



CITY OF
WICHITA

PUBLIC WORKS - ENGINEERING

FAX TRANSMITTAL

DATE: 5/08/02

FROM: Vicky Huang

TO: Tom Judkins,

Phone: 402-997-3546

Fax: 402-997-3601

SUBJ: Agreement

See the City's web site at www.wichitagov.org

Number of pages including cover 2

Tom:

I have prepared a letter for the water line project along 45th St. using the same statement of Self-Insurance. Please have it signed and send back to us. I will forward the paper copy in the mail.

City Engineer's Office
 City of Wichita
 455 N. Main, 7th Floor
 Wichita, Kansas 67202
 Office-316-268-4501
 Fax-316-268-4114 or 337-9021



Department of Public Works

May 1, 2002

RE: Folder No. 02081-09

Mr. Tom Judkins, Contracts Representative
Union Pacific Railroad Company
1800 Farnam Street
Omaha, Nebraska 68102

Dear Mr. Judkins,

The City's Law Department has reviewed the railroad agreement for the proposed encased 16-Inch water line construction crossing the Union Pacific Railroad Property at Mile Post 238.450 at Wichita, Sedgwick County Kansas. They have asked that Article V be amended to reflect that the City of Wichita is a self-insured public entity and will self-insure the Insurance obligations.

This letter is a certification of the fact that the City of Wichita is a self-insured public entity and hereby stipulates that it has the financial resources to respond to any liability arising from its contractual obligations, including but not limited to general liability, property damage, automobile liability, leased property, and workers compensations or similar programs.

Sincerely yours,

Michael E. Lindebak P.E.
City Engineer
City of Wichita

Union Pacific Railroad hereby acknowledges that the City of Wichita has elected to self-insure the insurance requirements outlined in Article V.

By: _____

Engineering Division

City Hall • 7th Floor • 455 North Main • Wichita, Kansas 67202-1620

T 316.268.4501 F 316.268.4114

www.wichitagov.org

UNION PACIFIC RAILROAD COMPANY

Real Estate Department

R. D. Uhrich
Assistant Vice President
J. L. Hawkins
General Director - Real Estate Operations
M. E. Heenan
Director - Real Estate Operations
G. L. Pinker
Director - Contracts
M. B. Stevenson
Assistant Director - Contracts



1800 Farnam Street
Omaha, Nebraska 68102
Fax: (402) 997-3601

D. D. Brown
General Director - Real Estate
G. B. Collins
Director - Real Estate
T. K. Love
General Director - Real Estate
B. P. Morrissey
Director - Real Estate
J. P. Gade
Director - Facility Management

April 25, 2002
Folder No. 02081-09

RECEIVED

APR 29 2002

CITY - ENGINEERING

VICKY HUANG
CITY HALL
ENGINEERING DIVISION
455 NORTH MAIN
WICHITA KS 67202

Re: Proposed Encased 16.5" Water Pipeline Crossing of Railroad Property at Mile Post 238.450 on the Lost Springs Subdivision at or near Wichita, Sedgwick County, Kansas

Dear Ms. Huang:

Attached are duplicate originals of an agreement covering your use of the Railroad Company's right of way. Please execute or arrange for execution of the attached document and have the signatures witnessed or attested, as indicated. Please RETURN ALL COPIES of the document for execution on behalf of the Railroad Company in the enclosed self-addressed envelope. Your copy of the fully-executed document will be returned to you, if approved by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, and Insurance Certificates, as required by the agreement.

Also attached is Contractor's Right of Entry Agreement which must be executed and returned in accordance with the attached agreement, if work is to be performed by a contractor.

