



If you need this information in another format or require a reasonable accommodation to attend this meeting, contact the City's ADA Coordinator at 785-229-3635. Please provide advance notice of at least two (2) working days. TTY users please call 711.

**101 S. Hickory
PO Box 60
Ottawa, KS 66067-0060**
Phone: 785-229-3600
Fax: 785-229-3639
www.ottawaks.gov
www.facebook.com/ottawaks

TO: Mayor and City Commissioners
RE: Study Session Meeting Agenda
FROM: Richard U. Nienstedt, City Manager

A Study Session is scheduled for **April 18, 2016 at 4:00 pm** in the conference room on the first floor of City Hall, 101 S. Hickory. The following items will be presented:

I. Public Comments

II. Items to be Placed on the Regular City Commission Agenda

- a. Minutes from the April 11, 2016 Study Session *Pgs 3-4*
- b. Proclamation Recognizing April as National Arbor Day *Pg 5*
- c. Rezone request by Ottawa University to Rezone the Properties Located at 624 & 822 E. 11th Street From R-1 Low Density Residential District to R-3 High Density Residential District - Wynndee Lee *Pgs 6-15*
- d. A Request to Approve Ordinances Annexing Land to the City of Ottawa Generally Located at 415, 513, 618, 619 and 701 W. Wilson Street - Wynndee Lee *Pgs 16-26*
- e. Request to Approve Airport Master Plan Agreement - Michael Haeffele *Pgs 27-40*

III. Items for Presentation and Discussion

- a. Alcohol for Events on City Property
- b. Commission Board/Committee Assignments
- c. City Manager's Report
- d. Commissioner's Reports
- e. Mayor's Report

IV. Announcements

- April 20, 2016 **Regular Meeting**, 9:30 am, City Hall
- April 20, 2016 City/County/USD 290 Joint Meeting, 12:00 pm, USD 290 District Office
- April 25, 2016 Study Session, 4:00 pm, City Hall
- May 2, 2016 Study Session, 4:00 pm, City Hall
- May 6, 2016 Special Call **Regular Meeting** for Date & Location Change, 10:00 am, Neosho County Community College, 900 E. Logan

52 Tips for Successful Public Service by E.A. Mosher

#23. Respect the letter and intent of the open meetings law. But also keep private and confidential matters to yourself—do not gossip.

V. Announcements

- April 20, 2016 **Regular** Meeting, 9:30 am, City Hall
- April 20, 2016 City/County/USD 290 Joint Meeting, 12:00 pm, USD 290 District Office
- April 25, 2016 Study Session, 4:00 pm, City Hall
- May 2, 2016 Study Session, 4:00 pm, City Hall
- May 6, 2016 Special Call **Regular** Meeting for Date & Location Change, 10:00 am,
Neosho County Community College, 900 E. Logan

VI. Items Already Placed

- a. Minutes from the April 4, 2016 Study Session and April 6, 2016 Regular Meeting
- b. Cereal Malt Beverage License for Cosentino's Price Chopper

**Study Session Minutes
Ottawa, Kansas
Minutes of April 11, 2016**

The Governing Body met at 4:00 pm this date with the following members present and participating to wit: Mayor Caylor, Commissioner Reed, Commissioner Graves, Commissioner Jorgensen, and Commissioner Skidmore. A quorum was present.

Mayor Caylor called the meeting to order.

Public Comments

The Governing Body heard from Ted Fogle, 1521 S Maple, regarding his property out on Kingman Road.

Minutes to Review

The Governing Body reviewed minutes from the April 4, 2016 Study Session and April 6, 2016 Regular meeting. It was agreed to place this item on the next regular meeting agenda, April 20, 2016.

SWAN Arts Festival Request

The Governing Body heard from Shawn Dickinson regarding the SWAN Arts Festival that will be hosted on June 18, 2016. Mr. Dickinson spoke of temporarily diverting traffic from the east lane of north bound traffic on Main St. from 6:00 am to 10:30 pm on the day of the event, limiting parking on the west side of Hickory street, and adding handicapped parking signs along 5th street. There was an additional request to be considered by the Governing Body to allow for festival attendees to be allowed to bring their own alcoholic beverages to the festival. It was a consensus by the Governing Body to place all requested except for the additional request regarding alcohol on the next regular meeting agenda. The additional request regarding alcoholic beverages will be brought back to a later study session agenda.

Cereal Malt Beverage License—Price Chopper

The Governing Body heard from Assistant City Clerk Hailey Luke regarding a new request received for a CMB (Cereal Malt Beverage) License for the new Price Chopper Location. Because the CMB License is issued based on location, it was required for a new License to be obtained. The CMB license has been reviewed by the Police Department and the City Attorney with no reason for denial. It was agreed to place this item on the next regular meeting agenda.

Open Agenda

City Manager Richard U. Nienstedt recognized Blaine Finch's efforts with a bill that defines Juvenile Justice. We should be proud of what Blaine does for us every day. Mayor Caylor also thanked Blaine for all the time he puts in.

Department Focus Session—Finance Department

The Governing Body heard from various department leaders in the finance department regarding job duties, projects completed, projects in progress, and certifications. The department leaders that spoke on behalf of the finance department include Finance Director Scott Bird, Assistant Finance Director/City Treasurer Betty Simpson, Financial Systems Supervisor Linda Hopkins, City Clerk Carolyn Snethen, Building Maintenance Supervisor Clancy Moore, and Assistant City Clerk Hailey Luke.

April 11, 2016

Unofficial until Approved

City Manager's Report

City Manager Richard U. Nienstedt reported:

- Within the next month we will be taking a bus tour because there are some things in the community we need to go see.

Commissioners' Reports

Commissioner Skidmore commented on seeing that Walton Park was being used on Facebook.

Commissioner Jorgensen invited all to come to Sumo Wrestling on Friday and passed out brackets. The winning bracket will win a prize.

Commissioner Reed reported seeing great feedback on the new light that was placed at the intersection of 68 and Eisenhower.

Mayor's Report

Mayor Caylor informed the commission the reorganization of the committee responsibilities will take place next week.

Announcements

Mayor Caylor announced:

- April 14, 2016: Volunteer Appreciation Ceremony, 6:00 pm, Municipal Courtroom
- April 18, 2016: Study Session, 4:00 pm, City Hall
- April 20, 2016: Regular Meeting, 9:30 am, City Hall

Adjournment

There being no further business to come before the Governing Body, Commissioner Jorgensen made a motion, seconded by Commissioner Graves to adjourn the meeting. The motion was considered and upon being put, all present voted aye. The Mayor declared the meeting duly adjourned at 5:09 pm.

Carolyn S. Snethen, City Clerk



PROCLAMATION



WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, call Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling cost, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, the Governing Body of the City of Ottawa, Kansas does hereby proclaim April 29, 2016 as

ARBOR DAY

in the City of Ottawa, and urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and urges all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

SIGNED this 20th day of April 2016.

Sara Caylor, Mayor

STAFF MEMORANDUM

TO: Richard U. Nienstedt, City Manager

FROM: Wynndee S. Lee, AICP, Community Development Director

DATE: April 7, 2016

SUBJECT: **Rezone request** by Ottawa University to rezone the properties located at 624 & 822 E. 11th Street from R-1 Low Density Residential District to R-3 High Density Residential District.

Comments: The Planning Commission held a public hearing on March 9, 2016 and reviewed the proposed rezone. A gentleman indicated that the legal description for 624 E. 11th was incorrect. Staff thanked him for catching that and indicated they would correct the legal description. There were no other public comments.

The recommendation of staff is to approve the requested rezoning from R-1 to R-3.

The Planning Commission recommends to the City Commission by a vote of 4-0 approval of the rezone action.

Attachments: Ordinance
Staff & Planning Commission Findings
Location Map

ORDINANCE NO. _____

AN ORDINANCE RE-ZONING AN AREA WITHIN THE CITY OF OTTAWA, KANSAS, AND REPEALING THE CORRESPONDING SECTION OF THE ZONING MAP WHICH IS A PART OF ORDINANCE NO. 3501-05 OF THE CITY OF OTTAWA, KANSAS.

