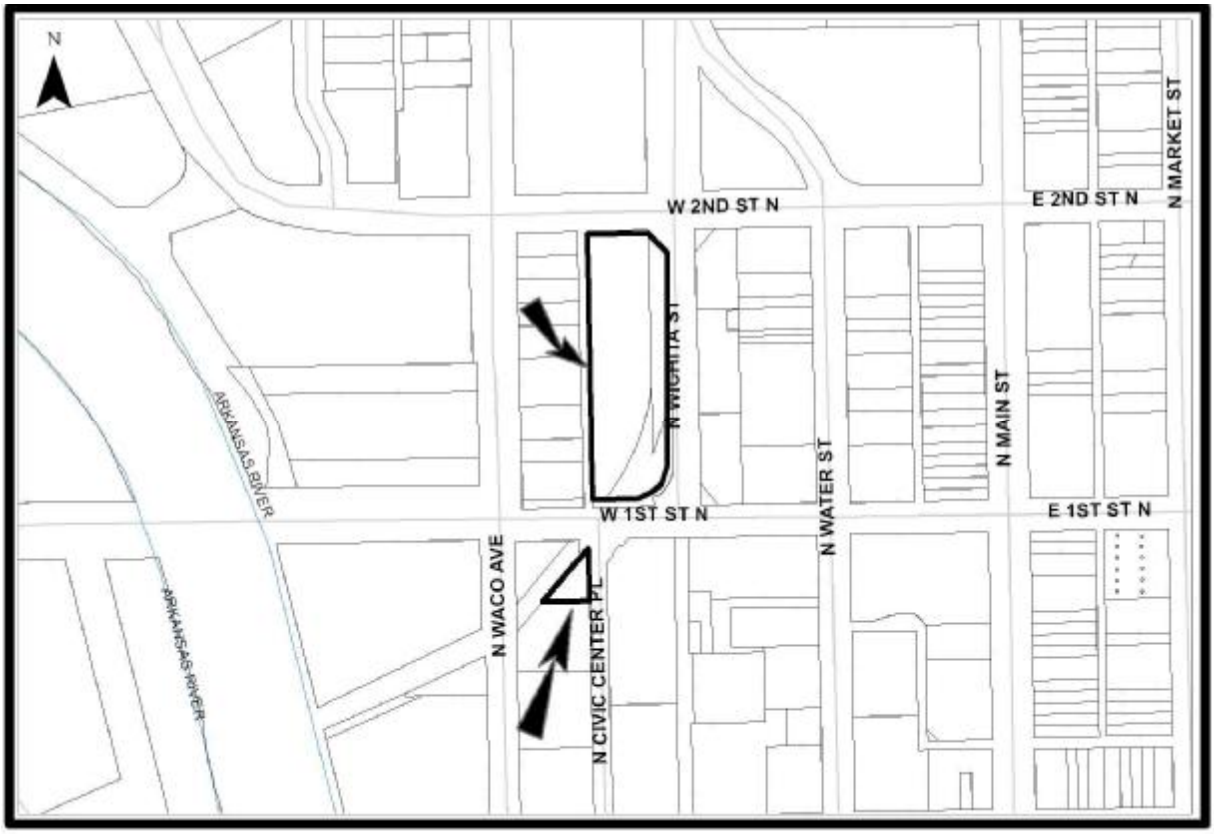
Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

MAPC Recommendation: Approve (11-0).

MAPD Staff Recommendation: Approve.

DAB Recommendation: Approve (9-0).



Background: The applicant requests CBD zoning on a 2.7-acre site. The site is currently zoned LI and used for surface parking. The applicant indicates a desire to do mixed use commercial development. Unlike LI, CBD zoning would permit residential development, would not require off-street parking, and would allow building up to the property lines with no building setback requirement. A change from LI to CBD zoning would eliminate the following land uses: Tattooing and Body Piercing, Sexually Oriented Business, Rodeo, Off-site Advertising Billboards, and several industrial uses as permitted and conditional uses.

This western portion of downtown has an irregular border between LI and CBD zoning with LI along the river and the remainder of downtown zoned CBD. Property north of the site is zoned LI and developed with a postal facility. Land northwest of the site is zoned CBD and developed with offices. Property south of the site is zoned LI and CBD; this area is developed with structured parking and office uses. The block immediately east of the site is a mixture of LI with some CBD zoning, and is developed with office and parking uses. Further east, east of Water Street, property is zoned CBD with office uses. Land west of the site is zoned LI with office and institutional (church) uses.

Analysis: At the District VI Advisory Board meeting held on December 7, 2009, the DAB voted (9-0) to approve this request. No citizens spoke in opposition. At the MAPC meeting held on December 3, 2009, the MAPC voted (11-0) to approve the requested zoning. There were no protests to this request at the MAPC meeting. Staff has not received any protests to the requested zoning.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

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

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change; place the ordinance establishing the zone change on first reading.

Attachment: None

OCA 150004

ORDINANCE NO. 48-588

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-00035

Zone change from LI Limited Industrial ("LI") to CBD Central Business District ("CBD") on property described as:

Parcel #1 Lots 25, 27, 29 and 31 on Wichita Street, in Waterman's Addition to Wichita, Sedgwick County, Kansas, EXCEPT beginning at the Southwest corner of said Lot 25; thence north along the west line of Lot 25, 17 feet; thence east parallel to the south line of said Lot 25, 100 feet; thence northeasterly 37.31 feet, more or less to a point on the east line of said Lot 25 said point being 35 feet north of the Southeast corner of said Lot 25; thence south on the east line of said Lot 25, 35 feet to the Southeast corner of said Lot 25; thence west on the south line of said Lot 25, 133.76 feet, more or less, to the point of beginning.

Parcel 2: Lots 33, 35, 37, 39, 41, 43, 45 and 47, on Wichita Street, in Waterman's Addition to Wichita, Sedgwick County, Kansas, EXCEPT the North 5 feet of said Lot 47 dedicated for street.

Parcel 3: A triangular tract of land being a part of Lots 20, 22 and 24 on Waco Street, Lots 19, 21 and 23 on Wichita Street, and the North and South alley between Waco and Wichita Streets vacated under Ordinance No. 8117 approved July 16, 1923 by The City of Wichita and by Order of Vacation filed in Book Misc. 570, Page 155 all in Waterman's Addition to Wichita, Sedgwick County, Kansas, and more particularly described as follows:
Beginning a point on the westerly line of Webb Street, 40 feet wide, as established by City Ordinance No. 7851, and No. 8317, 19 feet South of the intersection of the Westerly line of said Webb Street with the Southerly line of First Street; thence Southwardly, along said Westerly line of Webb Street 113 feet; thence Westwardly, by a straight line, parallel with the North lines of said Lots 19 and 20 and the extensions thereof across said vacated alley 100 feet; thence Northeastwardly by a straight line 151 feet more or less to a point of beginning.

Parcel 4: Legal Description
A parcel of land being a portion of the Wichita Street right of way as platted in Waterman's Addition to Wichita, Sedgwick County, Kansas, and being more particularly described as follows:
Commencing at the Northeast corner of Lot 47, Waterman's Addition to Wichita, Sedgwick County Kansas: thence on a assumed bearing of S00°04'56"W along the West line right of way line of Wichita Street as platted in said Addition and the East line of said Lot 47, 5.00 feet to a point of beginning , said point being the South right of way line of Second Street as dedicated on Film 160, Page 426, and said point being on a curve to the right; thence 67.18 feet along said curve, said curve having a radius of 42.70 feet, a central angle of 90°09'13", and a long cord of 60.46 feet, bearing S45°01'19"E; thence S00°03'17"W, 461.01 feet parallel with and 70 feet West of the East right of way line of Wichita, Street as dedicated on Film 160, Page 424, to a point on a curve to the right; thence along said curve 45.34 feet, said curve having a radius of 75.50 feet, a central angle of 34°24'35", and a long cord of 44.66 feet, bearing S17°15'36"W; thence S62°06'14"W, 33.81 feet to a point lying on the West right of way line of said Wichita Street, a point lying 35 feet North of the Southeast corner of Lot 25, sad Waterman's Addition as deeded on Film 160, Page 427; thence N00°04'55"E, 562.22 feet along the West right of way line of said Wichita Street to the point of beginning. Said parcel of land contains 23,126 square feet of 0.53 acres, more or less.

This legally described property is generally located south of Second Street and west of Wichita Street.

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

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

ADOPTED AT WICHITA, KANSAS, January 12, 2009.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

Case No.: ZON2009-35 - Builders, Inc. c/o Larry Webber (owner/applicant) Request City zone change from LI Limited Industrial to CBD Central Business District on property described as:

Parcel #1: Lots 25, 27, 29 and 31 on Wichita Street, in Waterman's Addition to Wichita, Sedgwick County, Kansas, EXCEPT beginning at the Southwest corner of said Lot 25; thence north along the west line of Lot 25, 17 feet; thence east parallel to the south line of said Lot 25, 100 feet; thence northeasterly 37.31 feet, more or less to a point on the east line of said Lot 25 said point being 35 feet north of the Southeast corner of said Lot 25; thence south on the east line of said Lot 25, 35 feet to the Southeast corner of said Lot 25; thence west on the south line of said Lot 25, 133.76 feet, more or less, to the point of beginning.

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Parcel 3: A triangular tract of land being a part of Lots 20, 22 and 24 on Waco Street, Lots 19, 21 and 23 on Wichita Street, and the North and South alley between Waco and Wichita Streets vacated under Ordinance No. 8117 approved July 16, 1923 by The City of Wichita and by Order of Vacation filed in Book Misc. 570, Page 155 all in Waterman's Addition to Wichita, Sedgwick County, Kansas, and more particularly described as follows: Beginning a point on the westerly line of Webb Street, 40 feet wide, as established by City Ordinance No. 7851, and No. 8317, 19 feet South of the intersection of the Westerly line of said Webb Street with the Southerly line of First Street; thence Southwardly, along said Westerly line of Webb Street 113 feet; thence Westwardly, by a straight line, parallel with the North lines of said Lots 19 and 20 and the extensions thereof across said vacated alley 100 feet; thence Northeastwardly by a straight line 151 feet more or less to a point of beginning.

Parcel 4: A parcel of land being a portion of the Wichita Street right of way as platted in Waterman's Addition to Wichita, Sedgwick County, Kansas, and being more particularly described as follows: Commencing at the Northeast corner of Lot 47, Waterman's Addition to Wichita, Sedgwick County Kansas: thence on a assumed bearing of S00°04'56"W along the West line right of way line of Wichita Street as platted in said Addition and the East line of said Lot 47, 5.00 feet to a point of beginning , said point being the South right of way line of Second Street as dedicated on Film 160, Page 426, and said point being on a curve to the right; thence 67.18 feet along said curve, said curve having a radius of 42.70 feet, a central angle of 90°09'13", and a long cord of 60.46 feet, bearing S45°01'19"E; thence S00°03'17"W, 461.01 feet parallel with and 70 feet West of the East right of way line of Wichita, Street as dedicated on Film 160, Page 424, to a point on a curve to the right; thence along said curve 45.34 feet, said curve having a radius of 75.50 feet, a central angle of 34°24'35", and a long cord of 44.66 feet, bearing S17°15'36"W; thence S62°06'14"W, 33.81 feet to a point lying on the West right of way line of said Wichita Street, a point lying 35 feet North of the Southeast corner of Lot 25, sad Waterman's Addition as deeded on Film 160, Page 427; thence N00°04'55"E, 562.22 feet along the West right of way line of said Wichita Street to the point of beginning. Said parcel of land contains 23,126 square feet of 0.53 acres, more or less, generally located west of Wichita Street, south of 2nd Street North and north and south of 1st Street North.

BACKGROUND: The applicant requests CBD zoning on a 2.7-acre site. The site is currently zoned LI and used for surface parking. The applicant indicates a desire to do mixed use commercial development. Unlike LI, CBD zoning would permit residential development, would not require off-street parking, and

would allow building up to the property lines with no building setback requirement. A change from LI to CBD zoning would eliminate the following land uses: Tattooing and Body Piercing, Sexually Oriented Business, Rodeo, Off-site Advertising Billboards, and several industrial uses as permitted and conditional uses.

This western portion of downtown has an irregular border between LI and CBD zoning with LI along the river and the remainder of downtown zoned CBD. Property north of the site is zoned LI and developed with a postal facility. Land northwest of the site is zoned CBD and developed with offices. Property south of the site is zoned LI and CBD; this area is developed with structured parking and office uses. The block immediately east of the site is a mixture of LI with some CBD zoning, and is developed with office and parking uses. Further east, east of Water Street, property is zoned CBD with office uses. Land west of the site is zoned LI with office and institutional (church) uses.

CASE HISTORY: The site is part of the Waterman's Addition, platted in 1870. In 2004, this site vacated abandoned rail right-of-way (ROW) along the eastern border.

ADJACENT ZONING AND LAND USE:

NORTH:	LI, CBD	Postal facility, office
SOUTH:	LI, CBD	Office, structured parking
EAST:	LI, CBD	Office, parking
WEST:	LI	Office, church

PUBLIC SERVICES: Wichita Street is a one-way south local street at this location with a 60-foot ROW. 1st and 2nd Streets are both classified as Urban Collectors; both are primarily one-way streets with an 80-foot ROW. All other normal public services are available at the site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the *Wichita-Sedgwick County Comprehensive Plan* identifies the application area and all of the downtown area as the "Downtown Regional Center." The boundaries of the Downtown Regional Center are Central to the north, Kellogg to the south, Washington to the east, and the Arkansas River to the west.

RECOMMENDATION: A change to CBD zoning on this site will allow for greater mixed use development flexibility. The requested zone change will make the site more compatible with the Comprehensive Plan designation of "Downtown Regional Center." Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Property north of the site is zoned LI and developed with a postal facility. Land northwest of the site is zoned CBD and developed with offices. Property south of the site is zoned LI and CBD; this area is developed with structured parking and office uses. The block immediately east of the site is a mixture of LI with some CBD zoning, and is developed with office and parking uses. Further east, east of Water Street, property is zoned CBD with office uses. Land west of the site is zoned LI with office and institutional (church) uses.

2. The suitability of the subject property for the uses to which it has been restricted: This site could continue to be used and/or redeveloped under the current LI zoning. However, LI zoning does not permit residential development, which would limit the mixture of uses on the site.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: CBD zoning on this site will permit development without an off-street parking requirement. The requested zone

change could increase the use of on-street and public parking in the area, impacting nearby properties which also rely on this parking. The requested change in zoning will prohibit some uses which could be out of character with surrounding properties.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The "2030 Wichita Functional Land Use Guide" of the *Wichita-Sedgwick County Comprehensive Plan* identifies the application area and all of the downtown area as the "Downtown Regional Center."

5. Impact of the proposed development on community facilities: The proposed zone change could a have a marginally greater impact on community facilities, specifically parking.

JESS MCNEELY, Planning Staff presented the Staff Report.

MITCHELL noted that the right-of-way on Wichita Street was 60 feet. He asked if there was any way to obtain additional right-of-way without hindering the proposed land use.

MCNEELY said the applicant had previously filed a vacation and expanded the property to the east.

HILLMAN said he didn't want to exceed the Commission's authority but he was curious with all the downtown planning and landscaping what the plans for this property were.

MCNEELY indicated that the applicant has not been specific about the proposed use but obviously they want commercial mixed use. He said Central Business District (CBD) allows the applicant flexibility if they decide they want to develop residential.

HILLMAN said although he respects their decision to not share information, he would very much like to know what their plans are.

LARRY WEBBER, BUILDERS, INC., APPLICANT said right now there was no intent to change the use and that they had been unaware that the whole area was not zoned CBD. He said with CDB they can do more than what the area is currently being used for which was a parking lot. He commented that the Garvey Center is currently blessed with 95% commercial occupation and 100% residential occupation.

MOTION: To approve subject to staff recommendation.

J. JOHNSON moved, **HENTZEN** seconded the motion, and it carried (11-0).

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council Members

SUBJECT: Z-3341 and DP-249 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-Family Residential ("SF-5") to GC General Commercial ("GC") and for the Ewald's South Town Center Commercial Community Unit Plan; generally located south of 47th Street South and east of Broadway. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve a two-year platting deadline extension to November 23, 2011.

Background: On November 23, 1999, the City Council approved a zone change from SF-5 Single-Family Residential to GC General Commercial and DP-249, subject to the condition of platting the property within one year. Five platting extensions granted for this request have extended the platting deadline to November 23, 2009. The applicant's attached letter indicates that the owner is seeking creation of a TIF and CID district and is working to resolve acess, drainage and funding issues. The applicant requests a two-year platting extension to November 23, 2011, in order to complete the platting process.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extended platting deadline of November 23, 2011.

Attachments: None.

POE & ASSOCIATES, INC. CONSULTING ENGINEERS
5940 E. Central, Suite 200 (316) 685-4114
Wichita, Kansas 67208 FAX: (316) 685-4444

November16, 2009

Mr. Dale Miller
Current Plans Manager
Metropolitan Area Planning Dept.
455 N. Main, 10th Floor
Wichita, KS 67202

Re: Z-3341 & DP-249

Dear Dale:

Our client requests an additional two-year platting extension for the property.

Over the past two years, we have worked with both the city and KDOT to secure funding of both the design and construction of the 47th Street South and I-135 interchange. We continue to have dialogue with city staff about creating a possible TIF and CID district for this development. Recently, we have resolved issues related to a drainage petition project that will remove a significant portion of the area property from the FEMA mapped flood-plain including securing agreements with the KTA, city and Riverside Drainage District. We have also resolved for the most part the funding issues on the Custy Street access. Lastly we are working with KDOT and KTA on a three party agreement that will allow us to finalize the boundary for the property to be platted.

As you know, this proposed commercial development is currently the major priority for the South Wichita area and we believe the request to be reasonable because of the complex nature of the project and the public benefit.

Thank you in advance for your assistance with this matter. Please let me know if you have any questions.

Respectfully,

Tim Austin

Tim Austin, PE

CC: Jay Maxwell

Agenda Item V-3

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: SUB 2009-42 -- Plat of Wal-Mart Addition located north of Kellogg and west of Hoover Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of two lots on 30.58 acres, is a replat of The Landing 2nd Addition, Air Park 2nd Addition and Air Park 3rd Addition; the site is located within Wichita's city limits. The site is subject to The Landing Community Unit Plan (CUP 2002-37/DP-150). A Notice of Community Unit Plan has been submitted identifying the approved CUP and its special conditions for development.

Analysis: Municipal services are available. The site is located within the noise impact area of Wichita Mid-Continent Airport; therefore, a Restrictive Covenant and Avigational Easement have been submitted.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Community Unit Plan, Restrictive Covenant and Avigational Easement will be recorded with the Register of Deeds.

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

Attachments: Notice of Community Unit Plan
Restrictive Covenant
Avigational Easement

NOTICE OF COMMUNITY UNIT PLAN THE LANDING (DP-150)

THIS NOTICE made this 3rd day of December, 2009, by Don Etheredge, Senior Director, Wal-Mart Stores, Inc., a Delaware corporation and Nancy Newberger, Administrative Partner, Royal Associates, an Illinois general partnership, hereinafter called "Declarants,"

WITNESSETH

WHEREAS, Declarants are the owners of the following-described property:

LOTS 1 and 2, Block 1, Wal-Mart
Addition, City of Wichita, Sedgwick
County, Kansas

and

WHEREAS, Declarants are desirous to file notice that a community unit plan approved

by the City of Wichita is on file with the Wichita- Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarants give notice that the approved community unit plan The Landing (DP-150) has placed restrictions on the use and requirements on the development of the above-described real property. The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1 and 2, Block 1, Wal-Mart Addition.

EXECUTED the day and year first written above.

DON ETHEREDGE, Senior Director
WAL-MART STORES, INC.

By: _____
Don Etheredge

STATE OF ARKANSAS)
) SS
BENTON COUNTY)

BE IT REMEMBERED, that on this 4th day of December, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Don Etheredge, Senior Director, Wal-Mart Stores, Inc., personally known to me to be the same person who executed the within instruments of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Gussie R. Thornton
Notary Public

My Commission Expires: 10/18/2015

"NOTARY SEAL"
GUSSIE L. THORNTON
State of Arkansas, Benton County
My Commission Expires 10/18/2015

AND,

NANCY NEWBERGER, Administrative Partner
ROYAL ASSOCIATES

By: _____
Nancy Newberger

STATE OF ILLINOIS)
) SS
COOK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Nancy Newberger, Administrative Partner, Royal Associates, , personally known to me to be the same person who executed the within instruments of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

_____
Notary Public

My Commission Expires:

STATE OF ARKANSAS)
) SS
BENTON COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Don Etheredge, Senior Director, Wal-Mart Stores, Inc., personally known to me to be the same person who executed the within instruments of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

_____
Notary Public

My Commission Expires:

AND,

NANCY NEWBERGER, Administrative Partner
ROYAL ASSOCIATES

By: _____
Nancy Newberger

STATE OF ILLINOIS)
) SS
COOK COUNTY)

BE IT REMEMBERED, that on this 18 day of November, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Nancy Newberger, Administrative Partner, Royal Associates, , personally known to me to be the same person who executed the within instruments of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

_____
Notary Public

My Commission Expires: 12/04/10

OFFICIAL SEAL
ANNE L ARNDT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/04/10

RESTRICTIVE COVENANT

THIS DECLARATION made this 3RD day of DECEMBER, 2009, by Wal-Mart Stores, Inc., a Delaware corporation, and Royal Associates, an Illinois general partnership,

WITNESSETH

WHEREAS, Declarants are the owners of the property legally described on the Exhibit hereto attached and herein incorporated.

WHEREAS, the Declarants' properties are located near Mid-Continent Airport and are accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said properties and may affect the health and/or well being of the properties' users, and

WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property:

NOW, THEREFORE, Declarants hereby declare that Wal-Mart Addition, Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

> That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita and/or Sedgwick County codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita and or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

Executed the date and year first above written.

WAL-MART STORES, INC.

By: _____
Don Etheredge, Senior Director

STATE OF ARKANSAS)
) SS
BENTON COUNTY)

BE IT REMEMBERED, that on this 4th day of December, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Don Etheredge, Senior Director, Wal-Mart Stores, Inc., personally known to me to be the same person who executed the within instruments of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Gussie L. Thornton
Notary Public

"NOTARY SEAL"
GUSSIE L. THORNTON
State of Arkansas, Benton County
My Commission Expires 10/18/2015

My Commission Expires: 10/18/2015

AND,

ROYAL ASSOCIATES

By: _____
Nancy Newberger, Administrative Partner

STATE OF ILLINOIS)
) SS
COOK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Nancy Newberger, Administrative Partner, Royal Associates, personally known to me to be the same person who executed the within instruments of writing and such person duly acknowledged the execution of the same.

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Notary Public

My Commission Expires:

STATE OF ARKANSAS)
) SS
BENTON COUNTY)

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

_____
Notary Public

My Commission Expires:

AND,

ROYAL ASSOCIATES

By: _____
Nancy Newberger, Administrative Partner

STATE OF ILLINOIS)
) SS
COOK COUNTY)

BE IT REMEMBERED, that on this 18 day of November, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Nancy Newberger, Administrative Partner, Royal Associates, personally known to me to be the same person who executed the within instruments of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

_____
Notary Public

My Commission Expires: 12/04/10

OFFICIAL SEAL
ANNE L ARNDT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/04/10

EXHIBIT A

Parcel 1:

That part of Lots 1 and 2, The Landing 2nd Addition, Wichita, Sedgwick County, Kansas, formerly described as follows:

That part of Lot 1, The Landing, Wichita, Kansas, described as commencing at the N.E. Corner of said Lot 1; thence S 00°02'30" W, along the East line of said Lot 1, 140 feet for a place of beginning; thence S 00°02'30" W, 603.73 feet to a deflection point on the East line of said Lot 1; thence S 02°03'52" W, 340 feet to the easterly most S.E. Corner of said Lot 1; thence S 43°41'21" W, 28.98 feet to the southerly most S.E. Corner of said Lot 1; thence S 88°41'21" W, 394.39 feet to the southerly most S.W. Corner of said Lot 1; thence N 00°01'15" E, 357 feet to a corner of said Lot 1; thence N 88°41'21" E, 5 feet to a corner of said Lot 1; thence N 00°01'15" E, 40 feet to a corner of said Lot 1; thence S 88°41'21" W, 5 feet to a corner of said Lot 1; thence N 00°01'15" E, 98 feet to a corner of said Lot 1; thence S 88°41'21" W, 200 feet to a corner of said Lot 1; thence N 00°01'15" E, 234.80 feet to a corner of said Lot 1; thence N 89°55'30" W, 626.49 feet to the westerly most S.W. Corner of said Lot 1; thence N 00° E, along the West line of said Lot 1, 69.63 feet to the P.C. of a non-tangent curve, said curve having a radius of 30 feet and a central angle of 32°14'41"; thence southeasterly, along said curve, having a chord bearing S 73°48'09" E, 16.66 feet, an arc distance of 16.88 feet to the P.T. of said curve; thence S 89°55'30" E, tangent to said curve, 84 feet; thence S 75°53'20" E, 61.85 feet; thence S 89°55'30" E, 432.58 feet to the P.C. of a curve to the left, having a radius of 50 feet and a central angle of 22°30'; thence northeasterly along said curve, having a chord bearing N 78°49'30" E, 19.51 feet; an arc distance of 19.64 feet to the P.T. of said curve; thence N 67°34'30" E, tangent to said curve, 16.03 feet; thence N 00°01'15" E, 139.14 feet to a point 190 feet South of the North line of said Lot 1; thence S 89°55'30" E, 426.57 feet to a point 200 feet West of the East line of said Lot 1; thence N 00°02'30" E, 50 feet; thence S 89°55'30" E, 200 feet to the place of beginning.

Parcel 2:

Lots 1 and 2, The Landing 2nd Addition, Wichita, Sedgwick County, Kansas, Except that part condemned for highway right of way in Condemnation Case #94C-1784, and except that part formerly described as follows:

That part of Lot 1, The Landing, Wichita, Kansas, described as commencing at the N.E. Corner of said Lot 1; thence S 00°02'30" W, along the East line of said Lot 1, 140 feet for a place of beginning; thence S 00°02'30" W, 603.73 feet to a deflection point on the East line of said Lot 1; thence S 02°03'52" W, 340 feet to the easterly most S.E. Corner of said Lot 1; thence S 43°41'21" W, 28.98 feet to the southerly most S.E. Corner of said Lot 1; thence S 88°41'21" W, 394.39 feet to the southerly most S.W. Corner of said Lot 1; thence N 00°01'15" E, 357 feet to a corner of said Lot 1; thence N 88°41'21" E, 5 feet to a corner of said Lot 1; thence N 00°01'15" E, 40 feet to a corner of said Lot 1; thence S 88°41'21" W, 5 feet to a corner of said Lot 1; thence N 00°01'15" E, 98 feet to a corner of said Lot 1; thence S 88°41'21" W, 200 feet to a corner of said Lot 1; thence N 00°01'15" E, 234.80 feet to a corner of said Lot 1; thence N 89°55'30" W, 626.49 feet to the westerly most S.W. Corner of said Lot 1; thence N 00° E, along the West line of said Lot 1, 69.63 feet to the P.C. of a non-tangent curve, said curve having a radius of 30 feet and a central angle of 32°14'41"; thence southeasterly, along said curve, having a chord bearing S 73°48'09" E, 16.66 feet, an arc distance of 16.88 feet to the P.T. of said curve; thence S 89°55'30" E, tangent to said curve, 84 feet; thence S 75°53'20" E, 61.85 feet; thence S 89°55'30" E, 432.58 feet to the P.C. of a curve to the left, having a radius of 50 feet and a central angle of 22°30'; thence northeasterly along said curve, having a chord bearing N 78°49'30" E, 19.51 feet; an arc distance of 19.64 feet to the P.T. of said curve; thence N 67°34'30" E, tangent to said curve, 16.03 feet; thence N 00°01'15" E, 139.14 feet to a point 190 feet South of the North line of said Lot 1; thence S 89°55'30" E, 426.57 feet to a point 200 feet West of the East line of said Lot 1; thence N 00°02'30" E, 50 feet; thence S 89°55'30" E, 200 feet to the place of beginning.

Parcel 3:

The West 200 feet of the South 500 feet of Lot 1, Air Park 3rd Addition, Wichita, Kansas, Sedgwick County, Kansas, except that part condemned for highway right of way in Case #94C-1784.

Parcel 4:

The East 20 feet of the South 400 feet of Lot 1, Air Park 2nd Addition, Wichita, Kansas, Sedgwick County, Kansas, except that part condemned for highway right of way in Case #94C-1784.

Parcel 5:

That part of Lot 1, Air Park 3rd Addition, Wichita, Kansas, Sedgwick County, Kansas, described as commencing at the Southwest corner thereof; thence East along the South line of said Lot 1, 200 feet; thence North parallel with the West line of said Lot 1, 362 feet for a place of beginning; thence North parallel with the West line of said Lot 1, 40 feet; thence East parallel with the South line of said Lot 1, 5 feet; thence South parallel with the West line of said Lot 1, 40 feet; thence West parallel with the South line of said Lot 1, 5 feet to the place of beginning.

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 3rd day of DECEMBER, 2009, Wal-Mart Stores, Inc., a Delaware corporation, and Royal Associates, an Illinois general partnership, GRANTORS hereof, do hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the real estate legally described on the Exhibit hereto attached and herein incorporated.

By virtue of this easement, the grantors, for and on behalf of the Grantors and all successors in interest to any and all of the real property above-described, waive as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure aircraft safety during take-off and landing.

To have and to hold said easement forever.

EXECUTED the day and year first above written.

WAL-MART STORES, INC.

By: _____
Don Etheredge, Senior Director

STATE OF ARKANSAS)
) SS
BENTON COUNTY)

BE IT REMEMBERED, that on this 4th day of December, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Don Etheredge, Senior Director, Wal-Mart Stores, Inc., personally known to me to be the same person who executed the within instruments of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

Gussie L. Thornton
Notary Public

My Commission Expires: 10/18/2015

"NOTARY SEAL"
GUSSIE L. THORNTON
State of Arkansas, Benton County
My Commission Expires 10/18/2015

AND,

ROYAL ASSOCIATES

By: _____
Nancy Newberger, Administrative Partner

STATE OF ILLINOIS)
) SS
COOK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Nancy Newberger, Administrative Partner, Royal Associates, personally known to me to be the same person who executed the within instruments of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

_____
Notary Public

My Commission Expires:

STATE OF ARKANSAS)
) SS
BENTON COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Don Etheredge, Senior Director, Wal-Mart Stores, Inc., personally known to me to be the same person who executed the within instruments of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

_____
Notary Public

My Commission Expires:

AND,

ROYAL ASSOCIATES

By: _____
Nancy Newberger, Administrative Partner

STATE OF ILLINOIS)
) SS
COOK COUNTY)

BE IT REMEMBERED, that on this 18 day of November, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Nancy Newberger, Administrative Partner, Royal Associates, personally known to me to be the same person who executed the within instruments of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

_____
Notary Public

My Commission Expires: 12/04/10

OFFICIAL SEAL
ANNE L ARNDT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/04/10

Agenda Item No. V-4

City of Wichita
City Council Meeting
January 5 2010

To: Mayor and City Council

Subject: VAC2009-00024 - Request to vacate a platted street right-of-way and a platted setback; generally located on 27th Street North, between Amidon and Charles Avenues. (District VI)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting vacation of the undeveloped portion of platted 27th Street North between Amidon and Charles Avenues. All of 27th Street North in this quarter section, including the subject site, is a 60-foot wide residential street. This portion of 27th Street North was the result of replatting of a portion of the Van Acres Addition. The Van Acres Addition was recorded on June 16, 1936. The replat resulted in the Doner-Smith First Addition, which was recorded on July 9, 1974. The replat moved this portion of 27th Street North approximately 320 feet north of where it was originally platted on the Van Acres Addition, thus creating a 'jog' in 27th Street North, rather than a straight line west to east. The proposed vacation would result in this block of Charles Avenue being approximately 2,000 feet long, as opposed to the Subdivision Standard (SD) of 1,300 feet; SD 7-203 (B). The developed portion of 27th Street North does intersect the west side of Charles Avenue at approximately 1,300 feet. Both Charles Avenue and most of 27th Street North are 60 foot wide, paved (no curb) residential streets, with bar ditches running on both sides of them. The vacation would not disrupt current and long standing (at least 35 years) traffic patterns in the predominately single-family neighborhood. Per the SD (10-104) Modification of Design Criteria, the MAPC may modify design criteria. In the past, staff has recommended modified design criteria, which has been approved by the MAPC. There is a south to north sewer line and manhole within the proposed vacated ROW. No utilities or water is shown in the ROW.

The applicant also proposes to vacate the described platted15-foot street side yard setback, which if the ROW is vacated will no longer be a street side yard setback. The vacation of the ROW means that the zoning of the south, abutting MF-29 properties will merge into the vacated ROW; the MF-29 properties are part of the Doner-Smith First Addition. Setbacks will be per the UZC for compatibility setbacks; 15 to 25 feet for an interior side yard. Landscaping and screening as required by the Landscape Ordinance and the UZC will be activated by the vacation and subsequent MF-29 zoning following the expanded property line of the Doner-Smith First Addition.

Analysis: The MAPC voted (14-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

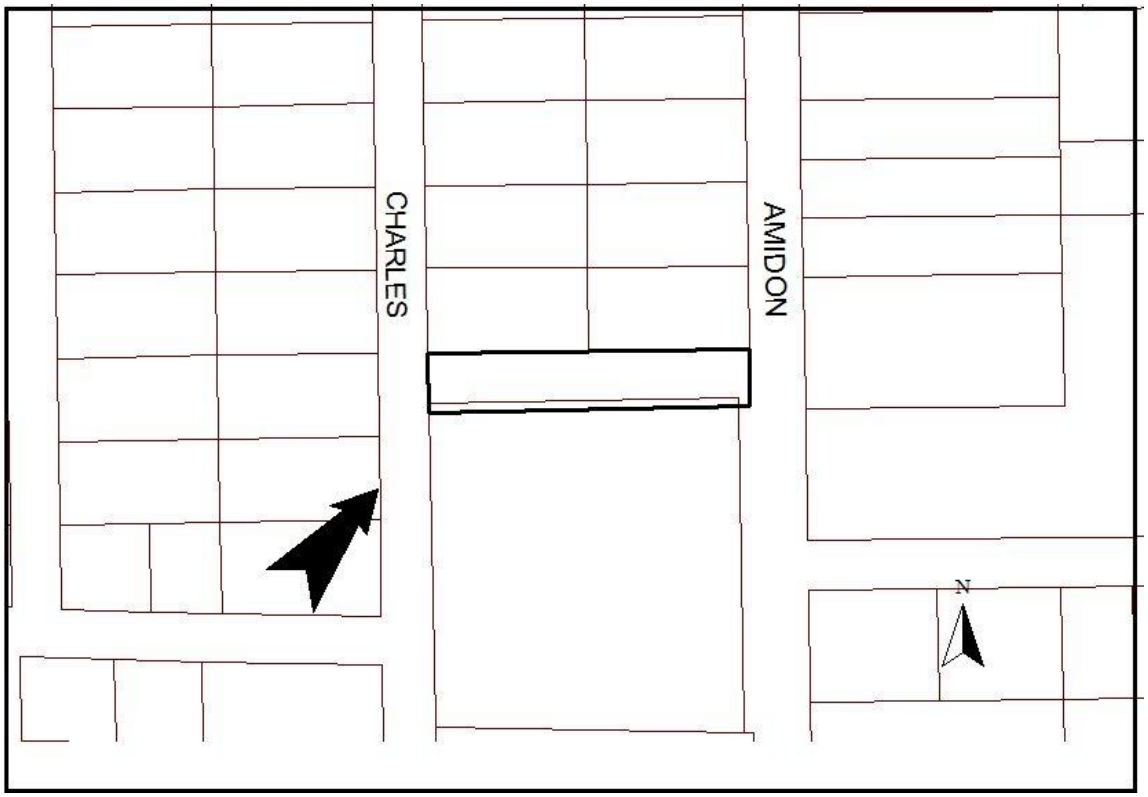
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order, a dedication of drainage - utility easement by separate instrument, a dedication of access control by separate instrument and a restrictive covenant will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: A dedication of drainage - utility easement by separate instrument, a dedication of access control by separate instrument and a restrictive covenant.



Agenda Item No. V-5

City of Wichita
City Council Meeting
January 5, 2010

To: Mayor and City Council

Subject: VAC2009-00033 – Request to vacate a platted easement and an easement dedicated by separate instrument; generally located northwest of Greenwich Road and K-96, on the south side of 26th Court North. (District II)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to vacate the north portion of the platted 100-foot drainage easement located on the south 100 feet of Lot 9 and the utility easement dedicated by separate instrument (Film/Page 28613635) located along the east lot line of Lot 9, all in Block 1, Regency Park Addition, Wichita, Sedgwick County, Kansas. There is a water line (north to south) in the utility easement dedicated by separate instrument and storm water has utilities in the platted drainage easement. The applicant has approved projects for relocation of these utilities, #1504PPW (607853) & #2011PPS (607861). Westar has utilities located within the described platted drainage easement and the utility easement dedicated by separate instrument, which are addressed in the described projects. The Regency Park Addition was recorded with the Register of Deeds on February 9, 2000.

Analysis: The MAPC voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

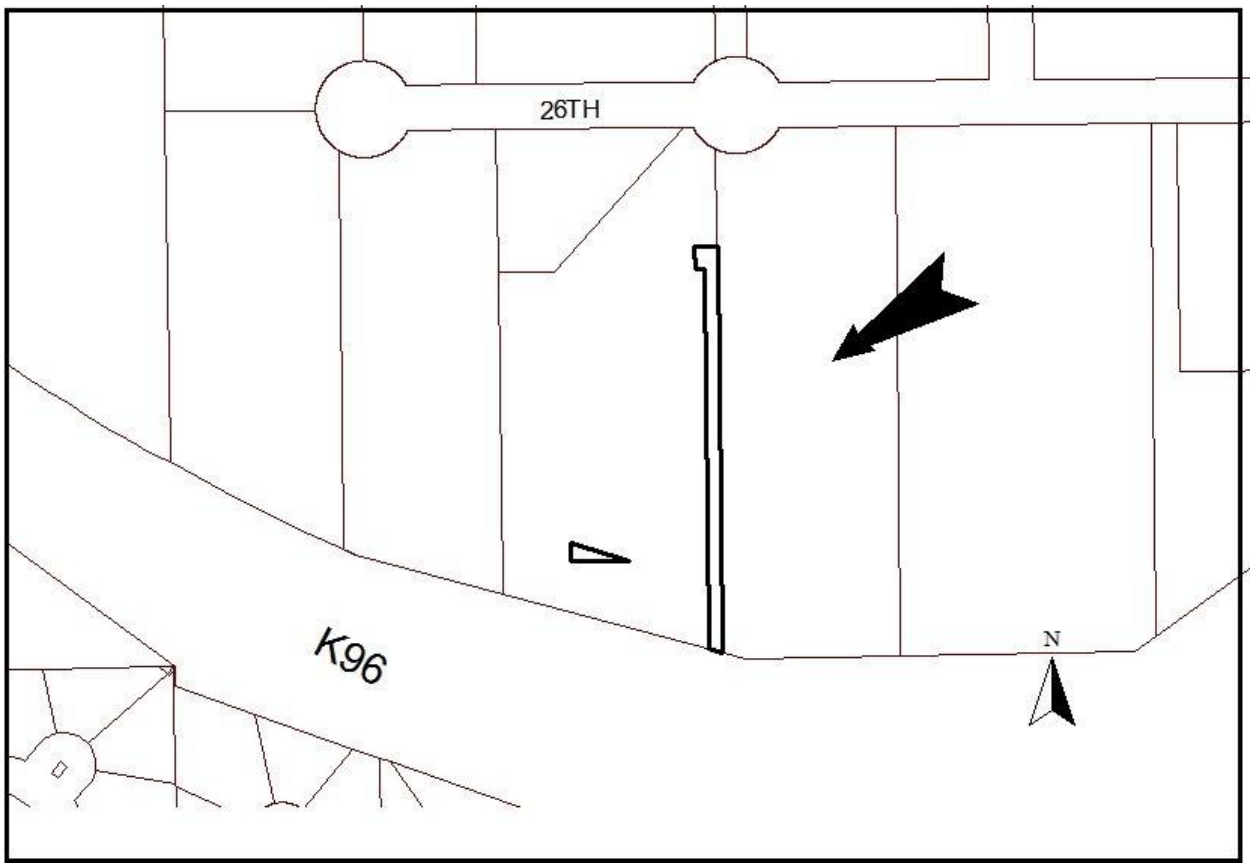
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order, a dedication of a utility easement by separate instrument, and a dedication of a drainage easement by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: A dedication of a utility easement by separate instrument and a dedication of a drainage easement by separate instrument.


26TH
K96
N

Agenda Item No. V-6

City of Wichita
City Council Meeting
January 5, 2010

To: Mayor and City Council

Subject: VAC2009-00039 - Request to vacate a portion of a platted utility easement - ingress/egress reserve; generally located on the southwest corner of Greenwich Road and Harry Street. (District II)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting consideration for the vacation of a 30-foot wide portion of the 90-foot wide platted utility easement - ingress/egress reserve. The proposed vacation will not change access onto the site. A platted 10-foot wide utility easement that ran parallel to that portion of the proposed vacation located parallel to the rear yards of Lots 4, 5 and 7 has been vacated (VAC2004-14). There are no utilities located in the described platted easement/reserve. A copy of the Vacation Order will be transferred to CUP DP-243 file. The Smithmoor Commercial Addition was recorded with the Register of Deeds on January 5, 2000.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

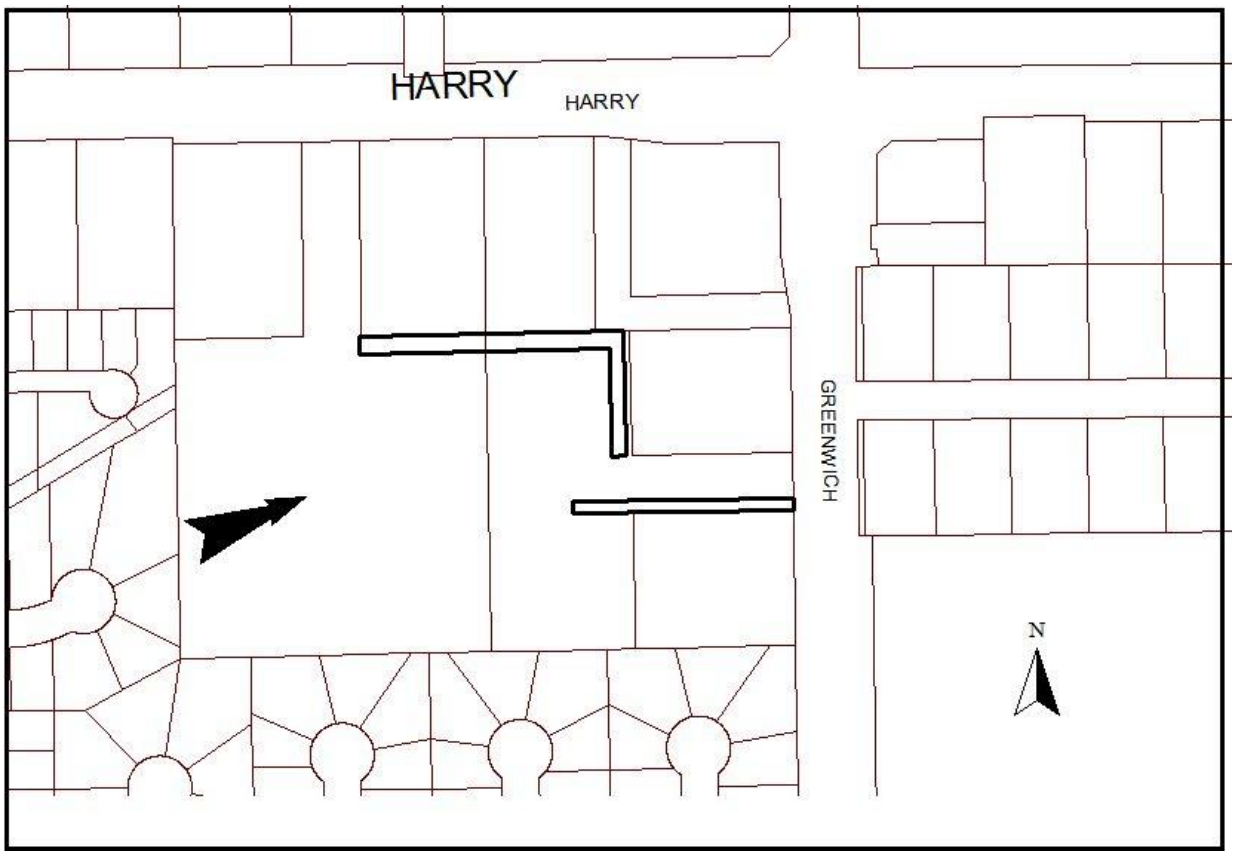
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.


HARRY
HARRY
GREENWICH
N

Agenda Item No. V-7

City of Wichita
City Council Meeting
January 5, 2010

To: Mayor and City Council

Subject: VAC2009-00040 - Request to vacate a portion of a platted drainage and utility easement; generally located east of Rock Road, on the southeast corner of 37th Street North and Comotara Street. (District II)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting consideration for the vacation of a portion of the platted 70-foot drainage and utility easement located on Lot 2, the Comotara Industrial Park Second Addition. Half of the described 70-foot wide easement is located on the north abutting (also owned by the applicant) Lot 1, Comotara Industrial Park Second Addition; the applicant proposes to vacate only that portion located on the subject site. There is a sewer line and a storm water line in that portion of the easement that is proposed to be vacated. The applicant has approved projects turned into Public Works for relocation of those lines, project numbers 2015 PPS and 2016 PPS. There are no water lines or utilities located in the described platted easements; they are in street right-of-way. The Comotara Industrial Park Second Addition was recorded with the Register of Deeds on December 15, 1997.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

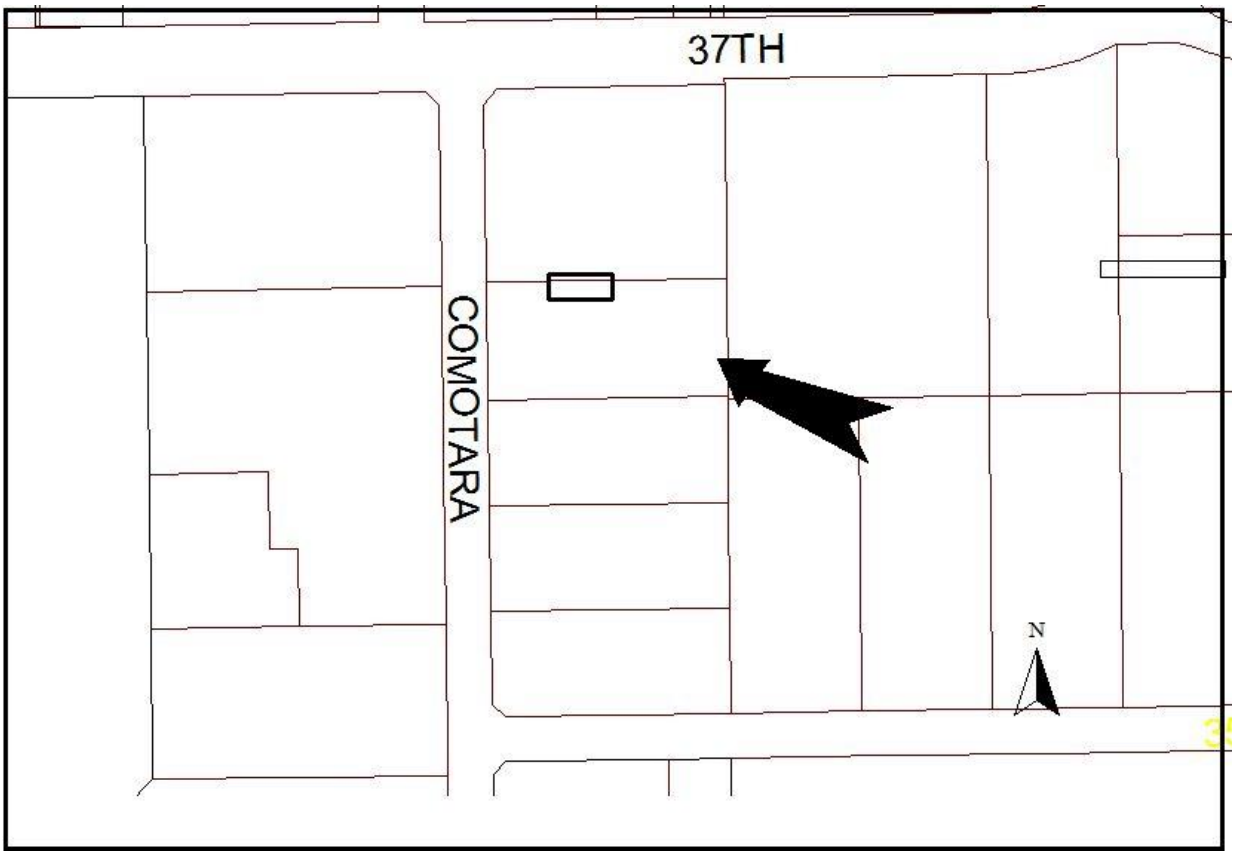
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order and dedication of a utility and drainage easement by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: Dedication of a utility and drainage easement by separate instrument.


