

OCTOBER 24 2006 AGENDA REPORTS

Agenda Item No. 4a.

City of Wichita
City Council Meeting
October 24, 2006
Agenda Report No. 06-1059

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for street closures.

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

Analysis: The following street closure request has been submitted:

Turkey Trot, Saturday November 18, 2006 8:00 am until 10:00 am, Sim Park

§ Sim Park Drive West entrance of Cowtown

§ Amidon, Murdock to West entrance of Cowtown

§ Amidon, Murdock to 12th Street North, one lane.

Please see attached maps.

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

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

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

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

Agenda Item No. 6a.

City of Wichita
City Council Meeting
October 24, 2006

Agenda Report No. 06-1060

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Executive at Whitetail 2nd Addition (south of 13th, east of K-96 Expressway) (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowner, Dinning-Beard Investment Group, LLC, has submitted an Agreement to respread special assessments within Executive at Whitetail 2nd Addition.

Analysis: The land was originally included in a number of improvement districts for several public improvement projects. The purpose of the Agreement is to respread special assessments to more fairly distribute the cost of the improvements.

Financial Considerations: There is no cost to the City.

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

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

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

Attachments: One original and 14 copies of the Respread Agreement.

Agenda Item No. 7a.

City of Wichita
City Council Meeting
October 24, 2006

Agenda Report No. 06-1061

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Stonebridge Addition (north of 13th, west of 159th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the sanitary sewer improvements in Stonebridge Addition on August 22, 2006.

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

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$62,800 and will be paid by special assessments.

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

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

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

STONEBRIDGE ADDITION

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

WITNESSETH: That

WHEREAS, the CITY intends to construct;

MAIN 19, FOUR MILE CREEK SEWER serving Lots 1 through 23, Block A; Lots 1 through 29, Block B; Lots 1 through 32, Block C; Lots 1 through 38, Block D; Lots 1 through 18, Block E; Lots 1 through 22, Block F, Stonebridge Addition (north of 13th, west of 159th Street East) (Project No. 468 84127).

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

I. SCOPE OF SERVICES

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

II. IN ADDITION, THE ENGINEER AGREES

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

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

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

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

III. THE CITY AGREES:

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

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

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

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

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

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

IV. PAYMENT PROVISIONS

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

Project No. 468 84127 \$62,800.00

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

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

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

V. THE PARTIES HERETO MUTUALLY AGREE:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as

of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

“EXHIBIT “A

SCOPE OF SERVICES

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

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

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

A. PHASE I - PLAN DEVELOPMENT

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

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

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

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

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

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

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

a. Plan Development for the sewer improvements by November 20, 2006.
(Project No. 468 84127).

Agenda Item No. 7b.

City of Wichita
City Council Meeting
October 24, 2006

Agenda Report No. 06-1062

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Gouverneur & Osie Circle south of Harry (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the paving improvements to Gouverneur & Osie Circle on August 1, 2006.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the de-sign of the paving improvements to Gouverneur & Osie Circle. The Staff Screening and Selection Committee selected Baughman for the design on September 18, 2006.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$15,800 and will be paid by special assessments.

Goal Impact: This project will address the Efficient Infrastructure goal by providing paving improvements for commercial development.

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

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

GOVERNEOUR & OSIE CIRCLE

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

WITNESSETH: That

WHEREAS, the CITY intends to construct;

GOVERNEOUR from the south line of Harry to the south line of Osie Circle, and OSIE CIRCLE from the east line of Gouverneur to the cul-de-sac. (south of Harry, west of Rock) (Project No. 472 84428).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements to Gouverneur & Osie Circle and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

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

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

by the SCOPE OF SERVICES.

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

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

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

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

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

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

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

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its

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

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

III. THE CITY AGREES:

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

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

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

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

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

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

IV. PAYMENT PROVISIONS

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

Project No. 472 84428 \$15,800.00

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

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

4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

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

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

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

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

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

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

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

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

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

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

GOVERNEOUR from the south line of Harry to the south line of Osie Circle, and
OSIE CIRCLE from the east line of Gouverneour to the cul-de-sac.
(south of Harry, west of Rock)
(Project No. 472 84428)

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

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

A. PHASE I – PLAN DEVELOPMENT

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

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

approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company.

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

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

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

10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.

11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.

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

(a) Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents November 10, 2006.

Agenda Item No. 8a.

CITY OF WICHITA
City Council Meeting
October 24, 2006

Agenda Report No. 06-1063

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 4035 South Meridian for the MacArthur Road Improvement Project, Meridian to Seneca (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

-
Recommendation: Approve the acquisition.

Background: On February 7, 2006, City Council approved a project to improve MacArthur, between Meridian and Seneca. The road will be widened to four lanes with left turn lanes and landscaped medians. The intersection of MacArthur and Meridian will be signalized with left turn lanes at all four approaches to the intersection. A new storm water sewer system will be built. To accommodate the project, right-of-way must be acquired from fifteen tracts of land.

Analysis: This is the third proposed acquisition on this project. The project requires 4,300 square feet along the eastern portion of the parcel for road right-of-way. The take was appraised at \$1,720, or \$0.40 per square foot. The offer included an additional \$3,102 as compensation for damages including, but not limited to, trees. The owner agreed to accept the appraised value of \$4,822.

Financial Considerations: A budget of \$5,500 is requested. This includes \$4,822 for the acquisition, \$678 for closing costs and title insurance. The funding source is General Obligation Bonds and Federal Grants administrated by the Kansas Department of Transportation.

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

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

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

Attachments: Real estate purchase agreement, tract map and aerial.

Agenda Item No. 8b.

CITY OF WICHITA
City Council Meeting
October 24, 2006

Agenda Report No. 06-1064

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Vacant Land for Right-of-Way at the Northeast Corner of 119th and Pawnee Avenue for the Installation of Water Main at Pawnee and 119th Street West (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

-
Recommendation: Approve the acquisition.

Background: On June 8, 2004, City Council approved a project to install a water main at Pawnee and 119th Street West. The project will be completed prior to the road construction project of Pawnee Avenue at 119th Street West to Maize Road.

Analysis: To accommodate the project, public right-of-way must be acquired from a tract in the northeast corner of Pawnee Avenue at 119th Street. The owner had platted a portion of the parcel however; it is necessary to acquire from that part not platted. A 273'x10' strip is necessary along the western portion of the property, north of the platted portion. No improvements are affected by the proposed acquisition. The seller has agreed to convey the 2,735 square foot strip of land for \$4,105, or \$1.50 per square foot.

Financial Considerations: A budget of \$4,755 is requested. This includes \$4,105 for the acquisition, \$650 for closing costs and title insurance. The funding source is Water Utility revenues and reserves.

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

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

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

Attachments: Real Estate Purchase Agreement, Aerial and Tract Map

Agenda Item No. 8c.

CITY OF WICHITA
City Council Meeting
October 24, 2006

Agenda Report No. 06-1065

TO: Mayor and City Council Members

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

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

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

Analysis: To accommodate the project, right-of-way must be acquired from a tract in the northeast corner of Pawnee Avenue at 119th Street. The owner had platted a portion of the parcel however; it is necessary to acquire from that part not platted. A 273'x20' strip is necessary along the southern portion of the property, east of the platted portion. No improvements are affected by the proposed acquisition. The seller has agreed to convey the 4,100 square foot strip of land for \$6,150, or \$1.50 per square foot.

Financial Considerations: A budget of \$6,900 is requested. This includes \$6,150 for the acquisition, \$750 for closing costs and title insurance. The funding source is General Obligation Bonds and Federal Grants administered by the Kansas Department of Transportation.

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

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

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

Attachments: Real Estate Purchase Agreement, Aerial and Tract Map

Agenda Item No. 8d.

CITY OF WICHITA
City Council Meeting
October 24, 2006

Agenda Report No. 06-1066

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1343 North Broadway for the North Broadway and 13th Street Intersection Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

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

Analysis: To accommodate the project, right-of-way must be acquired from eleven tracts of land. This particular acquisition is the second of eleven. It is a 4-foot wide strip of land consisting of 164 square feet. A temporary construction easement of 1,785 square feet is also required. The parcel was appraised at \$7,810 or \$48 per square foot. This amount included \$4,000 for the necessary right-of-way, or \$24 per square foot. \$110 for the temporary construction easement and \$3,700 as proximity damages, damages to the driveway and the loss of trees. The owner has agreed to sell that part of the property at its appraised value of \$7,810.

Financial Considerations: A budget of \$8,560 is requested. This includes \$7,810 for the acquisition, \$750.00 for closing costs and title insurance. The funding source is General Obligation Bonds and Federal Grants administrated by the Kansas Department of Transportation.

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

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

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

Attachments: Real estate purchase agreement, tract map and aerial.

Agenda Item No. 9.

City of Wichita
City Council Meeting
October 24, 2006

Agenda Report No. 06-1067

TO: Mayor and City Council
SUBJECT: Purchase Option (Feist Publications, Inc.) (District II)
INITIATED BY: City Manager's Office
AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: On September 18, 2001, the City Council approved the issuance of \$4.7 million in Industrial Revenue Bonds, Series IX, 2001 to finance facilities to be leased to BRIC Development, L.L.C. for the benefit of the Feist Corporate Center Project. Bond proceeds were used for the purpose of financing the cost of acquiring, constructing and equipping a two-story corporate headquarter office building located at 3020 N. Cypress in northeast Wichita. The Bonds are secured, in part, by a Lease Agreement with BRIC Redevelopment, L.L.C. ("Tenant").

Under the provisions of the Lease Agreement the Tenant has the option, if all outstanding bonds and Trustee Fees have been paid, to purchase the facility from the City of Wichita for the sum of \$1,000. The City received notice from the Tenant of the company's intention to exercise its purchase option on or before November 1, 2006. By the same correspondence, the tenant also gave notice of its desire to call and redeem the Bonds.

