



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
April 18, 2023 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Tyler Dehn ____ Emily Hamburg ____
Justin Smith ____ John Welch ____

III. OPENING PRAYER: Pastor Gary Green

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. Approve Minutes of the April 4, 2023 City Council meeting.

B. Approve an application by Seiko, LLC (dba Mirai Ramen & Sushi) for license to sell cereal malt beverages for consumption on the premises at 6254 E 37th St N Ste 180, Bel Aire, KS.

C. Accept Zoning Certificate related to liquor license application (Mirai Ramen & Sushi) for premises at 6254 E 37th St N, STE 180, Bel Aire, 67220.

Action: Motion to (approve / table / deny) the Consent Agenda as (listed / amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

VII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No 23-07 in the amount of \$1,714,488.12.

Action: Motion to (approve / deny / table) Appropriations Ordinance No 23-07.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES: Special Presentation to Gary Northwall

IX. CITIZEN CONCERNS: *If you wish to speak, please fill out a "Request to Speak" card at the podium and give it to the City Clerk before the meeting begins. When you are called on by the Mayor, please go to the podium, speak into the microphone, and state your name and address before giving your comments. Please limit your comments to 3 minutes in the interest of time. If more time is needed, you may request an extension from the Mayor.*

X. REPORTS

- A. Council Member Reports**
- B. Mayor's Report**
- C. City Attorney Report**
- D. City Manager Report**

XI. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of approving Bel Aire's cost share of \$11,200.00 to KDOT for the K-254 Corridor Management Plan.

Action: Motion to (approve / deny / table) Bel Aire's cost share payment of \$11,200.00 to KDOT for the K-254 Corridor Management Plan and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration of authorizing the purchase of a used Vac Truck for Public Works at a price not to exceed \$280,000. The City Manager and Public Works Director will negotiate the purchase when a used truck that meets certain specifications becomes available.

Action: Motion to (authorize / deny / table) the City Manager to negotiate the purchase of a used Vac Truck for Public Works, meeting certain specifications listed in the staff report, for a price not to exceed \$280,000.

Motion _____ Second _____ Vote _____

C. Consideration of Proposed Change Order 13 for the storm sewer adjustments to Line 4, north of Crestmark in the amount of \$31,734.15.

Action: Motion to (approve / deny / table) the quote from Dondlinger Construction in the amount of \$31,734.15 for the storm sewer adjustment to Line 4 north of Crestmark, and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

A. Executive Session

Action: Motion to go into executive session for the sole purpose of discussing the subject of: Attorney-Client consultation regarding contractual obligations pursuant to KSA 75-4319 exception for attorney-client privilege. Invite the City Manager, Interim City

Attorney, Brian Meier and Ken Lee. The meeting will be for a period of (____) minutes, and the open meeting will resume in City Council Chambers at (_____) p.m.

Motion _____ Second _____ Vote _____

B. Executive Session

Action: Motion to go into executive session for the sole purpose of discussing the subject of: matters of non-elected personnel; pursuant to the KSA 75-4319 exception for the same. Invite the City Manager. The meeting will be for a period of ____minutes, and the open meeting will resume in Council Chambers at _____PM.

Motion _____ Second _____ Vote _____

XIII. DISCUSSION AND FUTURE ISSUES

A. Council meeting schedule – July 4th conflict?

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments

- A.** Community Development Staff Report - March 2023
- B.** Finance Report - March 2023
- C.** Recreation Activities March 2023
- D.** Sedgwick County EOC Reports - March 2023
- E.** Task Force Minutes 3-13-2023
- F.** Tree Board Minutes February 2023
- G.** UAC Minutes March 2023
- H.** City Manager's Report - April 18, 2023

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Video of this meeting can be streamed on YouTube and at www.belaireks.gov. Please make sure all cell phones and other electronics are turned off and put away.



MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
April 04, 2023 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 7:00 p.m.

II. ROLL CALL

Present were Greg Davied, Tyler Dehn, Emily Hamburg, Justin Smith, and John Welch.

Also present were City Manager Ty Lasher, Interim City Attorney Jennifer Hill, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Mark Posson provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. PROCLAMATION

A. Arbor Day - April 29, 2023

Mayor Benage read and signed the proclamation.

VI. DETERMINE AGENDA ADDITIONS: There were no additions.

VII. CONSENT AGENDA

A. Minutes of the March 21, 2023 City Council meeting.

Councilmember Welch noted in the motion for item VI. E., the word “moved” was omitted and should be added.

MOTION: Councilmember Smith moved to approve the Consent Agenda as amended and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 5-0.***

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 23-06 in the amount of \$1,300,914.49.

MOTION: Councilmember Davied moved to approve Appropriations Ordinance No. 23-06. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

IX. CITY REQUESTED APPEARANCES

A. Chairperson Rebecca Armstrong, Tree Board

Chairperson Rebecca Armstrong announced that the Tree Board will host the annual Arbor Day celebration on April 29th at Central Park playground. She encouraged residents to celebrate Arbor Day by planting and caring for trees. She also thanked Gary Northwall for his many years of service as chairman of the Tree Board.

B. Woodlawn Update - Pat Herman, Garver

Pat Herman gave an update on Woodlawn Avenue construction progress.

C. 45th Street Design Update - Ken Lee, Garver

Ken Lee gave an update on the design of the 45th Street project. Garver has met with local school representatives and will gather more input from them in the coming weeks.

X. CITIZEN CONCERNS

Michael Mitchell, 5117 N Dublin St, spoke about his concerns regarding speeding in his neighborhood. He asked that the Council look into traffic controls for the area.

XI. REPORTS

A. Council Member Reports

Councilmembers Hamburg and Davied briefly reported on the March 23rd meeting of the Chisholm Creek Utility Authority (CCUA) meeting.

Councilmember Dehn reported on the annual Kansas Rural Water Association conference held last week. He also volunteered at the Bel Aire Spring Fest; he thanked the Bel Aire Chamber and the Rec Center for their work on the festival. He reminded residents that the Bel Aire Chamber will hold their monthly luncheon tomorrow and the topic is the K-96 expansion project. Councilmember Dehn reported he will attend the Federal Issues Forum next Tuesday sponsored by the Wichita Chamber of Commerce.

B. Mayor's Report

Mayor Benage wished everyone a blessed Easter. He attended the March 23rd CCUA meeting and Spring Fest at the Rec Center. He thanked the Bel Aire Lions Club, Bel Aire Chamber and staff for their work on the event. Mayor Benage encouraged residents to patronize Dollar General and Los Compas during Woodlawn construction.

C. City Attorney Report: No report was given.

D. City Manager Report

City Manager Lasher reported on recent City growth. In the first quarter of 2022, the Utility Department completed 255 turn on /turn offs for water customers. In the first quarter of 2023 they completed 456 turn on / turn offs. Mr. Lasher also reminded residents that the annual E-recycling and Shredding Day will be held on April 29th, from 9 a.m. to 1 p.m. at City Hall.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of accepting the Amendment to the Engineering Agreement with PEC for the Water and Sanitary Sewer Master Plans.

MOTION: Councilmember Hamburg moved to accept the Amendment to the Engineering Agreement with PEC for the Water and Sanitary Sewer Master Plans in the amount not to exceed \$48,500.00 and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 5-0.*

XIII. EXECUTIVE SESSION

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussing the subject of: Attorney-Client consultation regarding contractual obligations pursuant to the KSA 75-4319 exception for attorney-client privilege. Invite the City Manager, Interim City Attorney, Brian Meier and Ken Lee. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 8:32 p.m. Councilmember Welch seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 8:32 p.m. Mayor Benage called the meeting to order in open session and stated no binding action had been taken.

MOTION: Councilmember Smith moved to extend the executive session for 15 minutes until 8:48 p.m. Councilmember Hamburg seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 8:54 p.m. Mayor Benage called the meeting to order in open session and stated no binding action had been taken.

MOTION: Councilmember Dehn moved to extend the executive session for 15 minutes until 9:10 p.m. Councilmember Smith seconded the motion. *Motion carried 5-0.*

The Council then held an executive session. At 9:12 p.m. Mayor Benage called the meeting to order in open session and stated no binding action had been taken.

XIV. DISCUSSION AND FUTURE ISSUES

A. Monthly Workshop – April 11, 2023 at 6:30 pm?

There was consensus that a workshop was not necessary, and no workshop will be held in April.

B. Council meeting schedule – July 4th conflict?

The Council briefly discussed the scheduling conflict with the July 4th holiday. There was consensus to decide the matter at a later date.

XV. ADJOURNMENT

MOTION: Councilmember Welch moved to adjourn. Councilmember Davied seconded the motion. *Motion carried 5-0.*

City of Bel Aire, Kansas

STAFF REPORT

DATE: April 13, 2023

TO: Governing Body

FROM: City Clerk/City Attorney

RE: CMB License Application



BACKGROUND: A new restaurant (dba Mirai Ramen and Sushi) managed by Seiko, LLC has moved into the former Spring Roll location. Seiko, LLC has applied for a license to sell Cereal Malt Beverages (beer) for consumption on the premises. All the requirements have been confirmed or attested to by the applicant's certification. Staff reports no opposition from a health and safety perspective, based on available information.

DISCUSSION:

Based on the reports from staff and the certification of the applicant the following State and local requirements were met:

- ☐ Annual fee (set by State of Kansas) of \$200 for License to sell cereal malt beverages for consumption on the premises— *Paid By Seiko, LLC 03/28/2023*
- ☐ \$25 stamp fee (set by State of Kansas) – *Paid By Seiko, LLC 03/28/2023*
- ☐ Background Checks for restaurant manager and LLC officers did not show any preceding felonies for crimes involving moral turpitude, drunkenness, DUI or other intoxicating liquor violations.
- ☐ Statement from police department regarding results of records check on applicants – *Chief Atteberry provided this statement on 03/31/2023.*
- ☐ Certification from City health officer certifying premises has been inspected and complies with health code and other applicable Code sections. - *The Community Development department reports that the location is compliant with all applicable building codes, 03/29/2023.*
- ☐ Certification from Sedgwick County Fire Marshall certifying premise complies with applicable city fire code. - *Sedgwick County Fire Marshall reports the location is compliant 03/29/2023.*
- ☐ State of Kansas CMB Licensing Form – *Completed by Seiko, LLC 03/28/2023*
- ☐ The restaurant manager certified Kansas residency, *03/28/2023.*
- ☐ No information presented to show restaurant manager or LLC officers having poor character.

RECOMMENDATION:

Approve the proposed new license as described.

PARTNERSHIP, FIRM OR ASSOCIATION APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of Bel Aire
SECTION 1 – LICENSE TYPECheck One: ☒ New License ☐ Renew License ☐ Special Event Permit

Check One:

☒ License to sell cereal malt beverages for consumption on the premises.☐ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.**SECTION 2 – APPLICANT INFORMATION**Kansas Sales Tax Registration Number (required): 786 4986I have registered as an Alcohol Dealer with the TTB. ☒ Yes (required for new application)

Name of Partnership/Firm/Association

Seiko LLC

Phone No.

(316) 295 - 3677

Place of Business Street Address

6254 E 37th St N Ste 180

City

Bel Aire

State

KS

Zip Code

67220-2055

Email Address(es). Please separate values with a comma.

seiko6254@gmail.com

FEIN

92 - 1294136**SECTION 3 – LICENSED PREMISE**

Licensed Premise

(Business Location or Location of Special Event)

DBA Name

Mirai Ramen and Sushi

Business Location Address

6254 E 37th St N Ste 180

City

Bel Aire

State

KS

Zip

67220

Business Phone No.

(316) 295 - 3677

Business Location Owner Name(s)

Bel Pointe LLC

Mailing Address

(If different from business address)

Name

Address

City

State

Zip

☐ I own the proposed business location.☒ I do not own the proposed business location.**SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION**

List each partner or member of a firm/association and their spouse*, if applicable. Attach additional pages if necessary.

Partner/Member Name

Howie Chandra

Title

owner

Date of Birth

Residence Street Address

City

State

Zip Code

Spouse Name

Novikanti Liong

Title

Date of Birth

Residence Street Address

City

State

Zip Code

Partner/Member Name

Johnny Chandra

Title

owner

Date of Birth

Residence Street Address

City

State

Zip Code

Spouse Name

Agustina Bell

Title

Date of Birth

Residence Street Address

City

State

Zip Code

Partner/Member Name

Victor nowawi

Title

owner

Date of Birth

Residence Street Address

City

State

Zip Code

Spouse Name

marisa evanthe

Title

Date of Birth

Residence Street Address

City

State

Zip Code

SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION (CONTINUED)

Partner/Member Name <u>Tanto Santoso</u>	Title <u>owner</u>	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name <u>Meyvina Liong</u>	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name <u>No name Given Hendry</u>	Title <u>owner</u>	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name <u>No name Given Silviana</u>	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATIONMy place of business or special event will be conducted by a manager or agent. ☒ Yes ☐ No

If yes, provide the following:

Manager or Agent Name <u>Johnny Chandra</u>	Phone No.	Date of Birth
Residence Street Address	City	State Zip Code

Manager or Agent Spousal* Information

Manager or Agent Spouse Name <u>Agustina S Bell</u>	Phone No.	Date of Birth
Residence Street Address	City	State Zip Code

SECTION 6 – QUALIFICATION FOR LICENSURE

Applies to each partner or member of a firm or association AND their spouses*. Enter lowest residency length number**.

Are all persons identified in Sections 4 & 5 Citizens of the United States*.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the person identified in Section 5 currently a resident of Kansas*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All persons identified in Sections 4 & 5 are at least 21 years old*?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All persons in Sections 4 & 5 have been a Kansas resident for at least <u>2</u> years prior to the submission of this application.**	
Within 2 years immediately preceding the date of this application, have any persons identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the partnership, firm or association have a manager, officer, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that has had any license issued pursuant to the Kansas Liquor Control Act, Kansas Club and Drinking Establishment Act or Kansas Cereal Malt Beverage Act, revoked for a violation of such acts?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the spouse of any partner or member ever been convicted of any of the crimes identified in Section 6 during the time the partner or member held a CMB license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION 7 – DURATION OF SPECIAL EVENT

Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: ☐ 8 ½" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the partnership/firm/association to complete this application. (K.S.A. 52-601)

SIGNATURE

DATE

03/24/2023

FOR CITY/COUNTY OFFICE USE ONLY:

☐ License Fee Received Amount \$ _____ Date _____
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

☐ \$25 CMB Stamp Fee Received Date 03/27/2023

☐ Background Investigation ☐ Completed Date _____ ☐ Qualified ☐ Disqualified

☐ Verified applicant has registered with the TTB as an Alcohol Dealer

☐ New License Approved Valid From Date _____ to _____ By: _____

☐ License Renewed Valid From Date _____ to _____ By: _____

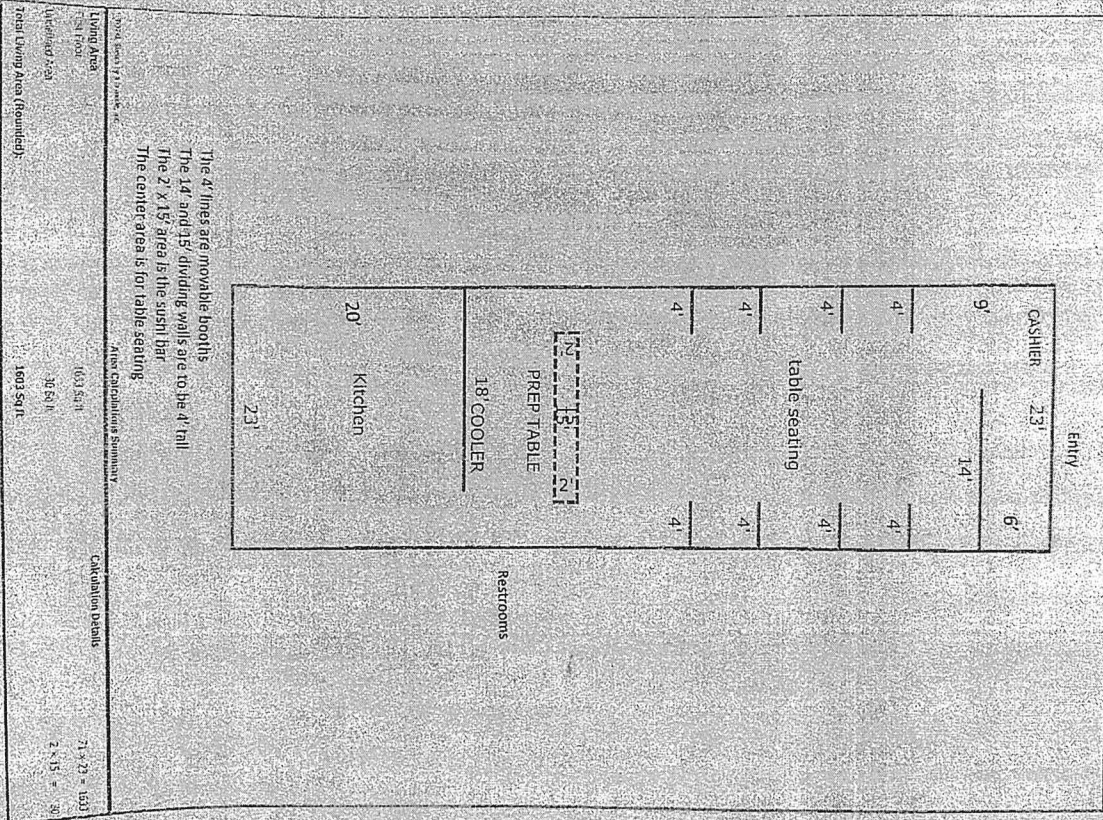
☐ Special Event Permit Approved Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

Building Sketch

Project Name	0231 E. 30th St. N	Room		Site No.	760000 57220
Project Address	0231 E. 30th St. N	Room		Site No.	760000 57220
Project Description		Room		Site No.	760000 57220



Living Area	633.5 sq ft	Calculation Details	71 x 23 = 1633
Unfinished Area	36.5 sq ft		2 x 15 = 30
Total Living Area (Rounded)	1603.5 sq ft		

Zoning:

CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK

License Type (applicant check one):

- | | | |
|--|--|---|
| <input type="checkbox"/> Caterer | <input type="checkbox"/> Hotel | <input type="checkbox"/> Non-Beverage User |
| <input type="checkbox"/> Distributor | <input type="checkbox"/> Hotel/Caterer | <input type="checkbox"/> Packaging/Warehousing Facility Permit |
| <input checked="" type="checkbox"/> Drinking Establishment | <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Private Club: <input type="checkbox"/> A or <input type="checkbox"/> B |
| <input type="checkbox"/> Drinking Establishment/Caterer | <input type="checkbox"/> Microbrewery | <input type="checkbox"/> Producer |
| <input type="checkbox"/> Farm Winery | <input type="checkbox"/> Microbrewery Packaging/Warehouse | <input type="checkbox"/> Public Venue |
| <input type="checkbox"/> Farm Winery Outlet | <input type="checkbox"/> Microdistillery | <input type="checkbox"/> Retailer |
| <input type="checkbox"/> Fulfillment House | <input type="checkbox"/> Microdistillery Packaging/Warehouse | <input type="checkbox"/> Special Order Shipping |

NOTICE TO CITY/COUNTY CLERK: Submission of this zoning form by the applicant to the City or County constitutes notification to the governmental entity that an application for a liquor license has been or will be received by the ABC. Should the City or County you represent desire to make any comments, suggestions or recommendations relative to the granting of or refusal to grant a license to the above-named applicant; or, the premise for which licensure is sought or to request a hearing pursuant to K.S.A. 41-318 or 41-2608, it may do so by submitting such comments, suggestions, recommendations or requests to the ABC within 10 days of the date you affix your seal to this document. You may submit your written request to the address or fax number provided at the top of the form.

I HEREBY CERTIFY THAT THE PREMISES AT 6254 E. 37th St N, Ste 180 Bel Aire, 67220 IS:
Location Street Address City Zip

(Check one box in each section below)

CITY LIMITS: ☒ **Inside** the incorporate city limits ☐ **Outside** the city limits

Sedgwick
County

New Retailer applicants only: K.S.A. 41-303 states no license shall be granted to any applicant unless:

1. The board of county commissioners has adopted a resolution approving the issuance of a license to the location.
A certified copy of such resolution must accompany the license application.

ZONING:

- ☒ located within an area that complies with all applicable zoning regulations required by K.S.A. 41-710 or K.S.A. 41-2608. Farm Wineries, Microbreweries and Microdistilleries **must** be zoned agricultural, commercial or business as required by K.S.A. 41-710(b); **AND**, Retailers, Farm Wineries or Microbreweries premises must comply with the building regulations required by K.S.A. 41-710.
- ☐ located outside an incorporated city, in a township or county **that is not zoned**.
- ☐ I acknowledge a public venue, club or drinking establishment liquor license shall be issued to a farm winery or producer licensee regardless of any local zoning regulations or other regulations if the applicant is a registered agritourism operator.



THE CITY/COUNTY ALLOWS: ☐ Basic Hours ☐ Expanded Hours (Sunday sales)

CLERK SIGNATURE Melissa Krehbiel ☒ City Clerk ☐ Township Clerk ☐ County Clerk

PRINTED NAME Melissa Krehbiel DATE 04/11/2023 PHONE 316-744-2451

- ☒ I understand any changes to the approved diagram must be submitted to the ABC an approved prior to making any change and that this diagram is subject to onsite review by an ABC Enforcement Agent.
- ☒ I understand that I must maintain a copy of the approved diagram on the licensed premise and make it available for immediate inspection upon request.

Under penalties of perjury, I declare the information contained in this document a true, accurate and complete disclosure of information.

Johnny Chandra 4/11/2023
Licensee Signature Printed Name Date

ABC Office Use Only

☐ DIAGRAM APPROVED AS SUBMITTED
☐ DIAGRAM DENIED

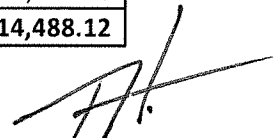
Reason Denied:

Signature of ABC Official

Date

CITY OF BEL AIRE		
AP ORD 23-07		
Vendor and Payroll Checks 03/27-04/11/23		
AFLAC	EMPLOYEE MONTHLY PREMIUM	\$ 854.44
AIR CAPITOL EXTERMINATING	RODENT/INSECT EXTERMINATION	\$ 78.00
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES/EQUIP/DOG SIGNS	\$ 1,798.64
APEX EXCAVATING	CEDAR PASS PH1:SEWER	\$ 130,016.70
ARC DOCUMENT SOLUTIONS	MAP PRINTER:MONTHLY PRINTING	\$ 18.90
AT&T - U-VERSE	INTERNET BACKUP	\$ 105.00
AXON ENTERPRISES, INC	10GB EVIDENCE STORAGE x300	\$ 3,528.00
BAUGHMAN COMPANY, P.A.	CHAPEL PH2, HOMESTEAD SR	\$ 86,305.00
BEALL & MITCHELL, LLC	04/23 JUDGE TERRY BEALL	\$ 1,237.98
BENAGE, JAMES	LKM CONF PER DIEM	\$ 258.80
BRAINARD, NATHAN W	YOUTH SPORTS OFFICIAL	\$ 45.00
CINTAS CORPORATION	PW UNIFORMS, PD MAT RENTAL	\$ 1,899.23
CINTAS FIRST AID & SAFETY	PD, PW:RESTOCK FIRST AID	\$ 427.45
CITYCODE FINANCIAL LLC	2023 ANNUAL CODIFICATION FEE	\$ 1,500.00
CMW	REC HEATER REPAIR	\$ 744.57
CONRADY, SLOANE	YOUTH SPORTS OFFICIAL	\$ 66.00
CORE & MAIN LP	WATER SYS MAINT/REPAIR SUPPLIE	\$ 3,930.52
CREATIVE AWARDS & SCREEN	CID ARTICLE PLAQUEx3	\$ 505.20
CULLIGAN OF WICHITA	WATER SERVICE	\$ 51.70
ECITY TRANSACTIONS, LLC	03/23 ONLINE PYT SERVICE	\$ 450.00
EMC INSURANCE COMPANIES	ANNUAL LIABILITY INSURANCE PREM	\$ 178,475.00
EMPOWER RETIREMENT 457	EMP VLNTRY 457	\$ 592.00
EVERGY - FUND/DEPT BILLIN	ELEC SVC:PUBIC AREAS	\$ 2,465.50
EVERGY - STREET LIGHTS	ELEC SVC:STREET LIGHTING	\$ 221.13
EVERGY-PUBLIC BLDGS	ELEC SVC:CITY BLDGS	\$ 1,714.68
EWING IRRIGATION PRODUCTS	IRRIGATION PARTS	\$ 22.62
FICA/FEDERAL W/H	FED/FICA TAX	\$ 24,461.43
FLEETPRIDE, INC.	PW:FORD F350 HYDRAULIC INSP, F250 BREAKS	\$ 2,529.40
GALAXIE BUSINESS EQUIPMEN	LF TRAINING AND SUPPORT	\$ 2,280.00
GALLS, LLC	UNIFORM/ACCESSORIES & SUPPLIES	\$ 77.90
GARVER	CEDAR PASS PH1, COZY DR-AURORA PK, HOMESTEAD SR NSPECT, 53RD/ROCK BOX REPL, WOODLAWN DESIGN, SKYVIEW BLOCK 49, CHAPEL 5TH	\$ 59,088.33
HARDWICK, HAYDEN	YOUTH SPORTS OFFICIAL	\$ 198.00
HARDWICK, NICHALAS	YOUTH SPORTS OFFICIAL	\$ 108.00
HASTY AWARDS	REC PROGRAM AWARDS	\$ 331.29
HESS, MARTY	YOGA INSTRUCTOR	\$ 135.00
IMA, INC.	04/23 HOSTED PHONE SERV	\$ 833.00
IMAGINE IT, INC	COOK, HENRY DESK COMPUTERS	\$ 4,270.55
INSITUFORM	PARK VISTA/LAWN TERR SEWER LIN	\$ 357,024.30
IWORQ SYSTEMS, INC	PZ PERMITTING SOFTWARE	\$ 13,646.00

KANSAS ONE-CALL SYSTEMS	LOCATE FEES:560 FOR 03/23	\$ 672.00
KANSAS PAVING	PAVEMENT-CURBING REPAIRS PYT 2; SKYVIEW 2ND PAVING	\$ 488,975.04
KIESLER POLICE SUPPLY INC	GLOCK MAGAZINE x8	\$ 176.00
KS DEPT REV:WITHHOLDING T	STATE TAX	\$ 4,287.26
KS DEPT REVENUE:TAXATION	WATER FEES	\$ 2,636.36
KS DEPT TRANSPORTATION	RAIL SPUR LOAN PYMNT #92	\$ 3,877.06
KS PUBLIC EMPL RETIRE SYS	KPERS TIER 3	\$ 15,818.86
KS TREASURER - BOND SVC	GO 2014A INT PYT	\$ 12,431.25
KS TREASURER - COURT FEES	02/23:COURT FEES	\$ 2,591.31
LINSTAR INC	ID CARDS:PW	\$ 25.60
NCSI	COACH BACKGROUND CHECKS	\$ 157.50
NOWAK CONSTRUCTION CO INC	BRISTOL HOLLOWS PH2 WDS/SS	\$ 40,554.67
PAYLOCITY	FSA EMPLOYEE EXPENSE	\$ 239.79
PEARSON CONSTRUCTION LLC	ROCK SPR 4TH PAVING	\$ 81,068.43
PEC	BA PAVEMENT IMPROV, GIS SUBDIV SS, WATER/SEWER MASTER PLAN, GIS & PLANNING ON CALL	\$ 26,370.60
PITNEY BOWES - METER L/P	L/P POSTAGE METER:QTR#1	\$ 261.45
PUBLIC WORKS & UTILITIES	WATER:314,250 GAL:02/06-03/07/23	\$ 1,908.59
PYE-BARKER FIRE & SAFETY	FACILITIES FIRE EXT INSP/CERT ANNUAL	\$ 940.50
RUSTY ECK FORD PARTS & SE	#30 FLEET MAINT-TRANS LEAK	\$ 1,400.07
SEDG CO REGISTER OF DEEDS	KILGORE ANNEX AGREEMENT	\$ 72.00
SEDG CO TREASURER	2022 LAND BANK PROPERTY TAXES:	\$ 334.13
SITEONE LANDSCAPE S	CENTRAL PARK WEST RAB LANDSCAPE	\$ 1,763.79
SOERGEL, WYNN	YOUTH SPORTS OFFICIAL	\$ 176.00
SPECTRUM PROMOTIONAL PROD	REC SPORTS SHIRTS/UNIFORMS	\$ 1,656.25
SUNSET LAW ENFORCEMENT	AMMUNITION	\$ 2,281.70
SYMBOLARTS, LLC	PD BADES x2	\$ 120.00
TREE TOP NURSERY A	CENTRAL PARK WEST RAB LANDSCAPE	\$ 2,639.61
TSYS MERCHANT SOLUTIONS	CREDIT CARD PROCESSING FEES	\$ 5,592.68
UNDERGROUND VAULTS & STOR	DOCUMENT SHREDDING	\$ 38.00
USA BLUE BOOK	WATER TESTING SUPPLIES	\$ 1,232.34
UTILITY MAINTENANCE CONTR	WATER SVC INSTALLS x4	\$ 6,800.00
VERIZON WIRELESS:CELL PHS	CELL PHONE SVC	\$ 895.71
VISION ALLIANCE MARKETING	03/23 COURT SERVICES OFFICER	\$ 400.00
WADE, TERESA	TAEKWONDO INSTRUCTOR	\$ 180.00
WASTE CONNECTIONS, INC	TRASH DISPOSAL SVC:MAINT SHOP	\$ 256.17
WASTE CONNECTIONS, INC.	03/23 RECYCLE OR TRASH SVC	\$ 39,483.95
WICHITA WINWATER WORKS	WATER SVC MAINTENANCE SUPPLIES	\$ 4,205.25
WILLIAMS JANITORIAL SUPPL	JANITORIAL SUPPLIES	\$ 78.49
WILLIAMS, JOY:ATTY AT LAW	PROSECUTOR SVC	\$ 468.75
WSU-CONTINUING ED	KACM CONF:HENRY, LASHER	\$ 270.00
PAYROLL CHECKS	PAYROLL CHECKS ON 03/29/2023	\$ 78,019.16
	CLAIMS TOTAL	\$ 1,714,488.12



APR 11 2023



500 North Hendricks
Hutchinson, KS 67501

Julie L. Lorenz, Secretary
Brent Terstriep, P.E., District Engineer

Phone: 620-663-3361
Fax: 620-663-1804
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

February 23, 2022

Mayor Jim Benage
City of Bel Aire
7651 E Central Park Ave
Bel Aire, KS 67226

Dear Mayor Benage,

On behalf of Secretary of Transportation Julie Lorenz, I would like to again thank you for your letter requesting a corridor study along K-254 between I-135 and Shumway Road in El Dorado, along with your generous financial commitment of \$11,100 towards the local match for the planning process.