NOW THEREFORE, BE IT ORDAINED by the Governing Body of the City of Ottawa, Kansas, as follows:

Section 1: RE-ZONING WITHIN CITY LIMITS. Pursuant to recommendations issued by the City Planning Commission of the City of Ottawa, Kansas, after a public hearing, notice of which was duly given; the following described parcels of land, situated within the City of Ottawa, Franklin County, Kansas is hereby re-zoned from R-1 Low Density Residential District to R-3 High Density Residential District.

624 E. 11th

Commencing at a point 80 feet south and 1053 feet west of the Southeast corner of Block "C", University Addition to the City of Ottawa; thence south 222 feet; thence east 35 feet; thence south 511.7 feet; thence east to the center of the channel of Rock Creek; thence southwesterly along the normal center of said Rock Creek to the Southwest corner of Oak Tree Meadows Addition; thence west to the west line of the Southeast Quarter of Section 1, Township 17 South, Range 19 East of the Sixth Principal Meridian; thence north to a point 80 feet south of said Block "C"; thence east to the place of beginning, all in Section 1, Township 17 South, Range 19 East of the Sixth Principal Meridian. Said tract contains 10.2 acres, more or less.

822 E. 11th

Commencing at a point 80 feet south and 600 feet west of the Southeast corner of Block "C", University Addition to the City of Ottawa; thence west 453 feet; thence south 222 feet; thence east 35 feet; thence south 511.7 feet; thence east to the center of the channel of Rock Creek; thence northeasterly along the normal center of said Rock Creek to within 215 1/3 feet of the south line of said Block "C"; thence west 157 1/3 feet; thence north to the place of beginning, all in Section 1, Township 17 South, Range 19 East of the Sixth Principal Meridian. Said tract contains 8.2 acres, more or less.

Section 2: REPEALING A SECTION OF THE ZONING MAP. The section of the zoning map designating the above-described parcel of land as R-1 is hereby repealed and changed to R-3.

Section 3: EFFECTIVE DATE; PUBLICATION. This ordinance shall take effect after its publication in the official city newspaper.

PASSED AND ADOPTED by the governing body of the City of Ottawa, Kansas, this _____ day of _____, 2016.

Mayor

Attest:

City Clerk



City of Ottawa
Community Development Department

101 S. Hickory, P.O. Box 60
Ottawa, KS 66067

785 229-3620
Fax 785 229-3625

CITY COMMISSION

STAFF & PLANNING COMMISSION REPORT

March 16, 2016

Applicant: Clark Ribordy
Ottawa University
1001 South Cedar Street
Ottawa, KS 66607

PROPERTY OWNER: Ottawa University
1001 South Cedar Street
Ottawa, KS 66067

AGENT: Same as applicant

LOCATION: 624 E. 11th Street
822 E. 11th Street

AREA: 624 E. 11th Street – 24.78 acres
822 E. 11th Street – 8.2 acres

ZONING: R-1, Low Density Residential

REQUEST: To consider a request to rezone two lots from R-1 Low Density Residential District to R-3, High Density Residential District, to allow for dormitory housing to be constructed.

SURROUNDING LAND USE: **North:** single and multi-family housing (R-1 Zoning), E. 11th Street
South: Ottawa University football practice field, vacant/floodplain ground, single family housing (R-1 Zoning), E. 15th Street
East: floodplain/vacant land, few single family residences (R-1 Zoning), Lincoln Street two blocks away
West: Ottawa University baseball field, practice field, vacant land, few single family residences further west (R-1 zoning), S. Mulberry Street

LAND USE PLAN: Ottawa's current Comprehensive Plan outlines future land uses for all the property in the City. The future land use plan recommends public and semi public uses for the subject sites. The proposed use is consistent with that of the future land use plan.

MAJOR THOROUGHFARE PLAN: S. Mulberry Street, which borders the block containing the subject sites on the west, is classified as a collector street. Lincoln Street, which borders the block containing the subject sites on the east, is classified as an arterial street. The sites abut local streets.

PREVIOUS CASES: None known.

EXISTING CONDITIONS:

The subject sites are two parcels located on the south side of E. 11th Street between S. Mulberry Street on the west and Lincoln Street on the east, just south and east of the Ottawa University campus. The parcels include a nearly 25 acre tract of land addressed as 624 E. 11th Street and an approximately 8 acre tract of land addressed as 822 E. 11th Street.



822 E. 11th Street (pictured at left) is a vacant lot, with most of the land located within the 100 year floodplain. E. 11th Street, running along the north boundary of the lot, is not constructed all the way through to meet Lincoln Street on the east.

624 E. 11th Street (at right) is also a largely vacant lot, except for a portion of the University's baseball field and related facilities at the north end of the lot. Again, a large majority of the remainder of the lot lies in the 100 year floodplain.



Ottawa University, the applicant, owns both of the lots in question, and is proposing that they be rezoned from R-1, Low Density Residential District, to R-3, High Density Residential District, in order to allow the university to construct a "fourplex" student housing unit which would house 16 students.

FINDINGS:

When a proposed amendment would result in a change of the zoning classification of any specific property, the recommendation of the Planning Commission, accompanied by a copy of the record of the hearing, shall contain statements as to the present classification, the classification under the proposed amendment, the reasons for seeking such reclassification, a summary of the facts presented, and a statement of the factors upon which the recommendation of the Planning Commission is based, using the following guidelines.

1. Whether the change in classification would be consistent with the intent and purpose of these regulations;

The intent of the R-1 District is to provide primarily for one-family dwellings with accommodation for two- and three-family dwellings and related residential uses such as churches and certain public uses which tend to be located at the edge of higher density, and more centrally located residential areas. The district is intended to accommodate a low population density for specified types of dwelling units on large to medium sized lots with emphasis on adequate open space around buildings.

The intent of the R-3 District is to provide for a full range of dwelling units, from one-family to apartments and for related residential and certain public uses and also related residential uses and certain public uses. This district is located primarily where moderate to high residential density will be compatible with surrounding uses and development patterns.

Staff & Planning Commission Finding:

The rezoning application proposes a change to a district that allows the majority of uses permitted under its current R-1 classification, as well as residential land uses of a higher density than currently allowed in R-1, which includes dormitories/residence halls for students of universities and theological institutions. The proposal is consistent with the intent of the R-3 High Density Residential District, and zoning and site planning regulations will ensure compatibility with surrounding uses, which do include more moderate patterns of residential density surrounding a public use area – Ottawa University.

2. The character and condition of the surrounding neighborhood and its effect on the proposed change;

The area surrounding the subject property is a mix of public use (Ottawa University) and related functions, such as the practice athletic fields and primarily single family residential uses. Some more multi-family/apartment uses are mixed in with this pattern, along with prevalent vacant land in the floodplain in both of the lots proposed to be rezoned.

Staff & Planning Commission Finding:

The surrounding neighborhood (in the immediate vicinity) is primarily single family residential and vacant land. The lower density residential land use that is prevalent in the area is not necessarily incompatible with the proposed use within the new zoning district, but allows some more intense uses.

3. Whether the proposed amendment is made necessary because of changed or changing conditions in the area affected, and, if so, the nature of such changed or changing conditions;

This area surrounding Ottawa University has been stable for quite a few years. During the late 1960's/early 1970s, the immediate vicinity of the subject property was home to the University's married student housing, which has since become defunct. Off-campus student housing has been prevalent in the area for many years, and has taken the form of few duplexes and manly single family home conversions to multi-family housing.

Staff & Planning Commission Finding:

The rezoning application was not initiated as a result of changing conditions, but from the applicant’s desire to accommodate students on campus-owned property across from the school and in immediate vicinity to several of the University’s facilities. As student housing was located near these lots in the past, the University is re-establishing a use that had been located in the neighborhood for many years. In addition, the Ottawa University Master Plan (2009) depicts a planned community center and 3-story, 75 bed apartment building for student housing on the lots proposed for rezoning in this case. The City of Ottawa signed off on this campus master plan.