37TH
COMOTARA
N

City of Wichita
City Council Meeting
January 5, 2010

TO: Wichita Airport Authority

SUBJECT: Administration Building Rehabilitation
Change Order #1
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On March 18, 2008, the Wichita Airport Authority approved the capital project to design and renovate portions of the Airport Administration Building to better accommodate public meeting space needs, and improve the building's energy efficiency with a budget of $465,000. On May 5, 2009 a budget adjustment was approved to accommodate unforeseen conditions to repair significant water damage to the building, make crucial site improvements to eliminate future drainage problems and, due to critical timing on the utilities construction related to the upcoming terminal building project, a data center that will provide vital telecommunications and network system support to various tenants in the terminal and the central Airport campus will be added and fitted-out bringing the total budget to $1,100,000.

Analysis:
The construction bids were opened on April 17 with Eby Construction, the low bidder, submitting a bid of $776,900. Staff has prepared Change Order #1, an increase of 2%, to accommodate additional work identified to address drainage issues, provide enhanced landscaping and modify the building to accommodate the coordination with the Landside Utilities, Phase I Project.

The change order includes the following:

Landscaping	$ 3,049
Updated data cabinets and wire management	$ 5,580
New curbing	$ 1,499
Trench drains	$ 6,441
Additional sleeves, lighting and conduit	$ 2,461
Retain existing south sidewalks, delete fire hydrant	($ 3,629)
Total Change Order cost	$15,401

Financial Considerations: This change order cost is covered through the current budget. This project is funded with General Obligation bonds paid for with airport revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through improvements to allow uninterrupted services to be provided to the Airport System's tenants and users and to the aviation community.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Attachments: Change Order #1.

AIA® Document G701™ – 2001

Change Order

PROJECT: *(Name and address)*
Wichita Airport Authority Addition and Remodel

TO CONTRACTOR: *(Name and address)*
Martin K. Eby Construction

CHANGE ORDER NUMBER: One

DATE: November 30, 2009

ARCHITECT'S PROJECT NUMBER: 0605

CONTRACT DATE: May 5, 2009

CONTRACT FOR: General Construction

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Delete for leaving the south side concrete sidewalks in place (CE #1)	-$ 3,022.00
Five additional steel plate trench drains and support angles to modify south and east sidewalks to accommodate drainage. (CE #2)	5,524.00

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$	776,900.00
The net change by previously authorized Change Orders	$	0.00
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was	$	776,900.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) ~~(decreased) (unchanged)~~ by this Change Order in the amount of	$	15,401.00
The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be	$	792,301.00

The Contract Time will be ~~(increased) (decreased)~~ (unchanged) by (0) days

The date of Substantial Completion as of the date of this Change Order therefore is March 4, 2010

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Richard B. Kraybill	Martin K. Eby Construction	Wichita Airport Authority
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
230 LAURA WICHITA, KS 67211	610 N. MAIN, STE 500 WICHITA, KS 67203	
ADDRESS	ADDRESS	ADDRESS
RICHARD B. KRAYBILL	Joseph D Levens Jr	
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
RICHARD B. KRAYBILL	JOSEPH D. LEVENS, JR.	
(Typed name)	*(Typed name)*	*(Typed name)*
12/4/09	12-3-09	
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Approved as to form Gary E Rebenstorff

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AIA Document G701 - CONT.

CHANGE ORDER NUMBER: One

DATE: November 30, 2009

	ITEM COST
Additional conduit into building for future use, labor and material to install includes multiple bends and penetration and sealing of building. (CE #3)	806.00
Conduit number and size change in restroom chase from three 2"ø to two 4"ø ten foot sections including fitting and hangars and additional labor for bending and cutting the heavier pipe. (CE #4)	634.00
Lighting changes in rooms #015 and #017 to provide additional lighting in #017 using fixtures from #015. (RFQ #1, CE #5)	493.00
Excess concrete demolition due to concrete buried below grade at north door encountered during current project trenching. (CE #6)	917.00
Delete yard hydrant (CE#12)	-607.00
Provide and install two additional Hilti Speed Sleeves (RFQ #8, CE #16)	528.00
Provide & install landscaping-four Pear trees and a row of shrubs (cost $1,784) and add row of shrubs, steel edging and rock mulch (cost 2,462). Delete removal of five trees. (credit of $1,197). (RFQ #4, CEs #9,10 & 11)	3,049.00
Provide upgraded data cabinets, and additional wire management devices and one additional rackin data roomk (CE #17)	5,580.00
Demolish existing curband provide and install 22'6" of lay down curb north of building driveway. (CE #20)	1,499.00

CE#20

FILE COPY

CITY OF
WICHITA

Wichita Airport Authority

October 27, 2009

Richard B. Kraybill
Kraybill, Richard B. Architects
230 S. Laura
Wichita, KS 67211

Re: Wichita Mid-Continent Airport
Administration Building Remodel

Dear Mr. Kraybill:

We will accept the contractor's price of $1499.00 to remove and replace curb on the north side of the building as noted in your Request for Quotation #10.

Please call with questions.

WICHITA AIRPORT AUTHORITY

John Oswald

John M. Oswald, P.E.
Airport Engineering and Planning Division Manager

JMO\lfb

cc: Don Dearmont, Construction Superintendent, Airport Engineering

2173 Air Cargo Road • P.O. Box 9130 • Wichita, Kansas 67277-0130

T 316.946.4700 F 316.946.4793

www.flywichita.com

KRAYBILL ARCHITECT
230 LAURA STREET - SUITE 105
WICHITA, KANSAS, 67211
316.263.0721 / WWW.KRAYBILLARCHITECT.COM

October 21, 2009

Mr. John Oswald
Mr. Don Dearmont
Wichita Airport Authority
2173 Air Cargo Road
P. O. Box 9130
Wichita, KS 67277-0130

Re: WAA Administration Building Addition and Remodel
Remove old and install new curb north of north drive
Request for Quotation Number Ten
Eby Change Estimate Number Twenty

Gentlemen,

We have reviewed the cost for removal of 22'-6" of existing lay down curb north of the north driveway and replacement with a standard 6" stand up curb and gutter. After examining the cost breakdown and making inquires of the contractor, we find the cost of $1,499 to be reasonable.

Sincerely,

Richard B. Kraybill, Architect

October 13, 2009

Mr. Dan Rouser
Kraybill Architect
230 Laura, Suite 105
Wichita, KS 67211

RE: Change Estimate #20
Correspondence #090

Dear Mr. Rouser,

The following items have been requested as additional to the contact:

Change Estimate #20: Per RFQ #10 Eby will remove 22'-6" of the existing lay down curb north of the Administration Building and replace with a standard 6" stand up curb and gutter. Total labor and materials, Add $1,499 and no extension in contract time.

If these are acceptable, please issue a change order for the total. If you have any questions please call.

Sincerely,

Martin K. Eby Construction Co., Inc.

Brian Truskett
Project Manager

EBY CONSTRUCTION **COST ESTIMATE**

JOB:	Wichita Airport Admin. Bldg											DATE:	10/13/09
	#020 Replace Laydown Curb												
Cost				LABOR	LABOR	MATERIAL	MATERIAL	EQUIPMENT	EQUIPMENT	SUB UNIT	SUBS	LINE	COMMENTS
Code	DESCRIPTION	QUAN	UM	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL	COST		TOTAL	
	Sawcut/demo concrete	2.00	MH	$ 38.88	$ 78		$ -		$ -	$ 100	$ 100	$ 178	
		2.00	MH	$ 32.46	$ 65		$ -		$ -		$ -	$ 65	
	Form curb, install dowels	2.00	MH	$ 38.88	$ 78		$ 40		$ -		$ -	$ 118	
		2.00	MH	$ 32.46	$ 65		$ -		$ -		$ -	$ 65	
	Place and finish concrete	2.00	MH	$ 38.88	$ 78		$ 160		$ -		$ -	$ 238	
		2.00	MH	$ 32.46	$ 65		$ -		$ -		$ -	$ 65	
	Caulking	2.00	MH	$ 38.88	$ 78		$ 50		$ -		$ -	$ 128	
		0.00	MH	$ 32.46	$ -		$ -		$ -		$ -	$ -	
	Cleanup and dump fees	1.00	MH	$ 38.88	$ 39		$ 75		$ -		$ -	$ 114	
		1.00	MH	$ 32.46	$ 32		$ -		$ -		$ -	$ 32	
	Equipment - skid steer	1.00	LS	$ -	$ -		$ -		$ 250		$ -	$ 250	
		0.00	LS	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	LS	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	LS	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	LS	$ -	$ -		$ -		$ -		$ -	$ -	
	Engineering	1.00	MH	$ 51.00	$ 51		$ -		$ -		$ -	$ 51	
					$ -		$ -		$ -		$ -	$ -	
		16.00			$ -		$ -		$ -		$ -	$ -	
	COLUMN SUBTOTALS				$628		$325		$250		$100	$ 1,303	
	TOTALS CARRIED FORWARD				$628		$325		$250		$100	$ 1,303	BALANCE IS OK
										OH&P	15.0%	$ 195	
									BEFORE TAX SUBTOTAL			$ 1,499	
										SALES TAX	0.0%	$ -	
											TOTAL ESTIMATE	$ 1,499	

REQUEST FOR QUOTATION – Number Ten

DATE: October 8, 2009

PROJECT: Wichita Airport Administration Addition and Remodel

ARCHITECT'S PROJECT NO: 0605

TO: Martin K. Eby Construction

Request for Quotation:

Please submit a quotation for each proposed change listed herein. A Change Order or Field Order will be prepared for those items accepted by the Owner

---

Description of proposed changes:

Remove 22.5' x 2.5' monolithic "lay down" curb north of the building on the north side of the driveway between existing saw cuts and replace with a standard 6' stand up curb and gutter that dies into the existing "lay down" curb. This is to prevent vehicles from backing over the "lay down" curb and hitting the new light pole at this location.

See Wichita Airport authority Drawing dated 9-29-09.

Rcd-To EDY email 9-3-09 CE16

CITY OF
WICHITA

Wichita Airport Authority

September 1, 2009

Richard B. Kraybill
203 Laura
Wichita, KS 67211

Re: Wichita Mid-Continent Airport
Administration Building Remodel

Dear Mr. Kraybill:

We will accept the contractor's price of $528.00 and no change in contract time for the change in the Room #002 (Data Center) as described in the August 27, 2009 e-mail and Change Estimate #16. This work shall be incorporated into an upcoming change order.

Please call with questions.

WICHITA AIRPORT AUTHORITY

John M. Oswald, P.E.
Airport Engineering and Planning Division Manager

JMO\lfb

cc: Don Dearmont, Construction Superintendent

2173 Air Cargo Road • P.O. Box 9130 • Wichita, Kansas 67277-0130

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CE #16

August 31, 2009

Mr. John Oswald
Mr. Don Dearmont
Wichita Airport Authority
2173 Air Cargo Road
P. O. Box 9130
Wichita, KS 67277-0130

Re: WAA Administration Building Addition and Remodel
Add two Hilti Speed Sleeves in the data room
Request for Quotation Number Eight
Eby Change Estimate Number Sixteen

Gentlemen,

We have reviewed the cost for two additional Hilti Speed Sleeves in the data room and find that the cost of $528.00 is reasonable.

Sincerely,

Richard B. Kraybill, Architect

CE #16

August 24, 2009

Mr. Dan Rouser
Kraybill Architect
230 Laura, Suite 105
Wichita, KS 67211

RE: Change Estimates #16
Correspondence #073

Dear Mr. Rouser,

The following estimate is offered in response to RFQ #8:

Change Estimate #16: Add two (2) additional 4" Hilti Speed Sleeves in the south wall of the Data Room 002 and Fire Caulk around the sleeves, ADD $528 and no additional contract time. Not included in this price drywall patch, additional conduit or electrical.

If this is acceptable, please issue a change order for the aforementioned amount. If you have any questions please call.

Sincerely,

Martin K. Eby Construction Co., Inc.

Brian Truskett
Project Manager

EBY CONSTRUCTION **COST ESTIMATE**

JOB:	Wichita Airport Admin. Bldg											DATE:	08/24/09
	#016 Hilti Speed Sleeves in the Data Room												
Cost Code	DESCRIPTION	QUAN	UM	LABOR UNIT COST	LABOR SUBTOTAL	MATERIAL UNIT COST	MATERIAL SUBTOTAL	EQUIPMENT UNIT COST	EQUIPMENT SUBTOTAL	SUB UNIT COST	SUBS	LINE TOTAL	COMMENTS
	Cut two (2) holes in Data Room Wall	0.50	MH	$ 38.88	$ 19		$ -		$ -		$ -	$ 19	
		0.00	MH	$ 32.46	$ -		$ -		$ -		$ -	$ -	
	Install two (2) Hilti Speed Sleeves	0.50	MH	$ 38.88	$ 19		$ 300		$ -		$ -	$ 319	
		0.00	MH	$ 32.46	$ -		$ -		$ -		$ -	$ -	
	Fire Caulk around sleeves	0.50	MH	$ 38.88	$ 19		$ 50		$ -		$ -	$ 69	
		0.00	MH	$ 32.46	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ 38.88	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ 32.46	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ 38.88	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ 32.46	$ -		$ -		$ -		$ -	$ -	
		0.00	LS	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	LS	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	LS	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	LS	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	LS	$ -	$ -		$ -		$ -		$ -	$ -	
	Engineering	1.00	MH	$ 51.00	$ 51		$ -		$ -		$ -	$ 51	
					$ -		$ -		$ -		$ -	$ -	
		1.50			$ -		$ -		$ -		$ -	$ -	
	COLUMN SUBTOTALS				$109		$350		$0		$0	$ 459	
	TOTALS CARRIED FORWARD				$109		$350		$0		$0	$ 459	BALANCE IS OK
										OH&P	15.0%	$ 69	
									BEFORE TAX SUBTOTAL			$ 528	
										SALES TAX	0.0%	$ -	
										TOTAL ESTIMATE		$ 528	

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16

REQUEST FOR QUOTATION – Number Eight

DATE: August 21, 2009

PROJECT: Wichita Airport Administration Addition and Remodel

ARCHITECT'S PROJECT NO: 0605

TO: Martin K. Eby Construction

Request for Quotation:

Please submit a quotation for each proposed change listed herein. A Change Order or Field Order will be prepared for those items accepted by the Owner

---

Description of proposed changes:

Please provide a price to provide and install two Hilti Speeds Sleeves in the Data Center, room #002.

CITY OF WICHITA

Wichita Airport Authority

July 2, 2009

Richard B. Kraybill
203 Laura
Wichita, KS 67211

Re: Wichita Mid-Continent Airport
Administration Building Remodel

Dear Mr. Kraybill:

We are interested in having changes made to the landscaping as indicated herein. Please ask the contractor for add and deduct prices for each item then independently evaluate each for fairness.

ITEM 1: Delete the removal of five trees in the small islands southeast and northeast of the building. Delete the removal of the gravel mulch, sod and irrigation in these islands. Delete the planting of four new tress in these areas.

ITEM 2: Add four Callery Pear trees on the south side of the building between the building and the sidewalk and delete the sod. We are open to advice whether to delete the sod in this entire area and replace it with round, river rock or just at the trees.

ITEM 3: Add a row of shrubs along the west side of the Safety Building parking lot as shown on the enclosed plan. It appears the irrigation in the plans will cover this area but that needs confirmed.

Please call with questions.

WICHITA AIRPORT AUTHORITY

John M. Oswald, P.E.
Airport Engineering and Planning Division Manager

JMO\lfb

Enclosure(s)

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August 5, 2009

Mr. Dan Rouser
Kraybill Architect
230 Laura, Suite 105
Wichita, KS 67211

RE: Change Estimates #9, 10, 11 & 12
Correspondence #067

Dear Mr. Rouser,

The following items have been requested as additional to the contact:

Change Estimate #9: Delete the removal of five trees in the small islands southeast and northeast of the building. Delete the removal of the gravel mulch, sod and irrigation in these islands. Delete the planting of four new trees in these areas. – Deduct $1,197, no change in contract time.

Change Estimate #10: Add four Callery Pear trees (2 ½" base trunks) on the south side of the building between it and the sidewalk. Ground Force recommends keeping the sod for aesthetics and lower maintenance for the owner. Add 3'-0" diameter steel edger and 3" depth round river rock mulch at the base of each tree. – ADD $1,784, no change in contract time.

Change Estimate #11: Add a row of shrubs along the west side of the Safety Building parking lot as shown on the request for change plan. The additional shrubs in this area will be covered by the irrigation in the plans. Ground Force recommends using 23 Snowmound Spirea (5 gallon) at 4'-0" on center, 110LF of steel edging, with round river rock mulch. – ADD $2,462, no change in contract time.

Change Estimate #12: Delete the yard hydrant on the west side of the building. – Deduct $607, no change in contract time.

If these are acceptable, please issue a change order for the net total. If you have any questions please call.

Sincerely,

Martin K. Eby Construction Co., Inc.

Brian Truskett
Project Manager

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EBY CONSTRUCTION

COST ESTIMATE

JOB:	Wichita Airport Admin. Bldg											DATE:	08/05/09
	#011 - Add Shrubs												
Cost Code	DESCRIPTION	QUAN	UM	LABOR UNIT COST	LABOR SUBTOTAL	MATERIAL UNIT COST	MATERIAL SUBTOTAL	EQUIPMENT UNIT COST	EQUIPMENT SUBTOTAL	SUB UNIT COST	SUBS	LINE TOTAL	COMMENTS
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	Ground Force	1.00	LS	$ -	$ -		$ -		$ -		$ 2,141	$ 2,141	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	Engineering	1.00	MH	$ 51.00	$ 51		$ -		$ -		$ -	$ 51	
					$ -		$ -		$ -		$ -	$ -	
		0.00			$ -		$ -		$ -		$ -	$ -	
	COLUMN SUBTOTALS				$51		$0		$0		$2,141	$ 2,192	
	TOTALS CARRIED FORWARD				$51		$0		$0		$2,141	$ 2,192	BALANCE IS OK
										OH&P	15.0%	$ 329	
									BEFORE TAX SUBTOTAL			$ 2,521	
										SALES TAX	0.0%	$ -	
											TOTAL ESTIMATE	$ 2,521	

80

EBY CONSTRUCTION

COST ESTIMATE

JOB:	Wichita Airport Admin. Bldg											DATE:	08/05/09
	#010 - Add Four Callery Pear Trees												
Cost Code	DESCRIPTION	QUAN	UM	LABOR UNIT COST	LABOR SUBTOTAL	MATERIAL UNIT COST	MATERIAL SUBTOTAL	EQUIPMENT UNIT COST	EQUIPMENT SUBTOTAL	SUB UNIT COST	SUBS	LINE TOTAL	COMMENTS
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	Ground Force	1.00	LS	$ -	$ -		$ -		$ -		$ 1,500	$ 1,500	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	Engineering	1.00	MH	$ 51.00	$ 51		$ -		$ -		$ -	$ 51	
					$ -		$ -		$ -		$ -	$ -	
		0.00			$ -		$ -		$ -		$ -	$ -	
	COLUMN SUBTOTALS				$51		$0		$0		$1,500	$ 1,551	
	TOTALS CARRIED FORWARD				$51		$0		$0		$1,500	$ 1,551	BALANCE IS OK
										OH&P	15.0%	$ 233	
									BEFORE TAX SUBTOTAL			$ 1,784	
										SALES TAX	0.0%	$ -	
											TOTAL ESTIMATE	$ 1,784	

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EBY CONSTRUCTION

COST ESTIMATE

JOB:	Wichita Airport Admin. Bldg											DATE:	08/05/09
	#009 - Delete Five Trees												
Cost Code	DESCRIPTION	QUAN	UM	LABOR UNIT COST	LABOR SUBTOTAL	MATERIAL UNIT COST	MATERIAL SUBTOTAL	EQUIPMENT UNIT COST	EQUIPMENT SUBTOTAL	SUB UNIT COST	SUBS	LINE TOTAL	COMMENTS
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	Ground Force	1.00	LS	$ -	$ -		$ -		$ -		$ (1,197)	$ (1,197)	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
		0.00			$ -		$ -		$ -		$ -	$ -	
	COLUMN SUBTOTALS				$0		$0		$0		-$1,197	$ (1,197)	
	TOTALS CARRIED FORWARD				$0		$0		$0		-$1,197	$ (1,197)	BALANCE IS OK
										OH&P	0.0%	$ -	
									BEFORE TAX SUBTOTAL			$ (1,197)	
										SALES TAX	0.0%	$ -	
											TOTAL ESTIMATE	$ (1,197)	

82

1066

GROUND FORCE LLC

316.207.0103 Fax 316.440.3143
www.groundforcellc.net

Contract Change Order

TO: Eby Construction Company Date: 8/4/09
Attn: Brian Ratzloff

Project Name Wichita Airport Administration Building

Project Number

Change Order Number Item #2

Description of Work:
Add four Callery Pear trees (2½" B&B) on the south side of the building between the building and the sidewalk. [We would recommend keeping the sod in contract for aesthetics and lower maintenance for the Owner.] Add 3' diam. steel edger and 3" depth round river rock mulch at base of each tree.

Original Contract Sum:	$ 14,442.00
Net Changes by Previous Change Orders	$ 0.00
Contract Sum Prior to This Change Order	$ 14,442.00
Amount of This Change Order	$ 1,500.00
New Contract Sum Including This Change Order	$ 15,942.00

Accepted By: Authorized By: Randal Lewis

Title: Title: Manager

Date: Date: 8/4/09

REQUEST FOR QUOTATION – Number Four

DATE: September 15, 2009

PROJECT: Wichita Airport Administration Addition and Remodel

ARCHITECT'S PROJECT NO: 0605

TO: Martin K. Eby Construction

Request for Quotation:

Please submit a quotation for each proposed change listed herein. A Change Order or Field Order will be prepared for those items accepted by the Owner

---

Description of proposed changes:

Please provide a price for the additional landscaping shown in sheets L1 and L2 as revised.

CE17

CITY OF WICHITA

Wichita Airport Authority

FAXED SEP 1 2009 2:55 pm

September 1, 2009

Richard B. Kraybill
203 Laura
Wichita, KS 67211

Re: Wichita Mid-Continent Airport
Administration Building Remodel

Dear Mr. Kraybill:

We will accept the contractor's price of $5580.00 and not change in contract time for the changes in the Room #002 (Data Center) as described in the August 27, 2009 letter and Change estimate #17 (revised). This work shall be incorporated into an upcoming change order.

Please call with questions.

WICHITA AIRPORT AUTHORITY

John M. Oswald, P.E.
Airport Engineering and Planning Division Manager

JMO\lfb

cc: Don Dearmont, Construction Superintendent

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August 27, 2009

Mr. Dan Rouser
Kraybill Architect
230 Laura, Suite 105
Wichita, KS 67211

RE: Change Estimate #17 (revised)
Correspondence #078

Dear Mr. Rouser,

The following items have been requested as additional to the contact:

Change Estimate #17: Per Don Dearmont, Upgrade 4 Dell cabinets from 4210 to 4220, add 2 more Damac vertical wire managements (with front and rear covers) and add 1 more Damac open frame rack. Total labor and materials, Add $5580 and no extension in contract time.

If these are acceptable, please issue a change order for the total. If you have any questions please call.

Sincerely,

Martin K. Eby Construction Co., Inc.

Brian Truskett
Project Manager

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CE 17

September 10, 2009

Mr. John Oswald
Mr. Don Dearmont
Wichita Airport Authority
2173 Air Cargo Road
P. O. Box 9130
Wichita, KS 67277-0130

Re: WAA Administration Building Addition and Remodel
Changes in equipment for Data Room
Eby Change Estimate Number Seventeen

Gentlemen,

We have reviewed the cost estimate for the additional equipment to be provided by Eby Construction and, based on information given to us by your consultant, Ross and Baruzzini, we believe that the cost of $5,580.00 is reasonable.

Sincerely,

Richard B. Kraybill, Architect

EBY CONSTRUCTION **COST ESTIMATE**

JOB:	Wichita Airport Admin. Bldg											DATE:	08/27/09
	#017 revised - Additional Data Room Equipment												
Cost Code	DESCRIPTION	QUAN	UM	LABOR UNIT COST	LABOR SUBTOTAL	MATERIAL UNIT COST	MATERIAL SUBTOTAL	EQUIPMENT UNIT COST	EQUIPMENT SUBTOTAL	SUB UNIT COST	SUBS	LINE TOTAL	COMMENTS
				$ -	$ -		$ -		$ -		$ -	$ -	
				$ -	$ -		$ -		$ -		$ -	$ -	
				$ -	$ -		$ -		$ -		$ -	$ -	
				$ -	$ -		$ -		$ -		$ -	$ -	
				$ -	$ -		$ -		$ -		$ -	$ -	
				$ -	$ -		$ -		$ -		$ -	$ -	
				$ -	$ -		$ -		$ -		$ -	$ -	
				$ -	$ -		$ -		$ -		$ -	$ -	
				$ -	$ -		$ -		$ -		$ -	$ -	
				$ -	$ -		$ -		$ -		$ -	$ -	
	Dearinger			$ -	$ -		$ -		$ -		$ -	$ -	
	Upgrade price for 4 Dell 4220 cabs.	4.00	EA	$ -	$ -		$ -		$ -		$ 2,812	$ 2,812	
	Double-sided Vertical Wire Management	2.00	EA	$ -	$ -		$ -		$ -		$ 926	$ 926	
	Covers for Vertical Wire Management (pair)	2.00	EA	$ -	$ -		$ -		$ -		$ 692	$ 692	
	Open frame rack	1.00	EA	$ -	$ -		$ -		$ -		$ 371	$ 371	
				$ -	$ -		$ -		$ -		$ -	$ -	
	Engineering	1.00	MH	$ 51.00	$ 51		$ -		$ -		$ -	$ 51	
					$ -		$ -		$ -		$ -	$ -	
		0.00			$ -		$ -		$ -		$ -	$ -	
	COLUMN SUBTOTALS				$51		$0		$0		$4,801	$ 4,852	
	TOTALS CARRIED FORWARD				$51		$0		$0		$4,801	$ 4,852	BALANCE IS OK
										OH&P	15.0%	$ 728	
									BEFORE TAX SUBTOTAL			$ 5,580	
										SALES TAX	0.0%	$ -	
											TOTAL ESTIMATE	$ 5,580	

August 27, 2009

Mr. Dan Rouser
Kraybill Architect
230 Laura, Suite 105
Wichita, KS 67211

RE: Change Estimate #17 (revised)
Correspondence #078

Dear Mr. Rouser,

The following items have been requested as additional to the contact:

Change Estimate #17: Per Don Dearmont, Upgrade 4 Dell cabinets from 4210 to 4220, add 2 more Damac vertical wire managements (with front and rear covers) and add 1 more Damac open frame rack. Total labor and materials, Add $5580 and no extension in contract time.

If these are acceptable, please issue a change order for the total. If you have any questions please call.

Sincerely,

Martin K. Eby Construction Co., Inc.

Brian Truskett
Project Manager

Martin K. Eby Construction Co., Inc.
610 N. Main • P.O. Box 1679 • Wichita, Kansas 67201-1679 • 316 268 3500
www.ebycorp.com
Exceptional Constructors Since 1937

CITY OF
WICHITA

Wichita Airport Authority

September 29, 2009

Richard B. Kraybill
203 Laura
Wichita, KS 67211

Re: Wichita Mid-Continent Airport
Administration Building Remodel

Dear Mr. Kraybill:

Upon your recommendation we will accept the contractor's deduct price of $607.00 to not install the yard hydrant. This item should be in an upcoming change order and shown on the record drawings.

WICHITA AIRPORT AUTHORITY

John M. Oswald, P.E.
Airport Engineering and Planning Division Manager

JMO\lfb

2173 Air Cargo Road • P.O. Box 9130 • Wichita, Kansas 67277-0130

T 316.946.4700 F 316.946.4793

www.flywichita.com

August 5, 2009

Mr. Dan Rouser
Kraybill Architect
230 Laura, Suite 105
Wichita, KS 67211

RE: Change Estimates #9, 10, 11 & 12
Correspondence #067

Dear Mr. Rouser,

The following items have been requested as additional to the contact:

Change Estimate #9: Delete the removal of five trees in the small islands southeast and northeast of the building. Delete the removal of the gravel mulch, sod and irrigation in these islands. Delete the planting of four new trees in these areas. – Deduct $1,197, no change in contract time.

Change Estimate #10: Add four Callery Pear trees (2 ½" base trunks) on the south side of the building between it and the sidewalk. Ground Force recommends keeping the sod for aesthetics and lower maintenance for the owner. Add 3'-0" diameter steel edger and 3" depth round river rock mulch at the base of each tree. – ADD $1,784, no change in contract time.

Change Estimate #11: Add a row of shrubs along the west side of the Safety Building parking lot as shown on the request for change plan. The additional shrubs in this area will be covered by the irrigation in the plans. Ground Force recommends using 23 Snowmound Spirea (5 gallon) at 4'-0" on center, 110LF of steel edging, with round river rock mulch. – ADD $2,462, no change in contract time.

Change Estimate #12: Delete the yard hydrant on the west side of the building. – Deduct $607, no change in contract time.

If these are acceptable, please issue a change order for the net total. If you have any questions please call.

Sincerely,

Martin K. Eby Construction Co., Inc.

Brian Truskett
Project Manager

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:BY CONSTRUCTION

COST ESTIMATE

DATE: 08/05/09

Wichita Airport Admin. Bldg

4012 - Delete Yard Hydrant

DESCRIPTION	QUAN	UM	LABOR UNIT COST	LABOR SUBTOTAL	MATERIAL UNIT COST	MATERIAL SUBTOTAL	EQUIPMENT UNIT COST	EQUIPMENT SUBTOTAL	SUB UNIT COST	SUBS	LINE TOTAL	COMMENTS
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
Fox Plumbing	1.00	LS	$ -	$ -		$ -		$ -		$ (607)	$ (607)	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
				$ -		$ -		$ -		$ -	$ -	
	0.00			$ -		$ -		$ -		$ -	$ -	
COLUMN SUBTOTALS				$0		$0		$0		-$607	$ (607)	
TOTALS CARRIED FORWARD				$0		$0		$0		-$607	$ (607)	BALANCE IS OK
									OH&P	0.0%	$ -	
								BEFORE TAX SUBTOTAL			$ (607)	
									SALES TAX	0.0%	$ -	
										TOTAL ESTIMATE	$ (607)	

92

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CE #12

Fox Plumbing Company
200 N. Handley
Wichita, Ks 67203
316-267-6559
Fax 316-262-7619

August 5, 2009 **Estimator: Greg Fox**

Martin K. Eby
610 N. Main
Wichita, Ks 67203

Attn: Brian Truskett

RE: Administration Building Addition & Remodel

Credit for Eliminating Yard Hydrant.....$ 607.00

a-8 Bernie
any opp?
any labor?

CITY OF
WICHITA

Wichita Airport Authority

August 13, 2009

Richard B. Kraybill
203 Laura
Wichita, KS 67211

Re: Wichita Mid-Continent Airport
Administration Building Remodel

Dear Mr. Kraybill:

In response to your July 15, 2009 letter regarding changes to the project we will accept Items #1 thru 6 understanding there is no change in contract time. Plan on these items being incorporated in the first change order.

Please call with questions.

WICHITA AIRPORT AUTHORITY

John M. Oswald, P.E.
Airport Engineering and Planning Division Manager

JMO\lfb

cc: Don Dearmont, Construction Superintendent

2173 Air Cargo Road • P.O. Box 9130 • Wichita, Kansas 67277-0130

T 316.946.4700 F 316.946.4793

www.flywichita.com

July 27, 2009

Mr. John Oswald
Mr. Don Dearmont
Wichita Airport Authority
2173 Air Cargo Road
P. O. Box 9130
Wichita, KS 67277-0130

Re: WAA Administration Building Addition and Remodel
Change Order Number One

Gentlemen,

We have reviewed the change proposed and find them to be in conformance with the refinements of the plans and the owner's requests to date.

Our engineers have reviewed appropriate items and agree.

The estimates submitted by the contractor are reasonable.

Sincerely,

Richard B. Kraybill, Architect

CE#1

July 15, 2009

Mr. John Oswald
Mr. Don Dearmont
Wichita Airport Authority
2173 Air Cargo Road
Wichita, KS

Re: Wichita Airport Authority Administration Addition and Remodel

Gentlemen,

Attached you will find Eby Construction's current change order items along with cost breakdowns and other explanatory material.

There are seven change order items totaling $6,831. They are as follows-

#1	Delete for leaving the south side concrete sidewalks in place This is a credit in the sum of	$3,022
#2	Five additional steel plate trench drains and support angles for modification of south and east sidewalks to accommodate additional drainage. This is an additional cost in the sum of	$5,524
#3	Additional conduit, labor and material to install 140" with multiple bends and penetration and sealing of building. Additional cost in the sum of	$ 806
#4	Conduit number and size change from three 2"ø to two 4"ø ten foot sections including fitting and hangars and additional labor for bending and cutting the heavier pipe. Additional cost in the sum of	$ 634
#5	Lighting changes in rooms #015 and #017 to provide additional lighting in #017 using fixtures from #015. Additional cost in the sum of	$ 493

#6 Excess concrete demolition due to uncovered concrete dumped below grade at north door where current project trenching was done. Additional cost in the sum of $ 917

#7 Add floor box and wall receptacle in small conference #112
Additional cost in the sum of $1,497

We have examined and provide to you, the breakdown of costs and additional supporting material for these changes.

Sincerely,

Richard B. Kraybill, Architect

TWO EBY LETTERS
ONE EBY EMAIL RE CONCRETE.

cc- Mr. Brian Truskett, Eby Construction Corp.

CE #1

June 3, 2009

Mr. Dan Rouser
Kraybill Architect
230 Laura, Suite 105
Wichita, KS 67211

RE: Change Estimate #1 and #2
Correspondence #014

Dear Mr. Rouser,

Per your request to have Eby provide pricing for a credit to leave the south sidewalk in place and add four additional trench drains, we offer the following:

Change Estimate #1: To leave the existing south sidewalk in place and credit costs associated with removal and replacement of 81 lf of 6' sidewalk – DEDUCT $3000, no change in contract time.

Change Estimate #2: To modify existing south sidewalk for 2 new trench drains, infill sections which have already been removed by others, add 3 new trench drains in the east sidewalk and modify 3 trench drains in the original drawings to match the revised detail as clarified by RFI #2 – ADD $5900, no change in contract time.

If this is acceptable, please issue a change order for the net total. If you have any questions please call.

Sincerely,

Martin K. Eby Construction Co., Inc.

Brian Truskett
Project Manager

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EBY CONSTRUCTION

COST ESTIMATE

JOB:	Wichita Airport Admin. Bldg											DATE:	06/03/09
	Sidewalk - #001												
Cost Code	DESCRIPTION	QUAN	UM	LABOR UNIT COST	LABOR SUBTOTAL	MATERIAL UNIT COST	MATERIAL SUBTOTAL	EQUIPMENT UNIT COST	EQUIPMENT SUBTOTAL	SUB UNIT COST	SUBS	LINE TOTAL	COMMENTS
	Demo Concrete	8.00	MH	$ 38.88	$ 311		$ -	$ -	$ 200		$ -	$ 511	
		8.00	MH	$ 32.46	$ 260		$ -		$ -		$ -	$ 260	
	Saw Cut Sub	1.00	LS	$ -	$ -		$ -		$ -		$ 150	$ 150	
		2.00	MH	$ 32.46	$ 65		$ -		$ -		$ -	$ 65	
	Form concrete, prep grade	8.00	MH	$ 38.88	$ 311		$ 600		$ -		$ -	$ 911	
		8.00	MH	$ 32.46	$ 260		$ -		$ -		$ -	$ 260	
	Place concrete, cure	3.00	MH	$ 38.88	$ 117		$ -		$ -		$ -	$ 117	
		3.00	MH	$ 32.46	$ 97		$ -		$ -		$ -	$ 97	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	Strip and cleanup	4.00	MH	$ 38.88	$ 156		$ -		$ -		$ -	$ 156	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
			MH	$ -	$ -		$ -		$ -		$ -	$ -	
	Engineering	2.00	MH	$ 51.00	$ 102		$ -		$ -		$ -	$ 102	
					$ -		$ -		$ -		$ -	$ -	
		45.00			$ -		$ -		$ -		$ -	$ -	
	COLUMN SUBTOTALS				$1,678		$600		$200		$150	$ 2,628	
	TOTALS CARRIED FORWARD				$1,678		$600		$200		$150	$ 2,628	BALANCE IS OK
										OH&P	15.0%	$ 394	
									BEFORE TAX SUBTOTAL			$ 3,022	
										SALES TAX	0.0%	$ -	
										TOTAL ESTIMATE		$ - 3,022	

99

7/13/20091:13 PM Page 1 01 - Sidewalks 15

CG #

CE #2

June 3, 2009

Mr. Dan Rouser
Kraybill Architect
230 Laura, Suite 105
Wichita, KS 67211

RE: Change Estimate #1 and #2
Correspondence #014

Dear Mr. Rouser,

Per your request to have Eby provide pricing for a credit to leave the south sidewalk in place and add four additional trench drains, we offer the following:

Change Estimate #1: To leave the existing south sidewalk in place and credit costs associated with removal and replacement of 81 lf of 6' sidewalk – DEDUCT $3000, no change in contract time.

Change Estimate #2: To modify existing south sidewalk for 2 new trench drains, infill sections which have already been removed by others, add 3 new trench drains in the east sidewalk and modify 3 trench drains in the original drawings to match the revised detail as clarified by RFI #2 – ADD $5900, no change in contract time.

If this is acceptable, please issue a change order for the net total. If you have any questions please call.

Sincerely,

Martin K. Eby Construction Co., Inc.

Brian Truskett
Project Manager

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EBY CONSTRUCTION **COST ESTIMATE**

JOB:	Wichita Airport Admin. Bldg											DATE:	06/03/09
	Site Concrete & Trench Drains - #002												
Cost				LABOR	LABOR	MATERIAL	MATERIAL	EQUIPMENT	EQUIPMENT	SUB UNIT	SUBS	LINE	COMMENTS
Code	DESCRIPTION	QUAN	UM	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL	COST		TOTAL	
	Demo Concrete	4.00	MH	$ 38.88	$ 156		$ -	$ -	$ 200		$ -	$ 356	
		4.00	MH	$ 32.46	$ 130		$ -		$ -		$ -	$ 130	
	Saw Cut Sub	1.00	LS	$ -	$ -		$ -		$ -		$ 150	$ 150	
		2.00	MH	$ 32.46	$ 65		$ -		$ -		$ -	$ 65	
	Form concrete, set angles	8.00	MH	$ 38.88	$ 311		$ 600		$ -		$ -	$ 911	
		8.00	MH	$ 32.46	$ 260		$ -		$ -		$ -	$ 260	
	Place concrete, cure	8.00	MH	$ 38.88	$ 311		$ -		$ -		$ -	$ 311	
		8.00	MH	$ 32.46	$ 260		$ -		$ -		$ -	$ 260	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	Trench Angle & Plate (Metal Arts)	4.00	MH	$ 38.88	$ 156		$ 1,600		$ -		$ -	$ 1,756	
		4.00	MH	$ 32.46	$ 130		$ -		$ -		$ -	$ 130	
	Cleanup	1.00	MH	$ 38.88	$ 39		$ -		$ -		$ -	$ 39	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	Add'l forming on original	6.00	MH	$ 38.88	$ 233		$ -		$ -		$ -	$ 233	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	Engineering	2.00	MH	$ 51.00	$ 102		$ -		$ -		$ -	$ 102	
	Supervision	2.00	MH	$ 51.00	$ 102		$ -		$ -		$ -	$ 102	
					$ -		$ -		$ -		$ -	$ -	
		52.00			$ -		$ -		$ -		$ -	$ -	
	COLUMN SUBTOTALS				$2,253		$2,200		$200		$150	$ 4,803	
	TOTALS CARRIED FORWARD				$2,253		$2,200		$200		$150	$ 4,803	BALANCE IS OK
										OH&P	15.0%	$ 720	
									BEFORE TAX SUBTOTAL			$ 5,524	
										SALES TAX	0.0%	$ -	
										TOTAL ESTIMATE		$ 5,524	

101

CE#7

<E42

1145 S. GORDON
PO BOX 13056
WICHITA, KS 67213
ph 316-942-7958
fax 316-942-7950

QUOTE

6/2/09

TO: EBY CONSTRUCTION ATTN: **BRIAN RATZLOFF**

Quoted by: Dana Corcoran dana@metalarts-wichita.com
Quote # 2125A
PROJECT: **WAA ADMINISTRATION BLDG.**

PER: REVISED TRENCH DRAIN QUANTITIES

5 EA **ADDITIONAL TRENCH DRAINS PER C1R, C2R, C3R**

1/4" FLOOR PLATE TO EXCEED SIDEWALK WIDTH BY 10"

INCLUDES EMBED SUPPORT ANGLES FOR SIDES OF PLATES

GALVANIZED

F.O.B. JOBSITE

EXCLUDES:
FIELD MEASUREMENTS
INSTALLATION
SALES TAX

FOR THE ADDITIONAL AMOUNT OF $1,600

CE #3

June 29, 2009

Mr. Dan Rouser
Kraybill Architect
230 Laura, Suite 105
Wichita, KS 67211

RE: Change Estimates #3, 4 & 5
Correspondence #058

Dear Mr. Rouser,

The following items have been requested as additional to the contact:

Change Estimate #3: Per Don Dearmont, provide one additional conduit from the basement to the north side of the north parking area – ADD $827, no change in contract time.

Change Estimate #4: Per RFI #9, Add 2(ea.) 4" conduits in lieu of 3(ea.) 2" conduits – ADD $662, no change in contract time.

Change Estimate #5: Relocate 3(ea.) can lights from room #015 to room #017 per RFQ #1 – ADD $485, no change in contract time.

If these are acceptable, please issue a change order for the net total. If you have any questions please call.

Sincerely,

Martin K. Eby Construction Co., Inc.

Brian Truskett
Project Manager

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EBY CONSTRUCTION

COST ESTIMATE

JOB Wichita Airport Admin. Bldg

DATE [illegible]

Spare conduit $ 003

Cost Code	DESCRIPTION	QUAN	UM	LABOR UNIT COST	LABOR SUBTOTAL	MATERIAL UNIT COST	MATERIAL SUBTOTAL	EQUIPMENT UNIT COST	EQUIPMENT SUBTOTAL	SUB UNIT COST	SUBS	LINE TOTAL	COMMENTS
					$ -		$ -	$ -	$ -		$ -	$ -	
					$ -		$ -		$		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$	$ -	
					$ -		$ -		$		$ -	$ -	
					$ -		$ -		$		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
	Dearinger	1.00	LS	$ -	$		$ -		$ -		$ 650	$ 650	
		0.00	MH		$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
		0.00	MH	$ -	$ -		$ -		$ -		$ -	$ -	
	Engineering	1.00	MH	$ 51.00	$ 51		$ -		$ -		$ -	$ 51	
					$ -		$ -		$ -		$ -	$ -	
		0.00			$ -		$ -		$ -		$ -	$ -	
	COLUMN SUBTOTALS				$51		$0		$0		$650	$ 701	
	TOTALS CARRIED FORWARD				$51		$0		$0		$650	$ 701	BALANCE IS OK

OH&P	15.0%	$ 105
BEFORE TAX SUBTOTAL		$ 806
SALES TAX	[illegible]	$ -
TOTAL ESTIMATE		$ 806

7/13/2009 11:59 AM

Page 1

03 - Spare conduit [illegible]

CE#3

Dearinger Electric

P.O. Box 4033
Wichita, KS 67204

Estimate

Date	Estimate #
6/30/2009	19

Name / Address
martin k. eby construction company

Project
airport administration

Description	Qty	Rate	Total
change order for adding a one inch conduit from building to north east pole location as per Don Dearborn's request		650.00	650.00
		Total	$650.00

Phone #	Fax #	E-mail	Web Site
(316)253-1617	(316)821-9332	kevin@dearingerelectric.com	www.dearingerelectric.com

June 29, 2009

Mr. Dan Rouser
Kraybill Architect
230 Laura, Suite 105
Wichita, KS 67211

RE: Change Estimates #3, 4 & 5
Correspondence #058

Dear Mr. Rouser,

The following items have been requested as additional to the contact:

Change Estimate #3: Per Don Dearmont, provide one additional conduit from the basement to the north side of the north parking area – ADD $827, no change in contract time.

Change Estimate #4: Per RFI #9, Add 2(ea.) 4" conduits in lieu of 3(ea.) 2" conduits – ADD $662, no change in contract time.

Change Estimate #5: Relocate 3(ea.) can lights from room #015 to room #017 per RFQ #1 – ADD $485, no change in contract time.

If these are acceptable, please issue a change order for the net total. If you have any questions please call.

Sincerely,

Martin K. Eby Construction Co., Inc.

Brian Truskett
Project Manager

REQUEST FOR QUOTATION – Number One

DATE: June 25, 2009

PROJECT: Wichita Airport Administration Addition and Remodel

ARCHITECT'S PROJECT NO: 0605

TO: Martin K. Eby Construction

Request for Quotation:

Please submit a quotation for each proposed change listed herein. A Change Order or Field Order will be prepared for those items accepted by the Owner

---

Description of proposed changes:

Add three can lights to Room #017 that match existing can light fixtures. Use existing fixtures from Room #015. Fixtures to be located according to Ms. Linda Turley, occupant.

Existing troffer fixtures are to remain.

Switching is from the existing can lights.

EBY CONSTRUCTION **COST ESTIMATE**

JOB:	Wichita Airport Admin. Bldg											DATE:	06/29/09
	Lighting Changes 015, 017 - #005												
Cost Code	DESCRIPTION	QUAN	UM	LABOR UNIT COST	LABOR SUBTOTAL	MATERIAL UNIT COST	MATERIAL SUBTOTAL	EQUIPMENT UNIT COST	EQUIPMENT SUBTOTAL	SUB UNIT COST	SUBS	LINE TOTAL	COMMENTS
	Fix Ceiling Grid	2.00	MH	$ 38.88	$ 78		$ -	$ -	$ -		$ -	$ 78	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
	Dearinger	1.00	LS	$ -	$ -		$ -		$ -	$ -	$ 300	$ 300	
				$ -	$ -		$ -		$ -		$ -	$ -	
				$ -	$ -		$ -		$ -		$ -	$ -	
				$ -	$ -		$ -		$ -		$ -	$ -	
				$ -	$ -		$ -		$ -		$ -	$ -	
	Engineering	1.00	MH	$ 51.00	$ 51		$ -		$ -		$ -	$ 51	
					$ -		$ -		$ -		$ -	$ -	
		2.00			$ -		$ -		$ -		$ -	$ -	
	COLUMN SUBTOTALS				$129		$0		$0		$300	$ 429	
	TOTALS CARRIED FORWARD				$129		$0		$0		$300	$ 429	BALANCE IS OK
										OH&P	15.0%	$ 64	
									BEFORE TAX SUBTOTAL			$ 493	
										SALES TAX	0.0%	$ -	
											TOTAL ESTIMATE	$ 493	

108

CE #5

CE#5

Dearinger Electric

P.O. Box 4033
Wichita, KS 67204

Estimate

Date	Estimate #
7/8/2009	20

Name / Address
martin k. eby construction company

Project
airport administratio...

Description	Qty	Rate	Total
rework 3 can lights		300.00	300.00
		Total	$300.00

Phone #	Fax #	E-mail	Web Site
(316)253-1617	(316)821-9332	kevin@dearingerelectric.com	www.dearingerelectric.com

June 29, 2009

Mr. Dan Rouser
Kraybill Architect
230 Laura, Suite 105
Wichita, KS 67211

RE: Change Estimates #3, 4 & 5
Correspondence #058

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Change Estimate #5: Relocate 3(ea.) can lights from room #015 to room #017 per RFQ #1 – ADD $485, no change in contract time.

If these are acceptable, please issue a change order for the net total. If you have any questions please call.

Sincerely,

Martin K. Eby Construction Co., Inc.

Brian Truskett
Project Manager

EBY CONSTRUCTION

COST ESTIMATE

JOB: Wichita Airport Admin. Bldg

DATE: 06/29/09

Conduit Changes - #004

Cost Code	DESCRIPTION	QUAN	UM	LABOR UNIT COST	LABOR SUBTOTAL	MATERIAL UNIT COST	MATERIAL SUBTOTAL	EQUIPMENT UNIT COST	EQUIPMENT SUBTOTAL	SUB UNIT COST	SUBS	LINE TOTAL	COMMENTS
					$ -		$ -	$ -	$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
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	Dearinger	1.00	LS	$ -	$ -		$ -		$ -	$ -	$ 500	$ 500	
					$ -		$ -		$ -		$ -	$ -	
					$ -		$ -		$ -		$ -	$ -	
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	Engineering	1.00	MH	$ 51.00	$ 51		$ -		$ -		$ -	$ 51	
					$ -		$ -		$ -		$ -	$ -	
		0.00			$ -		$ -		$ -		$ -	$ -	
	COLUMN SUBTOTALS				$51		$0		$0		$500	$ 551	
	TOTALS CARRIED FORWARD				$51		$0		$0		$500	$ 551	BALANCE IS OK
										OH&P	15.0%	$ 83	
									BEFORE TAX SUBTOTAL			$ 634	
										SALES TAX	0.0%	$ -	
										TOTAL ESTIMATE		$ 634	

111

CE#4

Dearinger Electric
P.O. Box 4033
Wichita, KS 67204

Estimate

Date	Estimate #
6/17/2009	15

Name / Address
martin k. eby construction company

Project
airport administratio...