Analysis: Under the terms of the Lease, the City is required to convey its interest in the property securing the IRB issue to the Tenant, once the Tenant has paid the purchase price and other considerations as listed under the provisions of the Lease Agreement, including the payment of all outstanding bonds. The Series IX, 2001 Bonds will be paid by on or before November 1, 2006. The City has received Trustee certification that the Bonds will be called for prepayment prior to maturity on November 1, 2006, and it will be appropriate for the City to deliver the instruments needed to deed the bond-financed property back to BRIC Redevelopment and terminate the IRB lease. The City has already received payment of the \$1,000 purchase option price.

Financial Considerations: The purchase price is \$1,000 and other considerations as listed under the provision of the Lease Agreement to redeem and retire all outstanding bonds. This price includes without limitations, principal, interest, redemption premium, and all other expenses of redemption, and trustee fees, but after the deduction of any amounts described and provided for

in the Lease Agreement and available for such redemption.

Goal Impact: Economic Vitality and Quality of Life. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City is contractually bound to convey the IRB Project property to the Tenant by special warranty deed, once all the conditions established in the Lease have been met. The City Attorney's Office has approved the form of the attached Resolution to authorize the execution of the Special Warranty Deed and the Termination of Lease Agreement (each in substantially the form attached to the Resolution), and the delivery of such documents following satisfaction of applicable conditions.

Recommendations/Actions: Adopt the Resolution authorizing the call and redemption of the Bonds approving the Special Warranty Deed, and the Termination of Lease Agreement, and authorize necessary signatures.

Attachments: Resolution, Special Warranty Deed, and Termination of Lease Agreement.

EXHIBIT A SPECIAL WARRANTY DEED

THIS INDENTURE, made on this _____ of November, 2006, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantor"), and BRIC Development, L.L.C., a Kansas limited liability company (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the real property situated in Sedgwick County, Kansas, specifically described as Lot 10, Block 2, Mediterranean Plaza, an addition to Wichita, Sedgwick County, Kansas.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and

interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same unto Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of November, 2006.

CITY OF WICHITA, KANSAS

By: _____
Carlos Mayans, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk
ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of November, 2006, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carlos Mayans, Mayor, and Karen Sublett, City Clerk, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita Kansas, as the free act of such City.

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

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

**EXHIBIT B
TERMINATION OF LEASE AGREEMENT**

This TERMINATION OF LEASE AGREEMENT (the "Agreement") is made by and between the City of Wichita, Kansas, a municipal corporation, of Sedgwick County, Kansas (the "City"), and BRIC Development, L.L.C., a limited liability company (the "Tenant"). Unless a definition is otherwise provided in this Agreement, the capitalized terms used in this Agreement shall have the same meanings ascribed to them in the Lease as defined below.

WITNESSETH

WHEREAS, the City has previously issued its Industrial Revenue Bonds, Series IX, 2001 (the "Bonds"), in the aggregate original principal amount of \$4,700,000, in connection with the acquisition of the land described in Schedule I hereto (the "Land"), and the construction thereon of the improvements (said Land and Improvements being hereinafter referred to together as the "Project"); and

WHEREAS, the Bonds were issued pursuant to Ordinance No. 45-053 passed and approved by the governing body of the City on September 25, 2001 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the "Landlord"), and BRIC Development, L.L.C. as lessee (the "Tenant"), entered into a Lease Agreement dated as of September 1, 2001 (the "Lease"); a notice of which was filed of record at Film 2291, Page 1559 in the records of the Sedgwick County Register of Deeds; and

WHEREAS, the Tenant will pay in full, on or before November 1, 2006, all of the outstanding Bonds pursuant to terms of the Ordinance; and

WHEREAS, concurrently upon the payment in full of all of the Bonds, the Tenant requests that the City convey title to the Project to BRIC Development, L.L.C., following such payment and the payment of the sum of \$1000 and all other payments required by Section 16.1 and 16.2 of the Lease;

NOW, THEREFORE, THE CITY DOES HEREBY STATE AND DECLARE that as of the date of delivery hereof the Lease and the Notice thereof shall terminate and be of no further force

and effect. The real property located in Sedgwick County, Kansas, affected by the Lease and this Termination of Lease is described in Schedule I attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties named above have caused this Termination of Lease to be duly executed in their respective names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, as of

_____.

CITY OF WICHITA, KANSAS

By _____

Carlos Mayans, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)

) ss:

SEDGWICK COUNTY)

On this _____ day of _____, 2006, before me, the undersigned, a Notary Public in and for said State, came Carlos Mayans and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, and said Mayor and City Clerk acknowledged that they executed the foregoing instrument in writing as the free act and deed of said City.

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

Notary Public

[SEAL]

My Appointment Expires:

BRIC Development, L.L.C.

By _____
R. Patrick Ayars, Manager

ACKNOWLEDGMENT

STATE OF KANSAS)

) ss:

SEDGWICK COUNTY)

On this _____ day of _____, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared R. Patrick Ayars, to me personally known, who, being by me duly sworn, did say that he is Manager of said Company and had signed the foregoing instrument in writing on behalf of said Company as the free act and deed of said Company.

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

Notary Public

[SEAL]

My Appointment Expires:

FEIST CORPORATE CENTER PROJECT

SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND INTRUST BANK, N.A., WICHITA, KANSAS, AS TRUSTEE, DATED AS OF SEPTEMBER 1, 2001 AND TO THE LEASE DATED AS OF SEPTEMBER 1, 2001 BY AND BETWEEN SAID CITY AND BRIC DEVELOPMENT, L.L.C. AND TO THE ASSIGNMENT OF RENTS AND LEASES DATED SEPTEMBER 1, 2001 BY AND BETWEEN SAID BANK AND BRIC DEVELOPMENT, L.L.C.

PROPERTY SUBJECT TO LEASE

(a) The following described real property located in Sedgwick County, Kansas, to wit:

Lot 10, Block 2, Mediterranean Plaza, an addition to Wichita, Sedgwick County, Kansas.

(b) THE IMPROVEMENTS: All buildings, improvements, machinery and equipment now or hereafter purchased, constructed, located or installed on the Land and paid for with 2001 Bond Proceeds pursuant to said Lease, constituting the "Improvements" as referred to in said Lease and said Indenture, constituting the "Improvement" as referred to in said Lease and said Indenture, and more specifically described as

A 46,150 square-foot commercial building and parking facilities for 272 automobiles.

The property described in paragraphs (a) and (b) of this Schedule I, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 10.1 and 11.1 of the Lease, constitute the "Project" as referred to in both the Lease and the Indenture.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO CALL ALL REMAINING REVENUE BONDS AND TO CONVEY CERTAIN REAL PROPERTY TO BRIC DEVELOPMENT, L.L.C., AND PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Wichita, Kansas (the "City") has previously issued its Industrial Revenue Bonds, Series IX, 2001 (the "Bonds"), in the aggregate original principal amount of \$4,700,000, in connection with the acquisition of the real property described in Schedule I hereto (the "Project Site"), and the construction and equipping thereon of a commercial project, including buildings and improvements (the "Project Facilities") (said Project Site and Project Facilities being hereinafter referred to together as the "Project"); and

WHEREAS, the Bonds were issued pursuant to Ordinance No. 45-053 passed and approved by the governing body of the City on September 25, 2001 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor, and BRIC Development, L.L.C., as lessee (the "Tenant"), entered into a Lease Agreement dated as of September 1, 2001 (the "Lease"); and

WHEREAS, the Tenant has requested to call and redeem all of the outstanding Bonds on November 1, 2006 pursuant to terms of the Ordinance and Indenture; and

WHEREAS, concurrently upon payment in full of all of the Bonds, BRIC Development, L.L.C. has requested that the City convey title to the Project to BRIC Development, L.L.C. following such payment and the payment of the sum of \$1000, and all other payments required by Sections 16.1 and 16.2 of the Lease; and

WHEREAS, the City desires to convey said Project to the Tenant upon satisfaction of the conditions specified herein.

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

Section 1. The City hereby consents to the proposed call and redemption, and ratifies the September 29, 2006 notice and instructions to the Bond Trustee issued by BRIC Development, LLC, calling for the early redemption and payment of all remaining 2001 Bonds on November 1, 2006.

Section 2. The conveyance by the City of its interest in and to the real property described in Schedule I attached hereto and incorporated herein by reference (with such technical changes in such description as may be necessary to correct or update it) is hereby approved, upon the terms and conditions set forth herein.

Section 3. The City hereby authorizes and approves the Special Warranty Deed, attached hereto as Exhibit A, and the Termination of Lease Agreement, attached hereto as Exhibit B in substantially the forms presented to and reviewed by the governing body of the City at this

meeting and attached to this Resolution (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 4. The Mayor is hereby authorized and directed to execute the Special Warranty Deed and the Termination of Lease Agreement, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City.

Section 5. Following the final payment of all outstanding Bonds, the Mayor, City Clerk or other staff of the City are hereby authorized and directed to deliver the Special Warranty Deed and the Termination of Lease Agreement, conditioned upon the payment of (i) any fees due the Paying Agent; (ii) any other payments required by Sections 16.1 and 16.2 of the Lease; and, (iii) \$1000, as required by the Lease.

Section 6. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project, terminate all interest of the City in the Project and carry out the intent of this Resolution.

ADOPTED by the governing body of the City of Wichita, Kansas, _____.

CITY OF WICHITA, KANSAS

By _____
Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

FEIST CORPORATE CENTER PROJECT

SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND INTRUST BANK, N.A., WICHITA, KANSAS, AS TRUSTEE, DATED AS OF SEPTEMBER 1, 2001 AND TO THE LEASE DATED AS OF SEPTEMBER 1, 2001 BY AND BETWEEN SAID CITY AND BRIC DEVELOPMENT, L.L.C. AND TO THE ASSIGNMENT OF RENTS AND LEASES DATED SEPTEMBER 1, 2001 BY AND BETWEEN SAID BANK AND BRIC DEVELOPMENT, L.L.C.

PROPERTY SUBJECT TO LEASE

(c) The following described real property located in Sedgwick County, Kansas, to wit:

Lot 10, Block 2, Mediterranean Plaza, an addition to Wichita, Sedgwick County, Kansas.