I am pleased to report KDOT leadership has approved your joint request for the K-254 corridor study – congratulations!

The KDOT team will be in touch with your staff regarding next steps; in the meantime, please contact Michael Moriarty, Chief of Transportation Planning with questions or concerns at (785) 296-8864 or michael.moriarty@ks.gov

Sincerely,

A handwritten signature in blue ink that reads "Brent Terstriep".

Brent R. Terstriep P.E.
District V Engineer

C:
Michael Moriarty, Chief of Transportation Planning
Senator Carolyn McGinn
Teresa Tosh, K-254 Development Association

Project No. **254-08 KA-6499-01**CMS Contract No. **006234223**

AGREEMENT FOR ENGINEERING AND TECHNICAL SERVICES

This Agreement for Engineering and Technical Services (Agreement) is entered into between **Calvin E. Reed, P.E., Acting Secretary of Transportation** for the State of Kansas (Secretary), acting through the Kansas Department of Transportation (KDOT), and the consulting firm of **Garver, LLC**, (Consultant) with the address of 8535 E 21st Street North, Suite 130, Wichita, Kansas 67206. The parties to this Agreement may be referred to collectively as the “Parties”.

1.0 PURPOSE OF AND AUTHORITY FOR THE AGREEMENT

1.1 KSA 68-407 authorizes the Secretary to enter into all contracts “incident to the construction, improvement, reconstruction, and maintenance of the state highway system.” KSA 68-407 and KSA 75-5801 *et seq.* authorize the Secretary to take the steps necessary to secure engineering and technical services.

1.2 The Secretary has a project under development designated Project No. KA-6499-01 for Development of K-254 Corridor Management Plan, as more fully described in Special Attachment No. 4 attached hereto (Services). The Secretary’s engineering and technical forces will be unable to perform all of the Services within the desired completion date. The best alternative is to use a qualified firm to perform the Services needed through this Agreement.

1.3 The Consultant represents that persons performing Services, including its employees and the employees of its subconsultants, if any, have the education, training, and experience necessary to perform the Services this Agreement requires in an accurate and timely manner. The Consultant has a valid Certificate of Authorization from, and individual employees performing professional technical services are licensed by, the Kansas Board of Technical Professions as required by Kansas law. The Consultant represents that all personnel utilized in performance of Services have appropriate qualifications and certifications to perform Services.

2.0 DEFINITIONS

2.1 Agreement. This Agreement for Engineering and Technical Services includes Articles 1.0-7.0 herein, as well as exhibits and attachments listed in Article 7.3.2., documents this Agreement incorporates by reference, Work Orders completed and executed by the Parties, amendments thereof by CMS Change Orders and future supplemental agreements and other amendments in writing agreed to and signed by duly authorized representatives of the Parties.

2.2 Consultant. The engineering firm hereinabove identified as a Party to this Agreement.

2.3 Documents. Written, printed papers and electronic files.

2.4 Exploratory Work Documents. Documents developed by KDOT, local governments, or the Consultant to determine characteristics relevant to the Project including, but not limited to, subsurface conditions, engineering requirements, or both. These may include geotechnical foundation investigation reports; soils reports; geology reports; hydraulic investigations; hydrological investigations; bridge

reports; earth work computations; boring logs; surveys; rock investigations; soils investigations; environmental investigations; building investigations; bridge investigations; and other geological, geotechnical, or design information for the Project.

2.5 FHWA. The Federal Highway Administration.

2.6 KDOT. The Kansas Department of Transportation and its authorized employees.

2.7 Manuals. The current version of the KDOT Bridge Design Manual, Design Manual, Construction Manual, Form Manual, CMS Procedures Manual, the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways & Streets, Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, AASHTO LRFD Bridge Design Specifications and the AASHTO LRFD Bridge Construction Specification, and all other current relevant documents that KDOT has adopted and FHWA has approved for design, engineering and associated technical Services for the particular highway and/or structures or other systems contemplated by this Agreement.

2.8 Notice to Proceed. A written notice from KDOT Division of Engineering and Design—Contract Section authorizing the Consultant to begin performance of Services.

2.9 Plans. Unless noted as “preliminary,” any Consultant-prepared and Secretary approved plan profiles, typical cross sections, and other detail sheets showing the location, character, dimensions, and details of a Contractor’s work on a Project, whether in electronic or hard copy (paper) form.

2.10 Project. The highway improvement Project for which Consultant is performing Services.

2.11 Project Special Provisions. Documents that modify the Standard Specifications for a particular Construction Project.

2.12 Reports. Formal documents that detail or summarize information analyzed, generated or gathered for the Project. Any document or information which is or should be produced by the exercise or practice of a technical profession, as defined in KSA 74-7001 *et seq.* is considered a Report. Exploratory Work Documents are considered Reports.

2.13 Services. The engineering and associated technical services needed or required for the Consultant’s performance of this Agreement. Such Services are defined throughout the Agreement and with greater detail in Special Attachment No. 4, Scope of Services, and any supplemental agreements or amendments executed for changes in Services.

2.14 Standard Specifications. The Kansas Department of Transportation *Standard Specifications for State Road and Bridge Construction* (current edition).

3.0 SECRETARY’S GENERAL RESPONSIBILITIES

3.1 For Services for which the Secretary engages the Consultant under this Agreement, the Secretary will do the following:

3.1.1 Issue a written Notice to Proceed to the Consultant;

3.1.2 Furnish to the Consultant any supporting Exploratory Work Documents in the Secretary's possession as described in Exhibit A attached hereto;

3.1.3 Furnish or make available all Manuals requested by the Consultant, if unavailable online; and

3.1.4 Pay the Consultant according to Article 6.0.

3.2 The Secretary has the authority to review, approve, reject, eliminate, or modify some or all of the Services. When reviewing the Services, issuing approvals/rejections, or taking any other action, the Secretary, KDOT and the Secretary's representatives are not undertaking the Consultant's responsibility for its Services. When reviewing the Services, issuing approvals/rejections, or taking any other action, the Secretary and the Secretary's representatives make no representations, no express warranties, and no implied warranties to any persons or entities regarding the Services.

3.3 As this Agreement is non-exclusive, the Secretary may contract directly with other consultants to perform some or all of the Services. The Secretary may also contract directly with subconsultants that the Consultant has retained to perform Services under this Agreement.

4.0 THE CONSULTANT'S GENERAL RESPONSIBILITIES

4.1 For all Services performed by the Consultant under this Agreement, the Consultant shall be responsible for the following obligations.

4.1.1 Perform or furnish Services in accordance with the Project schedule as described in Special Attachments No. 4 and furnish all labor, materials, equipment, supplies, transportation, and incidentals necessary to perform the Services. The Consultant represents that it is adequately staffed and suitably equipped to perform the Services in a timely manner and in conformance with this Agreement.

4.1.2 Prepare and furnish to the Secretary any preliminary, revised and final Reports, Plans, technical data and other deliverables referenced in Special Attachment No. 4, Scope of Services, attached hereto.

4.1.3 Prepare and furnish to the Secretary electronic data files in a format compatible with KDOT software. If applicable, organize the electronic data files according to the KDOT Graphic Standards Manual.

4.1.4 Documentation and Deliverables.

- A. Except to the extent otherwise specified in Special Attachment No. 4, Reports and other technical data prepared by the Consultant shall be submitted in hardcopy paper form and electronic form as follows: (i) in their native format; and (b) in the portable document format (.pdf). The Consultant shall confirm that the native formats intended for use by the Consultant are identical or compatible with those used by KDOT. Any data not identical or compatible shall be converted by the Consultant prior to delivery to KDOT.
- B. Plans, if any, shall be submitted as follows: (i) in portable document format (.pdf) files; (ii) in the MicroStation format (.dgn) files; (iii) in one (1) printed 22" X 36" hardcopy paper plan set of the Plan sheets printed in ink in the form and detail that KDOT Bureau of Road Design requires, bearing the signature and seal of responsible professionals, as required below in paragraph 6 of this Article IV.A.; and (iv) title sheets for Plans shall contain standard 22" x 36" plan sheets in ink on a permanent media

such Mylar in the format and detail KDOT Bureau of Road Design requires. All electronic Plan files shall conform to the organization and other requirements set forth in the KDOT Graphic Standards Manual.

4.1.5 Signing and Sealing. In accordance with applicable law, for performance of Services arising out of or related to this Agreement, the Consultant shall require: (a) the licensed professional engineer(s) responsible for preparing the Plans, or revisions thereof, to sign and seal such Plans; (b) the individual holding a license in a technical profession (whether professional engineer, surveyor, geologist, architect, landscape architect or otherwise) who is responsible in their professional capacity for preparing any Reports (or revisions thereof) to sign and seal such Reports; and (c) the licensed professional surveyor(s) responsible for conducting land surveying activities as defined in KSA 74-7003(t) to sign and seal any real property descriptions, right of way descriptions, maps, plats, and other field records, or revisions thereof, that document survey results.

4.1.6 Provide traffic control signing on or along any street or highway where the Consultant has crews working. The size, shape, color, and placement of all signs, as well as other worker safety measures, such as high visibility clothing, shall comply with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD).

4.2 The Consultant shall perform its Services according to relevant Manuals for design criteria and standards that KDOT has adopted and FHWA has approved for the particular highway and/or structures included in the study. The Consultant also may be required to perform some or all Services according to AASHTO design criteria/standards if the Secretary requires these standards in addition to KDOT's criteria/standards.

4.3 The Consultant shall have sole responsibility for the adequacy and accuracy of final Plans, Reports, technical data and all other Services. The Secretary's performance under this Agreement is intended to fulfill the Secretary's obligation to take those steps necessary to plan, construct, improve, reconstruct, and maintain the state highway system and is not intended to fulfill the Consultant's obligations under this Agreement.

5.0 PROSECUTION AND PROGRESS

5.1 GENERAL

5.1.1 The Secretary assumes no obligation to pay for Services the Consultant performs prior to the issuance of a Notice to Proceed for such Services.

5.1.2 The Consultant shall perform component Services in accordance with the schedule shown in Special Attachment No. 4, attached hereto. The Consultant also shall keep informed of changes to KDOT's milestone dates for right-of-way acquisition, utility relocations, and the Construction Contract letting.

5.1.3 At monthly intervals, the Consultant shall report actual progress to the KDOT Division of Engineering and Design – Contract Section on the "Payment Request & Progress Report" form.

5.1.4 If the Secretary or a third party performs in a manner that increases the Consultant's time for performance, then the Consultant shall notify the KDOT Project Manager and KDOT Division of Engineering and Design – Contract Section of such delay. If the delay was not caused by the Consultant,

then the Secretary will either pay the Consultant to accelerate the Services to overcome the delay or grant an extension of time for the delay. The Secretary has sole discretion to give a time extension rather than pay acceleration costs.

5.1.5 The Consultant recognizes that its actions or inactions may adversely impact or affect KDOT as well as other third parties, including but not limited to other consultants in plan development, any contractor on a construction project, public utilities, private utilities, public landowners, private landowners, or others. The Consultant shall do, or require to be done, all things reasonably necessary to:

- (a) avoid or mitigate unavoidable delays, costs, losses or damages which may arise out of, be caused by or attributed to the Consultant's actions or inactions in performance of Services under this Agreement and
- (b) effectively coordinate with KDOT and third parties so as to enable KDOT to implement the Project in a timely and cost-effective manner.

5.1.6 The Secretary, the Consultant, or both may request conferences to discuss the Consultant's Services or other relevant Project issues. The Parties will hold these conferences in the KDOT Headquarters Office in Topeka, Kansas unless otherwise agreed.

5.2 CONTRACT PERFORMANCE

5.2.1 At the Secretary's request, the Consultant shall make revisions to final Reports and technical data.

5.2.2 Except as provided in Article 5.2.3, the Secretary will pay the Consultant for additional services the Consultant provides as follows:

- A. An amount that the Secretary and the Consultant agree upon and memorialize in writing as an amendment signed by the duly authorized representative of each Party; or
- B. The reasonable value of the additional services if the Parties cannot agree upon the costs for the additional services.

5.2.3 The Secretary will not pay the Consultant for any costs the Consultant incurred because of the Consultant's negligent acts, errors, or omissions or because of the Consultant's failure to comply with its obligations under this Agreement.

5.3 DISPUTED MATTERS

Disputed matters arising under this Agreement will be reviewed utilizing procedures outlined in KDOT's Consultant Standard of Care Policy. This Consultant Standard of Care Policy is the version in effect at the time the disputed matter arises and is incorporated by reference into this Agreement. The current version of the Consultant Standard of Care Policy is attached hereto as Special Attachment No. 6. With regard to written notice referred to in Article II.B.1 of the Consultant Standard of Care Policy set forth in Special Attachment No. 6, KDOT will endeavor to specify whether the Problem as defined therein is based upon the Consultant's alleged negligence, or the Consultant's alleged failure to comply with its obligations under this Agreement, or both, it being understood and agreed that as additional information becomes available for review and analysis, the characterization of such Problem may thereafter change.

5.4 TERMINATION OF AGREEMENT

5.4.1 The Secretary may terminate this Agreement, in whole or in part, upon ten (10) days advance written notice delivered to the Consultant.

- A. If the Secretary terminates this Agreement in whole or in part, for the Secretary’s own convenience, then the Secretary will pay the Consultant the Consultant’s actual direct costs incurred before the termination date and the Consultant’s fixed fee as Article 6.0 provides.
- B. If the Secretary terminates this Agreement, in whole or in part, because of the Consultant’s failure to comply with its obligations or because of the Consultant’s negligent acts, errors, or omissions, then the Secretary will pay the Consultant the reasonable value of Services performed before the termination date. In evaluating the reasonable value of Services performed, KDOT may adjust the fixed fee to reflect the percentage of Services the Consultant has completed.

5.4.2 The Consultant may terminate this Agreement upon ten (10) days advance written notice delivered to KDOT. The Consultant will send the notice to KDOT Division of Engineering and Design – Contract Section and the KDOT Project Manager.

5.4.3 The Secretary or the Consultant may or may not claim the other Party breached the contract when exercising their right to terminate this Agreement. Termination, in any case, does not prevent the Secretary from recovering damages for the Consultant’s failure to comply with its obligations under this Agreement or for the Consultant’s negligent acts, errors, or omissions (see *e.g.*, Article 7.6) or prevent the Consultant from seeking payment for additional services under Article 5.2.2.

5.4.4 Regardless of which Party terminates this Agreement, the Secretary may require the Consultant to complete some of the remaining Services. The Consultant’s obligations to perform Services shall not end until such Services are completed.

5.4.5 The Secretary is not obligated to terminate this Agreement as a condition precedent to contracting with “other consultants” as described and permitted in Article 3.3. The Consultant shall have no breach of contract claim, interference with contract claim, or other claim if the Secretary contracts with “other consultants” as described and permitted in Article 3.3.

6.0 PAYMENT

6.1 GENERAL

6.1.1 The Secretary will compensate the Consultant for Services on the basis of the Consultant’s actual cost plus a fixed fee of \$41,373.47 as detailed in Special Attachment No. 4, Scope of Services, subject to the upper limit of compensation of \$889,195.96 and any disallowed costs.

Subject to the upper limit of compensation (Article 6.1.5) and disallowed costs (Article 6.1.8), the Secretary will pay the Consultant

- A. Actual, direct costs incurred in performing the Services such as employee labor (including fringe benefits and overtime (Article 6.1.2)), contract labor, approved subcontractor/subconsultant costs, equipment costs, transportation costs, in-state or approved out-of-state lodging costs, and meal expenses associated with overnight travel (Special Attachment No. 4A);

- B. Associated overhead (Article 6.1.3); and
- C. The fixed fee identified for the Services.

6.1.2 The Consultant shall furnish to the KDOT Division of Engineering and Design – Contract Section, for the Secretary’s approval, a written request to incur overtime charges before incurring those charges. The Secretary shall not compensate for overtime if the Consultant failed to furnish this notice and obtain the Secretary’s prior approval. If approved, then the Secretary may pay straight-time overtime or premium overtime at 1.5 times the approved hourly rate for the employee performing the overtime.

6.1.3 The Consultant shall submit its current indirect (overhead) cost rate as soon as possible but in no event later than six (6) months after the Consultant’s fiscal year ends. The Consultant’s indirect (overhead) cost rate is established pursuant to 23 CFR 172.11(b)(1). The Secretary may audit the Consultant’s overhead rate yearly. The Secretary may require the Consultant to provide certified financial statements or other documents substantiating the Consultant’s overhead rates. If the overhead rate increases or decreases, the Secretary may adjust previous payments to reflect the actual overhead rate for that fiscal year.

6.1.4 Subject to the upper limit of compensation (Article 6.1.1 and 6.1.5), the Secretary will pay for additional services according to Article 6.2.

6.1.5 The Parties may adjust the upper limit of compensation through a CMS Change Order or Supplemental Agreement or other amendment. The Consultant shall notify the KDOT Division of Engineering and Design – Contract Section before the Consultant’s Services exceed the upper limit of compensation so the Parties may consider an adjustment. The Secretary has no obligation to pay costs that exceed the upper limit of compensation unless and until any adjustment thereof is agreed in writing between the Parties.

6.1.6 To initiate payment for Services, the Consultant shall complete and submit to the KDOT Division of Engineering and Design – Contract Section an itemized billing on KDOT’s Payment Request Form or other document the Division approves. The Consultant shall not submit a billing more frequently than once a month or for less than \$500.00. For each billing cycle the Consultant shall:

- A. Submit a progress schedule that includes a statement of the percentage of the Services completed and the actual costs incurred;
- B. Submit payroll documentation identifying all tasks and employees who worked on such tasks for the Project during that billing period, all hours each of these employees worked, the rate of pay for each of these employees, and all monies paid to each of these employees;
- C. Show the indirect (overhead) cost rate applied;
- D. Itemize the other actual direct costs incurred by Consultant in the performance of Services (Special Attachment No. 4A) and provide adequate supporting documentation therefor; and
- E. Calculate and claim a proportional amount of fixed fee, unless billing is final.

In cases where the Consultant submits billings which include costs incurred by a subconsultant, the same requirements of subparagraphs A. through E. above shall apply.

6.1.7 The Secretary will pay for the Services within 30 days after receiving, reviewing, and generally approving the Consultant’s itemized billing and accompanying documentation that Article 6.1.6 and Special Attachment No. 4A requires. This approval does not prevent the Secretary from adjusting a

previous payment(s) for disallowed costs (Article 6.1.8) discovered after the Secretary has made that payment.

6.1.8 The Consultant shall incur and invoice its costs in conformity with generally accepted accounting principles and the cost principles established in the Federal-Aid Policy Guide and the Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 CFR Section 31.000 *et seq.*). The Secretary will not pay for disallowed costs. Disallowed costs include costs the Secretary determines are unreasonable, not actually incurred, caused by the Consultant's failure to comply with its obligations under this Agreement, caused by the Consultant's negligent acts, errors, or omissions, or otherwise unallowable. The Consultant shall reimburse the Secretary if the Secretary previously paid any disallowed costs.

6.1.9 For Services performed, accumulated partial payments shall not exceed ninety-five percent (95%) of the upper limit of compensation.

6.1.10 The Consultant shall submit its final invoice for final payment no later than one hundred eighty (180) days from completion of Services. The Consultant shall clearly designate and label such invoice as "final" so as to enable KDOT to proceed to close out the Project in accordance with its own internal procedures.

6.1.11 The Secretary will make final payment within ninety (90) days after the Secretary or the Secretary's representative completes a final audit of the Services performed. (See Article 7.2).

6.2 CHANGE IN SERVICES

6.2.1 The KDOT Division of Engineering and Design – Contract Section may change the Consultant's Services by increasing, decreasing, or otherwise modifying the Services this Agreement requires.

6.2.2 The Consultant may request payment for increased or modified Services as "extra Services." If the Secretary determines the "extra Services" are reasonable and necessary, then the Secretary may authorize payment for actual labor, associated overhead, and other direct expenses for these "extra Services" and increase the upper limit of compensation if necessary to compensate for the "extra Services." Alternatively, the Secretary may authorize payment of unit prices or lump sum amounts to compensate for the "extra Services." However, the Secretary will only increase the Consultant's fixed fee if the Consultant demonstrates that the "extra Services" substantially increase the original amount of Services. Such increases may include increasing the Project scope, or changing the duration of Services, among others.

6.2.3 If the KDOT Division of Engineering and Design – Contract Section decreases the Services or decreases the expected duration of Services, then the Consultant shall have no claim for additional compensation. The Secretary may decrease the Consultant's fixed fee if the Secretary demonstrates that the decreased Services substantially decrease the original amount of Services. Such decreases may include decreasing the Project scope, decreasing Project termini, or changing the duration of Services, among others.

6.2.4 The KDOT Division of Engineering and Design – Contract Section will prepare a CMS Change Order or Supplemental Agreement setting forth the agreed-upon change, if any, in compensation.

7.0 ADDITIONAL PROVISIONS

7.1 OWNERSHIP OF DOCUMENTS

7.1.1 Upon completion or termination of the Services, the Consultant shall furnish to the KDOT Bureau of Road Design all original Documents KDOT provided to the Consultant.

7.1.2 Upon completion or termination of all Services for which the Secretary retains the Consultant, the Consultant shall furnish to the KDOT Bureau of Road Design all original Documents the Consultant compiled and prepared in performing its Services. Without limitation, these Documents include all Reports, Plans, drawings, CADD files, specifications, work flows, procedures, and other Consultant-generated or Consultant-developed documents pertaining to the Project.

- A. Any Plans, procedures, specifications, engineering calculations, information, Reports or any other work products developed by the Consultant as deliverables to KDOT as part of the Services performed and paid for under this Agreement shall become the property of KDOT, but the Consultant shall have the right to retain copies thereof for its own internal recordkeeping and for the purposes of performing Services for the Project.
- B. With regard to software and systems used in the performance of Services but which are (1) neither developed under this Agreement nor originally obtained from or through KDOT and (2) expressly designated in this Agreement as proprietary to Consultant, its subconsultants or third parties, Consultant (or such designated subconsultant or third party, as the case may be) retains ownership rights to such proprietary software or systems and Consultant shall grant to or obtain for KDOT a non-exclusive, royalty-free license for KDOT to use such software and systems for the Project and the construction and maintenance of, as well as future improvements to, the Project.
- C. Upon completion or termination of the Services and at the Secretary's request, the Consultant shall furnish to the KDOT Bureau of Road Design copies of all correspondence, memoranda, instructions, receipts, invoices, e-mails, and any other Documents pertaining to the Project. These Documents are KDOT's property.

7.1.3 Any or all Services performed under this Agreement may result in the Consultant using Documents (such as reports, surveys, schedules, lists, or data) the Secretary's authorized representatives prepared, compiled, or collected that are use restricted pursuant to 23 U.S.C. § 409. Such Documents are watermarked "Use Restricted 23 U.S.C. § 409," providing the Secretary with an evidentiary privilege that only counsel for KDOT may assert in litigation against KDOT. The Consultant shall use these watermarked Documents only to perform Services on the Project. The Consultant shall not remove or otherwise damage the 23 U.S.C. § 409 watermark. The requirements of this paragraph shall be included by Consultant in its subconsultant agreements, if any, for performance of any Services.

7.2 ACCESS TO RECORDS; AUDITS

7.2.1 The Consultant shall keep all Project Documents arising out of or relating to performance of Services for a five-year retention period beginning with the Consultant's final payment date. The final payment date is the voucher date on the Secretary's last payment to the Consultant under this Agreement. This final payment occurs after the Consultant submits its request for final payment and KDOT has completed the final audit. The Consultant shall make all Documents available at the Consultant's principal office.

7.2.2 The Secretary, FHWA and their authorized representatives may inspect and review all Documents pertaining to the Consultant's Services during Consultant's performance and the five-year retention period.

7.2.3 The Consultant shall maintain all cost documentation according to generally accepted accounting principles and the cost principles contained in Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 CFR Section 31.000 *et seq.*).

7.2.4 Within 3 years after the Consultant has submitted its invoice for final payment for Services, the Secretary or the Secretary's authorized representatives may perform a final audit of the Consultant's Project costs. The audit will be conducted according to generally accepted governmental auditing standards and in compliance with cost principles contained in Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 CFR Section 31.000 *et seq.*) Without limitation, the auditors may determine whether costs incurred were actual and necessary, reasonable, allowable, and in compliance with regulations and whether the compensation did not exceed the upper limit of compensation. The auditors may review all subconsultant records and costs as well. The Consultant shall reimburse the Secretary for overpayments.

7.2.5 The Consultant shall include the provisions of this Article 7.2 in all subconsultant agreements.

7.3 AGREEMENT ITEMS

7.3.1 This Agreement includes the items referenced in Article 2.1.

7.3.2 Exhibits, Attachments and Order of Precedence. The Exhibits and Attachments identified below are essential parts of and incorporated into this Agreement.

A. If there is a conflict among or between the various terms set forth or referenced in the documents comprising the Agreement, then the order of precedence shall be: (1) Special Attachment 1A; (2) Articles 1.0 through 7.0 of the Agreement; and (3) Exhibits and other Attachments. If either Party discovers a conflict or inconsistency among or between the various provisions comprising this Agreement (including provisions in documents referenced or incorporated by reference into this Agreement), then such Party shall notify the other Party and the Parties shall thereafter cooperate with each other to resolve the conflict or inconsistency in an equitable manner in conformance with the purpose and intent of this Agreement.

B. The Exhibits and Attachments are:

Exhibit A, Items Furnished by the Secretary (to be completed by the Secretary's representatives)

Exhibit B, Work Order Form

Special Attachment No. 1, US DOT Standard Title VI Assurances

Special Attachment No. 1A, Contractual Provisions Attachment (DA 146a)

Special Attachment No. 2, Certification Regarding Lobbying

(to be completed and signed by the Consultant)

Special Attachment No. 3, Verification as to History and Current Status Regarding Eligibility

(to be completed and signed by the Consultant)

Special Attachment No. 3A, Contractual Services with Current Legislator or Legislator's Firm

(to be completed and signed by the Consultant)

Special Attachment No. 4, Scope of Services

Special Attachment No. 4A, Consultant Reimbursement for Actual Direct Costs (Travel, etc.)