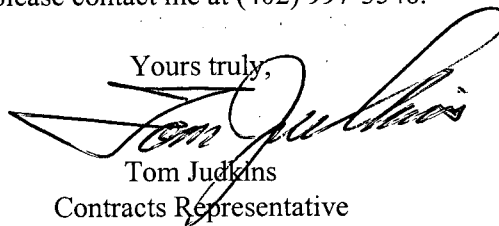
Payment in the amount of One Thousand Five Hundred Dollars (\$1,500.00) is due and payable upon your execution of the agreement. Please include your check, **with Folder No. 02081-09 written on the front**, made payable to Union Pacific Railroad Company, with the return of the documents. This agreement will not be accepted by the Railroad Company until the initial payment is received and all Insurance Certificates are in proper form. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's policy regarding Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

***The insurance coverage can be resolved by applying the Statement of Self-Insurance, as soon as that is worked out and provided per the last application by the City.**

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 997-3546.

Yours truly,

A handwritten signature in black ink, appearing to read "Tom Judkins", written in a cursive style. The signature is positioned above the printed name and title.

Tom Judkins

Contracts Representative

RESOLUTION

WHEREAS, UNION PACIFIC RAILROAD COMPANY has tendered to CITY OF WICHITA, KANSAS an agreement covering a pipeline crossing at Wichita, Sedgwick County, Kansas; and

WHEREAS, the City Council of CITY OF WICHITA, KANSAS has said proposed agreement before it and has given it careful review and consideration; and

WHEREAS, it is considered that the best interests of said City will be subserved by the acceptance of said agreement;

THEREFORE, BE IT RESOLVED by City Council of CITY OF WICHITA, KANSAS:

That the terms of the agreement submitted by UNION PACIFIC RAILROAD COMPANY as aforesaid be, and the same are hereby, accepted on behalf of said City;

That the Mayor of said City is hereby authorized, empowered and directed to execute said agreement on behalf of said City and that the City Clerk of said City is hereby authorized and directed to attest said agreement and to attach to each duplicate original of said agreement a certified copy of this Resolution.

STATE OF _____)
) ss
COUNTY OF _____)

I, _____, City Clerk of CITY OF WICHITA, KANSAS, hereby certify that the above and foregoing is a true, full and correct copy of a resolution adopted by the City Council of CITY OF WICHITA, KANSAS at a meeting held according to law at Wichita, Kansas, on the _____ day of _____, 20____, as the same appears on file and of record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City, this _____ day of _____, 20____.

City Clerk of CITY OF WICHITA, KANSAS

State of _____



CITY OF
WICHITA

PUBLIC WORKS - ENGINEERING

FAX TRANSMITTAL

DATE: 5/2/02

FROM: Vicky Haug

TO: Tom Judkins

Phone: 402-997-3546

Fax: 402-997-3601

SUBJ: Agreement

See the City's web site at www.wichitago.org

Number of pages including cover 5

Tom:

I have obtained the signature of City manager on the agreement and am sending the agreement w/ check in the mail this afternoon. Our contractor is anxious to get started. I would appreciate any help you can give on this matter.

City Engineer's Office
 City of Wichita
 455 N. Main, 7th Floor
 Wichita, Kansas 67202
 Office-316-255-4507
 Fax-316-258-4114 or 337-9021

**PIPELINE CROSSING
AGREEMENT**

Mile Post: 480.100, Wichita Subdivision
Location: Wichita, Sedgwick County, Kansas

THIS AGREEMENT is made and entered into as of December 20, 2001, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Licensor"), and **CITY OF WICHITA**, a Kansas municipal corporation, whose address is City Hall 7th Floor, 455 North Main, Wichita, Kansas 67202 (hereinafter the "Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS:**

Article I. LICENSE FEE

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time license fee of **ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)**.

Article II. LICENSOR GRANTS RIGHT.

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate only an

encased sanitary sewage pipeline crossing (hereinafter the "Pipeline")

in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated December 20, 2001, marked Exhibit A. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than the above-mentioned, and said Pipeline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article III. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, hereto attached.

Article IV. IF WORK IS TO BE PERFORMED BY CONTRACTOR.

If a contractor is to do any of the work performed on the Pipeline (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Railroad's form Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's premises without first executing the Contractor's Right of Entry Agreement.