4. The current zoning and uses of nearby properties, and the effect on existing nearby land uses upon such a change in classification;

The zoning of surrounding properties is, generally, consistent with the uses:

North: single and multi-family housing (R-1 Zoning), E. 11th Street

South: Ottawa University football practice field, vacant/floodplain ground, single family housing (R-1 Zoning), E. 15th Street

East: floodplain/vacant land, few single family residences (R-1 Zoning), Lincoln Street

West: Ottawa University baseball field, practice field, vacant land, few single family residences further west (R-1 zoning), S. Mulberry Street

Staff & Planning Commission Finding:

As the surrounding area consists of a mix of lower density residential uses, along with institutional/public use areas, the change in classification could have an effect on the area, should all the uses allowed in an R-3 District be allowed on the lots subject to this rezoning action. However, it is unlikely that Ottawa University would undertake construction of any use not customarily associated with a college campus, and the amount of land that occurs within the floodplain would be somewhat restrictive for land uses more intense than what is proposed.

5. Whether every use that would be permitted on the property as reclassified would be compatible with the uses permitted on other property in the immediate vicinity;

Many of the uses allowed within the current (R-1) zoning district would be allowed outright in the proposed R-3 zoning district, and would be compatible with the other property in the immediate vicinity. There are some uses, however, that might not be considered compatible or desirable with the surrounding area. The following table illustrates the uses allowed in an R-3 district versus an R-1 zoning district:

USE	R-1	R-3
Art Centers/Art galleries/Cultural Centers	C	P
Bed and breakfast inns	C	*P/C
Daycare facilities: adult day care homes, child care centers, day care homes, family day care homes, group day care homes and preschools	*P/C	P
Dormitories or residence halls for students of universities and theological institutions	---	*P/ C
Two- or three-family dwellings	C	P

Four or more family dwellings	---	P
Group boarding homes for adults	C	*P/C
Group boarding homes for minors	C	*P/C
Large group homes	---	*P/C
Lodging houses	---	*P/C
Nonprofit institutions of an educational, philanthropic or eleemosynary nature	---	P
Nursing homes, rest homes, convalescent homes, hospices and similar facilities	---	C
Rehabilitation houses	---	*P/C

*Permitted/Conditional uses that have specific limitations attached.

Staff & Planning Commission Finding:

As the areas surrounding the area to be rezoned are all R-1 zoning, and the range of uses in these areas is primarily limited to residential and public/institutional, not every allowed use within the R-3 zoning category would be compatible with the surrounding area.

6. The suitability of the applicants property for the uses to which it has been restricted;

As the University won't be a low density home developer, the property is more suited to be multi-family/dormitory or public, versus R-1. The previous married family housing developed on the westerly site has not impacted the ball field development, but the long range plan reviewed by the Planning Commission some years ago did anticipate some other university buildings.

Staff & Planning Commission Finding:

The sites are suitable for dormitory development with plenty of space for open greenspace and parking to serve the use.

7. The length of time the subject property has remained vacant or undeveloped as zoned;

The subject lot at 624 E. 11th is developed with ball fields on the northern part of the lot, and a building just off of E. 11th Street that was previous married student housing in the 1970's. The southern portion of the site is floodplain land and has not been developed.

The subject lot at 822 E. 11th Street is undeveloped and mostly vacant. There appears to be a curb cut and a long drive on the far northwest corner of the lot (which previously contained a dilapidated home that has since been removed), and an old/unkept athletic field toward the northeast portion of the lot that appears unused according to the most recently available aerials of the site. Both sites have been zoned R/R-1 and have not changed zoning or use since they were first developed.

Staff & Planning Commission Finding:

This factor is not applicable.

8. Whether adequate sewer and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on the property if it were reclassified;

S. Mulberry Street, which borders the block containing the subject sites on the west, is 60 feet wide and classified as a collector street. Lincoln Street, which borders the block containing the subject sites on the east, is classified as an arterial street and approximately 40 feet wide. E. 11th Street, on the north side of the properties, is 60 feet wide and does not run all the way through to meet Lincoln Street.

According to the City's Comprehensive Plan, there is an existing 6" (or smaller) water line running along E. 11th Street (on the north side of the lots) and along S. Mulberry (on the west side of the lots), and an 8" line (or larger) running the length of the lots along Lincoln Street (on the east side).

A sewer main runs through the northwest portion of the sites, and a lateral line runs down both E. 11th Street (on the north) and S. Mulberry Street on the west side of the site.

Staff & Planning Commission Finding:

Considering the site and the relatively small nature of the residential dormitory structures proposed to be built, public services are adequate to accommodate the proposed use. Depending on how the sites will be developed, E. 11th Street may need some improvement, and access and parking will need to be provided to serve the new development.

9. The general amount of vacant land that currently has the same zoning classification proposed for the subject property, particularly in the vicinity of the subject property, and any special circumstances that make a substantial part of such vacant land available or not available for development;

There is a very limited amount of land zoned R-3 throughout the City in general, and none in the vicinity of the subject area. There are several R-3 zoned sites south of 15th Street and north of E. Wilson Street (north of the river); however, these properties are already developed.

Staff & Planning Commission Finding:

Although there are a few properties zoned R-3, very few are available for development, and none are located in the vicinity of Ottawa University.

10. Whether the proposed amendment would be in conformance to and further enhance the implementation of the City's Comprehensive Plan;

The Future Land Use plan in the Comprehensive Plan identifies these properties as Public and Semi Public. The Public Use category includes any activity of a governmental, civic or public institutional nature, when utilizing major public facilities and located on lands in city, county, state or federal ownership, is a permitted use in the P District.

Staff & Planning Commission Finding:

The proposal is not in conformance with the comprehensive plan. The City's Comprehensive Plan and Future Land Use Map must be amended to reflect the high density residential use and zoning, if approved by the Planning Commission.

11. Whether the relative gain to the public health, safety, and general welfare outweighs the hardship imposed upon the applicant by not upgrading the value of the property by such reclassification; and,

This factor is addressed in the finding below.

Staff & Planning Commission Finding:

In this case, the impact of approving the proposed R-3 zoning for the subject sites is relatively limited. The land has previously been used for dormitory housing for Ottawa University, in a limited manner. Should the sites be rezoned to R-3, uses that would be allowed (either permitted or permitted with a Conditional Use Permit) that are strictly prohibited in an R-1 zone include:

Dormitories/residence halls for students of universities and theological institutions;

Four or more family dwellings;

Large group homes;

Lodging houses;

Nonprofit institutions;

Nursing/rest/convalescent homes, hospice and similar facilities; and

Rehabilitation houses.

The rezoning to R-3 could potentially negatively affect the primarily residential/institutional because of the ability to locate more intense uses, such as those listed above.

12. Such other factors as the Planning Commission may deem relevant from the facts and evidence presented in the application

The subject sites have seen very little development interest, and have a large amount of floodplain over the majority of the property. The proposed dormitory use is consistent with prior use of the property, and with the approved Ottawa University Master Plan.