Special Attachment No. 5, Electronic Data Interchange Agreement

Special Attachment No. 6, KDOT Consultant Standard of Care Policy, signed 1/31/14

Special Attachment No. 7, Certification (for Final Indirect (Overhead) Cost Rate)

Special Attachment No. 8, Tax Clearance Certificate

(to be obtained and submitted by Consultant and subconsultants)

Special Attachment No. 9, Not used

Special Attachment No. 10, Policy Regarding Sexual Harassment

(to be completed and signed by Consultant)

Special Attachment No. 11, Certification – Boycott of Israel Prohibited

(to be completed and signed by Consultant)

7.3.3 No Party may alter or amend this Agreement except by a supplemental agreement evidencing written agreement between duly authorized representatives of the Parties for such alteration or amendment.

7.4 LEGAL RELATIONS

7.4.1 The Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances and regulations.

7.4.2 This Agreement binds the Parties and the Parties' successors and permitted assigns. The Consultant shall not assign this Agreement without the prior written approval of the Secretary.

7.4.3 This Agreement creates no third party beneficiaries.

7.4.4 Kansas law governs this Agreement.

7.4.5 Subcontracts and Assignments.

A. The Consultant shall not assign this Agreement, in whole or in part, without the prior written consent of the Secretary. The Consultant may subcontract portions of the Services to duly qualified subconsultants; provided, however, any such subcontract shall not relieve, and shall not be construed to relieve, the Consultant from any obligation to perform or furnish all Services in accordance with the requirements of this Agreement.

B. The Consultant shall, in its contract with any subconsultant, require each such subconsultant to comply with applicable provisions of this Agreement.

7.5 WORKERS' COMPENSATION AND OTHER EMPLOYEES PROVISIONS

The Consultant shall pay unemployment insurance, workers' compensation, social security taxes, and other taxes or payroll deductions State and Federal law require for the Consultant's employees who are performing Services under this Agreement.

7.6 ERRORS AND OMISSIONS; INDEMNIFICATION; INSURANCE

7.6.1 The Consultant shall promptly correct, without additional compensation, the Consultant's failure to perform its obligations under this Agreement. If the Services affect a third party, then the Consultant shall perform corrections in a manner that minimizes delay to the third party and other damages.

7.6.2 The Consultant shall pay for or reimburse the Secretary for damages and costs the Secretary has incurred or will incur, because the Consultant failed to comply with its obligations under this Agreement. These damages include personal injury to KDOT employees, damage to KDOT property, and economic loss whether the economic loss arises in contract, tort, or equity. Economic loss encompasses direct and consequential damages Kansas law permits the Secretary to recover, including monies the Secretary pays or owes to construction contractors, monies the Secretary pays or owes to consulting firms, delay damages, or other damages arising from the Consultant's failure to comply with its obligations. This Agreement does not authorize third parties to seek recovery as third party beneficiaries of this Agreement or in any other capacity.

7.6.3 The Consultant shall pay for or reimburse the Secretary for damages and costs the Secretary has incurred or will incur, because of the Consultant's negligent acts, errors, or omissions arising out of or in connection with Consultant's performance of this Agreement. These damages include personal injury to KDOT employees, damage to KDOT property, and economic loss whether the economic loss arises in contract, tort, or equity. Economic loss encompasses direct and consequential damages Kansas law permits the Secretary to recover, including monies the Secretary pays or owes to construction contractors, monies the Secretary pays or owes to consulting firms, delay damages, or other damages arising from the Consultant's negligent acts, errors, or omissions. This Agreement does not authorize third parties to seek recovery as third party beneficiaries of this Agreement or in any other capacity.

7.6.4 The Consultant shall hold the Secretary and the Secretary's authorized representatives harmless from and indemnify these persons for all claims, suits, damages (whether property damages, personal injury damages, or economic damages), and costs (reasonable attorney's fees and defense costs) resulting from the Consultant's failure to comply with its obligations under this Agreement, resulting from the Consultant's negligent acts, errors, or omissions in performing its Services, or all of the above. The Consultant shall have no obligation to hold the Secretary or the Secretary's authorized representatives harmless from and indemnify these persons for the Secretary's or the Secretary's representatives' own negligence.

7.6.5 For the life of this Agreement, the Consultant shall maintain professional liability insurance to cover the Consultant's performance of Services. If it becomes apparent that the coverage maintained is inadequate, then the Secretary reserves the right to require the Consultant to increase the scope of coverage, the amount of coverage, or both, to the extent commercially reasonable and available. The Consultant shall require subconsultants and other Consultant-retained personnel or agents to carry professional liability insurance as well if such insurance is available.

7.6.6 Nothing in Article 7.6 shall be construed to mean the Consultant is waiving any rights or defenses the Consultant has under Kansas law or waiving any rights or obligations the Consultant has under the KDOT Consultant Standard of Care Policy, Special Attachment No. 6 to this Agreement. Notwithstanding any other provision of this Agreement, the Secretary reserves any and all rights under law or equity available to the Secretary, KDOT and the State of Kansas.

7.7 CONFLICT OF INTEREST

7.7.1 The Consultant warrants that the Consultant and the Consultant’s employees have no interest and will not acquire any interest, directly or indirectly, which conflicts with the performance of Services under this Agreement. Conflict of interest includes, but is not limited to, any interest which might: (a) impair or compromise the exercise of truthful, objective or impartial independent professional judgment; (b) influence or interfere with the proper performance of duties for the sole benefit and in the best interest of the Secretary and KDOT; (c) otherwise bias or affect advice given or the quality of Services rendered; or (d) any other interest considered a conflict under applicable state or federal law, rule or regulation. In the event Consultant or any of its employees becomes aware of an actual or apparent conflict of interest (whether such conflict of interest involves the Consultant, an employee of the Consultant or a subconsultant, or any other party), then the Consultant shall notify KDOT immediately.

7.7.2 On any Project for which the Consultant is engaged to perform Services by the Secretary, the Consultant shall perform no design, engineering or associated technical services for an entity other than KDOT.

7.7.3 The Consultant shall not hire persons in KDOT’s employment to provide Services under this Agreement without the Secretary’s prior written permission.

7.8. EFFECTIVE DATE; REPRESENTATION OF AUTHORITY

7.8.1 This Agreement shall become effective on the date when both Parties have signed the Agreement. It is intended that the Consultant shall sign first, and the Secretary (or the Secretary’s designated representative) shall sign last; therefore the effective date of the Agreement shall be the latter date.

7.8.2 In signing this Agreement, the Parties and the individual person signing on behalf of such Party represent that the person signing is duly authorized, having the authority and capacity to execute and legally bind the respective entity to this Agreement.

Now therefore, the Parties hereto cause their duly authorized representatives to enter into this Agreement.

Consultant Garver, LLC	Calvin E. Reed, P.E. Acting Secretary of Transportation Kansas Department of Transportation
By: <u>Nicci Tiner</u> <u>3-3-23</u> (Signature) (Date)	By: <u>Greg Schieber</u> <u> </u> (Signature) (Date)
Name: <u>Nicci Tiner</u> (printed)	Greg Schieber, P.E. Interim Deputy Secretary and State Transportation Engineer
Title: <u>Vice President</u>	

Approved by KDOT Legal
HAH 3/10/23

Exhibit A**ITEMS FURNISHED BY THE SECRETARY**

As may be necessary and applicable to the preparation of Reports, Plans and drawings for this Project, the Secretary agrees to furnish to the Consultant the following items and information in the general vicinity of the Project, already on record in the Secretary's files:

ITEM	REMARKS
1. Field Survey Information	No
2. Subsurface & Geologic Data	No
3. Surfacing Recommendations	No
4. Preliminary Studies	Yes, if available
5. Traffic Data/Projection	Yes (no additional traffic counts will be taken)
6. Accident Data	Yes
7. Standard Specifications	Available Online
8. Bureau of Design, Design Manual	Available Online
9. Existing Plans of Adjacent projects	Yes, if available
10. Standard Drawings: Prints of Reproducible sheets	Available Online.
11. Railroad Strip Maps	Yes, if Needed
12. Aerial Photos	Yes, if available
13. Air & Noise reports	Yes, if available
14. Permits necessary for Design Approval	No Data for CORPS Section 404, Division of Water Resources, and KDHE NPDES Permits are furnished by the Consultant.
15. Footing and Foundation Design for Lighting and Permanent Sign Structures	No
16. Standard Reinforced Concrete Box Culvert designs	No
17. Right of Way Descriptions, Easements & Acquisitions	No

WORK ESTIMATE FORM

Exhibit B

CMS No. _____

Section XI, Item A.

Rev. 8/16

KDOT Project No. KA-6499-01

Firm Name: Garver

Project Location: The K-254 study corridor begins a ½ mile east of Hydraulic Avenue and ends at the west ramps of K-196.

SCOPE OF SERVICES: The purpose of this K-254 Corridor Study is to develop the future unifying vision of the K 254 corridor, from Wichita to El Dorado. This vision must recognize opportunities and constraints that will impact potential improvements along the corridor.

<u>Direct Salary</u>	<u>Hourly</u>	<u>Estimated</u>	
<u>Position Classification</u>	<u>Rate</u>	<u>Hours</u>	<u>Total Cost</u>
Principal	\$102.20	56	\$5,723.20
Project Manager	\$73.45	422	\$30,995.90
Deputy Project Manager	\$68.92	360	\$24,811.20
Senior Design Engineer	\$53.39	352	\$18,793.28
Jr. Design Engineer	\$48.50	832	\$40,352.00
Jr. Design Engineer	\$32.50	292	\$9,490.00
Jr. Design Engineer	\$38.78	224	\$8,686.72
Technician	\$27.55	90	\$2,479.50
Administrative Assistant	\$42.01	20	\$840.20

Overhead Rate 191.01 %

Subtotal \$142,172.00

Overhead \$271,562.74

<u>Direct Expense</u>	<u>A</u>	<u>unit</u>	<u>B</u>	<u>A*B</u>
Printing		l.s.		\$0.00
Mileage	4,500.0	mi.	\$0.59	\$2,632.50
Tolls	16.0	ea.	\$7.50	\$120.00
Hotel	28.0	day	\$154.50	\$4,326.00
Meals	37.0	day	\$64.00	\$2,368.00
Market Analysis (DS)	1.0	ea.	\$34,800.39	\$34,800.39
Traffic Counts (TTG)	1.0	ea.	\$18,900.00	\$18,900.00
PEC	1.0	ea.	\$301,284.23	\$301,284.23
Vireo	1.0	ea.	\$69,656.63	\$69,656.63
Direct Expenses				\$434,087.75

Subtotal \$413,734.74

Fixed Fee \$41,373.47

Subtotal \$455,108.21

Direct Expense \$434,087.75

Upper Limit \$889,195.96

Consultant Name Garver, LLC

Nica B. 1-30-23
Project Manager (Date)

Secretary of Transportation

KDOT D. J. Smith 1/31/23
Project Manager (Date)

WORK ESTIMATE FORM

CMS No.

Section XI, Item A.

Exhibit B

REV. 8/10

KDOT Project No. KA-6499-01

Firm Name: PEC

Project Location: The K-254 study corridor begins a ½ mile east of Hydraulic Avenue and ends at the west ramps of K-196.

SCOPE OF SERVICES: The purpose of this K-254 Corridor Study is to develop the future unifying vision of the K 254 corridor, from Wichita to El Dorado. This vision must recognize opportunities and constraints that will impact potential improvements along the corridor. PEC will be providing project management, community engagement, corridor evaluation, conceptual design and assisting with developing the corridor management plan.

<u>Direct Salary</u>	<u>Hourly</u>	<u>Estimated</u>	
<u>Position Classification</u>	<u>Rate</u>	<u>Hours</u>	<u>Total Cost</u>
Principal Engineer	\$78.00	50	\$3,900.00
Project Manager	\$72.00	92	\$6,624.00
Sr Project Engineer	\$66.00	126	\$8,316.00
Project Engineer	\$54.00	519	\$28,026.00
Design Engineer	\$46.00	703	\$32,338.00
Design Technician	\$42.00	473	\$19,866.00
			\$0.00
			\$0.00
			\$0.00

Overhead Rate 176.38 %

Subtotal \$99,070.00

Overhead \$174,739.67 6

<u>Direct Expense</u>	<u>A</u>	<u>unit</u>	<u>B</u>	<u>A*B</u>
Printing		l.s.		\$0.00
Mileage	160.0	mi.	\$0.59	\$93.60
Tolls		ea.		\$0.00
Hotel		day		\$0.00
Meals		day		\$0.00
Sub-Consultants		ea.		\$0.00
Traffic Counts		ea.		\$0.00
Direct Expenses				<u>\$93.60</u>

Subtotal \$273,809.67 6

Fixed Fee \$27,380.97

Subtotal \$301,190.63

Direct Expense \$93.60

Upper Limit \$301,284.23

Consultant Name Professional Engineering Consultants, P.A.

Secretary of Transportation

Kristin Zimmerman 2/20/2023
Project Manager (Date)

KDOT
Project Manager (D)

WORK ESTIMATE FORM

CMS No.

Section XI, Item A.

Exhibit B

REV. 8/10

KDOT Project No. KA-6499-01

Firm Name: Vireo

Project Location: The K-254 study corridor begins a ½ mile east of Hydraulic Avenue and ends at the west ramps of K-196.

SCOPE OF SERVICES: The purpose of this K-254 Corridor Study is to develop the future unifying vision of the K 254 corridor, from Wichita to El Dorado. This vision must recognize opportunities and constraints that will impact potential improvements along the corridor. Vireo will be providing community services coordination for this corridor study.

<u>Direct Salary</u>	<u>Hourly</u>	<u>Estimated</u>	
<u>Position Classification</u>	<u>Rate</u>	<u>Hours</u>	<u>Total Cost</u>
Project Manager	\$37.98	375	\$14,242.50
Sr. Designer	\$22.12	255	\$5,640.60
Sr Project Engineer	\$66.00		\$0.00
Project Engineer	\$54.00		\$0.00
Design Engineer	\$46.00		\$0.00
Design Technician	\$42.00		\$0.00
			\$0.00
			\$0.00
			\$0.00

Overhead Rate 162.83 %

Subtotal \$19,883.10

Overhead \$32,375.65

<u>Direct Expense</u>	<u>A</u>	<u>unit</u>	<u>B</u>	<u>A*B</u>
Printing	8,000.0	l.s.	\$0.25	\$2,000.00
Mileage	-	mi.	\$0.59	\$0.00
Vehicle Rental	8.0	ea.	\$200.00	\$1,600.00
Hotel	16.0	day	\$154.50	\$2,472.00
Meals	16.0	day	\$64.00	\$1,024.00
Online Engagement	1.0	ea.	\$5,076.00	\$5,076.00
Traffic Counts		ea.		\$0.00
Direct Expenses				<u>\$12,172.00</u>

Subtotal \$52,258.75

Fixed Fee \$5,225.88

Subtotal \$57,484.63

Direct Expense \$12,172.00

Upper Limit \$69,656.63

Consultant Name



Secretary of Transportation

Triveece Penelton 2/17/2023

KDOT

Project Manager (Date)

Project Manager

(D)

U.S. DOT Standard Title VI Assurances and Non-Discrimination Provisions

[Reference: US DOT Order 1050.2A; 23 CFR 172.9(c)(1)(vi)]

During performance of this Agreement, Consultant, for itself, its assigns and successors in interest, agrees as follows:

- 1. Compliance with Regulations.** The Consultant will comply with the acts and regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- 2. Non-Discrimination.** The Consultant, with regard to Services performed by it during the performance of this Agreement, will not discriminate on the grounds of race, color or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment, if any. The Consultant will not participate directly or indirectly in the discrimination prohibited by the acts and regulations, including those set forth on page 2 of 2 of this Special Attachment No. 1 and including employment practices when the Agreement covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subconsultants, including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Consultant for services to be performed under a subcontract, each potential subconsultant will be notified by the Consultant of the Consultant's obligations under this Agreement and the acts and regulations relative to non-discrimination on the grounds of race, color or national origin.
- 4. Information and Reports.** The Consultant will provide all information and reports required by the acts, regulations and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Kansas Department of Transportation (KDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations. Where any information required of a consultant or subconsultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to KDOT or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance.** In the event of Consultant's noncompliance with the non-discrimination provisions of this Agreement, KDOT may impose such contract sanctions as it may determine to be appropriate including, but not limited to: (a) withholding payments to Consultant under the Agreement until the Consultant complies; and/or (b) cancelling, terminating or suspending the Agreement, in whole or in part.
- 6. Incorporation of Provisions.** The Consultant will include the provisions of this Special Attachment No. 1 in every subconsultant agreement, unless exempt by the acts, regulations and directives issues pursuant to thereto. The Consultant will take action with respect to any subconsultant as KDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant because of such direction, the Consultant may request KDOT to enter into any litigation to protect the interests of KDOT. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the Agreement and made a part thereof, effective the date of the Agreement.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Certification Regarding Lobbying

[Reference: 23 CFR 172.9(c)(2), 49 CFR Part 20]

The Consultant certifies, to best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The Consultant shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement. Any person who fails to comply with 31 USC 1352 and related regulations may be subject to civil penalty not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant: Garver
(Firm Name)

By: Nicci Tiner
(Signature of Duly Authorized Representative of Consultant)

Name: Nicci Tiner
(Printed)

Title: Vice President

Date: 3-3-23

**VERIFICATION AS TO HISTORY and CURRENT STATUS REGARDING
ELIGIBILITY, SUSPENSION, DEBARMENT, INDICTMENTS, CONVICTIONS or CIVIL JUDGMENTS**
[FHW Form 1273]

I, Nicci Tiner
(printed name of President, Chief Executive Officer, senior manager or duly authorized representative of the firm named below)

being duly sworn and under penalty of perjury, hereby verify and affirm, except as specifically noted and written in "Exceptions" below, that

Garver

(printed name of firm)

and any person associated with such above-referenced firm in the capacity of owner, partner, director, executive, officer, manager, project manager, project director, auditor, or any other substantially similar position, including any position involving the administration of Federal or State funds:

- do not have a proposed debarment currently pending;
- are not now, and have not within the last three years, under suspension or debarment, voluntary exclusion or determination of ineligibility by any Federal or State agency;
- have not, within the last three years, had one or more agreements with a public entity (Federal, State or local) terminated for cause or for default; and
- have not, within the last three years, been charged, indicted, convicted, or had a civil judgment rendered against them by a court of competent jurisdiction for any fraud, criminal offense, embezzlement, theft, forgery, bribery, falsification or destruction of records, or for making false statement or receiving stolen property or violation of anti-trust law(s).

Exceptions: _____
(for any exceptions noted, explanatory documentation to be attached)

The undersigned states that the foregoing is true and accurate and furthermore understands and agrees that such verification is a material representation of fact(s) upon which any party is entitled to rely.

Nicci Tiner 3-3-23
(Signature) (Date)

Nicci Tiner
(Printed Name)

Title: Vice President



Subscribed and sworn to before me, a Notary Public in and for the County of Pulaski, State of Arkansas, this 3rd day of March, 2023.
(month) (year)

Betty S. McPherson
NOTARY PUBLIC

My Commission expires: 12-22-2030

**CONTRACTUAL SERVICES WITH LEGISLATOR or LEGISLATOR'S FIRM
REQUIRED CONTRACT CERTIFICATION**

[KSA 46-239 and KSA 46-233]

Kansas law, KSA 46-239(c), requires the Kansas Department of Transportation (KDOT) to report all contracts entered into with any legislator or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for KDOT for compensation. The undersigned hereby certifies the following:

_____ **YES**, this Agreement is with a legislator or a firm in which a legislator is a member. That legislator is:

Name: _____

Tel: _____

Address: _____

OR

_____ **NO**, this Agreement is not being entered into with a legislator or a firm in which a legislator is a member.

The undersigned understands that this certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for the making or entering into this Agreement.

Consultant: Garver
(Firm Name)

By: Nicei Tiner
(Signature of Duly Authorized Representative of Consultant)

Name: Nicei Tiner
(Printed)

Title: Vice President

Date: 3-3-23

KDOT Project No. 254-08 KA-6499-01



EXHIBIT A (SCOPE OF SERVICES)

The purpose of this K-254 Corridor Study is to develop the future unifying vision of the K-254 corridor, from Wichita to El Dorado. This vision must recognize opportunities and constraints that will impact potential improvements along the corridor. The study corridor begins a ½ mile east of Hydraulic Avenue and ends at the west ramps of K-196. The study area extends approximately one mile north and south of K-254.

Key goals and objectives of this study include the following:

- Define existing conditions along the corridor
- Carryout comprehensive community engagement plan
- Complete a market analysis along the study corridor to define the corridor's market position in the region
- Develop 2035 and 2050 use planning scenarios along the corridor
- Identify future safety and operation needs along the K-254 corridor
- Conduct an environmental evaluation of the corridor
- Develop conceptual improvements to the K-254 corridor that provide a safe and efficient transportation system to accommodate existing, interim, and future traffic volumes
- Prioritize recommended improvements and develop estimates of probable costs for each improvement
- Create strategies for implementing recommended improvements

Generally, the Scope of Services includes the following professional services to:

- Project Administration
- Community Engagement
- Data Collection
- Corridor Evaluation
- Conceptual Design

1. PROJECT ADMINISTRATION

- 1.1. The Garver Team will attend and participate in a study kick-off meeting with the client to review the Scope of Work and project schedule.
- 1.2. The Garver Team will provide study oversight and management, including regular progress reports, invoicing, and internal coordination with the project study team.

2. COMMUNITY ENGAGEMENT

- 2.1. General: The Garver Team will designate a community engagement team to manage and coordinate community engagement activities during the study. The consultant's community engagement team will consist of two dedicated teams – one for public engagement and one for stakeholder engagement. The teams will coordinate overall project phasing, messaging, and communications.



2.2. Community engagement will:

- Develop and carryout a Community Engagement Plan that covers the following topics:
 - Goals, target audience, corridor visioning, project branding/messaging (logo, motto, key messages), engagement phases and purposes, schedules, roles and responsibilities of consultant team and client partners Communications departments
- Focus on four (4) major engagement phases
 - Issues and opportunities
 - Potential improvements
 - Preferred alternative and recommendations
 - Final plan
- Develop content for a project web page and video series to support the planning process

2.3. Public Engagement (part of the Community Engagement Plan) will include the following:

- Manage contact list
- Gathering comments through:
 - Public Meetings (4) held the same day as Steering Committee Meetings
 - Issues and opportunities
 - Potential improvements
 - Preferred alternative and recommendations
 - Final plan
 - Pop-up Meetings (up to 8) to correspond with public meetings
 - Online commenting via a digital engagement platform that can host surveys and/or (if preferred) virtual meetings
- Create collateral materials branded for the project
 - Display boards for public meetings
 - Slideshows for public meetings (as needed)
 - StoryMap at the end of the project to communicate the process and preferred alternative
- Develop broadcasting Tools
 - Content (copy) for a project web page to be hosted on ksdot.org
 - Sample social media content
 - Email marketing
 - Media coordination, e.g. press releases (4)
- Summarize input into major themes to inform each of the four phases
 - Utilize the digital engagement platform (publicinput.com) to help manage and summarize public engagement activities, e.g. tracking sentiment, deploying opinion surveys / online commenting opportunities, etc.
- Conduct project management and coordination

2.4. Stakeholder Engagement (part of the Community Engagement Plan) will include the following:

- Develop and carryout a Stakeholder Engagement plan that covers the following topics:



- Identify stakeholder group
 - Identify steering committee made up of key decision makers from stakeholder group along the corridor
 - Determine roles and responsibilities, engagement approach, schedule and phasing, materials, communication tools
 - Initial list of stakeholders (approx. 50)
 - K-254 Corridor Development Association
 - Local Governments Along the Corridor: Park City, Kechi, Bel Aire, Benton, Towanda, El Dorado, Wichita, Sedgwick County, Butler County
 - City Water and Utilities: Bel Aire and Kechi
 - Area School Districts/Schools: USD 375 (Circle School District), USD 259 (Wichita School District), Sunrise Christian Academy, Resurrection Catholic School
 - First Responders: Kansas Highway Patrol, Butler Co Sheriff, Sedgwick County Sheriff, City Police Depts
 - Fire and EMS: Sedgwick County EMS, Butler County EMS, Sedgwick County Emergency Management, Butler County Emergency Management
 - Area Airports: Wichita Airport Authority – Colonel James Jabara Airport, Stearman Field, Wichita Gliderport
 - KTA
 - WAMPO
 - Colleges: Butler Community College, WSU Tech
 - Economic Development: Greater Wichita Partnership, El Dorado Inc., Kansas Department of Commerce
 - Major Businesses: Barton Solvents, BG Products, Sunflower Commerce Park, Koch Industries, FedEx, Amazon
 - Union Pacific Railroad
 - Rural Water Districts: Sedgwick County RWD 1, Sedgwick County RWD 2, Butler Co RWD 5
 - Whitewater River Watershed District No. 22
 - Agricultural Associations
 - Townships
 - Build and maintain a contacts database
 - Conduct steering committee meetings during each major phase (4) of the Plan
 - Assumption: Committee consists of key decision makers along the corridor
 - Host stakeholder meetings during each major phase (4) of the Plan
 - Offer follow up one-on-one or small group meetings with individual or grouped stakeholders during the first two phases of the plan (Approximately 15 meetings)
 - Develop communication materials to share during steering committee and stakeholder meetings
 - Information Sheets (4) to correspond with each of the four phases
 - Slideshows (4) to correspond with each of the four phases
 - Summarize input into major themes to inform each of the four phases
- 2.5. Deliverables:
- Community Engagement Plan including description of each engagement activity
 - Collateral materials listed above



- Project web page content
- Videos (3), with 3D visualizations

3. DATA COLLECTION

3.1. General: The Garver Team will conduct a thorough investigation of existing conditions along the corridor, including a half-mile study area north and south of the K-254 corridor. The study will examine in detail the existing land use and transportation conditions within the study area.

3.2. Mapping

- Digital aerial photography and GIS mapping from Sedgwick and Butler Counties will be used to prepare exhibits for this project.
- This mapping will cover at least a half-mile north and south of K-254.

3.3. Roadway and Intersection Characteristics

- Obtain existing roadway and intersection plans to use to field verify lane widths, shoulder widths, sidewalk widths and locations, auxiliary lane configurations, traffic controls, crossroad culverts and other drainage facilities, bridge structures, and lighting
- Locate and inventory other existing access along K-254

3.4. Right-of-way and Ownership

- Determine existing right-of-way widths, property line locations, and ownership information from County GIS records along the K-254 frontage and one-quarter mile from K-254 along intersecting roadways

3.5. Land Use and Transportation Plans

- Collect land use plans for communities along the corridor. These plans will include but are not limited to all applicable comprehensive plans, future land use plans, area plans, corridor plans, annexations plans, major development proposals and any studies that will impact the corridor that may be outside the corridor limits.
- Collect existing land uses along the corridor. Existing land uses will be recorded in broad categories such as residential, commercial, industrial, parks/open space, agricultural/vacant, and major institutional
- Collect and summarize existing Transportation Plans for the state, corridor, area, or region, including the KDOT Long Range Transportation Plan, KDOT Freight Plan, KDOT Rail Plan, KDOT Active Transportation Plan, KDOT Access Management Policy, and WAMPO Metropolitan Transportation Plan
- Collect any existing and planned bicycle routes and existing and planned transit routes

3.6. Development Plans

- Collect developer plan information from the local communities for recent and proposed developments within one mile north and south of K-254. This information will be used to inform the market analysis and land use planning.



3.7. Traffic Counts

- Collect daily and AM and PM peak hour traffic counts from local jurisdictions and KDOT
- Conduct daily and AM and PM turning movement counts (cars and trucks) at up to 10 key locations along the K-254 corridor. Newly collected counts will be supplemented with data from previous study
 - Rock Road
 - Webb Road
 - Greenwich Road
 - Andover Road/Butler Road
 - Main Street
 - Adams Road
 - River Valley Road
 - Hunter Road
 - Ohio Street Road
- Collect historic traffic count and class data from KDOT
- Obtain existing and future travel demand models from KDOT and WAMPO
- Supplement turning movement counts with O-D and trucking information available through other national traffic data providers including Replica

3.8. Traffic Crash Data

- Collect traffic crash data from KDOT along the K-254 study corridor for the most current 5-year period available
- Acquire state-wide crash rates for similar facilities

3.9. Existing Utility Data

- Collect record information for existing utilities along the corridor including pipelines, telephone, fiber optic, water, electric, storm and sanitary sewer from respective utility service providers

3.10. Environmental Constraints

- Collect information on stream ways, flood plains, designated wetlands, endangered species habitats, archeological historical features, and other environmental constraints which would affect development of improvement along the corridor. These constraints will be recorded within one mile from K-254.