Description	Qty	Rate	Total
supply 2 four inch conduits as chase in bathrooms instead of 2 inch conduits		500.00	500.00
		Total	$500.00

Phone #	Fax #	E-mail	Web Site
(316)253-1617	(316)821-9332	kevin@dearingerelectric.com	www.dearingerelectric.com

CE#6

KIRK

July 13, 2009

Martin K. Eby Construction, Inc.
610 N. Main
Wichita, KS 67201 - 1679
(316) 268-3586 Fax (316) 268-3581
Attn.: Mr. Brian Truskett

Re: Request for change on the WAA Admin. Building Remodel located at 2173 Air Cargo Rd. in Wichita, KS

The following is the additional costs which have been incurred by Kirk Excavating Service, Inc. on or about June 24, 2009 for the additional hauling of two loads of conc. debris from the above mentioned project.

Triaxle Dump Trk. (Rough).	2hrs @ $ 75.00/hr =	$ 150.00
		$ 150.00

Total amount requested for the above listed change: **$ 150.00**

Respectfully Submitted,

Travis L. Kelly
Project Manager
Kirk Excavating Service, Inc.

1903 NORTH MAIZE ROAD WICHITA, KANSAS 67212 (316) 722-2631

City of Wichita
City Council Meeting
January 5, 2010

TO: Wichita Airport Authority

SUBJECT: Change Order #1 for
1761 and 1801 Airport Road Parking Lot Improvements
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: The Federal Aviation Administration (FAA) currently leases facilities located at 1761 and 1801 Airport Road on Wichita Mid-Continent Airport. The FAA desired improvements to the parking lots at each of these facilities. The project was approved by the Wichita Airport Authority on November 16, 2004.

Analysis: During construction existing underground electrical lines were found to be in the way of construction and needed relocation, plus the communications handhole required enlargement to a manhole to accommodate future growth. The proposed change order is to remove existing underground electrical lines and re-route the power through the basement of the 1761 Building. Also included is installation of a 3-piece communications manhole north of the 1761 building parking lot. The communications manhole is a custom built structure installed around live telephone cable.

Financial Considerations: The change order in the amount of $33,616 represents a 4% increase and is included in the current budget of $1,240,000 and will be funded with General Obligation Bonds paid for with airport revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through infrastructure improvements to allow tenant development.

Legal Considerations: The Law Department has approved the change order as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Attachments: Change Order #1.

CHANGE ORDER

Date: December 11, 2009 No. 1

OWNER'S Project No. 454358 FAA Project No.

Project: 1761 and 1801 Airport Road Parking Lot Improvements

Contractor: Dondlinger & Sons Construction Contract Date:

Nature of changes:

The Proposed Change Order No. 1 is to remove existing electric lines and conduits from the exterior and to re-route the power through the basement of the 1761 Building to feed the north end of the 1761 Building. Also included is to install a 3 piece communications manhole north of the 1761 Airport Road parking lot.

Additional Bid Items:

See Attached.

Attachments:

Change Order No. 1 – Bid Items and Costs
WAA Approval Letter – Cost – Electrical Conduits
WAA Approval Letter – Time – Electrical Conduits
Proposed Change Order #4
WAA Approval Letter – 3 Piece Comm. Manhole
Proposed Change Order #1

RECEIVED
DEC 11 2009
AIRPORT ENGINEERING

These changes result in the following adjustment of Contract price and Contract time:

Contract price prior to this Change Order	$ 939,474.95
Net (increase) ~~(decrease)~~ resulting from this Change Order	$ 33,616.00
Current Contract price including this Change Order	$ 973,090.95

Contract time prior to this Change Order 120 Calendar Days
(Days ~~or Date~~)

Net (increase) ~~(decrease)~~ resulting from this Change Order 14 Days (increase)
(Days)

Current Contract time including this Change Order 134 Calendar Days
(Days ~~or Date~~)

The changes are accepted.

Date: 12-11-09

CONTRACTOR

The changes are approved.

Date: 12-14-09

ENGINEER

You are directed to make the changes noted:

Dated: _____

OWNER

Approved as to Form

CERTIFIED ENGINEERING DESIGN, P.A.
810 W. Douglas, Suite C
Wichita, KS 67203
(316) 262-8808

CHANGE ORDER NO. 1
1761 AND 1801 AIRPORT ROAD BUILDING PARKING LOT IMPROVEMENTS
December 11, 2009

Type of Work: 1761 and 1801 Building Parking Lot Reconstruction

Location: Mid-Continent Airport, Wichita, Kansas

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Electrical Conduits				
Demolition of Conductors	L.S.	Lump Sum	$ 1,660.00	$ 1,660.00
Demolition of Conduits under New P+avement	L.S.	Lump Sum	$ 1,740.00	$ 1,740.00
Demo Balance of Conduits in Dirt up to Ex. Sdwlk.	L.S.	Lump Sum	$ 380.00	$ 380.00
Furnish and Install 2-4" EMT Conduits in Basement	L.S.	Lump Sum	$ 5,410.00	$ 5,410.00
Furnish and Install New 500 MCM & #3 Conductors	L.S.	Lump Sum	$ 12,800.00	$ 12,800.00
Disconnect and Make-up Panels, Furnish 2 Breakers	L.S.	Lump Sum	$ 5,570.00	$ 5,570.00
Contractors 10% Markup	L.S.	Lump Sum	$ 2,756.00	$ 2,756.00
3 Piece Comm. Manhole				
Added Cost for 3 Piece Manhole	L.S.	Lump Sum	$ 3,000.00	$ 3,000.00
Contractors 10% Markup	L.S.	Lump Sum	$ 300.00	$ 300.00
	Total			**$ 33,616.00**
Paul Cater, P.E.				
CERTIFIED ENGINEERING DESIGN, P.A.				

CITY OF
WICHITA

Wichita Airport Authority

FAXED
SEP 10 2009
8:40 a.m.

September 10, 2009

Paul Cater
Certified Engineering Design
810 W. Douglas, Suite C
Wichita, KS 67203-6105

Re: Wichita Mid-Continent Airport
FAA Office Buildings Parking Lots Reconstruction

Dear Mr. Cater:

We will accept the contractor's price of $30,316.00 for the changes to the electrical cabling as described in the contractor's proposal of September 3, 2009. The exiting cabling shall be salvaged to the Owner. There is no change in contractor time for this work.

Incorporate this work into the next change order.

Wichita Airport Authority

John Oswald

John Oswald, P. E.
Airport Engineering and Planning Manager

cc: Don Dearmont

2173 Air Cargo Road • P.O. Box 9130 • Wichita, Kansas 67277-0130

T 316.946.4700 F 316.946.4793

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09/10/2009 08:37 3169461898 WAA PAGE 01/01

CITY OF
WICHITA

Wichita Airport Authority

FAXED
SEP 15 2009
10:30 a.m.

September 15, 2009

Paul Cater
Certified Engineering Design
810 W. Douglas, Suite C
Wichita, KS 67203-6105

Re: Wichita Mid-Continent Airport
FAA Office Buildings Parking Lots Reconstruction

Dear Mr. Cater:

My September 10, 2009 letter on the electrical cabling change to the project indicated there was no change in contract time. After meeting with you and the contractor yesterday and better understanding the issue we will accept a 14 calendar day time extension due to the delay on resolving the underground utility issue.

The issue of starting on a portion of Phase II before the completion of Phase I is acceptable under these conditions:

- The far west area of Phase I as well as the east side is cleaned, fully open and marked. Contractor shall not use this area (such as for storing materials and parking vehicles). Temporary markings may be acceptable, with our prior approval of the details, if done as per the marking plan and at no cost to us. I will expect the landscaping work to be completed so as to not interfere with the parking.

- The close in area on the west side of 1761 is available for the contractor to finish as soon as possible and then open for parking. The contractor indicates their work will be completed within two weeks, without weather delays.

- The Phase II area available for early occupancy is the parking lot on the east side of the 1801 building, north of the south driveway. The sidewalk needs to remain open until the contractor has access to all of Phase II. At my meeting today with the FAA they were told the early occupancy would begin no earlier

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than this Friday. If the contractor wishes to do this earlier let me know so I can give the FAA notice.

If these conditions are not acceptable to the contractor then completing Phase I before starting Phase II is the other choice. Let me know soon so the FAA can be advised.

WICHITA AIRPORT AUTHORITY

John Oswald

John M. Oswald, P.E.
Airport Engineering and Planning Division Manager

JMO\lfb

cc: Don Dearmont, Construction Superintendent

Dondlinger & Sons Const. Co., Inc.

P.O. Box 398
2656 S. Sheridan
Wichita, Kansas 67201

Phone: 316-945-0555
Fax: 316-945-9009

PROPOSED CHANGE ORDER
No. 00004

TITLE: Electrical Re-routing at 1761 Bldg

DATE: 9/3/2009

PROJECT: COW - Airport Parking Lot Imp.

JOB: 29-028

TO: Wichita Airport Authority
2173 Air Cargo Rd.
Wichita, Kansas 67277

CONTRACT NO:

ATTN: Don Dearmont

RE: PCO **To:** WAA **From:** D&S **Number:** 5

DESCRIPTION OF PROPOSAL

Below is a proposed change order to remove existing electric lines and to provide re-routing power through the basement of the 1761 building. Attached is Atlas's breakout of the cost associated with this work. Please call if you have questions. We need to get this issue resolved quickly, it is delaying our paving activity in the center lot and our need to switch to phase II.

As a recap this change order includes the following:

Costs incurred thus far for potholing
Compacted dirt backfill over the removal area outside the building
Demolition of the existing Conduits and Conductors
Furnishing and installing 2-4" EMT conduits & #3 conductors
Furnishing and installing disconnect panels and 2 breakers
Disconnect and makeup panels and disconnects

Per the attached quote from Atlas Electric and based on information provided to us from the FAA it appears that the north half of the building is on a different power supply than the south half - the half that the FAA's equipment is in. We should not effect their operations.

Please be advised that Dondlinger & Sons considers this work as being added to the original scope of the project which constitutes a delay to the construction schedule. Once the full extent of this delay is known Dondlinger & Sons will submit a request for an extension of contract time.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Demo Conductors		1.000	LS	$1,660.00	0.00%	$0.00	$1,660.00
00003	Demo Balance of Conduits in Dirt up to Existing Sidewalk		1.000	LS	$1,740.00	0.00%	$0.00	$1,740.00
00002	Demo Conduits Under New Pvmt		1.000	LS	$380.00	0.00%	$0.00	$380.00
00004	Furnish and Install 2-4" EMT Conduits in Basement		1.000	LS	$5,410.00	0.00%	$0.00	$5,410.00
00005	Furnish and Install New 500 MCM & # 3 Conductors		1.000	LS	$12,800.00	0.00%	$0.00	$12,800.00
00006	Disconnect and Make Up panels and furnish 2 breakers		1.000	LS	$5,570.00	0.00%	$0.00	$5,570.00

APPROVAL:

By: Robert Shinn
Bob Shinn

By: _____
Don Dearmont

Date: _____

Date: _____

Expedition ®

Dondlinger & Sons Const. Co., Inc.

P.O. Box 398
2656 S. Sheridan
Wichita, Kansas 67201
Phone: 316-945-0555
Fax: 316-945-9009

PROPOSED CHANGE ORDER
No. 00004

TITLE: Electrical Re-routing at 1761 Bldg

DATE: 9/3/2009

PROJECT: COW - Airport Parking Lot Imp.

JOB: 29-028

TO: Wichita Airport Authority
2173 Air Cargo Rd.
Wichita, Kansas 67277

CONTRACT NO:

ATTN: Don Dearmont

RE: PCO **To:** WAA **From:** D&S **Number:** 5

DESCRIPTION OF PROPOSAL

Item Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00007 GC Mark Up 10%		1.000	LS	$2,756.00	0.00%	$0.00	$2,756.00

Unit Cost:	**$30,316.00**
Unit Tax:	**$0.00**
Lump Sum:	**$0.00**
Lump Tax:	**$0.00**
Total:	**$30,316.00**

APPROVAL:

By: Robert Shinn
Bob Shinn

By: _____
Don Dearmont

Date: _____

Date: _____

ATLAS ELECTRIC L.L.C.

Dondlinger and Sons Construction

August 27, 2009

Atten Bob Shinn

Re: Service Rework REV 3

Atlas Electric LLC is pleased to offer the following

	Material	Labor
1) Demo conductors (38 hrs)	$ 0.00	$1,660.00
2) Demo conduits under new pavement	$ 0.00	$380.00
3) Demo balance of conduits in dirt up to existing sidewalk	$ 0.00	$1,740.00
4) Furnish and install 2-4" EMT conduits (48 hrs)	$ 3,320.00	$2,090.00
5) Furnish and install new 500 MCM & #3 conductors (50 hrs)	$10,600 00	$2,200.00
6) Disconnect and makeup panels and furnish 2 breakers (11 hrs)	$ 5,000.00	$570.00

Labor	$8,640.00
Material	$18,920.00
Total	**$27,560.00**

Per my conversation with Ernie with the FAA, the panels we will refeed, feed the north part of the building and shutting them down will not affect their operations. Power will be off 1 day in the north part of the building.

Excluded: Bond
Sales tax

Respectfully
Douglas Grosch
Douglas Grosch

1607 N. Wabash, 67214 • Wichita, KS
(316) 858-1560 • Fax (316) 858-1564

CITY OF
WICHITA

Wichita Airport Authority

August 27, 2009

Paul Cater
Certified Engineering Design
810. W. Douglas, Suite C
Wichita, KS 67203-6105

Re: Wichita Mid-Continent Airport
FAA Offices Parking Lots Reconstruction

Dear Mr. Cater:

We will accept the contractor's price of $3,300.00 as noted in your August 25, 2009 E-mail understanding there is no change in contract time.

Incorporate this work into the next change order.

WICHITA AIRPORT AUTHORITY

John M. Oswald, P.E.
Airport Engineering and Planning Division Manager

JMO\lfb

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P.O. Box 398
2656 S. Sheridan
Wichita, Kansas 67201
Phone: 316-945-0555
Fax: 316-945-9009

PROPOSED CHANGE ORDER
No. 00001

TITLE: 1761 Hand Hole to Man Hole

DATE: 8/11/2009

PROJECT: COW - Airport Parking Lot Imp.

JOB: 29-028

TO: Wichita Airport Authority
2173 Air Cargo Rd.
Wichita, Kansas 67277

CONTRACT NO: 1

ATTN: Don Dearmont

RE: COR **To:** WAA **From:** D&S **Number:** 1

DESCRIPTION OF PROPOSAL

Below is a proposed change order to install a full manhole in lieu of a hand hole north of the north entrance road to the 1761 building. In order to get this manhole to fit around the existing cable(s) it will have to be made in three parts - two lower manhole sections and a lid - not like the regular 2 piece manhole priced on the contract. In addition Atlas will have to perform more excavation than normal to facilitate sliding the bottom section under the cables - again not like a regular manhole. Attached is Atlas's breakout of the cost associated with this work. Please call if you have questions, we need to get Atlas moving on this so the manhole can be fabricated.

It is understood that there will be a quantity adjustment increasing the number of manholes by 1ea @ $16300 and an adjustment reducing the number of handholes by 1ea @ $9900.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00003	Added Cost for 3 Piece Manhole		1.000	LS	$3,000.00	0.00%	$0.00	$3,000.00
00004	GC Mark Up 10%		1.000	LS	$300.00	0.00%	$0.00	$300.00

Unit Cost:	**$3,300.00**
Unit Tax:	**$0.00**
Lump Sum:	**$0.00**
Lump Tax:	**$0.00**
Total:	**$3,300.00**

APPROVAL:

By: Robert Shinn
Bob Shinn

By: _____
Don Dearmont

Date: _____

Date: _____

Expedition ®

ATLAS ELECTRIC L.L.C.

Dondlinger and Sons Construction August 11, 2009

Atten Bob Shinn

Re: WAA Parking Lot Imp. Manhole

Atlas Electric LLC is pleased to offer the following:

1) The additional cost of installing a manhole in place of a handhole are as follows

A) Dig and backfill larger hole to allow bottom ½ of man hole to be slid under conduit and cables	$1,350.00
B) Additional cost of special built manhole	$ 400.00
C) Cost to infill windows where conduits and cables enter manhole	$1,250.00

2) Unit cost of manhole in original quote	$16,300.00
	$19,300.00

Excluded: Bond
Sales tax

Respectfully
Douglas Grosch
Douglas Grosch

1607 N. Wabash, 67214 • Wichita, KS
(316) 858-1560 • Fax (316) 858-1564

Agenda Item No. IX-3

City of Wichita
City Council Meeting
January 5, 2010

TO: Wichita Airport Authority

SUBJECT: Technical Support Program Agreement – SimplexGrinnell LP

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: The Wichita Airport Authority is the owner and operator of a Computer Controlled Access System (CCAS) consisting of computer controlled closed circuit TV surveillance, access control, alarm, and access card/I.D. media issuing system, and it is necessary to obtain professional maintenance and technical support services for the system. In order for the CCAS to operate properly in accordance with Transportation Security Administration (TSA) regulations Part 1542, it is necessary to perform preventive maintenance, software support, maintenance, repairs, and improvements. The previous Technical Support Program Agreement has expired, and services are currently provided on an interim basis under a time and materials service agreement.

On September 22, 2009 the WAA issued a Request for Proposal (RFP) through the City of Wichita Purchasing Division to solicit proposals from companies interested in providing the professional maintenance and technical support services for the CCAS. Three (3) proposals were received from the following companies: SimplexGrinnell LP, Siemens Building Technologies, and Building Controls and Services, Inc. On October 30, 2009, a Staff Screening and Selection Committee, consisting of members from Purchasing, Finance, Public Works, Law and Airport Departments convened to interview all three (3) proposers.

Based upon their qualifications, experience and fee proposal, SimplexGrinnell LP was unanimously selected by the Staff Screening and Selection Committee as the top-ranked proposer.

Analysis: Airport staff is comfortable with the competitive selection of SimplexGrinnell LP to perform professional maintenance and technical support services of the CCAS, and believes that the Agreement is mutually beneficial to both parties.

Financial Considerations: The Agreement term is for a period of two (2) years, with three (3) successive one (1) year options as mutually agreed to by both parties. The Agreement sets forth a (flat-rate) annual fee of $118,668 payable by the WAA on a monthly basis. Funds are available for these contractual services in the Airport Operating Budget. There is also a cancellation clause in the Agreement which allows the WAA to cancel the Agreement at any time upon sixty (60) days written notice to the Contractor.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through providing services which enhance the safety and security of the Airport facilities.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the agreement and authorize the necessary signatures.

Attachment: Technical Support Program Agreement.

Technical Support

Program

Agreement

Between

SimplexGrinnell LP

and

Wichita Airport Authority

Wichita Mid-Continent Airport

2173 Air Cargo Road

Wichita, Kansas 67209

THIS AGREEMENT is made and entered into this 5th day of January, 2010, by and between **SimplexGrinnell LP** (hereinafter referred to as Contractor), and the **Wichita Airport Authority** (hereinafter referred to as Authority).

WHEREAS the Authority is the owner and operator of a computer controlled surveillance, access control, alarm, and access/I.D. media issuing system on Mid-Continent Airport, and desires to obtain professional technical support and maintenance services to support this system; and

WHEREAS the provisions of this Agreement shall be applicable to all equipment as detailed in Attachment B.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth, the parties agree to perform under this Agreement and in accordance with the documents identified as follows, which are attached hereto and made a part hereof:

Attachment A: Specifications for Technical Support Program; and

Attachment B: Maintained Equipment Listing.

1. GENERAL

The Wichita Airport Authority is the owner and operator of the Wichita Mid-Continent Airport, located at 2173 Air Cargo Rd., Wichita, KS 67209. As a result of TSR Part 1542, the Authority is required to install, operate and maintain an airport security system. The Computer Controlled Access System, consisting of a computer controlled surveillance, access control, alarm, and access/I.D. media issuing system on Mid-Continent Airport, referred to hereafter as "CCAS" serves this function.

In order for the CCAS to operate properly in accordance with TSR Part 1542, it is necessary to perform preventive maintenance, software support, and repairs. The Authority enters into this Technical Support Program Agreement for the express purpose to perform, or cause to be performed, routine preventive maintenance, software support, and repairs to the CCAS, including all hardware and software associated with the system, as set forth in the Specifications for Technical Support Program - Attachment A. As a prerequisite, the maintenance service Contractor shall initially demonstrate and continue to maintain the minimum qualifications specified in Attachment A.

2. SCOPE OF SERVICES

Contractor shall provide to the Authority all commodities, labor, and technical support services specified in this Agreement, and Attachments A and B, which are incorporated herein by this reference the same as if they were fully set forth. All commodities, labor, and technical support services shall be provided by the Contractor to the Authority seven (7) days per week, three hundred and sixty-five (365) days per year in consideration for the Annual Fee(s) set forth under section 5. Except as provided under section 5, all services shall be provided and included as a "flat-rate" annual fee (computed and payable on a monthly basis), and without exception for after normal business hours, weekends, or holidays.

3. INDEPENDENT CONTRACTOR

The relationship of the Contractor to the Authority will be that of an independent contractor. No employee or agent of the Contractor shall be considered an employee of the Authority.

4. SUPERSEDES PREVIOUS AGREEMENTS

This Agreement supersedes all previous technical support program agreements between the Authority and the Contractor (if any), and all amendments or renewals thereto.

5. FEES AND CHARGES

Authority agrees to pay to Contractor, and Contractor agrees to accept from Authority in full and complete payment for successful performance of Contractor under the terms and conditions of this Agreement, the following (flat-rate) Annual Fees, computed and payable on a monthly basis, as set forth below:

Agreement Period	Annual Fee
January 5, 2010 – January 4, 2011	$118,668.00
January 5, 2011 – January 4, 2012	$118,668.00
January 5, 2012 – January 4, 2013	$118,668.00
January 5, 2013 – January 4, 2014	$118,668.00
January 5, 2014 – January 4, 2015	$118,668.00

The total monthly installments for all services specified herein shall commence on the Agreement Start Date. Contractor shall submit to the Authority by the fifteenth (15th) day of each month, and at least thirty (30) calendar days after the contract date, and throughout the term of the Agreement an invoice, in form and detail satisfactory to the Authority, showing the total installment due for the previous month.

Contractor shall invoice the Authority for all charges, in accordance with this Agreement, and payment shall be due thirty (30) calendar days after date of invoice. If Contractor does not receive payment within ten (10) calendar days after the invoice due date, and unless the Authority and Contractor have agreed to other payment terms mutually acceptable to both parties, the Authority will pay a late charge of 1.25% per month or the greater of 15% per annum or the maximum amount permitted by law on such payment. Any such late charges, if assessed, will be considered part of the Authority's obligations to Contractor. In the event the Authority disputes any portion or all of an invoice, it shall notify Contractor in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) calendar days of the date of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Contractor.

The Authority shall not be obligated to pay the Contractor for the purchase, lease or rental of special tools, equipment, or maintenance software which may be necessary in the performance of this Agreement.

The Contractor may permanently or from time to time during the term of the Agreement, engage the services of a third party contractor to perform certain services and functions required under the Agreement. However, the Authority shall reserve the right to approve all third party contractors associated with the Agreement. The Authority shall not be directly invoiced, nor shall it be obligated to pay for the services performed by third-party contractors, for services provided on behalf of the Contractor in the performance of this Agreement.

The Contractor shall submit to the Authority, a schedule of rates and charges (including, but not limited to, normal and after-hours labor rates, call-out fees, travel charges, and component and equipment discounts if appropriate). This schedule of rates and charges shall be maintained on file with the Authority, and amended as necessary from time-to-time by the Contractor. The most current schedule of rates and charges on file with the Authority shall be utilized and referenced for the purposes of establishing and maintaining current rates and charges to be applied to services requested by the Authority, and/or considered to be beyond the scope of this Agreement. Such schedule of rates and charges shall not be considered a part of or attachment to this Agreement.

6. TERM

The Initial Term of this Agreement shall be for a two (2) year term commencing on January 5, 2010 ("Agreement Start Date"), and have an effective ending date of January 4, 2012 (hereinafter referred to as the "Initial Term"); and, with options to renew the Agreement under the same terms and conditions for three (3) successive one (1) year terms by mutual agreement of the parties hereto (hereinafter referred to as the "Renewal Options").

7. CANCELLATION

This Agreement may be cancelled by the Authority, at its discretion and without cause, at any time within the original Term, or within any successive Renewal Option periods upon sixty (60) days written notice to the Contractor.

This Agreement may be cancelled by the Contractor, at its discretion and without cause, at any time within the original Term, or within any successive Renewal Option periods upon one hundred twenty (120) days written notice to the Authority.

8. MAINTENANCE SERVICE

The Contractor will provide maintenance service for the equipment listed in Attachment B, referred to hereafter as "Maintained Equipment," in accordance with the provisions of this Agreement and Attachment A. Maintenance service is intended to keep the

Maintained Equipment in, or restored to, manufacturer's specifications, but does not assure uninterrupted operation of the Maintained Equipment. The Contractor shall have full and free access to the Maintained Equipment.

To the greatest extent possible and within the limits of its capability, the Authority shall maintain site environmental conditions throughout the term of this Agreement in accordance with the parameters recommended by the Contractor for the Maintained Equipment.

Modifications, additions, upgrades, accessories, attachments, features or devices may not be added to the Maintained Equipment listed in Attachment B without the prior mutual consent and agreement of scope and fees by both parties, and duly executed amendment to this Agreement. Equipment may be reduced or increased to the Maintained Equipment list, and/or the Contractor may perform modifications to the Maintained Equipment subject to adjustment of FEES AND CHARGES as mutually agreed upon by both parties, and amendment made to this Agreement. Such modifications shall be made at a time mutually agreeable to the Authority and the Contractor. In the event there are reductions or additions in equipment and/or services required of the Maintained Equipment, a reduction or increase in the FEES AND CHARGES may be implemented by amendment to this Agreement. In such events, the Contractor shall within thirty (30) calendar days from request of the Authority, provide the Authority with a written proposal for amendment of FEES AND CHARGES reflecting the proposed reduction or increase in equipment and/or services required.

The Authority may, at its own undertaking and expense and when necessary, perform certain duties and services of a housekeeping nature, such as but not limited to, the replacement of such consumables as printer ribbons, cartridges, paper, and other minor support accessories and supplies.

Contractor shall not be responsible for servicing tags, labels, pedestal covers, access cards, printer material or other cabinetry.

With prior notice to and approval of the Authority, the Authority will be charged at Contractor's applicable schedule of rates and charges then in effect for service (including labor, travel charges, parts and materials) requested or required as a result of:

a) relocation of existing Maintained Equipment;

b) modification, upgrade, or replacement of existing Maintained Equipment;

c) service calls prompted by systems alarming due to tag proximity (migrating tags);

d) accident, natural disaster, lightning or other acts of God; misuse (including, but not limited to, use of the Maintained Equipment not in accordance with Contractor's specifications or operational procedures); neglect, abuse,

alterations, adjustments, repairs or maintenance not performed by the Contractor;

With the exception of parts trade-in or exchange, and only with the prior approval of the Authority, parts removed by Contractor shall become the property of Authority. Any maintenance aids provided by the Contractor in the performance of this Agreement, including, but not limited to, maintenance software, tools, test hardware and equipment are the property of the Contractor, and the Authority shall have no rights thereto unless specifically agreed to by both parties.

If any item of Maintained Equipment is, in the Contractor's opinion, in need of refurbishment, overhaul or upgrade, the Contractor shall submit to the Authority a description of the necessary refurbishment, and the Contractor's proposed charges to the Authority for such refurbishment. The Authority retains the sole right to determine if such proposed refurbishment, overhaul or upgrade shall be undertaken.

Rental charges for special equipment required to access Maintained Equipment in the performance of this Agreement, such as fork lifts, man lifts, cherry pickers, etc. shall be paid by the Authority, or the Authority may elect to provide such equipment.

9. WARRANTY

Except as provided in this Agreement, all equipment manufactured by the Contractor or bearing its nameplate is warranted to be free from defects in material and workmanship arising from normal use and service for one (1) year from the earlier of the date installed by the Contractor or date of first beneficial use. Except as provided in this Agreement, labor for all services under this Agreement is warranted to be free from defects for one (1) year after the earlier of the date the services are substantially completed or date of first beneficial use. The limited warranties set forth above shall be void, and shall not apply to any work (i) repaired, altered or improperly installed by any person other than the Contractor or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per the Contractor or the manufacturer's instructions, or otherwise subjected to accident or damage. The Contractor assigns to the Authority, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such products, parts, components, equipment, hardware, and software provided under this Agreement, and will assist the Authority with all reasonable diligence to enforce such assigned warranties. Such limited warranty only extends to the Authority, and not to any subsequent owner. The Authority's remedy for any loss or component failure not conforming with the warranty limits described herein is limited to (i) repair or replacement of defective components of covered Product; or (ii) re-performance of the defective portion of the services; or (iii) to the extent previously paid, the issuance of a credit or refund for the original purchase price of such defective component or portion of the work. The Contractor shall not be required to repair or replace more than the component(s) of the work actually found to be defective.

Repaired or replaced work will be warranted hereunder only for the remaining portion of the original warranty period. The express limited warranties provided above are in lieu of and exclude all other warranties, statutory, express, or implied, including without limitation any warranty of merchantability or fitness for a particular purpose, which are hereby expressly disclaimed. The limited express warranties and representations set forth in this Agreement may only be modified or supplemented in writing signed by a duly authorized corporate officer of the Contractor.

The Contractor shall retain one (1) copy, and shall provide to the Authority one (1) original copy of all warranty documents and certificates for parts, equipment, hardware, software, and services provided in the performance of this Agreement, and shall further advise the Authority when any work is performed, or software or components repaired or replaced under the warranty provisions herein.

10. INDEMNITY

Contractor shall protect, defend and hold Authority and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement, or the fault or negligence of Contractor's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Authority. The Authority shall give to Contractor reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or early termination of this Agreement.

Authority shall protect, defend and hold Contractor and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, court costs and expert fees), of any nature whatsoever arising out of Authority's operation of the Airport or the fault or negligence of Authority's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Contractor. The Contractor shall give to Authority reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or early termination of this Agreement.

No party to this Agreement shall be liable to the other party to this Agreement for loss of use, diminution of value, consequential, special, indirect or exemplary damages, including, but not limited to, loss of profits arising out of the services performed herein.

The Contractor shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including, but not limited to, acts or omissions by the Authority or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such circumstances, the Contractor shall be excused from performance of the work and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period.

With the exception of negligence and willful misconduct of the Contractor, should Contractor be found liable for any loss, damage or injury arising from a failure of the equipment, service, or maintenance thereof, in any respect, the Contractor's liability amount shall be limited to five (5) times the total compensation provided under this Agreement.

11. INSURANCE

All insurance shall be issued by insurers of recognized financial responsibility acceptable to the Authority and shall name Contractor, Authority, the City of Wichita and other such persons and entities as the Authority may designate as loss payees to the extent of their interest thereunder. In addition, Contractor shall obtain and maintain insurance of the following types and amounts issued by insurers of recognized financial responsibility acceptable to the Authority. Except for Workers' Compensation, with respect to Contractor's obligations under this Agreement, such insurance shall name as additional insureds, the Authority, and such other persons the Authority may designate in writing in advance of the purchase of such insurance, covering the operations, activities and services of Contractor under this Agreement. Contractor shall cause certificate(s) of insurance to be furnished to the Authority certifying that all the insurance coverage required pursuant to this Section is in effect and providing that it shall not be cancelable or materially reduced except upon thirty (30) days' written notice to the Authority, and to such other persons and entities as the Authority may designate of such proposed cancellation or reduction. The certificate, with respect to the Contractor's General Liability Coverage shall state that, with respect to Contractor's obligations under this Agreement, such coverage is primary insurance, over and above any other valid and collectible insurance issued to any of the additional insureds thereunder, is without right of contribution from any insurance carried by the Authority or any other additional insured, insurers shall agree to waive any rights of subrogation they may or could have against any of the additional insureds and that the liability assumed by Contractor under this Agreement has been specifically insured under the liability policy, but such insurance in no way limits Contractor's liability hereunder except as provided under Section 10. INDEMNITY.

Required insurance and minimum limits are as follows:

Description	Limits of Liability

Comprehensive General Liability covering premises—operations (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 each occurrence $500,000 each aggregate
Property Damage Liability	$500,000 each occurrence $500,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each occurrence $500,000 each aggregate

Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$500,000 each accident
Property Damage Liability	$500,000 each accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each accident

Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	$100,000 each accident

The Insurance Certificate must contain the following:

Statement that the Contractual Liability includes the Liability of the Wichita Airport Authority and the City of Wichita assumed by the Contractor in the contract documents.

Cancellation – should any of the above polices be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.

12. DEFAULT

The Authority will be in default if any obligations are outstanding, including:

a. Failure to pay when due any obligations or any amount due under this Agreement with the Contractor;

b. Failure to perform any covenant of this Agreement, and such failure continues for thirty (30) days after written notice thereof from the Contractor to the Authority.

c. If the Authority is in default, the Contractor may, at its sole discretion, without further notice, exercise one or more of the following remedies:

1. terminate this Agreement or any applicable purchase order as to any Equipment;

2. exercise any and all rights and remedies available under law. All remedies are cumulative and in addition to every other remedy available to the Contractor, whether now or hereafter existing. The Contractor's failure at any time to enforce any right or remedy available to it or to require the Authority's performance of any of the provisions of this Agreement, or any delay in so doing, will not be deemed to constitute a waiver of any such right or remedy, nor will it in any way affect the Contractor's right to enforce any such provision thereafter.

The Contractor will be in default if any obligations are outstanding, including:

a. Failure to perform any covenant of this Agreement, and such failure continues for thirty (30) days after written notice thereof from the Authority to the Contractor;

b. If the Contractor is in default, the Authority may, at its sole discretion, without further notice, exercise one or more of the following remedies:

1. terminate this Agreement or any applicable purchase order as to any Equipment;

2. exercise any and all rights and remedies available under law. All remedies are cumulative and in addition to every other remedy available to the Authority, whether now or hereafter existing. The Authority's failure at any time to enforce any right or remedy available to it or to require the Contractor's performance of any of the provisions of this Agreement, or any delay in so doing, will not be deemed to constitute a waiver of any such right or remedy, nor will it in any way affect the Authority's right to enforce any such provision thereafter.

13. WORK AND OWNERSHIP RIGHTS

The Contractor will perform the work expressly described in this Agreement and in any amendments, work release documents or change orders that are issued under this Agreement and signed by both parties. The work shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by reputable companies performing the same or similar work in the same locale acting under similar circumstances and conditions. The Contactor shall perform the work during its local, normal working hours, unless otherwise agreed in this Agreement.

The Contractor is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any product beyond the requirements set forth in this Agreement, and the equipment manufacturer recommendations.

Any Authority request to change the scope or the nature of the work must be in the form of an amendment mutually agreed to by both parties, effective only when executed by all parties hereto.

All reports and drawings specifically prepared for and deliverable to the Authority pursuant to this Agreement ("Deliverables") shall become the Authority's property upon full payment to the Contractor. The Contractor may retain file copies of such Deliverables. Unless otherwise specified herein, all other reports, notes, calculations, data, drawings, estimates, specifications, other documents and all computer programs, codes and computerized materials prepared by or for the Contractor are instruments of the Contractor's work ("Instruments") and shall remain the Contractor's property. The Contractor conveys no license to software unless otherwise expressly provided in this Agreement. To the extent specified herein, the Authority, its employees and agents ("Permitted Users") shall have a right to make and retain copies of Instruments except uncompiled code, and to use all Instruments, provided however, the Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be subject to this Agreement and limited to the particular project and location for which the Instruments were provided. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of the Contractor, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to the Contractor.

Title or ownership to hardware, equipment, fixtures, parts and accessories provided under this Agreement shall pass to the Authority. This shall not include tools, test or repair related equipment owned or leased by and used for the performance of this Agreement by the Contractor. All software ownership, licenses, agreements and permits shall be in the name of the Wichita Airport Authority.

Unless otherwise agreed by the parties in writing, all work product shall become the property of the Authority upon payment therefore. The intellectual property rights in work product shall remain the property of Contractor. However, Contractor shall grant

the Authority a royalty-free, perpetual, irrevocable license to make derivative works of any drawings, specifications and reports provided by Contractor to the Authority pursuant to this Agreement, provided the use of such derivative works is limited to the specific facilities at the specific sites in connection with which they were provided.

14. THIRD PARTY RIGHTS

It is specifically agreed between the parties that it is not the intent of any provision of this Agreement to create 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.

15. NO ARBITRATION

The Contractor and the Authority shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

16. ATTORNEY'S FEES

In case either party brings any action under this Agreement, and prevails at trial in said action, then prevailing party shall be entitled to recover from the non-prevailing party, its reasonable fees incurred as a result of said action. Such fees shall include, but not be limited to, expert witness' fees, court reporters' fees, court costs and reasonable attorneys' fees. In the event the parties resolve their dispute without the need for a trial, then each party shall bear its own fees and costs.

17. ASSIGNMENT

With the exception of assignment to a parent or subsidiary company, the Contractor shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of the Authority, which consent may be withheld for any reason. Any assignment or delegation so permitted and so made shall be subject to all the terms, conditions and other provisions of this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and of no force or effect whatsoever.

18. AMENDMENT

This Agreement constitutes the entire Agreement between the parties. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

19. HOLD OVER

In the event the Contractor holds over the Technical Support Program granted herein after expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, which may be terminated at any time by either party.

20. ADDITIONAL AGREEMENTS

The Authority represents that, to the best of its knowledge, any site at which equipment is to be installed is free of asbestos and any other hazardous or toxic substances. If any such substance is found to exist at any site, the Contractor will not be required to install equipment at such site and the Contractor may arrange, with the Authority's consent, and at the Authority's sole expense, for equipment to be installed and serviced by persons qualified to handle such substances.

21. COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state and local laws, statutes and ordinances, and Wichita Airport Authority rules and regulations and standard operating procedures which may pertain to the providing of services under this Agreement.

22. AIRPORT SECURITY PROGRAM

Contractor must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured air operations area (AOA), and security identification display area (SIDA), or other secured areas as may be identified in the Airport Security Program.

Upon completion of proper application and training for I.D. Media as set forth in this section, the Contractor shall be issued at no cost initial and renewal I.D. Media. With respect to the issuance, maintenance, and administration of I.D. Media, the Contractor shall pay or cause to be paid to the Authority charges as may be established by the

Authority for the replacement of lost or stolen I.D. Media, and/or administrative costs with respect to those I.D. Media not returned to the Authority.

Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the period of this Agreement. The Contractor shall be responsible for requesting the Authority issue I.D. Media to all employees or other persons who are authorized access to Security Identification Display Areas ("SIDA") on the Airport as designated in the Airport Security Program. In addition, Contractor shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of Contractor personnel transferred from the Airport, or terminated from the employ of the Contractor.

Contractor covenants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable provisions of 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access which Contractor maintains. The Authority shall have the right to require the Contractor to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. Contractor also hereby agrees that it shall be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. Contractor hereby agrees that it will immediately implement any and all security changes that may be required, either directly or indirectly, by the Transportation Security Administration ("TSA"), Federal Aviation Administration ("FAA"), or Authority. Contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the Authority or the DOT, the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event Contractor fails to remedy any such deficiency, the Authority may do so at the sole cost and expense of Contractor. The Authority reserves the right to take whatever action is necessary to rectify any security deficiency.

Should Contractor, its employees, subcontractors, suppliers, agents, and/or representatives cause any security violations, and should Authority be cited for a civil fine or penalty for such security violation, Contractor agrees to reimburse Authority for any monetary civil fine or penalty, which may be imposed on Authority by TSA, however, nothing herein shall prevent the Contractor from contesting the legality, validity or application of such fine or penalty to the full extent Contractor may be lawfully entitled. Contractor may have I.D. Media/access privileges immediately suspended and/or revoked by Authority for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein. Such actions may also be grounds for termination of this Agreement for non-compliance at the sole discretion of Authority, if such failure by Contractor is not cured by Contractor within thirty (30) days after receiving notice from Authority of such failure.

Before the Contractor shall permit any employee to operate a motor vehicle of any kind or type on the AOA (unless such employee is escorted by an Authority-provided escort), the Contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Kansas driver's license, I.D. Media, and Vehicle Ramp Permit. Contractor company vehicles prominently displaying a permanent company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The Contractor agrees that its vehicles, tools, equipment, supplies, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of aircraft sabotage, thefts, and other unlawful activities at the Airport.

23. PROPRIETARY AND SECURITY SENSITIVE INFORMATION

The Authority agrees to keep confidential and to utilize its best efforts to the extent allowed by law to prevent and protect the contents of any private or proprietary software or any part thereof required in the performance of this Agreement from unauthorized disclosure by its agents, employees or customers. The Authority agrees that it will not make or cause to be made copies of any private or proprietary software or part thereof without the prior written consent of Contractor.

The Contractor agrees that information concerning the location, type, nature, capabilities, application and use of the Authority's CCAS is considered Security Sensitive Information (SSI) as defined by TSR 1520, and shall restrict the distribution, disclosure and availability of SSI only to persons with a need to know. All requests for SSI by persons not directly employed by the Contractor, and deemed to have a need to know, shall be referred to the Authority for consideration and determination of whether such information is legal and appropriate for dissemination.

24. GENERAL PROVISIONS

Federal Aviation Act, Section 308. Nothing herein contained shall be deemed to grant the Contractor any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act or the conduct of any activity on Airport except that, subject to the terms and provisions hereof, Contractor shall have the right to possess Premises under the provisions of this Agreement.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition

precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. Authority covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

No Exclusive Rights. Nothing in this Agreement shall imply or have the affect of granting exclusive rights or privileges to the Contractor for the provision of equipment and services. The Authority retains sole discretion, right and authority to procure services for the purchase, installation, operation, maintenance, repair and support of all Authority owned and operated property, facilities, equipment and systems.

Notices. Notices required herein may be given by registered certified, or express mail, and shall be deemed served on the date such notice is deposited in the United States Mail, or by private courier in the continental United States postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to Authority shall be delivered as follows:

The Wichita Airport Authority
2173 Air Cargo Road
Wichita Mid-Continent Airport
P. O. Box 9130
Wichita, Kansas 67277-0130

Until any such change is made, notices to Contractor shall be delivered as follows:

SimplexGrinnell LP
625 N. Carriage Parkway, Suite 140
Wichita, KS 67208

Captions. The captions/headings of the several Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability. If one or more clauses, sections or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, the parties hereto agree that the material rights of either party shall not be affected thereby.

Waiver of Claims. Contractor hereby waives any claim against Authority and its officers or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or by any judgment or award in any suit proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out.

Right to Develop Airport. The parties hereto further covenant and agree that Authority reserves the right to further develop or improve Airport Terminal and all landing areas and taxiways as it may see fit, regardless of the desires or view of Contractor and without interference or hindrance.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No member, officer, agent or employees of Authority shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

Right to Amend. In the event that the Federal Aviation Administration (FAA) or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, or otherwise, Contractor agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

Time of Essence. Time is of the essence in this Agreement.

Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

Relationship of the Parties. It is understood Contractor is not in any way or for any purpose a partner or joint venturer with or an agent of Authority. Contractor shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. Authority and Contractor hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

Kansas Laws 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.

25. NON-DISCRIMINATION/EEO/AAP

During the term of this Agreement, 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 Agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

b. Requirements of the State of Kansas:

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

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

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

5. Contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so 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 Agreement 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. 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.

26. ENTIRE AGREEMENT

This Agreement and Attachments A and B constitute the entire agreement between the Contractor and the Authority, and no representation, statement, term or condition not set forth herein will bind either party. Except with respect to terms set forth in subsequent Authority purchase order(s) regarding delivery dates, quantities and prices which have been agreed to by the parties, this Agreement will supersede and will not be modified by any such purchase order or any other document without prior written agreement. No provision of this Agreement may be changed, waived, discharged or terminated, except by an instrument in writing executed by the parties. If any provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, it will be ineffective only to the extent of such illegality or unenforceability, without affecting the validity and enforceability of the other provisions. The headings in this Agreement are inserted for convenience of reference only and will not be used in the interpretation of this Agreement. In the event of any conflict between the language, terms and conditions between this Agreement and such other amendment or other documents attached hereto or incorporated herein, then the terms of this Agreement shall control. This Agreement shall also supersede any terms and conditions contained in any purchase order, whether same is executed prior or subsequent to the execution of this Agreement.

The parties hereto understand and agree that this instrument contains the entire Agreement between the parties hereto. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By_____
Carl Brewer, President

By _____
Victor D. White, Director of Airports

ATTEST:

SIMPLEX GRINNELL LP
WICHITA, KANSAS

By_____ By_____
Corey Reinert, District General Mgr.

APPROVED AS TO FORM:

_____ Date: _____
Director of Law

Specifications for
Technical Support Program

Attachment A

I. MINIMUM QUALIFICATIONS

A. Prior to contract award the Contractor shall demonstrate and continue to maintain throughout the Term of the Agreement, the minimum qualifications contained in this Section. Qualifications must be demonstrated to the reasonable satisfaction of the Authority. The Contractor may permanently or from time to time, and under the terms of this Agreement, engage the services of a third party contractor to perform certain services and functions required under this Agreement. The Authority reserves the right to approve all third party contractors associated with this Agreement.

B. The Contractor, and/or third party contractor(s) if any, shall meet the following minimum qualifications:

1) Demonstrate a proven satisfactory record of knowledge and work experience with the hardware and software systems. Such knowledge and work experience shall include CCure 800 software package, Nice Vision digital recorders including video and audio, cross point matrix switching systems, network systems and gate control systems.

2) Demonstrate a proven satisfactory record of knowledge and work experience with commercial/industrial type “integrated systems.” “Integrated systems” is defined for the purposes of this Agreement as a combination of compatible multiple hardware and/or software systems which may be produced by different manufacturers, and of different types, brands or models combined to form the total integrated computer security system. Such knowledge and work experience shall include CCure 800 software package, Nice Vision digital recorders, cross point matrix switching systems, network systems and gate control systems.

3) Demonstrate an overall company history of a minimum of five (5) years in commercial/industrial type computerized security systems maintenance.

4) Demonstrate a proven satisfactory minimum work history, by technicians assigned to this project, of three (3) years of commercial/industrial application in the preventative maintenance and repair of the hardware and software systems identical or substantially similar to those described in this Agreement. The three (3) year history must be continuous and reflect work within the past twelve (12) months.

II. PERFORMANCE

A. Maintain a company location, outlet, or field office with qualified service representatives/technicians within one (1) hour driving distance from the Wichita Mid-Continent Airport throughout the Term of the Agreement.

B. Identify the telephone number(s), or pager number(s) for contacting the Contractor twenty-four (24) hours per day, 365 days per year.

C. Designate and provide no less than two (2) service representatives/technicians who will be responsible for the maintenance, repair and technical support of the CCAS.

D. Have and maintain an authorized Software House distributorship, Nice Vision distributorship and American Dynamics distributorship.

E. Designate and provide no less than two (2) local service representatives/technicians who have received Software House training, including CCure 800 family based software products.

F. Designate and provide no less than one (1) local service representative/technician who has received Nice Vision technical training, including NiceVision Pro family base products.

G. Have immediate access to all tools, parts, equipment and components necessary to perform the services identified in this Agreement, and in the minimum response times prescribed herein. To avoid delays due to the ordering of parts for critical systems, the Contractor shall provide to the Authority a recommended spare parts inventory list in order to maintain the system with a minimum of downtime. Such parts list shall be maintained current at all times, and shall identify spare parts to be maintained by the Contractor, and recommended spare parts to be maintained by the Authority.

III. COVERED EQUIPMENT AND COMPONENTS

A. The Contractor shall provide maintenance, repair and technical support service for the Maintained Equipment listed, in Attachment B.

B. Service is intended to keep the Maintained Equipment in, or to restore it to, manufacturer's specifications.

C. The Contractor shall maintain the current listing/inventory of equipment contained in Attachment B, and provide quarterly update reports of equipment changes to the Authority. Update reports shall clearly identify equipment under warranty by the Contractor, or any manufacturer.

D. The Contractor shall advise Authority of any work performed on equipment under warranty. In the event that material defects are discovered during the warranty period the Contractor shall promptly remedy such defects at no additional expense to the Authority as specified in this Agreement.