Article V. INSURANCE

- A. The Licensee, at its expense, shall obtain the insurance described in Exhibit B-1, hereto attached. The Licensee will also provide to the Licensor a Certificate of Insurance, **identifying Folder No. 02052-10**, issued by its insurance carrier confirming the existence of such insurance and that the policy or policies contain the following endorsement:

UNION PACIFIC RAILROAD COMPANY is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the 'Pipeline' located on Railroad right-of-way at Mile Post 480.100 on the WICHITA Subdivision, at or near Wichita, Sedgwick County, Kansas.

- B. If the Licensee named in this Agreement is a public entity subject to any applicable statutory tort laws, the limits of insurance described in Exhibit B-1 shall be the limits the Licensee then has in effect or which is required by applicable current or subsequent law, whichever is greater, a portion of which may be self-insured with the consent and approval of the Licensor

- C. All insurance correspondence shall be directed to:

Folder No. 02052-10
Union Pacific Railroad Company
Real Estate Department
1800 Farnam Street
Omaha, NE 68102

Article VI. TERM.

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

Article VII. SPECIAL PROVISIONS -- NONE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Contracts Representative

CITY OF WICHITA

By: _____

Title _____

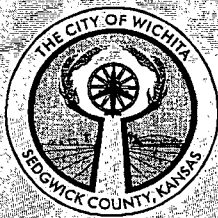
APPROVED:

Greg E. Reber

CITY OF WICHITA
 City Treasurer's Office
 455 N. Main, 12th Floor
 Wichita, Kansas 67202
 (316) 268-4651

Date: 02/08/2002
 Vendor Number: 136400825
 Check Number: 000120929
 Vendor Name: UNION PACIFIC RAILROAD CO

Voucher No.	PO Number	Invoice Number	Remittance Description	Invoice Amount	Discount Amount
AV200911/001		2052101201	License for 18" SS Pipeline X'g 743903	1,500.00	.00
				TOTAL *****1,500.00	



WARRANT
CHECK

BY ORDER OF THE GOVERNING BODY
 ISSUED, SIGNED, COUNTERSIGNED AND RECORDED
 COMMERCE BANK, N.A.
 WICHITA, KANSAS 67202

CHECK NUMBER **000120929**

VOID AFTER 90 DAYS

CITY OF WICHITA

City Treasurer's Office
 455 N. Main, 12th Floor
 Wichita, Kansas 67202

40-54
1011

DATE
02/08/2002

CHECK AMOUNT
*******1,500.00**

PAY One Thousand Five Hundred and NO/100 Dollars

TO THE UNION PACIFIC RAILROAD CO
 ORDER 1446 DODGE ST RM 930
 OF OMAHA NE 68170-0930

Folder No. 02052-10

Chris Cherches
 City Manager

Ray Trail
 Director of Finance

Carla D. Palmer
 City Treasurer

⑈000120929⑈ ⑆101100540⑆ 670017091⑈

UNION PACIFIC RAILROAD
REAL ESTATE DEPARTMENT
1800 FARNAM STREET
OMAHA NE 68102
FAX: 402-997-3601
(Alt. Fax: 402-997-3293)



Fax

VICKY HUANG

From: TOM JUDKINS

CITY OF WICHITA.....

402-997-3546

Fax: 316-268-4114

Pages:

Phone:

Date: 05/01/02

Re: REAL ESTATE AGREEMENT

CC: File

Urgent For Review Please Comment Please Reply Please Recycle

FOLDER: 2052-10

AUDIT: N/A

VICKY.....OUR INSURANCE LAWYER WHO WORKED OUT THE INSURANCE ISSUE WITH THE CITY, HAS REVIEWED AND SIGNED OFF ON THE CITY'S REVISED SELF INSURANCE LETTER....SO, AS THIS IS NOW ACCEPTABLE, PLEASE FORWARD THE SIGNED LICENSE DOCUMENTS AND WE CAN PROCESS THE UTILITY LICENSE AND MOVE FORWARD.....AS WE DISCUSSED, ON THE OTHER OUTSTANDING LICENSE ISSUE, A STATEMENT OF THE SAME WILL MEET OUR REQUIREMENTS FOR THAT ONE, AS WELL...I WANT TO THANK YOU FOR YOUR HELP IN THIS RESOLVE!.....ANY FURTHER QUESTIONS, CONTACT ME.....AGAIN.....THANX, FOR YOUR CONTINUED COOPERATION!!...