3.11. Socio-Economic Data

- Compile existing socio-economic data including environmental justice areas, and other key socio-demographic datasets

3.12. Deliverable:

- Summary of existing roadway and intersection characteristics
- Existing right of way map
- Existing land use map (2D and 3D visualization)
- Existing traffic count map
- Heatmap of crash data
- Existing utility map



- Environmental constraints map
- Existing socio-economic community profiles

4. CORRIDOR EVALUATION

4.1. General: The Garver Team will complete an evaluation of existing and future conditions along the corridor. The corridor evaluations will include a market analysis, land use planning, transportation planning and analysis, safety analysis and an environmental evaluation.

4.2. Market Analysis

- Prepare an analysis of market segments within the K-254 area (primary, secondary, regional market areas). The analysis includes an examination of the following:
 - demographic and economic data collection
 - consumer and market segmentation analysis
 - corridor marketability analysis, which will include a SWOT analysis, identification of development/redevelopment opportunities, and soft site/interchange analysis
 - Opportunities and constraints created by the existing transportation/infrastructure network will be considered.
 - Overview of existing supply of real estate products (residential, commercial, office, and industrial) in the corridor and market areas
 - Identify competitive districts/clusters, including rental rates, absorption trends, and capacity for additional development to help understand the scale and timing of possibilities in the K-254 area
- Quantify short and medium-term market potential for residential, commercial, office, and industrial development within the study area and its subareas, including building square footage, achievable rents, target markets, and land needs

4.3. Land Use Planning

- Develop candidate economic development “identities” for the corridor with the Steering Committee
- Identify opportunities and constraints for development along the corridor based on development potential (flood plains, existing zoning, transportation network, utilities, right of way, etc)
- Based on results of Market Analysis, existing land uses, compiled land use plans, known development, and community engagement input, create two future land use scenarios (2035 and 2050 in 2D and 3D visualizations) for the corridor (within a half-mile of either side of corridor). Include residential, commercial, industrial, and office densities. Assess trade-offs and impacts of each scenario to present to Steering Committee.
- Detail land use planning regulatory mechanisms (amendments to Comprehensive Plans, zoning overlay, amendments to subdivision regulations, etc.) for area land use planning entities to implement the Corridor Plan



4.4. Transportation Planning and Analysis

- Develop exhibits of existing daily, AM and PM peak hour volumes for major arterial segments and intersection within the study area. The existing data will come from various sources including existing intersection counts, KDOT traffic count maps, and information from Replica and RITIS.
- Evaluate existing K-254 route segments using Highway Capacity software and intersection levels of service using the most current version of Synchro software to identify existing study corridor deficiencies during AM and PM peak hours
- Forecast 2035 and 2050 future traffic volumes based on background traffic growth and anticipated development for 2035 and 2050 land use scenarios. Historic traffic growth trends and information from WAMPO's travel demand model will also be used to develop future traffic volumes
- Develop travel demand models for each future land use scenario, including trip generation, trip distribution and trip assignment. Models will include traffic analysis zones (TAZ), influence areas and external stations.
- Develop exhibits for 2035 and 2050 No Build daily, AM and PM peak hour segment and intersection volumes within the study area
- Develop exhibit for 2035 and 2050 Build daily, AM and PM peak hour segment and intersection volumes within the study area
- Evaluate No Build K-254 route segments and intersections for 2035 and 2050 land use scenarios to identify future deficiencies during AM and PM peak hours
- Evaluate recommended improvement alternatives for route segments and intersections along the K-254 corridor for 2035 and 2050 land use scenarios including grade-separated interchanges and intersection improvements and/or closures during AM and PM peak hours
- Identify various immediate, midterm and ultimate improvement recommendations along the K-254 corridor based on traffic volume triggers

4.5. Safety Analysis

- Review previous safety study and associated improvement recommendations
- Map most recent 5-years period of crash data for the corridor to identify locations with reoccurring events
- Evaluate crash data for correctable patterns and relate crashes to access locations and densities
- Review safety feedback from community engagement activities and evaluate potential safety improvement needs
- Using provided data, develop corridor specific crash rate and compare to state-wide average rate for similar facilities
- Use Crash Modification Factors from the Highway Safety Manual to quantify the impacts of various immediate, midterm and ultimate improvement recommendations

4.6. Environmental Evaluation

- Review environmental constraints to document environmentally sensitive areas that could affect the construction of the project. The environmental constraints evaluation will include a desktop review of available resources, known occurrence



records, and regulatory databases. The following resources will be documented and provided on environmental constraints mapping:

- Traffic noise – A noise screening evaluation will be completed that will utilize existing and projected traffic and alignments based on up to 3 conceptual layouts for the ultimate corridor. The screening will identify potential traffic-related noise impacts.
- Hazardous materials – Known sites and those field confirmed will be discussed and located on exhibits.
- Farmland impacts – Estimated prime farmland impacts will be determined based on available NRCS data.
- Water resources – Water resources such as public water supply wells, wellhead protection areas, wetlands, streams, and other potentially affected aquatic features will be delineated by desktop review and field confirmed to the extent possible.
- Biological resources – Preferred habitat for current federally listed threatened and endangered species will be identified on report exhibits and discussed in the report. Preferred habitat for state listed species will also be identified.
- Floodplains – Floodplains will be delineated based on available FEMA maps or other sources on exhibits and discussed in the report.
- Cultural and historical properties – Previously documented sites will be identified and included in the report exhibits. Adjacent structures 45 years of age and older will be identified by review of historic imagery and topographic information for potential later evaluation.
- Public lands – Public lands will be identified on exhibits and discussed in the report.
- Complete a limited sight investigation to field confirm the presence/absence of specific desktop-identified sensitive environmental features. The field confirmation effort will be completed from public right of ways.

4.7. Deliverable

- White paper summarizing key findings of market analysis
- Market analysis graphics to support presentations, engagement, and deliverables
- Three future land use scenarios (2D and 3D visualizations)
- Recommended land use planning regulatory mechanisms
- Exhibit of existing traffic volumes
- Exhibit of future No Build traffic volumes
- Exhibit of future Build traffic volumes for the ultimate corridor improvements
- Traffic report summarizing existing, future No Build and future Build traffic operations
- Map of crash locations
- Environmental constraints report of findings and recommendations
- Table of environmental databases reviewed, exhibits, photographs, and other documentation



5. CONCEPTUAL DESIGN

5.1. General: The Garver Team will develop conceptual geometric and bridge alternative design plans for each of the immediate, midterm and ultimate improvements. This will include corridor-wide elements such as a frontage/backage road network along with up to two alternative concepts at individual locations.

Conceptual designs will be developed based on the following considerations: current and future traffic volumes, safety, impacts to utilities, environmental constraints, signage, drainage impacts, rights of way, maintenance of traffic, constructability, and overall feasibility

5.2. Conceptual Alternatives

- One (1) Corridor-wide conceptual alternative for a frontage/backage road network
- Up to two (2) conceptual alternatives for access to/from K-254 and the local arterial road network at the following locations: Hillside Avenue, Oliver Street, Woodlawn Boulevard, Rock Road, Webb Road, Greenwich Road, 127th Street, 143rd Street, 159th Street, Butler Road, Main Street, Meadowlark Road, Indianola Road, Tawakoni Road, Adams Road, River Valley Road, Ohio Street Road, and Hunter Road.
- Up to two (2) conceptual alternative typical sections for major arterials within study area
- Bridge Evaluation
 - Type, Size and Location to be evaluated for up to two (2) conceptual alternatives at up to ten (10) grade separations along the corridor for interchange and non-interchange locations
- Evaluate improvement impacts to existing utilities, environmental constraints, drainage, and right of way along the K-254 corridor.

5.3. Evaluation Matrix

- An evaluation matrix will be developed with feedback from KDOT Planning to provide alternative scoring most closely aligned to KDOT's Local Consult scoring criteria. This evaluation matrix will be utilized twice; once after initial conceptual alternatives have been created to eliminate low scoring projects and again after further development and public involvement to determine final priorities of the ultimate corridor improvements.

5.4. Project Prioritization for Recommended Ultimate Corridor Improvements

- Priorities will be determined using the evaluation matrix developed in Section 5.3. Individual priority projects will include a corridor-wide frontage/backage road network and the ultimate intersection/interchange improvements along the corridor.
- Develop immediate, midterm, and ultimate improvement recommendations at up to ten (10) intersections along the K-254 corridor based on 'triggers' including traffic volumes, available funding, and safety. These "trigger" improvements may include parts of a larger KDOT project, projects that satisfy warrants for traffic signals or turn lanes, and projects that improve capacity and other measures of effectiveness.

5.5. Conceptual Signage and Wayfinding Enhancements

- Evaluate KDOT criteria for signing along study corridor



- Develop conceptual signage based on ultimate corridor improvements

5.6. Deliverables

- Conceptual Alternative exhibits for Community Engagement including bridge and other structural aspects along the corridor
- Evaluation matrix with scoring from initial conceptual alternatives and scoring to determine priorities
- Ultimate typical sections for K-254 and intersecting arterials
- Plan plates for recommended ultimate corridor improvement projects
- Estimates for Probable costs

6. CORRIDOR MANAGEMENT PLAN

6.1. General: The Garver Team will develop a Corridor Management Plan that summarizes the project approach throughout the life of the project, includes graphics of immediate, midterm and ultimate improvements along with estimates of probable costs, and outlines an implementation plan.

6.2. Summary of Project Approach with Exhibits

- Executive Summary
- Introduction
 - Corridor Management Plan Needs and Purpose Statement
 - Project Description
 - Project Partners
- Community Engagement
 - Public Engagement Outcomes
 - Stakeholder Engagement Outcomes including Steering Committee input
- Market Analysis
 - Existing Economy within the Region
 - Key Economic Indicators
 - Project Market Demand Analysis
- Land Use Planning
 - Existing Land Use
 - Future Land Use for Low, Moderate, and High Scenarios
- Transportation Planning and Analysis
 - Summary of Existing Transportation Plans
 - Existing Daily and Peak Hour Traffic Volumes) AM/PM/Daily
 - Future Daily and Peak Hour Traffic Volumes (2035 and 2050) for No Build and Build scenarios
 - Existing Segment and Intersection Levels of Services for AM/PM peak hours
 - Future No Build Segment and Intersection Levels of Services (2035 and 2050) for AM/PM peak hours
 - Future Build Segment and Intersection Levels of Services (2035 and 2050) for AM/PM peak hours
- Safety Analysis
 - Statewide Crash Rate
 - Existing K-254 Crash Rate



- Future No Build K-254 Crash Rate
 - Future Build K-254 Crash Rate
- Environmental Evaluation
 - Constraints
 - Potential Impacts

6.3. Recommended Ultimate Corridor Improvements

- Plan plates for recommended improvements, including cost estimates
- List of improvement projects by priority
- Summary of prioritization process

6.4. Implementation

- Implementation Toolbox
- Corridor Preservation Strategies
- Access Management Strategies
- Funding/Financing Strategies
- Safety Corridor Strategies including Non-infrastructure Strategies

7. ADDITIONAL SERVICES

- 7.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.
- Survey along the K-254 corridor
 - Gap analysis of existing city/county regulations
 - Develop Interlocal agreements
 - Grant writing
 - Garver Capital Improvement Plan (CIP) tool
 - Hydrology and Hydraulic Evaluation

8. SCHEDULE

- 8.1. The Garver Team shall begin work under this Agreement within ten business (10) days of execution of this Agreement and shall complete the work in accordance with the schedule below:



Project Milestones	Completion Date
Notice to Proceed	January 31, 2023
Data Collection	March 31, 2023
Community Engagement #1	Week of April 17, 2023
Corridor Evaluation	July 28, 2023
Community Engagement #2	Week of August 14, 2023
Conceptual Improvement Alternative Development	September 15, 2023
Community Engagement #3	Week of December 4, 2023
Recommended Improvement Development and Cost Estimate	January 19, 2024
Final Recommendation and Corridor Management Plan	March 29, 2024
Community Engagement #4	Week of April 15, 2024
Implementation Strategy Development	May 3, 2024

CONSULTANT REIMBURSEMENT FOR ACTUAL DIRECT COSTSSee Payment Article

- A. **General Principles of Reimbursement.** Actual direct costs of performing Services are compensable, provided such costs are “allowable” under 48 CFR subpart 31.2 and meet all the following requirements. The costs must be:
- Reasonable
 - Allocable and
 - In accordance with accepted accounting principles and practices appropriate to the circumstances.
- B. **Travel Costs*.** [Note: A daily itemized cost recap per individual per day of travel shall be submitted with each invoice.] These costs must be submitted at the same time as the labor costs. With respect to travel costs, the following requirements apply.
- 1) Hotel and other lodging.
 - a. The lodging must be a temporary location/residency. If employees move to this location and have no other residency or rent out their previous residency, it will be considered that they moved and that employee will not be on expenses.
 - b. The maximum per-night cost of any hotel or lodging shall not exceed the current rate of \$91.00 per night (2017 rate), unless extenuating circumstances justify an increase to a higher maximum amount not to exceed \$137.00 per night. Requests for over \$91.00 per night must be submitted with justification and approved by the KDOT’s Area Construction Engineer/Manager prior to incurring the expense. Maximum amounts cited above shall exclude taxes.
 - c. Out-of-State Lodging: no costs for out-of-state lodging will be reimbursed unless advance written approval of KDOT’s Area Construction Engineer/Manager is obtained prior to incurring the cost.
 - 2) Meal per diem rate. *Per diem* rates for meals will be reimbursed only for those calendar days of travel requiring one or more overnight stays in a hotel or other lodging. The meal *per diem* rate applies for each day requiring an overnight stay.
 - a. The current *per diem* rate for meals is a maximum amount of \$51.00 per day (2017 rate); provided, however, if the hotel accommodation provides breakfast as part of the room or other lodging rate, then the maximum amount is reduced by \$8.00 to \$43.00, unless some extenuating circumstance exists to disregard the reduction. Consultant shall furnish justification of any extenuating circumstance along with the invoice.
 - b. Billing or invoicing for meal *per diem* must be submitted with the lodging receipt(s).
 - 3) Mileage and other related vehicle costs.
 - a. Per-mile rate. Mileage will be reimbursed in accordance with the then-current standard rate established by the IRS for authorized business travel using the most direct route (2017 Rate is \$0.535). Mileage recap per day must be maintained and submitted by Consultant with the invoice. The lesser of the distance from the employee’s residency or work office will be used for mileage to the project; this mileage must be submitted with the 1st invoice per employee.
 - b. Other direct actual costs: Invoices for charges in connection with tolls, parking, etc. must be substantiated by receipts for such costs. Requests for vehicle rental charges must be submitted with justification and approved by the KDOT’s Area Construction Engineer/Manager prior to the expense.
- C. **Other Direct Costs.** Actual rates for direct costs incurred by Consultant and invoiced to KDOT which are not substantiated by a third party receipt but billed as a unit, hourly, daily or other rate (such as costs of or hourly “use” charges for equipment, CAD, GPS, LIDAR or similar items), shall be calculated in accordance with the AASHTO Uniform Audit & Accounting Guide. With regard to other supplies or equipment, only those which are (a) required by KDOT for project-specific use and (b) totally consumed (i.e. paint, lathe, etc.) or used solely in performance of Services may be billed as a direct cost. For example, cell phones and safety equipment such as hard hats, glasses and vests are not reimbursable direct costs.

**Travel costs (lodging, meals and mileage) may be adjusted annually by KDOT per federal or state guidelines.*

Electronic Data Interchange
Kansas Department of Transportation

The Secretary and the Consultant desire to process engineering services payments and supplemental agreements to existing engineering services agreements through electronic data interchange (EDI) to receive the benefits of faster payment and processing and to eliminate duplication of effort and time. In consideration of the premises and covenants herein contained, the Parties hereto agree as follows.

1. The Consultant agrees to use an EDI provider approved by the Secretary, to send and receive data files between the Secretary and the Consultant.
2. The Consultant agrees to use the Kansas Department of Transportation's Construction Management System (CMS) as the standard for EDI transactions. The Consultant agrees to use the CMS Manual for Design Consultants in processing pay vouchers and change orders. The Consultant acknowledges that supplemental agreements will be submitted as a change order in CMS. The Consultant agrees to use the Secretary's project number and CMS contract number on all EDI transactions and correspondence.
3. The Consultant agrees to have accepted the EDI pay voucher when the Secretary has issued a finalized CMS pay voucher.
4. The Consultant agrees that the acceptance period for a change order is as follows: The acceptance period will be the period of seven (7) working days after the finalized change order has been transmitted to the Consultant in order for the Consultant to review the change order. If the Consultant detects any errors or omissions during this period, the Consultant will make it known to the Secretary the same. At the end of the acceptance period, the Consultant is deemed to have accepted the change order. Problems with the CMS change order detected after the end of the acceptance period will be resolved by the Secretary.
5. The Consultant agrees that progress reports are to be submitted electronically on a monthly basis. The Consultant agrees that the progress reports will be transmitted monthly, no later than the 24th of each month, the date established by the Secretary.
6. The Consultant agrees to maintain all data, proposals and all documents needed for pay vouchers and change orders for a period of five (5) years after completion of this Agreement. The Consultant will make available for audit, as requested by the Secretary, any such information, whether in an electronic format or on paper.
7. The Consultant confirms that all requests for payment will be for actual work performed based on actual cost.

KANSAS DEPARTMENT OF TRANSPORTATION
CONSULTANT STANDARD OF CARE POLICY

I. DEFINITIONS

- A. Construction Contract. A written agreement between the Secretary and a Construction Contractor, requiring the Contractor to construct or reconstruct a Construction Project for which the Consultant is performing Services.
- B. Construction Contractor. The individual, partnership, corporation, joint venture, or other legal entity performing a Construction Contract for the Secretary.
- C. Consultant. The Consultant firm, its employees, subconsultants, and any other Consultant-retained agents that will be performing services for the Secretary.
- D. KDOT. The Kansas Department of Transportation.
- E. Negligence. Those acts, errors, or omissions in the Consultant's services that fail to meet the degree of care, skill, and diligence ordinarily exercised by members of the same profession in the same locality under similar circumstances.
- F. Problem. The Consultant's negligence, the Consultant's alleged negligence, or the Consultant's failure to comply with its obligations under an agreement with the Secretary.
- G. Secretary. The Secretary of Transportation of the State of Kansas.
- H. State Transportation Engineer. The KDOT Deputy Secretary of Engineering & State Transportation Engineer of the State of Kansas.
- I. Chief of Design. The KDOT Director of the Division of Engineering and Design, or his or her designee.
- J. Solution. Corrective action(s) to overcome a Problem, including without limitation: 1) the Consultant revising reports, technical data, special provisions, plans, or a combination thereof; 2) the Secretary hiring a third party to make revisions to final reports, technical data, special provisions, plans, or a combination thereof; 3) the Secretary using the Construction Contractor or retaining a third party to repair, remove, or remove and replace work performed on the Construction Contract.

II. KDOT'S AND CONSULTANT'S OBLIGATIONS UPON ENCOUNTERING A PROBLEM

A. If a Problem presents an immediate danger to persons or property, the KDOT personnel shall take those steps necessary to fulfill the Secretary's obligations for public safety.

1. The KDOT personnel shall notify the Consultant and furnish information to the Consultant as provided in Section II.B; however, the Consultant may not be given time to investigate the Problem or assist in determining the Solution.
2. If the Chief of Design determines the Solution without the Consultant's input and the Consultant disagrees with the Solution, cost, or both, the Consultant may appeal to the State Transportation Engineer the Chief of Design's decision of the Solution, costs, or both. The Consultant shall file this appeal within 15 calendar days after the Chief of Design furnishes the Consultant a written decision on the Solution, cost, or both. The State Transportation Engineer will hold a formal, administrative hearing as provided in Section III below.

B. If KDOT personnel believe that a Problem may cause or has caused KDOT to incur economic or other damages and does not present an immediate danger to persons or property, the KDOT personnel will:

1. Notify verbally both the Consultant and the Chief of Design of the Problem upon discovering the Problem. Follow the verbal notice with written notice that identifies the Problem and the nature of the potential economic and other damages that may result from the Problem. Furnish a monetary estimate of the potential damages if possible.
2. Furnish to the Consultant and Chief of Design all relevant information KDOT personnel have on the Problem as soon as the information is obtained; and
3. Give the Consultant, in the written notice, a designated time to investigate the Problem and assist in determining the best Solution. KDOT will determine this time based on the nature of the Problem, the severity of the Problem, the Consultant's ability to respond, and the traveling public's needs, among other things. The Consultant's responsibility to mitigate damages is not restricted or controlled by the designated response time.

C. The Consultant and the Chief of Design will attempt to agree upon a Solution except when an immediate danger situation prevents such an attempt. The Consultant and the Chief of Design will attempt to agree upon the costs necessary to implement the Solution. The Chief of the Bureau of Design may hold an informal meeting to discuss potential Solutions, costs, or both.

1. If the Consultant does not offer a Solution(s) within the time KDOT designates in Section II.B or within a different time the parties have agreed upon and KDOT needs to minimize delay to third parties and minimize other damages (personal injury, property, or economic damages), the Chief of Design may determine the Solution without the Consultant's input. The Consultant waives the right to challenge the Solution the Chief of Design selects when the Consultant has

failed to offer its input timely although the Consultant does not waive the right to challenge the amount of the damages incurred.

2. If the Consultant offers a Solution(s) within a reasonable time and the Consultant and Chief of Design agree upon that Solution, their agreement will bind the Consultant and Secretary.

KDOT's agreement to the Solution is not an undertaking of the Consultant's responsibility for the Solution.

3. If the Consultant and Chief of Design are unable to agree upon a Solution, the cost of the Solution, or both, the Consultant may appeal to the State Transportation Engineer the Chief of Design's decision of the Solution, cost, or both. The Consultant shall file this appeal within 15 calendar days after the Chief of Design furnishes the Consultant a written decision on the Solution, cost, or both. The State Transportation Engineer will hold a formal, administrative hearing as provided in Section III below.

D. KDOT will endeavor to comply with Section II.B; however, KDOT field personnel may authorize the Construction Contractor or a third party to repair, remove, or remove and replace work performed on the Construction Contract without complying with Section II.B. KDOT's failure to give the Consultant notice, time to investigate the Problem, the opportunity to assist in determining the Solution, or a combination thereof is not a breach of contract or breach of good faith and fair dealing. KDOT's failure to give the Consultant notice, time to investigate the Problem, the opportunity to assist in determining the Solution, or a combination thereof does not excuse the Consultant's obligation to design the Solution and pay for the economic damages or other damages KDOT incurs because of the Problem. Yet, nothing in Section II prevents the Consultant from asserting that the Solution is arbitrary or the damages are excessive.

E. Nothing in this Section II prevents the Secretary from requiring the Consultant to design a particular Solution. If KDOT orders a particular Solution and the Solution is unsuccessful through no fault of the Consultant, the Secretary will bear the costs incurred in developing and implementing the unsuccessful Solution.

III. FINAL ADMINISTRATIVE HEARING AND APPEAL RIGHTS

A. For Problems the Chief of Design and Consultant were unable to resolve under Section II of this Policy, the State Transportation Engineer will hold a formal, final administrative hearing or will appoint another hearing officer or a hearing panel to hold a formal, final administrative hearing.

1. The State Transportation Engineer has sole discretion to conduct the final administrative hearing or appoint another hearing officer or a panel for this purpose. Any hearing officer may be a KDOT employee or a non-KDOT employee. Any panel may consist of KDOT employees, non-KDOT employees, or a combination thereof.

2. If the Consultant requests a non-KDOT hearing officer or panel and the State Transportation Engineer grants this request, both parties will share equally the expense of the outside hearing officer or panel.

B. Time Period for Filing Appeals; Waiver. The Consultant shall file its appeal within 15 calendar days after the Chief of Design furnishes the Consultant a written decision on the Solution, cost, or both. Alternatively, the Consultant may obtain the Chief of Design's approval to file the appeal outside the 15-calendar day period. If the Consultant fails to file the appeal within the required 15 calendar days or fails to obtain a time extension, the Consultant waives the right to appeal the claim and accepts the Chief of Design's decision.

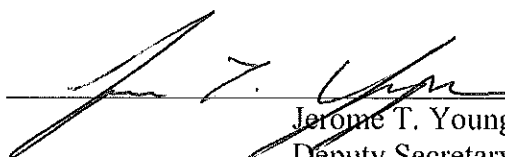
C. Hearing Procedure. The final administrative hearing will take the following form unless the Consultant and Secretary agree otherwise in writing.

- Before the hearing, the Consultant shall submit a written statement identifying the issues in dispute (questions of law and questions of fact);
- A court reporting service will record the hearing. A party may request a written transcript of the proceeding at that party's expense;
- All witnesses will testify under oath;
- A party may have Legal Counsel present. Counsel has the right to examine all witnesses;
- Formal rules of evidence do not apply. While hearsay is admissible generally, the hearing officer may require further substantiation or authentication of hearsay evidence;
- Legal Counsel may present a party's arguments; however, these arguments are not evidence. Thus, for the hearing officer to consider these arguments, Counsel's arguments must be supported by witness testimony, documentation provided to the hearing officer, or both; and
- The agency record will consist of the hearing transcript, all documentation submitted to the hearing officer or panel at the hearing, and all documentation the hearing officer or panel and State Transportation Engineer considered in reaching a decision.

D. Final Agency Decision. The State Transportation Engineer will issue a final agency decision whether the State Transportation Engineer conducts the hearing or appoints a hearing officer or panel to conduct the final administrative hearing. If a hearing officer or a panel conducted the final administrative hearing, the State Transportation Engineer will issue the Agency's final decision after:

- reviewing the hearing officer's or panel's decision with the agency record; and
- concurring in the decision or modifying the decision as the State Transportation Engineer deems best.

E. The State Transportation Engineer's decision under this Consultant Standard of Care Policy represents KDOT final agency action under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (KJRA) K.S.A. 77-601 et seq.



Jerome T. Younger, P.E.
Deputy Secretary for Engineering and
State Transportation Engineer

11/31/14
DATE

Certificate of Final Indirect Costs*

This is to certify that I have reviewed this proposal to establish the final indirect cost rate and to the best of my knowledge and belief:

1. All costs included in the proposal dated 04/12/2022 to establish final indirect cost rate of 191.01% for the period of 01/01/2021 to 12/31/2021
(insert indirect (overhead) cost rate) (insert start & end date of applicable fiscal year of Firm)

are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), Part 31; and

2. This proposal does not include any costs which are expressly unallowable under applicable Federal cost principles of the Federal Acquisition Regulations (FAR) title 48, Code of Federal Regulations (CFR), Part 31.

Firm: GARVER

**By: Beverly M. Roberson
Signature

Name: BEVERLY M. ROBERSON
Printed Name of Certifying Official

Title: PRINCIPLE ACCOUNTING OFFICER

Email: BMROBERSON@GARVERUSA.COM

Date: July 6, 2022

***Note:** the term "Indirect Cost Rate" may also be referred to elsewhere as the "overhead rate", "overhead multiplier" or the "indirect (overhead) cost rate" or similar alternative expressions.

****Federal regulation 23 CFR 172.11(c)(3)(ii) requires that the certifying official to be an individual executive or financial officer of the firm's organization at a level no lower than Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate submitted to KDOT.**

For KDOT to complete:

Firm Name: _____

Indirect (Overhead) Cost Rate: _____

Time Period (Firm's Fiscal Year) Covered by the Indirect (Overhead) Cost Rate: _____

Certificate of Final Indirect Costs*

This is to certify that I have reviewed this proposal to establish the final indirect cost rate and to the best of my knowledge and belief:

1. All costs included in the proposal dated August 31, 2022 to establish final indirect cost rate of 176.38 for the period of October 1, 2020 to September 30, 2021
(insert indirect (overhead) cost rate) (insert start & end date of applicable fiscal year of Firm)
are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), Part 31; and
2. This proposal does not include any costs which are expressly unallowable under applicable Federal cost principles of the Federal Acquisition Regulations (FAR) title 48, Code of Federal Regulations (CFR), Part 31.

Firm: Professional Engineering Consultants, P.A.