E. Prior to the Agreement Start Date, the Contractor shall provide a list of any system elements not included in the Maintained Equipment list. If such list is not provided it is understood by both parties that all existing elements of the existing CCAS system are to be included in this Agreement.

IV. TECHNICAL SUPPORT AND SERVICE DEFINITIONS

The Contractor shall provide on-going services to maintain, repair and support the CCAS system in an operational condition and minimize downtime. The Authority classifies service requests into the following categories:

A. Emergency/Critical Failure

Definition: A system failure is considered an emergency/critical if any of the key components are inoperative to the extent that the system, in part or in whole, cannot function in a normal manner. The emergency/critical services include the furnishing and installation of components, parts, or software changes required to replace the malfunctioning system elements.

B. Corrective Maintenance

Definition: A system failure is considered to be corrective if it does not meet the above definition of emergency/critical, and by its nature is non-critical to the function, capability and operational status of the CCAS. Corrective maintenance is any maintenance activity which is required to correct a failure that has occurred or is in the process of occurring. This activity may consist of repair, restoration or replacement of components.

C. Preventive Maintenance

Definition: The care and servicing by qualified personnel for the purpose of maintaining equipment and facilities in satisfactory operating condition by providing for the systematic inspection, detection, cleaning, servicing, and correction of incipient failures either before they occur or before they develop into major defects.

D. Change Order Services

Definition: Service request by the Authority to change, move, modify, enhance and/or replace elements of the CCAS in part, or in whole.

V. TECHNICAL SUPPORT AND SERVICE RESPONSE

The Contractor shall provide a timely response to service requests from the Authority on software and hardware components. Service response times are unique for each of the service categories indicated in section IV above. However, regardless of the category, upon notification by the Authority, the Contractor shall respond by telephone to all service requests (316.946.4740) within thirty (30) minutes or less. Service response times by category are as follows:

A. Emergency/Critical Failure Response

The Contractor shall provide twenty-four (24) hours per day, three hundred and sixty five (365) days per year emergency/critical response. On-site emergency/critical technical support shall be provided within two (2) hours of Authority notification to Contractor.

B. Corrective Maintenance Response

The Contractor shall provide twenty-four (24) hours per day, three hundred and sixty five (365) days per year corrective maintenance response. On-site corrective maintenance technical support shall be provided within four (4) hours of Authority notification to Contractor.

C. Preventive Maintenance Response

Within forty-five (45) days of execution of this Agreement and notice-to-proceed, and subsequently thereafter on an annual basis, the Contractor shall submit to the Authority a proposed Preventive Maintenance (PM) Program. The PM Program shall include all required or recommended inspections, procedures and schedules for the equipment and components of the CCAS system. The PM Program shall be subject to the approval of the Authority. The Authority approved PM Program shall not be amended or altered without the prior approval of the Authority. The Contractor shall provide quarterly reports of the PM Program checklists, results, and actions taken during preventive maintenance.

PM work days shall be scheduled in accordance with the PM Program unless otherwise approved by the Authority. All PM Program work shall be performed during regular business days, no weekend PM, unless prior authorization is received from the Authority. If the Contractor is responding to a call for corrective maintenance, scheduled PM may be performed concurrently with the corrective maintenance.

D. Change Order Service Response

The Contractor shall review change order service requests with Authority staff within three (3) business days of the request. After the initial review, the Contractor shall submit a written proposal that includes a schedule, price quote, and impact on the system.

VI. MAINTENANCE LOG

The Contractor shall maintain in a bound Maintenance Log all services performed. The Log shall be in an Authority approved format, and maintained in a centralized location to be selected by the Authority. The Log shall be maintained on a component-by-component basis, with separate section or volumes as appropriate for each component. The Log shall itemize the history of preventative maintenance, and corrective/repair activities, stating the character, duration, cause, cure of malfunctions and the individual's name that completed the repair. The Log shall record all software and hardware updates.

VII. SOFTWARE SUPPORT

A. Software updates will be provided, serviced and installed by the Contractor when they are made available to the Contractor by the vendor. The software upgrades shall include documentation and training for users of the system, as necessary, for any software changes made to the security system. All customizations currently in the system and later added to the system by the Contractor shall be maintained and documented by the Contractor so they are functionally restored after upgrades, service and maintenance.

B. The Contractor shall submit a written request for all software upgrades thirty (30) days in advance, and obtain approval from the Authority prior to the upgrade or software change. Such written request shall include the purpose for the upgrade, procedure to carry out the upgrade, recovery procedure if upgrade fails, schedule, cost to Authority (if any), system impact, and any special support, access, or assistance that may be required from the Authority.

C. The Contractor shall secure on behalf of the Authority the software licenses according to the suppliers' normal terms and conditions to allow the Authority to operate the system. Licenses shall be issued to the Authority in accordance with this Agreement, and such that if this Agreement is terminated for any reason, the Authority shall continue to use the software as necessary.

D. The Contractor shall warrant that any proprietary software and products, manuals, documentation and other software material required to be delivered to the Authority hereunder does not infringe upon or violate any patent, copyrights, trade secret, trademark, invention, proprietary information, nondisclosure, or other rights of any third party.

E. The Contractor shall provide to the Authority a listing of all authorizations, passwords, and computer system access required to perform maintenance and service of the CCAS system.

VIII. PERFORMANCE – AUTHORITY

A. Under the terms of this Agreement, the Authority shall allow full and free access to the Maintained Equipment and the use of necessary data communications facilities and equipment at no charge to the Contractor subject to federal, state and local laws and regulations, and the Airport Authority Operating Instructions.

B. The Authority shall maintain site environmental conditions throughout the Term of the Agreement in accordance with the specifications established by the Contractor for the Maintained Equipment.

C. The Authority retains the right to perform maintenance and repairs to Authority owned equipment covered under the Agreement. Such maintenance or repairs may only be performed after first notifying and coordinating with the Contractor.

The Authority may perform certain duties and services of a housekeeping nature, including, but not limited to, the replacement of certain consumables such as printer ribbons, cartridges, and paper, cleaning of magnetic tape heads, etc.

D. The Authority shall not cause modifications to be made, or accessories, attachments, features or devices to be added to the Maintained Equipment under this Agreement without prior notification and coordination with the Contractor, and complying with the requirements under section ___ of the Agreement.

E. As a part of providing technical support service herein, Contractor sponsored modifications may be made to the equipment covered hereby. The Authority shall, subject to meeting security requirements, provide time for such modifications, if any, after notification by the Contractor that such modification is ready to be made. Time required shall be at a time mutually agreeable to the Authority and the Contractor, but shall consider minimal disruption of airport operations, security and business.

IX. INSPECTION

The Authority, at its sole discretion of time and place, shall have the right and ability to inspect any and all PM, software service, or equipment maintenance and repair work performed by the Contractor in order to insure compliance with the Agreement. The right of inspection shall include work performed on site, checklists, work orders, time sheets, manuals, list of Equipment Maintained, and any other records or documents directly relevant to the performance of the Agreement. Inspection of on-site work performed may occur without notice, and records and documents inspection may occur with twenty-four (24) hours prior notice by the Authority.

City of Wichita
City Council Meeting
January 5, 2010

TO:	Wichita Airport Authority
SUBJECT:	Multi-Purpose Snow Removal Vehicle Acquisition Wichita Mid-Continent Airport
INITIATED BY:	Department of Airports
AGENDA:	Wichita Airport Authority (Consent)

Recommendation: Initiate the project and approve the budget.

Background: The Capital Improvement Program includes a project to purchase a multi-purpose snow removal vehicle for clearing runways and other airfield pavements. A formal bid occurred to purchase a new vehicle to replace a 29-year old snow plow vehicle which will be sold in accordance with the Federal Aviation Administration (FAA) guidelines.

Analysis: Reliability of this equipment is critical in order to adequately provide airfield clearing during snow events. The design of this new equipment follows industry trends that emphasizes brooming operations for friction enhancement and aircraft safety, and which will operate more reliably, efficiently and economically to better meet Airport emergency snow removal needs.

Financial Considerations: Cost of the equipment is $724,900 from Oshkosh Corporation, the lowest responsive bidder, which will be 100%-funded through Passenger Facility Charges (PFC) which have been collected and are designated for this purchase. A project budget is requested in the amount of $750,000 to cover the equipment and related expenses.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through providing a safe aviation environment for users of Mid-Continent Airport.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the capital project budget.

Attachments: None.

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 5, 2010

a. Hot Spot Ponderosa Street Drainage Improvements to serve La Placita Park Addition (east of West Street, south of 13th Street North (472-84655/133116/) Local traffic shall be maintained with minimal street closures not to exceed 48 hours. (District VI) - $46,017.00

b. Bayside from the west line of Lot 15, Block 1 to the north line of Lot 1, Block 1, including a connection to West Street to serve Emerald Bay Estates 2nd Addition (north of 21st Street North, west of West Street) (472-84866/766245/490263) Traffic to be maintained using flagpersons and barricades. (District VI) - $306,000.00

Agenda Item No. XII-4a.

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: Sanitary sewer to serve an area along Arkansas Avenue, north of the I-235 Freeway (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendations: Adopt the resolution.

Background: On February 7, 2006, the City Council approved a project to construct a sanitary sewer to serve an area along Arkansas Avenue, from the I-235 Freeway to near 42nd Street North. The authorizing resolution contains four tracts that should be removed from the improvement district.

Analysis: Minor changes were made during the design process that reduced the scope of the project and four tracts listed in the improvement district do not have access to the sewer. A resolution has been prepared to remove the tracts from the improvement district.

Financial Considerations: The assessment to individual properties increases from $00.246 to $00.253 per square foot of ownership. The assessment estimate that was provided to property owners at the time of project approval was $00.325 per square foot of ownership. Assessments to remaining properties will still be less than originally estimated. The main benefit fee total amount, which is assessed at a rate of $00.035 per square foot, is reduced from $80,000 to $75,646.

Goal Impact: This project addressed the Efficient Infrastructure goal by extending a sanitary sewer to a developed residential area.

Legal Considerations: State Statutes provide the City Council authority to reduce an improvement district by resolution.

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

Attachments: Resolution.

132019

First Published in the Wichita Eagle on January 8, 2010

RESOLUTION NO. 10-001

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 1, MAIN 16, SANITARY SEWER NO. 23 (ALONG ARKANSAS AVENUE, NORTH OF I-235 FREEWAY) 468-84149 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 1, MAIN 16, SANITARY SEWER NO. 23 (ALONG ARKANSAS AVENUE, NORTH OF I-235 FREEWAY) 468-84149 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 06-051 adopted on February 7, 2006 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Lateral 1, Main 16, Sanitary Sewer No. 23 (along Arkansas Avenue, north of I-235 Freeway) 468-84149.

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Six Hundred Fifty Thousand Dollars ($650,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after September 1, 2005, exclusive of the costs of temporary financing.

That, in accordance with provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to in the amount of Seventy-Five Thousand Six Hundred Forty-Six Dollars ($75,646).

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

J.B. MULLER ADDITION
Lots 1 through 14, Inclusive
Lots 19 through 27, Inclusive

ARK VALLEY PARK ADDITION
Lot 1, Block 1
Lots 1 through 6 Inclusive, Block 2
Lots 1 through 9 Inclusive, Block 3
Lots 1 through 8 Inclusive, Block 4
Lots 1 through 3 Inclusive, Block 5
Lots 1 through 5 Inclusive, Block 6

SUBURBAN ACRES ADDITION
Lots 1 through 25, Inclusive

RIVERSIDE ACRES ADDITION
Lots 1 through 3, Inclusive
Lots 14 through 18, Inclusive
Lot 34

UNPLATTED TRACTS
in Sec. 29, Twp 26S, R1E

Beginning 1472.64' N of the SW corner of the NE 1/4; thence N 75', E 575', S 75', and W 575' to the point of beginning except the W 40' for street. (A-294-UP)

Beginning 1103.9' N of the SW corner of the NE 1/4; thence E 435.6', N 100', W 435.6', and S to the point of beginning. (A-265-UP)

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

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

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

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

PASSED by the governing body of the City of Wichita, Kansas, this 5th day of January, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

City Of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: Aquifer Storage and Recovery Phase II - Raw Water Pipeline and Surge Tanks Supplemental Agreement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 3 with Camp, Dresser & McKee, Inc. (CDM) to provide construction phase services for the raw water pipeline and surge tanks portion of the Aquifer Storage and Recovery (ASR) Project.

Background: On July 10, 2007, the City Council approved and instructed staff to proceed with projects necessary for Phase II of the Equus Beds ASR Project. On July 1, 2008, City Council approved the Professional Services Agreement with CDM for the 30-percent design of the river intake and raw water pipelines. On May 5, 2009, the City Council approved the contract with CDM for final design services for the raw water pipelines.

Analysis: Requests for Proposals were issued for engineering services for five projects for Phase II of the ASR Project including the design of the raw water pipelines and surge tanks. The Request for Proposals specified that initial engineering services would be for a 30-percent design. Four firms responded to the RFP and presentations were heard by the Staff Screening and Selection Committee. The interviews and scoring sheets were submitted to the City's internal auditor for review and all documents were approved. It was determined that the contract be awarded to CDM. If the 30-percent design went according to the City's expectations, it was intended that the rest of the design would subsequently be awarded to CDM, including the final design and construction management services. Construction has been divided into four packages:

Bid Package B - Diagonal Transmission Main and Raw Water Transmission Main (11 miles of 48-inch to 66-inch)
Bid Package C1 - 72ND Street Transmission Main (6 miles of 24-inch to 42-inch)
Bid Package D1 - Golden Prairie Transmission Main (8 miles of 16-inch to 42-inch)
Bid Package E1 - Surge Tanks

Supplemental Agreement No. 3 will authorize CDM to provide construction management services during the construction of the raw water pipelines and surge tanks. Estimated cost of construction of these facilities is $91.35 million.

Financial Considerations: Supplemental Agreement No. 3 will not exceed $5,482,700 to complete the scope of services, as outlined. Funding is available in CIP W-549, Water Supply Plan, which has adequate funding available for these services. The 30-percent design contract was for $1,829,800. Supplemental Agreement No. 2 for final design was for $3,798,488. The total amount for design, bidding and construction observation services will be $11,110,988 which is 12 percent of total estimated construction cost and within the expected norm for projects of this type.

Goal Impact: The project will help ensure efficient infrastructure by assisting in the development of futures water supplies.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the Supplemental Agreement; 2) authorize the expenditure; and 3) authorize the necessary signatures.

Attachments: Supplemental Agreement No. 3 with Camp, Dresser & McKee, Inc.

SUPPLEMENTAL AGREEMENT NO. 3

TO THE

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

BETWEEN

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

AND

Camp Dresser & McKee Inc. HEREINAFTER CALLED "CONSTRUCTION MANAGER (CM)"

FOR

CONSTRUCTION PHASE SERVICES FOR Raw Water Pipelines
AS PART OF PHASE II OF THE ASR PROGRAM – ASSOCIATED WITH THE INTEGRATED LOCAL WATER SUPPLY PLAN IMPLEMETATION

WITNESSETH:

WHEREAS, there now exists an agreement between the two parties covering preliminary design services for the pipelines to be provided by the DESIGNER in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Section VI.C of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. **PROJECT DESCRIPTION**

DESIGNER shall perform Construction Phase Services as described in Exhibit A – Construction Management Scope of Services and Exhibit B – Designer Scope of Services During Construction. The estimated budget for these services is summarized in Exhibit C – Compensation and Schedule.

B. **PAYMENT PROVISIONS**

Payment to the CM for the performance of the services described by this supplemental agreement shall be in accordance with Section VI of the original Agreement, and shall not exceed the amount designated in this Supplemental Agreement.

C. **PROJECT SCHEDULE**

The projected project schedule is shown in Exhibit C - Compensation and Schedule.

D. **PROVISIONS OF THE ORIGINAL AGREEMENT**

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

IN WITNESS WHEREOF, the CITY and the CM have executed this SUPPLEMENTAL Agreement No. 3 as of this _____day of _____in the year 2009.

CITY OF WICHITA

By:_____
Carl Brewer, Mayor

ATTEST:

By:_____
Karen Sublett, City Clerk

APPROVED AS TO FORM

By:_____
Gary Rebenstorf, Director of Law

Camp Dresser & McKee Inc.

By: Bruce R. Barrs

Title:_Senior Client Service Manager,
Associate

ASR Phase II Pipelines and Surge Tanks

Construction Management Services Scope of Work
City of Wichita, Kansas

November 23, 2009

Preamble

The following modifications represent an amendment to the ASR Phase II Pipelines and Surge Tanks, Construction Management Services Scope of Work for the City of Wichita, Kansas.

Section 1.7 Environmental Oversight—Substitute the following language for "CM shall be responsible for enforcing environmental compliance during construction"

"CM shall take reasonable steps to verify that the construction is performed substantially in compliance with applicable environmental laws. CM shall not have any liability for any failure of Contractor or its subcontractors of any tier to comply with any environmental laws."

Section 7.1 Determine Construction Methods and Safety- Insert the following at the end of the second paragraph.

"Whether or not CM so notifies Contractor, CM assumes no liability for any property damage, injury or death that might result from such safety violations."

Section 7.2 Advise City of Claims- Insert at the end of the sentence: "of which CM has received notice."

In Section 1.12 Health and Safety, and 1.13 Overall QA Proceedures – Program Management - Change "determine" to "assess and report assessment to the City."
."

ASR Phase II Pipelines and Surge Tanks

Construction Management Services Scope of Work
City of Wichita, Kansas

November 23, 2009

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Exhibit A – Construction Management Scope of Services

Project ASR Phase II Pipelines and Surge Tanks
Construction Management Services Scope of Work
City of Wichita, Kansas

November 23, 2009

Exhibit A to Supplemental Agreement No. 3 between Camp Dresser McKee Inc. (CM) and the City of Wichita, Kansas (City) for Construction Management Services for the ASR Phase II Pipelines and Surge Tanks (Project).

The CM agrees to furnish the City services based on the following tasks:

- Task 1: Construction Management Activities
- Task 2: Construction Contract Administration
- Task 3: Coordination With Design Services During Construction
- Task 4: Quality Assurance/Quality Control
- Task 5: Testing and Inspections
- Task 6: Construction Schedule
- Task 7: Insurance and Safety
- Task 8: Change Orders and Claims
- Task 9: Surveying
- Task 10: Temporary Facilities and Staging
- Task 11: Equipment Testing, Training, and Startup
- Task 12: Project Close-out
- Task 13: Supplemental Services

The City's Construction Administration Manager (CAM) will be the CM's primary communication with the City. Wherever the term City appears in this Scope of Services, it refers to the Program Manager's CAM.

Project Description

ASR Phase II Pipelines and Surge Tanks (Project) consists of the following construction bid packages:

- Bid Package B1 - Diagonal Transmission Main & Raw Water Transmission Main
- Bid Package C1 - 72nd Street Transmission Main
- Bid Package D1 - Golden Prairie Transmission Main
- Bid Package E1 - Surge Tanks

Task 1: Construction Management

Objectives

CM shall provide advice for the overall management and coordination of the project activities that are primarily the responsibility of the Program Manager.

1.1 Overall Management of the ASR Phase II Program

CM shall become familiar with the division of roles and responsibilities between the CM, Designer, Program Manager and City as described in the Project General and Supplementary Conditions and Design Drawings and Specifications hereafter called Contract Documents. CM shall support the Program Management team that is responsible for the overall Program Management of the ASR Phase II Program by providing project level leadership and coordination, supplying data, gathering and distributing information, and other pertinent activities that the Program Manager deems necessary. Contractor is not a third party beneficiary of CMs' services. The estimated number of hours for CM depends upon the level of support required by the City to effectively coordinate and integrate the Project.

1.1.1 Management Information System – ASR Program Central

The CM shall become familiar with the exiting Program Management Microsoft SharePoint® site (ASR Program Central) in order to provide for effective communication between the City, CM, Designer, Contractors, and other parties involved with the Project. The CM shall become familiar with the type of information contained in ASR Program Central for reporting, reporting format(s), and the desired frequency for distribution of various reports. The CM shall use ASR Program Central when performing its services under this Agreement. CM shall provide at their own expense Microsoft InfoPath® 2007 software for all CM staff that will use ASR Program Central. The Program Manager is responsible for all costs associated with maintaining the ASR Program Central site and for providing access as required to CM, Designers, Contractors, and other parties involved with the Project at no cost to these parties.

1.1.2 Review of Construction Documents

The CM shall review the construction documents, including the construction contract(s) (Contract) between the City and each Contractor, in order to become familiar therewith. If requested, the CM shall make recommendations to the City and Designer concerning clarity, consistency, and coordination of documentation among Contractors. The CM's actions in making such reviews and recommendations as provided herein are to be only advisory.

1.1.3 On-Site Management and Construction Phase Communication Procedures

CM shall provide and maintain an experienced management team on the Project site to provide Contract administration as a representative of the City, and the CM shall assist in establishing and implementing coordination and communication procedures among the CM, City, Designers, and Contractors.

1.2 Manage Claims

1.2.1 Assist CITY

CM shall assist the City in preparing the City's position in any claim proceedings and shall provide such additional support as required by the City.

1.2.2 Gather Data

CM shall gather information and data, assemble documents, and provide documentation to support the City's position on any claim that might arise.

1.3 Financial Management

CM shall maintain familiarity with the Project's available funding and shall perform its activities as provided to determine for the benefit of the City whether the Contractor's work is accomplished within Contractor's available funding.

1.3.1 Report Progress

CM shall report progress of each Contractor and review Contractor's monthly schedule update against the Baseline ASR Program Schedule for consistency and accuracy and shall report progress to ASR program team.

1.3.2 Recommend Revisions to MPS

While performing the services described herein, the CM shall recommend revisions to the Baseline ASR Program Schedule. The City shall issue, as needed, change orders to the appropriate parties to implement the Baseline ASR Program Schedule revisions. Following any revisions to the Baseline ASR Program Schedule, the CM shall provide current copies of the Baseline ASR Program Schedule to the Contractor.

1.3.3 Timely Work Completion

CM shall use its experience, resources, and contract requirements to determine for the benefit of the City whether the Contractor's work is completed within the milestones described in the contract documents.

1.4 Monthly Progress Report

CM shall report Contractor's progress and provide input regarding construction progress of various construction contracts.

1.5 Intergovernmental Coordination and Permit Compliance

The CM shall determine for the benefit of the City that there is proper coordination between the City and other governmental agencies in the jurisdictions through which the Project passes. To the extent the Contractors are responsible for complying with permits issued by other governmental agencies, CM shall monitor and identify all noncompliance issues and report the same to the City.

1.6 Environmental and Regulatory Compliance

CM shall advise the Program Manager regarding compliance and effectiveness of environmental and regulatory compliance activities.

1.7 Environmental Oversight

CM shall be responsible for enforcing environmental compliance during construction.

1.8 Legal Issues

CM shall timely notify the Construction Administration Manager (CAM) regarding any legal issues of which they are aware that may arise during construction of the Project.

1.9 Budget Control

CM shall monitor all potential adjustments to the Construction Contract amount against the amount of the City Directive Allowance (CDA). Information regarding any potential adjustments must be provided to the CAM.

1.9.1 Estimate Costs of Possible Changes

When requested by the Program Manager, CM shall provide estimates of construction costs for changes anticipated by the City or proposed by the Contractor.

1.9.2 Estimate Costs of Known Changes

When requested by the City, CM shall provide estimates of construction cost impacts associated with major changes in Project scope or schedule.

1.10 Budget Monitoring

1.10.1 Cash Flow Reports

The CM shall periodically prepare and distribute a cash flow report, but no more often than biweekly.

1.10.2 Status of Construction Costs

The CM shall provide periodic updates to the Program Manager regarding status of construction costs for the various bid packages and individual contracts during performance by the Contractors.

1.11 Public Involvement

CM shall support the efforts of the City to manage public involvement for the Project by consulting with the public involvement team and informing the public involvement team of issues of potential interest to the public.

1.12 Health and Safety

CM shall review Contractors safety plan to see that it is in compliance with OSHA and other state and local regulations. CM shall determine for the benefit of the City whether the Contractor is in compliance with Contractor provided safety plan and all health and safety requirements imposed by the Contract Documents.

1.13 Overall QA Procedures – Program Management

The CM shall review the Contractors quality assurance procedures as required by the contract documents and determine their compliance with ASR Program requirements and goals.

1.14 Agency Review Management

The CM shall provide advice and assistance to the City, as requested, regarding agency reviews of the Project. In doing so CM shall Follow Construction Administration Plan and Procedures as found in the Program Management Manual (PMM) found on ASR Program Central.

1.14.1 Construction Administration Plan (CAP)

The CM shall make recommendations to the City regarding revisions to the Construction Administration Plan (CAP) Section 10 of the PMM on an ongoing basis.

Task 2: Construction Contract Administration

Objectives

The City's CM will have primary responsibility for managing the construction contracts between the City and the various Contractors for the bid packages prepared by the Designer, beginning with the Pre-Construction Conference.

2.1 Contract Administration Procedures

The CM shall establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract documents; shop drawings, samples, and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As the City's representative at the construction site, the CM shall be the party to whom all such information shall be submitted by the Contractor(s).

2.2 Conduct Preconstruction Conference

2.2.1 Preconstruction Conference Meeting Agenda

The CM shall prepare an agenda for and conduct a Pre-Construction Conference for each bid package. Topics for discussion shall include insurance requirements, site conditions, schedule requirements (including all critical milestones and associated liquidated damages), submittal procedures, requests for substitution, requests for information (RFIs), pay application procedures, Work Change Directive (WCD) and Field Order (FO) procedures, City Directive Allowance (CDA) and Change Order procedures, assignment of contracts and pre-purchase equipment, environmental compliance procedures, Notice to Proceed, and other administrative procedures as defined in the Contract Documents as deemed necessary by the CM.

2.2.2 Preconstruction Conference Meeting Minutes

CM shall prepare minutes or otherwise record the results of the pre-construction conference. The CM shall prepare and post meeting minutes to ASR Program Central.

2.3 Contractor Permit Acquisition – Construction Related

CM shall receive and maintain copies of all permits which are required to be obtained by the Contractor in accordance with requirements of the Contract Documents.

2.4 Wichita City Permit Acquisition – Construction Related

2.4.1 Construction Permits

CM shall become familiar with all construction permits and their compliance requirements.

2.4.2 Monitor Activities

CM shall monitor construction activities to determine for the benefit of the City whether the Contractor is in compliance with all permit requirements.

2.5 Contractor Payment Review

2.5.1 Schedule of Values

The CM shall review and determine the acceptability of the Contractor's initial schedule of values for the work prior to submitting the Contractor's first request for payment. The schedule of values shall be the basis for allocating the Contract price to the activities shown on the Contractor's Construction Schedule.

2.5.2 Allocating Costs to the Contractor's Construction Schedule

The Contractor's Construction Schedule shall have the total Contract price allocated by the Contractor among the scheduled activities so that the sum of the activity prices shall equal the total Contract price. The CM shall review the Contractor's price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Progress payments to the Contractor shall be based on the Contractor's percentage of completion of the scheduled activities as set out in the Construction Schedule reports and Contractor's compliance with the requirements of the Contract documents.

2.5.3 Review of Contractor Payment Requests

CM shall receive and review the Contractor's payment requests. CM shall determine whether the amount requested reflects the Contractor's actual work progress and that the work is in accordance with the Contract Documents. The CM shall recommend appropriate adjustments to each payment application. Upon approval and payment of individual pay applications, the CM shall prepare and sign a Certificate of Payment that shall be delivered to the CAM for review. If accepted by the CAM the Certificate of Payment will then be sent on to the City for payment.

2.5.4 Evaluate Stored Materials

CM shall evaluate materials stored on and off site for which the Contractor has requested payment to verify they are materials which are dedicated to their specific ASR project, stored in a secure location, in a safe manner, and in a manner that will not cause the material to become damaged in any way during storage, excluding severe weather events such as tornados.

2.5.5 Periodic Payment Report

CM shall periodically, but no more frequently than biweekly, prepare and forward to the City a progress payment report. The report shall state the total Contract price, payments to date, current payment, requested retainage, and actual amounts owed for the current period.

2.6 Conduct Site Meetings and Prepare Construction Progress Meeting Records

2.6.1 Weekly Progress Meetings

The CM shall meet with the Contractors weekly or less frequently, if deemed appropriate by all parties, to discuss construction progress and common problems. The CM shall inform the Designer and other Program personnel if attendance at a specific weekly meeting is required.

2.6.2 Meeting Minutes

The CM shall prepare, distribute, and maintain Construction Progress Meeting minutes.

2.6.3 Summary Report to CAM

CM shall provide weekly reports to the CAM that summarizes the weekly construction progress meetings. The weekly reports shall, at a minimum, report construction schedule status, date of completion, updates to contract times, contract price, potential construction delays, challenges, and any mitigation plans.

2.7 Monthly Construction Management Progress Report

CM shall prepare monthly status reports that summarize the previous month's construction activities, and include a schedule of the planned versus actual work completed, summaries of change orders, CDAs, claims, and a cost summary of budgets and expenditures for construction. The report shall include CDAs and/or change orders issued, pending Allowances and/or change orders, anticipated change orders, CDAs, and estimated costs.

2.8 Construction Contract Interfaces

If requested, the CM shall provide advice on construction interface issues.

2.9 Construction Contract Change Management and Reporting

2.9.1 Managing City Directive Allowance (CDA)

The CM shall have primary responsibility for managing the CDA and change order process and periodically report the Contract cost status to the City.

2.10 Receive Contractor Submittals and Shop Drawings

2.10.1 Submittal Schedule

CM shall obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples, and submittals required by the Contract Documents, along with the anticipated submission dates.

2.10.2 Electronic Submittal Process

CM shall receive all submittals and shop drawings from the Contractor electronically as much as possible. The CM shall screen submittals and return incomplete or inappropriate submittals to the Contractor for correction and re-submittal.

2.10.3 Physical Sample Submittals

Submittals shall be transmitted to the CM electronically via ASR Program Central. CM shall transmit all submittals and shop drawings to the Project Designer in ASR Program Central for review. Samples and other physical pieces that cannot be transmitted electronically shall be submitted with a copy of the electronic transmittal for identification purposes only. Review comments shall be made on the electronic submittal form in ASR Program Central. The CM shall coordinate reviews of Contractor's shop drawings, samples, and other submittals with the Designer.

2.10.4 Track Submittal Status

CM shall continually track the status of all shop drawings, samples, and submittals.

2.11 Submittal Log, File, and Tracking

2.11.1 CM Monitor Decisions

CM shall monitor all outstanding decisions, approvals, or responses required from the City. CM shall track status of shop drawings, installation manuals, samples, and other Contractor submittals under review by the Designer.

2.11.2 CM Reminder

CM shall remind reviewing parties of documents in review that are nearing the Contract time limit allowed for submittal review.

2.12 Review Construction Request for Information (RFI)

2.12.1 CM Coordination

The CM shall provide liaison and coordination between the Contractors and Designers regarding clarifications and interpretations of the Contract documents. CM shall coordinate all written communications among and between the Contractor, Designer, and City during construction. CM shall provide recommendations to the City for written communications between the City and Contractor.

2.12.2 RFI Review

The CM shall receive all construction RFIs from Contractor electronically. Electronic RFIs prepared by the Contractor and electronic responses to RFIs will be provided on the Program standard electronic RFI form and in accordance with procedures described in the Construction Administration Plan as developed by the Program Manager. CM shall initially screen RFIs (i.e., return incomplete or inappropriate RFIs to the Contractor upon consultation with Designer).

2.12.3 RFI Responses

The CM shall review and issue RFI responses to the Contractor. The CM shall respond to cost/commercial components of RFIs. CM shall have the authority to respond to RFIs which do not have scope, schedule, or price impacts. At the request of the CM, the Designer shall provide technical (but not cost/commercial) review of the Contractor's RFIs or clarification of the Contract. The Designer shall coordinate such review with the CM as appropriate.

2.13 Contractor Field Engineering

CM shall monitor Contractor's field engineering activities to determine for the benefit of the City whether the Contractor is in compliance with the Contract documents.

2.14 Designer Field Engineering

CM shall monitor and coordinate all Designer field engineering activities with the Contractor.

2.15 Daily Diaries

CM shall maintain daily reports in ASR Program Central of the onsite personnel's observations, directions, and decisions.

2.16 Construction Photographs

CM's inspection staff shall arrange for daily photographs of the work in progress by the Contractor, which shall be attached to the daily reports with appropriate descriptions and times/dates.

CM's staff shall make a photographic record of the project. The photo record shall be sufficiently detailed to determine, for the benefit of the City, that a record of the Contractor's activities is made, beginning with the Contractor's initial site activities and ending with completion of the work. CM shall use digital imaging for all photographs. The photographic plan shall include, at a minimum, requirements for:

1) Consistent, periodic photographs;
2) Consistent viewpoints for complete coverage of the work;
3) Consistency in camera angles;
4) Consistent exposure and resolution settings to capture high quality images;
5) Methods for electronic storage and retrieval of photographic images; and
6) Routine distribution of images to the Program Manager.

The photographic record shall be maintained in ASR Program Central and filed in chronological order with captions documenting the bid package number, name of photographer, date, location, subject, and any special items of note. Along with the photographic record the following shall be kept in ASR Program Central by CM personnel:

- Daily Reports (aka Daily Diaries): records of CMs onsite personnel's observations, directions, and decisions;
- Nonconformance reports;
- Contractor's project schedules;
- Shop drawings and submittals;
- Records of relevant telephone conversations;
- CDAs;
- Change orders;
- Requests and recommendations for payment;
- Records of materials onsite;
- Claims documentation and records;
- Project budget and cost information;
- Spare parts inventories;
- Correspondence;
- Field test results;
- Monthly status reports; and
- Claims.

Task 3: Coordination with Design Services During Construction (SDC)

3.1 General Project Management of SDC

CM shall become familiar with the Designer's scope of work for providing services during construction to determine for the benefit of the City that there is proper coordination between Contractor's, CM's, and Designer's activities.

3.2 Field Consultants

The CM shall be responsible for coordinating all Field Consultants, including, but not limited to, those consultants who perform inspection, test, and survey activities.

3.3 Identify Acceptable Materials and Manufacturer

All initial written Requests for Substitution (RFS) prepared by the Contractor shall be submitted to the CM. The CM shall screen RFSs and return incomplete or inappropriate RFSs to the Contractor after consulting with the Designer. RFS and written responses to RFSs shall be provided on the ASR standard RFS forms and in accordance with the procedures described in the Construction Administration Plans.

3.4 Review Contractor Submittals

CM shall be responsible for receiving all Contractor submittals, samples, and shop drawings, performing the initial review and coordinating review with the Designer. See Section 3.6 for additional requirements.

3.5 Review Deductive Alternate Proposals

Requests from the Contractor to review Deductive Alternative Proposals will be submitted to the CM. The CM shall screen Deductive Alternative Proposals and return incomplete or inappropriate Deductive Alternative Proposals to the Contractor. Proper Deductive Alternative Proposals shall be transmitted by the CM to the Designer for review and action.

3.6 Review Value Engineering Proposals (VEP)

3.6.1 Assumptions:

At the CM's request, the Designer will review the VEP and provide an opinion regarding the value of the proposed change. The Designer shall have the sole responsibility to determine if the VEP will meet the Project requirements and will have the authority to accept or reject the VEP.

3.6.2 VEP Review

CM shall receive all Contractor VEPs. The CM shall screen all VEPs and return incomplete or inappropriate VEPs to the Contractor. Proper VEPs shall be transmitted to the Designer for review and action.

3.6.3 Value Engineering Studies

If requested, the CM shall provide value engineering recommendations to the City and Designer on major construction components, including cost evaluations of alternative materials and systems.

Task 4: Quality Assurance/Quality Control

4.1 Construction Quality

4.1.1 Administer Quality Assurance

CM is responsible for administering Project Quality Assurance (QA) plans developed by the Program Manager. The CM shall establish and implement a program to monitor the work quality. The purpose of the QA shall be to determine for the benefit of the City whether all work by the Contractor meets the requirements of the Contract Documents. The Contractor shall be responsible for construction quality control. Communications between the CM and Contractor with regard to quality review shall not bind the CM or City or release the Contractor from performing work in accordance with the terms of the Contract Documents.

4.1.2 Means and Methods

The CM shall not be responsible for, nor shall the CM control, the Contractor's means, methods, techniques, sequences, and procedures for constructing the Project. The CM's actions in providing the foregoing quality review under this Agreement are a service of the CM for the City's sole benefit. No action taken by the CM shall relieve the Contractor from its obligation to perform the work in strict conformance with the requirements of the Contract Documents and all applicable laws, rules, and regulations.

4.2 Non-Conformance Reports (NCR)

4.2.1 Non-Conformance Reports

If the CM determines that work by the Contractor does not conform to the Contract documents or is otherwise defective, the CM shall, when appropriate, notify the Contractor by issuing a Non-Conformance Report.

4.2.2 Standard Form

Non-Conformance Reports shall be prepared using the standard Non-Conformance Report form found in ASR Program Central and managed in accordance with the procedures described in the Project's CAP.

4.2.3 Treatment of Incorrect Work

The CM shall reject any portion of the work which does not conform to the Contract Documents and transmit to the Designer, the City, and Contractor a Non-Conformance Report. Except for minor variations as described herein, the CM is not authorized to change, revoke, alter, enlarge, relax, or release any requirements of the Contract Documents or to approve or accept any portion of the work which does not conform to the requirements of the Contract Documents.

4.2.4 Corrective Action Plan

Corrective action plans will be prepared and submitted by the Contractor to the CM including a detailed recovery schedule. The CM shall forward the proposed plan to the Designer for review and acceptance. Corrective action process shall be managed in accordance with the procedures described in the Project's CAP.

4.2.5 Monitor Corrective Actions

The CM shall monitor the Contractor's corrective actions and shall advise the Designer of the Contractor's compliance with the approved CAP. After issuing a Non-Conformance Report to the Contractor, the CM shall require that the Contractor submit a plan for corrective action. Upon receipt, the CM shall transmit the action plan to the Designer for review and action.

4.3 Provide Samples and Test Specimens

4.3.1 Sample Log/Contractor's Log

CM shall obtain from the Contractor a comprehensive log of required samples and test specimens and require that the Contractor provide said samples and test specimens in accordance with the Contract Documents. Before any work is initiated, the CM shall contact the Designer to review samples and test specimens and conduct any required testing. CM shall not allow the Contractor to proceed with any work prior to receipt of the Designer's findings regarding the acceptability of the samples and/or test specimens.

Task 5: Testing and Inspections

5.1 Field Testing and Inspection

5.1.1 Tests and Inspection

CM shall be responsible for technical inspection and testing for each Project as required by the Contract documents. CM shall acquire the services of Allied Laboratories to conduct all required onsite soil testing, concrete testing, asphalt testing, bolt torque testing, and weld inspection. All other technical and discipline inspection and testing activities required by the Contract Documents shall be coordinated by the CM. The CM shall receive copies of all inspection and testing reports and shall provide copies of such reports to the Designer and the City.

5.1.2 Special Inspections

The CM shall have sole responsibility for providing and scheduling the required special inspections required to comply with the applicable permits and shall contract with Allied Laboratories to provide the Designer required specialty inspections as allowed by the City and/or County agencies.

5.1.3 Notification

CM shall be responsible for notifying the appropriate building department that all requirements for special inspection were satisfied.

5.1.4 Provide Reports

CM shall submit copies of all test reports to the Designer for review as the Designer deems necessary.

5.1.5 Inspection Concrete Placements

CM shall inspect placements of all concrete and coordinate all testing required by the Contract documents and applicable codes and/or permits.

5.1.6 Inspection of Gravel Road Build up and Maintenance

CM will oversee the build up of existing gravel roads within the ASR program area. CM will inspect the material placement, compaction and final grading of the road build up. CM will confirm actual quantities of materials placed. The inspector will coordinate with the Construction Manager should any compaction tests be required. CM will inspect roads for maintenance requirements in connection with pipeline inspection.

5.2 Geotechnical Input

The CM shall become familiar with all geotechnical information provided by the City and/or Designers to the Contractor.

5.3 Geotechnical Inspections

5.3.1 Independent Testing Firm

The CM shall employ Allied Laboratories for geotechnical testing and inspections.

5.3.2 Information Coordination

CM shall coordinate testing schedules and transmission of test reports, finding, or other information to the Contractor and the Designer. The following details the anticipated material testing.

5.3.2.1 Soils Moisture and Density Testing

Obtain samples of onsite and import soils and conduct laboratory testing as necessary to determine applicable engineering properties of materials (ASTM 698, D4318, D422); observe fill placement and field testing materials for moisture and density using testing method ASTM D2922 (nuclear gauge method) or ASTM D1556 (sand cone method) as necessary to determine compliance with project specifications; and observe subgrade conditions for structures and pavement areas prior to placement of concrete or asphalt; and other testing as required by the Contract Documents.

5.3.2.2 Concrete Testing

CM shall conduct concrete tests required by Designer and Contract documents using test methods ASTM C-31, C-39, C-94, C-143, C-172, C-231, and C-1064. Six cylinders will be cast by the certified technician and properly cured according to ASTM C-31. Two cylinders will be compression tested at seven days, two cylinders will be tested at 28 days, and two cylinders will be held. The held cylinders will not be broken unless the 28-day cylinders do not achieve design strength. At a minimum, one set of cylinders will be obtained for every 50 cubic yard of each type of concrete placed in any one day or a minimum of one set per day of placement.

5.3.2.3 Masonry Inspection

CM shall provide masonry testing of masonry prisms (ASTM E-447-91) and grout specimens (ASTM C-1019) to determine compressive strengths of the various masonry units. An initial set of eight prisms will be cast with three prisms compression tested at 7-days and five prisms tested at 28-days. Each additional set of prisms will consist of a minimum of three prisms compression tested at 7-days. All prisms will be cast by on-site personnel. Grout specimens will be cast by the certified technician. Masonry prisms and grout specimens will be compression tested by an independent laboratory under the direction of CM. A minimum of one set of three prisms and one set of grout specimens will be cast and tested for each 5000 square feet of wall area as masonry construction progress.

5.3.2.4 Weld & Bolt Inspection

CM shall perform visual fillet weld inspection and bolt torque testing as required by the design documents.

5.3.2.5 Asphaltic Concrete Testing

CM shall conduct density tests on the in-place asphaltic concrete using a nuclear density gauge (ASTM Method D2950). As a minimum, one density test shall be conducted for every 5000 square feet of asphalt placed with a minimum of four tests per lift in each area placed. Core samples shall be obtained in the event that nuclear density tests do not meet the minimum Marshall density required by the project specifications.

5.4 Construction Inspection

5.4.1 CM QA

The CM shall have primary responsibility for construction QA observation. CM shall conduct daily onsite observations of the Contractor's work to determine if the work conforms to the Contract Documents and that the integrity of the design concept as reflected in the Contract has been implemented and preserved by the Contractor. The CM shall supervise a team of qualified field inspection personnel, who will prepare written reports, diaries, or other records of their observations.

5.4.2 CM Observation

CM's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. CM does not guarantee the performance of the Contractor. CM's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the Construction Contract. CM shall obtain written plans from the Contractor for quality control of its work and will monitor the Contractor's compliance with its Quality Control (QC) Plan.

5.5 Shop Inspection and Witness Testing

CM shall become familiar with applicable shop inspection and witness testing to determine in the interest of the City that there is coordination for all materials testing for which the CM has responsibility.

Task 6: Construction Schedule

6.1 Preparation of Critical Path Construction Schedule

6.1.1 Schedule Review

The CM has primary responsibility for reviewing the Contractor's initial Construction Schedule and monthly updates. At the request of the CM, the Designer may review the Contractor's Construction Schedule and verify that it is consistent with the requirements of the Contract.

6.1.2 Initial Schedule

The CM shall review the Contractor's initial Construction Schedule and shall determine in the interest of the City whether the schedule is prepared as required by the Contract Documents and that it establishes required completion and milestone dates.

6.2 Updated Schedules

6.2.1 Monthly Schedule Review

The CM shall, on a monthly basis, review the Contractor's construction progress, evaluate the percentage complete of each construction activity as indicated in the Contractor's updated Construction Schedule and review such percentages with the Contractor. This evaluation shall serve as data for input to the periodic Construction Schedule report that shall be prepared and distributed by the CM to the City and Designer. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. The CM shall prepare and distribute schedule reports for each Contractor for which the CM has responsibility.

6.2.2 CM Recommendations

The CM shall advise and make recommendations to the City concerning the alternative courses of action that the City may take in its efforts to achieve Contractor compliance with the Contract required schedule dates.

6.2.3 Recovery Schedule

The CM may require the Contractor to prepare and submit a recovery schedule as specified in the Contract Documents.

6.2.4 As-Built Schedule

Upon final completion of the Contract work, the CM shall coordinate the preparation of an As-Built schedule by each Contractor.

6.3 Review Contractor Work Plan and Schedule

6.3.1 Effect of Change Orders on the Schedule

Prior to issuing a change order, the CM shall determine and advise the City as to the effect of the change on the Baseline ASR Program Schedule. The CM shall verify that activities and adjustments of time, if any, required by approved change orders have been incorporated into the Contractor's Construction Schedule.

6.4 Submittal Schedule

6.4.1 Submittal Schedule

CM shall receive, review, and distribute the Contractor's submittal schedule and shall determine in the interest of the City whether the Contractor complies with the submittal schedule.

6.4.2 Manpower Schedule

CM shall receive and review Contractor's elementary manpower schedule and the Contractor's daily manpower and equipment report.

6.5 Monitor Schedule Progress During Construction

6.5.1 Schedule Monitor

CM shall continually monitor Contractor's progress during construction of the work, make appropriate recommendations to the City and take necessary actions consistent with the Contract documents to determine in the interest of the City whether Contractor complies with all schedule and milestone requirements.

6.6 Notification of Delay

6.6.1 Monitor Delay Claims

CM shall receive, log, and notify the City about all letters and notices from the Contractor concerning claims regarding delays in the Project's critical path. CM shall review all such letters and notices and discuss them with the Contractor, as necessary, to understand each claim or dispute.

6.6.2 CM Recommendations

CM shall advise the City regarding the Contractor's compliance with the Contract requirements for such claims and disputes. CM shall assist the City in discussions with the Contractor to resolve claims and disputes.

Task 7: Insurance and Safety

7.1 Determine Construction Methods and Safety

CM shall manage the health, safety, and environmental activities of its own staff and the staff of the CM's subcontractors to comply with applicable health and safety laws and regulations.

The CM shall review the Contractor's compliance with the safety plan(s) and notify Contractor of safety violations observed while in attendance to normal CM Construction field tasks.

7.1.1 Contractor's Safety Program

The CM shall require each Contractor that will perform work at the site to prepare and submit to the CM for general review a safety plan, as required by the Contract Documents. The CM shall not be responsible for any Contractor's implementation of or compliance with Contractor's safety plans, or for initiating, maintaining, or supervising the implementation of such plans or the procedures and precautions associated therewith, or for the coordination of any of the above with the other Contractors performing the work at the site. The CM shall not be responsible for the adequacy or completeness of any Contractor's safety plans, procedures, or precautions.

7.1.2 Site Access

The CM shall require that each Contractor that will perform work at the site to comply with a site access plan. Each Contractor will be required to have a placard attached to each side of the vehicle or unit of equipment that clearly identifies the Contractor and includes ASR logo to identify that the Contractor is working on the project. All Contractor employee's vehicles will be required to have numbered plastic access cards hung from the rearview mirrors that identify the Contractor and the ASR contract that the particular employee is working on. All visitors will be required to check in with the CM.

7.2 Advise City of Claims

CM shall advise the City of all safety related claims.

7.3 Issue Notice of Nonconformance (Safety)

If, during CM staff inspections and or observations, they observe Contractor's employees not in compliance with Contractor's safety plan the CM shall issue a notice of nonconformance by the Contractor and shall determine in the interest of the City whether the Contractor timely remedies any nonconformance.

7.4 Check Insurance Compliance

The CM shall provide assistance to the City to determine in the interest of the City whether the Contractor complies with the Contract documents insurance requirements.

Task 8: Change Orders and Claims

8.1 Claims Prevention and Management

The CM shall perform all duties and responsibilities identified in the Contract Documents related to resolving claims and disputes between the Contractor and the City related to the acceptability of the work, interpreting the requirements of the Contract Documents, and any other matter concerning the Contractor's performing the work.

8.1.1 Assistance for Claims Preparation & Legal Actions

The CM shall provide assistance required by the City in resolving disputes including, but not limited to, preparing for and serving as a witness in connection with any legal proceeding. Any such work will be paid on a time and material basis.

8.2 Notification of Differing Site Conditions

8.2.1 Subsurface and Physical Conditions

The Contractor is responsible to notify the CM of any differing site conditions. Upon notification by the Contractor that a surface or subsurface condition at or contiguous to the site has been encountered that differs from what the Contractor is entitled to rely upon or from that which is indicated or referred to in the Contract Documents, or that may require a change in the Contract Documents, the CM shall promptly notify the Designer and the CAM. The CM shall receive from the Designer and transmit to the Contractor all information necessary to specify any design changes required by any differing or changed condition and, if necessary, shall prepare an appropriate Request for Proposal, FO, or WCD.