(d) THE IMPROVEMENTS: All buildings, improvements, machinery and equipment now or hereafter purchased, constructed, located or installed on the Land and paid for with 2001 Bond Proceeds pursuant to said Lease, constituting the "Improvements" as referred to in said Lease and said Indenture, constituting the "Improvement" as referred to in said Lease and said Indenture, and more specifically described as

A 46,150 square-foot commercial building and parking facilities for 272 automobiles.

The property described in paragraphs (a) and (b) of this Schedule I, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 10.1 and 11.1 of the Lease, constitute the "Project" as referred to in both the Lease and the Indenture.

Agenda Item No. 10.

City of Wichita
City Council Meeting
October 24, 2006

Agenda Report No. 06-1068

TO: Mayor and City Council Members

SUBJECT: Amending Ordinance: Kellogg/Rock Interchange (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the supplemental funding.

Background: On May 8, 2001, the City Council approved an ordinance with a budget of \$27,210,000 to begin acquisition of right-of-way for the Kellogg/Rock interchange project. On April 2, 2002, the City Council approved an ordinance to increase the budget by \$77,790,000 to complete the right-of-way acquisition and begin the early phases of the construction work. In order to begin the final phase of construction at the Rock Road interchange, \$40,000,000 of the Local Sales Tax budgeted for freeway use is needed. The final phase of construction at the Kellogg & Rock Interchange is ready to bid. An amending Ordinance has been prepared to increase the project budget. Bids for the work are scheduled to be opened November 3, 2006.

Analysis: This is the final project needed to complete Kellogg to Cypress.

Financial Considerations: The existing budget is \$105,000,000 with \$70,348,000 paid by the City and \$34,652,000 paid by Federal and State Funds. The increased budget is \$145,000,000 with \$110,348,000 paid by the City and \$34,652,000 by Federal and State Funds. The funding source for the City share is the Local Sales Tax.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing a safe and efficient transportation system. It addresses the Economic and Affordable Living goal by providing a public improvement, which reduces the cost of transportation. It also improves the air quality of the region whereby the goal of a Safe and Secure Community is met by improving environmental health.

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

Recommendations/Actions: It is recommended that the City Council approve the supplemental funding, place the amending Ordinance on First Reading, and authorize the signing of State/Federal agreements as required.

Attachments: CIP Sheet and Ordinance.

132019

(Published in the Wichita Eagle on _____)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, AMENDING SECTIONS 3 AND 5 OF ORDINANCE NO. 44 971 OF THE CITY, IN ORDER TO RESTATE THE ESTIMATED COST OF IMPROVEMENTS AND THE MANNER OF PAYMENT OF SAID IMPROVEMENTS THEREIN AUTHORIZED.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore on May 15, 2001, adopted Ordinance No. 44 971 of the City, declaring Kellogg (U.S. 54) from Gouverneur to I-135 (KTA), to be a Main Trafficway within the City of Wichita, Kansas, and said Ordinance No. 44 971 was thereafter duly published in the City's official newspaper, as required by law; and

WHEREAS, the City adopted Ordinance No. 44 971 declaring that a public necessity existed for, and that the public safety, service and welfare would be advanced by, the making of certain improvements to said Main Trafficway of the City of Wichita, Kansas; and

WHEREAS, The City hereby finds and determines that the estimated costs of said improvements has changed, and the City desires to restate the costs of said improvements; and

WHEREAS, The City hereby finds and determines it to be necessary to amend said Ordinance No. 44 971 to restate the costs of the improvements;

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

SECTION 1. Section 3 of Ordinance No. 44 971 of the City of Wichita, Kansas, as adopted on May 15, 2001, is amended to read as follows:

"SECTION 3. The total cost of the above described improvements is estimated to be One Hundred Forty-Five Million Dollars (\$145,000,000). The local share is estimated to be One Hundred Ten Million Three Hundred Forty-Eight Thousand Dollars

SECTION 2. Section 5 of Ordinance No. 44-971 of the City of Wichita, Kansas, as adopted on May 15, 2001, is amended to read as follows:

“SECTION 5. The cost to be paid by the City at large shall be all costs of the improvements authorized under the provisions of K.S.A. 12-685 et seq., and any amendments thereto, and all other costs properly attributable to such project. All such costs shall be paid by the City at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose, or by the issuance of general improvement bonds

and/or the issuance of retail sales tax revenue bonds pursuant to K.S.A. 12-195 and/or the issuance of temporary notes pursuant to K.S.A. 10-123 in anticipation of the issuance of general improvement bonds or retail sales tax revenue bonds. The total amount of any bonds and/or notes issued to pay all or a portion of the costs hereunder shall not exceed One Hundred Ten Thousand Three Hundred Forty-Eight Dollars (\$110,348), exclusive of the cost of interest on borrowed money.”

SECTION 3. Section 3 of Ordinance No. 44 971 and Section 5 of Ordinance 44-971 are hereby repealed and declared to be null and void and of no further force and effect. All of the rest and remainder of said Ordinance No. 44 971 is hereby ratified and confirmed in its entirety.

SECTION 4. Ordinance No. 45-294 is hereby repealed.

SECTION 5. This Ordinance shall take effect and be in force from and after its passage and approval by the Governing Body and publication in the official newspaper of the City.

ADOPTED at Wichita, Kansas, .

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Agenda Item No. 11.

City of Wichita
City Council Meeting
October 24, 2006
Agenda Report No. 06-1069

TO: Mayor and City Council

SUBJECT: Revision of Purchase of Service Agreement with Kansas
Department of Social and Rehabilitation Services (SRS)

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve revised SRS Provider Agreement.

Background: In March 2004, the City of Wichita entered into a purchase of service agreement with the Kansas Department of Social and Rehabilitation Services (SRS) for the City's Career Development Office (CDO) to provide employment preparation and job placement services to welfare recipients. The federal Deficit Reduction of Act of 2005, which went into effect October 1, 2006, requires increased participation and more restrictive activities for the recipients. The CDO staff has negotiated an agreement revision to meet the new federal requirements.

Analysis: The CDO continues to exceed its contractual goals, with a 65% placement rate, a 90% job retention rate, and an hourly wage of \$8.02. Since March 2004, over 500 individuals have been employed through the efforts of the CDO.

Financial Considerations: The revised agreement amount for 2006-07 is \$661,000, a 17.6% increase over the 2005-06 agreement, which will cover the expenses of the CDO to provide services to welfare recipients of Sedgwick County. No general fund monies are obligated.

Goal Impact: The CDO in its fulfillment of the agreement will promote economic vitality and affordable living in Sedgwick County by sustaining the affordable living of the SRS clients it serves.

Legal Considerations: The Law Office has reviewed and approved the revisions to the provider agreement.

Recommendation/Actions: It is recommended that the City Council approve the revised SRS Provider Agreement and authorize the necessary signatures.

Attachments: Revised SRS Provider Agreement

Agenda Item No. 11a.

City of Wichita
City Council Meeting
October 24, 2006

Agenda Report No. 06-1076

TO: Mayor and City Council

SUBJECT: 2006 Funding for Environmental Maintenance Activities,
(All Districts)

INITIATED BY: Environmental Services

AGENDA: Consent

Recommendations: Approve the budget transfer and reallocation of unexpended salary funds from the Environmental Services 2006 Budget to help Environmental Maintenance personnel continue their administrative, abatement, and inspection efforts to address blighted and abandoned properties throughout the city.

Background: Environmental Services (ES) has experienced a significant increase in the number of environmental maintenance (EVM) cases being worked by inspectors in 2006 that total 12,206 cases to date in comparison to 10,023 cases in 2005 during this same time period. The 2,183 increase in environmental cases either initiated by a citizen inquiry or self-initiated by staff can be contributed to the City Council and staff embracing the StopBlight Initiative. With the increased public awareness of this initiative, there has been an increased demand for the city to respond at a rate that has exceeded staff and funding resources to address the number of cases through the nuisance abatement in a timely manner.

EVM has approximately \$5,000 remaining from its 2006 nuisance abatement budget of \$168,890 and will run out funding at the end of October. When the money has been exhausted, properties that require abatement will not be cleaned up until January when the 2007 Budget becomes available. ES has currently identified over 90 properties that need to be abated this year if the additional funds were to be reallocated. If ES waits until January to cleanup these properties, a large portion of next years nuisance abatement budget will be used up early in 2007 and this will likely leave the last quarter of 2007 without funding. At an average cost of \$660 dollars to cleanup each property, ES is requesting funding of \$65,000 for lot cleanup. In addition, ES is also requesting funding of \$12,000 to be used for temporary personnel to continue performing daily routine inspections to reduce case backlog for full time staff and allow them to focus more on improving the level of service and developing a streamlined process that is more effective and efficient improvement over what had been used in the past. The total budget transfer request for both activities is \$77,000, which would be sufficient enough to continue the city's effort to address blighted properties for the remainder of the year.

Analysis: ES staff has worked closely with the Finance Department in analyzing the nuisance abatement budget trends for the past few years and recognized the need to be more proactive in dealing with current caseload of blighted properties this year. By not waiting until the new budget year to address this issue and avoid the trend of exhausting resources as done in previous budget years, staff can continue its proactive measures in dealing with blighted issues more consistently than in the past. Working closely with the Finance Department, ES staff has identified unexpended salary savings due to recent retirements of upper level ES management staff. As a result, several staff positions were vacant for a time and have been filled from within the department and salary savings were generated. ES would like to utilize the identified funds to continue our efforts in addressing the blighted properties throughout the city in a timely manner.

Goal Impact: This budget transfer request supports the goal of Core Area and Vibrant Neighborhoods by continuing nuisance abatement services for 2006 cases that are detrimental to Wichita neighborhoods, by continuing to provide for nuisance inspections and abatements through process improvements for the ES Department to effectively administer.

Financial Considerations: This action will provide for continued nuisance abatement through 2006 thereby reducing the impact on the 2007 Environmental Maintenance Budget. Utilizing the unexpended personal savings from retirements and employee transfers, identified funding is available complete this request. Upon the City Council's approval, a budget adjustment is necessary to complete this budget transfer request from personal services to contractual line items.