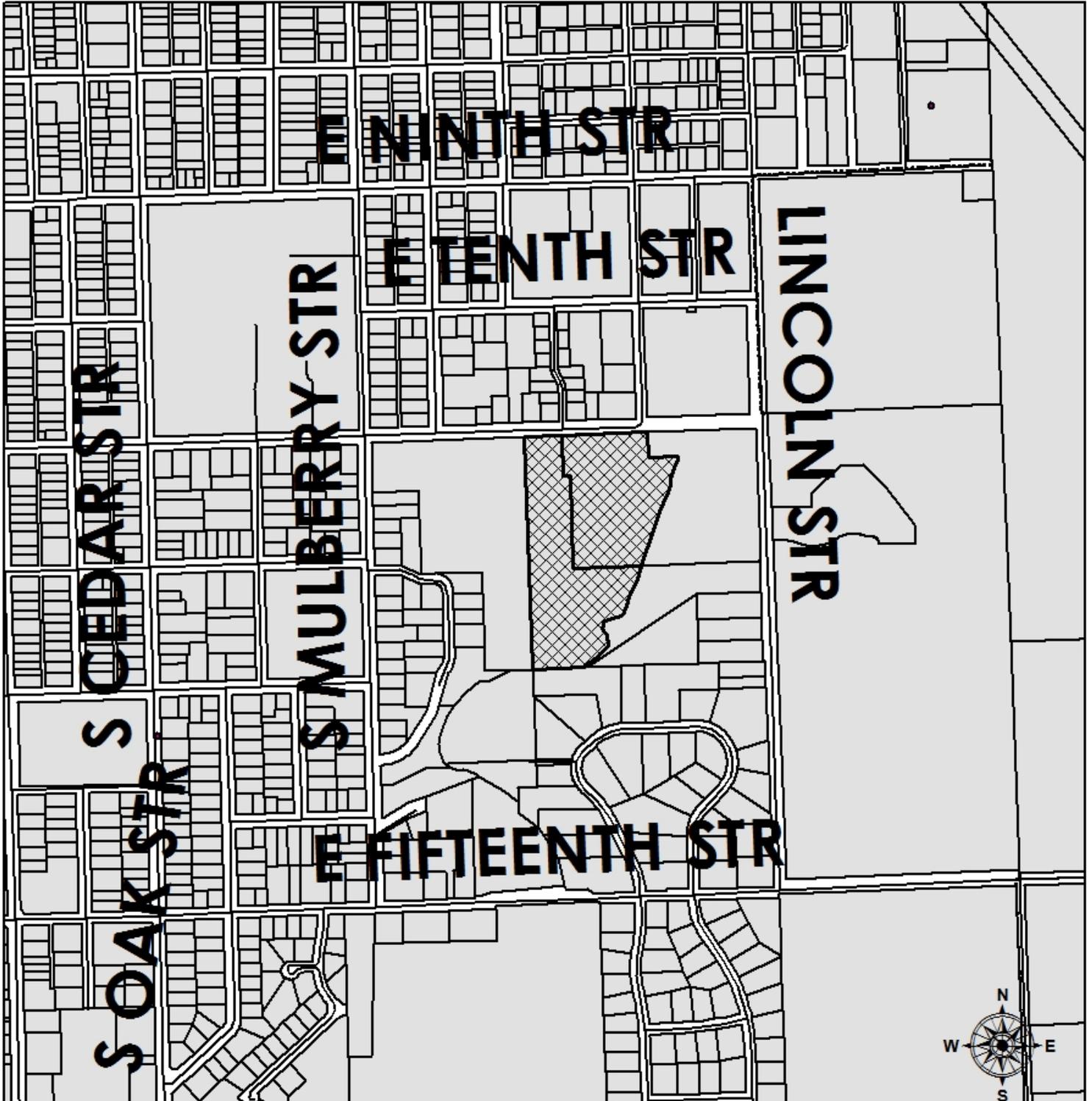
13. The recommendations of professional staff;

Staff recommends the following:

1. That the lots at 822 E. 11th Street and 624 E. 11th Street be rezoned from R-1, Low Density Residential District to R-3, High Density Residential District.

Zoning Map

Address: 624 E. 11th Street
822 E. 11th Street
Owner/Applicant: Ottawa University
Current Zoning: R-1, Low Density Residential District
Proposed Zoning: R-3, High Density Residential District



STAFF MEMORANDUM

TO: Richard U. Nienstedt, City Manager

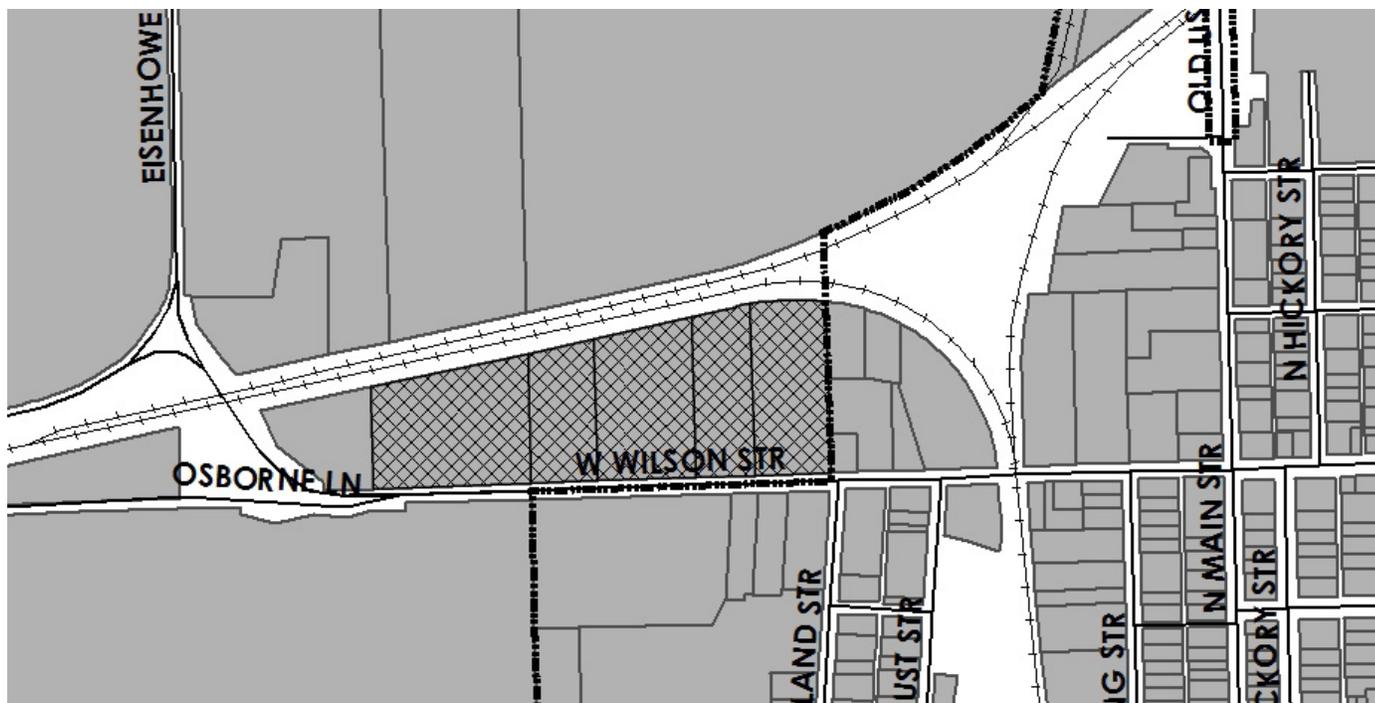
FROM: Wynndee S. Lee, AICP, Community Development Director

DATE: April 12, 2016

SUBJECT: Annexation of property

Attached are ordinances to annex five properties into the city limits. These properties are located at 415, 513, 618, 619, & 701 W. Wilson Street. All of the properties except 701 are receiving city utilities. All of the property owners have signed the consent to annex into the city limits. The properties are hash marked on the map below. As part of our analysis of property in the area just outside the city limits, these tracts were identified as ideal for annexation. Many of them are receiving utilities and public work services.

There are numerous reasons for voluntary annexation, including utility services, other reasons would be emergency services by the police and fire department, animal control, crime prevention, general governmental services, municipal court, building codes, property maintenance, citizen communications, parks and recreation facilities, and community development services.



ORDINANCE NO. _____

AN ORDINANCE ANNEXING LAND TO THE CITY OF OTTAWA, KANSAS GENERALLY LOCATED AT 415 W. WILSON STREET.

WHEREAS, the following described land is located in Franklin County, Kansas;

WHEREAS, the following described land meets one or more of the conditions prescribed by K.S.A. 12-520(a)(1)-(6); and

WHEREAS, the governing body of the City of Ottawa, Kansas, finds it advisable to annex such land.

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

Section 1. That the following described land, meeting the conditions for annexation prescribed in K.S.A. 12-520, is hereby annexed and made a part of the City of Ottawa, Kansas:

A tract beginning 828 feet East of the Southwest Corner of the Northeast Quarter, thence East 290 feet, thence North 675 feet, thence West 295 feet along the railroad right-of-way, thence South 670 feet to point of beginning, less right-of-way, Section 26, Township 16, Range 19 East. Contains 4.3 acres more or less.

Section 2. That this ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

Section 3. A certified copy of this resolution signed by the City Clerk for the City of Ottawa, Kansas, shall be recorded in the Office of the Register of Deeds, and with the County Clerk, Franklin County, Kansas.