The CM shall, as appropriate, investigate, appraise and evaluate surface or subsurface conditions at or contiguous to the site or other existing conditions, facilities, or equipment to the extent that the Contractor asserts that conditions differ from what is indicated in the Contract Documents. The CM shall assist the City in determining the accuracy of existing drawings or other information contained in the Contract Documents.

8.3 Response to Notification of Delays or Differing Site Conditions

CM shall take all actions provided in the Contract Documents to respond to notification by Contractor of delays or differing site conditions. The CM shall keep the CAM timely informed of all notifications of delays or differing site conditions.

8.4 Evaluate Claims for Extra Work

The CM shall receive, log, and notify the City of notices from the Contractor concerning claims for extra work or other disputes between the Contractor and City.

CM shall review all notices and shall discuss them with the Contractor as necessary to determine in the interest of the City whether all parties have a complete understanding of all claims or disputes.

CM shall timely advise the City regarding Contractor notices of claims for extra work or related disputes.

8.5 Issue Field Orders

CM shall be responsible for issuing, logging and tracking all Field Orders.

8.6 City Directive Allowance (CDA)

8.6.1 Track Changes

CM shall be responsible to track all cost and time changes and determine if they fit under the amount in the CDA in the Contract.

8.7 Construction Change Notices

CM shall review and take appropriate action on all Contractor Change Notices.

8.7.1 Assign Changes to CDA

If an identified change fits under the CDA, the CM shall assign any approved cost and time to adjusting the Contractors bid amount to reflect the approved change amount.

8.7.2 Track the CDA

CM shall track the amount in the CDA and report to the City the status of funds used and remaining in the CDA.

8.8 Construction Change Orders

The CM shall implement a change order control system which is consistent with the Contract Documents. Changes to any Contracts between the City and its Contractors shall be only by Change Orders executed by an authorized City representative. CM is not authorized to execute Change Orders.

All proposed City-initiated changes shall initially be described in detail by the CM in a request for proposal issued to the Contractor. The request shall be accompanied by appropriate drawings and specifications prepared by the Designer. In response to the request for a proposal, the Contractor shall prepare and submit detailed information concerning the price and time adjustments, if any, which may be necessary to perform the proposed changed work. Upon receipt, the CM shall review the Contractor's proposal, shall discuss the proposed change order with the Contractor, and determine the Contractor's basis for proposed price and schedule adjustments.

The CM shall review all Contractor-requested changes to the Contract price and/or time, determine the basis of the request, and assemble and evaluate information concerning the request. The CM shall provide copies of each change request to the Designer and CAM. The CM shall consider the Designer's comments regarding the proposed changes. The CM shall prepare a detailed estimate of cost and time of the proposed change as a basis for comparison with the Contractor's proposed price and time. CM shall assist the City in negotiating the price and time impacts of change orders with the Contractor.

The CM shall manage the CDA which is a line item on Contractors bid that is determined by the City. The CDA belongs to the City and shall be used to modify the bid amount as monitored and recommended by the CM to the Program Manager and City for addition to the Contractors payable amount. The CM shall monitor the Allowance. Any amount resulting from a change that exceeds the CDA shall be via Contract Change therefore by Change Order.

The CM shall make recommendations to the City regarding all proposed change orders and change order requests. At the City's direction, the CM shall prepare and issue to the Contractor appropriate change order documents. The CM shall provide copies of all approved change orders and CDA to the Designer.

8.8.1 Minor Variations in Work

The CM may recommend to the CAM minor variations in the work which do not involve an adjustment in the Contract price or time for construction and which are consistent with the Contract Documents. Upon review and approval of the Designer, the CAM may approve such changes. The CM shall provide copies of such authorizations to the Designer.

8.9 Evaluate Change Orders

As requested, CM shall evaluate all change orders and CDAs to the Project's schedule and budget.

The CM shall review information submitted by the Contractor regarding the effect of proposed or issued Change Orders and/or CDAs upon the construction schedule, duration, and completion date.

The CM shall advise the City as to the potential impact of proposed or issued Change Orders and CDAs and shall prepare appropriate documentation to support each change order.

8.10 Evaluate Stored Materials

The CM shall evaluate the Contractor's methods, location, and protection of all stored equipment. The CM shall make recommendations for partial payment of stored equipment, and certify to the City that the equipment is properly stored, protected, and insured prior to recommending payment to the City.

Task 9: Surveying

9.1 Establish Survey Control Points

Designer shall show all control points on design drawings.

9.2 Field Surveying

Contractor shall be responsible for conducting all field surveys required to layout its work, and accurately locate new facilities. CM shall review these surveys for general conformance with Contract Documents.

9.3 Construction Surveying – Validation

CM shall perform periodic surveys to check Contractor's survey and estimate of quantities (where appropriate). This survey does not relieve the Contractor of the responsibility for construction staking and layout.

9.3.1 Independent Survey Checks

The CM shall employ Allied Laboratories for the check survey services, or other services related to verifying the quality of the Contractor's work.

9.4 Provide Certificates of Compliance

When required by the Contract documents, Contractor shall provide certificates of compliance of its field surveying by certifying the accuracy of the Contractor's control survey, and the actual location of temporary or permanent facilities. The CM shall be primarily responsible for review and acceptance of the Contractor's certificates of compliance.

Task 10: Temporary Facilities and Staging

10.1 Project Staging and Layout Temporary Facilities

CM shall review the Contractor's staging areas and facilities for compliance with the Contract Documents. Contractor shall be responsible to obtain any and all permits pertaining to these temporary facilities. CM shall monitor and see that all such permits are obtained and permit requirements adhered to.

10.2 Approve Staging, Storage, and Temporary Facility

The CM shall have primary responsibility for review and approval of the Contractor's plans for temporary facilities and staging.

10.3 Materials and Equipment Shipment, Handling, and Protection

The Contract Documents require that the Contractor identify its plans for materials and equipment handling, protection and storage. The CM shall have primary responsibility for reviewing and approving the Contractor's plans.

Task 11: Equipment Testing, Training, and Startup

11.1 Startup

CM shall provide assistance, as requested by the Designer, during start-up activities. This assistance will generally involve coordination with Contractor's functional and performance testing and documenting the satisfactory completion of testing.

11.2 Training Assistance by Equipment Manufacturer's

CM, in concert with the Contractor, shall coordinate the services of qualified representatives from equipment manufacturers who will train the City operations staff in the operation and maintenance of the various pieces of equipment.

11.3 Operation Manual

CM shall provide advice, as requested, concerning the acceptability of operations manuals submitted for City use under the construction contract.

11.4 Furnish Equipment Maintenance Manuals

CM shall receive and review for compliance all equipment maintenance manuals prior to issuing to Designer for review.

CM shall coordinate with the Contractor for the submission of required manuals provided by equipment suppliers for operation and maintenance.

CM shall coordinate with the Contractor for the submission of required maintenance summaries.

11.5 Functional Testing

11.5.1 Review Functional Testing Plan and Schedule

Designer shall have primary responsibility for approving the scheduling, training plan, and training materials for all functional testing.

11.5.2 Responsibility for Functional Testing

The Contractor has primary responsibility to schedule and perform functional testing required by the Contract documents for equipment and control systems. The Contractor shall submit its plans for functional testing to the CM. The CM shall validate the acceptance of the functional testing and provide recommendations for proceeding with the performance testing or other additional testing as required by the Contract Documents.

11.5.3 Observe and Witness Functional Tests

CM shall observe and, as required, witness functional test procedures and results. CM shall also notify Contractor of failed tests and the requirements for repeating functional test(s).

11.6 Startup Planning and Startup

11.6.1 Pre-Startup Readiness Assessment

When requested by the CM, the Designer shall conduct an investigation regarding the readiness of the facilities for startup.

11.6.2 Startup Responsibility

The Designer has responsibility to startup their project equipment and integrated systems. That shall include adjusting and balancing individual pieces of equipment and systems to operate at design capacity and efficiency.

11.6.3 Startup Plan

Designer shall submit a startup plan to the CM for their project.

11.6.4 Review of Startup Plan

If requested by the CAM, CM shall review and provide comments on the startup plan prepared by the Designer.

11.6.5 CM Provides Startup Assistance

CM shall be present and advise the Designer during startup and shall assist the City in activities related to the initial operation of any equipment installed by the Contractor, including startup testing, adjusting, and balancing.

11.6.6 Obtaining Operating Permits

The CM shall, if requested, assist the City in obtaining any necessary permits which may be required for operating the various ASR facilities. All costs for such work shall be paid on a time and material basis

11.7 Provide Manufacturer Certificates and Manuals

The Contract Documents require the Contractor to provide manufacturer's certificates that certify proper installation and completion of functional and performance testing for all equipment. CM shall coordinate with the Contractor for submission of required certificates and the maintenance summaries. Performance testing shall not be allowed to commence without receipt of all required manufacturer's certificates.

Prior to the final completion of the Project, the CM shall compile manufacturers' operations and maintenance manuals, warranties, guarantees, and certificates and index and bind such documents in an organized manner. This information shall be given to the City.

11.8 Performance Testing

11.8.1 Responsibility for Performance Testing

The Contractor is responsible to conduct all performance tests and manage systems as necessary to meet design performance criteria as specified in the Contract Documents. Contractor shall schedule and coordinate all performance testing with the CM.

11.8.2 Contractor and CITY Cooperation

Contractor shall work with the City operations personnel to operate the Project facilities throughout the performance test period.

11.8.3 Observe and Witness Performance Tests

CM shall coordinate all performance activities, oversee and, as required, witness performance test procedures and results

11.8.4 CM validates performance testing

The CM shall validate the acceptance of performance testing, and provide recommendations for proceeding with additional testing as required by the Contract Documents.

Task 12: Project Closeout

12.1 Record Drawing Verifications

The Contractor is required to maintain up-to-date, marked-up prints of construction drawings showing all field changes and as-built conditions. Upon project completion Contractor shall submit a complete set of record drawings to the CM. During construction the CM shall monitor the completeness of the record drawings on a monthly basis. If necessary, reductions in progress payments shall be made to determine in the interest of the City whether record drawings are maintained by the Contractor.

12.2 Record of Drawing Preparation

Upon completion of facilities Contractor shall submit all as-built information to the CM. The CM shall provide to the Designer the as-built data the CM has collected. Record drawings will be prepared by the Designer based upon the information compiled and furnished by the Contractor. The final record set of drawings and specifications shall be bound and delivered to the City by the Designer.

12.3 Release of Liens

The CM shall coordinate with the Contractor for the submission of required warranties, guarantees, lien releases, and other similar documents as required by the Contract Documents. The CM shall advise the City as to the acceptability and compatibility of these documents with the construction Contract.

12.4 Warranty Period Assistance

As requested by the City, CM may provide assistance concerning warranty issues associated with the Project. This service shall be paid on a time and material basis.

12.5 Jobsite Training

The Contract Documents require that various equipment manufacturers provide job-site training for City's personnel. The Contractor shall make requests to schedule said training to the CM, and the CM shall have primary responsibility to coordinate with City and approve requests for training. Jobsite training shall not be allowed to commence prior to completion of functional and performance testing, and receipt of manufacturer's certificate of compliance and proper installation.

12.6 Substantial Completion

The CM shall determine when the Contractor's work is substantially complete in accordance with the construction Contract Documents. In consultation with the Designer, the CM shall, prior to issuing a certificate of substantial completion, prepare a list of incomplete work or work which does not conform to the requirements of the Contract Documents. This list shall be attached to the certificate of substantial completion.

12.7 Final Completion

In consultation with the Designer, CM shall be responsible for determining final completion, based on CM's assessment of the Contractor's work, and its compliance with the requirements for final completion set forth in the Contract Documents.

CM shall prepare and submit the City documents for final completion and acceptance of the work. CM shall issue documents for final completion and acceptance of the work when directed by the City.

CM shall provide consultation to the City concerning final payment, release of retention, and release of insurance and bonds.

12.8 Occupancy and Startup Permits

CM shall assist the City in securing occupancy and start-up permits. If the Contract Documents require the Contractor to secure occupancy, startup, or other permits, CM shall monitor the Contractor's efforts and shall advise the City of the Contractor's progress. If the City is required to secure such permits, CM shall assist the City by coordinating final inspections, submitting documents to the governmental agencies and coordinating any required inspections.

Task 13: Supplemental Services

Upon request of the City, the CM shall provide additional services that are not described by Tasks 1 through 12. For any such work, the CM shall first furnish a written scope and cost estimate to the City. CM shall not perform any additional work unless the work is approved, in writing, by the City. A budget amount of **$100,000** has been included for the Supplemental Services. The budget amount shall be monitored separately by the CM and shall not be used for any other purpose than specifically authorized. The City may authorize the CM to perform services outside of the scope of Tasks 1 through 12, including, but not limited to the following:

- Preparing estimates of construction costs for each submittal of design drawings and specifications from the Designer. This estimate will include a contingency acceptable to the City, CM, and the Designer for construction costs appropriate for the Project. The CM will facilitate decisions by the City and Designer when changes to the design are required.
- Recommending revisions to the Project that may result from proposed design changes.
- Advice concerning City-furnished equipment, materials, and supplies.
- Services concerning procuring and managing third party contractors other than testing, inspection and survey firms.
- Performing materials testing, specialty testing, and surveying services not included in Task 5 and 9.
- Services related to the City's operation and use of the completed project other than as specifically provided in the above scope of work.
- Services related to warranty claims, enforcement, and inspection.
- Control System Software (Including HMI and/or PLC software).
- Developing and populating maintenance management systems.
- Investigating and analyzing Contractor claims.
- Serving as a witness in connection with any public or private hearing or other forum related to the project.
- Value engineering or similar value analysis studies.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City.
- Performing periodic labor evaluations and processing prevailing wage documentation.

Exhibit B – Designer Scope of Services During Construction

Project ASR Phase II Pipelines and Surge Tanks
Construction Management Services Scope of Work
City of Wichita, Kansas

November 23, 2009

Task 1: Document Review

1.1 Review and Acceptance of Submittals

Designer shall receive Contractor Submittals and shop drawings electronically as provided by the CM. Designer shall review the submittals for accuracy and acceptability to the design drawings and specifications. Upon review Designer shall mark the submittals:

- **Approved:** Contractor may incorporate product(s) or implement work covered by submittal.
- **Approved as Noted:** Contractor may incorporate product(s) or implement work covered by the submittal in accordance with Designer's notations.
- **Rejected-Resubmit:** Contractor may not incorporate the product(s) or implement work covered under the submittal and must resubmit the entire submittal.
- **Not Subject to Review:** Submittals not required by Contract Documents.

Submittals shall then be returned to the CM for logging and return to the Contractor. Contractor shall be allowed no more than two separate reviews per submittal. Additional reviews required for any submittal beyond two shall be at the Contractor's expense.

1.2 Samples and Test Specimens

The Designer shall have the sole authority and responsibility to approve or reject the proposed samples and test specimens. Samples will be received under a hard copy of the submittal cover sheet for identification purposes following an electronic submittal. Designer shall treat samples as other submittals and Shop Drawings are treated.

1.3 Review and Answer Request for Information (RFI)

Designer shall receive RFIs electronically from the CM. Designer shall assign them to qualified design staff that is knowledgeable of the ASR design. Designer shall evaluate Contractor's questions to determine if the answer will cause a change that has cost or time impact to the Contractor's contract. If, in the Designers' opinion, there is an increased cost or require added construction time Designer shall so indicate on the provided electronic form. All answers should include written and diagrammatic information as needed that is clear and concise. Answers shall be directed back to the CM for logging and return to the Contractor.

Allowance has been made for revisions to the RFIs if needed. All original and revision RFIs will be tracked electronically.

1.4 Review Deductive Alternate Proposals

At the CM's request, the Designer shall review cost reduction proposals and provide an opinion regarding the value of the proposed change. The Designer shall have the responsibility to determine if a deductive alternative will meet the Project requirements and make a recommendation to the City, through the CAM, to accept or reject a proposed change.

Task 2: Designer Field Services

2.1 Meeting Attendance

Designer shall assign a design staff member to attend all weekly progress meetings. Designer will be prepared to report on status of submittal review(s) and RFI answer process. Designer may be requested to observe specific site issues for comment and review. Those site visits will be coordinated by the CM.

Designer may also be requested to attend special meetings regarding problem issues, functional testing, scheduling, change orders, and others.

2.2 Site Visits

Designer may visit and observe site conditions, work status, quality of work being performed, means, and methods at any time as work progresses. The CM requests that Designer check in with CMs office upon his entry on site. Designer is to inform the CM of any problem areas, issues, concerns, and or direction he/she has given to Contractor, prior to leaving the site. Designer will follow up with a written report to the CM covering these and other observations that were made during his/her visit.

Designer may provide field engineering services, during site visits, at the request of the CM.

Task 3: Non-Conformance by the Contractor

3.1 Non-Conformance Reports

If Designer discovers or believes that any work by the Contractor does not meet the requirements of the Contract Documents, or is otherwise defective and does not conform to applicable rules and regulations, Designer shall notify the CM. CM shall provide Designer with a copy of all Non-Conformance Notices issued to the Contractor.

3.2 Corrective Action Plans

The Designer shall have sole authority and responsibility to approve or reject the proposed corrective action plan. Designer shall be provided access to the site to review conditions of the work and a reasonable timeframe to complete review of the Contractor's corrective action plan. CM shall provide to the Designer all corrective action plans submitted by the Contractor for approval. Designer shall review and have sole approval authority prior to corrective action being taken.

Task 4: Testing and Inspections

4.1 Field Testing and Inspection

Designer shall provide recommendations to the CM for required special inspections for each bid package.

4.2 Test Report Review

Designer shall receive copies of all test reports to review for compliance with the Contract Documents and provide comment as needed. A report shall be provided to the CM regarding any deficiency found during review.

Task 5: Construction Change Orders & City Directive Allowance

5.1 Design Change Drawings

The Designer, at the CM's request, shall prepare and provide drawings, specifications and other information for proposed changes, and issue these to the CM.

5.2 Work Change Directives

Designer shall review and approve of all Work Change Directives.

5.3 Field Orders

Designer shall review and approve all Field Orders.

Task 6: Equipment Testing, Training, and Startup

6.1 Evaluate Capability to Startup

When requested by the CM, the Designer shall conduct an investigation regarding the readiness of the facilities for startup. The Designer shall review all records from functional and performance testing, and meet with the CM and the City to review the start-up plan. Following acceptance of the startup plan, completion of all functional and performance testing, and receipt of all manufacturer's certificates, Designer shall issue a recommendation to the CM that the facility is ready for startup.

6.2 Startup

The Designer shall be responsible to perform startup of the project systems, including adjusting and balancing to achieve the design operating performance and efficiency. In addition, Designer shall:

- Assist the City in activities related to the initial operation of any equipment installed by the Contractor.
- Review the completion status of facilities and advise the CM regarding the readiness of facilities for startup.
- Direct Contractor trade personnel provided to assist with startup activities.
- Conduct a daily startup meeting to coordinate all startup activities.

Designer will also provide assistance and advice to the Contractor during the performance test period as required.

6.3 Training Assistance by Designers

The Designer shall conduct training sessions to familiarize the City's staff with proper operation of the newly constructed facilities.

6.4 Furnish Equipment Maintenance Manuals

The Contract Documents require the Contractor to provide hard-copy and electronic versions of operations and maintenance manuals for all equipment systems.

The manuals shall be reviewed by Designer for general compliance with the requirements of the Contract Documents

6.5 Furnish Maintenance Summaries

The Contract Documents require the Contractor to provide hard-copy and electronic versions of maintenance summaries for all equipment systems.

The maintenance summaries shall be reviewed by Designer for general compliance with the requirements of the Contract Documents

6.6 Review Functional Testing Plan and Schedule

Designer shall have primary responsibility for reviewing and approving the scheduling, training plan, and training materials for all functional testing.

Task 7: Development of Final Project Documents

7.0 Final Revision of Project Drawings and Specifications

Designer shall make a final revision to all design drawings and specifications to include all Contractor provided record data information. This information shall then be given to the CM for delivery to the Owner.

Exhibit C
Compensation and Schedule

WICHITA ASR II PIPELINES CPS -CM/DESIGNER , MANHOUR/FEE ESTIMATE

PROJECT SCHEDULE

Bid Package	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11
B1--Diagonal et.al.				BD	BD	BD	MB	CN	CN	CN	CN	CN	CN	CN	CN	CN	CN	CN	CN	CN	CN	PL	PL	RO	RO
RPR (hrs/wk)							40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	20	20	8	4
Inspector								90	90	90	90	90	90	90	90	90	90	90	90	90	90	45			
Specialty Inspect								18	18	18	18	18	18	18	18	18	18	18	18	18	18	24			
C1--SW 72nd Street		BD	BD	BD	MB	CN	CN	CN	CN	CN	CN	CN	CN	CN	CN	PL	PL	RO	RO						
RPR (hrs/wk)					30	30	30	30	30	30	30	30	30	30	30	30	30	4	4						
Inspector						45	45	45	45	45	45	45	45	45	45										
Inspector (Roads)					40	40	40	20	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Specialty Inspect						16	16	16	16	16	16	16	16	16	24	16	0								
D1--Golden Prairie			BD	BD	BD	MB	CN	CN	CN	CN	CN	CN	CN	CN	CN	CN	CN	PL	PL	RO	RO				
RPR (hrs/wk)						25	25	25	25	25	25	25	25	25	25	25	25	25	25	4	4				
Inspector							45	45	45	45	45	45	45	45	45	45	45								
Specialty Inspect							9	9	9	9	9	9	9	9	9	9	29	10							
E1--Surge Tanks		BD	BD	MB	CN	CN	CN	CN	CN	CN	CN	CN	PL	PL	RO	RO									
RPR (hrs/wk)				25	25	25	25	25	25	25	25	25	25	25	8	4									
Inspector					40	40	40	40	40	40	40	40	40	40											
Specialty Inspect								4	4	4	20	20	20			0	0								

BD=Bid Phase; MB=Mobilization; CN=Construction Phase; PL=Punch List, Cleanup, Demobilization; RO=Record Drawings, O&M Manual, Close Out

Monthly Totals - Estimated Level of Effort (hrs):

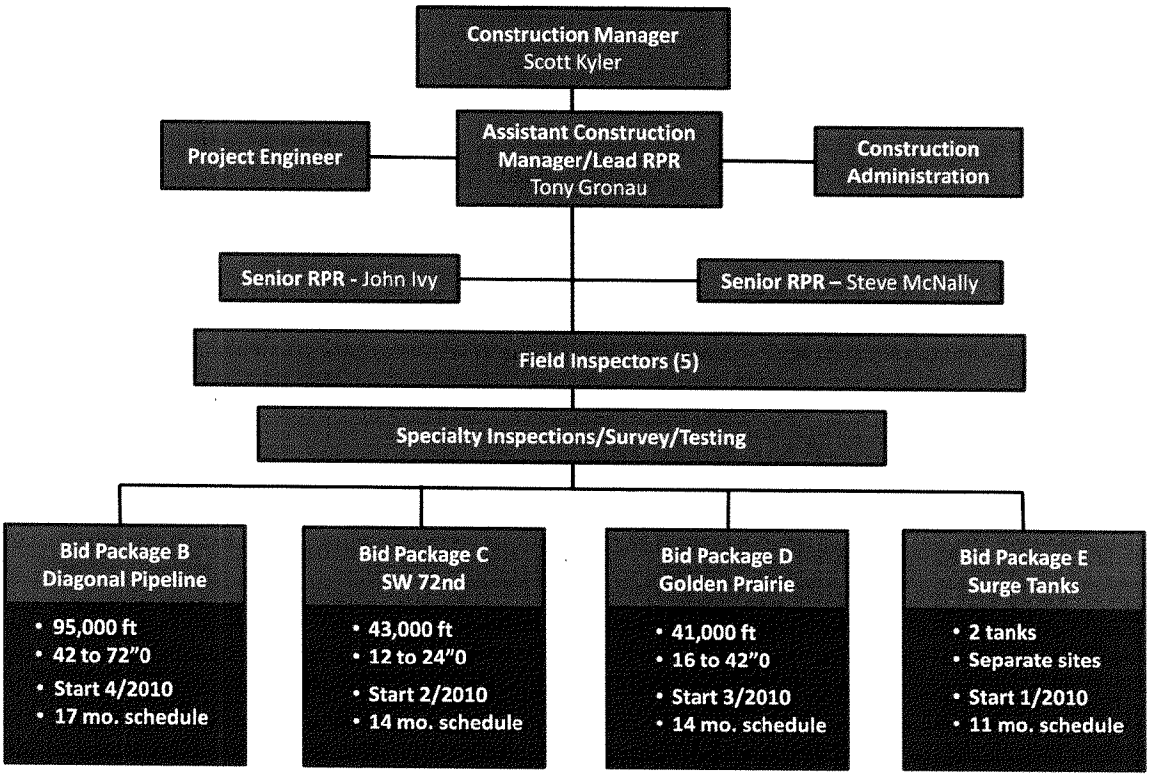
	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11
CM	0	52	130	195	195	195	195	195	195	195	195	195	195	195	195	195	195	195	195	195	195	195	195	173	173
Admin Assistant	0	0	130	217	217	217	217	217	217	217	217	217	217	217	217	217	217	217	217	217	217	217	217	217	217
Project Manager	0	35	65	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87
Project Eng.	0	17	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52
RPR	0	0	0	108	238	346	520	520	520	520	520	520	520	520	446	429	411	299	299	191	191	87	87	35	17
Inspectors	0	0	0	0	346	541	736	1039	1005	1005	1005	1005	1005	1005	831	637	637	442	442	442	442	247	52	52	52
Inspector - roads	0	0	0	0	173	173	173	87	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52
Spec. Inspectors	0	0	0	0	0	69	108	204	204	204	273	273	273	186	221	186	204	121	78	78	78	104	0	0	0
Subconsultant Engr.	0	0	35	35	43	52	87	87	87	87	87	87	87	87	78	78	78	78	78	69	69	43	43	26	26
Principal Engr.	0	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35

PROJECT SUMMARY

	Total Hours	Billable Labor	ODC's at 10%	Total Cost
CM	4,425	594,755	59,475	$654,230
Admin Assistant	4,893	438,404	43,840	$482,244
Project Manager	2,005	384,920	38,492	$423,412
Project Eng.	1,212	213,382	21,338	$234,721
RPR	7,339	924,758	92,476	$1,017,234
Inspectors	12,964	1,379,372	68,969	$1,448,340
Inspectors - Roads	1,490	158,485	15,848	$174,333
Spec. Inspectors	2,862	320,559	32,056	$352,614
Subconsultant Engr.	1,524	219,479	21,948	$241,427
Material Testing/Insp.	LS			$149,234
Principle Engr.	831	186,225	18,622	$204,847
Subtotal	**39,546**	**$ 4,820,338**	**$ 413,065**	**$ 5,382,700**
Task 13 - Supplemental Services (Allowance)				**$ 100,000**
TOTAL	**39,546**	**$ 4,820,400**	**$ 413,100**	**$ 5,482,700**

Exhibit D
Roles and Responsibilities

Construction Management Staff Organization



Construction Management Roles and Responsibilities

Role: Construction Manager

Responsibilities:

- The Construction Manger will supervise the Construction Management Staff.
- The Construction Manager shall be the primary contact between the Program Manager and the ASR PH2 Pipeline contractors.
- The Construction Manager will be responsible for administering the construction contracts.
- The Construction Manager will be responsible for the timely completion of the ASR PH2 Pipeline completion.
- The Construction Manager will coordinate with the Program Manger Pipeline construction work with the overall ASR PH2 project.
- The Construction Manager will assist the City in preparing the City's position in claim proceedings.
- The Construction Manager will monitor potential adjustments to the Construction Contract amount and provided cash flow reports to the Program Manager as required.
- The Construction Manager will provide monthly progress reports including schedule updates.
- The Construction Manager will review all RFIs and RFI responses.
- The Construction Manager will write Change Orders and City Directive Allowances for the City and Work with RPRs to evaluate potential changed conditions.
- Comply with ASR PH2 Contract.
- Coordinate the work of all of the ASR PH2 contractors.
- Assure that all of the Construction Management stall follow CDM quality management plans QMP 2 and QMP 2A.
- Assemble final record documents.
- Assemble O&M Manuals.
- Attend progress meetings as needed.
- Mentor and train other staff.

Construction Management Roles and Responsibilities

Role: Assistant Construction Manager/Lead RPR

Responsibilities:

- The Assistant Construction Manager will act as the Construction Manager in the absence of the Project Manager.
- The Assistant Construction Manager will supervise the work of field staff.
- The Assistant Construction Manager will interact with the Program Manager and the ASR PH2 Pipeline contractors and the Owner's Staff.
- The Assistant Construction Manager will administer the construction contracts.
- The Assist the Construction Manager in analyzing construction progress and schedule.
- The Assistant Construction Manager will work with the Construction Manager to coordinate with the Program Manger Pipeline construction work with the overall ASR PH2 project.
- Work with the Construction Manager to assist the City in preparing the City's position in claim proceedings.
- Assist the Construction Manager in the compilation of monthly progress reports including schedule updates.
- Review all RFIs and RFI responses.
- Aid the Construction Manager in writing Change Orders and City Directive Allowances for the City.
- Work with RPRs to evaluate potential changed conditions.
- Coordinate the work of all of the ASR PH2 contractors.
- Assure that all of the Construction Management stall follow CDM quality management plans QMP 2 and QMP 2A.
- Attend progress meetings as needed.
- Mentor and train other staff.

Construction Management Roles and Responsibilities

Role: Project Engineer

Responsibilities:

- Assist Construction Manager and Resident Project Representatives in responding to RFIs.
- Review Contractor's submittals prior to forwarding submittals to designers.
- Assist Construction Manager in evaluating Contractor Claims.
- Assist Construction Manager in drafting Change Orders, Field Orders and City Directive Allowances.
- Work with RPRs to evaluate potential changed conditions.
- Coordinate with designers regarding field design changes.
- Follow CDM quality management plans QMP 2 and QMP 2A.
- Assist CM with final record documents.
- Assist CM in compilation of O&M Manuals
- Post Changes to Contract Documents

Role: Construction Administration

Responsibilities:

- Establish and maintain construction files for each construction contract.
- Keep and distribute Meeting Minutes
- Use SharePoint® to log and track submittals, RFIs, Field Orders, City Directive Allowances, Change Orders, Meeting Minutes ext.
- Maintain files.

Construction Management Roles and Responsibilities

Role: Senior Resident Project Representative

Responsibilities:

- RPR will supervise and mentor resident inspectors
- Follow CDM quality management plans QMP 2 and QMP 2A.
- Review Contractor's Pay Applications
- Maintain Record Documents
- Review RFIs and answer RFIs that do not require designer input, obtain designer input on those that do.
- Work proactively with Contractors by explaining requirements of the Contract Documents prior to the commencement of construction activities.
- Attend weekly progress meetings
- Draft Field Orders
- Draft City Directive Allowances
- Review daily reports
- Monitor construction schedules
- Observe construction activities for compliance with the Contract Documents
- Schedule testing
- Schedule surveyors as necessary
- Observe and oversee startup and testing of equipment and facilities.

Construction Management Roles and Responsibilities

Role: Field Inspectors

Responsibilities:

- Inspects construction work to ensure compliance with design documents.
- Notes deficient work and notifies Contractor and RPR of deficiencies.
- Maintains quantity books.
- Writes and maintains Daily reports.
- Tracks stored materials
- Reviews pay applications with RPR.
- Reviews Contractor's redline drawings on a weekly basis.
- Attends weekly progress meetings as necessary.
- Interfaces between Contractor and Owner.
- Maintains professional relationship with property owners.
- Keeps photographic record of work progress and maintains photo log.
- Provides insight regarding potential changes to assist RPR and Construction Manager.
- Follow CDM quality management plans QMP 2 and QMP 2A.

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition of 5808 East Wallace for the Gypsum Creek – Pawnee to Woodlawn Flood Control and Stream Restoration Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes funding for improving the natural channel of Gypsum Creek between Pawnee and Woodlawn by channel benching. The project requires the acquisitions of three parcels along the creek. This will allow for access to the creek and the ability to maintain the creek. The property located at 5808 East Wallace is one of the three parcels.

Analysis: 5808 East Wallace is improved with a 1954, single-family ranch house. The home is comprised of 879 square feet on a 7,670 square foot site. The landowner accepted the appraised offer of $64,000, or $73 per square foot. In addition to the purchase price, the seller is eligible for relocation benefits. The house will be razed and the site maintained as open space.

Financial Considerations: $76,050 is the requested budget for the acquisition of this parcel, which includes $64,000 purchase price, $5,250 for reestablishment, $1,800 for moving and $1,000 for closing costs, title insurance and administrative fees. $4,000 is estimated as the cost for demolition. The funding source is General Obligation Bonds repaid by Stormwater Utility Funds.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving stormwater conveyance and reducing flood losses.

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

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

Attachments: Real Estate purchase agreement and tract map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 17th day of DECEMBER, 2009 by and between Bruce Moxley, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

East 59 feet of Lot 5, Block J, of the Reserve East Addition.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property **the sum of Sixty Four Thousand Dollars ($64,000) in the manner following, to-wit: cash at closing.**

3. Buyer requires and at its cost, will order a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), H.O.W. and interest, if any, shall be adjusted and prorated as of the closing date.

6. Taxes shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they now are, reasonable wear and tear expected.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before January 15, 2010.

9. Buyer agrees Seller is eligible for moving costs.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.

11. Buyer will pay 100% closing costs; the Seller 0%.

12. Closing will be held at Security First Title, 434 North Main, Wichita, KS.

13. Buyer and Seller agree date of possession will be no later than 30 days after closing. Extended time will be permitted in 30 day increments at a rental rate of $525 per month.

14. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

15. Paragraphs 7, 9 & 13 survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Bruce Moxley

Bruce Moxley

BUYER:
By Direction of the City Council

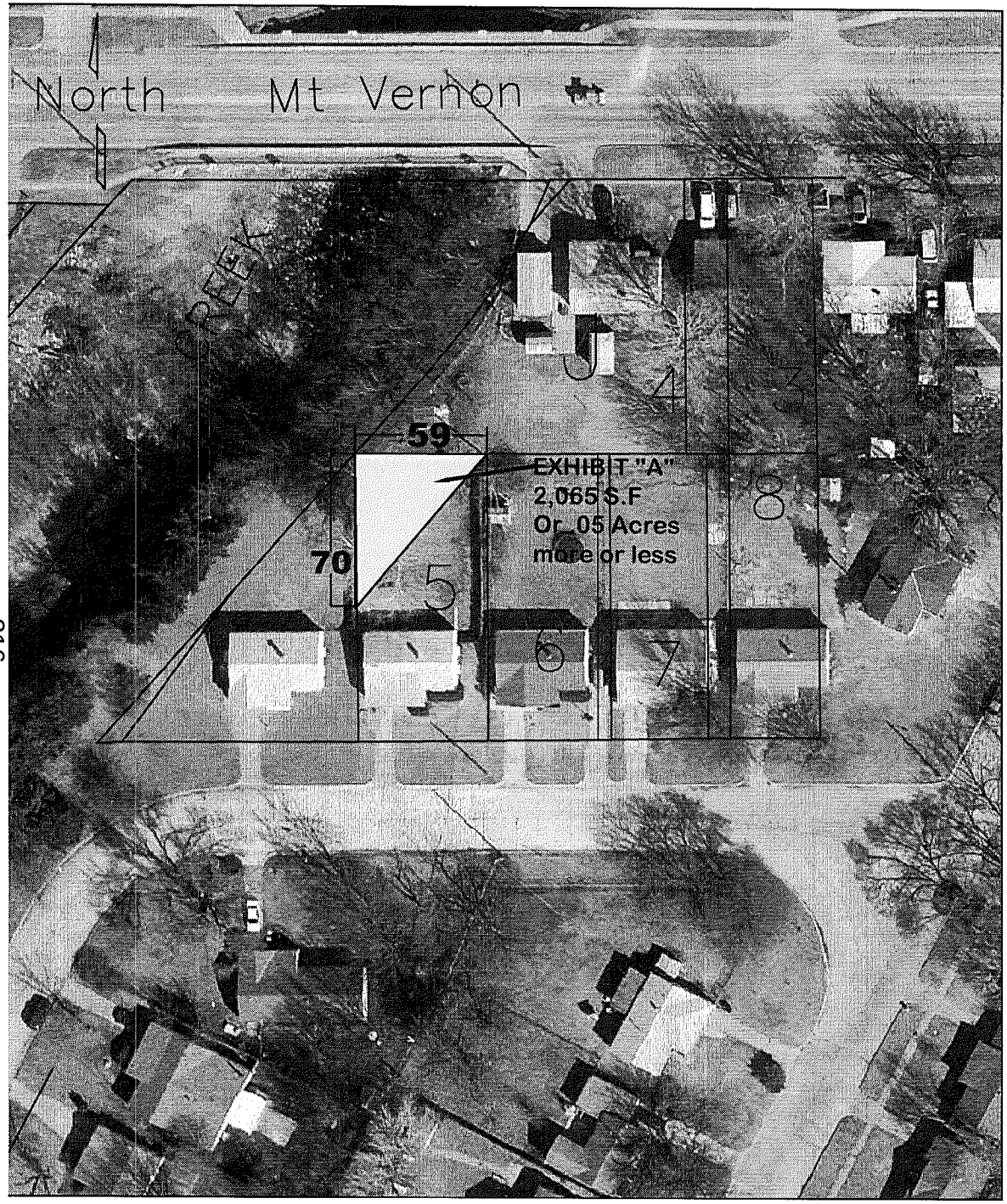
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law



LEGAL DESCRIPTION:
Beginning at the northeast corner of Lot 5, Block J, of the Reserve Addition, thence west 59 feet to the northwest corner of said lot 5, thence south 70 feet parallel to the east line of said lot 5, thence 92 feet to the place of beginning

Said tract of land contains 2,065 S.F. or .05 Acres more or less

CITY OF WICHITA PUBLIC WORKS	EXHIBIT "A"
	TRACT MAP
	CITY OF WICHITA STORM WATER MANAGEMENT CITY HALL, 8TH FLOOR WICHITA, KS 67202

C-24916, Moxley

CITY OF WICHITA
City Council Meeting
January 5, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition of Land at the Southeast Corner of 125th Street North and 199th Street West for the Integrated Local Water Supply Plan (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water, (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. An acquisition of a five acre well site is necessary in the northern portion of Sedgwick County. A site in Section 5, Township 25 South, Range 1 West of the 6th Principal Meridian has been identified. The site is more commonly identified as being five acres at the Southeast corner of 125th Street North and 199th Street West.

Analysis: This specific site is currently in agricultural production. The proposed five acre acquisition will not impact the remaining 67 acres. Based on a market analysis of comparable properties, it was determined that agricultural land is valued at $1,800 an acre. The owner has agreed to convey the site for the value of $9,000, or $1,800 an acre.

Financial Considerations: A budget of $10,000 is requested; this includes $9,000 for the acquisition, $1,000 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over $7.6 million

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

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

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

Attachments: Real estate purchase agreement, tract map and area map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2009 by and between, Brian J. and Mary L. Murdock, husband & wife, as joint tenants, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Statutory Warranty Deed of the following described real property, situated in Sedgwick County, Kansas, to wit:

As described: The North 466.69 feet of the West 466.69 feet of the Northwest Quarter of Section Five (5), Township Twenty-five (25) South, Range One (1) West of the sixth Principal Meridian, Sedgwick County, Kansas. Said tract contains 5.0 acres, more or less, including existing road right-of-way.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Nine Thousand Dollars and No Cents ($9,000.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, any and all damages including but not limited to severance, crops exceeding current crop, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 18, 2009.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they are now, reasonable wear and tear excepted.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. Seller hereby agrees that damages arising, if any, to the remainder property during

construction are to be addressed by filing a claim with the Buyer, City of Wichita, Kansas, City Clerk's Office. 455 North Main, Wichita, KS 67202. (316)268-4529.

10. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

11. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to closing shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

12. Paragraphs 9 and 11 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Brian J. Murdock, husband,
joint tenant

Mary L. Murdock, wife,
joint tenant

BUYER:

ATTEST:

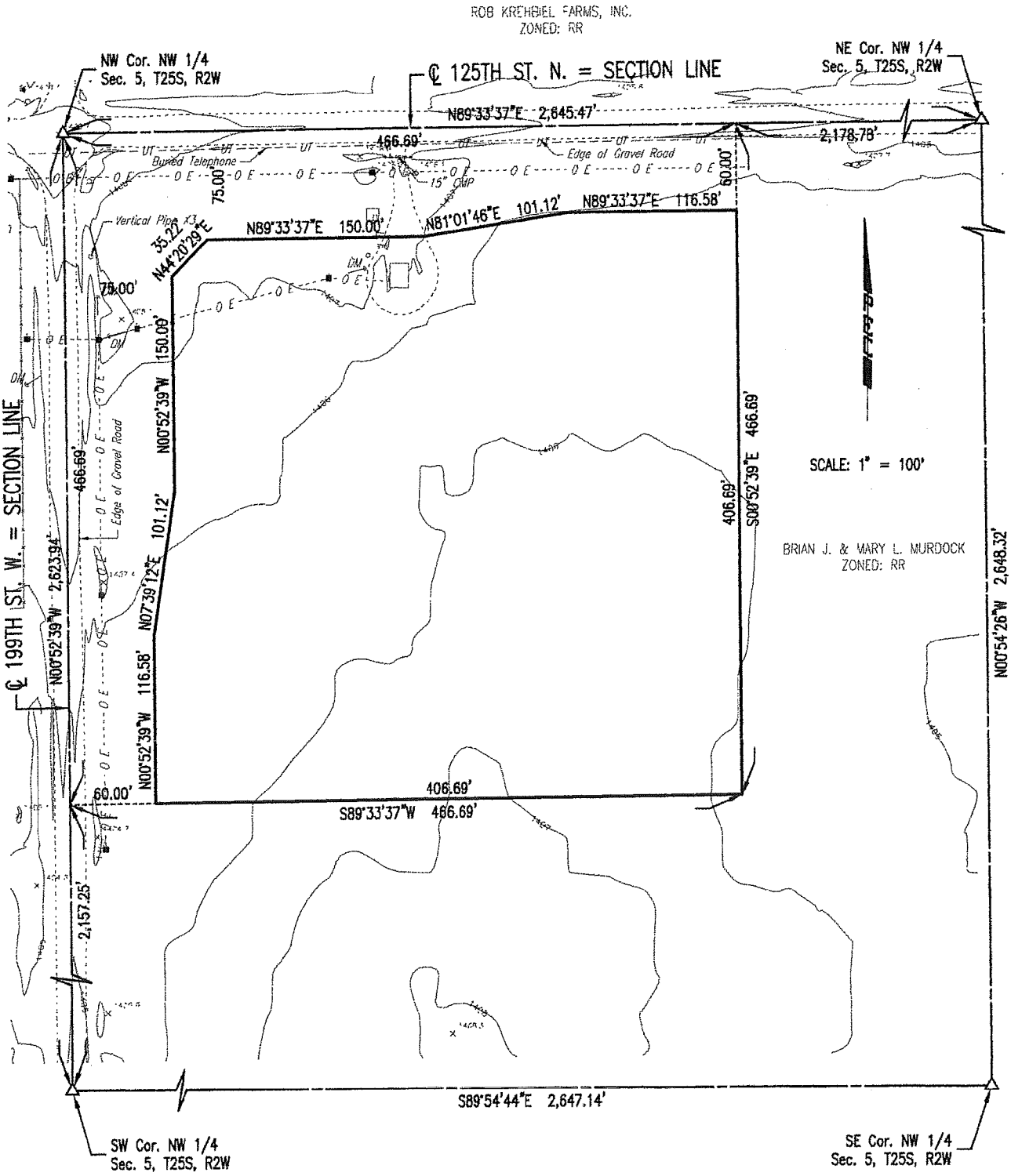
Carl Brewer, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

ASR MR-51
EXHIBIT TRACT MAP
SEDGWICK COUNTY, KANSAS



Professional Engineering Consultants, P.A.
303 S. TOPEKA • WICHITA, KANSAS 67202
316-262-2691 • FAX 316-262-3003

Legal for ASR MR-51 Site

The North 466.69 feet of the West 466.69 feet of the Northwest Quarter of Section Five (5), Township Twenty-five (25) South, Range One (1) West of the Sixth Principal Meridian, Sedgwick County, Kansas. Said tract contains 5.0 acres, more or less, including existing road right-of-way.

07685-004

ASR
PRESERVING OUR WATER
...OUR FUTURE

BID PACKAGE 2
Property Acquisition Map

Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- # Parent Tract ID Number

Q:\2007\07685\Brent\Project GIS\ASR Bid Package2 Easements.mxd
Last saved 2/2/2009 by SAD
NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita, KS 67202
Ph. (316) 262-2691
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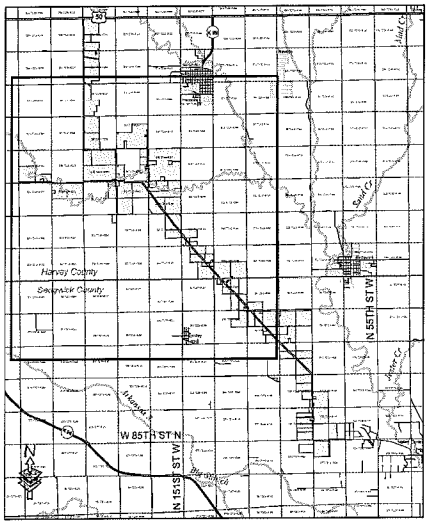
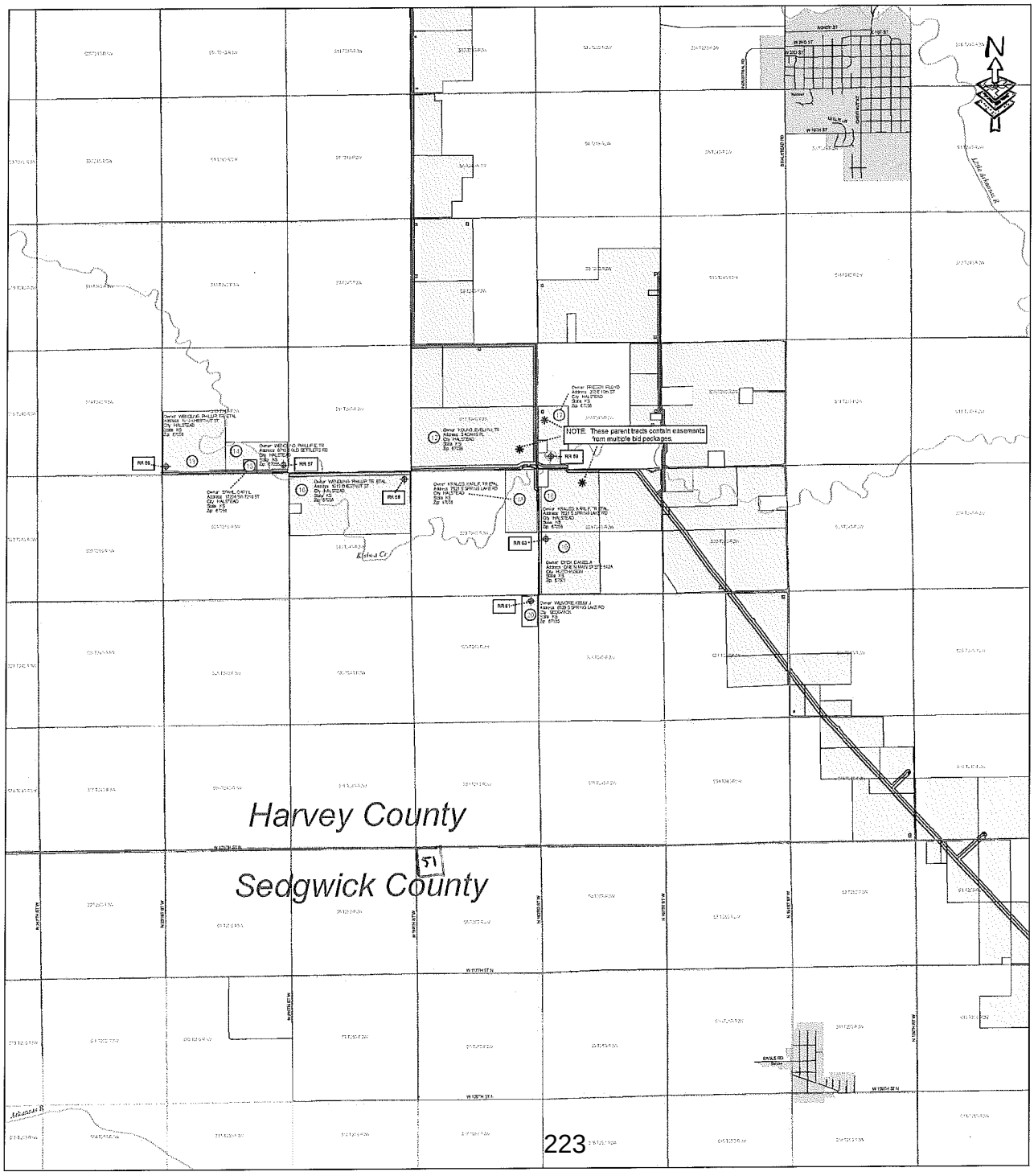




CITY OF WICHITA
City Council Meeting
January 5, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition of 3003 East 13th Street North for the Improvement of 13th Street from Hydraulic to Oliver (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design for improving East 13th Street North from Hydraulic to Oliver. The improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The proposed road improvements require the acquisition of the residential property at 3003 East 13th Street North. The house at 3003 East 13th is comprised of a 1,196 square foot bungalow built in 1910.