Legal Considerations: None.

Recommendation/Actions: It is recommended that this budget transfer and adjustments be approved and authorize the required signatures for transferring unexpended salary savings from Environmental Services budget to Environmental Maintenance Budget to be used for the cleanup of 2006 identified blighted properties.

Agenda Item No. 13.

City of Wichita
City Council Meeting
October 24, 2006

Agenda Report No. 06-1070

TO: Mayor and City Council Members

SUBJECT: SUB 2005-86 -- Plat of Northgate Addition, located north of 53rd Street North and on the west side of Meridian. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-1)

The negative vote reflected a Commissioner's concern regarding approval of the drainage plan.

Background: This site, consisting of 271 lots on 139.99 acres, has recently been annexed into Wichita's city limits. The site is zoned "SF-5" Single-Family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water, paving and drainage improvements. Restrictive Covenants have been provided to: 1) establish a lot owner's association to provide for the ownership and maintenance of the proposed reserves; and 2) provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street. A Temporary Drainage Easement has also been submitted.

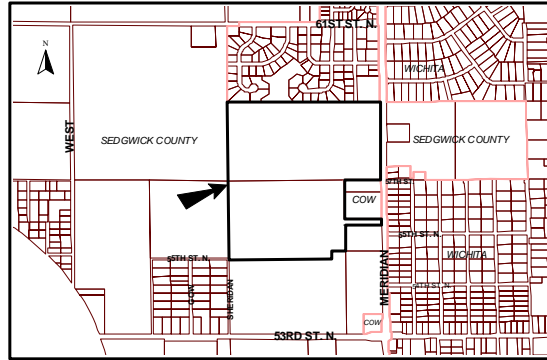
This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within thirty (30) days.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Restrictive Covenants and Temporary Drainage Easement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolution



Agenda Item No. 14.

City of Wichita
City Council Meeting
October 24, 2006

Agenda Report No. 06-1071

TO: Mayor and City Council Members

SUBJECT: SUB 2006-33 -- Plat of Clifton Heights Commercial 2nd Addition, located on the north side of 55th Street South and west of Oliver. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of one lot on 3.04 acres, has recently been annexed into Wichita's city limits. The site has been approved for a zone change (ZON 2005-59) from "SF-20" Single-Family Residential District to "GC" General Commercial District. A Protective Overlay (P-O #168) was also approved for this site addressing uses, outside storage and building height. A Notice of Protective Overlay has been submitted.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer and water improvements. A Restrictive Covenant has been submitted to establish a lot owner's association to provide for the ownership and maintenance of the proposed reserves. This site is located within the noise impact areas of McConnell Air Force Base; therefore, an Avigational Easement and a Restrictive Covenant has been submitted to assure that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within thirty (30) days. Publication of the Ordinance should be withheld until the plat has been recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Protective Overlay, Certificate of Petitions, Avigational Easement and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions and approve first reading of the Ordinance.

OCA150006 BID 37529-009 CID #76383

Published in The Wichita Eagle on _____

ORDINANCE NO. _____

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

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

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

Case No. ZON 2005-59

Zone change request from "SF-20" Single-Family Residential District to "GC" Limited Commercial District and to P-O #168 - Protective Overlay District, described as:

Lot 1, Block A, Clifton Heights Commercial 2nd Addition, Wichita, Sedgwick County, Kansas.

Generally located on the north side of 55th Street South and west of Oliver.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY #168 AS FOLLOWS:

(1) Prohibited uses included all residential uses, group residences, assisted living, bed and breakfast inns, hotels/motels, recreational vehicle campgrounds, churches and places of worship, auditorium or stadium, community assembly that would attract more than 25 spectators/participants per acre at any time, recreation and entertainment indoor or outdoor that would attract more than 25 spectators/participants per acre at any time, public and private schools (all levels) or libraries, day care centers, hospitals, convalescent care, retail food stores of more than 3,000 square-feet, adult entertainment establishments, sexually oriented businesses,

private club, tavern and drinking establishments, correctional placement residence, correctional facilities and an asphalt/concrete plant.

(2) Maximum height for all buildings of 45-feet; this does not over ride the compatibility height standards.

(3) If development on the site involves uses that have outdoor storage or extensive outdoor display a landscape and screening plan shall be submitted to the Planning Director for review and approval.

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

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

ADOPTED this _____ day of _____ 2006.

ATTEST:

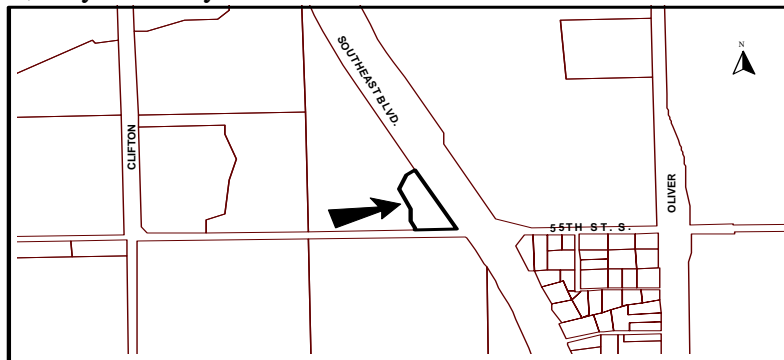
Karen Sublett, City Clerk

Carlos Mayans, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney



Agenda Item No. 15.

City of Wichita
City Council Meeting
October 24, 2006

Agenda Report No. 06-1072

TO: Mayor and City Council

SUBJECT: ZON2006-34 (Associated with CON2006-37) Zone change from SF-5 Single-family Residential to GI General Industrial and a Conditional Use for hazardous operations. Generally located north of 111th Street South and one-half mile west of 327th Street West. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (consent)

MAPC Recommendation: Approve zone change and conditional use subject to conditions

Staff Recommendation: Approve subject to staff recommendations (12-0).

Background: The applicant is requesting a zone change from “SF-5” Single-family Residential to “GI” General Industrial and a conditional use for hazardous operations on a 60.95-acre tract for a municipal safety operation. The site is located North of 111th Street South and one-half mile west of 327th Street West. The property was zoned “RR” Rural Residential prior to annexation, but upon annexation, it was converted to the SF-5 zoning district.

The conditional use plan shows explosive ordnance disposal sites surrounded by earthen berms. The conditional use is located within a larger tract of 616 acres owned by the City of Wichita. It is accessed by a private gravel drive from 111th Street South.

The surrounding area is very sparsely settled and all zoned RR. Only three farmsteads are located within the one-mile radius of the site. The farmsteads are located east of the site at a distance of approximately one-fourth mile, three-fourths mile and seven-eighths mile respectively.

Analysis: At the MAPC meeting held September 21, 2006, no citizens were present concerning the request. MAPC voted (12-0) to approve the zone change to GI General Industrial and the conditional use subject to the following conditions:

1. The subject property shall be developed in general conformance with the approved site plan.

2. Construction of improvements shall be commenced within one year of approval by the appropriate governing body.
3. The site shall be developed and operated in compliance with all government requirements/permits for the use.
4. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

Financial Considerations: None

Goal Impact: Promote Economic Vitality and Affordable Living

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

Recommendations/Actions:

1. Adopt the findings of the MAPC and approve the zone change and approve the Conditional Use for hazardous materials subject to the recommended conditions; place the ordinance establishing the zone change on first reading and approve the resolution; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a 2/3-majority vote of the membership of the governing body on the first consideration.)

Agenda Item No. 16.

City of Wichita
City Council Meeting
October 24, 2006

Agenda Report No. 06-1073

TO: Mayor and City Council

SUBJECT: ZON2006-00035 – Zone change from “B” Multi-family Residential to “LC” Limited Commercial. Generally located northwest and southeast of the Market and Pine Street intersection. (District VI)

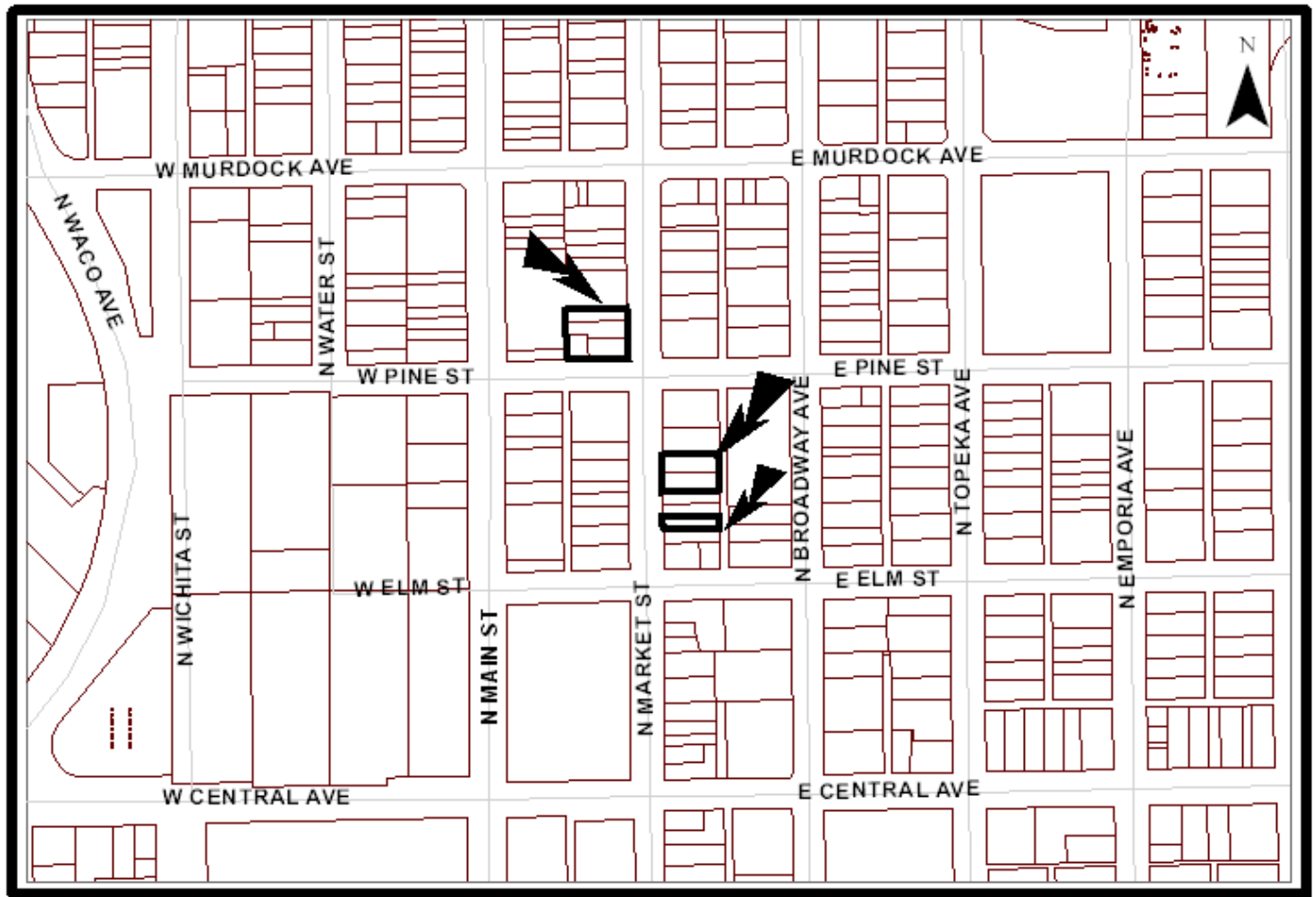
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, unanimously.