Department of Public Works

April 29, 2002


RE: Folder No. 02052-10
Mr. Tom Judkins, Contracts Representative
Union Pacific Railroad Company
1800 Farnam Street
Omaha, Nebraska 68102

Dear Mr. Judkins,

The City's Law Department has reviewed the railroad agreement for the proposed encased 18-Inch sewer line construction crossing the Union Pacific Railroad Property at Mile Post 480.100 at Wichita, Sedgwick County Kansas. They have asked that Article V be amended to reflect that the City of Wichita is a self-insured public entity and will self-insure the Insurance obligations.

This letter is a certification of the fact that the City of Wichita is a self-insured public entity and hereby stipulates that it has the financial resources to respond to any liability arising from its contractual obligations, including but not limited to general liability, property damage, automobile liability, leased property, and workers compensations or similar programs.

Sincerely yours,


Michael E. Lindbak P.E.
City Engineer
City of Wichita

Union Pacific Railroad hereby acknowledges that the City of Wichita has elected to self-insure the insurance requirements outlined in Article V.

By: 

Engineering Division

City Hall - 7th Floor - 455 North Main - Wichita, Kansas 67202-1620

T 316.268.4501 F 316.268.4114

www.wichitagov.org

UNION PACIFIC RAILROAD COMPANY

Real Estate Department

R. D. Uhrich
Assistant Vice President
J. A. Anthony
Director - Contracts
D. D. Brown
Director - Real Estate
M. W. Casey
General Director - Special Properties
J. P. Gade
Director - Facility Management



1800 Farnam Street
Omaha, Nebraska 68102
Fax: (402) 997-3601

J. L. Hawkins
General Director - Real Estate Operations
M. E. Heenan
Director - Real Estate Operations
D. H. Lightwine
Director - Real Estate
T. K. Love
Director - Real Estate

December 20, 2001
Folder No. 02052-10

RECEIVED
DEC 24 2001
CITY - ENGINEERING

VICKY HUANG
CITY OF WICHITA
CITY HALL 7TH FLOOR
455 NORTH MAIN
WICHITA KS 67202

Re: Proposed Encased 18" Sanitary Sewage Pipeline Crossing of Railroad Property at Mile Post 480.100 on the Wichita Subdivision at or near Wichita, Sedgwick County, Kansas

Dear Ms. Huang:

It was noted that you had included a document to show dedication of this street, however, in our Engineering review of the description the language covered property on the East and West side of the RR Right of Way, but, did not include that area. Therefore, we have issued the attached License for execution.

Attached are duplicate originals of an agreement covering your use of the Railroad Company's right of way. Please execute or arrange for execution of the attached document and have the signatures witnessed or attested, as indicated. Please RETURN ALL COPIES of the document for execution on behalf of the Railroad Company in the enclosed self-addressed envelope. Your copy of the fully-executed document will be returned to you, if approved by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, and Insurance Certificates, as required by the agreement.

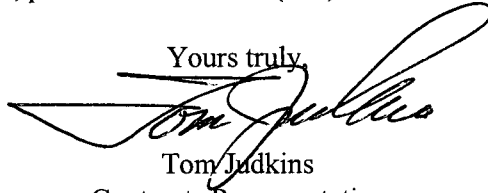
Also attached is Contractor's Right of Entry Agreement which must be executed and returned in accordance with the attached agreement, if work is to be performed by a contractor.