Analysis: The owner has agreed to accept the appraised offer of $21,000, or $17.56 per square foot. The property is owner-occupied and relocation assistance will be provided separate from the acquisition. The property will be razed and remnant parcel will be maintained as open space until such use is determined.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $35,750 is requested. This includes $21,000 for acquisition, $10,000 for relocation benefits, $4,000 for razing the subject and $750 for closing costs, title insurance and recording costs.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Accept the Deed and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial and real estate agreement.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2009 by and between Dorothy L. Swinney, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

   The West half of Lots 2, 4, 6, and 8, on Mt. Olive, now Chautauqua Avenue, Fairmount Park Addition to Wichita, Kansas, Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to the Buyer the above-described tract the sum of Twenty-One Thousand Dollars and No/100 ($21,000) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before January 5, 2010.

6. The Seller further agrees to convey the above-described tract with all the improvements located thereon except for personal property and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Buyer and Seller agree that the Seller is a displaced person as an owner-occupant of 180-days or more and eligible for certain relocation benefits separate from the purchase of the subject property.

8. Possession to be given to Buyer on or before closing date.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Dorothy L. Swinney

Dorothy L. Swinney

Dec. 16, 2009

BUYER:
By Direction of the City Council

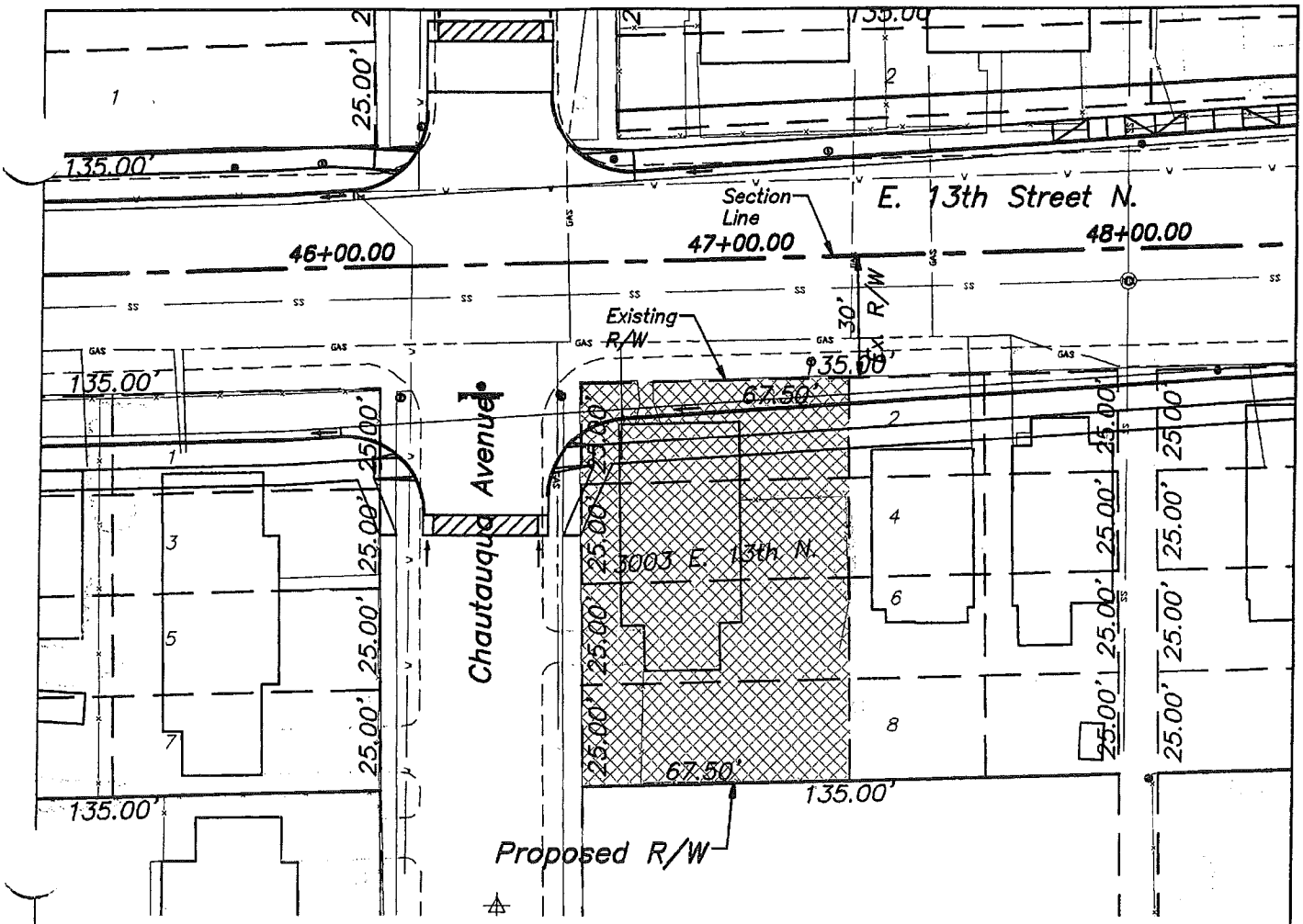
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law



PROPOSED R/W ACQ. LEGAL:

Parts of Lots 2, 4, 6, & 8, on Mt. Olive (now Chautauqua Avenue) in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows.

All of the West half of Lots 2, 4, 6, & 8, on Mt. Olive (now Chautauqua Avenue) in Fairmount Park Addition.

TAX KEY #: C03005

R/W ACQUISITION SIZE: 6,750 sq. ft.

PROPOSED R/W ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

DOROTHY SWINNEY
SEC 15-T27-R1E

SCALE: 1" = 40'

Tract No. 51

3003 East 13th Street North

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

Agenda Item No._____

CITY OF WICHITA
City Council Meeting
January 5, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition of 3009 East 13th Street North for the Improvement of 13th Street from Hydraulic to Oliver (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design for improving East 13th Street North from Hydraulic to Oliver. The improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The proposed road improvements require the acquisition of the residential property at 3009 East 13th Street North. The house at 3009 E. 13th is comprised of a 1925 built, 792 square foot bungalow.

Analysis: The owner has agreed to accept the appraised offer of $14,000, or $17.68 per square foot. The property is occupied and those tenants will be provided relocation assistance separate from the acquisition. The owner is eligible for relocation benefits to relocate any personal property. The property will be razed and remnant parcel will be maintained as open space until such use is determined.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $25,700 is requested. This includes $14,000 for acquisition, $6,950 for relocation benefits, $4,000 for razing the subject and $750 for closing costs, title insurance and recording costs.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Accept the Deed and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial and real estate agreement.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2009 by and between John William Swinney, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

   All of the West half of Lots 2, 4, 6, and 8, on Mt. Olive, now Chautauqua Avenue, Fairmount Park Addition to Wichita, Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to the Buyer the above-described tract, the sum of Fourteen Thousand Dollars and No/100 ($14,000) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before January 5, 2010.

6. The Seller further agrees to convey the above-described tract with all the improvements located thereon except for personal property and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Buyer and Seller agree that the Seller is eligible for certain relocation benefits separate from the purchase of the subject property.

8. Possession to be given to Buyer on or before closing date.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

10 . Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

John William Swinney Dec 11-09

John William Swinney

BUYER:
By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

3009 East 13th Street North

Identified Features

Property Parcels

Roads

- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp

Railroads

Quarter Section

Waterways

Streams

Parks

Airports

SDERASTER.S-DEDATA.ORTH-O1FT

SDERASTER.S-DEDATA.ORTH-O

City Limits

- Andale
- Bel Aire
- Bentley
- Cheney
- Clearwater
- Colwich
- Derby
- Eastborough
- Garden Plain
- Goddard
- Haysville
- Kechi
- Maize
- Mount Hope

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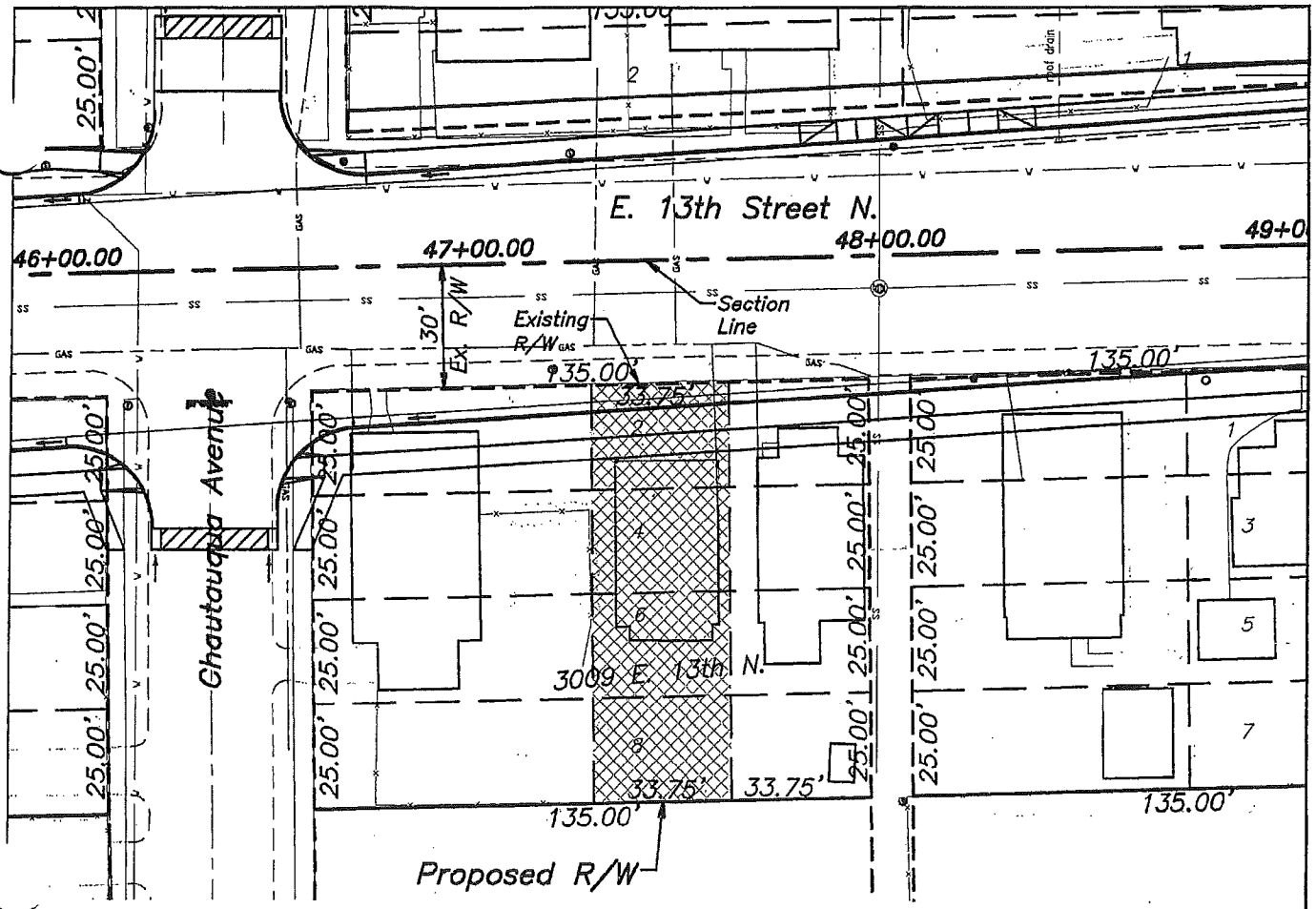
Powered by GeoSmart.n

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



PROPOSED R/W ACQ. LEGAL:

Parts of Lots 2, 4, 6, & 8, on Mt. Olive (now Chautauqua Avenue) in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows.

All of the West half of the East half of Lots 2, 4, 6, & 8, on Mt. Olive (now Chautauqua Avenue) in Fairmount Park Addition.

TAX KEY #: C030040002

R/W ACQUISITION SIZE: 3,375 sq. ft.

PROPOSED R/W ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

JOLETA K. LINNEN
SEC 15–T27–R1E

SCALE: 1" = 40'

Tract No. 54

H:\871\tract\map 13.DWG, 6/4/2009 9:57:13 AM

CITY OF WICHITA
City Council Meeting
January 5, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land at the Northeast Corner of Southwest 24th Street and Golden Prairie Road for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition at the Northeast corner of Southwest 24th Street and Golden Prairie Road consists of a 1.27 acre temporary easement for construction.

Analysis: This specific site is currently in agricultural production. The proposed easement does not impact the remaining property. Based on a market analysis of comparable properties it was determined that agricultural land is valued at $1,800 an acre. The temporary easement having 20% of total value was valued at $360 an acre. The owner has agreed to convey the necessary easement for $5,307. This is comprised of $457, or $360 an acre for the temporary easement; $850 for damages to the crops within the easements as a result of the construction; and $4,000 as damages for significant tree loss. The tree row served as a windbreak to the agricultural land.

Financial Considerations: A budget of $6,407 is requested; this includes $5,307 for the acquisition, $1,100 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over $7.6 million

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

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

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

Attachments: Real estate purchase agreement, tract map and area map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of_____, 2009 by and between Willard D. Unruh, a single person, Clyde D. & Mary E. Unruh, husband & wife, tenants in common, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Harvey County, Kansas, to wit:

Temporary Easement (Construction – Parcel "A") A 50 foot wide easement, the Westerly line of which is coincident with the Easterly line of the existing Right-of-Way granted to the City of Wichita, Sedgwick County, Kansas, as recorded in Harvey County, Miscellaneous Record Book 146 at page 290, said Easement covers the South 390.5 feet and the North 745 feet of the South Half of the Southwest Quarter of Section Twenty-nine (29), Township Twenty-three (23) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas. Said tract contains 1.27 acres, more or less, excluding road right-of-way and existing City of Wichita right-of-way.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Five Thousand Three Hundred Seven Dollars and No Cents ($5,307.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 18, 2009.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9 . In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Clyde D. Unruh, husband
Tenants in common

Mary E. Unruh, wife
Tenants in common

Willard D. Unruh, a single person

BUYER:

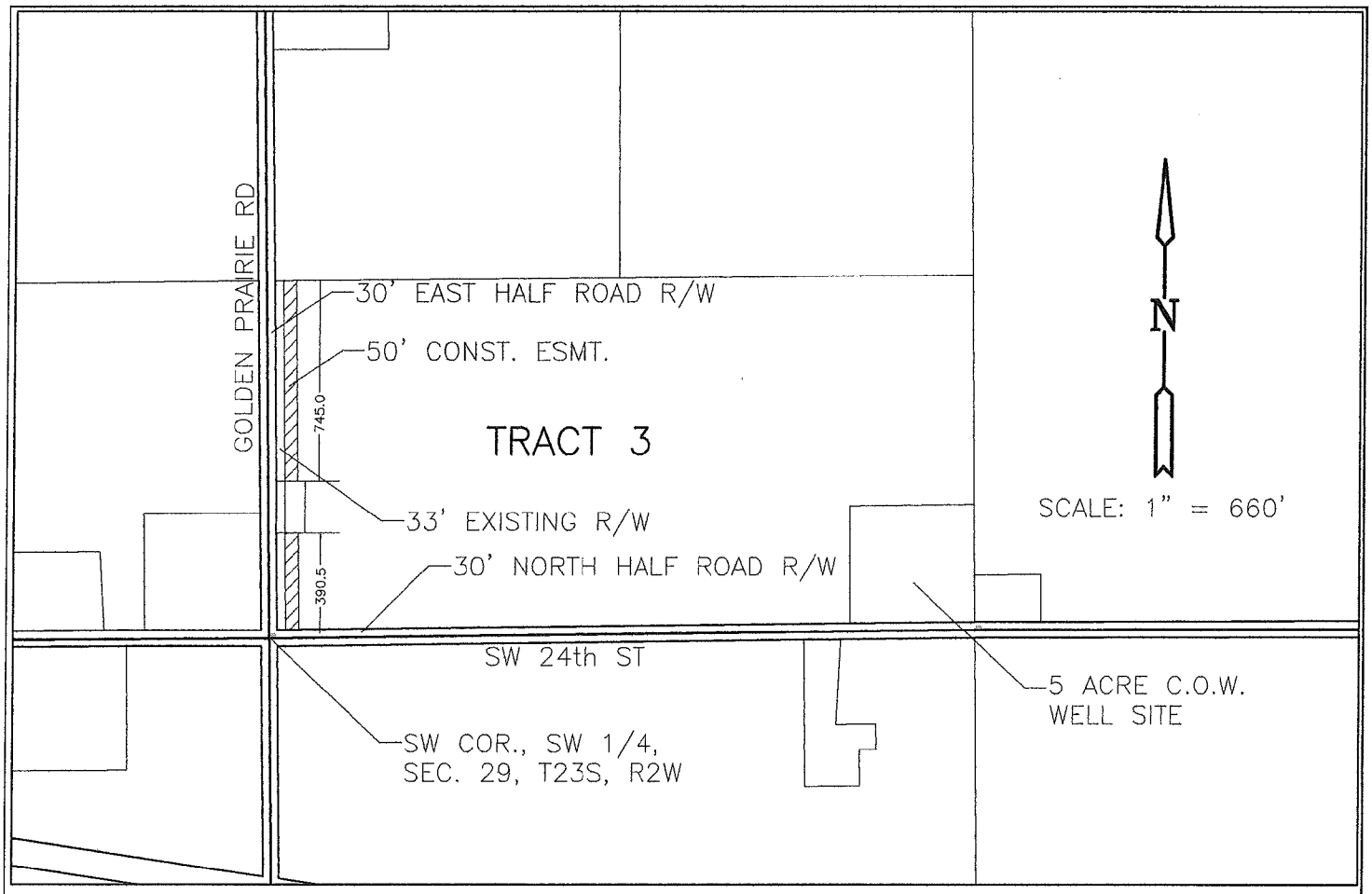
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



CONSTRUCTION EASEMENT:

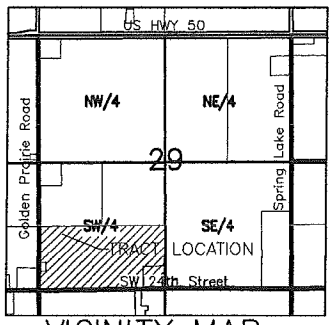
A 50 foot wide easement, the Westerly line of which is coincident with the Easterly line of the existing Right-of-Way granted to the City of Wichita, Sedgwick County, Kansas, as recorded in Harvey County Miscellaneous Record Book 146 at page 290, said Easement covers the South 390.5 feet and the North 745 feet of the South Half of the Southwest Quarter of Section Twenty-nine (29), Township Twenty-three (23) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas. Said tract contains 1.27 acres, more or less, excluding road right-of-way and existing City of Wichita right-of-way.

LEGEND:

Construction Easement

Easement

OWNER:
UNRUH, WILLARD D. & CLYDE D.



VICINITY MAP

ASR

CDM
Camp Dresser & McKee
345 Riverview, Ste. 520
Wichita, KS 67203
Tel: (316) 660-6700
consulting • engineering • construction • operations

POE & ASSOCIATES, INC.
CONSULTING ENGINEERS

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

GOLDEN PRAIRIE RD. TRANSMISSION MAIN
PROJECT NAME

TRACT 3
SHEET TITLE

JGP	*MLT*	*WPF*
DESIGN BY:	DRAWN BY:	CHECKED BY:

SEPTEMBER 2009	*788014*	*1 / 1*
DATE	JOB NO.	SHEET / OF

ASR
PRESERVING OUR WATER
...OUR FUTURE

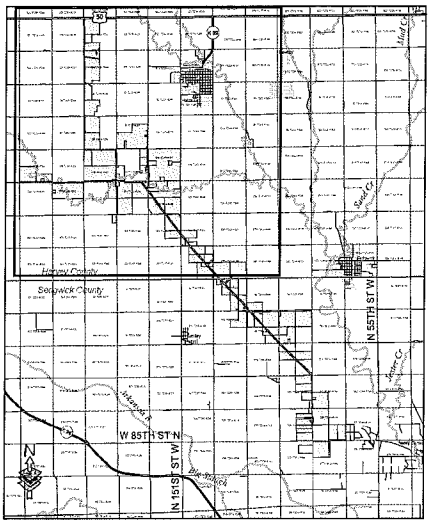
BID PACKAGE 3
Property Acquisition Map

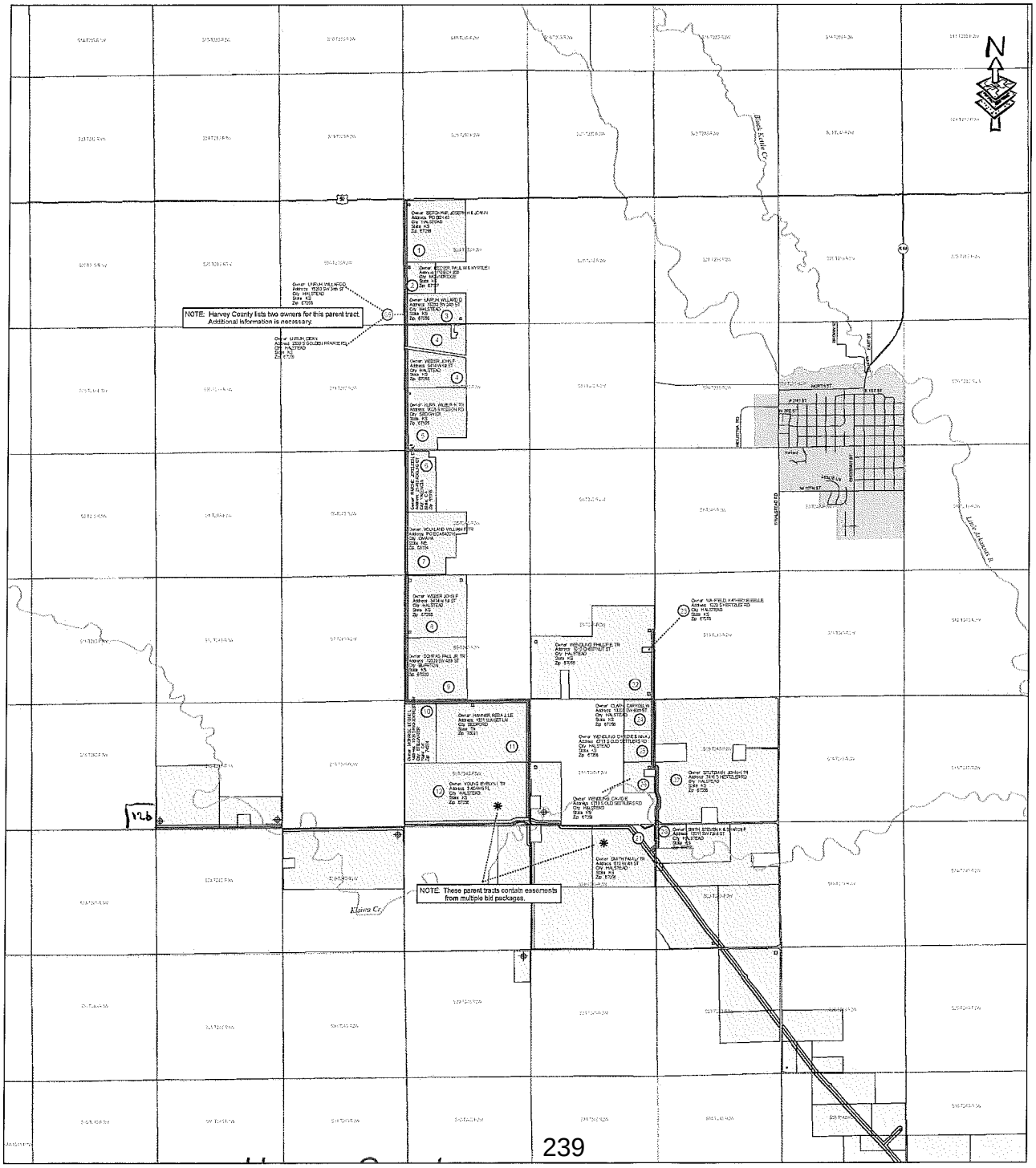
Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- # Parent Tract ID Number

Q:\2007\07685\Brent\Project GIS\ASR Bid Package2 Easements.mxd
Last saved 2/2/2009 by SAD
NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita, KS 67202
Ph. (316) 262-2691
© 2008 Professional Engineering Consultants, P.A.





CITY OF WICHITA
City Council Meeting
January 5, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land at the Northwest Corner of Southwest 72nd Street and Willow Lake Road for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. An acquisition of a 13,068 square foot well site is necessary at the northwest corner of Southwest 72nd Street and Willow Lake Road in Harvey County.

Analysis: This specific site is currently in agricultural production. The proposed 0.3 acre acquisition will not impacted the remaining property. Based on a market analysis of comparable properties, it was determined that agricultural land is valued at $1,800 an acre. The owner has agreed to convey the site for the value of $984, or $1,800 an acre.

Financial Considerations: A budget of $2,084 is requested; this includes $984 for the acquisition, $1,100 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over $7.6 million

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

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

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

Attachments: Real estate purchase agreement, tract map and area map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2009 by and between Paul Schrag, Jr. Revocable Trust, dated June 5, 2006, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Statutory Warranty Deed of the following described real property, situated in Harvey County, Kansas, to wit:

Described as: (Parcel "A") The South 120.00 feet of the East 110.00 feet of the SE1/4, Sec. 14, T24S, R3W of the 6th Principal Meridian, Harvey County, Kansas, Including Existing Road Right-of-Way. Said Tract Contains 0.30 acres, more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Nine Hundred Eighty-four Dollars and No Cents ($984.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, any and all damages including but not limited to severance, crops exceeding current crop, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 18, 2006.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they are now, reasonable wear and tear excepted.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. Seller hereby agrees that damages arising, if any, to the remainder property during construction are to be addressed by filing a claim with the Buyer, City of Wichita, Kansas, City

Clerk's Office. 455 North Main, Wichita, KS 67202. (316)268-4529.

10. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

11. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to closing shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

12. Paragraphs 9 and 11 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Paul Schrag Jr

Paul Schrag, Jr., Trustee
Paul Schrag, Jr. Revocable Trust, dated June 5, 2006

BUYER:

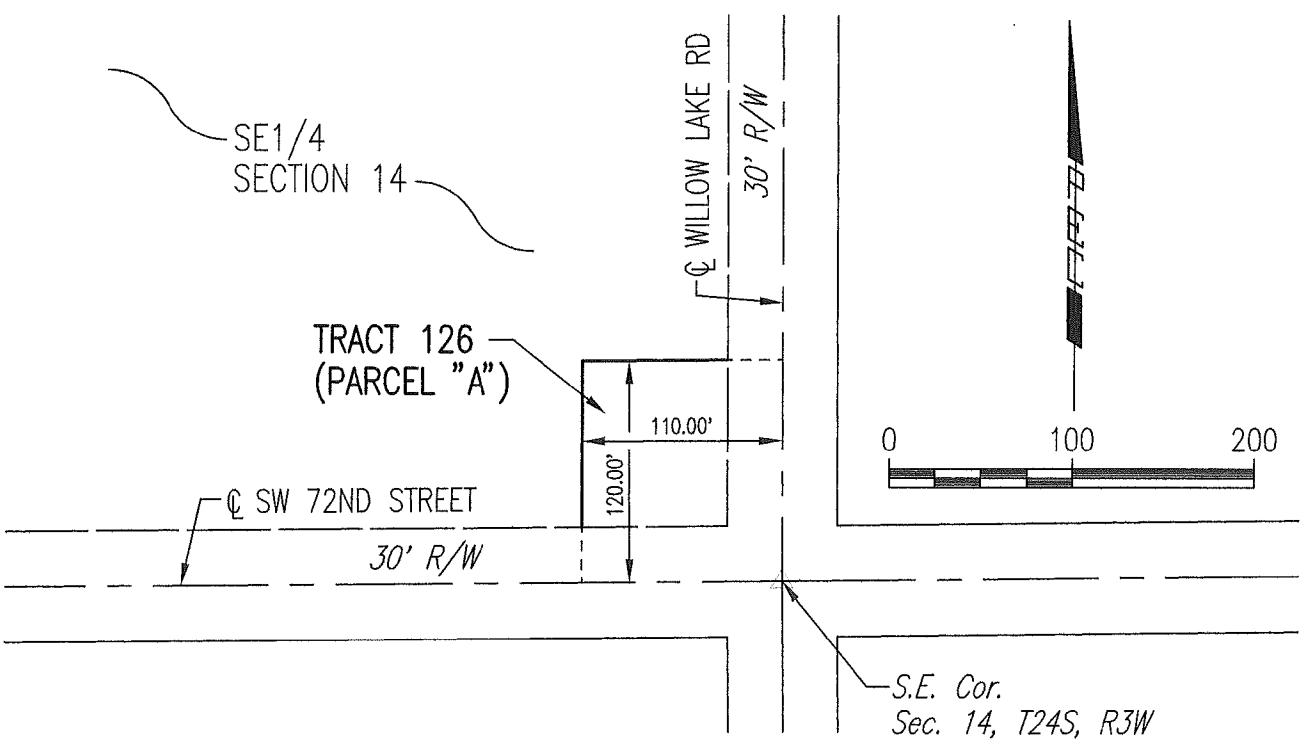
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



OWNER:
SCHRAG, PAUL JR. RE. TR.

TRACT 126 (PARCEL "A")
THE SOUTH 120.00 FEET OF THE EAST 110.00 FEET OF THE SE1/4, SEC. 14, T24S, R3W OF THE 6TH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS, INCLUDING EXISTING ROAD RIGHT-OF-WAY. SAID TRACT CONTAINS 0.30 ACRES, MORE OR LESS

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Q:\2007\07685\004\TRACT DRAWINGS\07685-004-TRACT 126 FEE TITLE NONUSABLE LAND

ASR
PRESERVING OUR WATER
...OUR FUTURE

BID PACKAGE 3
Property Acquisition Map

Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- # Parent Tract ID Number

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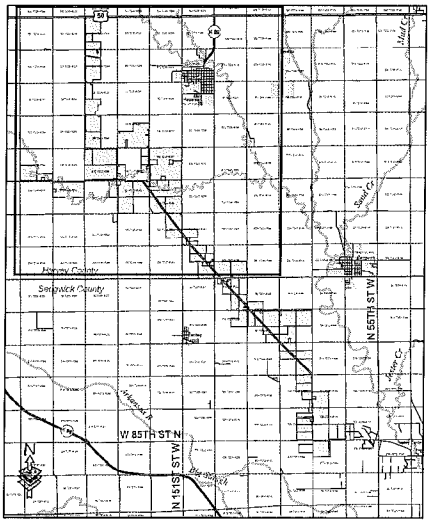
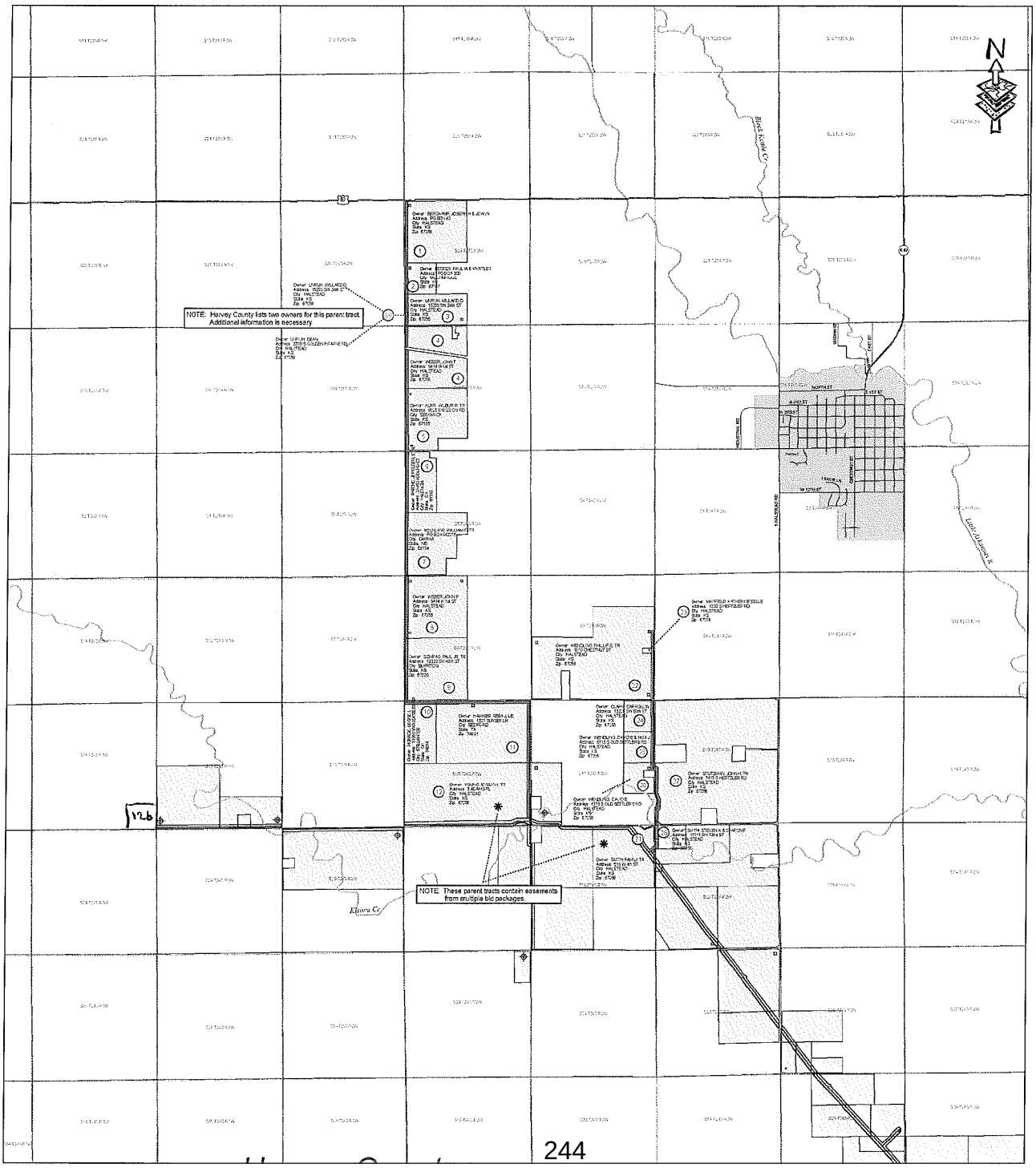
Last saved 2/2/2009 by SAD
NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita, KS 67202
Ph. (316) 262-2691
© 2008 Professional Engineering Consultants, P.A.





CITY OF WICHITA
City Council Meeting
January 5, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land at the Northeast side of Southwest 60th Street and Golden Prairie Road for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition at the Northeast side of Southwest 60th Street and Golden Prairie Road consists of a 3 acre pipeline easement together with a 3 acre temporary easement for construction.

Analysis: This specific site is currently in agricultural production. The proposed easements do not impact the remaining property. Based on a market analysis of comparable properties it was determined that irrigated agricultural land is valued at $2,200 an acre. Perpetual easements were valued at 50% of the land value and therefore, the easement value is $1,100 per acre. The temporary easement having 20% of total value was valued at $440 an acre. The owner has agreed to convey the necessary easements for $6,242. This is comprised of $3,330, or $2,200 an acre for the three acre pipeline easement; $1,332, or $440 an acre for the temporary easement; and $1,580 for damages to the crops within the easements as a result of the construction.

Financial Considerations: A budget of $7,342 is requested; this includes $6,242 for the acquisition, $1,100 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over $7.6 million

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

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

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

Attachments: Real estate purchase agreement, tract map and area map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of_____, 2009 by and between Paul Schrag, Jr. Revocable Trust, dated June 5, 2006, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Harvey County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") A 50 foot wide easement, the Westerly line of which is coincident with the Easterly line of the existing Road Right-of-Way for Golden Prairie Road, near the West side of the Southwest Quarter of Section Eight, Township Twenty-four South, Range Two West of the Sixth Principal Meridian, Harvey County, Kansas. Said tract contains 3.0 acres, more or less, excluding road right-of-way.

Temporary Easement (Construction – Parcel "B") A 50 foot wide easement, the Westerly line of which is 50 feet East of the parallel with the Easterly line of the existing Road Right-of-Way for Golden Prairie Road, near the West side of the Southwest Quarter of Section Eight, Township Twenty-four South, Range Two West of the Sixth Principal Meridian, Harvey County, Kansas. Said tract contains 3.0 acres, more or less, excluding road right-of-way.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Six Thousand Two Hundred Forty-two Dollars and No Cents ($6,242.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 18, 2009.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any

maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9 . In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Paul Schrag Jr

Paul Schrag, Jr., Trustee
Paul Schrag, Jr. Revocable Trust
Dated June 5, 2006

BUYER:

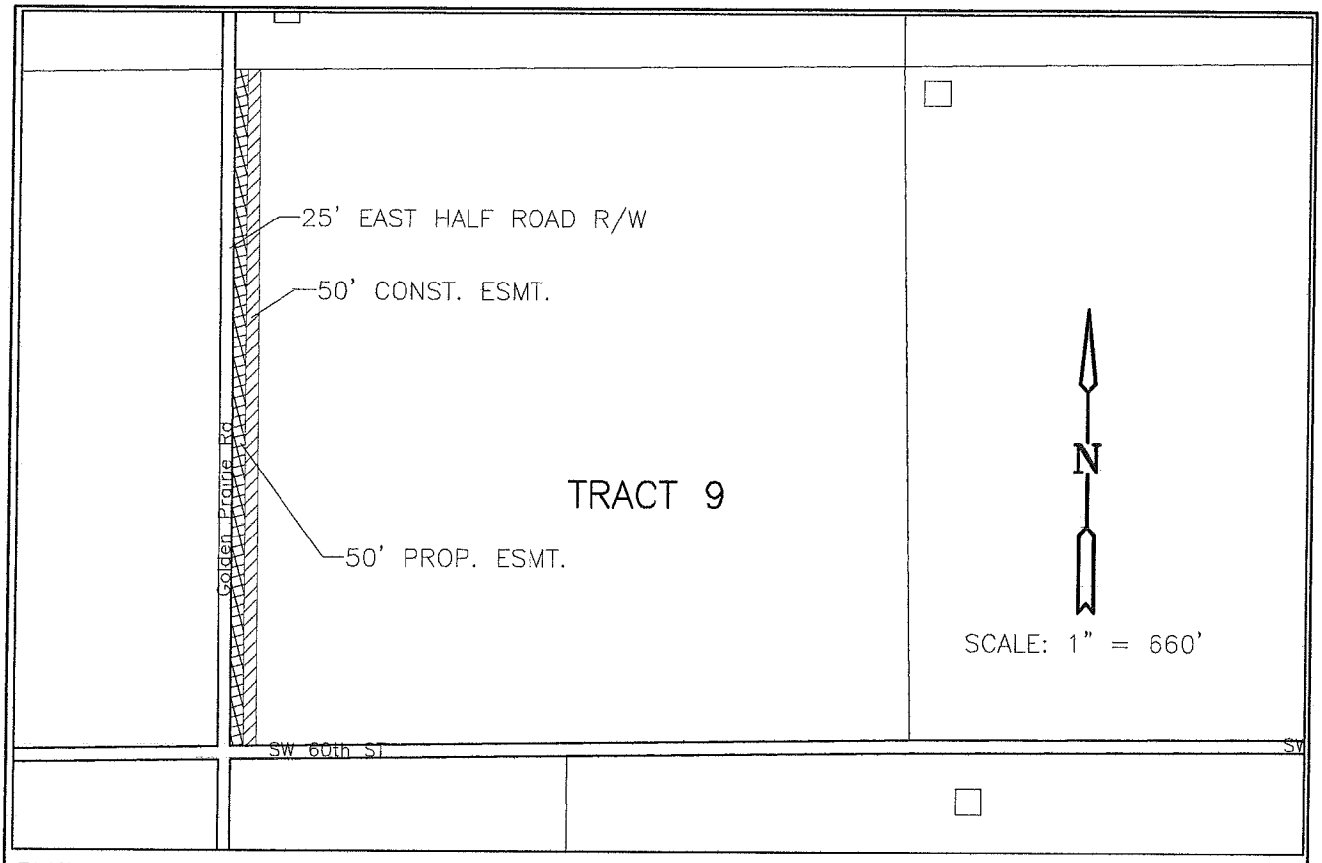
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



EASEMENT:

A 50 foot wide easement, the Westerly line of which is coincident with the Easterly line of the existing Road Right-of-Way for Golden Prairie Road, near the West side of the Southwest Quarter of Section Eight, Township Twenty-four South, Range Two West of the Sixth Principal Meridian, Harvey County, Kansas. Said tract contains 3.0 acres, more or less, excluding road right-of-way.

CONSTRUCTION EASEMENT: •

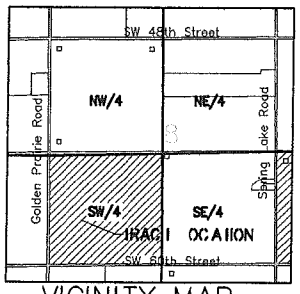
A 50 foot wide easement, the Westerly line of which is 50 feet East of and parallel with the Easterly line of the existing Road Right-of-Way for Golden Prairie Road, near the West side of the Southwest Quarter of Section Eight, Township Twenty-four South, Range Two West of the Sixth Principal Meridian, Harvey County, Kansas. Said tract contains 3.0 acres, more or less, excluding road right-of-way

LEGEND:

Construction Easement

Easement

OWNER:
SCHRAG, PAUL JR. TR.



VICINITY MAP

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

ASR

CDM

POE & ASSOCIATES, INC.
CONSULTING ENGINEERS

GOLDEN PRAIRIE RD. TRANSMISSION MAIN
PROJECT NAME

TRACT 9
SHEET TITLE

DESIGN BY	DRAWN BY:	CHECKED BY:
JGP	MLT	JMU

DATE	JOB NO.	SHEET/OF
DECEMBER 2008	788013	1 / 1

ASR
PRESERVING OUR WATER
...OUR FUTURE

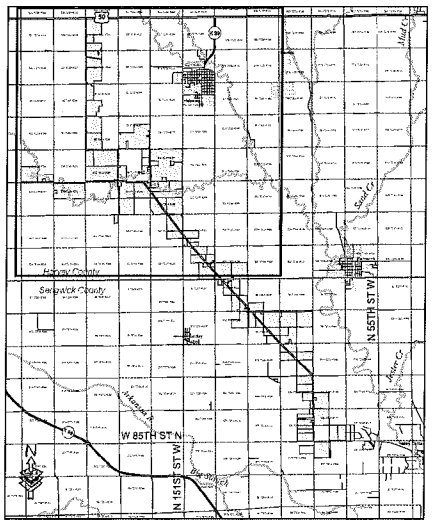
BID PACKAGE 3
Property Acquisition Map

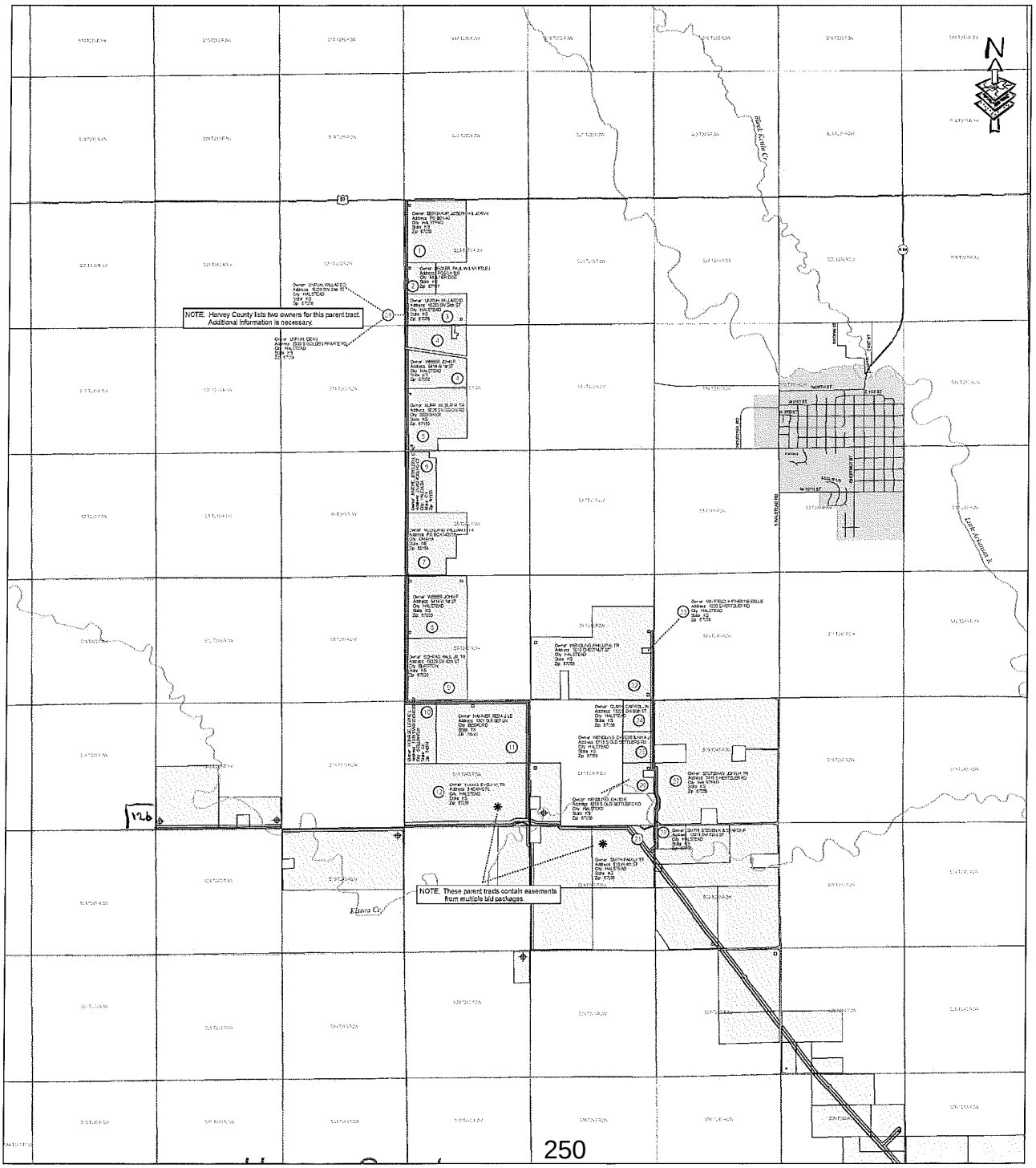
Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- # Parent Tract ID Number

Q:\2007\07685\Brent\Project GIS\ASR Bid Package2 Easements.mxd
Last saved 2/2/2009 by SAD
NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita, KS 67202
Ph. (316) 262-2691
© 2008 Professional Engineering Consultants, P.A.





CITY OF WICHITA
City Council Meeting
January 5, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 12629 East Harry together for the Harry: Greenwich to 127th Street East Road Improvement Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On June 2, 2009, City Council authorized the design concept and right-of-way acquisition for the Harry Street: Greenwich Road to 127th Street East road project. The proposed design concept is a three lane roadway with two through lanes and a center two-way left turn lane. Drainage improvements will be included with the project as well as a 10 foot wide bike and pedestrian path on the south side of the street. Left turn lanes will be provided at all four approaches to the Harry Street and 127th Street East intersection. It is necessary to acquire a 312 square foot triangular area and a 3,233 square foot drainage easement from the northeast corner of the property at 12629 East Harry. In addition, a 1,580 square foot drainage easement is required along the south side of Harry together with a 3,342 square foot temporary easement during construction. The property is improved as a single-family residence. A portion of the driveway outside of the easement areas will be impacted as a result of the project. Some mature trees are also impacted.

Analysis: The owner accepted the estimated market value of $4,487 for the proposed acquisition. This is comprised of $390 or $1.25 per square foot for the 312 square foot right-of-way; $2,887, or $0.60 per square foot for the 4,813 square foot drainage areas; $210, or $0.06 per square foot for the 3,342 square foot temporary easement during construction. $700 has been allowed for the trees and $300 for damages to the driveway.

Financial Considerations: The funding sources for the project are General Obligation Bonds and Federal Grants. A budget of $4,987 is requested. This includes $4,487 for the acquisition and $500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure of roads and storm water drainage through a developed part of the City.

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

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

Attachments: Real estate purchase agreement, tract maps and aerial map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2009 by and between Patricia K. Brittain, an individual, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

   That part of Lot 1, Block A, McEvoy Addition, Sedgwick County, Kansas, described as beginning at the northeast corner of said Lot 1; thence south along the east line of said Lot 1, 25 feet; thence northwesterly, 35.25 feet to a point on the north line of said Lot 1 being 25 feet west of the point of beginning; thence east along the north line of said Lot 1, 25 feet to the point of beginning.