PASSED AND APPROVED by the Governing Body of the City of Ottawa, Kansas, this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

City of Ottawa Department of Community Development Department

101 S. Hickory, P. O. Box 60
Ottawa, KS 66067
(785) 229-3620 Fax (785) 229-3625

**PROPERTY OWNER
CONSENT FOR ANNEXATION BY THE CITY OF OTTAWA, KANSAS**

TO: THE GOVERNING BODY OF THE CITY OF OTTAWA, KANSAS:

The undersigned, owners of record of the following described land hereby petition the Governing Body of the City of Ottawa, Kansas to annex such land to the City. The land has a street address of 415 W. Wilson Street, and is described as follows:

A tract beginning 828 feet East of the Southwest Corner of the Northeast Quarter, thence East 290 feet, thence North 675 feet, thence West 295 feet along the railroad right-of-way, thence South 670 feet to point of beginning, less right-of-way, Section 26, Township 16, Range 19 East. Contains 4.3 acres more or less.

The undersigned further warranty and guarantee that they are the only owners of record of the land. Signed this 12th day of MARCH, 2016.


Mitchell's Construction of Ottawa, Inc.
Mitchell's Construction of Ottawa, Inc.

I do not want my property annexed at this time.

Date

Mitchell's Construction of Ottawa, Inc.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING LAND TO THE CITY OF OTTAWA, KANSAS GENERALLY LOCATED AT 513 W. WILSON STREET.

WHEREAS, the following described land is located in Franklin County, Kansas;

WHEREAS, the following described land meets one or more of the conditions prescribed by K.S.A. 12-520(a)(1)-(6); and

WHEREAS, the governing body of the City of Ottawa, Kansas, finds it advisable to annex such land.

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

Section 1. That the following described land, meeting the conditions for annexation prescribed in K.S.A. 12-520, is hereby annexed and made a part of the City of Ottawa, Kansas:

A tract beginning North of the right-of-way of Wilson Street, thence 620 East of the Southwest Corner of the Northeast Quarter, thence East 208 feet, thence North 646.1 feet, thence Southwesterly 223.7 feet, thence South 605.6 feet, to point of beginning, Section 26, Township 16, Range 19 East. Contains 3.1 acres more or less.

Section 2. That this ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

Section 3. A certified copy of this resolution signed by the City Clerk for the City of Ottawa, Kansas, shall be recorded in the Office of the Register of Deeds, and with the County Clerk, Franklin County, Kansas.

PASSED AND APPROVED by the Governing Body of the City of Ottawa, Kansas, this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

City of Ottawa Department of Community Development Department

RECEIVED

101 S. Hickory, P. O. Box 60
Ottawa, KS 66067
(785) 229-3620 Fax (785) 229-3625

AWAITING YOUR

**PROPERTY OWNER
CONSENT FOR ANNEXATION BY THE CITY OF OTTAWA, KANSAS**

TO: THE GOVERNING BODY OF THE CITY OF OTTAWA, KANSAS:

The undersigned, owners of record of the following described land hereby petition the Governing Body of the City of Ottawa, Kansas to annex such land to the City. The land has a street address of 513 W. Wilson Street, and is described as follows:

A tract beginning North of the right-of-way of Wilson Street, thence 620 East of the Southwest Corner of the Northeast Quarter, thence East 208 feet, thence North 646.1 feet, thence Southwesterly 223.7 feet, thence South 605.6 feet, to point of beginning, Section 26, Township 16, Range 19 East. Contains 3.1 acres more or less.

The undersigned further warranty and guarantee that they are the only owners of record of the land. Signed this 28 day of March, 2016.

Lynda Alderman
USD #290

I do not want my property annexed at this time.

Date

USD #290

ORDINANCE NO. _____

AN ORDINANCE ANNEXING LAND TO THE CITY OF OTTAWA, KANSAS GENERALLY LOCATED AT 618 W. WILSON STREET.

WHEREAS, the following described land is located in Franklin County, Kansas;

WHEREAS, the following described land meets one or more of the conditions prescribed by K.S.A. 12-520(a)(1)-(6); and

WHEREAS, the governing body of the City of Ottawa, Kansas, finds it advisable to annex such land.

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

Section 1. That the following described land, meeting the conditions for annexation prescribed in K.S.A. 12-520, is hereby annexed and made a part of the City of Ottawa, Kansas:

A tract beginning in the Southwest Corner of the Northeast Quarter, thence West 594 feet, thence North 396 feet, thence Northeasterly 604.9 feet, thence South 510 feet, to point of beginning, less right-of-way, Section 26, Township 16, Range 19 East. Contains 5.9 acres more or less.

Section 2. That this ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

Section 3. A certified copy of this resolution signed by the City Clerk for the City of Ottawa, Kansas, shall be recorded in the Office of the Register of Deeds, and with the County Clerk, Franklin County, Kansas.

PASSED AND APPROVED by the Governing Body of the City of Ottawa, Kansas, this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

City of Ottawa Department of Community Development Department

101 S. Hickory, P. O. Box 60
Ottawa, KS 68067
(785) 229-3620 Fax (785) 229-3625

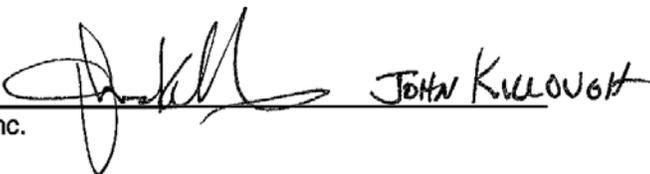
**PROPERTY OWNER
CONSENT FOR ANNEXATION BY THE CITY OF OTTAWA, KANSAS**

TO: THE GOVERNING BODY OF THE CITY OF OTTAWA, KANSAS:

The undersigned, owners of record of the following described land hereby petition the Governing Body of the City of Ottawa, Kansas to annex such land to the City. The land has a street address of 618 W. Wilson Street, and is described as follows:

A tract beginning in the Southwest Corner of the Northeast Quarter, thence West 594 feet, thence North 396 feet, thence Northeasterly 604.9 feet, thence South 510 feet, to point of beginning, less right-of-way, Section 26, Township 16, Range 19 East. Contains 5.9 acres more or less.

The undersigned further warranty and guarantee that they are the only owners of record of the land. Signed this 6TH day of APRIL, 2016.



Killough Properties, Inc.

I do not want my property annexed at this time.

Date

Killough Properties, Inc.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING LAND TO THE CITY OF OTTAWA, KANSAS GENERALLY LOCATED AT 619 W. WILSON STREET.

WHEREAS, the following described land is located in Franklin County, Kansas;

WHEREAS, the following described land meets one or more of the conditions prescribed by K.S.A. 12-520(a)(1)-(6); and

WHEREAS, the governing body of the City of Ottawa, Kansas, finds it advisable to annex such land.

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

Section 1. That the following described land, meeting the conditions for annexation prescribed in K.S.A. 12-520, is hereby annexed and made a part of the City of Ottawa, Kansas:

A tract beginning 248 feet East of the Southwest Corner of the Northeast Quarter, thence East 372 feet, thence North 635.6 feet, thence Westerly 378.9 feet along the railroad right-of-way, thence South 560 feet to point of beginning, less right-of-way, Section 26, Township 16, Range 19 East. Contains 4.87 acres more or less.

Section 2. That this ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

Section 3. A certified copy of this resolution signed by the City Clerk for the City of Ottawa, Kansas, shall be recorded in the Office of the Register of Deeds, and with the County Clerk, Franklin County, Kansas.

PASSED AND APPROVED by the Governing Body of the City of Ottawa, Kansas, this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

City of Ottawa Department of Community Development Department

101 S. Hickory, P. O. Box 60
Ottawa, KS 66067
(785) 229-3620 Fax (785) 229-3625

**PROPERTY OWNER
CONSENT FOR ANNEXATION BY THE CITY OF OTTAWA, KANSAS**

TO: THE GOVERNING BODY OF THE CITY OF OTTAWA, KANSAS:

The undersigned, owners of record of the following described land hereby petition the Governing Body of the City of Ottawa, Kansas to annex such land to the City. The land has a street address of 619 W. Wilson Street, and is described as follows:

A tract beginning 248 feet East of the Southwest Corner of the Northeast Quarter, thence East 372 feet, thence North 635.6 feet, thence Westerly 378.9 feet along the railroad right-of-way, thence South 560 feet to point of beginning, less right-of-way, Section 26, Township 16, Range 19 East. Contains 4.87 acres more or less.

The undersigned further warranty and guarantee that they are the only owners of record of the land. Signed this 3-14-16 day of 3-14, 2016.