Payment in the amount of One Thousand Five Hundred Dollars (\$1,500.00) is due and payable upon your execution of the agreement. Please include your check, **with Folder No. 02052-10 written on the front**, made payable to Union Pacific Railroad Company, with the return of the documents. This agreement will not be accepted by the Railroad Company until the initial payment is received and all Insurance Certificates are in proper form. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's policy regarding Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 997-3546.

Yours truly,

A handwritten signature in black ink, appearing to read "Tom Judkins", with a large, sweeping flourish extending to the left.

Tom Judkins
Contracts Representative

UNION PACIFIC RAILROAD
REAL ESTATE DEPARTMENT
1800 FARNAM STREET
OMAHA NE 68102
FAX: 402-997-3601
(Alt. Fax: 402-997-3293)



Fax

VICKY HUANG

From: TOM JUDKINS

CITY OF WICHITA.....

402-997-3546

Fax: 271-3160

Pages:

Phone:

Date: 04/29/02

Re: REAL ESTATE AGREEMENT

CC: File

Urgent For Review Please Comment Please Reply Please Recycle

FOLDER: 2052-10

AUDIT: N/A

VICKY.....I RECEIVED YOUR FAX WITH THE UPDATED STATEMENT OF SELF INSURANCE....I HAVE PASSED ON TO THE INSURANCE DEPT AND AS SOON AS I HAVE A RESPONSE FROM THEM I WILL LET YOU KNOW (I BELIEVE THEY WILL BE THE SIGNATURE PARTY FOR THAT LETTER ON BEHALF OF THE RR).....I THANK YOU,,,VERY MUCH,,,FOR YOUR HELP IN RESOLVING THIS LINGERING ISSUE....THERE IS ANOTHER AGREEMENT IN THE WORKS WITH THE CITY AND WE WILL ACCEPT THIS LANGUAGE IN A STATEMENT OF THE SAME FOR THAT LICENSE WHEN EXECUTED.....AGAIN.....THANX, FOR YOUR CONTINUED COOPERATION!!...



Department of Public Works

April 29, 2002

RE: Folder No. 02052-10

Mr. Tom Judkins, Contracts Representative
Union Pacific Railroad Company
1800 Farnam Street
Omaha, Nebraska 68102

Dear Mr. Judkins,

The City's Law Department has reviewed the railroad agreement for the proposed encased 18-Inch sewer line construction crossing the Union Pacific Railroad Property at Mile Post 480.100 at Wichita, Sedgwick County Kansas. They have asked that Article V be amended to reflect that the City of Wichita is a self-insured public entity and will self-insure the Insurance obligations.

This letter is a certification of the fact that the City of Wichita is a self-insured public entity and hereby stipulates that it has the financial resources to respond to any liability arising from its contractual obligations, including but not limited to general liability, property damage, automobile liability, leased property, and workers compensations or similar programs.

Sincerely yours,

Michael E. Lindebak P.E.
City Engineer
City of Wichita

Union Pacific Railroad hereby acknowledges that the City of Wichita has elected to self-insure the insurance requirements outlined in Article V.

By: _____

Engineering Division

City Hall • 7th Floor • 455 North Main • Wichita, Kansas 67202-1620

T 316.268.4501 F 316.268.4114

www.wichitagov.org

Huang, Vicky

From: Moshier, Doug
Sent: Friday, April 26, 2002 4:30 PM
To: Huang, Vicky
Subject: Union Pacific RR--Oliver & Hillside Sewer Line Crossing

Sensitivity: Private

If they are willing to remove the requirements that we insure in Article V of their agreement, I think that it is fine for Mike to send a letter to them in line with what you faxed me. Before he does, though, you might look at the second sentence of the first paragraph. It doesn't make any sense they way they have lined it out. You might change it to---"They have asked that Article V be amended to reflect that the City will self-insure the insurance obligations."



CITY OF
WICHITA

PUBLIC WORKS - ENGINEERING

FAX TRANSMITTAL

DATE: 4-29-02

FROM: Vicky Huang

TO: Tom Judkins

Phone: 402-997-3546

Fax: 402-997-3601

SUBJ: _____

See the City's web site at www.wichitago.org

Number of pages including cover 2

Dear Tom :

We have revised the "self-insured" letter.
 Please acknowledge and send (Fax) to us.
 I will send the paper copy by mail.