   And

   The Seller does hereby agree to convey to the Buyer by a temporary construction easement, during construction, for the following described real property, situated in Sedgwick County, Kansas, to-wit:

   The north 20 feet of Lot 1, EXCEPT the west 79 feet AND EXCEPT the east 130 feet thereof, Block A, McEvoy Addition, Sedgwick County, Kansas

   Said easement will expire upon completion of the project or at two years, whichever comes first.

   And

   The Seller does hereby agree to convey to the Buyer by a permanent easement the following described real property, situated in Sedgwick County, Kansas, to-wit:

   That part of Lot 1, Block A, McEvoy Addition, Sedgwick County, Kansas, described as commencing at the northeast corner of said Lot 1; thence south along the east line of said Lot1, 25 feet to the place of beginning; thence continuing south along said east line, 55 feet; thence northwesterly, 92.58 feet to a point 71 feet west and 20 feet south of the northeast corner of said Lot 1; thence north perpendicular to the north line of said Lot 1, 20 feet to a point on said north line being 71 feet west of said northeast corner; thence east along said north line, 46 feet; thence southeasterly 35.25 feet to the point of beginning.

   Together with The north 20 feet of the west 79 feet of Lot 1, Block A, McEvoy Addition, Sedgwick County, Kansas.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Four Thousand Four Hundred Eighty-Seven Dollars and no/100 ($4,487) in the manner following to-wit: cash at closing

3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.

6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 30, 2009 subject to the conditions of Item 11 below.

9. Possession to be given to Buyer at closing

10. Closing costs shall be paid 100% by Buyer and 0% by Seller.

11. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit

made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Patricia K. Brittain

Patricia K. Brittain

BUYER:
By Direction of the City Council

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

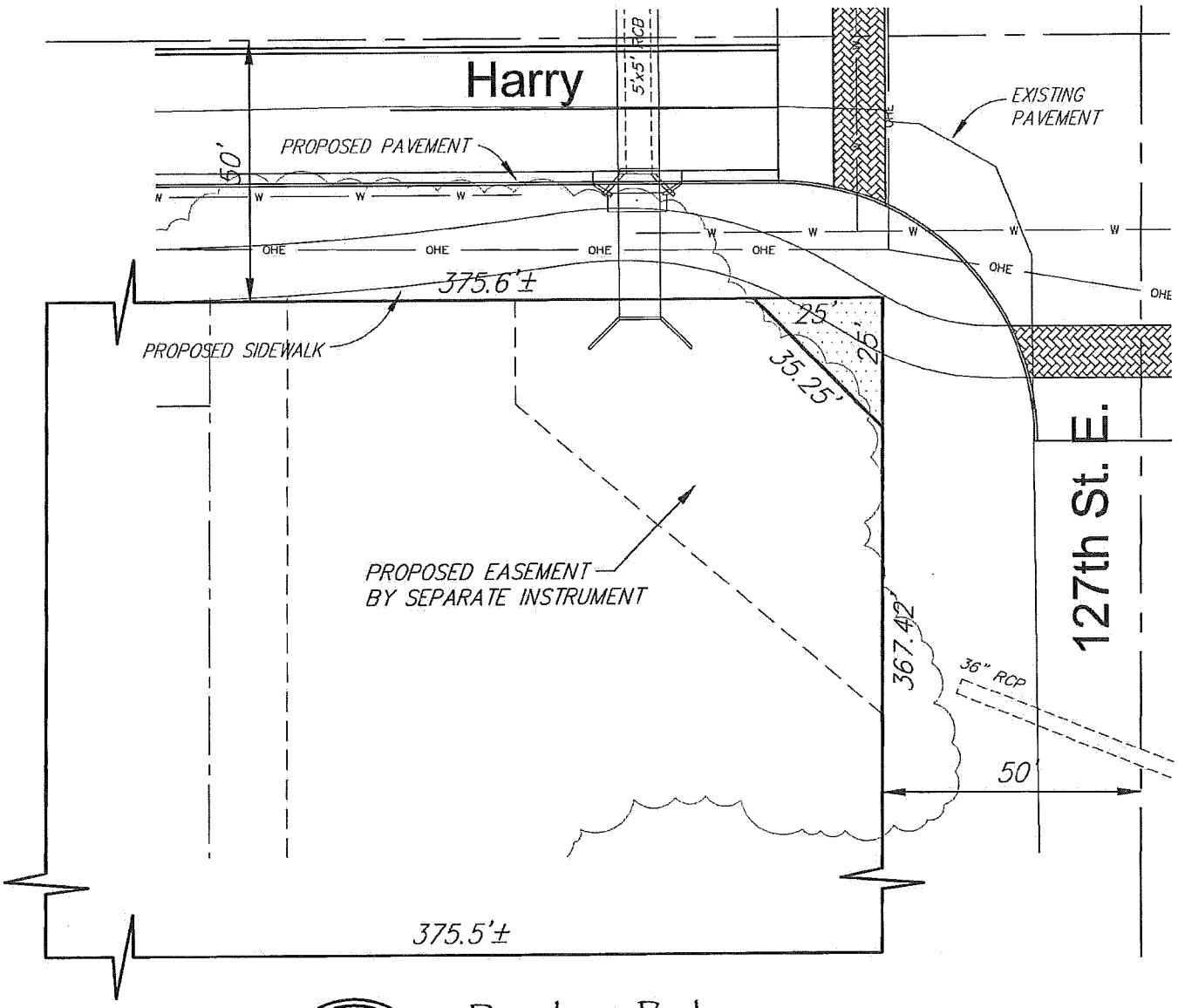
_____
Gary E. Rebenstorf, Director of Law

RIGHT OF WAY EXHIBIT

Brittain, Gerald L Etux
12629 E Harry
C 52843

Right Of Way Area: 312 Sq. Ft.±

30 0 30'



Ruggles & Bohm, P.A.
Engineering, Surveying, Land Planning
924 North Main
Wichita, Kansas 67203
www.rbkansas.com
(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com

3241T

6-19-09

C 52843 Right of Way

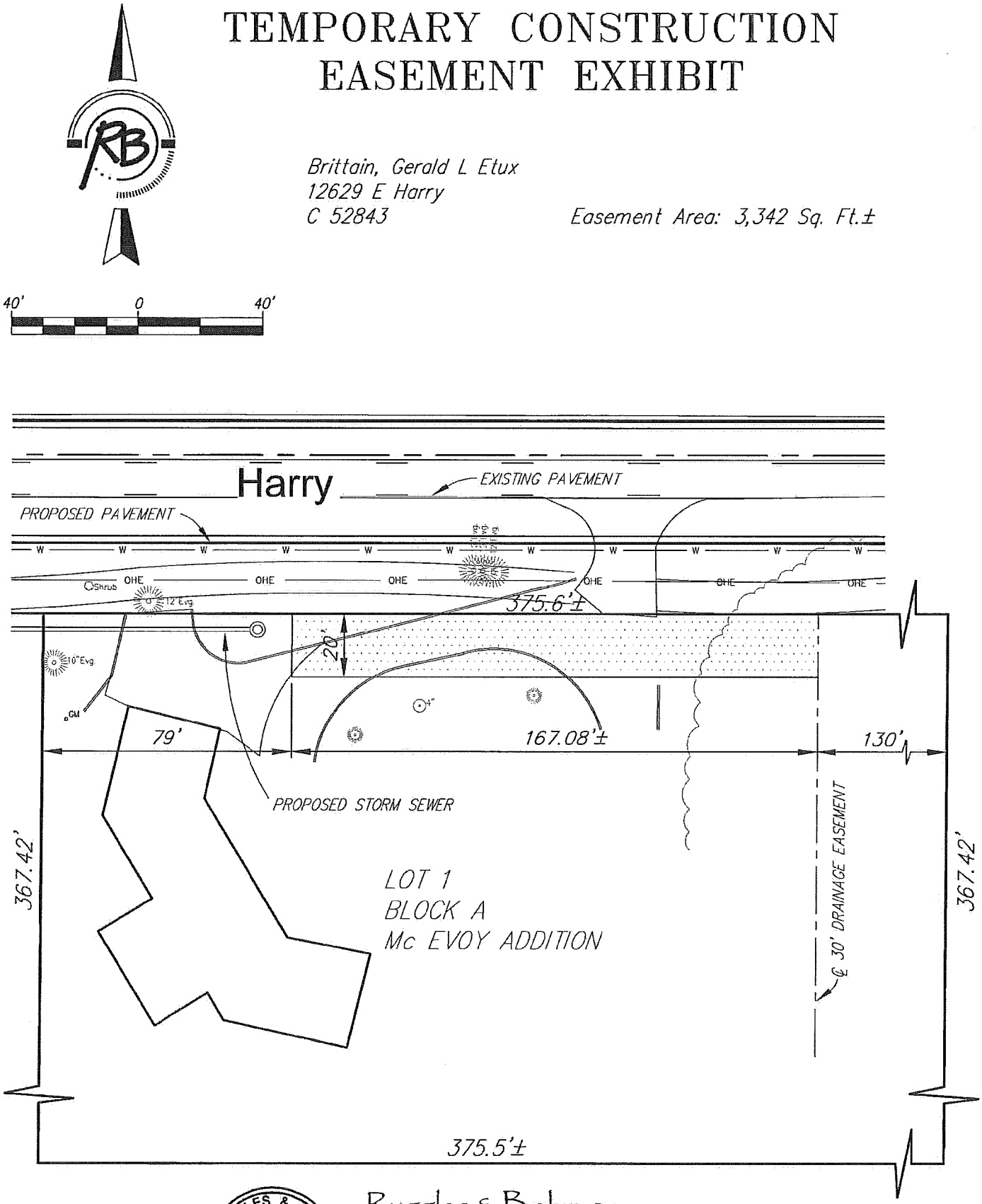
That part of Lot 1, Block A, McEvoy Addition, Sedgwick County, Kansas, described as beginning at the northeast corner of said Lot 1; thence south along the east line of said Lot 1, 25.00 feet; thence northwesterly, 35.25 feet to a point on the north line of said Lot 1 being 25.00 feet west of the point of beginning; thence east along the north line of said Lot 1, 25.00 feet to the point of beginning.

WILLIAM K. CLEVENGER III
LICENSED
LS-1437
5/11/09
KANSAS
LAND SURVEYOR

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

Brittain, Gerald L Etux
12629 E Harry
C 52843

Easement Area: 3,342 Sq. Ft.±



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(316) 264-4621 fax
E-mail: info@rbkansas.com

3241T

6-29-09

C 52843 – Temporary Construction Easement

The north 20.00 feet of Lot 1, EXCEPT the west 79.00 feet AND EXCEPT the east 130.00 feet thereof, Block A, McEvoy Addition, Sedgwick County, Kansas.

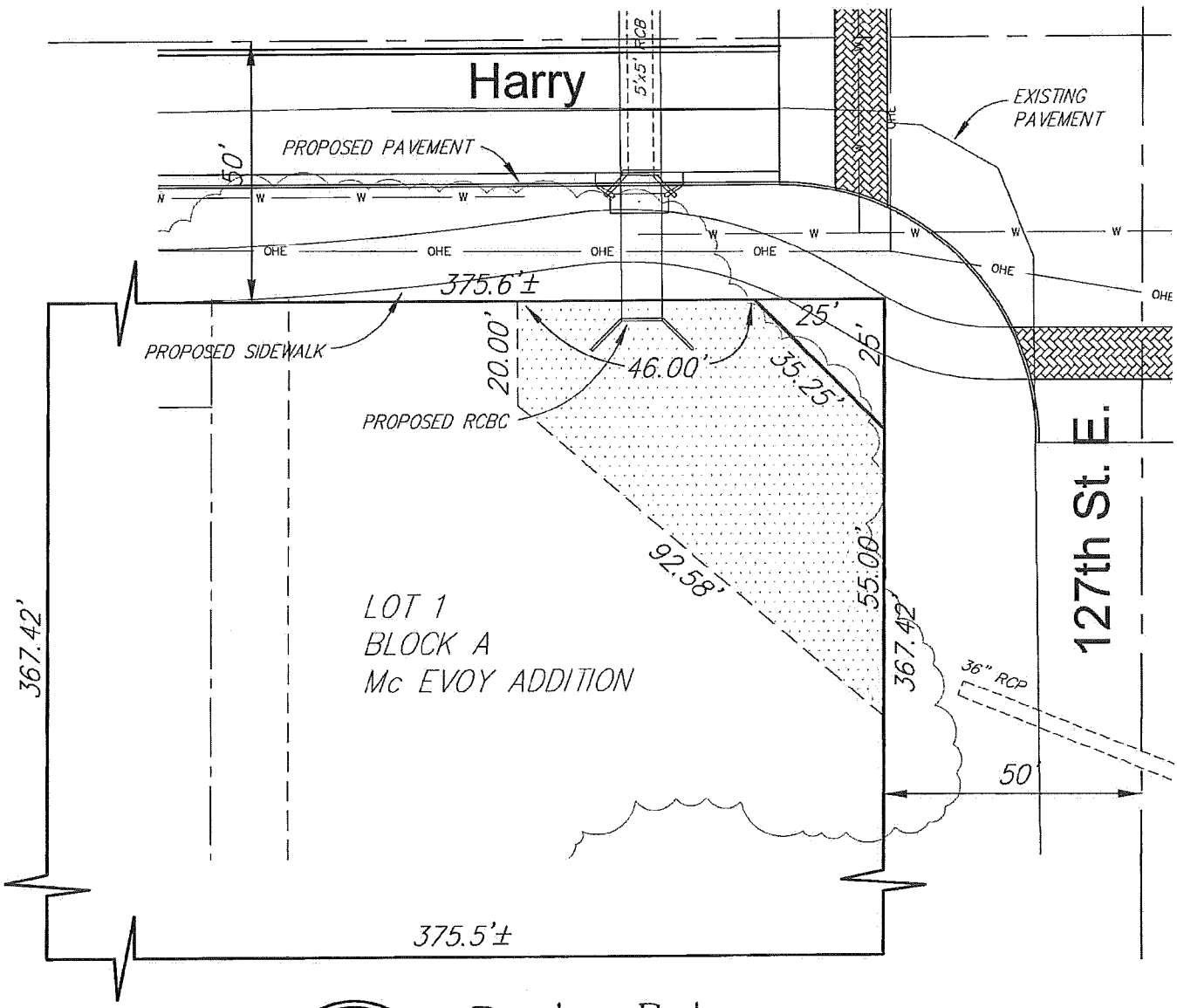
WILLIAM K. CLEVENGER
LICENSED
LS-1437
5/11/09
KANSAS
LAND SURVEYOR

DRAINAGE EASEMENT EXHIBIT

Brittain, Gerald L Etux
12629 E Harry
C 52843

Easement Area: 3,233 Sq. Ft.±

30 0 30'



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(316) 264-4621 fax
E-mail: info@rbkansas.com

REVISED 5/7/09
3241T

6-22-09

C 52843 Drainage Easement#2

That part of Lot 1, Block A, McEvoy Addition, Sedgwick County, Kansas, described as commencing at the northeast corner of said Lot 1; thence south along the east line of said Lot 1, 25.00 feet to the place of beginning; thence continuing south along said east line, 55.00 feet; thence northwesterly, 92.58 feet to a point 71.00 feet west and 20.00 feet south of the northeast corner of said Lot 1; thence north perpendicular to the north line of said Lot 1, 20.00 feet to a point on said north line being 71.00 feet west of said northeast corner; thence east along said north line, 46.00 feet; thence southeasterly 35.25 feet to the point of beginning.

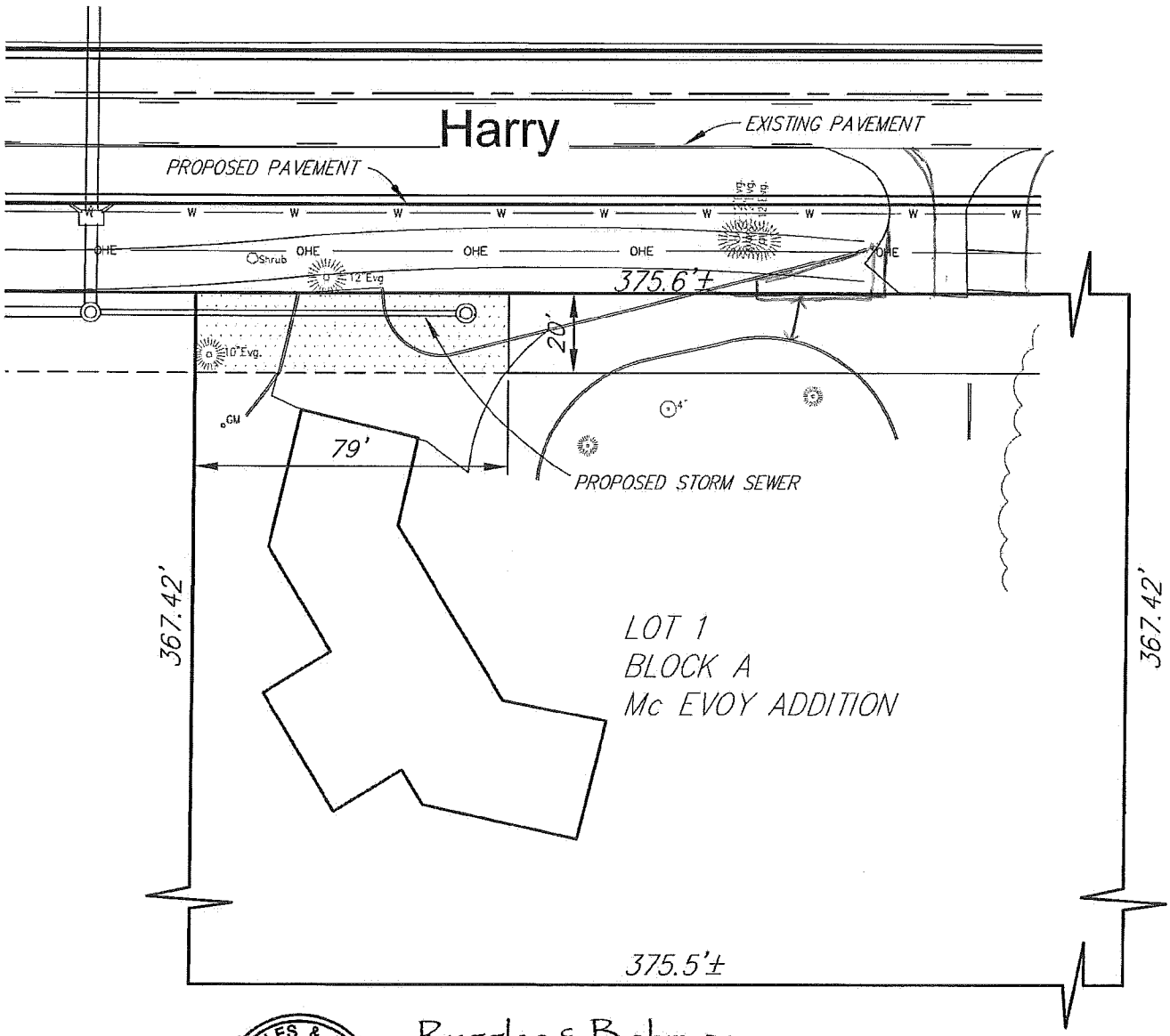
WILLIAM K. CLEVENGER
LICENSED
LS-1437
5/11/09
KANSAS
LAND SURVEYOR

DRAINAGE EASEMENT EXHIBIT

Brittain, Gerald L Etux
12629 E Harry
C 52843

Easement Area: 1,580 Sq. Ft.±

40' 0 40'



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(316) 264-4621 fax
E-mail: info@rbkansas.com

3241T

6-29-09

C 52843 Drainage Easement#1

The north 20.00 feet of the west 79.00 feet of Lot 1, Block A, McEvoy Addition, Sedgwick County, Kansas.

WILLIAM K. CLEVENGER
LICENSED
LS-1437
5/11/09
KANSAS
LAND SURVEYOR

William K Clevenger

12629 East Harry

Acquisition (approximate) areas

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

CITY OF WICHITA
City Council Meeting
January 5, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land at the Southeast side of Southwest 60th Street and Golden Prairie Road for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition at the Southeast side of Southwest 60th Street and Golden Prairie Road consists of a 1.85 acre pipeline easement together with a 1.54 acre temporary easement for construction.

Analysis: This specific site is currently in agricultural production. The proposed easements do not impacted the remaining property. Based on a market analysis of comparable properties it was determined that agricultural land is valued at $1,800 an acre. Perpetual easements were valued at 50% of the land value and therefore, the easement value is $900 per acre. The temporary easement having 20% of total value was valued at $360 an acre. The owner has agreed to convey the necessary easements for $3,111. This is comprised of $1,665, or $900 an acre for the 1.85 acre pipeline easement; $554, or $360 an acre for the temporary easement; and $892 for damages to the crops within the easements as a result of the construction.

Financial Considerations: A budget of $4,211 is requested; this includes $3,111 for the acquisition, $1,100 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over $7.6 million

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

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

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

Attachments: Real estate purchase agreement, tract map and area map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 27 day of NOVEMBER, 2009 by and between Leone L. Monroe, a single person, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Harvey County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") A 60 foot wide easement, the Northerly line of which is coincident with the Southerly line of the existing 25' South half Road Right-of-Way for Southwest 60th Street, near the North side of the West Half of the Northwest Quarter of Section Seventeen (17), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas. Said tract contains 1.85 acres, more or less, excluding road right-of way.

Temporary Easement (Construction – Parcel "B") A 50 foot wide easement, the Northerly line of which is 60 feet South of and parallel with the Southerly line of the existing 25' South half Road Right-of-Way for Southwest 60th, near the North side of the West Half of the Northwest Quarter of Section Seventeen (17), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas. Said tract contains 1.54 acres, more or less, excluding road right-of-way.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Three Thousand One Hundred Eleven Dollars and No Cents ($3,111.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 18, 2009.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9 . In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear

no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Leone L. Monroe

Leone L. Monroe, a single person

BUYER:

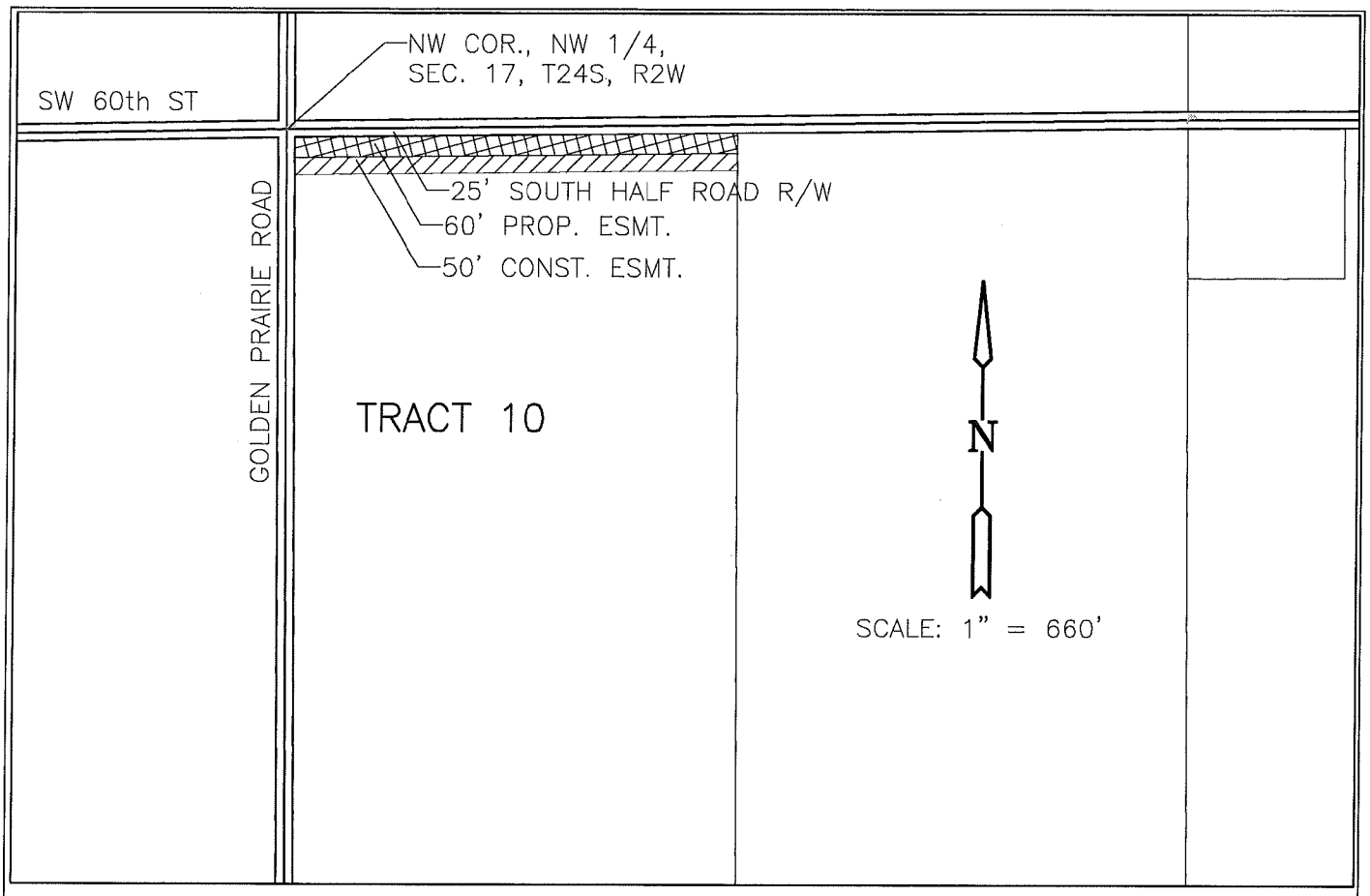
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



EASEMENT:

A 60 foot wide easement, the Northerly line of which is coincident with the Southerly line of the existing 25' South half Road Right-of-Way for Southwest 60th Street, near the North side of the West Half of the Northwest Quarter of Section Seventeen (17), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas. Said tract contains 1.85 acres, more or less, excluding road right-of-way.

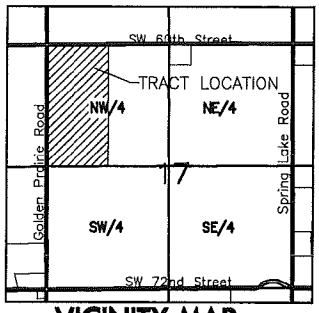
CONSTRUCTION EASEMENT:

A 50 foot wide easement, the Northerly line of which is 60 feet South of and parallel with the Southerly line of the existing 25' South half Road Right-of-Way for Southwest 60th, near the North side of the West Half of the Northwest Quarter of Section Seventeen (17), Township Twenty-four (24) South, Range Two (2) West of the Sixth Principal Meridian, Harvey County, Kansas. Said tract contains 1.54 acres, more or less, excluding road right-of-way.

LEGEND:

Construction Easement

Easement



VICINITY MAP

OWNER:
MONROE, LEONE L.

ASR

CDM
Camp Dresser & McKee
345 Riverview, Ste. 520
Wichita, KS 67203
Tel: (316) 660-6709
consulting • engineering • construction • operations

POE & ASSOCIATES, INC.
CONSULTING ENGINEERS

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

GOLDEN PRAIRIE RD. TRANSMISSION MAIN
PROJECT NAME

TRACT 10
SHEET TITLE

JGP	*MLT*	*WPF*
DESIGN BY:	DRAWN BY:	CHECKED BY:

SEPTEMBER 2009	*788013*	*1 / 1*
DATE	JOB NO.	SHEET/OF

ASR
PRESERVING OUR WATER
...OUR FUTURE

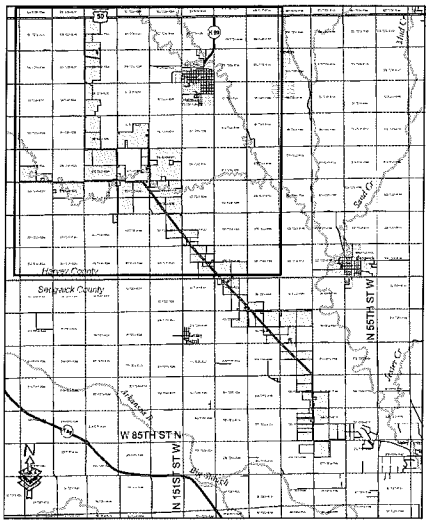
BID PACKAGE 3
Property Acquisition Map

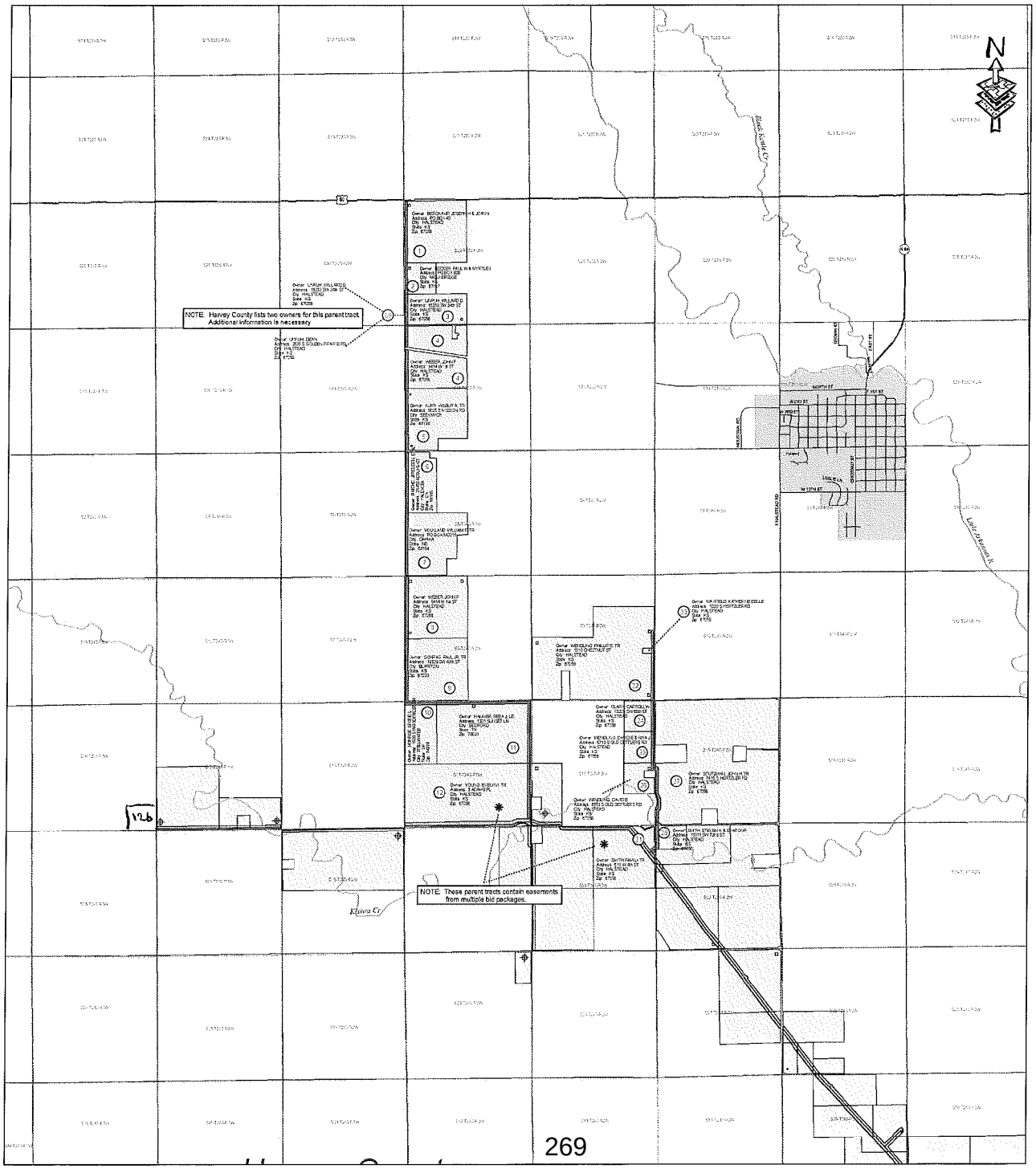
Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- # Parent Tract ID Number

Q:\2007\07685\Brent\Project GIS\ASR Bid Package2 Easements.mxd
Last saved 2/2/2009 by SAD
NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita, KS 67202
Ph. (316) 262-2691
© 2008 Professional Engineering Consultants, P.A.





Agenda Item No. XII-8.

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: Bond Counsel Engagement Letter for Cargill Financing (District I)

INITIATED BY: Department of Law

AGENDA: Consent

Recommendation: Approve the Engagement Letter and authorize the City Attorney to sign.

Background: Cargill Seed Oil has approached the City concerning a proposal to issue industrial revenue bonds for an expansion of its Soybean Crush Plant & Refinery in the vicinity of 13th and Mosley. At this facility, Cargill receives soybeans from surrounding farms and extract the oil that these beans contain. From this process, Cargill obtains three main products; Soybean Meal, Soybean Oil & Soybean Hulls. The Meal (48% protein) & Hulls (high in fiber) are purchased by animal feeding operations throughout the southwest and are loaded into trucks and railcars for delivery. The oil is transported by pipeline to Cargill's refinery, for processing and blending into oil products for human consumption. Cargill purchased the Crush Plant in 1961. The plant originally processed about 45,000 Bu. /day but is currently able to process 75,000 Bu/day. Cargill proposes construction of additional facilities to house bean flaking and expanding functions, and will acquire and install a new bean conditioner. Capital costs are projected at $13,715,000, plus project expenses of $465,000. Cargill would like to structure the financing as an underwritten public sale of Recovery Zone Facility Bonds, but if (due to absence of allocation or other factors) the Bonds cannot be so structured, they might instead be self-purchased by Cargill as ordinary, taxable IRBs.

Cargill has long used Kutak Rock's Omaha office to advise Cargill on finance matters, and would like to have the firm participate in the proposed financing as Tenant's Special Counsel. Pursuant to City policy, this necessitates selection of a different firm to act as the City's Bond Counsel in the transaction.

Analysis: Consistent with past practice for selection of Bond Counsel in similar circumstances, the Law Department obtained quotes from the firms of Gilmore & Bell and Triplett, Woolf & Garretson. Of these, the Triplett quote was lower, and so the firm was asked to submit an Engagement Letter for approval.

Financial Considerations: There is no financial impact to the City. Bond Counsel fees will be paid by Cargill or from Bond proceeds.

Goal Impact: Economic Vitality and Quality of Life. Engaging Bond Counsel on IRB issues is a necessity to enable successful marketing of the Bonds, and is also part of preserving the credibility and integrity of the City's IRB program.

Legal Considerations: The City Attorney's Office has reviewed and approved the Engagement Letter as to form.

Recommendations/Actions: It is recommended City Council approve the Engagement Letter and authorize the City Attorney to sign.

Attachments: Form of Engagement Letter.

TWG

TRIPLETT, WOOLF & GARRETSON, LLC

LAW FIRM

Thomas C. Triplett
John P. Woolf
Thomas P. Garretson
James A. Walker
Timothy E. McKee
Theron E. Fry *
Eric B. Metz
Ron H. Harnden
Tad Patton
Rachael K. Pirner
* Admitted in Kansas & Texas

2959 North Rock Road, Suite 300
Wichita, KS 67226

Email: jtklaus@twgfirm.com

TELEPHONE
(316) 630-8100

FAX
(316) 630-8101

Jeffrey D. Leonard
Jeffery C. Dahlgren
J.T. Klaus
Jerald W. Rogers
Ross E. Hellwig
Amy Fellows Cline
Tyler E. Heffron
Paula D. Langworthy
Andrew N. Kovar
Mary F. Carson, *Of Counsel*

December 23, 2009

CITY OF WICHITA, KANSAS
Attn: Gary Rebenstorf, City Attorney
455 N. Main, 13th Floor
Wichita, Kansas 67202-1679

RE: Proposed Estimated $14,000,000 City of Wichita, Kansas Industrial Revenue Bonds – Series 2010 (Cargill, Incorporated)

Dear Mr. Rebenstorf:

We have agreed to serve as Bond Counsel to the City of Wichita, Kansas (the "Issuer" or "City") in connection with the proposed issuance of the referenced bonds (the "Bonds") which are being considered by the Issuer. The Bonds are proposed to be issued in one series, in an aggregate principal amount of an estimated $14,000,000 ($13,715,000 in estimated capital costs plus expenses), for the purpose of providing funds to acquire, construct and install certain improvements at Cargill Seed Oil's existing operations in the City (the "Project"), which will be leased to Cargill, Incorporated (the "Company").

It is not yet known whether the Bonds will be sold in a private placement to an affiliate of the Company, or to an underwriter to be selected by the Company. It is anticipated that the basis upon which the Bonds will be issued will result in the interest on the Bonds being includable in the gross income of the owners thereof for purposes of federal income taxation, but it is not known whether the Project may qualify for Recovery Zone Facility Bonds within the meaning of American Recovery and Reinvestment Act of 2009.

The purpose of this letter is to set forth our role and responsibilities as the Issuer's Bond Counsel with respect to the proposed financing and our understanding with respect to fees and expenses.

Bond Counsel is engaged as an independent expert with primary responsibility to render an objective legal opinion with respect to the authorization and issuance of the Bonds.

As Bond Counsel, we will:

(1) Examine applicable law;

(2) Prepare or review (i) the Issuer's letter of intent, (ii) the Issuer's ordinance pursuant to which the Bonds will be authorized, (iii) the indenture of trust pursuant to which the Bonds will be issued and secured (the "Indenture"), (iv) the lease agreement pursuant to which the Company will agree to pay to the Issuer rentals and other payments sufficient to pay the principal of and the interest on the Bonds in accordance with their terms (the "Lease"); (v) the guaranty agreement pursuant to which the Company will unconditionally guarantee the payment of the principal of, premium, if any, and interest on the Bonds; (vi) such other documents as may be required in connection with the issuance of the Bonds, except as set forth below, or which we deem necessary for purposes of rendering our opinion, and (vii) the forms of such closing documents, certificates and opinions of counsel for the parties as may be required by the terms of the financing and applicable federal and state laws;

(3) Consult with the parties prior to the issuance of the Bonds;

(4) Review certified copies of the Issuer's and the Company's proceedings relating to the authorization and issuance of the Bonds;

(5) Draft the necessary public notice and proceedings for the required public hearing with respect to the Bonds;

(6) Prepare or review the Bond Placement Agreement and/or other form of agreements or documents relating thereto;

(7) Assist the parties in the preparation of those portions of any preliminary and final Official Statement for the Bonds (the "Offering Document") which relate to the Bonds, the Ordinance, the Indenture, the Lease and the tax treatment of the Bonds; and

(8) Undertake such additional duties as may be necessary to render our opinion or as may be requested by the Issuer.

Subject to the completion of proceedings for the authorization and issuance of the Bonds to our satisfaction, we will render our opinion(s) to the effect that:

(1) The Issuer is a duly created and validly existing public instrumentality of the State of Kansas with authority to enter into the Indenture and the Lease and to perform its obligations thereunder, and to issue the Bonds to finance the Project;

(2) The Indenture, the Lease and other pertinent financing documents have been duly authorized, executed and delivered by the Issuer;

(3) The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from the Trust Estate created by the Indenture; and

(4) The interest paid on the Bonds (i) will be exempt from income taxation by the State of Kansas, and (ii), if appropriate (in our sole and absolute discretion), will not be includable in gross income for purposes of federal income taxation, subject to certain limitations and exceptions as shall be expressed in the opinion.

Our opinion(s) will be delivered in written form, dated and executed as of the date the Bonds are issued and delivered, upon payment of the purchase price for the Bonds (the "Closing"), and will be based on facts and laws existing on that date. Upon the delivery of our opinion and the distribution of the final transcript of proceedings relating to the Bonds, our responsibilities as Bond Counsel will be concluded and our engagement as Bond Counsel to the Issuer will end with respect to the Bonds.

Our duties in this engagement are limited to those expressly set forth above. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to do any of the following:

(1) Prepare requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission;

(2) Prepare blue sky or investment surveys with respect to the Bonds;

(3) Draft state constitutional or legislative amendments;

(4) Pursue test cases or other litigation, such as contested validation proceedings;

(5) Review the financial condition of the Company, the feasibility of the Project or the adequacy of the security for payment of the Bonds, or make any

investigation or express any view as to the creditworthiness of the Issuer, the Company or the Bonds;

(6) Assist in the preparation of, or opining on, a disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(7) Represent the Issuer or the Company in any Internal Revenue Service Examination or inquiry, or Securities and Exchange Commission investigation;

(8) After Closing, providing continuing advice to the Issuer, the Company or any other party concerning any actions necessary to assure that the interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds); or

(9) Assume or undertake responsibility for the preparation of an Offering Document or any other offering memorandum or any other disclosure document with respect to the Bonds, nor will we assume or undertake responsibility for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document; or

(10) Address any other matter not specifically set forth above that is not required to render our Bond Opinion.

In rendering our opinion(s), we will rely upon the representations of the Issuer and the Company set forth in the financing documents, the certified proceedings and other certifications of public officials, officials of the Company and other persons (including certifications as to the use of the proceeds of the Bonds and various tax matters) without undertaking to verify the same by independent investigation.

As Bond Counsel to the Issuer, we do not advocate or otherwise represent the interests of the Company or any other party to the transaction. We understand that the Company will be represented by their counsel, and that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We understand that all other parties understand that in this transaction we represent only the Issuer and that our services as Bond Counsel are limited to those expressly set forth herein.

We will expect the Company to evidence compliance with current standards for full disclosure by the delivery at Closing of appropriate officers' certificates and opinion of counsel relating to both the undertakings of the Company and the accuracy and completeness of the

information included in any Offering Document. Moreover, if the Offering Document will be adopted or approved by the Issuer, our responsibility therefor will be limited to the preparation or review of a description or summary therein of (i) Kansas and federal law pertinent to the validity of the Bonds and the tax treatment of the interest paid thereon, (ii) the Bonds, and a summary of the principal financing documents relating thereto, and (iii) our opinion.

Among other matters, Counsel for the Company will be expected to have principal responsibility for (i) preparation, maintenance and/or any necessary updating of the Company's organizational and authorizing documents, (ii) assisting the Company in any self-investigation, as necessary to prepare applicable portions of any offering memoranda with respect to the Bonds, and (iii) assisting the Company in obtaining any other evidence of compliance required with covenants established by the Bond documents as a pre-requisite to the issuance of the Bonds.

Counsel for any underwriter to be utilized will be expected to have principal responsibility for preparation of the underwriting contract or bond purchase agreement and any other agreements or documents relating thereto, including any documents providing for the undertaking by the Company of a program of continuing disclosure in order to satisfy the requirements imposed upon the Underwriter by Securities and Exchange Commission Rule 15(c)2-12.

Based upon (i) our current understanding of the terms, structure, size and scheduling of the financing, (ii) the duties we will undertake as outlined in this letter; (iii) the time we have previously devoted and anticipate devoting to the financing; and (iv) the responsibilities we assume, we agree that our fee as Bond Counsel to the Issuer (i) will be in the sum of $18,000 for a taxable transaction which Bonds are purchased directly by the Company or its affiliate and (ii) will be in the sum of $29,500 for a tax-exempt transaction for the issuance of Recovery Zone Facility Bonds.

Such fee may vary (i) if the principal amount of the Bonds actually issued differs significantly from the amount stated above, (ii) if the manner in which the Bonds are to be marketed changes, (iii) if material changes in the structuring of the financing occur, (iv) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility, or (v) if significant time is expended in pursuit of Recovery Zone Facility Bonds, but generic taxable bonds are ultimately selected and utilized by the Company. If, at any time, we believe that the circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition to the fee stated above, we will expect to be reimbursed for all out-of-pocket expenses, including traveling costs, photocopying, delivery and shipping costs, long distance telephone charges, filing fees, and other necessary office disbursements. We estimate that such out-of-pocket expenses will be in the range of $2,500.

The undersigned will have primary responsibility for our firm for this engagement. Andrew Kovar, as well as other attorneys and lay personnel may also be involved on our behalf in this engagement as we may deem necessary in connection with the performance of our responsibilities.

In the event the financing is not consummated, we will expect to be compensated for time actually devoted to the matter at the rate of $250 per hour for the time of the undersigned, and $160 per hour for Mr. Kovar and any other associate attorneys, and to be reimbursed for our out-of-pocket expenses.

Our fee and estimated expenses are customarily paid at Closing from proceeds of the Bonds or Company funds, and we customarily do not submit any statement until Closing unless requested by the Company. By copy of this letter we request the Company acknowledge its payment obligations hereunder.

The City is aware that our firm has an established attorney/client relationship with LDF Properties, LLC ("LDF") on whose behalf the Issuer has already issued one series of industrial revenue bonds and may issue an additional series in the future. Applicable ethical rules prohibit us from undertaking the representation of parties with possibly adverse interests unless we reasonably believe the representation of either client will not adversely affect our representation of the other client and unless we obtain your consent. Consequently, we have disclosed this representation to you; you have had an opportunity to consider the consequences (including the potential need for us to withdraw if any material conflict actually does arise); and you have sufficient information to allow you to evaluate the representation. We do not believe that our representation of LDF will adversely affect our representation of, or our relationship with, you or *vice versa*, and seek your consent by execution of this letter.

In the course of the transaction herein described, the parties may wish to communicate via electronic mail. You understand that the nature of electronic mail may compromise the confidentiality of such communications and you have consented to our use thereof.

You are hereby advised that Triplett, Woolf & Garretson, LLC is a limited liability company under Kansas law. Accordingly, individual members of the firm are not personally accountable for the liabilities of the firm or of one another, but each of the firm's attorneys (together with the firm as a separate legal entity) remains fully subject to his or her own liabilities and professional responsibility.

If the foregoing terms are acceptable to you, please so indicate by signing and returning the enclosed duplicate original of this letter, retaining the original for your files. We look forward to working with you in connection with completing the issuance of the proposed Bonds.

TRIPLETT, WOOLF & GARRETSON, LLC

J. T. Klaus

JTK:pjg

ACCEPTED AND APPROVED:

CITY OF WICHITA, KANSAS

By_____ Date_____
Name (Printed)_____
Title_____

ACCEPTED BY THE COMPANY:

By_____ Date_____
Name (Printed)_____
Title_____

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: Change Order: 21st Street North Deceleration Lane (south side of 21st Street North, east of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the policy waiver and change order.

Background: On September 22, 2009, the City Council approved a construction contract with Barkley Construction Company to construct a deceleration lane to serve part of Remington Place Addition. After the work began, an additional commercial driveway approach was requested by the developer to be included with the project to serve future development. 100% of the cost will be assessed to the development.

Analysis: A change order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is $13,700 with the total paid by special assessments. The original contract amount is $24,700. This change order represents 56% of the original contract amount, which exceeds the City Council policy that limits change orders to 25% of the original contract amount. Obtaining the additional work by change order rather than by bidding allowed the work to be done as a part of the turn lane project which will simplify the special assessment process.

Goal Impact: This project addresses the Efficient Infrastructure goal by constructing street pavement needed for new development.

Legal Considerations: The Law Department has approved the change order as to legal form, subject to City Council approval of this increased expenditure.

Recommendation/Action: Due to the small amount of the original contract, it is recommended that the City Council waive the 25% limit on the change order, approve the change order and authorize the necessary signatures.

Attachments: Change order.

CITY OF WICHITA

PUBLIC WORKS-ENGINEERING

December 30, 2009

CHANGE ORDER

To: Barkley Construction Co.

Project: 21st Street North Decel Lane to serve Remington Place Addition (north of 21st Street North, east of Webb)

Change Order No.: 1
Purchase Order No.: 930775
CHARGE TO OCA No.: 766242

Project No.: 472-84831
OCA No.: 766242
PPN: 490260

Please perform the following extra work at a cost not to exceed $13,700.00

Additional Work: Install an 8" commercial driveway for future use.

Reason for Additional Work: Developer requested additional access point. An 8" driveway was constructed with 100% of cost assessed.

Item	Negot'd/Bid	Qty			Unit Price		Extension
ADD							
Remove C&G and sawcut asphalt	Negot'd	1	LS	@	500.00	=	$500.00
RCVG Pavement (8")	Negot'd	170	sy	@	63.00	=	$10,710.00
Median Curb	Negot'd	1	LS	@	450.00	=	$450.00
Pavers	Negot'd	16	sy	@	90.00	=	$1,440.00
Mono Curb w/ W.C.R block outs	Negot'd	1	LS	@	400.00	=	400.00
Traffic Control	Negot'd	1	LS	@	200.00	=	200.00
					Total	**=**	**$13,700.00**

CIP Budget Amount: $75,000.00

Consultant: Baughman
Total Exp. & Encum. To Date: $36,888.88
CO Amount: $13,700.00
Unencum. Bal. After CO: $24,411.12

Original Contract Amt.: $24,700.00

Current CO Amt.: $13,700.00
Amt. of Previous CO's: $0.00
Total of All CO's: $13,700.00
% of Orig. Contract / 25% Max.: 56%
Adjusted Contract Amt.: $38,400.00

Recommended By:

Greg Baalman, P.E. Date
Construction Engineer

Approved:

Jim Armour, P.E. Date
City Engineer

Approved:

Contractor Date

Approved:

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

Gary Rebenstorf Director of Law Date

By Order of the City Council:

Carl Brewer, Mayor Date

Attest:_____
City Clerk

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: 2010 Narcotic Seizure Fund Budget

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Adopt the budget for the Narcotic Seizure Fund.