A. Leon Rumford
A. Leon Rumford

Bonnie R. Rumford
Bonnie R. Rumford

We do not want our property annexed at this time. 4-5 calves on Pasture
Summer only
Burn brush 1-2 times a year

Date

A. Leon Rumford

Date

Bonnie R. Rumford

ORDINANCE NO. _____

AN ORDINANCE ANNEXING LAND TO THE CITY OF OTTAWA, KANSAS GENERALLY LOCATED AT 701 W. WILSON STREET.

WHEREAS, the following described land is located in Franklin County, Kansas;

WHEREAS, the following described land meets one or more of the conditions prescribed by K.S.A. 12-520(a)(1)-(6); and

WHEREAS, the governing body of the City of Ottawa, Kansas, finds it advisable to annex such land.

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

Section 1. That the following described land, meeting the conditions for annexation prescribed in K.S.A. 12-520, is hereby annexed and made a part of the City of Ottawa, Kansas:

A tract beginning in the Southwest Corner of the Northeast Quarter, thence East 248 feet, thence North 560 feet, thence Southwesterly 251 feet along the railroad right-of-way, thence South 513 feet, to point of beginning, less right-of-way, Section 26, Township 16, Range 19 East. Contains 2.8 acres more or less.

Section 2. That this ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

Section 3. A certified copy of this resolution signed by the City Clerk for the City of Ottawa, Kansas, shall be recorded in the Office of the Register of Deeds, and with the County Clerk, Franklin County, Kansas.

PASSED AND APPROVED by the Governing Body of the City of Ottawa, Kansas, this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

City of Ottawa Department of Community Development Department

RECEIVED

101 S. Hickory, P. O. Box 60
Ottawa, KS 66067
(785) 229-3620 Fax (785) 229-3625

AWAITING ACTION
CITY OF OTTAWA

**PROPERTY OWNER
CONSENT FOR ANNEXATION BY THE CITY OF OTTAWA, KANSAS**

TO: THE GOVERNING BODY OF THE CITY OF OTTAWA, KANSAS:

The undersigned, owners of record of the following described land hereby petition the Governing Body of the City of Ottawa, Kansas to annex such land to the City. The land has a street address of 701 W. Wilson Street, and is described as follows:

A tract beginning in the Southwest Corner of the Northeast Quarter, thence East 248 feet, thence North 560 feet, thence Southwesterly 251 feet along the railroad right-of-way, thence South 513 feet, to point of beginning, less right-of-way, Section 26, Township 16, Range 19 East. Contains 2.8 acres more or less.

The undersigned further warranty and guarantee that they are the only owners of record of the land. Signed this 5th day of March, 2016.

Golden M. Peterson
Golden M. Peterson

I do not want my property annexed at this time.

Date

Golden M. Peterson

CONSULTING SERVICES AGREEMENT

CLIENT	City of Ottawa	Project Name	Ottawa Municipal Airport
Address	101 S. Hickory Street Ottawa, KS 66067		Master Plan and Airport Layout Plan Update
		Project Location	Ottawa Municipal Airport
Telephone	785.229.3600		
Client Contact	Michael Haeffele	Consultant PM	Brad Waller
Client Job No.		Consultant Job No.	

This AGREEMENT is made by and between the City of Ottawa, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows (or shown in Attachment A):

See Attachment A

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- Attachment A: Scope of Services and Fee Estimate
 Attachment B: Schedule of Unit Billing Rates
 Attachment C: _____
 or
 Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- BY LUMP SUM: \$141,410.00.
 BY TIME AND MATERIALS: \$24,000.00.
 BY OTHER PAYMENT METHOD (See Attachment _____): \$ _____.
 AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT	ALFRED BENESCH & COMPANY
BY: _____	BY: <u>Bradley J. Waller</u>
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
DATE: _____, 20____	DATE: <u>April 6</u> , 20 <u>16</u>
TITLE: _____	TITLE: <u>Kansas DM</u>
	BENESCH OFFICE: <u>Manhattan</u>
	ADDRESS: <u>3226 Kimball</u>
	<u>Manhattan, KS</u>
	<u>66503</u>

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

GENERAL CONDITIONS

SECTION I - SERVICES BY CONSULTANT

1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this AGREEMENT are as follows:

ATTACHMENT A: Scope of Services and Fee Estimate

ATTACHMENT B: Schedule of Unit Billing Rates.

ATTACHMENT C: Other Attachments, if any.

or

EXHIBIT A: Work Authorization specifying the Method of Payment, Scope, and Fee.

1.2 Scope of Services and Fees

The services to be performed by CONSULTANT and the associated fee are attached hereto and made a part of this AGREEMENT as ATTACHMENT A or using EXHIBIT A, serially numbered Work Authorizations, and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that CONSULTANT'S fee is not a firm contractual amount except the total fee by the CONSULTANT shall not be exceeded unless authorized in writing by the CLIENT. The intent of the Scope of Services is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Services.

SECTION II - PAYMENTS TO CONSULTANT

2.1 Method of Payment

Payment for CONSULTANT'S personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this AGREEMENT or using EXHIBIT A, serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by CONSULTANT'S personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT'S Schedule of Unit Rates, which is identified, attached hereto, and made a part of this AGREEMENT as ATTACHMENT B.

2.2.2 Chargeable Time

Chargeable time for CONSULTANT'S personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT'S office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT'S office to an assigned work site, and return to CONSULTANT'S office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT'S office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in ATTACHMENT B.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT'S Schedule of Unit Rates, which is identified, attached to, and made a part of this AGREEMENT as ATTACHMENT B.

2.3.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT'S authorized travels and for CONSULTANT'S field personnel; Per Diem expense or actual costs of maintaining CONSULTANT'S field personnel on or near the Project site, for each day of field assignment away from CONSULTANT'S office; and Other Direct Expenses associated with all services provided hereunder and identified in ATTACHMENT B.

2.4 Payment Conditions

2.4.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as a result of CLIENT'S failure to make payments in accordance with this AGREEMENT.

2.4.5 The billing rates specified in ATTACHMENT B for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

SECTION III - Term of Agreement

3.1 Term

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of AGREEMENT

This AGREEMENT may be terminated for convenience on thirty (30) days' written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence and make a continuing effort to effect correction of such non-performance within seven (7) days of written notice.

3.4 Payment for Work Upon Abandonment or AGREEMENT Termination

If CLIENT abandons requested work or terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION IV - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

4.1.2 While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT ten (10) days' advance notice of cancellation or change in the insurance coverage shown on such certificates.

4.3 Successors and Assigns

4.3.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

4.3.2 Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

4.4.2 Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to

CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.6 Severability

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.7 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures according to CONSULTANT's project billing rates, over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

4.8 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.9 CONSULTANT's Personnel at Project Site

4.9.1 The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or

safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

4.9.2 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s) failure to perform their work in accordance with the project documents.

4.10 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

4.11 Disposition of Samples and Equipment

4.11.1 Disposition of Samples

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

4.11.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

4.11.3 Contaminated Equipment

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any

such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.12.1 If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

4.12.2 In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.12.3 CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

SECTION V - Professional Responsibility

5.1 Performance of Services

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

5.2 Limitation of Liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to \$50,000 or CONSULTANT's fee, whichever is greater, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. CLIENT understands that dollar limits higher than that indicated above are available. If CLIENT wishes to discuss these other limits and their impact on CONSULTANT's fee, CLIENT should contact CONSULTANT prior to executing this AGREEMENT.

5.3 No Special or Consequential Damages

CLIENT and CONSULTANT agree that to the fullest extent permitted by law CONSULTANT shall not be liable to CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its agents, subconsultants, and employees harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder, including the transport or disposal of hazardous samples or contaminated equipment by CONSULTANT on behalf of CLIENT, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; **provided that** CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its agents, subcontractors, or employees.

5.5 No Third Party Beneficiaries

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

CLIENT agrees that CONSULTANT's services and work products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

SECTION VI - Governing Law

This AGREEMENT is to be governed by the laws of the State of Illinois.

**ATTACHMENT A
SCOPE OF SERVICES
FOR
AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN (ALP) UPDATE
AT
OTTAWA MUNICIPAL AIRPORT (OWI)
OTTAWA, KANSAS**

Alfred Benesch & Company is pleased to submit the following Scope and Fee estimate for engineering services to provide services for the Ottawa Municipal Airport Master Plan and ALP Update. A breakout of services is identified in greater detail below. Should changes to any element of the scope occur, additional compensation may be required.