Thanks.

Vicky



PUBLIC WORKS - ENGINEERING

FAX TRANSMITTAL

DATE: 4/26/02

FROM: Vicky Huang

TO: Doug Moshier

Phone: _____

Fax: 268-4335

SUBJ: RR Insurance language

See the City's web site at www.wichitago.org

Number of pages including cover 3

Doug, we received the attached from UPRR.

Please review and let me know if this is

what you worked out w/ their lawyer.

City Engineer's Office
 City of Wichita
 455 N. Main, 7th Floor
 Wichita, Kansas 67202
 Office-316-268-4507
 Fax-316-268-4114 or 337-9021

APR-03-2002 16:32

UPRR INSURANCE DEPT

4022713160

P.02/02



Department of Public Works

January 14, 2002

RE: Folder No. 02052-10

Mr. Tom Judkins, Contracts Representative
 Union Pacific Railroad Company
 1800 Farnam Street
 Omaha, Nebraska 68102

Dear Mr. Judkins,

The City's Law Department has reviewed the railroad agreement for the proposed encased 18-Inch sewer line construction crossing the Union Pacific Railroad Property at Mile Post 480.100 at Wichita, Sedgwick County Kansas. Their comment in regard to Article V about insurance is that since City of Wichita is a self-insured public entity, ~~we will need your consent and approval that this meets 100% of your insurance requirement before we can sign the agreement.~~

This letter is a certification of the fact that the City of Wichita is a self-insured public entity. ~~We request your consent that no other insurance is required.~~

Sincerely yours,

Michael E. Lindebak P.E.
 City Engineer
 City of Wichita

~~Consent by:~~

~~Union Pacific Railroad~~

Union Pacific Railroad acknowledges that the City of Wichita has elected to self-insure the insurance requirements outlined in Article V. The City of Wichita hereby stipulates that it has the financial resources to respond to any liability arising from its contractual obligations, including but not limited to general liability, property damage, automobile liability, leased property, and workers compensation or similar programs.

Engineering Division

City Hall • 7th Floor • 455 North Main • Wichita, Kansas 67202-1620

T 316.288.4501 F 316.268.4114

www.wichitagov.org

UNION PACIFIC RAILROAD
REAL ESTATE DEPARTMENT
1800 FARNAM STREET
OMAHA NE 68102
FAX: 402-997-3601
(Alt. Fax: 402-997-3293)



Fax

MIKE LINDEBAK

From: TOM JUDKINS

CITY OF WICHITA.....

402-997-3546

Fax: 316-268-4114

Pages:

Phone:

Date: 04/29/02

Re: REAL ESTATE AGREEMENT

CC: File

Urgent For Review Please Comment Please Reply Please Recycle

FOLDER: 2052-10

AUDIT: N/A

MIKE.....**additional note... ..ON THE UNEXECUTED AGREEMENT FOR THE 18" SANITARY SEWER LINE NEAR OLIVER & HILLSIDE.....THIS IS BEING HELD UP ON THE INSURANCE LANGUAGE...THE LAST STEP WAS THAT THE RR'S LAW DEPT HAD ADDED LANGUAGE TO THE CITY'S STATEMENT OF SELF INSURANCE AND WANTED THAT REVISED, SIGNED AND RESENT, SO, WE COULD ACCEPT THAT IN PLACE OF THE WRITTEN REQUIREMENTS...AS OF THIS DATE, I HAVE YET TO RECEIVE THIS OR THE SIGNED LICENSE AGREEMENT FROM THE CITY.....CAN YOU, PLEASE, CHECK INTO THE STATUS OF THIS SITUATION...I WOULD LIKE TO GET THIS PROCESSED BEFORE THE LICENSE OFFER EXPIRES

**ALSO, THE CONTRACTOR'S AGREEMENT WITH PAYMENT ARRIVED IN EARLY MARCH AND THE CHECKS SENT ARE NOW BECOMING QUITE DATED...IF THIS IS NOT PROCESSED VERY SOON, WE WILL NEED TO RETURN THOSE CHECKS AND WHEN THIS IS PROCESSED THEY WILL NEED TO PROVIDE NEW PAYMENTS!!.....AGAIN, I AM HOLDING THE CONTRACTOR'S AGREEMENT FOR EXECUTION OF THE LICENSE AGREEMENT.....THANK, FOR YOUR CONTINUED COOPERATION!!...