**By: Lindsay M. Fuoss
Signature

Name: Lindsay Fuoss
Printed Name of Certifying Official

Title: Controller

Email: Lindsay.Fuoss@pec1.com

Date: 9-21-2022

***Note:** the term "Indirect Cost Rate" may also be referred to elsewhere as the "overhead rate", "overhead multiplier" or the "indirect (overhead) cost rate" or similar alternative expressions.

****Federal regulation 23 CFR 172.11(c)(3)(ii) requires that the certifying official to be an individual executive or financial officer of the firm's organization at a level no lower than Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate submitted to KDOT.**

For KDOT to complete:

Firm Name: _____

Indirect (Overhead) Cost Rate: _____

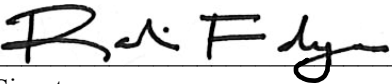
Time Period (Firm's Fiscal Year) Covered by the Indirect (Overhead) Cost Rate: _____

Certificate of Final Indirect Costs*

This is to certify that I have reviewed this proposal to establish the final indirect cost rate and to the best of my knowledge and belief:

1. All costs included in the proposal dated 11/8/2022 to establish final indirect cost rate of 162.84% for the period of 1/1/2022 to 12/31/2022
(insert indirect (overhead) cost rate) (insert start & end date of applicable fiscal year of Firm)
are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), Part 31; and
2. This proposal does not include any costs which are expressly unallowable under applicable Federal cost principles of the Federal Acquisition Regulations (FAR) title 48, Code of Federal Regulations (CFR), Part 31.

Firm: Vireo, LLC

**By: 
Signature

Name: Robin Fordyce
Printed Name of Certifying Official

Title: Owner

Email: robin@bevireo.com

Date: 1/17/2023

***Note:** the term “Indirect Cost Rate” may also be referred to elsewhere as the “overhead rate”, “overhead multiplier” or the “indirect (overhead) cost rate” or similar alternative expressions.

****Federal regulation 23 CFR 172.11(c)(3)(ii) requires that the certifying official to be an individual executive or financial officer of the firm’s organization at a level no lower than Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate submitted to KDOT.**

For KDOT to complete:

Firm Name: _____

Indirect (Overhead) Cost Rate: _____

Time Period (Firm’s Fiscal Year) Covered by the Indirect (Overhead) Cost Rate: _____



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Garver, LLC
DBA as Garver, LLC

ISSUE DATE
03/14/2023

TRANSACTION ID
TJH7-ETSE-F635

CONFIRMATION NUMBER
C6MS-H3HJ-BCYJ

TAX CLEARANCE VALID THROUGH 06/12/2023

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

Special Attachment No. 8



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Professional Engineering Consultants, P.
DBA as Professional Engineering Consultants, P.

ISSUE DATE
02/09/2023

TRANSACTION ID
TSTB-KDAT-84X5

CONFIRMATION NUMBER
C77N-TF7R-G6B6

TAX CLEARANCE VALID THROUGH 05/10/2023

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

Special Attachment No. 8



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Vireo LLC
DBA as Vireo

ISSUE DATE
01/27/2023

TRANSACTION ID
TXMA-PSBX-ESB2

CONFIRMATION NUMBER
CR6G-3ASA-XMT3

TAX CLEARANCE VALID THROUGH 04/27/2023

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Carver
Contractor Name (Type or Print)

By: Nicci Tiner
Signature

Nicci Tiner
Printed Name

Vice President
Title

3-3-23
Date

**REQUIRED CONTRACT PROVISION
CERTIFICATION -- BOYCOTT OF ISRAEL PROHIBITED**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with any Company to acquire or dispose of goods or services, including without limitation supplies, information technology or construction, with an aggregate price of more than \$100,000 unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State. 50 U.S.C. § 4607 prohibits any United States person engaged in interstate or foreign commerce from boycotting or taking actions that further or support "any boycott fostered or imposed by a foreign country against a country which is friendly to the United States", with limited exceptions.

Following award of the contract to the Consultant, the Consultant shall certify that the Consultant is not currently engaged in a boycott of goods or services from Israel. KDOT shall provide a copy of the Contractor Required Contract Provision 07-01-17-R01 (Certification) along with the contract. Sign and return to KDOT the Certification and the contract. The Secretary will not sign the contract until the Consultant has provided the Certification.

If the Consultant fails to submit the required Certification, the Secretary will cancel the award of contract to that Contractor and either re-award the contract to the next most highly ranked consultant.

As a Consultant entering into a contract with the Secretary of Transportation, as the principal contracting party for the State of Kansas or as the agent for a disclosed Local Public Authority, it is hereby certified that the Consultant listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

Nicci Tiner
Signature of Consultant Representative

3.3.23
Date

Nicci Tiner Vice President
Printed Name and Title of Person Signing

Garver
Consultant Name

254-08 KA-6499-01
Project No.

08-11-20 C&M (HAH)

KANSAS DEPARTMENT OF TRANSPORTATION PROJECT AUTHORIZATION

Revised Cost, Schedule and Funding						Sheet 1 of 6
Project Number:	KA-6499-01	Prog. Cat / Subcat:	MM/COR	District:	00	
Primary Route:	K254	Env. Class:	CLASS IIA	MPO Area:	WICHITA	
Primary County:	008	Route Class-MFV:	C	Sales Tax Exempt:	Not Exempt	
Prim Fed Proj Num:		NHS Project:	Y	Leaders		
Length (mi):	21.600	FHWA Func. Class-MFV:	OFE	Proj. Mgr:	David Seitz	
FY Programmed:	2023	Design Criteria:	N/A	Area Engineer:		
Sched. Best Let (C25):	April-2024	FHWA Oversight:		Road Design:	Debbie Tanking	
Letting Type:	NONE	KDOT Program:	ELTP	Bridge Design:		
Technical Name:	K-254 Corridor Management Plan					
Technical Location:	K-254 Corridor consists of the K-254 from the City of Wichita to the City of El Dorado, Extending one mile on either side of K-254					
Technical Scope:	Set forth an overall land-use and access management strategy, identifying various transportation improvements to keep traffic moving safely and efficiently as development occurs.					
Friendly Name:	K-254 Corridor Plan					
Friendly Location:	K-254, from Wichita to El Dorado					
Friendly Scope:	Develop a K-254 Corridor Master Plan					
Reason / Justification for Change:	Revised cost, schedule and funding as requested by Colby Farlow, Program Management Engineer, Division of Program Management, in an email dated January 30, 2023.					

Initiated By: Program & Project Mgmt (Miller) **Signature:** Signed by Kellie J Miller at 2/1/2023 7:59:41 AM on PC DT16PC03

Comments:

Signed by Peter J Van Sickle at 2/22/2023 12:35:14 PM on PC DT16PC02L

Chief of Program & Project Management

FHWA Concurrence <input type="checkbox"/> Proposed Environment Classification	STE PROJECT AUTHORIZATION <input checked="" type="radio"/> Approve <input type="radio"/> Disapprove Comments: Signed by Gregory M. Schieber at 2/23/2023 11:06:35 AM on PC DT44DP01L
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KANSAS DEPARTMENT OF TRANSPORTATION PROJECT AUTHORIZATION

Initiated Date: 2/1/2023

KA-6499-01 K-254 Corridor Management Plan

Sheet 2 of 6

Work Phase	Original Estimate	Current Estimate	WP Fund Category	Prorata	Fund Max
PE	500,000	900,000	K	100.00%	0
			OTHER	0.00%	0
Totals:	500,000	900,000			

Project Fund Category	Project Fund Prorata	Sum Of WP Maximums	Project Maximum
K	100.00%	0	0
OTHER	0.00%	0	165,000

**KANSAS DEPARTMENT OF TRANSPORTATION
PROJECT AUTHORIZATION****Initiated Date:** 2/1/2023

KA-6499-01 K-254 Corridor Management Plan

Sheet 3 of 6

Project Schedule

<u>MI/CP</u>	<u>Name</u>	<u>Sched Start</u>	<u>Act Start</u>	<u>OBSE</u>	<u>Responsible OBSE Manager</u>
M15	Kauth	12/16/2021		PPT	Gene Ingwerson
M31	Wauth	12/17/2021		PPT	Gene Ingwerson
C10	Bstdy	1/3/2022		PPT	Gene Ingwerson
C25	Estdy	4/30/2024		PPT	Gene Ingwerson
M41	FedEnd	10/23/2025		PPF	Susie Lovelady

KANSAS DEPARTMENT OF TRANSPORTATION PROJECT AUTHORIZATION

Initiated Date: 2/1/2023

KA-6499-01 K-254 Corridor Management Plan

Sheet 4 of 6

	Official Estimated 2023 Base Year Cost	Official Estimated 2023 Inflated Cost @ 0.0000
Total Roadway	0	0
Total Structures	0	0
Grand Total	0	0

Roadway Type	Roadway Type Name	FHWA Imp Type	Official Estimated 2023 Base Year Cost	Official Estimated 2023 Inflated Cost @ 0.0000

Bridge No. Str. No.	Structure Location Desc./ Featured Cross Desc.	KDOT Imp. Code FHWA Imp. Code	Fed Fund Cat.	FHWA Suff. Rating	Length Width Feet	Base Year Cost	Prog Year Cost

**KANSAS DEPARTMENT OF TRANSPORTATION
PROJECT AUTHORIZATION****Initiated Date:** 2/1/2023

KA-6499-01 K-254 Corridor Management Plan

Sheet 5 of 6

Baseline Reason for Change:**Project Baseline Last Date & Note --** 1/31/2023

Revised cost, schedule and funding as requested by Colby Farlow, Program Management Engineer, Division of Program Management, in an email dated January 30, 2023.

Workphase Baseline Last Date & Note -- 1/31/2023

Revised cost, schedule and funding as requested by Colby Farlow, Program Management Engineer, Division of Program Management, in an email dated January 30, 2023.

Funding Baseline Last Date & Note -- 1/31/2023

Revised cost, schedule and funding as requested by Colby Farlow, Program Management Engineer, Division of Program Management, in an email dated January 30, 2023.

Schedule Baseline Last Date & Note -- 1/31/2023

Revised cost, schedule and funding as requested by Colby Farlow, Program Management Engineer, Division of Program Management, in an email dated January 30, 2023.

**KANSAS DEPARTMENT OF TRANSPORTATION
PROJECT AUTHORIZATION****Initiated Date:** 2/1/2023

KA-6499-01 K-254 Corridor Management Plan

Sheet 6 of 6

Project Notes:

This project will be administered under the Corridor Management Set-Aside Program.

Local participation on this project is confirmed to be \$165,000. KDOT will cover excess project cost over \$165,000 up to a maximum KDOT contribution of \$835,000 (\$1M total participating project cost).

City of Bel Aire, Kansas

STAFF REPORT

DATE: 4/18/2023

TO: City Manager

FROM: Marty McGee

RE: Sewer truck proposal



BACKGROUND:

Public Works needs to replace our current sewer jetter. The current trailer mounted jetter was purchased new in 2005, for the sum of \$45,000. The jetter has been repaired several times in past years, the last time it was in for repair we were informed the water pump could no longer be rebuilt. The estimate to completely rebuild our current is \$25,000. Due to the repairs needed and the age of our current trailer jetter as well as its small capacity, Public Works has started to research truck mounted jetter and vac combos to determine what would be the best option for our current system as well as accommodate future growth. If our current jetter goes down again, the city will have no ability to clean sewers or respond to emergency backups, which would require the city to outsource this work to prevent citizens from having sewage back up into their homes. Plumbing Solutions charges \$490.00 for each call out. The city averages 3 to 4 emergency call outs per year. We also clean an average of 25,000 linear feet of sewer mains each year in 2022, we had 21,140 linear feet cleaned by UMC at a cost of \$50,313.20.

DISCUSSION:

As our city continues to grow the demand for sewer cleaning becomes higher each year. We would request Council approve the purchase of a truck jetter that meets or exceeds the below specifications in order to keep up with current and future demands. The total cost being requested to spend is no more than \$280,000.00 versus the cost of a new truck of identical specifications which would exceed \$500,000. This vac truck will allow the city to save costs on quarterly lift station cleaning as well. All five lift stations are cleaned three times a year at a cost of \$8,498.00 for each cleaning, which total \$25,494.00 a year. The vac truck is a safer and more efficient version of our current machine. A vac truck is highly versatile in its uses, examples of what the vac truck can be used for are listed below.

Vac Truck Capabilities:

- Able to clean a sewer line with various types of nozzles for general maintenance of the sewer line or to remove a blockage of roots and other debris.
- Able to clean or unplug a storm sewer drain.
- Remove debris from a manhole after cleaning without the need for a confined space permit.
- Clean storm water catch basins.
- Remove standing water in a roadway.
- Clean sewer lift stations or wet wells with high pressure water and have the capabilities to vac out any debris found (Grease, Gravel, Sand etc.) without having a confined space permit.
- Hydro-Excavation allows us to locate utilities safely while preventing damage.
- Offers the ability to hydro-excavate water main breaks before a locator shows up. Locates can take up to an hour to show up, this saves the city precious time to react which also saves money in water and labor.
- Helps keep water levels down during a water line repair.
- Vac out water meter boxes for meter maintenance.
- Clean out water valve shut offs to assist in exercising and maintaining water main valves in case of an emergency.
- Pot holing to install a new sign or replace an existing one without making a big mess.
- Power wash and removal of graffiti.
- Power wash playground equipment to help keep clean and sanitize.
- Helps with replacement of fire hydrants.
- Clean off sewer pumps before maintenance is performed to keep employees safe.

A representative from Key Equipment came out and evaluated our current sewer cleaner. Due to its age and condition, they offered us \$20,000 as trade-in allowance toward the purchase of a sewer vac truck.

FINANCIAL CONSIDERATIONS: The 2023 budget includes \$280,000 for this truck purchase.

POLICY DECISION: Staff is adhering to the purchasing policy in gathering a minimum of three bids. Due to the specialty of such a vehicle, there are limited manufactures and suppliers available in our region. We have reached out to three such suppliers with the specifications we are looking for.

Suppliers

- Key Equipment – Wichita, KS (Local maintenance)
- Elliot Equipment Company – Grandview, MO
- RED Equipment LLC – Kansas City, MO (48-hour maintenance response)

RECOMENDATION: As used vehicles of this type are in high demand; staff recommends the City Council authorizes Public Works to purchase a reasonably used vehicle with the listed specifications for a price not to exceed \$280,000 so that when a properly outfitted vehicle becomes available it can be acquired before it is purchased by another interested party.

FINANCIAL CONSIDERATIONS:

Funding for the sewer truck is available in the Equipment Reserve Fund. This Equipment Reserve Fund is used to plan and purchase large equipment. The Equipment Reserve Fund is supported by transfers from our General, Water, and Sewer Funds.

The Sewer Main Cleaning Truck was originally planned for purchase in 2021 but staff noticed one of our dump trucks was failing at a more rapid pace. The 2021 money planned for a new Sewer Main Cleaning Truck was used to purchase a new dump truck. Fund balance and accounting is as follows:

FY23 Equipment Replacement Reserve Fund (Non-Budgeted)

Fund Balance - starting	274,720		
Budgeted FY23 Transfer from General Fund	100,000		
Budgeted FY23 Transfer from Water Fund	150,000		
Budgeted FY23 Transfer from Sewer Fund	150,000		
Total Funds Available	624,720		
Ford F-150 Crew Cab (P&Z)	44,865	Bid Approved	< waiting on delivery
Replacement Watchguard Server (PD)	14,307	Bid Approved	< waiting on delivery
Sewer Main Cleaning Truck (PW)	280,000		< scheduled for replacement
FY2022 Police Vehicle Purchase (PD)	55,000		< scheduled for replacement
FY2023 Police Vehicle Purchase (PD)	55,000		< scheduled for replacement
Exmark Mower (PW)	20,000		< scheduled for replacement
F-350 Truck (PW)	50,000		< scheduled for replacement
Admin Vehicle Purchase (ADMIN)	45,000		< scheduled for replacement
Utility Task Vehicle (REC)	20,000		< scheduled for replacement
Estimated Expenditures	584,172		
Estimated Fund Balance - ending	90,548		

Vac and Jetter Truck Specifications**Debris Body**

- 15-Yard capacity
- 60" dump height
- Hydraulic dump hoist
- Fully opening flat rear door with hydraulic locks and hydraulic door
- Debris body flush out system.
- 6" curbside decant system
- Splash shield
- Pump off ports

Vacuum System

- PD Blower with 16" of vacuum
- Front control blower start/stop.
- Debris body vacuum relief system, located in inlet of vacuum system.
- Debris inlet deflector plate in debris body
- Dual stainless-steel float ball shut-off.
- Centrifugal separator rear mounted
- Stainless steel micro-strainer

Boom

- 10' telescopic boom assembly with 180-degree rotation
- Joystick control

Water System

- Single piston water pump rated at 80 GPM @ 2500 PSI
- Accumulator system
- 3" Y-Strainer at water pump with 3" drain valve
- Rodder pump drain valves.

Hose Reel

- 800' capacity tele-rotating hose reel
- 500' x 1" sewer hose
- Pinch roller
- Auto-level wind

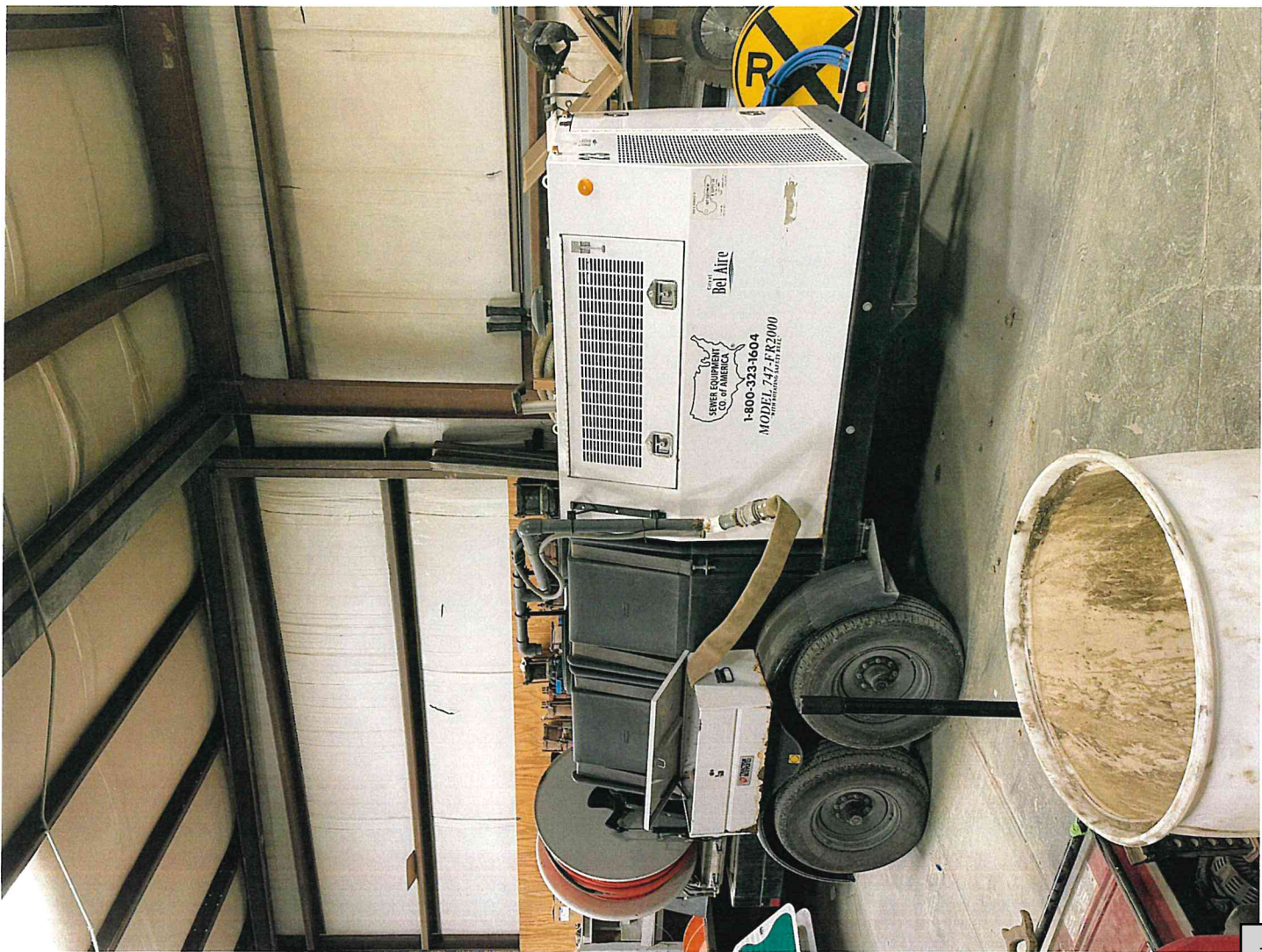
Chassis

- Freightliner tandem axle chassis or similar tandem axle chassis (Class B CDL required to operate)
- Diesel engine
- 66,000 GVWR (Required for debris body size and carry capacity)
- Automatic transmission

Additional Specifications

- Hydro excavation functionality
- High pressure hose reel
- 4000 PSI pressure gun
- 3000 PSI washdown gun
- Hydro excavation nozzle
- Cold Weather recirculation
- Backup cameras mounted to debris body door.
- LCD color monitor in cab for backup camera
- LED Split arrow traffic controller
- Amber safety light package
- LED work lights on boom

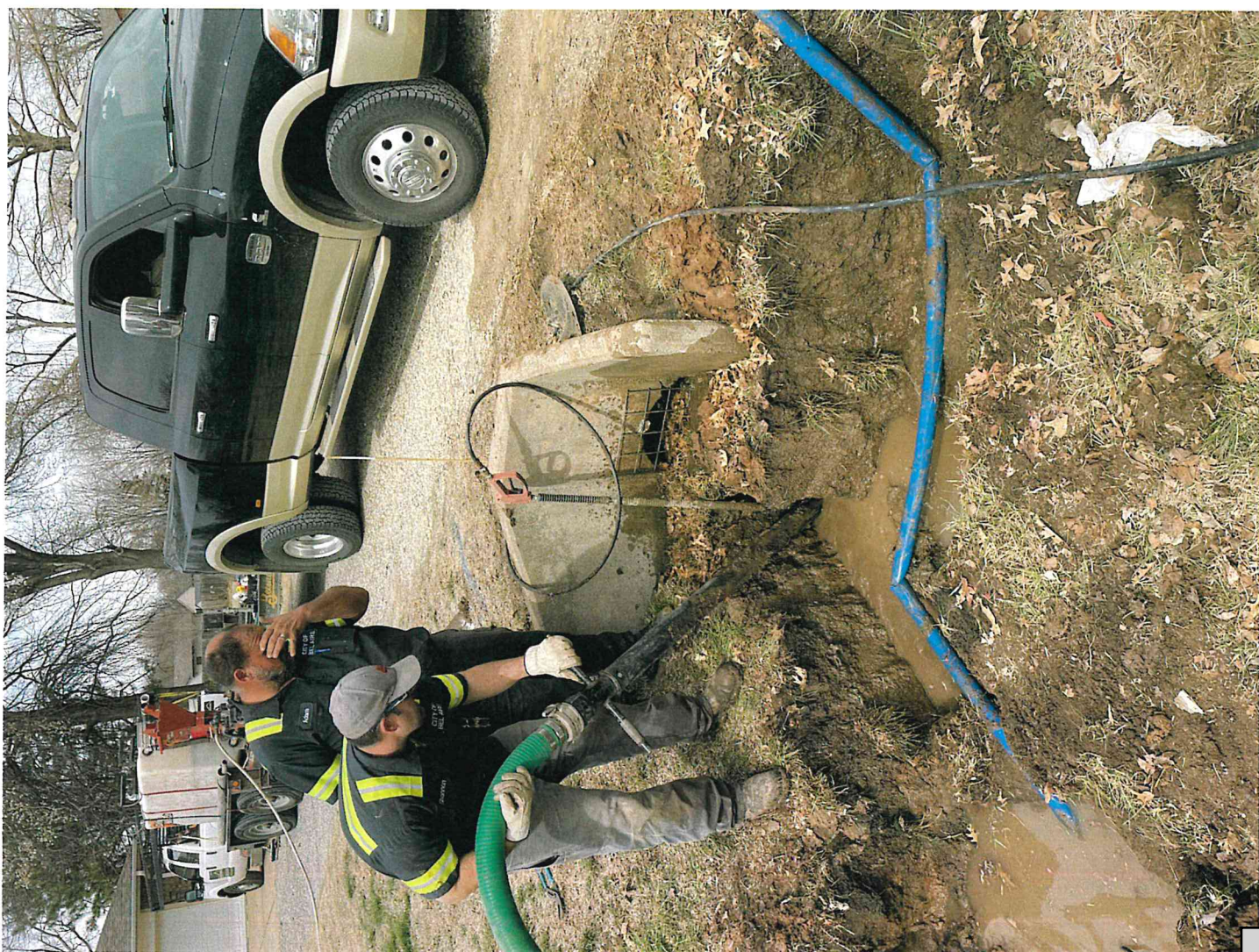












City of Bel Aire, Kansas



STAFF REPORT

DATE: April 12, 2023
TO: Ty Lasher, City Manager
FROM: Anne Stephens, Public Works Director
RE: Woodlawn Project – Storm Sewer Adjustments

Proposal Focus:

Our Mission

- Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

Our Values

- Working Together – Departments working together as one team. Staff working with residents, HOA’s and neighborhoods. Citizens working with each other.

Current Situation:

During the installation of the Line 4 storm sewer pipe on the north side of Crestmark, Dondlinger discovered a conflict with the City’s 18” water line pipe and an 8” water line pipe. After reviewing the situation and working with MKEC, MKEC was able to adjust the storm sewer to avoid the waterlines.

Goals:

- To grow the City in an attractive, safe manner that is consistent with City standards.

Discussion:

As noted above, as Dondlinger was installing the Line 4 storm sewer pipe on the north side of Crestmark, they discovered a conflict with both the City’s existing 18” water line and an existing 8” water line. After thorough research by the project team and City staff, MKEC was able to come up with adjustments to the storm sewer pipe to avoid lowering the 18” water line or the 8” water line. This resolution is less expensive than the cost for lowering both the 18” and 8” water lines and will take less time to implement.

The cost for this change order is \$31,734.15.

Financials:

The additional cost associated with this Change Order will be included in the bonds and paid for out of the general fund. This Change Order will increase the total annual debt service payment by \$2,550.

A summary of costs for the Woodlawn project is provided below:

Original Contract (Bid) Price	\$8,571,662.01
-------------------------------	----------------

Change Order 1 (disincentive for temporary asphalt that did not meet specs)	(\$1.00)*
Change Order 2 (sanitary sewer line reconstruction)	\$27,038.00
Change Order 3 (working day adjustment for CO 2)	No change in cost
Change Order 4 (exploratory excavation for waterlines under UPRR (\$5,685.75) and water line lowering)	\$59,655.75
Change Order 5 (quantity adjustment for steel and temporary traffic marking tape)	\$39,281.90
Change Order 6 (Shifting of Water Lines 2 & 3)	\$6,405.00
Change Order 7 (Rock Ditch Check & Odessa Water Line/RCB conflict)	\$8,872.50
Change Order 8 (Adding lights to stop sign at 45 th Street)	\$756.00
Change Order 9 (45 th Street “DO NOT TURN LEFT” sign)	\$367.50
Change Order 10 (Extra Work for Additional Cost for Elliptical Pipe)	\$1,412.25
Change Order 11 (Additional working days from 37 th Street water line conflict)	No Cost
Change Order 12 (Retaining Walls for Odessa)	\$38,556.00
Dondlinger Water Line Lowering	\$44,500.00**
Proposed Change Order 13 (Line 4 Storm Sewer Improvements)	\$31,734.15
Total Contract Cost with Proposed Change Order 11	\$8,830,240.06

* This quantity was previously shown as \$2,340.00, but Pearson made a change to their mix design that negates this disincentive and there have been no additional issues since the change to the mix design.

** This change order will not be included as part of the KDOT contract, but will be run through as a completely separate contract with Dondlinger for expediency.

Recommendation:

It is staff's recommendation for Council to approve Proposed Change Order 13 in the amount of \$31,734.15 for the Line 4 Storm Sewer Changes.



April 12, 2023

City of Bel Aire
7651 E. Central Park Ave.
Bel Aire, KS 67226

Attention: Anne Stephens, PE

Re: KDOT Project 87 N-0678-01
Bel-Aire / Woodlawn, 37th St. N. to 45th St. N.
SWS Line 4 Modifications Change Order Request

Anne,

Due to the 18" and 8" Existing Waterline conflicts on SWS Line 4, our Subcontractor is required to make modifications to the referenced SWS Line 4 per alternate sheets provided by the Design Engineer MKEC. Pearson Construction requests \$31,734.15 for this work.