MAPD Staff Recommendations: Approve.

DAB Recommendations: Approve (see attached).



Background: The applicants' request "LC" Limited Commercial zoning on Lots 36, 42, 44 and 46 and Lots 57-63, all in Munger's Original Town Addition. These lots are all zoned "B" Multi-family Residential. The lots located southeast of the Pine and Market Street intersection are vacant with the exception of a single-story five-plex that was built 1939. The lots located on the northwest side of the intersection are developed as surface parking. The rezoning would continue a trend of nonresidential zoning and office development, with their surface parking replacing much older multi-family development and zoning in the area.

Properties located southeast of this intersection are zoned "LC", "B" and "GC" General Commercial. On either side of Market, south of Pine, the "LC" zoned properties (most prevalent zoning) are developed as surface parking and a 1-story office. This is the Utility Contractors office that was built in 1971. The "B" zoned properties are developed as surface parking, the existing five-plex and vacant, undeveloped lots. When the five-plex is removed, both sides of Market between Pine and Elm will be developed as surface parking, except for the previously mentioned Utility Contractors office. The adjacent (east, across a paved alley) "GC" zoned properties' are developed as a multi-story apartment (the Commodore, 1929), 1-3 story office (1985), surface parking and single-story retail (1960s).

The surface parking lots located on the northwest corner of the intersection are zoned as “LC”, “B” and “GC” General Commercial. On either side of Market, north of Pine, the “GC” zoned properties (most prevalent zoning) are developed as surface parking, the single-story Wichita Area Builders Association (WABA) office (2001), a single-story office (1975), the adjacent, currently under construction 2-3 story Sedgwick County Public Safety Center and a four-plex (1920). The “B” zoned properties are developed as two-story apartments (1900, 1938 & 1938) and a surface parking lot. The “LC” zoned property is developed as a single-story office, built in 1972.

The Comprehensive Plan’s 2030 Wichita Functional Land Use Guide Map indicates the appropriate type of development for the subject lots as “Urban Residential”. The “Urban Residential” category reflects the full diversity of residential development densities and types typically found in a large urban municipality. The subject lots abut property identified as “Local Commercial” and “Employment/Industry Center” and are adjacent to a large area identified as “Major Institutional”, which is anchored by the City’s and County’s main administration buildings. There are also larger older churches in this area. The subject lots area is in the ‘Center City Neighborhood Plan’, which identifies the subject lots as appropriate for urban residential development, but with a mix of commercial uses. The area’s housing is noted as being of varying conditions with scattered vacancies. The plan identifies the subject lots’ area as an opportunity for redevelopment. Residential redevelopment in the area has not happened as suggested by either the Comprehensive Plan or the Center City Plan. Redevelopment instead has been more office (the 2001 WABA office) and institutional development (Sedgwick County Public Safety Center currently under construction), with their abutting surface parking lots. The Center City Plan expresses concern about surface parking and the appearance of the street corridors, but offers no specific development guidelines. The applicants’ proposed rezoning allows for additional surface parking for the areas predominate nonresidential development.

The required landscaping for street yards per the Landscape Ordinance, screening and landscaping per the Unified Zoning Code, access management and all applicable regulations will be in effect. Both sites are entirely or partially within Historical Environs and are subject to those standards.

Analysis: The Metropolitan Area Planning Commission (MAPC) heard this request at their September 21, 2006 public hearing meeting and unanimously (13-0) recommended approval. No one spoke against the request at the MAPC meeting; staff has received no phone calls protesting the request and no written protest have been submitted. District Advisory Board (DAB) VI reviewed this request at their October 7, 2006 meeting and recommended a deferral until the Historic Midtown Citizens Association reviewed the request. Midtown, at their October 10, 2006 meeting recommended approval (see attached). DAB VI reconsidered the request at their October 18, 2006 meeting and recommended approval (see attached).

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

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

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the zone change; place the ordinance establishing the zone change on first reading; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the members of the governing body on the first hearing.)

Agenda Item No. 17.

City of Wichita
City Council Meeting
October 24, 2006

Agenda Report No. 06-1074

TO: Wichita Airport Authority

SUBJECT: Agreement – Siemens Building Technologies, Inc. (SBT)

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: The WAA currently has an Agreement with Siemens Building Technologies to maintain security monitoring equipment on Wichita Mid-Continent Airport. The term of the agreement is through September 30, 2006.

Analysis: Requests for Proposals were received by the City Purchasing Manager on September 14, 2006 for the provision of these services for a two-year term. Siemens Building Technologies was the only company who responded to the proposal. Services to be provided include maintenance of the security equipment required for overall airport security.

Financial Considerations: The agreement is for a two-year term commencing October 1, 2006, with three one-year options. Cost for providing the services is \$82,000 per year.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which maintain systems designed to protect the security of the airport and its users.

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

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

Attachments: Two original signature copies and 12 distribution copies of the agreement.

SIEMENS Building Technologies

Technical Support
Program
Agreement

Between
Siemens Building Technologies, Inc.
740 Gilda
Wichita, Kansas 67212
and
Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, Kansas 67209

Siemens Building Technologies, Inc.
740 North Gilda
Wichita, KS 67212

THIS AGREEMENT is made and entered into this October 24, 2006 by and between Siemens Building Technologies, Inc. (hereinafter referred to as SBT) and the Wichita Airport Authority (hereinafter referred to as WAA).

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

WHEREAS the term of this agreement shall be for TWO (2) YEARS, commencing October 1, 2006 through September 30, 2008, 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. The agreement is subject to cancellation by the WAA, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to SBT.

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

Maintenance Terms and Conditions

Attachment A (Specifications/Qualifications)

Attachment B (Maintained Equipment)

Attachment C (Technical Support Program)

**SIEMENS BUILDING TECHNOLOGIES, INC. (SBT)
MAINTENANCE TERMS AND CONDITIONS**

1. Acceptance. This Agreement will be binding on Siemens Building Technologies Inc. only if SBT accepts it. Only with SBT's authorization, may the WAA order additional Equipment, and such order shall be through submission by the WAA of SBT's purchase orders (hereinafter referred to as "Purchase Orders"). The provisions of this Agreement will govern the purchase of

any and all such additional Equipment.

2. Taxes and Fees. The WAA will pay when due or reimburse SBT for all taxes and all other governmental charges, assessments, fees and any related interest or penalties imposed with respect to the Equipment or the transactions contemplated by this Agreement with the exception of federal or state income or franchise taxes imposed on SBT.

3. Late Charges. SBT or its Assignee shall invoice the WAA for all charges, in accordance with Attachment F, and payment shall be due Net 30 days after date of invoice. If SBT or any Assignee does not receive any payment within 10 days after its due date, the WAA 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 WAA's obligations to SBT. The WAA shall reimburse SBT for SBT's costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event the WAA disputes any portion or all of an invoice, it shall notify SBT in writing of the amount in dispute and the reason for its disagreement within 21 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 SBT.

4. Maintenance Service. SBT will provide maintenance service for the equipment listed in Attachment B (the "Maintained Equipment") in accordance with the provisions of this Agreement. Maintenance service shall commence October 1, 2006 and have an effective end date of September 30, 2008 (hereinafter referred to as the "Initial Term").

Maintenance service is intended to keep the Maintained Equipment in, or to restore it to, manufacturer's specifications, but does not assure uninterrupted operation of the Maintained Equipment. SBT shall have full and free access to the Maintained Equipment during the hours specified for this Agreement to perform maintenance services. For services rendered at the WAA's request outside of such hours, the WAA will be charged for labor, travel time and expenses at SBT's established rates. SBT shall have sufficient privileges to network and computer resources during all hours to perform maintenance services.

The WAA shall provide, free of charge and with ready access, storage spaces for spare parts, working space, heat, light, ventilation, electric current and outlets for use of SBT's maintenance personnel. The WAA shall maintain site environmental conditions throughout the term of this Agreement in accordance with the specifications established by SBT for the repairs to Maintained Equipment except as specified and approved by SBT in writing. The WAA shall not cause modifications to be made, or accessories, attachments, features or devices to be added to the Maintained Equipment without the prior written approval of SBT. Upon mutual agreement, SBT shall perform modifications to the Maintained Equipment and SBT shall adjust the Maintenance Service Fee accordingly. Such modifications shall be made at a time mutually agreeable to the WAA and SBT. In the event there is a reduction in service of the Maintained Equipment, a reduction in the Maintenance Service Fee will be implemented, upon 30-day written notice to SBT. Subject to SBT's instruction and direction, the WAA shall, at its own expenses and when necessary, perform certain duties and services of a housekeeping nature, such as but not limited to, the replacement of printer ribbons and paper.