Bradley J. Waller, P.E. will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project. Mr. Waller is a registered Professional Engineer licensed to practice in the State of Kansas.

As part of the Master Plan and ALP Update, Benesch will prepare and submit the following deliverables. Each element will be analyzed to the extent required to produce a meaningful product for the Ottawa Municipal Airport.

DELIVERABLES

Technical Report: contains the results of the analyses conducted during the development of the master plan. This will include interim reports that will be used to facilitate Airport Board, City Commission, and the public at large feedback and concurrence. At the conclusion of the study, the interim reports will be compiled into the final technical report. Interim reports will be provided in three ring binders while the final report will be bound together.

Executive Summary: at the front of the Master Plan, this will bring together and highlight important facts, conclusions, and recommendations. This includes the planning process undertaken, the objective of different pieces of the master plan, and results.

ALP Drawing Set: contains a graphical representation of the proposed development in the master plan. The set will be produced as a stand-alone set of full size documents, but will also be discussed in detail and included in reduced form in the Master Plan.

Exhibit A Property Map: a graphical representation of property owned by an airport and any avigation easements purchased from adjacent properties.

TASK 1: NARRATIVE REPORT

All Airport Layout Plan (ALP) update work will be accomplished in accordance with Advisory Circular (AC) 150/5070-6B: Airport Master Plans and AC 150/5300-13A: Airport Design (most recent versions). The update will be broken down into chapters with information as described below, with information collected and summarized as follows:

Executive Summary

Chapter 1: Existing Conditions

- Background Section
 - Airport History
 - Airports Role in the National Airport System
 - Airports role in the Community's Infrastructure
- Inventory and Description of Existing Facilities
 - Airfield/Airspace
 - Terminal Facilities
 - General Aviation Facilities
 - Support Facilities
 - Access, Circulation, and Parking
 - Utilities
 - Surrounding Businesses
 - Recycling, Reuse, and Waste Reduction
- Regional Setting and Land Use
- Environmental Overview
- Develop Socioeconomic Data
- Assemble Historical Aviation Activity

Chapter 2: Aviation Forecasts (consistent with FAA policy)

- National Aviation Trends
- Airport Service Area
- Forecast Methodology
 - Regression Analysis
 - Trend Analysis and Extrapolation
 - Market Share of Ratio Analysis
 - Trend Line Progression
- Forecasts
 - National
 - State and Regional
 - Based Aircraft
 - Fleet Mix
 - Itinerant Operations
 - Local Operations
 - Annual Instrument Approaches
 - FAA's Terminal Forecast
 - Socioeconomic
- Determine Critical Design Aircraft

Chapter 3: Facility Requirements

- Airfield and Airspace Requirements
 - Airfield Capacity Analysis
 - Runway Requirements
 - Dimensional Criteria
 - Orientation
 - Length
 - Width
 - Pavement Design Strength
- Taxiway Requirements
- Electronic, Visual, and Satellite Aids to Navigation
- Airspace Requirements
- Aircraft Storage Facilities
- Transient Aircraft Parking Aprons
- Terminal Facilities
- Support Facilities
 - Airport Maintenance
 - Fuel Dispensing and Storage
 - Aircraft Maintenance
- Ground Access, Circulation, and Parking Requirements
 - Regional Transportation Network
 - On-Airport Circulation
 - Public Parking Facilities
 - Employee Parking

Chapter 4: Alternatives Development and Evaluation

- Airport Alternatives
 - Do Nothing
 - Use of Another Airport System
 - Relocation of Existing Airport
- Airfield Alternatives Development
 - Primary Runway – Three Alternatives
 - Crosswind Runway – Three Alternatives
 - Landside (Hangar Area) – Three Alternatives
- Alternative Analysis
 - Pros
 - Cons
 - Cost Analysis
 - Environmental Overview
- Determine Recommended Alternatives

Chapter 5: Airport Layout Plans

- Complete Checklist
- Drawing Set List
 - Cover Sheet
 - Airport Layout Plan
 - Data Sheet
 - Facilities Layout Plan

- Terminal Area Drawing
- Airport Airspace Drawing
- Inner Portion of the Approach Surface Drawing
- On-Airport Land Use Drawing
- Off Airport Land Use Drawing
- Airport Property Map
- Runway Departure Surface Drawing

Chapter 6: Facilities Implementation Plan

- Formulate Capital Improvement Plan
 - Complete ACIP Data Sheets for New Projects
- Project Sequencing
- Comprehensive Master Schedule

Chapter 7: Financial Feasibility Analysis

- Airport Financial Data Review
 - Airport Business Model
 - Operating Revenue and Expenses
- Sources of Funding
 - Federal Funding
 - State Funding
 - Third Party Funding
- Financial Feasibility
 - Prepare CIP Funding Plan
 - Revenue Airports Financial Structure
 - Revenue Enhancement Opportunities

Project Deliverables

For **review draft** copies, the Consultant will provide the following number of copies:

- Owner: 10 Narrative Reports, 2 ALP Full-Size Drawing Sets
- FAA: 1 Narrative Report, 1 ALP Full-Size Drawing Set, and
1 CD with pdf copies of the ALP

For **final** executable/approval copies, the Consultant will provide the following number of copies:

- Owner: 10 Narrative Reports, 2 ALP Full-Size Drawing Sets and 1
cd/thumb drive with an electronic copy of all documents.
- FAA: 1 Narrative Report, 4 ALP Full-Size Drawing Set and
1 CD with pdf copies of the ALP

TASK 2: PUBLIC INVOLVEMENT PROGRAM

The first step in the ALP update process is to create a public involvement program. Over the course of the study, the public involvement program will encourage information sharing and collaboration among the airport sponsor, users, tenants, resource agencies, elected/appointed public officials, locals businesses, residents, travelers, and the general public. The key to a good public involvement process is to involve stakeholders in the early stages of the planning process before irreversible decisions have been made and

while alternatives can still be considered. The Consultant will attend nine total meetings in Clay Center as described below.

Preliminary Public Meetings (3): Benesch will prepare an agenda, minutes, and a presentation/exhibits for one initial meeting with the Airport Advisory Board. Following that meeting, Benesch will make any changes to submitted material in order to host one public open house/informational meeting. Following that, Benesch will present at one meeting with the City Commission. These meetings will take place at the draft stage of *Chapter 2: Existing Conditions*, and this Chapter will be distributed to all board members and elected official at least 10 days prior to the meeting for review. The purpose of this meeting is to discuss the existing airport and approve Chapters 1 and 2.

50% Submittal Public Meetings (3): Benesch will prepare an agenda, minutes, and a presentation/exhibits for one 50% submittal meeting with the Airport Advisory Board. Subsequent to that meeting, Benesch will make required changes and updates to the material in order to host one public open house/informational meeting. Finally, Benesch will present at one meeting with the City Commission. These meetings will take place at the draft stage of *Chapter 3: Facility Requirements* thru *Chapter 4: Alternatives Development and Evaluation*. These Chapters will be distributed to all board members and elected official at least 10 days prior to the meeting for review. The purpose of this meeting is to approve Chapters 3 and 4, and select alternatives for the runway(s) and terminal area.

Final Public Meetings (3): Benesch will prepare an agenda, minutes, and a presentation/exhibits for one final meeting with the Airport Advisory Board. Following that meeting, Benesch will make any changes to submitted material in order to host one public open house/informational meeting. Following that, Benesch will prepare the final master plan to present at one meeting with the City Commission. All Chapters will be distributed to all board members and elected official at least 10 days prior to the meeting for review. These meetings will take place upon finishing the draft master plan and ALP update, with the purpose of obtaining City Commission approval of the finished Master Plan.

Documentation of the Public Involvement Program: Documentation of the public involvement program will appear as an appendix to the Master Plan. This will include copies of meeting agendas, meeting minutes, advertisements, newsletters, and other elements of the public awareness campaign that will comprise the official record of the public involvement program.

TASK 3: SURVEY

The topographic survey will be completed by Garber Surveying Services, P.A. The scope for Garber to complete the survey work is attached to this proposal.