The proposed cost for this change order is itemized below.

Subcontracted	\$30,223.00
OH&P @ 5%	\$1,511.15
Total	\$31,734.15

The undersigned hereby certifies, under the penalty of law for perjury or falsification, that I am authorized to submit this contract adjustment request on behalf of the Contractor and to bind the contractor, the contract adjustment request is made in good faith and, to the best of the Contractor's knowledge and belief, is a true and complete statement of the actual costs and time incurred for the Contract Change and is authorized by the Contract. I further certify that no additional claims will be submitted related to this contract adjustment request, and the Contractor has documentation that supports the contract adjustment request.

Respectfully Submitted,
PEARSON CONSTRUCTION, LLC

A handwritten signature in black ink, appearing to read 'Tyler Stevenson', is written over a horizontal line.

Tyler Stevenson
Project Manager

March 31, 2023

Pearson Construction
 Attn: Tyler Stevenson
 Project Manager

Ref: Woodlawn – 37th Street North to 45th Street South
 PCO 221024-012 – Alternate SWS Improvements for SWS Line 4

Dear Tyler:

As requested, below is our estimated change order proposal for SWS line 4 alternate improvements to avoid lowering the existing 18" water line, provided by MKEC as illustrated on proposed sheets 18541-EP-02-SWS REV-Paving Plan [sheet 9] 18541_Prof-Profile (2-REV) [sheet 10].

Deduct:

Item #35: Storm Sewer (30") (RCP)	52 LF @ \$75.00/LF	=	\$ (3,900.00)
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Add:

Item #33: Storm Sewer (18") (RCP)	82 LF @ \$48.00/LF	=	\$ 3,936.00
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Item #38: Storm Sewer (3.0 SF) (RCPHE)	52 LF @ \$94.00/LF	=	\$ 4,888.00
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Item #58: Manhole (Reinforced Concrete)	1 EA @ \$3,250.00/SY	=	\$ 3,250.00
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New Item: Storm Sewer (1.8 SF) (RCPHE)	38 LF @ \$83.00/LF	=	\$ 3,154.00
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New Item: Extra Work	1 LS @ \$13,900.00/LS	=	\$ 13,900.00
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TOTAL ADD	\$ 25,228.00
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Inclusions:

- SWS Line 4:
 - Deduct 52 LF of 30" RCP and Add 52 LF of 2.0 SF RCPHE.
 - Core/cut 6 EA new holes in already fabricated inlets (23A [1], 23 [2], 22 [2], and 21 [1])
 - Brick existing block outs 6 EA in already fabricated inlets (23A [1], 23 [2], 22 [2], and 21 [1])
 - Pour deeper inverts to raise flow lines in structures 23A, 23 & 22.
- SWS Line 4A:
 - Add 28 LF of 23"x14" (1.8 SF) RCPHE between structures 24 & 146.
 - Add 4' Diameter manhole (Structure 146) [Using existing manhole see attached submittal]
 - Add 82 LF of 18" RCP between structures 146 and 21.
 - Core/cut 6 EA new holes in already fabricated inlets (24 [2], 25 [1], 146 [2], and 21 [1])
 - Core/cut 6 EA new holes and brick existing block outs 3EA in already fabricated inlets (24 [1] and 25 [2])
 - Pour deeper inverts to raise flow lines in structures 24, & 25.

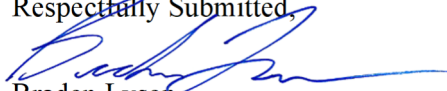
- All installation materials and hauling of the excess materials to other location on project.

Exclusion:

- Removal of flume, curb, and apron.
- Replacement of any concrete items associated with paving.
- Hauling excess materials off site.

If you have any questions, please feel free to email me at blysen@dondlingerconst.com or contact me at 316-945-0555.

Respectfully Submitted,



Braden Lysen

Dondlinger Construction

April 5, 2023

Pearson Construction
Attn: Tyler Stevenson
Project Manager

Ref: Woodlawn – 37th Street North to 45th Street South
PCO 221024-013 – SWS Line 4; 8” Waterline Conflict Mitigation

Dear Tyler:

As requested, below is our estimated change order proposal for mitigating the 8” water line conflict on SWS line 4, with structure 23 and 25. This proposal adds 24” PVC between the structures in conflict which will allow us to move structures 25, 23 and 23A west of the existing waterline.

Add:

New Item: Storm Sewer (24”) (PVC)	1 LS @ \$4,995/LS	=	\$ 4,995.00
TOTAL ADD			\$ 4,995.00

Inclusions:

- 28 LF of SDR35 PVC pipe, installed in between structures 24 & 25 and 22 & 23.
- Move inlets 25, 23 and 23A west to avoid conflicted with the 8” waterline.
- Structures 23 and 25 will be at least 3 feet from the center of the existing waterline.
- All installation materials and hauling of the excess materials to other location on project.

Exclusion:

- Removal of flume, curb, and apron.
- Replacement of any concrete items associated with paving.
- Hauling excess materials off site.

If you have any questions, please feel free to email me at blysen@dondlingerconst.com or contact me at 316-945-0555.

Respectfully Submitted,



Braden Lysen
Dondlinger Construction

Job Number: 221024

Kansas Department of Transportation
Cost Breakdown

Project No. 87 NB-0678-01 County: Sedgwick Date: 3/30/2023
 Contractor: Dondlinger & Sons Const. Co., Inc.
 Description: PCO 13 - 8" WL Conflict (SWS LINE 4)
 of Work

Materials:	Contractors			MATERIAL AMOUNT
	ITEM	UNIT	COST QUANTITY	
	24" SDR35 PVC Pipe	LF	\$115.36 28.00	\$3,230.08
	UD-1 Bedding	T	\$8.30 26.00	\$215.80
				\$0.00
	Fuel - Gas	Gal	\$3.00 0.00	\$0.00
	Tax @ 7.5%	LS	\$3,445.88 0.00	\$0.00
				\$0.00
Materials Total =				\$3,445.88

Labor:	CLASSIFICATION	NO.	RATE/HOUR	TOTAL HOURS	TOTAL EACH LABOR CLASS
	Foreman-Straight Time	1	\$34.89	2.00	\$69.78
	Operator	2	\$24.58	2.00	\$98.32
	Laborer	2	\$19.57	2.00	\$78.28
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Labor Total =					\$246.38

Equipment:	TYPE	NO.	COST/HOUR	TOTAL HOURS	TOTAL FOR EACH PIECE
	Foreman - Pickup Truck	1	\$16.51	2.00	\$33.02
	Excavator Large	1	\$190.91	2.00	\$381.82
	Loader	1	\$84.49	2.00	\$168.98
	Truck - 2 Ton	1	\$27.19	2.00	\$54.38
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Equipment Total =					\$638.20

Payroll Additives Cost		
Insurance	9.6% of Labor	\$23.65
Social Security (FICA) & Unemployment Taxes	13.65% of Labor	\$33.63
Workmens Compensation & General Liability	7.65% of Labor	\$18.85
Employee Fringe Benefits	6.50% of Labor	\$16.01
Retirement Benefits	8.00% of Labor	\$19.71
Payroll Additive Total =		\$111.86

Overhead & Profit for Labor @	20%	\$49.28
Overhead and Profit for Material @	15%	\$516.88
Overhead and Profit for Equipment @	0%	

Total Cost for Work Above		\$5,008.47
Total Cost for Subcontractors		\$0.00
Total Cost for Referenced Work		\$5,008.47

Contractors Signature

Project Manager
Title

www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

November 19, 2021

Caterpillar 336F (disc. 2019)
Crawler Mounted Hydraulic Excavators



Size Class:
33.1 - 40.0 MTons
Weight:
N/A

Configuration for 336F (disc. 2019)

Operating Weight **8400.0 lbs** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$19,095.00	USD \$5,345.00	USD \$1,335.00	USD \$200.00	USD \$86.32	USD \$194.81
Adjustments						
Region (Kansas: 96.4%)	(USD \$687.42)	(USD \$192.42)	(USD \$48.06)	(USD \$7.20)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$18,407.58	USD \$5,152.58	USD \$1,286.94	USD \$192.80	USD \$86.32	USD \$190.91

Non-Active Use Rates

	Hourly
Standby Rate	USD \$52.29
Idling Rate	USD \$126.32

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	USD \$6,874.20/mo
Overhaul (ownership)	53%	USD \$10,120.35/mo
CFC (ownership)	3%	USD \$572.85/mo
Indirect (ownership)	8%	USD \$1,527.60/mo
Fuel (operating) @ USD 3.37	25%	USD \$21.73/hr

Revised Date: 4th quarter 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for RAYMOND DONDLINGER
(mlorenz@dondlingerconst.com)

www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

November 19, 2021

Caterpillar 950 GC

4-Wd Articulated Wheel Loaders

Size Class:

225 - 249 HP

Weight:

N/A



Configuration for 950 GC

Bucket Capacity
Operator Protection

5.8 cu yd
ROPS/FOPS

Horsepower
Power Mode

202 hp
Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$8,930.00	USD \$2,500.00	USD \$625.00	USD \$94.00	USD \$35.43	USD \$86.17
Adjustments						
Region (Kansas: 96.7%)	(USD \$294.69)	(USD \$82.50)	(USD \$20.63)	(USD \$3.10)		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$8,635.31	USD \$2,417.50	USD \$604.38	USD \$90.90	USD \$35.43	USD \$84.49

Non-Active Use Rates

Standby Rate

Hourly

Idling Rate

USD \$24.53

USD \$61.09

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	44%	USD \$3,929.20/mo
Overhaul (ownership)	41%	USD \$3,661.30/mo
CFC (ownership)	3%	USD \$267.90/mo
Indirect (ownership)	12%	USD \$1,071.60/mo
Fuel (operating) @ USD 3.37	34%	USD \$12.03/hr

Revised Date: 4th quarter 2021

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(mlorenz@dondlingerconst.com)

www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

November 19, 2021

Ford F-250

On-Highway Light Duty Trucks

Size Class:

300 HP & Over

Weight:

N/A


Configuration for F-250

Axle Configuration	4.0 X 4.0	Cab Type	Conventional
Horsepower	137.0 hp	Power Mode	Gasoline
Ton Rating	3.0 / 4.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$850.00	USD \$240.00	USD \$60.00	USD \$9.00	USD \$11.78	USD \$16.61
Adjustments						
Region (Kansas: 98%)	(USD \$17.00)	(USD \$4.80)	(USD \$1.20)	(USD \$0.18)		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$833.00	USD \$235.20	USD \$58.80	USD \$8.82	USD \$11.78	USD \$16.51

Non-Active Use Rates

	Hourly
Standby Rate	USD \$2.37
Idling Rate	USD \$13.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	USD \$484.50/mo
Overhaul (ownership)	29%	USD \$246.50/mo
CFC (ownership)	2%	USD \$17.00/mo
Indirect (ownership)	12%	USD \$102.00/mo
Fuel (operating) @ USD 3.26	72%	USD \$8.47/hr

Revised Date: 4th quarter 2021

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(mlorenz@dondlingerconst.com)

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All prices shown in US dollars (\$)

Rental Rate Blue Book®

November 19, 2021

Miscellaneous 4X2 20KGVW DSL

On-Highway Flatbed Trucks

Size Class:

19,501 - 26,000 GVW

Weight:

6828 lbs



Configuration for 4X2 20KGVW DSL

Axle Configuration	4X2	Horsepower	200.0
Maximum Gross Vehicle Weight	20000.0 lbs	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$1,350.00	USD \$380.00	USD \$95.00	USD \$14.00	USD \$19.52	USD \$27.19
Adjustments						
Region (Kansas: 97.5%)	(USD \$33.75)	(USD \$9.50)	(USD \$2.38)	(USD \$0.35)		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$1,316.25	USD \$370.50	USD \$92.63	USD \$13.65	USD \$19.52	USD \$27.00

Non-Active Use Rates

	Hourly
Standby Rate	USD \$3.74
Idling Rate	USD \$20.70

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	51%	USD \$688.50/mo
Overhaul (ownership)	34%	USD \$459.00/mo
CFC (ownership)	2%	USD \$27.00/mo
Indirect (ownership)	13%	USD \$175.50/mo
Fuel (operating) @ USD 3.37	68%	USD \$13.22/hr

Revised Date: 4th quarter 2021

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The equipment represented in this report has been exclusively prepared for RAYMOND DONDLINGER
(mlorenz@dondlingerconst.com)



221 W. 37th St. N
Wichita, KS 67204

Phone : 316-838-8651
Fax : 316-838-0838

Open

1/20/2023

Design Build Height
Top of Casting + Section XI, Item C.
Outlet Invert - 1211.88

Contractor: Apex Excavating, LLC
Job Name: PH 1 Main "A" Mulvane Sanitary Sewer Improvements
Job Number: 22-0726 **Structure:** SS MH 1.09
Station: 20+49.65 Line 1
Specification: 60" Manhole Sanitary
Take-off by: ahuskey **Revision:** NA

Design Height = 4.61'

Openings

Pipe ID	X Dim	Flow Line	Pipe Size	Hole Width	Hole Height	Connector	Angle (Deg.)
(1)	14	1214.59	24 PVC SDR35	31	31	A-lok X-Cel Gasket, 24.75" Nom OD (XC-800)	0
(2)	16	1214.64	24 PVC SDR35	31	31	A-lok X-Cel Gasket, 24.75" Nom OD (XC-800)	180

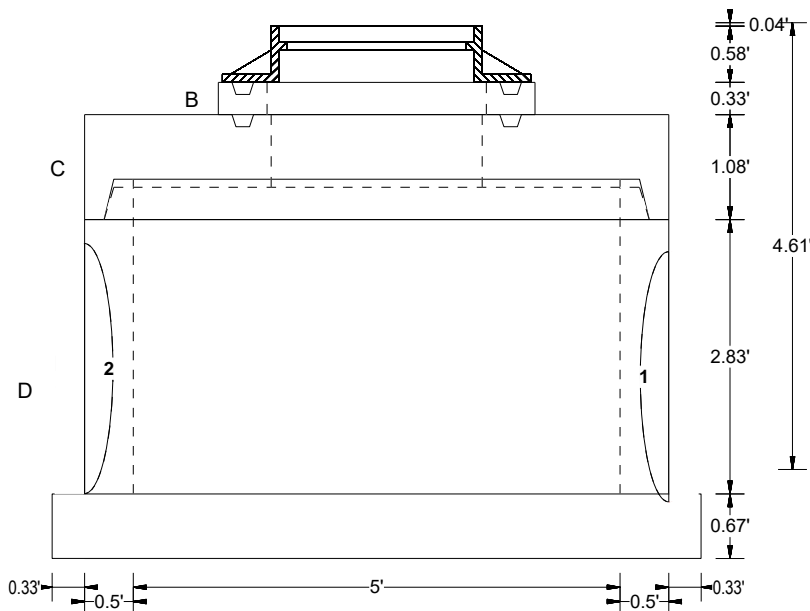
BOM of Structure

Ref	Description	Qty	Weight
A	Deeter 1275-M Ring (1275-0201)	1	217
B	27" ID Manhole Adj. Ring, 4" Tall, w/Groove	1	176
C	60" RC Flat Top, 13" Tall (Bell Down Conc)	1	2,800
D	60" ID MH w/ 8" Mono Base, 4" Ext. x 34"	1	6,331
	Deeter 1275 Cover, Mulvane Sewer	1	121
	A-lok X-Cel Gasket, 24.75" Nom OD (XC-800)	2	
	Coating, Bituminous Black, Exterior	79.337	
	Total Structure		9,645

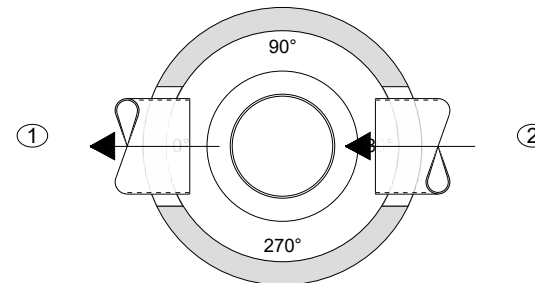
Stack Build Height

Ring and Cover	+	0.58'
Adjustment	+	0.04'
Top/Cone/Adj Ring	+	1.42'
Risers	+	0.00'
Base Gains	+	2.83'
Invert	-	0.25'
Design Height	=	4.61'
Invert	+	0.25'
Stock Floor	+	0.67'
Outside Height	=	5.53'

Elevation



Plan View



Structure Notes:

Please hold back interior grey epoxy coating.

Specifications:

Coating, Bituminous Black, Exterior

Job Number: 221024

Kansas Department of Transportation
Cost Breakdown

Project No. 87 NB-0678-01 County: Sedgwick Date: 3/31/2023
 Contractor: Dondlinger & Sons Const. Co., Inc.
 Description: PCO 12 - Storm Sewer (2.0 SF) (14"x23") RCPHE
 of Work

Materials:	Contractors			
ITEM	UNIT	COST	QUANTITY	MATERIAL AMOUNT
14"x23" RC Pipe Class III	LF	\$32.37	38.00	\$1,230.06
Joint Masitc	EA	\$70.00	1.00	\$70.00
Plast Plugs	EA	\$1.83	6.00	\$10.98
Delivery Charge	EA	\$253.00	0.00	\$0.00
UD-1 Bedding	T	\$8.30	10.00	\$83.00
				\$0.00
Fuel - Gas	Gal	\$3.00	0.00	\$0.00
Tax @ 7.5%	LS	\$1,311.04	0.00	\$0.00
				\$0.00
Materials Total =				\$1,394.04

Labor:	Contractors			
CLASSIFICATION	NO.	RATE/HOUR	TOTAL HOURS	TOTAL EACH LABOR CLASS
Foreman-Straight Time	1	\$34.89	3.00	\$104.67
Operator	2	\$24.58	3.00	\$147.48
Laborer	2	\$19.57	3.00	\$117.42
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Labor Total =				\$369.57

Equipment:	Contractors			
TYPE	NO.	COST/HOUR	TOTAL HOURS	TOTAL FOR EACH PIECE
Foreman - Pickup Truck	1	\$16.51	3.00	\$49.53
Excavator Large	1	\$190.91	3.00	\$572.73
Loader	1	\$84.49	3.00	\$253.47
Truck - 2 Ton	1	\$27.19	3.00	\$81.57
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Equipment Total =				\$957.30

Payroll Additives Cost		
Insurance	9.6% of Labor	\$35.48
Social Security (FICA) & Unemployment Taxes	13.65% of Labor	\$50.45
Workmens Compensation & General Liability	7.65% of Labor	\$28.27
Employee Fringe Benefits	6.50% of Labor	\$24.02
Retirement Benefits	8.00% of Labor	\$29.57
Payroll Additive Total =		\$167.78

Overhead & Profit for Labor @	20%	\$73.91
Overhead and Profit for Material @	15%	\$209.11
Overhead and Profit for Equipment @	0%	

Total Cost for Work Above		\$3,171.71
Total Cost for Subcontractors		\$0.00
Total Cost for Referenced Work		\$3,171.71

Contractors Signature

Project Manager

Title

Job Number: 221024

Kansas Department of Transportation
Cost Breakdown

Project No. 87 NB-0678-01 County: Sedgwick Date: 3/31/2023
 Contractor: Dondlinger & Sons Const. Co., Inc.
 Description: PCO 12 - Extra Work - Cutting & Bricking Manhole, and increased inverts
 of Work

ITEM	Contractors			MATERIAL AMOUNT
	UNIT	COST	QUANTITY	
Brick (78 Brick/EA)	LF	\$0.85	702.00	\$596.70
Mortar	T	\$20.00	10.00	\$200.00
Sand	T	\$10.00	2.00	\$20.00
Invert Materials				
4.0 AE MIX	CY	\$101.00	10.50	\$1,060.50
Winter Service Fees	CY	\$5.00	0.00	\$0.00
Fuel Surcharge	EA	\$2.00	3.50	\$7.00
Short Load Fees	EA	\$2.00	100.00	\$200.00
				\$0.00
				\$0.00
Fuel - Gas	Gal	\$3.00	0.00	\$0.00
Tax @ 7.5%	LS	\$816.70	0.00	\$0.00
				\$0.00
Materials Total =				\$2,084.20

CLASSIFICATION	NO.	RATE/HOUR	TOTAL HOURS	TOTAL EACH LABOR CLASS
Foreman-Straight Time	1	\$34.89	22.00	\$767.58
Operator	2	\$24.58	22.00	\$1,081.52
Laborer	2	\$19.57	22.00	\$861.08
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Labor Total =				\$2,710.18

TYPE	NO.	COST/HOUR	TOTAL HOURS	TOTAL FOR EACH PIECE
Foreman - Pickup Truck	1	\$16.51	22.00	\$363.22
Excavator Large	1	\$190.91	22.00	\$4,200.02
Loader	1	\$84.49	22.00	\$1,858.78
Truck - 2 Ton	1	\$27.19	22.00	\$598.18
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Equipment Total =				\$7,020.20

Payroll Additives Cost		
Insurance	9.6% of Labor	\$260.18
Social Security (FICA) & Unemployment Taxes	13.65% of Labor	\$369.94
Workmens Compensation & General Liability	7.65% of Labor	\$207.33
Employee Fringe Benefits	6.50% of Labor	\$176.16
Retirement Benefits	8.00% of Labor	\$216.81
Payroll Additive Total =		\$1,230.42

Overhead & Profit for Labor @	20%	\$542.04
Overhead and Profit for Material @	15%	\$312.63
Overhead and Profit for Equipment @	0%	

Total Cost for Work Above		\$13,899.67
Total Cost for Subcontractors		\$0.00
Total Cost for Referenced Work		\$13,899.67

Contractors Signature

Project Manager

Title

www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

November 19, 2021

Caterpillar 336F (disc. 2019)
Crawler Mounted Hydraulic Excavators



Size Class:
33.1 - 40.0 MTons
Weight:
N/A

Configuration for 336F (disc. 2019)

Operating Weight **8400.0 lbs** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$19,095.00	USD \$5,345.00	USD \$1,335.00	USD \$200.00	USD \$86.32	USD \$194.81
Adjustments						
Region (Kansas: 96.4%)	(USD \$687.42)	(USD \$192.42)	(USD \$48.06)	(USD \$7.20)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$18,407.58	USD \$5,152.58	USD \$1,286.94	USD \$192.80	USD \$86.32	USD \$190.91

Non-Active Use Rates

	Hourly
Standby Rate	USD \$52.29
Idling Rate	USD \$126.32

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	USD \$6,874.20/mo
Overhaul (ownership)	53%	USD \$10,120.35/mo
CFC (ownership)	3%	USD \$572.85/mo
Indirect (ownership)	8%	USD \$1,527.60/mo
Fuel (operating) @ USD 3.37	25%	USD \$21.73/hr

Revised Date: 4th quarter 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for RAYMOND DONDLINGER
(mlorenz@dondlingerconst.com)

www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

November 19, 2021

Caterpillar 950 GC

4-Wd Articulated Wheel Loaders

Size Class:

225 - 249 HP

Weight:

N/A



Configuration for 950 GC

Bucket Capacity
Operator Protection

5.8 cu yd
ROPS/FOPS

Horsepower
Power Mode

202 hp
Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$8,930.00	USD \$2,500.00	USD \$625.00	USD \$94.00	USD \$35.43	USD \$86.17
Adjustments						
Region (Kansas: 96.7%)	(USD \$294.69)	(USD \$82.50)	(USD \$20.63)	(USD \$3.10)		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$8,635.31	USD \$2,417.50	USD \$604.38	USD \$90.90	USD \$35.43	USD \$84.49

Non-Active Use Rates

Standby Rate

Hourly

USD \$24.53

Idling Rate

USD \$61.09

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	44%	USD \$3,929.20/mo
Overhaul (ownership)	41%	USD \$3,661.30/mo
CFC (ownership)	3%	USD \$267.90/mo
Indirect (ownership)	12%	USD \$1,071.60/mo
Fuel (operating) @ USD 3.37	34%	USD \$12.03/hr

Revised Date: 4th quarter 2021

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(mlorenz@dondlingerconst.com)

www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

November 19, 2021

Ford F-250

On-Highway Light Duty Trucks

Size Class:

300 HP & Over

Weight:

N/A


Configuration for F-250

Axle Configuration	4.0 X 4.0	Cab Type	Conventional
Horsepower	137.0 hp	Power Mode	Gasoline
Ton Rating	3.0 / 4.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$850.00	USD \$240.00	USD \$60.00	USD \$9.00	USD \$11.78	USD \$16.61
Adjustments						
Region (Kansas: 98%)	(USD \$17.00)	(USD \$4.80)	(USD \$1.20)	(USD \$0.18)		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$833.00	USD \$235.20	USD \$58.80	USD \$8.82	USD \$11.78	USD \$16.51

Non-Active Use Rates

	Hourly
Standby Rate	USD \$2.37
Idling Rate	USD \$13.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	USD \$484.50/mo
Overhaul (ownership)	29%	USD \$246.50/mo
CFC (ownership)	2%	USD \$17.00/mo
Indirect (ownership)	12%	USD \$102.00/mo
Fuel (operating) @ USD 3.26	72%	USD \$8.47/hr

Revised Date: 4th quarter 2021

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All prices shown in US dollars (\$)

Rental Rate Blue Book®

November 19, 2021

Miscellaneous 4X2 20KGVW DSL

On-Highway Flatbed Trucks

Size Class:

19,501 - 26,000 GVW

Weight:

6828 lbs

Configuration for 4X2 20KGVW DSL

Axle Configuration	4X2	Horsepower	200.0
Maximum Gross Vehicle Weight	20000.0 lbs	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$1,350.00	USD \$380.00	USD \$95.00	USD \$14.00	USD \$19.52	USD \$27.19
Adjustments						
Region (Kansas: 97.5%)	(USD \$33.75)	(USD \$9.50)	(USD \$2.38)	(USD \$0.35)		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$1,316.25	USD \$370.50	USD \$92.63	USD \$13.65	USD \$19.52	USD \$27.00

Non-Active Use Rates

	Hourly
Standby Rate	USD \$3.74
Idling Rate	USD \$20.70

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	51%	USD \$688.50/mo
Overhaul (ownership)	34%	USD \$459.00/mo
CFC (ownership)	2%	USD \$27.00/mo
Indirect (ownership)	13%	USD \$175.50/mo
Fuel (operating) @ USD 3.37	68%	USD \$13.22/hr

Revised Date: 4th quarter 2021

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(mlorenz@dondlingerconst.com)

City of Bel Aire, Kansas

STAFF REPORT

DATE: 11 April 2023

TO: Ty Lasher, City Council

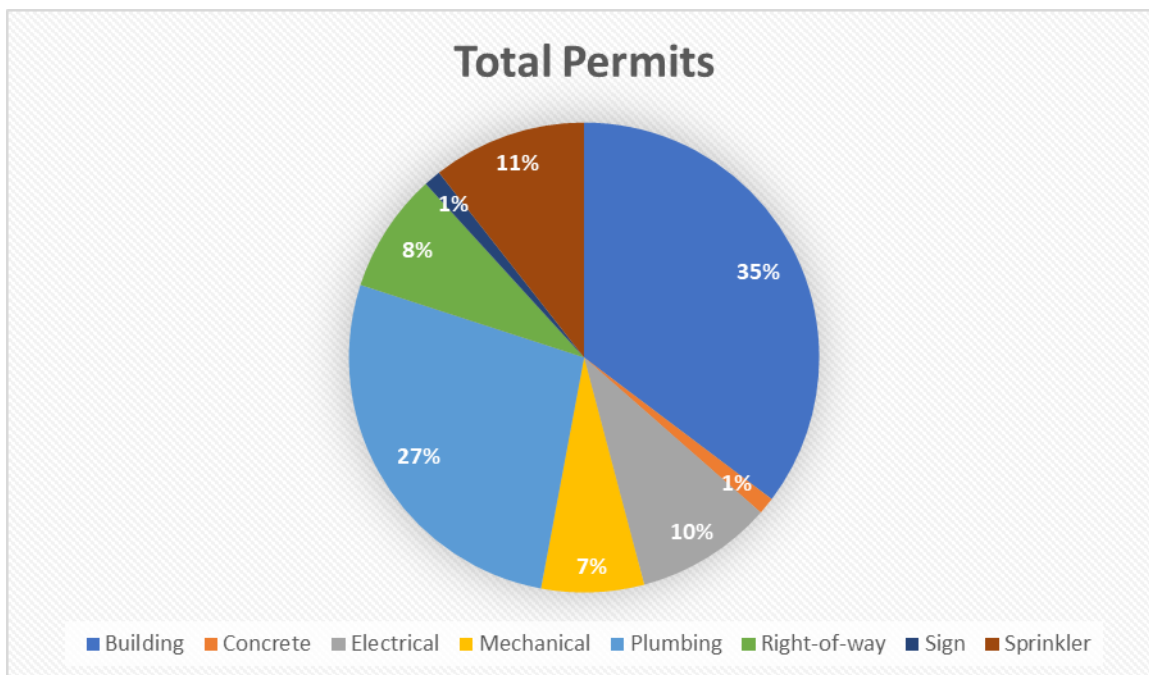
FROM: Department of Planning and Community Development

RE: March 2023 Monthly Report



Permits:

In the month of March, 85 permits were applied for in the total of \$138,005.75. The breakdown of those permits are as follows:



Building permits include new construction, alterations, repairs (foundation, roof, deck, etc.) additions, solar panel installation, among others.