EXCLUSIONS: SBT is not responsible for servicing tags, labels, pedestal covers, access cards, printer material or other cabinetry.

The WAA will be charged at SBT's applicable service charges then in effect for service

(including labor, travel charges, parts and materials) requested or required as a result of: (1) reinstallation or relocation of Maintained Equipment; (2) any service calls prompted by systems alarming due to tag proximity (migrating tags); (3) any request by the WAA for changes to Maintained Equipment; (4) accident, disaster, lightning or other acts of God, misuse (including, but not limited to, use of the Maintained Equipment not in accordance with SBT's specifications or operational procedures), neglect, abuse, alterations, adjustments, repairs or maintenance not done by SBT, or by parts, accessories, attachments or other devices not furnished by SBT; (5) failure to continually provide suitable installation environment with all facilities as prescribed by SBT including, but not limited to, adequate space and electrical power; or (6) any causes external to the Maintained Equipment, such as but not limited to, power failure or air-conditioning failure; or (7) any service or support provided in regards to the WAA provided equipment (computers, monitors, printers, network components, network topology, etc.); or (8) any service or support provided in regards to the WAA provided computer operating system(s) or software product(s); or (9) in the event the WAA implemented network privileges or computer privileges cause excess time to be expended during a service request.

Parts removed and taken by SBT shall become the property of SBT. Any Maintenance Aids provided by SBT hereunder, including but not limited to maintenance software, are the property of SBT and are proprietary to it. The WAA agrees to keep confidential and to utilize its best efforts to prevent and protect the contents of these Maintenance Aids or any part thereof, from unauthorized disclosure by its agents, employees or customers. The WAA agrees that it will not make or have copies of any Maintenance Aids or part thereof without the prior written consent of SBT. If, after the initial term of maintenance service, any item of Maintained Equipment is, in SBT's opinion, in need of refurbishment or overhaul, SBT shall submit to the WAA a description of the necessary refurbishment and SBT's charges to the WAA for such refurbishment. If the WAA does not elect to have SBT refurbish such equipment, SBT shall: (1) be relieved of maintenance responsibility for such equipment under the terms of this Agreement, and (2) upon mutual agreement provide maintenance service for such equipment on a time and materials basis in accordance with its published terms, conditions and charges for such services. After the initial term of maintenance service, the WAA, by written amendment to this Agreement, may change the maintenance service provided under this Agreement, to another plan then offered by SBT to its customers for the equipment specified herein. In the event of such change, the published rates and terms then in effect for the maintenance plan selected shall apply. Changes in specifications for the Maintained Equipment may result in an adjustment of the Maintenance Service Fee. Such adjustment will become effective upon expiration of the first year of maintenance service or at the end of any calendar month thereafter, by giving at least thirty (30) days written notice. Rental charges for any special equipment such as fork lifts, man lifts, cherry pickers, etc. required to provide the maintenance service hereunder shall be paid by the WAA as additional charges or the WAA may elect to provide SBT the use of such equipment.

5. Warranty and Allocation of Risks. Except as provided in this Agreement, all Equipment manufactured by SBT or bearing its nameplate is warranted to be free from defects in material and workmanship arising from normal use and service for one year from the earlier of the date installed by SBT 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 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 as to, and shall not apply to, any work (i) repaired, altered or improperly installed by any person other than SBT or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per SBT's or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the work after the WAA has, or should have, knowledge of any defect in the Work; or (iv) product not manufactured, fabricated and assembled by SBT or not bearing SBT's nameplate. SBT assigns to the WAA, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such product and will assist the WAA in enforcement of such assigned warranties. Any claim under the limited warranty granted above must be made in writing to SBT within thirty (30) days after discovery of the claimed defect. Such limited warranty only extends to the WAA and not to any subsequent owner of the work. The WAA's sole and exclusive remedy for any work not conforming with this limited warranty is limited to, at SBT'S option, (i) repair or replacement of defective components of covered Product; or (ii) reperformance 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. SBT shall not be required to repair or replace more than the component(s) of the work actually found to be defective. SBT's warranty liability shall not exceed the purchase price of such item. 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. SBT MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY WORK PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF SBT.

6. Limitation of Liability. IF SBT OR ITS EMPLOYEES OR AGENTS FAIL FOR ANY REASON TO PROVIDE MAINTENANCE SERVICE OR MAKE FAULTY REPAIRS OR ADJUSTMENTS, OR DAMAGE ANY EQUIPMENT, WHETHER OR NOT CAUSED BY NEGLIGENCE, SBT'S SOLE LIABILITY TO WAA WILL BE TO MAKE ANY REPAIR, ADJUSTMENT OR REPLACEMENT NECESSARY TO RETURN SUCH EQUIPMENT TO NORMAL OPERATING ORDER. IN NO EVENT WILL SBT OR ITS EMPLOYEES OR AGENTS BE RESPONSIBLE FOR FAILURE TO PROVIDE SERVICE DUE TO CAUSES BEYOND THEIR CONTROL. NO FAILURE TO PROVIDE MAINTENANCE SERVICE WILL RELEASE WAA FROM ANY OBLIGATIONS. SBT AND ITS EMPLOYEES AND AGENTS WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL OR OTHER DIRECT OR INDIRECT DAMAGES SUFFERED BY CUSTOMER, ANY OF ITS EMPLOYEES, AGENTS OR ANY OTHER PERSON ARISING OUT OF THIS

AGREEMENT, OR OUT OF ANY WORK FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, AND SBT'S AGGREGATE LIABILITY FOR ANY AND ALL LIABILITY CLAIMS SHALL BE LIMITED TO THE LESSER OF \$1,000,000 OR THE TOTAL COMPENSATION RECEIVED BY SBT FROM THE WAA UNDER THIS AGREEMENT. SBT NEITHER ASSUMES NOR AUTHORIZES ANY EMPLOYEE OR AGENT TO ASSUME FOR SBT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT.

7. Indemnity. SBT agrees to indemnify, hold harmless and defend the WAA from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the WAA may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local, state or federal laws, regulations or orders, or any other damages claimed by third parties (collectively, "Damages"), to the extent such Damages are caused directly by the negligence or willful misconduct of SBT in the performance of its obligations under this Agreement. This indemnification represents and shall be the sole indemnification obligation of SBT under the Agreement.

8. Default. The WAA will be in default if, while any Obligations are outstanding, (a) the WAA fails to pay when due any Obligations or any amount due under any other agreement with SBT; (b) the WAA fails to observe or perform any other covenant of this Agreement or any such other agreement and such failure continues for 20 days after written notice thereof to the WAA; (c) the WAA becomes insolvent or makes an assignment for the benefit of creditors, or any insolvency, bankruptcy, reorganization or similar proceedings by or against the WAA are instituted, or a receiver, trustee or liquidator of the WAA or a substantial part of its assets is appointed, with or without the WAA's consent; or (d) the WAA ceases to do business. If the WAA is in default, SBT may, in its sole discretion, without further notice, exercise one or more of the following remedies: (i) declare all unpaid Obligations immediately due and payable; (ii) terminate this Agreement or any applicable purchase order as to any Equipment; (iii) enforce the WAA's performance of the Obligations or recover damages for the breach thereof and (iv) exercise any and all rights and remedies available to SBT under law, including, but not limited to, those of a secured creditor under the Uniform Commercial Code. All remedies of SBT are cumulative and in addition to every other remedy available to SBT, whether now or hereafter existing. SBT's failure at any time to enforce any right or remedy available to it or to require the WAA'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 SBT's right to enforce any such provision thereafter.

9. Work and Ownership Rights. SBT will perform the work expressly described in this Agreement and in any 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. SBT shall perform the work during its local, normal working hours, unless otherwise agreed in this Agreement. SBT 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 scope set forth in this Agreement. Any WAA request to change the scope or the nature of the work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto. As the work is performed, conditions may change or circumstances outside SBT's reasonable control (including changes of law) may develop which requires SBT to expend additional costs, effort or time to complete the Work, in which case SBT will notify the WAA and an equitable adjustment will be made to the compensation and time for performance. In the event conditions or circumstances require work to be suspended or terminated, SBT shall be compensated for Work performed and for costs reasonably incurred in connection with the suspension or termination. SBT 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 WAA 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, SBT 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 and the compensation shall be equitably adjusted to compensate for additional costs SBT incurs due to such circumstances.

All reports and drawings specifically prepared for and deliverable to the WAA pursuant to this Agreement ("Deliverables") shall become the WAA's property upon full payment to SBT. SBT may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SBT are instruments of SBT's work ("Instruments") and shall remain SBT's property. SBT conveys no license to software unless otherwise expressly provided in the Scope. To the extent specified in the scope, the WAA, 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. All Deliverables and Instruments provided to the WAA are for Permitted Users' use only for the purposes disclosed to SBT, and the WAA shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SBT's express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SBT, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SBT; and, in addition to any other rights SBT may have, the WAA shall indemnify, defend and hold SBT harmless from any claims, losses or damages arising therefrom.

10. Confidentiality. Subject to the requirements of the Kansas Open Records Act, the WAA will not disclose or permit disclosure of any information or data related to any of the Equipment without the written consent of SBT or use or permit the use of such information or data to compete with SBT in any manner.

11. Assignment. The WAA acknowledges that SBT may, in its sole and complete discretion, assign the proceeds of this Agreement, and/or grant a security interest in this Agreement, to institutional lenders or others.

12. Additional Agreements of the WAA. The WAA represents and warrants that any site at which the Equipment is to be installed is free of asbestos and any other hazardous or toxic substances. If any such substance exists at any site, SBT will not be required to install or service the Equipment at such site and SBT may arrange, with the WAA's consent, at the WAA's sole expense, for the Equipment to be installed and serviced by persons qualified to handle such substances.