Background: The Wichita Police Department has utilized the Narcotic Seizure Fund for approximately a decade to fund drug-related Police operations. The Narcotic Seizure Fund consists of monies from federal, state, and other agencies obtained as a result of investigations into illegal enterprises such as the possession and sale of narcotics. After the judicial process is completed, the funds are awarded to the Department. The Wichita Police Department adheres to stringent federal and state guidelines in accounting for and using the Narcotic Seizure funds.

Analysis: The budget for the Narcotic Seizure Fund is adopted to permit the expenditure of funds forfeited to the Wichita Police Department. Federal and state regulations require separate accounts for assets forfeited under different forfeiture programs.

Financial Considerations: As of December 21, 2009, the Narcotic Seizure Fund balance totaled $412,670. The following budget is recommended for 2010:

	Amount
Undercover buy money	$ 46,000
Undercover vehicle maintenance	36,000
Undercover fleet replacement	35,000
Undercover vehicle fuel	45,000
Undercover equipment	20,000
Undercover rent	29,600
Law enforcement training	30,000
In-car Video IT Upgrade	65,000
Annual audit	3,000
Utilities	2,500
Advertising	500
Contingency/helicopter*	100,070
TOTAL	$412,670

*Contingency balance subject to change based on final Fund balance at the end of 2009.

Goal Impact: Provide a safe and secure community by placing an emphasis on eliminating illegal enterprises such as the possession and sale of narcotics.

Legal Considerations: Federal and State laws require local units of government to use forfeited assets to supplement the funds dedicated to law enforcement and prohibit supplanting local funds with forfeited assets.

Recommendations/Actions: It is recommended that the City Council adopt the Narcotic Seizure Fund budget.

Attachments: None.

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and Members of the City Council

SUBJECT: Amendment to the Contract-International Trade Processing Center Study

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Approve the amendment.

Background: Under the federal 2004 Consolidated Appropriations Act, the City of Wichita received funds to conduct "A Feasibility Study and Work Plan for the International Trade Processing Center, Wichita, Kansas." The initial work resulted in the delivery of the "Wichita International Trade Study" (WITS) (Phase 1 Study) and the development of the IntelliPORT concept (Phase 2 Work Plan) as a mechanism to leverage investment in infrastructure and look for opportunities to use technology to make international trade easier and more affordable. To take the concept and convert it into a working model or product to be used by local businesses involved in international trade, six implementation strategies were included in the Study. The City Council reviewed the Revised Phase 2 Work Plan in a City Council Workshop on November 24, 2009.

Analysis: The consultant team proposed to complete the amended scope of services for an International Trade Processing Center Feasibility Study as Phase 2: International Trade Study Work Plan. Phase 2 was to be completed by October 30, 2009 with no increase to the existing contract budget of $908,325. TranSystems continued as the lead consultant with SAIC and Bother & Bradley for subconsultant services. TranSystems added the Kansas World Trade Center to the team for subconsultant services. The second contract amendment included the amended scope of services, a contract extension and subconsultant addition of the Kansas World Trade Center. The City Council approved this contract amendment. Due to the U.S. and global economy's significant downturn, many businesses scaled back or cut back operations. Therefore, it is necessary to reassign or eliminate tasks originally outlined in the Phase 2 services. However, the Amended Phase 2 services will continue to focus on outlining solutions to transportation issues for Wichita through the construction of a fully operational, expandable, IntelliPORT web site. The Amended Phase 2 will be completed by December 31, 2009 with no increase in the total contract budget of $908,325.

Financial Considerations: The total contract amount will not change from the existing $908,325. The City has KDOT grant funds of $963,190 approved and budgeted for the feasibility study. No local matching funds are required.

Goal Impact: This project addresses the goal of Economic Vitality by increasing the potential for international trade.

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

Recommendation/Action: It is recommended the City Council approve the contract amendment and authorize the appropriate signatures.

FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WICHITA AND TRANSYSTEMS CORPORATION

THIS AMENDMENT is entered into this 30th day of October, 2009, by and between the City of Wichita, Kansas (hereinafter called the City) and TranSystems Corporation (hereinafter called Consultant).

WHEREAS, on the 24th day of January 2006, the above named entities were parties to a contract with the caption as above set out; and,

WHEREAS, the First Amendment to the contract dated February 28, 2007, provided Consultant additional time to complete the agreement and such other services as may become necessary; and,

WHEREAS, the Second Amendment to the contract dated June 24, 2008, added the Phase 2 scope of services attached as EXHIBIT A and added a subconsultant, Kansas World Trade Center, to complete portions of the work and provided additional time to October 30, 2009 and subconsultants needed to properly complete the amended agreement and such other services as may become necessary; and,

WHEREAS, the Third Amendment to the contract dated April 21, 2009, amended Tasks 305-308 of the Phase 2, scope of services, Attachment A, with revised Tasks 305-308, of the Phase 2, scope of services, Exhibit A, with no change in the TIME OF PERFORMANCE or the BUDGET:

NOW, THEREFORE, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 24th of January 2006, and the First Amendment to the contract dated February 28, 2007, and the Second Amendment to the contract dated June 24, 2008, and the Third Amendment to the contract dated April 21, 2009 are hereby reaffirmed and re-executed and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

SECTION 1. SCOPE OF SERVICES. The Consultant agrees to provide the various technical and professional services to perform the tasks outlined in Exhibit A, Amended Phase 2: International Trade Study Work Plan of this Fourth Amendment.

SECTION 2. TIME OF PERFORMANCE. The services of the Consultant are to commence as soon as practicable on the date of this contract, and shall be undertaken and completed in such sequence as to assure their completion no later than December 31, 2009, unless otherwise extended by the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized officers, as of the date first above written.

THE CITY OF WICHITA

By: _____
Carl Brewer
Mayor

Date: _____

CONSULTANT

By: _____
Brett Letkowski, Vice-President
TranSystems Corporation

Date: 12-15-09

ATTEST:

_____
Karen Sublett, City Clerk

Date: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf, by BJM
Gary Rebenstorf, Director of Law

Date: 12/09/09

Wichita International Trade Processing Center
AMENDED Phase 2: International Trade Study Work Plan

Under the federal 2004 Consolidated Appropriations Act, the City of Wichita received funds to conduct "A Feasibility Study and Work Plan for the International Trade Processing Center, Wichita, Kansas." The initial work completed for the Wichita International Trade Processing Center Feasibility Study using these funds, resulted in the delivery of the "Wichita International Trade Study" (WITS) and the development of the IntelliPORT concept as a mechanism to leverage investment in infrastructure and look for opportunities to use technology to make international trade easier and more affordable. To take the concept and convert it into a working model or product to be used by business involved in international trade, six implementation strategies were included in the Study.

In the original scope of services, task items were included to locate facilities and provide concept designs but the initial study effort concluded that facilities were not feasible as an initial focus but the IntelliPORT concept should be put in place to help grow trade and eventually justify the investment in facilities. Since many of the original task items were not feasible, the initial phase of the project was completed under budget.

The Consultant Team prepared an amended scope of services as part of the International Trade Processing Center Feasibility Study Phase 2: International Trade Study Work Plan approved by the City on May 8, 2007. Phase 2 was to be completed with no increase to the existing contract not to exceed payment of $908,325.00. TranSystems continues as the lead consultant with SAIC, Bothner & Bradley (B&B) and Kansas World Trade Center (KWTC) for subconsultant services.

Description of Amended Phase 2 Services

Since concluding Phase I and development of the original Phase 2 services, the U.S. and global economy has taken a significant downturn causing businesses to be very cautious and many have scaled back operations. Therefore, it was necessary to reassign or eliminate tasks originally outlined in the Phase 2 services. The goal of Phase 2 is to provide resources to build IntelliPORT with the ultimate goal of growing business by leveraging investment in infrastructure and using technology to make international trade easier and more affordable. These changes are aimed at helping Wichita business return to a more quickly return to a stable business climate through a working IntelliPORT.

The amended Phase 2 services will continue to focus on identifying and outlining solutions to transportation issues for Wichita through construction of an expandable, IntelliPORT web site. The amended Phase 2 will be completed by December 31, 2009 with no increase to the existing contract not to exceed payment of $908,325.00.

Task 1. Identify IntelliPORT Sponsor

The consultant team, existing Steering Committee, and City of Wichita will provide input on the creation of a Business Leader's Working Group of 8 to 10 members representing the business community and public partners. This Working Group will be established

- to bring a consistent voice from the business community on project development
- to identify an appropriate spokesperson from the business community to advocate for IntelliPORT
- to provide on-going feedback as the concept is developed into a product/delivered service

The consultant team will hold meetings with the Business Leader's Working Group

- to introduce IntelliPORT and provide background on the Wichita International Trade Study
- to establish the Working Group's goals and objectives
- to coordinate ongoing efforts to formalize a sponsor and carry out the implementation strategies
- to create a formalized business plan for IntelliPORT

101. The KWTC will coordinate the establishment of the Business Leader's Working Group including

- Soliciting candidate nominations from the existing Steering Committee, City of Wichita and the Consultant Team.
- Contact nominees to gauge their interest in participation.
- Finalize list of nominees for Business Leader's Working Group.
- Prepare, schedule and facilitate a meeting with City of Wichita representatives to formally appoint the Business Leader's Working Group.

102. TranSystems will consult with the KWTC in advance of the City of Wichita meeting to assist with the finalized list of Business Leader's Working Group members. TranSystems will attend and participate in the meeting with the City of Wichita.

103. REVISED: The KWTC will coordinate, facilitate, schedule, develop materials/presentation, follow-up (meeting notes/minutes) and assume any room, food or equipment fees for up to eight (8) Business Leader's Working Group meetings during Phase 2. It is assumed that the meetings will last approximately 1.5 hours: The KWTC will provide intermittent email updates as needed between scheduled meetings.

104. REVISED: TranSystems will attend and participate in up to eight (8) BLWG meetings. Formal presentations by TranSystems staff are anticipated at four (4) meetings.

105. REVISED: B&B will attend and participate in up to eight (8) BLWG meetings. Formal presentations by B&B staff are anticipated at two (2) meetings.

106. NEW: Consultant team meetings will be held on a periodic basis to advance the project.

Task 2.REVISED: Create and Deploy IntelliPORT website with a Marketing Plan

In order to adequately market the IntelliPORT website and move it to a product/delivered service, marketing outreach services need to be provided.

201. REVISED: B&B/HW will develop a database-driven, expandable IntelliPORT website, with specific customizable modules for Training and Education, Co-operative Services and Peer-to-Peer exchange provided to registered users and through public access. The website elements will be developed through meetings with technical experts, the Business Leader's Working Group and the internal team. The website will be integrated with the KWTC's site and IntelliPORT will be integrated into KWTC's business model. KWTC will manage the site, its technology, upgrades and any revenues potentially generated from the site will go back to KWTC for management of the site and associated programs of the KWTC.

202. As part of developing the IntelliPORT business plan, B&B will develop a price model for:

- Underwriting/investment start up costs
- Membership
- Fee for Services (basic, premium, customized)

The model will be developed incorporating feedback from technical experts, the Business Leader's Working Group and the internal team during meetings and research efforts.

203. A key element of the marketing plan is coordination of the promotion of IntelliPORT. B&B will work to coordinate the promotion of IntelliPORT through

- Media Relations

- Business-to-Business Advertising
- Website development
- Identity

204. TranSystems will act as a member of the internal team and assist B&B during the development of the Marketing Plan. It is anticipated that the internal team will hold teleconferences on a limited basis to review key deliverables and assist in direction setting as required.

205. KWTC will act as a member of the internal team and assist B&B during the development of the Marketing Plan. It is anticipated that the internal team will hold teleconferences on a limited basis to review key deliverables and assist in direction setting as required.

Task 3. Further Develop IntelliPORT Elements

Training and Education

301. SAIC will develop a training curriculum specific to freight transportation technology and benefits. A training manual will be developed that includes:

- Introduction: This is a general section that could/would provide background for the training need. It could/would discuss briefly how the curriculum was developed in modules to be fully portable and adaptable to education and training environments in a wide variety of locations and situations. The delivery criterion provides flexibility in how the curriculum could/would be packaged or adapted based on the needs of the participating businesses, partnerships, LLCs, individuals, incorporated companies, or co-operative members.
- Synopsis: This section of the curriculum could/would define the instructional environment for course participants including structure and presentation methods and broadly define the intent of the training, materials needed and to be used, and what participants will do to accomplish the training.
- Design: This section could/would identify or describe the type of professionals who could/would benefit from the training.
- Cognitive Objective: This section could/would describe what the module will enable the participant to be able to do with the information once the training is completed.
- Objective(s): This section could/would identify the objectives the module is designed to accomplish to support the Cognitive Objective.
- Delivery: This section could/would define the number of standard training periods (60 minutes including a 10-minute break each period) that could/would be expected to complete the training and what the period(s) could/would entail – discussion, material review, presentation, etc., and method of delivery – online, classroom, in the field, at a business, etc.
- Participation Limitations: This section could/would define the maximum number of training participants for the module.
- Completion Certificates: This section could/would define the requirements for each participant in completing all work outlined in the module to be eligible to receive a certificate of training completion. The certificate will not imply that the participant receives any special credit or is registered in any way for course completion.
- Staff Requirements: This section could/would define the staff (profession or level of expertise) needed to present the module and any special requirements (i.e., language interpretation, sign language, etc).
- Facilities and Equipment: This section could/would identify the facility, audio/visual or computer equipment capabilities needed to support the participants, staff and training including any special requirements for the handicapped (hearing, sight or physically impaired).

- Teaching Aids: This section could/would identify instructional materials used to present the training including instructor notes, PowerPoint presentations, and any special requirements for the handicapped.
- References: This section could/would identify all published references used to develop the module.
- Author: This section could/would identify the module author by contact information.
- Revisions: This section could/would identify the last date the module was revised, what the revision was, who revised it, and the reason for the revision.
- Fees: Reasonable estimates of course fees will be developed. The price model developed in Task 2 will be referenced while developing the fee structure.

302. SAIC will develop a training curriculum specific to freight transportation technology and their benefits. Training presentation materials, instructor notes and student handouts will be developed for the following day-long course:

100 – Freight Transportation Technologies Overview and Benefits – 1 day
101: Background: Freight Operations Survey – 2 periods
- Intermodal containers and terminal operations
- Rail Operations
- Truck Operations
- Intermodal Exchanges

102: Freight Information Systems State of the Art – 1.5 periods
- Electronic Data Interchange (EDI)
- Commons Web Based Freight Logistics Applications
- New Developments (XML messaging, Peer-to-Peer networks)

103: Vehicle and Equipment Tracking Technologies – 1 period
- Automated Vehicle Location (AVL)
- Trailer and Chassis Tracking (UTT, CargoMate)

104: Radio Frequency Identification (RFID) Technologies – 1.5 periods
- Electronic Seals (E-seals)
- Rail Automated Equipment Identifications (AEI)
- Automated Vehicle Identification (AVI)

105: Electronic Manifest Technology – 1 period
- Automated Commercial Environment (ACE): e-Manifest
- Electronic Supply Chain Manifest (ESCM) Program

SAIC will not schedule or provide a training session as part of Phase 2. The curriculum would be reviewed by the Business Leader's Working Group and delivered to the sponsor that is identified so that the sponsor can host the training. The sponsor will assume all costs for hosting this training in the future including trainer fees.

303. KWTC will evaluate and provide comment on the freight transportation technology and benefits curriculum developed by SAIC based on local knowledge of audience and past research on effectiveness of training and education programs offered in the Wichita area.

304. REVISED: KWTC will augment their existing international trade curriculum by developing 3 new courses and enhancing 3 existing courses. Training presentation materials, instructor notes and handouts will be developed for relevant course topics.

Co-operative Services
305. REVISED: Based on transportation issues raised in a 2006 survey of potential users of a Wichita-based international trade processing center, a follow-up review will be conducted that will present concepts to respondents to ascertain the viability of those ideas. This information will help determine how IntelliPORT can facilitate improvement to the international supply chain of local companies. Based on the findings of this review, TranSystems will create an international supply chain demonstration illustrating the transportation steps involved in import/export. This interactive demonstration will be tested by industry contacts to verify its relevance and to explore integrating it electronically into the IntelliPORT tool.

306. DELETED.

307. REVISED: KWTC will assist in identifying companies to interview in Task 305.

308. REVISED: TranSystems will provide an architecture document for the supply chain demonstration so that it can be expanded in future updates to IntelliPORT.

309. REVISED: TranSystems will research and contact service providers that are vital to the international trade processing and transportation system (i.e., freight forwarders, brokers, load matching services, carriers, etc.). These contacts will likely be added to the supply chain demonstration created for IntelliPORT so that members or subscribers can easily access this information as it is relevant to their supply chains. Initial recruitment of companies interested in being a part of this list will take place during the development of the demonstration.

Peer-to-Peer Exchange
310. DELETED.

311. KWTC will identify existing peer organizations or professional societies to be listed on the website to provide awareness of other methods of building peer relationships in the area of trade and transportation.

NOTE: The initial format of the exchange will likely take form on a website developed through the marketing efforts in Task 2. The website elements will include developing a chat forum or Q&A posting abilities but that is covered in B&B's Task 2 scope and fee.

Task 4. Identify Funding Resources

401. DELETED.

402. DELETED

Task 5. Build Partnerships

501. REVISED: KWTC will develop "Introduction to IntellPORT" materials to be used when presenting to other organizations, institutions and the business community. For IntelliPORT to provide meaningful results, a combination of web presence and "real life" interactions must be present. These materials will augment the professional interaction provided by KWTC staff.

502. DELETED.

503. DELETED.

504. DELETED.

505. B&B will review the introduction materials to ensure they incorporate the IntelliPORT identity and clear messages.

Task 6. Continuously Reinvent IntelliPORT

601. REVISED: B&B will identify evaluation criteria or measurements to gauge the success of IntelliPORT elements and services. Potential ways to measure success are through quantifying the growth in international trade, costumer/user counts, customer/user satisfaction survey results, or volume of services provided. The measurements will be used to provide feedback into the services and activities IntelliPORT is providing so that appropriate services are being provided to the user and that investors or granting bodies can be assured that their funds are being utilized in a fiscally successful manner.

Task 1.0 Deliverables:

- Meeting Summaries for each Business Leaders Working Group Meeting prepared by KWTC.
- A Year-end Summary of all Business Leaders Working Group activities prepared by KWTC.

TASK 2.0 Deliverables:

- A Marketing Plan summary document prepared by B&B.
- A Website Architecture document prepared by B&B/HW.

TASK 3.0 Deliverables:

- A Transportation Technology training manual prepared by SAIC.
- Training materials for three new courses and three enhanced existing courses on international trade prepared by KWTC.
- A Supply Chain Web demonstration prepared by TranSystems to include a resource list of service providers.
- Supply Chain Architecture document prepared by TranSystems.

TASK 4.0 Deliverables:

- DELETED.

TASK 5.0 Deliverables:

- IntelliPORT introductory materials prepared by KWTC.
- DELETED.

TASK 6.0 Deliverables:

- A brief Measurement Summary document prepared by B&B.

Proposed Schedule and Fee

The Consultant Team proposes to complete the amended scope of services by December 31, 2009 with no increase to the existing contract not to exceed payment of $908,325.00.

Fee Proposal by Consultant		
Study Team		**Fee**
Prime	TranSystems	$122,400.00
	Bothner & Bradley with Howerton White	$148,500.00
	SAIC	$41,423.15
	Kansas World Trade Center	$85,400.00
Total		$397,723.15
	Approximate Total Remaining in Contract	$397,723.15
	Approximate Contract Amount Spent As of July 31, 2007	$510,501.85
Contract Not to Exceed Maximum (will remain constant)		$908,325

Amended Phase 2 Fee Proposal by Task					
Project Task	**TranSystems**	**Bothner & Bradley with Howerton White**	**SAIC**	**Kansas World Trade Center**	**Total**
Task 1	$19,900.00	$5,100.00		$22,400.00	$47,400.00
Task 2	$12,500.00	$141,400.00		$5,000.00	$158,900.00
Task 3	$90,000.00		$41,423.15	$53,000.00	$184,423.15
Task 4	$0.00			$0.00	$0.00
Task 5	$0.00	$1,000.00		$5,000.00	$6,000.00
Task 6	$0.00	$1,000.00		$0.00	$1,000.00
	$122,400.00	$148,500.00	$41,423.15	$85,400.00	$397,723.15

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: Water Utilities Customer Information System Billing Modification - Amend the CIP

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Amend the CIP budget and authorize modifications to the Water Utilities Customer Information System Billing System.

Background: On December 19, 2006, the City Council authorized the expenditure for the upgrade of the Water Utilities' billing software. The software was brought on-line in November of 2008. The billing software provides for the issuance of over 1,700,000 invoices annually and results in the generation of an annual cash flow in excess of $75,000,000.

Analysis: One of the base products of the billing software allows archiving and purging of historical data. The modifications and customizations needed to implement this module were not examined at the time the system was upgraded because the need for archive/purge was not evident and it was not a part of the original system.

The performance of the billing system has been reduced, due to the fact that a query on an account can result in the system being required to search over 90 million records of data. This causes longer transaction times and subsequently, lengthened phone interactions with customers. Further, because of the increased query time, the information from the previous customer that remains cached in the system does not always clear. Thus, a new customer query may have the previous customer's information leading to incorrect information being entered into the customer's account.

Financial Considerations: To modify, customize and implement archive/purge, it is anticipated that the cost will not exceed $100,000. Funding is available in CIP W-65, Mains for Future Development, which currently has $4.4 million not anticipated to be spent during the current capital budget year. The project will be funded from Water Utility revenues and reserves, and/or a future revenue bond issue.

Goal Impact: This project addresses the goal of ensuring efficient infrastructure.

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

Recommendations/Actions: It is recommended that the City Council: 1) amend the CIP; 2) authorize the project; 3) approve the expenditure; 4) adopt the Resolution; and 5) authorize the necessary signatures.

Attachments: Resolution
Notice of Intent

RESOLUTION NO. 10-002

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $100,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

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

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Water Utilities CIS Billing Modifications (W-019) (the “Project”). The total costs of the Project are estimated to be one hundred thousand dollars ($100,000) in 2010 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one hundred thousand dollars ($100,000) in 2010, exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as

though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on January 5, 2010.

(Seal)

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

OCA: 633815

Published in the Wichita Eagle on January 8, 2010

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $100,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 10-002, duly adopted January 5, 2010, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Water Utilities CIS Billing Modification (W-019) (called the "Project"). The total costs of the Project are estimated to be one hundred thousand dollars ($100,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $100,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on January 5, 2010.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

CITY OF WICHITA
City Council Meeting
January 5, 2010

TO: Mayor and City Council Members

SUBJECT: Easement across City-Owned Property at 2305 East 57th Street South. (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the dedication.

Background: Kansas Gas and Electric, doing business as Westar Energy, maintains an existing substation (Midland Substation) on City-owned property at Water Utilities' Sewer Plant Two. Westar approached the City about establishing an easement for the existing substation and acquiring additional land to facilitate an expansion of the Midland Substation. The proposed expansion will allow Westar Energy to improve the quality of service for Westar's customers and the plant. In addition, a permanent easement will be established for the existing aerial power lines on the land owned by the City.

Analysis: The proposed expansion of electrical installations at Midland Substation will ensure redundancy and service efficiencies to Sewer Plant Two. Westar Energy's access to the Water Utilities' land will be limited to the easements and will not interfere with the operation of the plant. The Water Utilities Department has reviewed and approved the dedication.

Financial Considerations: There is no cost to the City.

Goal Impact: The dedication of this parcel ensures efficient infrastructure in this area.

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

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

Attachments: A permanent easement for the substation, a permanent easement for the power lines, an aerial map and a draft site plan for the Midland Substation.

PERMNANT EASEMENT

THIS EASEMENT made this _____ day of _____, 2009 by and between the City of Wichita, Kansas, a municipal corporation, ("Grantor"), and the Kansas Gas and Electric Company, a Kansas corporation, ("Grantee").

WITNESSETH: That the Grantor, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Grantee a perpetual easement to erect, alter, reconstruct, operate, and maintain under varying conditions of operation, renew and remove electric substation and communication facilities, together with the right to conduct survey operations and such other subterranean tests and explorations Grantee deems necessary, and together with the right to erect, alter, reconstruct, operate, and maintain under varying conditions of operation, renew and remove transmission and distribution lines, the wood and steel poles and towers, anchors, guys, cross arms, insulators, conductors, underground conduit, ducts, cables, fences, buildings, and foundations and other equipment appurtenant thereto, including the right to store material and the right to make use of property for purposes related to the transmission and distribution of electrical energy and communications in, along, under, across and over the following described real estate situated in Sedgwick, County, Kansas, to wit:

Attached as Exhibit "A"

Grantee, designees or assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, installing, operating, maintaining and repairing said electric facilities and any appurtenances thereto so long as the improvement is maintained and operated by the Grantee, designees or assigns.

Grantee shall further have the right to erect a fence to enclose the whole tract or a portion of the above described tract, except roadway, and the right to trim or remove such trees, branches, shrubs, bushes and other obstacles which in Grantee's judgment may interfere with the safe, proper and expeditious erection, reconstruction, operation, maintenance under varying conditions of operation, renewal and removal of its above described facilities, or any part thereof.

Grantee, designees or assigns, hereby agree to use existing roads or lanes, whenever practicable, when exercising rights of ingress and egress.

Grantee, designees and assigns, hereby agree that at the conclusion of any construction activity, improvements, inspection, operating, maintenance or repairs, any damage to the

surface area or any real property shall be repaired by Grantee, its designees or assigns, at Grantee's sole cost within thirty (30) days from date of damage.

TO HAVE AND TO HOLD THE SAME, together with all and singular tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, forever; and Grantor does hereby covenant, promise and agree to warrant and defend title to the Property unto Grantee, against the lawful claims and demands of all persons claiming under the Grantor, except for:

Easements and Restrictions of record, if any, recorded with the Sedgwick County Register of Deeds.

IN WITNESS WHEREOF:

City of Wichita, Kansas, a municipal corporation:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged, before me this _____ day of _____, 20__, before me, a Notary Public in and for said County and State aforesaid, personally appeared Carl Brewer and Karen Sublett, Mayor and City Clerk of the City of Wichita, Kansas, a municipal corporation.

_____
Notary Public

SEAL

My Appointment Expires: _____

EXHIBIT "A"

March 24, 2008

Westar Midland Substation
PEC Project No. 05735-009

EASEMENT "A"
Substation Area

A 330 ft. by 150 ft. parcel in the South Half of the Northwest Quarter of Section 27, Township 28 South, Range 1 East of the 6th P.M. Sedgwick County, Kansas described as:

Beginning at the Northwest Corner of the SE 1/4 of the NW 1/4 of Section 27, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence bearing N89°51'12"E along the north line of said SE 1/4 of the NW 1/4, a distance of 150.00 feet; thence bearing S00°02'37"E, parallel with the west line of the SE 1/4 of the NW 1/4, a distance of 250.00 feet; thence bearing S89°51'12"W, a distance of 150.00 feet to a point on the west line of said SE 1/4 of the NW 1/4, said point being 250.00 feet south of the Northwest Corner of said SE 1/4 of the NW 1/4; thence bearing S89°52'32"W, a distance of 180.00 feet; thence bearing N00°02'37"W parallel with the west line of said SE 1/4 of the NW 1/4, a distance of 250.00 feet; to a point on the north line of the SW 1/4 of the NW 1/4 of said Section 27; thence bearing N89°52'32"E along the north line of the said SW 1/4 of the NW 1/4, a distance of 180.00 feet to the point of beginning.

Encompassing 1.89 acres more or less.

Prepared by Charles W. Brooksher L.S. #1281.

PERMNANT EASEMENT

THIS EASEMENT made this _____ day of _____, 2009 by and between the City of Wichita, Kansas, a municipal corporation, ("Grantor"), and the Kansas Gas and Electric Company, a Kansas corporation, ("Grantee").

WITNESSETH: That the Grantor, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Grantee a perpetual easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications in, along, under, across, and over the following described real estate situated in Sedgwick, County, Kansas, to wit:

Attached as Exhibit "A-1", "A-2", "A-3" and "A-4"

Grantee, designees or assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, installing, operating, maintaining and repairing said electric and communication lines and any appurtenances thereto so long as the improvement is maintained and operated by the Grantee, designees or assigns.

Grantee, designees or assigns, is hereby granted the right to trim, remove, cut, clear away trees, limbs and brush on the above-described easement area.

Grantee, designees or assigns, hereby agree to use existing roads or lanes, whenever practicable, when exercising rights of ingress and egress.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed on the said right of way without the prior written consent of the Grantee.

Grantee, designees and assigns, hereby agree that at the conclusion of any construction activity, improvements, inspection, operating, maintenance or repairs, any damage to the surface area or any real property shall be repaired by Grantee, its designees or assigns, at Grantee's sole cost within thirty (30) days from date of damage.

TO HAVE AND TO HOLD THE SAME, together with all and singular tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, forever; and Grantor does hereby covenant, promise and agree to warrant and defend title to the Property unto Grantee, against the lawful claims and demands of all persons claiming under the Grantor, except for:

Easements and Restrictions of record, if any, recorded with the Sedgwick County Register of Deeds.

IN WITNESS WHEREOF:

City of Wichita, Kansas, a municipal corporation:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged, before me this _____ day of _____, 20___, before me, a Notary Public in and for said County and State aforesaid, personally appeared Carl Brewer and Karen Sublett, Mayor and City Clerk of the City of Wichita, Kansas, a municipal corporation.

_____
Notary Public

SEAL

My Appointment Expires: _____

NW/4 S27 - T28S -R1E

EXHIBIT "A-1"

March 24, 2008

Westar Midland Substation
PEC Project No. 05735-009

EASEMENT "B"
50 foot overhead power line easement

A tract of land in the Southwest Quarter of the Northwest Quarter Section 27, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas described as:

Commencing at the Northeast corner of the SW 1/4 of the NW 1/4, Section 27, Township 28 South, Range 1 East of the 6th P.M. Thence bearing S89°52'32"W along the north line of said SW 1/4 a distance of 180.00 feet; thence bearing S00°02'37"E, a distance of 13.50 feet to the Point of Beginning; thence continuing bearing S00°02'37"E a distance of 50.00 feet; thence bearing S89°52'32"W, parallel with the north line of said SW 1/4 of the NW 1/4, a distance of 1,090.19 feet to a point on the east Right-of-way of Hydraulic Avenue, said right of way being 50.00 feet East of the West line of said NW 1/4; thence bearing N00°00'00"E, along said east Right of way a distance of 50.00 feet; thence bearing N89°52'32"E, a distance of 1,090.15 feet to the point of beginning

Encompassing 1.25 acres more or less.

Prepared by Charles W. Brooksher L.S. #1281

03-EC-kge-1
08-068

NW/4 S27 - T28S -R1E

EXHIBIT "A-2"

March 24, 2008

Westar Midland Substation
PEC Project No. 05735-009

EASEMENT "C"
50 foot overhead power line easement

A tract of land in the Northeast Quarter of the Northwest Quarter Section 27, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas described as:

Commencing at the Southwest Corner of the NE 1/4 of the NW 1/4, Section 27, Township 28 South, Range 1 East of the 6th P.M; thence bearing N89°51'12"E along the south line of said NE 1/4 of the NW 1/4, a distance of 29.28 feet to the Point of Beginning; thence bearing N00°15'24"E, a distance of 1,327.81 feet to a point on the north line of said NE 1/4 of the NW 1/4; thence bearing N89°50'06"E, along the north line of said NE 1/4 of the NW 1/4 a distance of 50.00 feet; thence bearing S00°15'24"W, a distance of 1,327.82 to a point on the south line of said NE 1/4 of the NW 1/4; thence bearing S89°51'12"W a distance of 50.00 feet to the point of beginning.

Encompassing 1.52 acres more or less.

Prepared by Charles W. Brooksher L.S. #1281

03-EC-kge-1
08-068

NW/4 S27 - T28S -R1E

EXHIBIT "A-3"

March 24, 2008

Westar Midland Substation
PEC Project No. 05735-009

EASEMENT "D"
Overhead power line easement

A tract of land in the Northeast Quarter and Southeast Quarter of the Northwest Quarter Section 27, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas described as:

Commencing at the Northwest corner of the SE 1/4 of the NW 1/4, Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence bearing N89°51'12"E along the north line of said SE 1/4, a distance of 150.00 feet; thence bearing S00°02'37"E, a distance of 18.21 feet to the Point of Beginning; thence bearing N89°51'12"E parallel to the north line of said SE 1/4 of the NW 1/4, a distance of 29.68 feet; thence bearing N26°57'35"E a distance of 62.40 feet; thence bearing S63°02'25"E, a distance of 40.00 feet; thence bearing S26°57'35"W, a distance of 41.80 feet; thence bearing N89°51'12"E parallel to the north line of said SE 1/4 of the NW 1/4, a distance of 825.76 feet; thence bearing S00°08'48"E, a distance of 40.00 feet; thence bearing S89°51'12"W a distance of 253.00 feet; thence bearing S21°52'01"E, a distance of 66.34 feet; thence bearing S00°14'36"E, a distance of 200.07 feet; thence bearing S89°45'24"W, a distance of 40.00 feet; thence bearing N00°14'36"W, a distance of 192.43 feet; thence bearing N21°52'01"W, a distance of 74.64 feet; thence bearing S89°51'12"W, a distance of 550.18 feet; thence bearing S26°57'35"W a distance of 119.53 feet; thence bearing N00°02'37"W, a distance of 146.29 feet to the point of beginning.

Encompassing 1.19 acres more or less.

Prepared by Charles W. Brooksher L.S. #1281

03-EC-kge-1
08-068

PRIVATE LINE - NO EASEMENT

NW/4 S27 - T28S -R1E

EXHIBIT "A-4"

March 24, 2008

Westar Midland Substation
PEC Project No. 05735-009

EASEMENT "E"
Overhead power line easement

A tract of land in the Southeast Quarter of the Northwest Quarter Section 27, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas described as:

Commencing at the NW corner of the SE 1/4 of the NW 1/4, Section 27, Township 28 South, Range 1 East of the 6th P.M.; thence bearing S00°02'37"E along the west line of said SE 1/4, a distance of 250.00 feet; thence bearing N89°52'32"E, a distance of 3.40 feet to the Point of Beginning; thence bearing N89°52'32"E, a distance of 40.02 feet; thence bearing S01°46'38"E, a distance of 124.55 feet; thence bearing N89°53'46"E, a distance of 768.71 feet; thence bearing S00°06'14"E, a distance of 40.00 feet; thence bearing S89°53'46"W, a distance of 767.54 feet; thence bearing S01°46'38"E, a distance of 18.91 feet; thence bearing S88°13'21"W, a distance of 40.00 feet; thence bearing N01°46'39"W, a distance of 184.63 feet to the point of beginning.

Encompassing 0.87 acres more or less.

Prepared by Charles W. Brooksher L.S. #1281

03-EC-kge-1
08-068

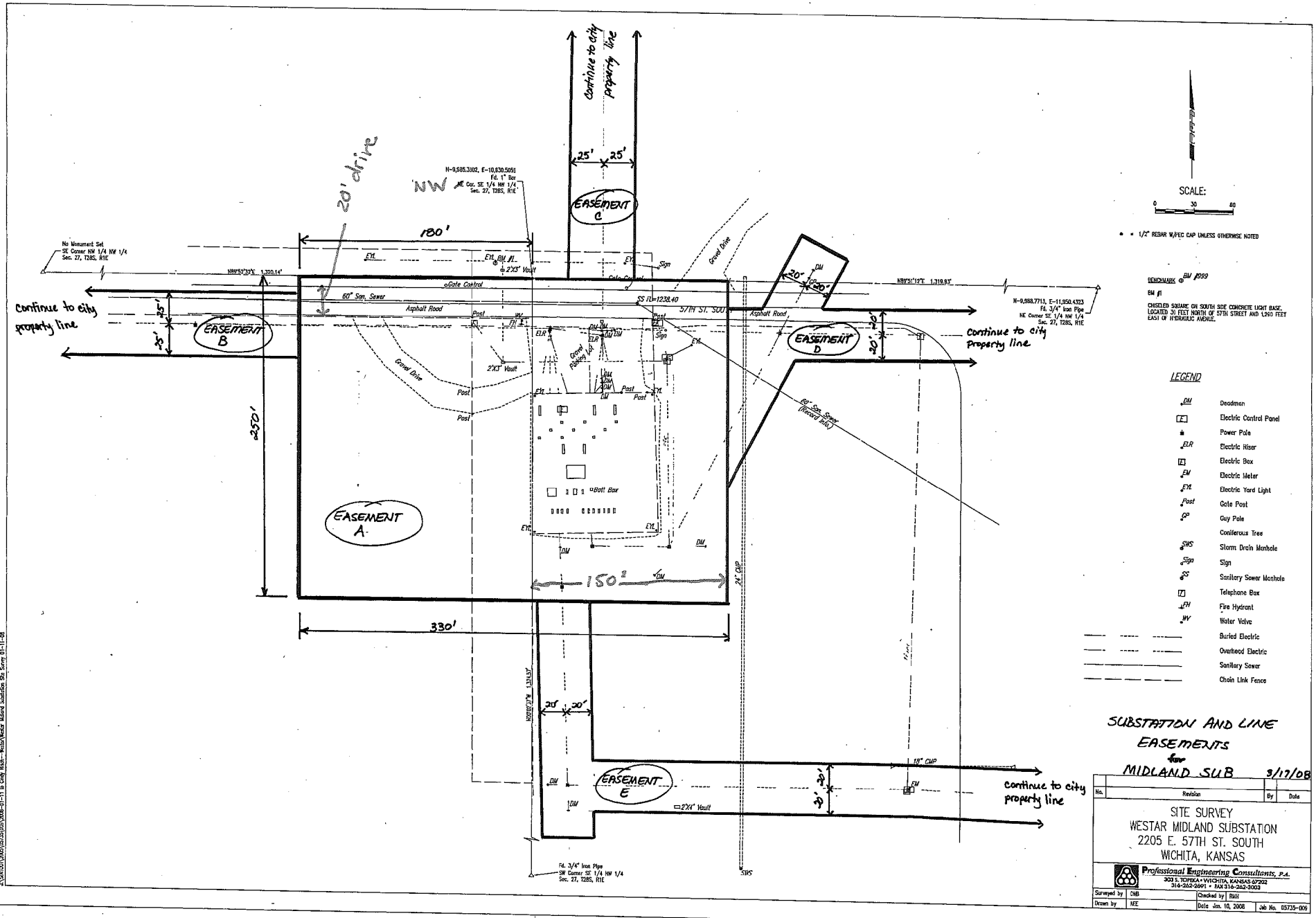
PRIVATE LINE ~ NO EASEMENT

DISCLAIMER AND COPYRIGHT NOTICE
The information contained on this drawing/map is used to locate, identify and/or inventory Westar Energy, Inc. electrical facilities located on parcels of land in the Westar Energy, Inc. service area. It is intended for reference purposes only and is NOT to be construed or used as a "legal description." Map information is believed to be accurate but accuracy is not guaranteed. This information should not be relied upon as a substitute for an actual field survey. This drawing/map is not to be used as a substitute for using the Kansas ONE-CALL system for purposes of digging and excavation. You must call Kansas ONE-CALL (1-800-DIG-SAFE) to notify operators of underground facilities of proposed excavation or digging to request that member companies mark their underground facilities before they dig! In no event will Westar Energy, Inc. be liable for any damages, including loss of data, lost profits, business interruption, loss of business information or other pecuniary loss that might arise from the inaccuracy, use or misuse of this map or the information it contains. You are prohibited from reproducing or distributing this drawing/map or any portion of it without written permission of Westar Energy, Inc. © Westar Energy, Inc. All rights reserved.

Think Safety

Westar Energy

Title Title			
By Name	Date 3/18/2008	WR # 000000	Crew HQ 0000
Sub/Ckt AAAA 00-00	Scale 1 inch equals 179 feet	Upstream Device X000X00000	Sheet Page 1



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308

R. MANAGEMENT
RCVD. 3/5/08

CITY OF WICHITA
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Snow Removal Equipment Facility

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project it is necessary to declare that a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof and the manner of payment needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or the form of General Obligation bonds for long term financing.

Analysis: On December 22, 2009, the Wichita Airport Authority authorized a project budget for the design study for a snow removal equipment facility to meet Federal Aviation Administration guidelines for the storage of airfield snow removal and ice control equipment and supplies. It is appropriate to make notice of the intent to use debt financing for this project with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by City Council.

Financial Considerations: The budget for the project is currently set at $52,000 which represents the maximum cost that will be financed with General Obligation bonds/notes. The source of repayment for the bonds/notes will be Airport revenues.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is leveraged through the use of financing for capital projects.

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

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

Attachments: Authorizing Resolution.

OCA=500496; UC1=1011

Published in the Wichita Eagle on January 8 and January 15, 2010

RESOLUTION NO. 10-003

A RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY;AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. l3-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

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

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

Snow Removal Equipment Facility

to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project").

SECTION 2. That the cost of the above described Project is estimated to be Fifty Two Thousand Dollars ($52,000), exclusive of the cost of interest on borrowed money, to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. l3-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed $52,000.

SECTION 3. To the extent the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once each week for two consecutive weeks in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, January 5, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

REVISED **Agenda Item No. XII-15.**

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: Water Distribution Mains for Future Development

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the expenditure for future water mains.

Background: This project is included in the ten-year Capital Improvement Program to serve future developments and newly annexed areas. It provides the City's share in funding the installation of new water mains. These mains serve as the backbone of the system and establish the current service area of the water distribution system.

Analysis: The Water Master Plan indicates the need to extend the water distribution system where future growth and development are occurring. This is primarily due to growth outside, or in addition to the growth area of the City that was anticipated at the time of the master plan preparation. **This CIP project is reactive to specific locations of new development as they are identified.** These projects are identified when a petition for water system extensions is received. The utility pays for links and over sizing of the water system in developments. **Additionally,** ~~The~~ **the** funds are ~~also~~ used to design and relocate water mains for future Public Works' projects.

Financial Considerations: Unidentified Water Mains (CIP W-65) has a budget of $1,500,000 in 2010 and will be funded from future revenue bonds and/or Water Utility cash reserves.

Goal Impact: This project addresses ensuring efficient infrastructure by providing reliable water service to the Water Utility customers.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the project expenditures for 2010; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachments: Resolution
Notice of Intent.

RESOLUTION NO. 10-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,500,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

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

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Unidentified Water Mains (W-65) (the "Project"). The total costs of the Project are estimated to be one million five hundred thousand dollars ($1,500,000) in 2010 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million five hundred thousand dollars ($1,500,000) in 2010, exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body

shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2010.

(Seal)

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

OCA: 635695

(Published in the Wichita Eagle, on _____, 2010.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,500,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 10-_____, duly adopted _____, 2010, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Unidentified Water Mains (W-65) (called the "Project"). The total costs of the Project are estimated to be one million five hundred thousand dollars ($1,500,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $1,500,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2010.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: Water Distribution Main Replacement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the project expenditure for water main replacement.

Background: This project is included in the ten-year Capital Improvement Program. It provides funding for the replacement of water lines that either leak frequently, or need to be replaced because they are too small to meet current demands. Specific lines to be replaced are identified on an ongoing basis by Water Utilities' staff.

Analysis: Distribution main replacement is essential for maintaining the water system infrastructure. Water main replacement decreases the number of water main breaks, reduces water system maintenance costs and improves customer service.

Financial Considerations: Distribution Main Replacement Program (CIP W-67) has a budget of $2,500,000 in 2010 and will be funded from future revenue bonds and/or Water Utility cash reserves.

Goal Impact: This project will ensure efficient infrastructure by providing reliable water service to the Water Utility customers.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the expenditures for 2010; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachments: Resolution
Notice of Intent

RESOLUTION NO. 10-005

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $2,500,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

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

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Distribution Main Replacement Program (W-67) (the "Project"). The total costs of the Project are estimated to be two million five hundred thousand dollars ($2,500,000) in 2010 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed two million five hundred thousand dollars ($2,500,000) in 2010, exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special

election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on January 5, 2010.

(Seal)

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

OCA: 636230

Published in the Wichita Eagle on January 8, 2010

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $2,500,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 10-005, duly adopted January 5, 2010, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Distribution Main Replacement Program (W-67) (called the "Project"). The total costs of the Project are estimated to be two million five hundred thousand dollars ($2,500,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $2,500,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on January 5, 2010.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

REVISED **Agenda Item No. 17.**

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: Reconstruction and/or Rehabilitation of Sanitary Sewers

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the project expenditure for the reconstruction and/or rehabilitation of sanitary sewers.

Background: The Sewer Maintenance Division of the Water Utility maintains the sanitary sewer system. Preventive maintenance includes the use of closed circuit cameras in evaluating the old sewer lines. Sewer lines that are found to be in the poorest condition are then scheduled for either reconstruction or rehabilitation.

Analysis: The reconstruction and rehabilitation of sanitary sewers helps to eliminate stoppages, backups and failures. Additionally, these projects help to reduce inflow and infiltration into the system. Costs for maintenance are thereby reduced, as well as the inconvenience to customers. **Examples of areas that may be targeted in 2010 include:**

1. **Westlink, north of Central and west of Tyler**
2. **Sleepy Hollow, east of Wesley Hospital**
3. **Planeview**
4. **Kellogg and Oliver area**
5. **13th and Woodlawn area**
6. **65 manholes on a large diameter main that are in need of repair.**

As additional discoveries are made throughout the year, the list is continually re-evaluated and the monies are allocated to the areas and projects most in need of repair.

Financial Considerations: Capital Improvement Program, Reconstruction of Old Sanitary Sewers (CIP S-4), has a budget of $1,500,000 in 2010 and will be funded from future revenue bonds and/or Sewer Utility cash reserves.

Goal Impact: This project addresses ensuring efficient infrastructure by providing reliable sewer service to the Sewer Utility customers.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the project expenditures for 2010; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachments: Resolution
Notice of Intent

RESOLUTION NO. 10-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,500,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

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

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Reconstruction of Old Sanitary Sewers (S-4) (the "Project"). The total costs of the Project are estimated to be one million five hundred thousand dollars ($1,500,000) in 2010 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million five hundred thousand dollars ($1,500,000) in 2010, exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body

shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2010.

(Seal)

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

OCA: 620551

(Published in the Wichita Eagle, on _____, 2010.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,500,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 10-_____, duly adopted _____, 2010, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Reconstruction of old Sanitary Sewers (S-4) (called the "Project"). The total costs of the Project are estimated to be one million five hundred thousand dollars ($1,500,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $1,500,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2010.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

REVISED **Agenda Item No. XII-18.**

City of Wichita
City Council Meeting
January 5, 2010

TO: Mayor and City Council

SUBJECT: Sanitary Sewer Mains for Future Development

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the project expenditure for future sewer mains.

Background: This project is included in the ten-year Capital Improvement Program as sanitary sewer extensions to serve future developments, newly annexed areas and to provide for the City's share of costs to construct new sanitary sewer mains to serve existing areas without sewer service. These funds are used to plan, model, design, construct and/or relocate sanitary sewers for future growth.

Analysis: The Sewer Master Plan ~~indicates~~ **is indicative of** future needs to expand the sanitary sewer service area **and this CIP supports the master plan**. ~~This project is in support of the City of Wichita Sewer Master Plan.~~ **It is, however, more of a reactive CIP project in that funds are used in response to, and dictated by, requests for new development; thus no specific locations have been identified at this time.**

Financial Considerations: Capital Improvement Program, Mains for Future Development (CIP S-5), has a budget of $2,500,000 in 2010 and will be funded from future revenue bonds and/or Sewer Utility cash reserves.

Goal Impact: This project addresses ensuring efficient infrastructure by providing reliable sewer service to the Sewer Utility customers.

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

Recommendations/Actions: It is recommended that the City Council: 1) approve the project expenditures for 2010; 2) adopt the Resolution; and 3) authorize the necessary signatures.

Attachments: Resolution
Notice of Intent

RESOLUTION NO. 10-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $2,500,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

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

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Mains for Future Development (S-5) (the "Project"). The total costs of the Project are estimated to be two million five hundred thousand dollars ($2,500,000) in 2010 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

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the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2010.

(Seal)

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

OCA: 622114

(Published in the Wichita Eagle, on _____, 2010.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $2,500,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 10-_____, duly adopted _____, 2010, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Mains for Future Development (S-5) (called the "Project"). The total costs of the Project are estimated to be two million five hundred thousand dollars ($2,500,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $2,500,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

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BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2010.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

Second Reading Ordinances for January 05, 2009 (first read on December 22, 2009)

ZON2009 00034 – City zone change from NO Neighborhood Office ("NO"), MF-29 Multi-Family Residential ("MF") and Limited Commercial ("LC") to GO General Office ("GO"); generally located south of 21st Street North and west of Erie Avenue.

ORDINANCE NO. 48-587

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.