UNION PACIFIC RAILROAD
REAL ESTATE DEPARTMENT
1800 FARNAM STREET
OMAHA, NE 68102
FAX: 402-997-3601
WWW.UNIONPACIFIC.COM

UNION PACIFIC RAILROAD
REAL ESTATE DEPARTMENT
1800 FARNAM STREET
OMAHA NE 68102
FAX: 402-997-3601
(Alt. Fax: 402-997-3293)



Fax

MIKE LINDEBAK

From: TOM JUDKINS

CITY OF WICHITA.....

402-997-3546

Fax: 316-268-4114

Pages:

Phone:

Date: 04/26/02

Re: REAL ESTATE AGREEMENT

CC: File

Urgent For Review Please Comment Please Reply Please Recycle

FOLDER: 2052-10

AUDIT: N/A

MIKE.....I AM FOLLOWING UP...AGAIN...ON THE UNEXECUTED AGREEMENT FOR THE 18⁷ SANITARY SEWER LINE NEAR OLIVER & HILLSIDE.....THIS IS BEING HELD UP ON THE INSURANCE LANGUAGE....THE LAST STEP WAS THAT THE RR'S LAW DEPT HAD ADDED LANGUAGE TO THE CITY'S STATEMENT OF SELF INSURANCE AND WANTED THAT REVISED, SIGNED AND RESENT, SO, WE COULD ACCEPT THAT IN PLACE OF THE WRITTEN REQUIREMENTS...AS OF THIS DATE, I HAVE YET TO RECEIVE THIS OR THE SIGNED LICENSE AGREEMENT FROM THE CITY.....CAN YOU, PLEASE, CHECK INTO THE STATUS OF THIS SITUATION...I WOULD LIKE TO GET THIS PROCESSED BEFORE THE LICENSE OFFER EXPIRESAGAIN, I AM HOLDING THE CONTRACTOR'S AGREEMENT FOR EXECUTION OF THE LICENSE AGREEMENT.....THANX, FOR YOUR CONTINUED COOPERATION!...

UNION PACIFIC RAILROAD
REAL ESTATE DEPARTMENT
1800 FARNAM STREET
OMAHA NE 68102
FAX: 402-997-3601
(Alt. Fax: 402-997-3293)



✓ Fax 2

MIKE LINDEBAK PE

From: TOM JUDKINS

CITY OF WICHITA.....

402-997-3546

Fax: 316-268-4114

Pages:

T.H.J.

Phone:

Date:

04/04/02 →

APR 10 2002

Re: REAL ESTATE AGREEMENT

CC: File

Urgent For Review Please Comment Please Reply Please Recycle

FOLDER: 2052-10

AUDIT: NOT ASSIGNED

MIKE..... THIS CONCERNS THE PROPOSED 18" SANITARY SEWER BETWEEN OLIVER AND HILLSIDE.....OUR LAWYERS HAD BEEN GRAPPLING WITH THE INSURANCE COVERAGE ISSUE.....ATTACHED IS THE LATEST STEP.....OUR INSURANCE/LAW DEPT CONTACT, DAVID PINCOCK HAD BEEN WORKING WITH DOUG MOSHIER, OF THE CITY, AND HAS REVISED THE "SELF INSURANCE" ;LETTER.....PLEASE, REVIEW AND REVISE AND FORWARD FOR OUR SIGNATURE.....IF THIS NEEDS TO BE DISCUSSED FURTHER, MR. PINCOCK CAN BE REACHED AT 402-271-2154.....ANY OTHER DISCUSSION OR QUESTIONS, PLEASE, CONTACT ME....THANX, AGAIN, FOR YOUR COOPERATION!!...