13. Cancellation. The WAA may terminate this Agreement by giving thirty (30) days notice in writing.

14. Governing Law. Venue shall lie, and this Agreement will be governed by and construed in accordance with the laws of the State in which this Agreement is to be performed.

15. Miscellaneous. This Agreement and Attachments A, B and C constitute the entire agreement between SBT and the WAA with respect to their subject matter, and no representation, statement, term or condition not set forth herein will bind SBT. Except with respect to terms set forth in a subsequent WAA purchase order regarding delivery dates, quantities and prices which have been agreed to by SBT, this Agreement will supersede and will not be modified by any such purchase order or any other document without SBT's written agreement. No provision of this Agreement may be changed, waived, discharged or terminated, except by an instrument in writing executed by the party against which enforcement is sought. All notices or other communications must be in writing and will be deemed to have been given when mailed, postage prepaid, by registered or certified mail, addressed to SBT or the WAA, at its address set forth on the face of this Agreement, or such other address as is properly designated by notice. 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 addenda 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.

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 direction of the Wichita the Wichita Airport Authority

By _____
Karen Sublett, City Clerk

By _____
Carlos Mayans, President

“WAA”

By _____
Victor D. White, Director of Airports

ATTEST: SIEMENS BUILDING TECHNOLOGIES

By _____ By _____
“SBT”

APPROVED AS TO FORM: _____ Date: _____
Director of Law

Customer P.O. No.: _____

Specifications for
Computer Controlled Access System
Maintenance Services

Attachment “A”

I. GENERAL

A. The Wichita Airport Authority, hereinafter referred to as the “WAA,” 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 WAA is required to install, operate and maintain an extensive and complex airport security system. The Computer Controlled Access System (including the Computer Controlled Television System), referred to hereinafter as “CCAS” serves this function.

B. In order for the CCAS to operate properly in accordance with TSR Part 1542, it is necessary to perform preventative maintenance, software support and repairs. The WAA enters into this Maintenance Services Agreement for the express purpose to perform, or cause to be performed, routine preventative maintenance, software support and repairs to the airport CCAS, including all hardware and software associated with the system, as set forth in this Specification for Maintenance Services. As a prerequisite, the maintenance service provider, hereinafter referred to as SBT, shall initially demonstrate and continue to maintain the minimum qualifications specified in Section II. SBT 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. The WAA shall reserve the right to approve all third

party contractors associated with the Agreement.

II. MINIMUM QUALIFICATIONS

Prior to contract award SBT 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 WAA. SBT shall meet the following minimum qualifications.

A. Demonstrate a proven satisfactory record of knowledge and work experience with the hardware and software systems described in Section III. Such knowledge and work experience shall include CCure 800 software package, NiceVision digital recorders including video and audio, cross point matrix switching systems, network systems and gate control systems.

B. 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 Specification 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, NiceVision digital recorders, cross point matrix switching systems, network systems and gate control systems.

C. Demonstrate an overall company history of a minimum of ten (10) years in commercial/industrial type computerized security systems maintenance.

D. Demonstrate a proven satisfactory minimum work history of ten (10) 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 Section III. The ten (10) year history must be continuous and reflect work within the past eighteen (18) months.

E. Currently have and maintain a company location, outlet, field office with qualified service representative(s) within one half (1/2) hours driving distance from the Wichita Mid-Continent Airport throughout the term of the Agreement.

F. Identify the telephone number, pager number or other means of contacting SBT twenty-four (24) hours per day.

G. Designate the service representative(s) or technician(s) who will be responsible for the maintenance and repair of the CCAS. These individuals must meet all WAA/TSA security clearance requirements.

H. Have and maintain an authorized Software House distributorship, NiceVision distributorship and American Dynamics distributorship.

I. Provide at least two (2) local service representatives or technicians who have received Software House training, including CCure 800 family based software, and holds a certificate of authorized training from Software House at the System Level.

J. Provide at least one (1) local service representative or technicians who have received NiceVision technical training, including NiceVision Pro family base products, and holds a certificate of authorized training from Nice System.

K. Provide at least one (1) local service representative or technician who has is MCSE certified from Microsoft and A+ certified from an accredited institution.

L. At no additional cost to the WAA, all tools and equipment necessary to perform the services identified in this Specification shall be the responsibility of SBT, with the exception of a “high-reach/bucket truck or man lift” with operator (as required to access some cameras) and “high voltage” trained personal (voltage above 50VAC single or three phase), which shall be provided by the WAA at no cost to SBT.

M. Have immediate access to all parts and components necessary to perform the services identified in this Specification, and in the minimum response times prescribed herein.

III. COVERED EQUIPMENT AND COMPONENTS

A. This Technical Support Program shall include, but is not limited to, the Maintained Equipment listed on Attachment B.

B. If the WAA causes modification to be made, or accessories, attachments, features or devices not covered in III.A. above to be added to equipment being maintained by SBT, then maintenance service shall be supplied thereon upon mutual agreement between the WAA and SBT and the maintenance charges shall be adjusted, accordingly, by SBT. Charges for the maintenance of the additional equipment shall be negotiated between the WAA and SBT for like equipment contained in the contract, or similar industry average price for maintenance of like or similar equipment.

IV. PERFORMANCE CONTRACTOR

A. SBT shall provide an adequate number of trained and qualified staff, and tools, test and reference materials as specified in Section II to perform preventative maintenance (PM), software support and equipment repair to the CCAS. SBT shall maintain an inventory, and have access to all parts and components necessary to perform the services identified in this Specification, and in the minimum response times set forth in this Section.

B. A minimum of one service representative/technician shall be available on a twenty-four (24) hours per day, seven (7) days per week, 365 days per year basis. No more than fourteen (14) calendar days shall elapse between site visits.

C. PREVENTATIVE MAINTENANCE - Perform all required PM on the CCAS equipment and components identified in Section III. "Preventative maintenance" (PM) as defined for the purposes of this Specification, shall include but is not limited to the parts manufacturers recommended testing, cleaning, adjusting, parts replacement, and lubricating which may be required to maintain the system to the highest level of operational readiness and to maximize the useful life of the equipment and components.

1. Prior to execution of the service agreement contract and notice to proceed, and subsequently thereafter on an annual basis, SBT shall submit to the WAA a proposed PM Program which shall include all required or recommended inspections, procedures and schedules for the equipment and components identified in Section III. The PM Program shall be subject to the approval of the WAA, and is reflected on the attached EXHIBIT "G". The WAA approved PM Program shall not be amended, altered or deviated from without the prior approval of the WAA.

2. Notwithstanding subsections 1. above, SBT shall perform PM, on site, a minimum of two (2) days (at least eight (8) hours per day) per month. The two (2) days of PM will include six (6) hours each day visiting, inspecting, cleaning, adjusting, servicing, and repairing equipment, and two (2) hours each day evaluating the overall operation of the system and software to include, at the discretion of the WAA, reviewing the operation of the system with WAA staff. PM work days shall be scheduled in accordance with the WAA approved PM Program unless otherwise approved by the WAA. All PM Program work shall be performed during regular business days, no weekend PM, unless prior authorization is received from the WAA. If SBT is responding to a call for equipment repair, scheduled PM may be performed concurrently with the equipment repair.

D. SOFTWARE SUPPORT/MAINTENANCE - SBT shall have access to telephone support to Software House Technical Support Group during "regular support hours," as well as software update services.

1. If the WAA reports a problem to SBT during "regular support hours which may or may not require interaction with the manufacturer, but the problem is not remedied until after "regular support hours," the time will be on "regular support hours" coverage. After normal hours and during holidays and weekends, SBT may be contacted under the terms contained in this section.

2. Software updates will be provided, serviced and installed by SBT in accordance with this Specification when they are made available to SBT by the manufacturer. The software upgrades shall include documentation and training for end users, as necessary, for any software changes made to the security system.

3. All customizations currently in the system and later added to the system by SBT, will be

maintained and documented by SBT so they are functionally restored after upgrades, service and maintenance.

4. The Badging System shall be handled as a package by SBT which includes all hardware and software required to make the Badging system operational and functional. This does not include consumable items identified as proximity access control cards, printable card fronts, non proximity cards, printer ribbons, badge clips, badge lanyards and paper supplies.

E. EQUIPMENT REPAIR. "Equipment repair," as defined for the purposes of this Specification, shall mean any non-routine or non-scheduled repair services requested from SBT by the WAA and not contained in the PM Program. SBT shall not perform equipment repair without the request and/or authorization of the WAA.

1. Upon a component or system failure, the WAA will notify SBT via the 24 hour telephone and/or pager number provided. The WAA will provide as much detail as possible concerning the problem or failure.

a. Upon notification by the WAA, SBT shall respond to the WAA by telephone at (316) 946-4740 within thirty (30) minutes or less.

b. Failed components and/or service requests shall be performed within a guaranteed four (4) hour maximum response time.

c. Failed card readers and access buttons will be returned to the vendor. The maximum replacement time shall be four (4) hours, and spare readers must be kept in stock at the vendor's facility or at the Airport.

d. Failed computer system components will be delivered and installed within 24 hours of the reported failure. The CPU is to be considered a high priority item. When defective, a loaner part must be delivered within four (4) hours of the reported failure. This does not include computer workstations and server equipment provided by the WAA.

e. Failed cameras and camera system components shall be repaired and/or replaced within three (3) calendar days.

f. Gates, gate openers and associated hardware mechanisms shall be repaired and/or replaced within three (3) calendar days. SBT shall not be obligated to the 3-day repair requirement if major and extensive physical damage occurs to a gate, e.g. weather-related, vandalism/sabotage, vehicle accident, etc. However, SBT will make every effort to return the gate to working order as soon as possible.

2. SBT work requiring the assistance or support of personnel trained and certified in high voltage will be at an additional cost to the WAA. For the purpose of this specification "High Voltage" is defined as those voltages greater than standard 50VAC single or three phase. These personnel may be provided by the WAA to SBT at the expense of the WAA and no cost test.