Concrete permits are primarily pulled when work is being done to the approach (or cutting into the curb for a driveway). These are usually on existing structures that have damage to the approach.

Electrical permits are required on solar panel installations, swimming pools, electrical panel changeouts, generator installations, adding or altering existing circuits, pumps for wells, among other work. Separate electrical permits are also required on commercial buildings. Residential building permits include all electrical inspections and therefore do not require an additional permit.

Mechanical permits are required for changing out HVAC systems (both furnaces or A/C units). Separate mechanical permits are also required for all commercial buildings.

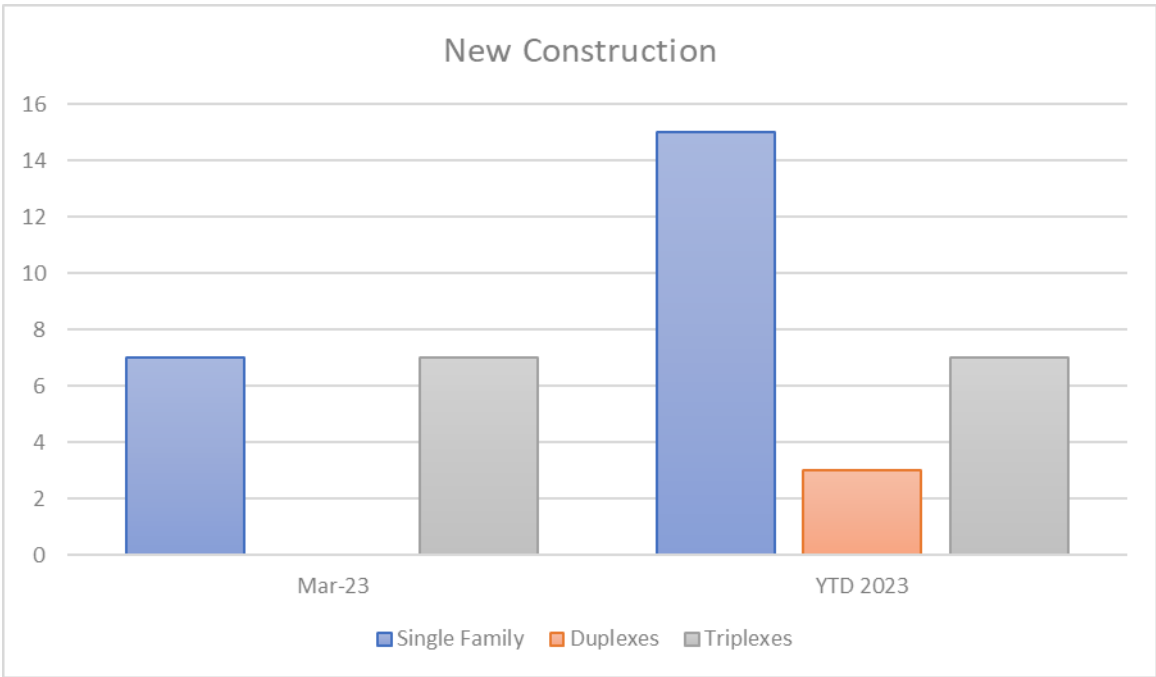
Plumbing permits are required for all new construction water and sewer taps, existing building changes from private sewage systems to city sewer taps, water heater replacements, water or gas line repairs, and addition of gas lines for generators. Separate plumbing permits are also required on new commercial buildings and alterations to existing commercial buildings.

Right-of-way permits are pulled by utility companies to upgrade, repair, or install services to residences. These utilities include gas lines, fiber internet, cable internet/television, and utility poles.

Sign permits are generally pulled for the addition of signs for businesses or temporary signs.

Sprinkler permits are required for sprinkler system installation, backflow prevention device replacement, and significant repairs to existing systems.

New Construction Permits for March



The Villas at Prestwick have pulled 7 more permits for the triplexes that are going into the development. The single-family permits pulled in the month of March are in the Rock Spring 3rd Addition.

Projects and Code Enforcement

Sidewalks from the 2022 Sidewalk Repair Program are near completion. A report will be provided once the work is fully completed and discussion can be had regarding the 2023 Sidewalk Repair plans.

The sidewalk from Central Park Ave to Isley School on Woodlawn was started in March and is near completion.

An emergency sidewalk repair was completed on Prestwick Ave between the Villa Pl entrances.



Several calls were taken questioning the City’s definition of Single-Family and if certain homeowners were in violation of having dormitories, or “multi-family” homes in single family residential zones. City code defines family as the following:

Section 18.2.3 Definitions

Family—An individual or two or more persons related by blood, adoption, or marriage, or a group of not more than five persons (excluding household employees) not related by blood or marriage, living together in a single dwelling unit. This definition may be modified on a case-by-case basis so as to meet the intent to retain single family zoning areas for families in all their variations and cause larger groups of unrelated individuals, more than five, to seek housing in properties developed to support unrelated individuals such as rooming houses, boarding houses, dormitories, motels, hotels, etc...

Jay Cook
Director of Planning and Community Development

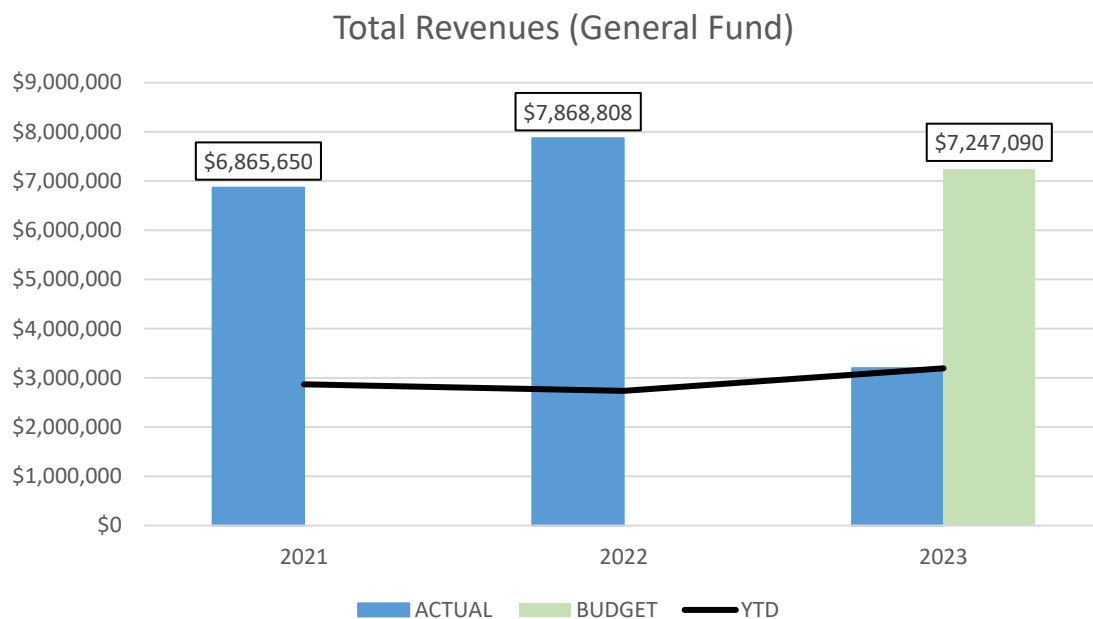


DATE: April 12, 2023
 TO: Ty Lasher, City Manger
 FROM: Ted Henry, Assistant City Manager/ Director of Finance
 RE: March 2023 Financial Report

Attached please find a copy of the Cash Report and Revenue and Expenditure reports for each of the City's budgeted funds for the month ending March 31, 2023.

General Fund

- The General Fund has a cash balance of \$4.4 million.
- Total General Fund revenues in 2023 year-to-date were \$3,196,027 compared to \$2,737,917 in the same period in 2022, an increase of \$458,110 or 14%.

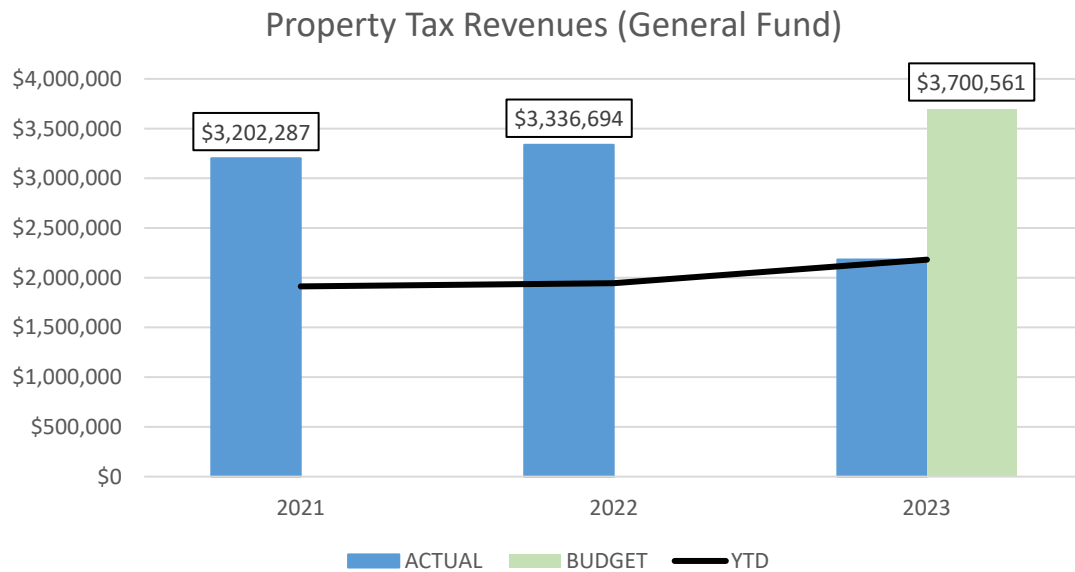


(01-00-XXXX)

Key General Fund Revenue Indicators:

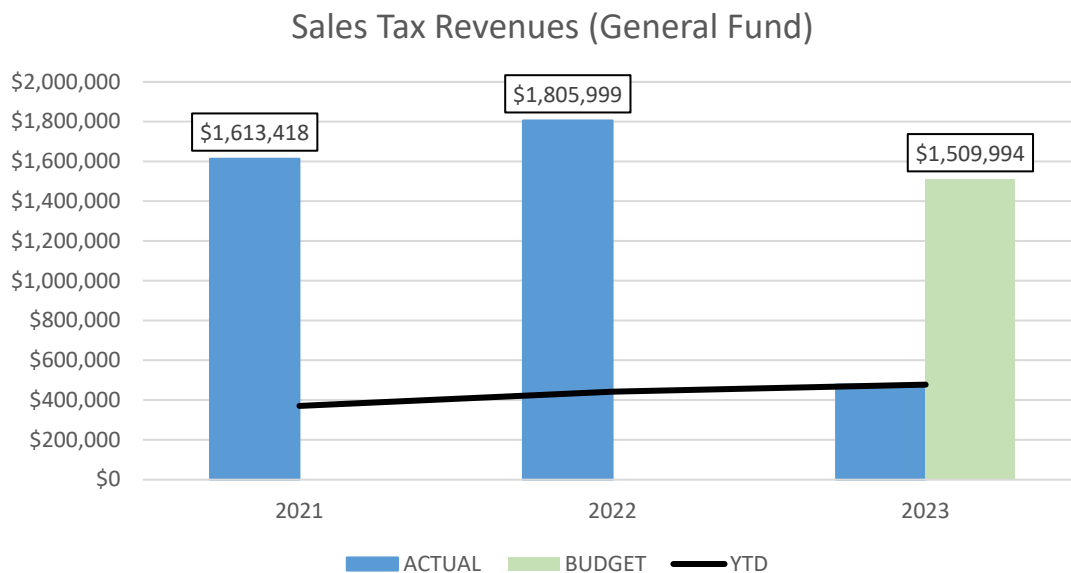
The primary revenue source for the City's General Fund is property tax (51% of Total Revenues). Property taxes are billed by the county the November before our calendar year. Taxpayers are required to pay at least one-half in December and the remaining amount in May.

→ Property taxes collected in 2023 year-to-date were \$2,182,678 compared to \$1,944,289 in the same period in 2022, a decrease of \$238,389 or 12%. (01-00-4000)



The city receives a portion of the Sedgwick County sales tax (22% of Total Revenues). Sales taxes are collected by the retailer and remitted to the State of Kansas Department of Revenue. The State then remits the sales taxes to the city. The process typically takes two months from the retail sale to the collecting of the sales tax.

→ Sales taxes collected in 2023 year-to-date were \$477,711 compared to \$442,099 in the same period in 2022, an increase of \$35,612 or 8%. (01-00-4030)



Personnel Expenses:

The 2023 Budget includes \$3,251,740 (41% of Budget) for personnel expenses (Salaries, Benefits, KPERS, FICA, Workman's Compensation, and Unemployment Insurance) (01-500)

	YTD Spent	Budget	% Spent	% of Year
Personnel	\$849,024	\$3,251,740	26%	25%

Contractual Expenses:

The 2023 Budget includes \$667,048 for contractual expenses. Contractual expenses include: liability insurance, utilities for public buildings, , phones, internet, mobile devices, copier, legal services (judge and prosecutor), inmate housing fees, mowing services, janitorial services, engineering services, recreation instructors, auditing services, financial software, digital ticketing software, body camera storage, and IT support. (01-510)

	YTD Spent	Budget	% Spent	% of Year
Contractual	\$128,350	\$667,048	42%*	25%
*% spent is as expected. several contractual agreements are annual payments made in Q1.				

Commodity Expenses:

The 2023 Budget includes \$493,350 for commodity expenses. Commodity expenses include: fuel and maintenance for vehicles, postage, publications, training, safety equipment, construction material, materials for public grounds upkeep, police and office supplies and marketing. (01-610)

	YTD Spent	Budget	% Spent	% of Year
Commodities	\$108,026	\$493,350	25%	25%

Capital Outlay Expenses:

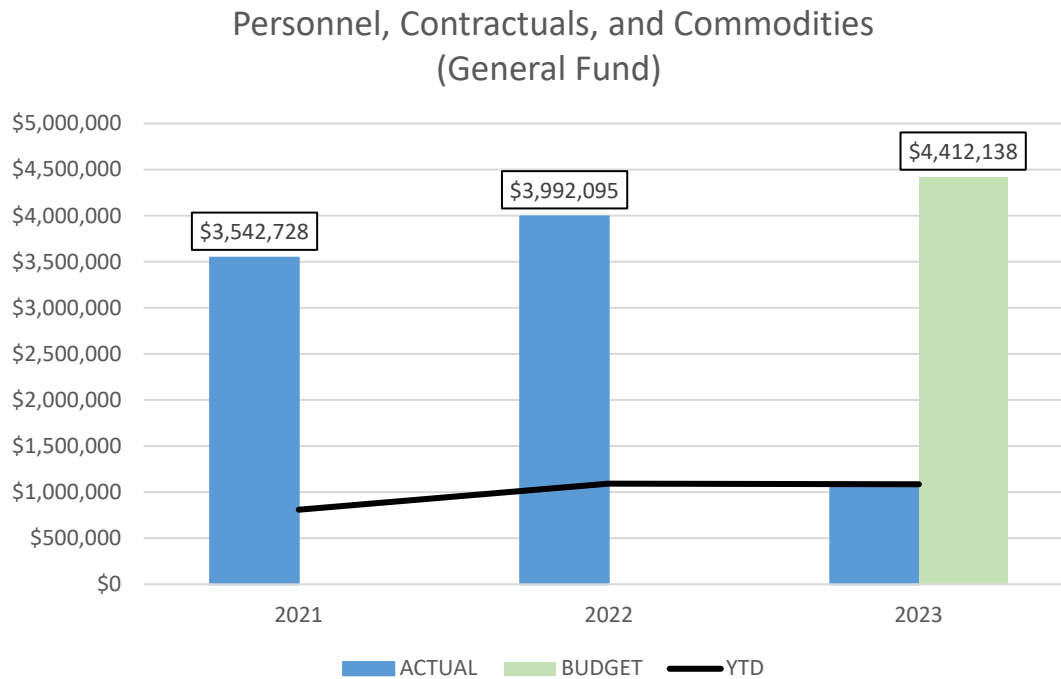
The 2023 Budget includes \$80,000 for smaller capital outlay expenses. (01-710)

	YTD Spent	Budget	% Spent	% of Year
Capital Outlay	\$1,780	\$80,000	0%	17%

Transfers Out Expenses:

Transfers for 2023 are budgeted at \$3,510,065. Most of this amount (\$2,252,194 or 64%) will be used to pay off debt the City has accrued over the years. Other 2023 budgeted transfers include \$1,157,871 to the Capital Improvement Reserve Fund for planned projects and \$100,000 for Equipment Reserve Fund for planned equipment replacement purchases. (01-800 or 8070)

	YTD Spent	Budget	% Spent	% of Year
Transfers	\$1,529,789	\$3,510,065	44%*	N/A
*% spent is as expected. several transfers are made in Q1.				



Water Fund

The Water Fund ended the month with a balance of \$2.5 million. Water Fund Revenue is driven by water sales to Bel Aire utility customers. (02-00-4360)

	YTD	Budget	% Collected	% of Year
Total Water Revenue	\$687,861	\$3,186,000	22%	25%

Water sales account for almost 90 percent of the total annual revenue in the Water Fund. Water sales collected in 2023 year-to-date were \$584,663 compared to \$524,619 in the same period in 2022, an increase of 11%.

Water fund expenditures are largely concentrated in contractual obligations. Bel Aire purchases water from two sources: the Chisholm Creek Utility Authority (CCUA) and the City of Wichita. The Water Department budget includes salary for 5 full time employees. Staff is responsible for maintaining the City's water infrastructure, including water towers; and work with CCUA and The City of Wichita to ensure no interruptions in water service. Staff completes hundreds of service calls, manages billing, water system maintenance, and repairs of sections of failing water main lines as needed. Capital Outlays are earmarked for contracting water line replacement projects.

	YTD	Budget	% Spent	% of Year
Total Water Expenses	\$616,087	\$3,544,187	17%	25%

Sewer Fund

The Sewer Fund ended the month with a balance of \$3.4 million. Revenue is driven by sewer charges Bel Aire utility customers. Sewer charges account for over 90 percent of the total annual revenue in the Sewer Fund. Sewer charges collected in 2023 year-to-date were \$699,558 compared to \$640,378 in the same period in 2022, an increase of 9%. (03-00-4400)

	YTD	Budget	% Collected	% of Year
Total Sewer Revenue	\$783,002	\$2,797,289	28%	25%

Sewer fund expenditures are largely concentrated in contractual obligations. All of Bel Aire's waste water is treated by the Chisholm Creek Utility Authority (CCUA). One of the greatest expenses for the Sewer Fund is \$739,604 in CCUA debt payments and \$562,072 for operations and maintenance at CCUA. This amount totals \$1,286,477, accounts for 53% of revenues, and only treats our waste water. The Sewer Department budget includes salary for 5 full time employees. Staff is responsible for maintaining the City's waste water infrastructure, including lift stations; and work with CCUA to ensure no interruptions in waste water service. Capital Outlays funds amounting to \$300,000 are earmarked for contracting sewer line replacement projects.

	YTD	Budget	% Spent	% of Year
Total Sewer Expenses	\$655,894	\$3,094,459	21%	25%

Stormwater Fund

A Stormwater Fund was established in 2016. Creating a fund for Stormwater eliminates annual competition for funds for stormwater improvements. The only revenue source for this fund is a \$2 stormwater management fee, which was assessed to all utility customers in the City. The Stormwater Utility Fund ended the month with a balance of \$409,452. 2023 completed stormwater projects include \$8,500 in tree removal along the ditches near Woodlawn and Quail Ridge. I will update stormwater projects as they occur.

Solid Waste Fund

The Solid Waste Utility Fund ended the month with a balance of \$348,374. All charges for trash and recycling services are being placed into and paid out of the Solid Waste Utility Fund. The 2023 Budget includes a \$100,000 transfer to the Street Fund for road repairs and \$35,000 to the Water Fund for administrative expenses.

Street Maintenance Fund

The Street Fund balance at the ended the month with a balance of \$287,571. Revenues are generated by the City's share of the state and county fuel tax. Expenses are spent on roadway maintenance, street cleaning, snow and ice removal and street lighting.

Bond and Interest Fund

The Bond and Interest Fund ended the month with a balance of \$1.5 million. The City will make over \$3.4 million in debt service payments out of the Bond and Interest Fund in 2023.

FY23 Equipment Replacement Reserve Fund (Non-Budgeted)

Fund Balance - starting	274,720		
Budgeted FY23 Transfer from General Fund	100,000		
Budgeted FY23 Transfer from Water Fund	150,000		
Budgeted FY23 Transfer from Sewer Fund	150,000		
Total Funds Available	624,720		
Ford F-150 Crew Cab (P&Z)	44,865	Bid Approved	< waiting on delivery
Replacement Watchguard Server (PD)	14,307	Bid Approved	< waiting on delivery
Sewer Main Cleaning Truck (PW)	280,000		< scheduled for replacement
FY2022 Police Vehicle Purchase (PD)	55,000		< scheduled for replacement
FY2023 Police Vehicle Purchase (PD)	55,000		< scheduled for replacement
Exmark Mower (PW)	20,000		< scheduled for replacement
F-350 Truck (PW)	50,000		< scheduled for replacement
Admin Vehicle Purchase (ADMIN)	45,000		< scheduled for replacement
Utility Task Vehicle (REC)	20,000		< scheduled for replacement
Estimated Expenditures	584,172		
Estimated Fund Balance - ending	90,548		

FY23 Capital Improvement Reserve Fund (Non-Budgeted)

Fund Balance - starting	566,384		
Budgeted FY23 Transfer from General Fund	1,157,871		
"Save and Spend" Transfer from General Fund	800,000	Pending	< needs budget amendment
Total Funds Available	2,524,255		
Micro-Surfacing (Preservation Program)	908,220	Bid Approved	
Engineering Services for 45 th Street	739,702	Bid Approved	
Public Works Facility (Feasibility Study)	10,000	Bid Approved	
City Hall Energy Efficient HVAC	150,000		
City Hall Keyless Entry System	50,000		
Pool Liner or Pool Plaster Repair	150,000		
Skyview Park (new)	160,000		
Estimated Expenditures	2,219,922		
Estimated Fund Balance - ending	304,333		
ARPA Fund Balance	1,267,227		< still available for allocation

Small facts you might find Interesting...

- March had the most Move in and Move Outs over the past 5 years with 232 Move Ins and/or Move Outs entered by staff; previous record was 183 in 2020.
- Billed 3624 meters in March, a 19% increase since March 2019.
 - 30% paid via ACH and 39% received ebills.
- Utility Staff fielded 1,762 calls in the first quarter of 2023. (about 30 calls per day)

STAFF REPORT

DATE: April 12, 2023
TO: Ty Lasher, City Manager & Bel Aire Governing Body
FROM: Brian Hayes, Recreation Director
RE: March Activities

Recreation

- A near record 182 participants continue their Coed Indoor Soccer season which runs until April 15th.
- Pickleball participation was up a bit with 298 compared to 283 participants last month.
- Taekwondo participation was up with 25 students compared to 18 in February.
- Tippi Toes Dance participation was steady with 13 participants.
- 22 Happy Feet Soccer & TGA Golf participants will continue their spring sessions through late April.
- Exercise classes were steady with 24 participants.
- 4 Wichita Heights Junior Baseball/Softball League teams began practicing in March compared to 5 teams last year. Games will begin in May and will run through July,
- The first ever state licensed Spring Break Camp was held in March. The capacity was set at 15 due to staffing and was at capacity.
- We are currently accepting applications for Summer Camp staffing. The two full-time seasonal staff from last summer will be returning but 2 additional part-time group leaders will need to be hired. Over 30 applications have been submitted.
- March drop-in use was slightly up with 571 compared to 540 in February.
- The Spring Festival was a great way to kick off this year's community events! There were an estimated 1800 people that came to enjoy festivities at the Bel Aire Rec Center. Around 600 kids participated in the egg hunts, inflatables, games, kite flying, temporary tattoos, and pictures with the Bunny.
- The Parks Master Plan survey will be open until April 19. The link has been published in the Breeze, social media, city website, on flyers in the March water bill and on signs at the Spring Festival and in the parks. A community open house will be scheduled soon.
- Work continues on the athletic fields. Herbicide has been applied and mowing has begun. Rec staff & volunteer groups continue to pick-up rocks out of the red shale on the infields. Fertilizer will be applied after the bermudagrass comes out of dormancy.
- Upcoming Rec programs include Blastball, T Ball, and Machine Pitch Baseball.

Seniors

- A record 933 seniors participated in Tai Chi, cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities and others compared to 740 last month.
- Special programs included a lunch with live music, dice bingo, and marble painting. 5 educational sessions were also held.
- Upcoming Senior activities include several craft activities, two outings, several presentations, as well as the many ongoing programs, mailings and virtual activities.

Swimming Pool

- We continue to meet with the returning pool manager to discuss the upcoming season. We will need to hire 3-5 lifeguards which is now posted on Indeed and the Breeze. 7 applications have been submitted so far.
- Pool prep work will begin later this month.



Section XIV, Item C.



2022 Annual Report

Our Vision

A resilient and sustainable community

Our Mission

Build, sustain, and improve Sedgwick County's capabilities in disaster prevention, preparedness, mitigation, response, and recovery through whole community collaboration, innovative planning, training, and exercise activities



March 1, 2023

SEDGWICK COUNTY EMERGENCY MANAGEMENT

Emergency Management Staff

Julie Stimson
Director

Jonathan Marr
Deputy Director

Cody Charvat
Operations/Training

Reagan Bender
(former) Planner

Kenji Brooks
Logistics

Sedgwick Co. Emergency Management Volunteer Teams

Roger Teachman
Radio Officer, RACES

Wayne Leach
K9 Team Lead

John Crosby
Historical Consultant, Former Deputy Director



Our staff attending the KEMA conference along with our partners

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Our Commitment to Partnerships and Collaboration

Sedgwick County Emergency Management coordinates the creation of our Local Emergency Operations Plan (LEOP) with you, our partners. It is not just *our* collective plan, it is your plan. We engage with over 50 agencies to build an honest and functional emergency operations plan so we can be ready for the large events. This effort requires partnerships and collaboration, which are not easy. It requires a willingness to participate with an open mind as well as time and consistency. By building relationships based on mutual trust and respect, we reduce the potential for conflict and that makes our outcomes more sustainable. If we are to meet the challenges ahead, we need fresh ideas from the widest possible variety of stakeholders. We need to capitalize on local knowledge and information. We need you. Our staff will continue to make strides to build and strengthen the relationships necessary to build a “whole community” approach to Emergency Management.

Our Award Winning Staff

Julie Stimson, CEM, Director

Julie is actively working on her PhD in Emergency Management and earned the prestigious title of Certified Emergency Manager (CEM) by the International Association of Emergency Management in August this year. This CEM designation is incredibly challenging to obtain and just under 2200 people in the world currently hold it. Julie led the county's response and recovery to the April 29th tornado. She actively served as part of a committee to evaluate our response while also serving on the recovery committee with other agencies to assist with making decisions regarding the unmet and uninsured needs of those affected by the disaster. Her leadership has also allowed her employees to flourish in their positions.