Department of Public Works

January 14, 2002

RE: Folder No. 02052-10

Mr. Tom Judkins, Contracts Representative
Union Pacific Railroad Company
1800 Farnam Street
Omaha, Nebraska 68102

Dear Mr. Judkins,

The City's Law Department has reviewed the railroad agreement for the proposed encased 18-Inch sewer line construction crossing the Union Pacific Railroad Property at Mile Post 480.100 at Wichita, Sedgwick County Kansas. Their comment in regard to Article V about insurance is that since City of Wichita is a self-insured public entity, we will need your consent and approval that this meets 100% of your insurance requirement before we can sign the agreement.

This letter is a certification of the fact that the City of Wichita is a self-insured public entity. We request your consent that no other insurance is required.

Sincerely yours,

Michael E. Lundebak P.E.
City Engineer
City of Wichita

Consent by: _____

Union Pacific Railroad

Engineering Division

City Hall • 7th Floor • 455 North Main • Wichita, Kansas 67202-1620

T 316.268.4501 F 316.268.4114

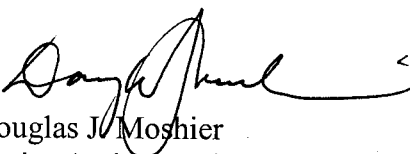
www.wichitagov.org



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Vicki Huang, Subdivision Design, Public Works
FROM: Douglas J. Moshier, Senior Assistant City Attorney
SUBJECT: Encased 18" Sanitary Sewage Pipeline Crossing of Railroad Property
DATE: January 8, 2002

The attached Pipeline Crossing Agreement between the City of Wichita and Union Pacific Railroad Company, pertaining to the above-referenced project, has been reviewed. This agreement cannot be approved until the railroad acknowledges that the City may self-insure all required insurance.


Douglas J. Moshier
Senior Assistant City Attorney

DJM:cdh

Attachment

RECEIVED

JAN - 9 2002

CITY - ENGINEERING

Real Estate Department
Union Pacific Railroad
1800 Farnam Street
Omaha NE 68102

Union Pacific Railroad Company

March 8, 2002

**MICHAEL LINDEBAK PE
CITY OF WICHITA
455 NORTH MAIN 7TH FLOOR
WICHITA KS 67202-1620**

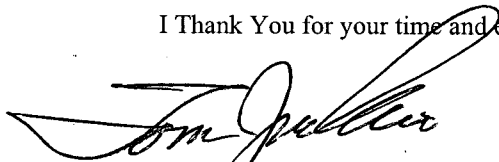
**PROJECT: PIPELINE CROSSING AGREEMENT
UPRR FOLDER NO.(S): 2052-10
UPRR AUDIT NO.(S): NOT ASSIGNED**

Dear Mr. Lindebak:

I am the Contract Representative for the Railroad's Real Estate Department and I have the State of Kansas in my territories. I received your letter of January 14, 2002 regarding the Insurance requirements listed on our proposed Crossing Agreement. This project involves installation of an 18" sewer line near our Mile Post 480.10 (at Highway 96). The Agreement had been sent for execution in December 2001. When I received those documents, the Insurance Article had been questioned. In a phone conversation with your Vicky Huang, it was stated that the City was self insured and would send a statement or language to that effect.

Upon receipt of your letter, I had forward this response on to the Insurance and Law Departments for their opinions. We are aware of Kansas statutes regarding limitations for municipalities, but what they asked to see is what coverages you actually have, that we would be accepting. If you would, please, provide a certificate or statement of the parameters, we will review and respond.

I Thank You for your time and effort!



Tom Judkins
Contract Representative
Phone: 402-997-3546
Fax: 402-997-3601

*Doug Mosher
268-4681*