TASK 4: PROJECT MANAGEMENT

This task involves all project management necessary to insure the Master Plan and ALP are completed appropriately along with coordinating all aspects of the project with the project team members. This task also involves Quality Control/Quality Assurance reviews of the finished products, and coordination with the client and FAA as needed.

PROJECT SCHEDULE

The project will be completed on the schedule shown below. It is based on an assumed receipt of a notice-to-proceed. Should a notice-to-proceed not be received by the date shown, the schedule will be adjusted accordingly.

March 17, 2016 (Wednesday)	Complete FAA Grant Authorization/Consultant NTP
May 28, 2016 (Friday)	Submit Chapters 1 & 2 to Airport Board for Review
June 9, 2016 (Wednesday)	Approval of Chapters 1 & 2 by Airport Board
June 15, 2016 (Wednesday)	Public Open House
June 24, 2016 (Friday)	Submit Chapters 1 & 2 to Commission for Review
July 6, 2016 (Wednesday)	Approval of Chapters 1 & 2 by Commission
September 9, 2016 (Friday)	Submit Chapters 3, 4, & 5 to Airport Board for Review
September 21, 2016 (Wednesday)	Approval of Chapters 3, 4, & 5 by Airport Board
September 28, 2016 (Wednesday)	Public Open House
October 7, 2016 (Friday)	Submit Chapters 3, 4, & 5 to Commission for Review
October 19, 2016 (Wednesday)	Approval of Chapters 3, 4, & 5 by Commission
December 30, 2016 (Friday)	Submit Chapters 6 & 7 to Airport Board for Review
January 11, 2017 (Wednesday)	Approval and Acceptance of Master Plan by Airport Board
January 25, 2017 (Wednesday)	Public Open House
February 3, 2017 (Friday)	Submit Chapters 6 & 7 to Commission for Review
February 15, 2017 (Wednesday)	Approval and Acceptance of Master Plan by Commission

SUMMARY OF FEES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Payment shall be **total amount of one-hundred sixty-five thousand, four-hundred ten dollars (\$165,410.00), which is \$141,410.00 in lump sum and \$24,000 in not-to-exceed amounts.** A breakdown of the fees is shown on *Exhibit A*, attached and made a part hereto. Payment shall be due monthly based on the percentage of work completed.

Exhibit A - Consultant Fee Breakdown

Project Name: Ottawa Municipal Airport Master Plan
Client: City of Ottawa, Kansas
Date Prepared: April 6, 2016

Overhead Rate 158.60%
Profit 15%

Task #	Task Description	Princ.	Sr. Proj. Mgr.	Proj. Scien. II	Proj. Eng. I	Designer I	Tech. Spec.	Admin. Asst.	Intern	Party Chief	Deliverables	Vehicle (day)	Subconsultant	Total
		\$65.00	\$54.00	\$66.00	\$32.00	\$26.00	\$29.00	\$16.50	\$13.00	\$80.00	\$50.00	\$65.00	1	
		Personnel Hours										Expenses		
Task 1	Narrative Report													
1.1	Executive Summary		4		16									
	Existing Conditions		24		60		40							
	Aviation Forecasts		40		80									
	Facility Requirements		55		100		20							
	Alternatives Development and Evaluation		16		60		80							
	Airport Layout Plans		40		120		120							
	Facilities Implementation Plan		8		40		40							
	Financial Feasibility Analysis		40		40									
	HOURS SUBTOTAL	0	227	0	516	0	300	0	0	0	0	0	0	0
	COST SUBTOTAL	\$0.00	\$12,258.00	\$0.00	\$16,512.00	\$0.00	\$8,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		LABOR HOURS: 1043		LABOR COSTS: \$37,470.00		OVERHEAD \$59,427.42		FIXED FEE \$14,534.61		EXPENSES \$0.00		\$111,430.00		
Task 2	Public Involvement Program													
2.1	3 - Preliminary Public Meetings		24		12						3	3		
2.2	3 - 50% Submittal Public Meetings		24		12						3	3		
2.3	3 - Final Public Meetings		24		12						3	3		
2.4	Documentation of Public Involvement		4		16									
	HOURS SUBTOTAL	0	76	0	52	0	0	0	0	0	9	9		
	COST SUBTOTAL	\$0.00	\$4,104.00	\$0.00	\$1,664.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00	\$585.00	\$0.00	
		LABOR HOURS: 128		LABOR COSTS: \$5,768.00		OVERHEAD \$9,148.05		FIXED FEE \$2,237.41		EXPENSES \$1,035.00		\$18,180.00		
Task 3	Survey													
3.1	Topographic Survey													\$24,000.00
	HOURS SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0		\$24,000.00
	COST SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00	
		LABOR HOURS: 0		LABOR COSTS: \$0.00		OVERHEAD \$0.00		FIXED FEE \$0.00		EXPENSES \$24,000.00		\$24,000.00		
Task 4	Project Management													
4.1	Project Administration/Management		32											
4.2	QC/QA		32		16									
	HOURS SUBTOTAL	0	64	0	16	0	0	0	0	0	0	0	0	0
	COST SUBTOTAL	\$0.00	\$3,456.00	\$0.00	\$512.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		LABOR HOURS: 80		LABOR COSTS: \$3,968.00		OVERHEAD \$6,293.25		FIXED FEE \$1,539.19		EXPENSES \$0.00		\$11,800.00		
		LABOR HOURS: 1251		LABOR COSTS: \$47,206.00		OVERHEAD \$74,868.72		FIXED FEE \$18,311.21		EXPENSES \$25,035.00		\$0.00		\$165,410.00

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Garber Surveying Service, P.A.

Branch Offices
511 North Poplar Street
Newton, KS 67114
Office: (316) 283-5053
Fax: (316) 283-5073

115 E. Marlin, Suite 102
McPherson, KS. 67460
Office: (620) 241-4441
Fax: (620) 241-4458

April 4, 2016

Brad Waller
Alfred Benesch & Company
3226 Kimball Avenue
Manhattan, KS 66503

RE: Ottawa Municipal Airport Topographic Survey -- Ottawa, Kansas

Dear Brad:

This letter constitutes our proposal to provide a topographic survey of the City of Ottawa Municipal Airport property. The scope of work included in this proposal will be in accordance with the requirements set forth to update Airport Master Plan, and is generally outlined as follows:

SCOPE OF WORK

- The following items shall be collected with the survey or identified on the AutoCAD file or other associated electronic files of the project:
 - True and Magnetic North including the year of magnetic declination
 - Airport Reference Point and associated data
 - Ground contours at 2' and 10' intervals
 - Runway elevations
 - Displaced threshold elevations
 - Touchdown zone elevations
 - Intersection elevations
 - Runway high and low points
 - Roadways intersecting the runway protection zone edges
 - Structures on airport property including height of structure
 - Orientation of the runway to the nearest 0.01 degree
 - Runway lighting
 - End coordinates of the end of runway at the centerline
 - Airport elevation
 - Maximum elevation of mean seal level of airport property
 - Length and width of runway
 - Ground profile along the extended runway centerline as required
 - All significant objects and top elevations with the approach surfaces
 - Existing obstruction markings

Daniel E. Garber – Registered Land Surveyor
Nicholas D. Schmidt – Registered Land Surveyor
Members: Kansas Society of Land Surveyors
American Congress on Surveying and Mapping

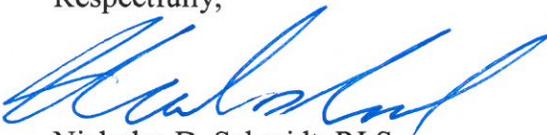
- Terrain and significant objects such as fences, roadways, streams, and structures within the airport property.
- Roadways adjacent to airport property to centerline of roadway
- Locate existing property boundary control monuments
- Existing property boundary control monuments
- Horizontal control points with NAD 83 Kansas Zone 1502 coordinates and benchmarks in NAVD 88 vertical datum.
- Prepare survey drawing basemap in AutoCAD format.
- Submit AutoCAD file of the survey.

COMPENSATION FOR SERVICES

Our fee for the above outlined scope of work will be a NOT TO EXCEED fee of Twenty Four Thousand Dollars (\$24,000)

Should you have any questions regarding the project or this proposal, please call me at 620-245-4360 or your earliest convenience and I'll be happy to address them. Thank you for the opportunity to quote our services for this project.

Respectfully,



Nicholas D. Schmidt, RLS