3. Title to all equipment, fixtures, parts and accessories provided under this Agreement shall pass to the WAA. This shall not include tools and repair related equipment.

V. PERFORMANCE – WAA

A. The WAA shall provide, free of charge and with ready access, storage space for tools, equipment and spare parts, working space, heat, lighting, ventilation, telephone outlet access, electric current and outlets for the use of SBT maintenance personnel. The WAA shall only be obligated to provide such space and facilities incidental to the services performed under this Agreement.

B. The WAA shall allow full and free access to the equipment and the use of necessary data communications facilities and equipment at no charge to SBT subject to federal, state and local laws and regulations, and the WAA Operating Instructions.

C. The WAA shall maintain site environmental conditions throughout the term of the Agreement in accordance with the specifications established by SBT for the equipment being maintained.

D. The WAA may perform maintenance and repairs to equipment covered under the Agreement. Such maintenance or repairs may only be performed after notifying and receiving the concurrence of SBT.

E. The WAA shall not cause modifications to be made, or accessories, attachments, features or devices to be added to the equipment being maintained by SBT under this Agreement until after notifying SBT.

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

G. Subject to SBT's instruction and direction, the WAA shall perform certain duties and services of a housekeeping nature, such as, but not limited to, the replacement of printer ribbons and paper, cleaning of magnetic tape heads, etc.

VI. FEES/METHOD OF PAYMENT

A. The method of payment for all CCAS maintenance services during the term of this Agreement shall be an annual sum, not to exceed Eighty-two Thousand Dollars (\$82,000), payable in monthly installments of Six Thousand Eight Hundred Thirty-three Dollars and Thirty-three Cents (\$6,833.33). The total monthly installments for all services specified herein shall commence on the contract start date. SBT shall submit to the WAA by the fifteenth (15th) day

of each month, and at least thirty (30) days after the contract date, and throughout the term of the Agreement an invoice, in form and detail satisfactory to the WAA, showing the total installment due for the previous month.

B. The WAA shall not be obligated to pay SBT for special tools or equipment which may be necessary to perform the services of this Agreement.

C. The WAA shall not be directly invoiced, nor shall it be obligated to pay for the services performed by third-party contractors, for service which may be provided on behalf of SBT.

VII. INSPECTION

The WAA, at its sole discretion of time and place, shall have the right and ability to inspect any and all PM, software service, or equipment repair work performed by SBT in order to insure compliance with the Agreement. The right of inspection shall include work performed on site, checklists, work orders, time sheets, 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 WAA.

Technical Support Program

Attachment “B”
Maintained Equipment

QTY	DESCRIPTION - MANUFACTURER - MODEL
1	CCure 800 Software – SWH - Model 20 with Badging and CCTV Integration options
1	Badging System Printer – Nisca - PR5200
1	Badging System Camera - CUSTOM
1	Badging System Camera PTZ - CUSTOM
1	Video Capture Card – SWH - VCB-3DPLUS
19	APC Controller – SWH - AS0100-008NPS
1	APC/L Controller – SWH - AS0101-003
15	Star Coupler Module – SWH - AS0020-00

11	I/32 Supervised Input Module – SWH - AS0015-00
96	Proximity Readers – Motorola - ASR-503
24	Communication Converter – SWH - AS103-002
96	Personality Module – SWH - DC2000UL
89	Tamper Switch – Sentrol 3010
350	Resistor Packs – GRI - 664
11	Power Distribution Units – SWH - AS0063-01
20	Power Supply – Altronix - PS2408UL-8
24	17 AH Battery

QTY	DESCRIPTION – MANUFACTURER - MODEL
7	7 AH Battery
16	Network Module – Lantronic - MSS485-T-01
56	Magnetic Door Position Contact - Sentrol - 2507AD-L
10	Overhead Door Position Switch – Sentrol - 2505A
7	Hold-up Switch – Sentrol - HUB1
20	Key Switch - C&K
35	Request to Exit – Detection Systems - DS150I
16	Chexit Crash Bars – Von Duprin - CX99EO-3FT-26D
16	Power Supplies – Von Duprin - PS873-2BB
15	Transfer Door Cords – Von Duprin - TSBCXL
1	Transfer Hinge – SDC - PTH-4Q

13	Magnetic Door Holders – Rixson - 996
10	Electric Strike – Rutherford - 7114-08D- X-32
16	Magnetic Lock – Locknetics - 390DSM MBS
6	Door Management Alarm – DSI - ES4200K3
2	Strobe Lights – Amseco - SL401B
4	I/8 Board – SWH - AS0073-000
18	Fiber Optic Transmitter PTZ – IFS - VT1500WDM
18	Fiber Optic Receiver PTZ – IFS - VR1500WDM-R3
12	Fiber Optic Transmitter 4ch – IFS - VT6010DRDT
12	Fiber Optic Receiver 4ch – IFS - VT6010DRDT-R3

QTY	DESCRIPTION – MANUFACTURER - MODEL
1	Fiber Optic Receiver 2ch - IFS - VR2100
2	Fiber Optic Transmitter Fixed Mini – IFS - VT1101M
8	Fiber Optic Card Cage – IFS - R3
8	Fiber Optic Card Cage Power Supply – IFS - PS-R3
1	Modem – SWH - MDM-MT
2	Fixed Camera – Pelco - G3508-0CAV50AW
1	Outdoor Fixed Camera Housing - AD
1	Corner Housing – AD - HS1500
47	Controllable (PTZ) Camera – AD - RAS917WLSI
18	Outdoor Housings – AD - RHODUL
2	Custom Mounts - CUSTOM

18	PTZ Outdoor Power Supply – AD - RJ856UL
4	Multi Camera Power Supply – Pelco - MCS16-20S
2	Matrix Bays with Power Supply – AD - 1024R-56x40
1	Matrix CPU – AD - 1996
1	Matrix Code Distribution Unit – AD - 2091
3	Remote Code Distribution Unit – AD - 1691
2	Matrix Loop Video Patch Panels – AD - ULP30
1	System Keyboard – AD - MP1000CC
13	Flat Panel Monitors Color – Tote Vision - VP-LCD1811V
13	Rack mount kit – Tote Vision - VP-RM1811V
1	Large Security Console –Winsted - CUSTOM

QTY	DESCRIPTION – MANUFACTURER - MODEL
1	Control Panel w/ Clock – CUSTOM
14	Rack mount surge strips – APC - NET9RM
2	Uninterruptible Power Supply – APC - SUA750XL
2	Battery pack – APC - UXBP24
1	Uninterruptible Power Supply – APC - SU2200XLNET
2	Battery pack – APC - UXBP48
4	Uninterruptible Power Supply – APC - U2200RMXL3U
2	Battery pack – APC - 3XLBP
6	Network Cards – APC - AP9617
2	Full Height Enclosed Rack – Black Box - RM2060A

2	Fan kit – Black Box - RM2012
3	Wall Mount Enclose Rack – Black Box - RM234A-R2
3	Fan kit – Black Box - RM36
1 KVT130A	Server Switch Tray and Keyboard – Black Box -
1	Server Switch 4 Position with LCD Monitor Rack Mt - BB
1	DVR Logger Unit – NiceVision - NVP-48-BAS
4	RAID 5 Disk Arrays – NiceVision - NVP-REX5-01
1	AMS Software Suite – Nice Vision - NVP-AMS V8.0
2	Video Boards – Nice Vision - NVP-CIF-HRT-24
1	Audio Board – Nice Vision - NVP-AR-8A
49	Micro Patch Cables - CUSTOM
9 QTY	Gate – B&B- Double box frame Cantilever DESCRIPTION – MANUFACTURER – MODEL
3	Gate – B&B – single custom built
11	Gate Controllers – B&B - XLI
12	Hydraulic Gate Motors Complete – B&B – 120, 240/3 phase, 480/3 phase
32	Environmental Numeric Keypad – Motorola - AR610
42	Safety Traffic Loops
42	Loop Detectors – 655X
12	Sets Photo Electric beams – Pulinex - PB60
12	Sets Heaters and Blowers – HOFFMAN – 120vac
43	Lightening surge protection data – Ditek - RXDP
43	Lightening surge protection video – Ditek - RXVP

- 2 Exterior gate lock – RCI - 8380XRLSX32D
- 2 Electronic power transfer – SDC - EPT10

Technical Support Program

Attachment “C”

Equipment to be Furnished and Installed
by Siemens Building Technologies, Inc.

With no additional charge or fee to Wichita Mid-Continent Airport and within ninety days of approval of The Technical Support Program, Siemens Building Technologies, Inc. will furnish and install the following improvements and enhancements to the existing CCAS system.

QTY	DESCRIPTION
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16	Keyed locks in the Chexit crash bar power supply enclosures
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16	Tamper switches in the Chexit crash bar power supply enclosures and connect to the DC2000 at the door for alarm at the Security Console if the power supply enclosure is opened.
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Agenda Item No. 18.

City of Wichita
City Council Meeting
October 24, 2006

Agenda Report No. 06-1075

TO: Wichita Airport Authority

SUBJECT: Southwest Area Development – Electrical Service
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement and budget adjustment.

Background: On May 22, 2001 the Wichita Airport Authority approved a “Taxiway ‘L’ Site Development, Phase II” project at Colonel James Jabara Airport for site preparation and improvements for tenant development. The project improvements, estimated at \$475,000, included the extension of utilities and a road system.

Analysis: The extension of the access road and utilities into this site will allow continuation of planned growth. An agreement has been prepared with Westar to provide electrical service into an area for tenant development.

Financial Considerations: A budget increase of \$340,000 is requested to address upcoming infrastructure improvements, resulting in a total project budget of \$815,000. Included within the project budget is an agreement with Westar for \$19,500, which will be paid for with Airport revenue. The remainder of the increase is due to increased pavement and utilities to provide further development opportunities, improved lighting for security reasons, and to better accommodate pending development.

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 Authorizing Resolution as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the agreement and capital improvement project budget adjustment, and adopt the resolution.

Attachments: Twelve copies of the resolution, and three original signature copies and 12 distribution copies of the agreement with Westar.