Jonathan Marr, Deputy Director

Jonathan had a breakout year with Emergency Management. This year he was awarded the Excellence in Public Service Award by the Devore Foundation, the Col. Mahlon G. Weed Outstanding New Emergency Management Professional Award by the Kansas Emergency Management Association, and earned his mini-MPA from the Hugo Wall School of Public Affairs. Jonathan also designed a cost-effective Capital Improvement Project to completely overhaul our flailing outdoor warning system, all but rescuing our budget. He also reimagined and revitalized our dormant Community Emergency Response Team (CERT) and continues to lead and improve the K9 Search Team and R.A.C.E.S. Team.

Cody Charvat, KCEM, Operations & Training Officer

Cody is starting his 25th year as a county employee and his 40th year in Public Safety. Cody continues to be the foundation of our department. He was awarded Instructor of the Year by the Kansas Emergency Management Association. Cody taught or coordinated over 40 classes and training sessions to educate our county partners. This year Cody took the lead in participating in an FCC Wireless Emergency Alert Study which will provide us greater insight to how well cellphone alerts work in our area. Cody manages the Emergency Operation Center, our in-house Emergency Management Training Programs, Teaches Storm Spotter training to our partners, and manages our IPAWS and mass communication programs.

Reagan Bender, EM Planner

Reagan served the majority of the year as our Emergency Management Planner. He had the enormous task of updating our Local Emergency Operations Plan (LEOP). His efforts led the Kansas Division of Emergency Management to expressing they planned to use our LEOP as an example for the entire State. This is an incredible accomplishment and one that required extensive communication with numerous partner agencies. Sadly, Reagan left our department and now serves as the Senior Emergency Management Coordinator for Cowley County. We know he'll do well.

Kenji Brooks, Logistics Manager

Kenji coordinates our logistics and administrative operations. He manages our preparedness supply warehouse by utilizing Fishbowl Inventory System and Lily Pad ecommerce programs. Likewise, Kenji keeps our department on task with regard to purchasing, grant tracking, and budgetary discipline. He is also a Veteran retired from the United States Air Force as an Aerospace Maintenance Craftsman with a strong background in Global Mobilization of people, equipment and hazardous material. Kenji is working on certifying as an Emergency Manager.



All staff members belong to the Kansas Emergency Management Association (KEMA). KEMA was formed in 1977 and is a network of leaders dedicated to providing excellence in emergency management and homeland security for Kansas. KEMA is committed to promoting excellence through professionalism, fostering communication and cooperation through teamwork, soliciting input and active participation through responsiveness, and advocating for progressive growth through leadership.

Accomplishments and Highlights

Jonathan Receives Sedgwick County's Excellence in Public Service Award

The Excellence in Public Service Award Program annually honors three public service employees whose work performance and community activities transcend the ordinary. This program, sponsored by the DeVore Foundation, selects three public service employees out of thousands from the City of Wichita, USD 259, and Sedgwick County. Each winner demonstrates some combination of the following attributes essential to excellent public service: extraordinary work delivered with energy, ingenuity and compassion; responsiveness to public needs by developing more effective methods of service delivery; outstanding and reliable performance, both in situations of crisis and under the pressures of daily routine; adherence to high ethical standards in carrying out job responsibilities; and a record of community involvement through participation in civic organizations.

Jonathan lives his life in service of others. As a civil servant his entire career, he is deeply dedicated to his community. As Deputy Director, Jonathan was instrumental with stabilizing the outdoor warning system program as well as our budget. He revived our K9 Search Team, and developed our Community Emergency Response Team Basic Training Program. Outside of work, Jonathan volunteers for Derby Fire & Rescue, serves at the Skipper for Wichita's only Sea Scout Ship, and co-coordinator for Healthy Kids Running Series. Jonathan also serves as a board member for the Arkansas River Coalition and Restoring the Rescuer.



Cody awarded with Instructor of the Year by Kansas Emergency Management Association

At its annual conference, the Kansas Emergency Management Association Awarded Cody with Instructor of the Year! Cody has consistently and passionately maintained our public & partner education programs. This award is designed to recognize an instructor who has performed exemplary service in providing emergency management related education and training programs. Cody taught or coordinated dozens of classes for hundreds of participants; he also facilitates our partner training programs through our Integrated Preparedness Planning Workshop (IPPW).



Cody with Kansas Emergency Management Association President Butch Post

Accomplishments and Highlights

Julie achieves International Certified Emergency Manager Designation

In November, Julie attended the International Association of Emergency Management (IAEM) Conference in Savannah, GA. While there, she was awarded the Certified Emergency Manager (CEM) designation. IAEM created the Certified Emergency Manager® and Associate Emergency Manager Programs in 1993 to raise and maintain professional standards. It is an internationally recognized program that certifies achievements within the emergency management profession. AEM and CEM certification is a peer review process administered through the International Association of Emergency Managers. IAEM is the only organization that offers a certification for individual emergency managers. The Certified Emergency Manager designation is a nationally and internationally recognized professional certification. At current time, only 2200 people in the world hold this designation and it's an incredible achievement. Huge congrats to Julie and all of her work.



Jonathan awarded with the 2022 New Emergency Management Professional of the Year by KEMA

In Jonathan's 2nd year as Deputy Director, he was awarded the Col. Mahlon G. Weed New Emergency Management Professional of the year for 2022. The award is given by the Kansas Emergency Management Association in recognition of an emergency management professional who, at the time of the annual conference, has served twenty-four (24) months or less in the position, and who during that time has displayed enthusiasm and made specific accomplishments and/or improvements in the local program.

Kansas National Guard Officer Col. Mahlon G. Weed is the former Deputy Director of the Kansas Division of Emergency Preparedness (KDEP) which later became the Kansas Division of Emergency Management (KDEM).



Jonathan and Julie at the KEMA conference in September

Emergency Management Volunteers

Since the early 1950s, in the old duck & cover days, our civil defense predecessors managed incredibly robust volunteer programs. Our ability to combat the threats of the day relied solely on citizens rolling up their sleeves and getting involved. With Sky Spotters, air raid siren volunteers, neighborhood wardens, amateur radio volunteers, heavy rescue, auxiliary police officers and more, WE ARE, at our core, built around the idea of volunteerism. We learned a valuable lesson during our response to COVID-19 and the April 29th Tornadoes: Sedgwick County **NEEDS** healthy and robust volunteer teams that are trained, capable, and ready to fill-in the gaps of disaster response and recovery. Our county will never be able to mobilize enough paid professionals to muster a proper sustained response to a long-term disaster. Spontaneous volunteers are always great to have, however, a ready team of individuals who are trained to fill specific and critical roles within response and recovery is vital to our resiliency as a community and our mission. Internally, we have declared every year, “The Year of the Volunteer.” We have focused our efforts to remove barriers to volunteerism by supporting the vital work they do and empowering them through education and other means. Based on figures from the Non-profit Leadership Center, Emergency Management’s volunteer programs have saved Sedgwick County about \$150,000 in costs. Emergency Management doubled its volunteer work force in 2022.



LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)

The mission of the Sedgwick County LEPC is to fulfill the requirements of the Superfund Amendments and Reauthorization Act of 1986, commonly known as SARA Title III. In addition, the LEPC is an all-hazards planning committee to include information sharing, community planning, exercise design/implementation, the critique of emergency incidents—real or exercised, other activities aimed at efficient, compassionate, and rapid

response to disaster survivors’, caregivers’, and workers’ needs in times of disasters. As required by the Emergency Planning and Community-Right-to-Know Act (Public Law 99-499) and K.S.A. 65-5701 et seq., the LEPC ensures that Emergency Operations Plans, Material Safety Data Sheets (MSDSs) and Tier II forms are submitted annually by the regulated business entities within Sedgwick County and are available for inspection upon request at Sedgwick County Emergency Management. The committee is led by volunteer Chairperson Ann Houk who is the Administrator at Home Health & Hospice of Kansas, LLC. Ann volunteers hundreds of hours per year to lead the committee made of up nearly 50 active community members through all-hazard planning, training and exercise activities. Ann spent countless hours working with state and local response agencies to identify exercise and training needs for first responders. Funded through the Hazardous Materials Emergency Preparedness grant, Ann was able to secure 6 courses to enhance response capabilities in the county. Ann’s hours of dedication to community preparedness and public safety earned her the nomination as the Support Person of the Year at the Kansas Emergency Management Association annual conference.



SEDGWICK COUNTY RADIO AMATEUR CIVIL EMERGENCY SERVICE (R.A.C.E.S.)

R.A.C.E.S. volunteers logged over 1200 volunteer hours in 2022. Through the twenty members of our R.A.C.E.S. Team, Sedgwick County Emergency Management maintains a backup radio communication system consisting of four repeaters and many radio operators. HAM Radio infrastructure nationwide has served as a reliable primary and secondary communication system in times of disaster and war. When activated, the R.A.C.E.S. team provides radio communications for us in times of emergency. These volunteers and the infrastructure they maintain are a critical backup when our primary communication goes

down. R.A.C.E.S. meets every Tuesday evening for training and they perform radio checks every Sunday. Our R.A.C.E.S. Team also receives advanced storm spotter training; when storms approach, they deploy into the field to report on severe weather. Our R.A.C.E.S. Team is a critical part of our resilience.

Sedgwick County Emergency Management 2022 Annual Report



SEDGWICK COUNTY EMERGENCY MANAGEMENT K9 SEARCH TEAM

Our K9 Search Team (SCK9) has logged over 2000 hours of volunteer service in both training and deployments this year. Our K9 Handlers serve as part of our disaster response team to help search for people who have gone missing in the wake of a disaster. Because disasters don't happen every day,

they often keep up on their skills by supporting our local law enforcement partners to search for lost or missing adults and children. This year, SCK9 was requested and deployed to assist the following agencies with their investigations: **Wichita PD, Sedgwick County Sheriff, Wichita Fire, Butler County Sheriff, Sumner County Sheriff, Chase County Sheriff, McPherson PD, the Kansas Highway Patrol, and the Nebraska State Patrol.** Our K9 team provides services including, air scent, trailing, water search, and human remains detection by request. We currently maintain the largest vetted and organized team of K9 handlers in the region. Although this is a disaster team, by extension, it allows us to further build relationships with our partner agencies. The development of these relationships is critical to our ability to respond to disasters under a unified command structure.



COMMUNITY EMERGENCY RESPONSE TEAM RETURNS!

With the launch of our CERT Basic Training Academy we can begin recruiting for an Advanced CERT Team of regular volunteers in 2023. Our Advanced CERT Team will be specially trained to fill specific roles within disaster response and recovery. With this team of volunteers, it is our plan to answer some of the areas of improvement identified in the April 29th Tornado After-Action Report

(AAR). These roles could include logistical support, lighting & generator operations, volunteer reception center staffing, damage assessment and data collection, canvassing, communications support, and public education support. Again, because disasters don't occur every day, in-between disasters we are working to develop various support services for our partner agencies to include wide-area search, incident rehab/canteen, power generation, DUI check lane support, scene lighting, and more. It is our goal to build a functional and sustainable Advanced CERT team program.



Community Outreach and Education

Storm Fury on the Plains

In a normal year, Cody gives 25 or more presentations on severe weather safety. This class, while open to the public, is also critical training for volunteer firefighters and others who assist Emergency Management with storm spotting during severe weather. These storm spotter classes came full circle and proved their worth during the April 29th Tornado. Due to its unique characteristics, the formation of the April 29th Tornado did not show up on National Weather Service Radar. In fact, the NWS solely relied on information provided by trained storm spotters when they issued the tornado warning polygon. The NWS trusted these storm spotters to provide the information they needed to fill the gap so they could warn the public and save lives. In 2022, Cody provided 15 offerings, and a total attendance of 424. 2023 should see a return to a full slate of classes.

First Responder Education

In addition to weather, Cody facilitated the delivery of 14 other classes in a variety of topics from Hazmat to Healthcare. These classes provided nearly 5000 hours of continuing education for our first responders and assists our first response agencies with meeting the objectives in our Local Emergency Operations Plan (LEOP). In 2022, Emergency Management hosted the following classes for our partner agencies.



- Grain Engulfment Rescue
- Disaster Prep for Healthcare Facilities
- All-Hazards Task Force Leader
- Tactical Chemistry
- Air Monitoring
- Advanced Hazmat IQ
- Rail Hazmat
- Propane IQ
- Understanding Targeted Cyber Attacks
- Above the line, Below the Line Hazmat Class
- Emergency Building Coordinator for WSU



Business Preparedness Workshop

In April 2022, Emergency Management partnered with the National Weather Service, the Kansas National Guard, and Accuweather Inc. to provide a Business Preparedness Workshop. The workshop was held at the Derby Chamber of Commerce and was designed to build resiliency in the business community by educating business owners on concepts that would prepare them for severe weather and its aftermath, business continuity of operations planning, cybersecurity and more.

Emergency Preparedness Education in Schools

One of the more popular attractions at our community outreach events, especially with children, is our homemade tornado machine, which uses fans, dry ice and water to produce a "tornado" the kids can touch. In this photo from Oct. 2022,

Cody uses the machine to teach tornado safety to the students attending Cheney's Government Day for 7th graders. Our outreach covered higher education as well, as once again we were asked to provide training to WSU's Emergency Building Coordinators to help them understand their roles in campus emergencies.

Storm Shelter Surveys

Every year, many businesses, churches and schools turn to Emergency Management for recommendations regarding where to shelter in their building during severe weather. Due to the pandemic, requests for this service dropped dramatically, however, staff was able to conduct surveys for the High Touch building downtown, Shadybrook Apartments, Rock Regional Hospital in Derby, and the Wichita Marriott. We also conducted weather safety plan reviews with staff at the new Cargill headquarters, and Intrust Bank Arena.

Emergency Management Participates in FCC Wireless Emergency Alert(WEA) Study

On Sept 12, Sedgwick County Emergency Management was one of about three dozen agencies nationwide chosen by the FCC to test several key components of the Wireless Emergency Alerts by sending a targeted WEA to a small area in downtown Wichita. Jonathan and Cody worked diligently to recruit and train a control group of volunteers to participate in the study. To promote public participation, Jonathan and Cody did interviews on KWCH, KAKE, KSN, KMWU and KNSS. The results of this test will give Emergency Management a better idea of how well Wireless Emergency Alerts work in our area. Just before Christmas, the FCC released their data to us where we learned nearly 1000 residents participated in the study, far exceeding our expectations. We plan to process the data in Q1 of 2023.



K9 Search Team participates in Fire Adventure Day at Sedgwick County Zoo

After a two-year hiatus, 5th Grade Fire Adventure Day at the Zoo returned in 2022 and Emergency Management was there with our K9 team. The kids learned what they could do to help themselves and their family be prepared for disaster, including what they should know about dealing with their own pets.

Outreach at McConnell AFB Airshow

Emergency Management teamed up with McConnell Air Force Base Readiness Emergency Management for a booth at the first Wichita Air Show in four years. Hundreds of people stopped by to learn tips on what they could do to be better prepared.

Community Emergency Response Team (CERT) Basic Training Weekend

We relaunched our Community Emergency Response Team (CERT) Basic Training Program this year and it's been a true collaboration. The CERT program, provided by FEMA, offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, allowing them to focus on more complex tasks. In a disaster situation, all of our resources are typically committed immediately. The need for help and emergency services becomes far greater than we're able to initially provide. CERT gives knowledge and skills to community members so they may be better prepared for the effects of disaster and also safely respond to the needs of their neighbors. During the April 29th Tornado, there were few Police, Fire, or EMS rescues that occurred. It was neighbors who largely assisted the trapped or injured. This exact scenario is the gap that CERT Basic Training fills.

CERT Basic Training is a collaborative program led by Emergency Management which includes participation by local police departments, fire departments, EMS, Active Duty Military, and more. This program builds resiliency within Sedgwick County and supplements our emergency response efforts in the early wake of a disaster.



Planning

2022 Local Emergency Operations Plan (LEOP) approved by KDEM & adopted by the BOCC

The State of Kansas requires an updated LEOP every 5 year. 2020 was a revision year with extensions due to COVID. This plan is a living document that outlines how we intend to respond to emergencies and disasters. The LEOP is designed off the National Response Framework and planning standards set forth by FEMA and Kansas Department Emergency Management (KDEM) respectively. With the guidance of our EM Planner Reagan Bender and the immense support of 50 partner agencies, our plan was completed, approved by KDEM, and adopted by the Board of County Commissioners. The update to our plan required many meetings, an incredible amount of detailed conversations and a lot of coordination. We want to thank all of our partners who participated in the plans creation and we looking forward to exercising it with you.

Preparedness

Emergency Management Tests the Outdoor Warning System “Attack” Function and continues to maintain system

Emergency Management celebrated the 70th anniversary of the first-ever air raid siren test in Wichita - Sedgwick County at the end of April 2022. In recognition of that anniversary, the “Attack mode” was tested for the first time in seven years. Not only was this a poignant hat-tip to our past but a functional exercise for our equipment. For a review of the sirens history and the functions of the Sedgwick County Warning Systems, visit <https://youtu.be/IOQqOGmFFXU>.

Breaking down our Outdoor Warning System

For decades, we’ve tested our outdoor warning system at noon on Mondays, barring inclement weather and holidays. But why? There are many reasons for us to test our siren system. First on that list is public safety. Our citizens rely on the various methods of warning we provide to alert them of danger. It’s an immense responsibility and one we don’t take lightly. Our system is comprised of 152 sirens with mixed manufacturers and models. The sirens’ components can be broken down into 154 telephone poles, 200 mother boards, 160 Radios, more than 300 batteries, over 200 electric motors, 300 sensors, along with wires, antennas, and nearly 100 electrical accounts. All of these components sit outside in the weather 24/7/365. As with any equipment maintenance program there will always be recurring maintenance and upkeep. We’ve worked diligently to re-strategize the way we maintain our equipment and those efforts have led to a 50% reduction in maintenance expenses while also improving the system overall.

Exercises

Integrated Preparedness and Planning Workshop (IPPW)

Every November, Sedgwick County holds an Integrated Preparedness and Planning Workshop (IPPW) which used to be called the Training and Exercise Planning Workshop. In addition to training and exercises, the IPPW is expected to integrate other aspects into the whole community concept including risk assessments, planning efforts, grant priorities and other preparedness activities. The goal is to document overall preparedness priorities and activities, to maximize efficiency of resources, time and funding and to work towards improving

jurisdiction/organization capabilities. The primary product of this event is the creation of a three-year training and exercise plan for local agencies to build upon. We invited all of our ESF partners to participate in discussion and provide input regarding their training needs.

Eisenhower National Airport Table-top Exercise

In September 2022, Jonathan and Reagan were invited to participate in a table top exercise at the Eisenhower National Airport. The tabletop was organized by the Airport Police & Fire Dept. and involved a walked-through of response events to an aircraft crash. The airport expressed a desire to improve working collaboration with Emergency Management and asked us to review their Airport Emergency Operations Plan. We will be planning a Full-Scale.

Wichita State University Athletics Table-top Exercise at Koch Arena

WSU Athletics hosts over a hundred events at Koch Arena annually. These events draw thousands of people to their campus. In December 2022, Emergency Management participated in a table-top exercise with Campus Police and WSU Athletics department to walk through various scenarios involving sheltering-in-place or evacuations. The table-top was a success and led to further plan revisions.

Logistics

Finding the Right Balance

Time waits for no one and as time goes by we must now close out 2022. As Logistics Chief, Kenji is charged to account for, acquire, manage, distribute and deliver the must have supplies for any given disaster. So, what did Emergency Management learn this past year about Public Health outbreaks? With the passing of time on our side, it allowed Emergency Management to find the right battle rhythm of personal protective equipment (PPE) supply and demand needs throughout our county's departments to protect our employees.

As we find our new normal through this post public health emergency, we are starting to see the true needs of what is necessary, what is nice to have and more importantly what is a waste of time and money. We had the foresight to automate processes to account for all the different items we would use, which would be key to helping us meet



our objectives by capturing the data with the inventory software called Fishbowl. Fishbowl enabled us to efficiently and effectively follow PPE trends, manage/track resources and eliminate wasteful practices. By using the Fishbowl program we were able to make calculated predictions on how much funding it would take to sustain our County partners for the next few years. Thanks to the hard work of our Finance Department, we were able to work together to strategize a realistic spending plan and with Finance's approval, we were provided a reasonable budget spending plan that meet the needs of the warehouse for the entire year of 2022. Without their help the job would not have been possible. Thanks Finance Team for another year of continued support.

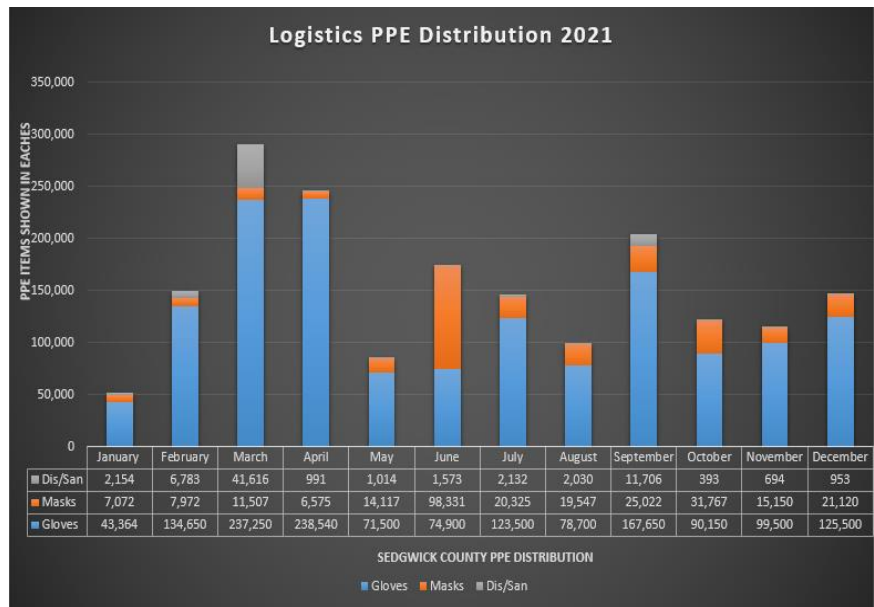
There is a lot of behind-the-scene stuff that goes on, so to give you a glimpse here is what it takes to run this function. On the previous page is an example of the logistics it takes to restock our PPE supplies. Emergency Management still remains the sole provider of PPE gloves and face masks to the County Jail, JDF, Sheriff’s Office, Comcare and District Court. Risk Management has also played a vital role to fit test all County employees to aid in what type of items Emergency Management needs’ to have on hand. Working closely with Risk Management, we were able to pinpoint their true needs and help support their operation. We thank Risk Management for their partnership.



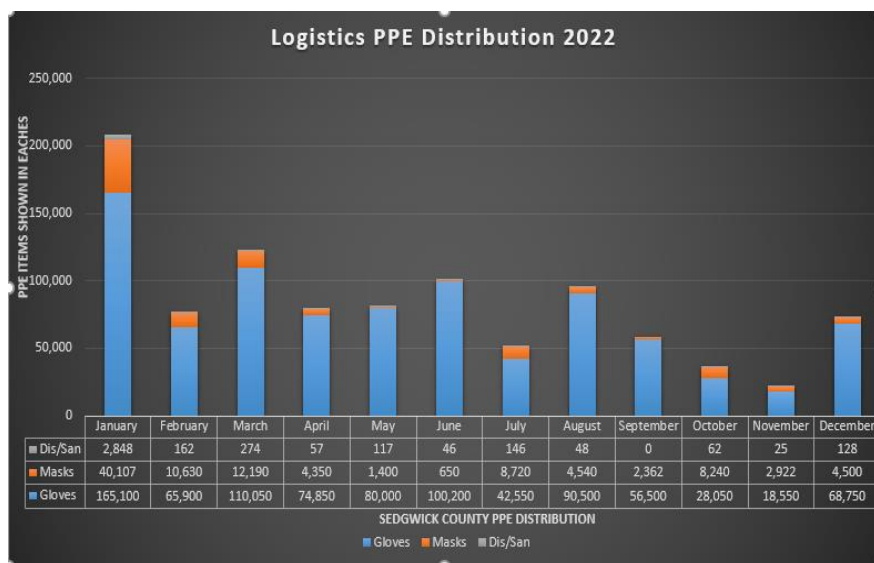
Also shown on this page to the right is an example of what it takes to restock the warehouse to maintain a healthy 90 days of PPE. Without a permanent temperature-controlled warehouse solution in place, this continues to be our biggest challenge going forward in 2023. Emergency Management would like to also recognize Facility Maintenance for their continued support on being available in a moment’s notice each time the aid of a forklift driver was needed, rain or shine. They are the heroes in all things in heavy maintenance support. Emergency Management still lacks a permanent location within the county to store our PPE supplies and we are very hopeful we can come up with a solutions that meets our warehousing needs in the near future. At any time, Emergency Management continues to house an average of over a millions dollars’ worth of supplies in an effort to keeping one step ahead in preparedness.

The Numbers Don’t Lie

The grand total PPE items distributed for 2022 was 1,015,328. Broken down by item that’s, 1,821 cases of gloves, 100,611 individual masks, and 3,917 disinfectant/sanitizer products of varies kinds. For 2022, the total number of requests were 228 valued at \$226,306.10 of CARES/ ARPA spending. Kenji drove 734.8 miles to fulfill the requested needs of our co-workers/customers. Our customers included 31 different County Departments, 4 City of Wichita agencies, and USD 265 Goddard Public School. There were two COVID-19 outbreak emergency requests for PPE items that went out to United Rescue mission and Golden Boomers Home Plus who had a long lead time to get their own supplies. With all of this data collected it gives us a clearer picture of what our true needs are to protect our employees/customers from future outbreaks.



If you recognize this chart from our previous year annual report, you will see we have something to compare it to. 2021 was still very active and 2022’s chart (see page 13) illustrates how we learned to maintain a healthy stock level. As anticipated, the number one most requested PPE items from County Departments were medical grade nitrile gloves as indicated on the charts. Emergency Management’s number two most requested item were N95 masks. Our goal will be to continue to supply N95 masks to all County Employees as long as they can provide us with a current fit test, which is a continuation of the same process we’ve had since the start of the pandemic.



Throughout the year of 2022, Emergency Management began placing large orders of bulk PPE supplies in a single transaction, this enabled us to receive the best possible pricing. Bulk orders allowed us to save significant local and federal grant dollars, while keeping everyone in the County well protected. In addition, we tracked information from media and local partners throughout the year about any rumored supply issues in order to stay ahead of any possible delays or disruption of the supply chain. Having the ability to forecast future disruption will allow us to tighten restriction and seek alternate solutions of stocking and supplying the needed PPE.

To sustain our operation we requested and received a budget of \$143,000.00 and our total expenditure of the year was \$129,813.26 in PPE items with an annual software fee of \$5,691. There is a full 48 page detail report of all the PPE items available upon request at logistics@sedgwick.gov.

Operations/Response

Tornado Strikes Southeast Sedgwick County & City of Andover

On the evening of April 29th, 2022, Sedgwick County experienced severe weather with the possibility of tornados. Emergency Management stood up the Emergency Operations Center (EOC) to a Level 3 (monitoring), as we typically do for severe weather. Reagan and Julie monitored the storm from the EOC until the all clear had been given by local meteorologists. At 800pm, we began receiving reports from trained storm spotters of cloud rotation in several areas of the eastern side of Sedgwick County. At 0810pm we received a report of a tornado near 39th St. S and 127th St. E, moving to the northeast. The National Weather Service saw nothing on their radar indicating a tornado was present. Based on trained storm spotter information, alerts were sent, sirens were sounded, and Emergency Management personnel began making their way back to the EOC. Upon arrival, Reagan and Jonathan began triaging information and receiving reports from the field. A Wichita Battalion Chief reported Sedgwick County sustained damage to as many as 50 homes before it moved into Butler County. Jonathan sent out a full EOC activation page for all work stations and Julie began the process of obtaining a verbal disaster declaration from the County Commission Chairman David Dennis. After a short time, it was determined that Andover and Sedgwick County's command posts needed to merge as both communities were competing for the same resources. A Unified Command Post was established at the Andover Dillon's, which was about the halfway point of the tornado track. The city of Andover received significantly more damage to property as over one hundred homes were destroyed and the YMCA took a direct hit during business hours.



During our EOC activation for this tornado, most of our partners contributed to the response efforts: GIS plotted the boundaries and path of the tornado track, Police, Fire, EMS, and Hospitals learned there were few casualties, and the United Way, Red Cross, and Salvation began ramping their response and recovery efforts.



1: EOC Activated for Tornado Response



Governor Kelly receives a briefing at the Command Post



THANKS TO OUR AMAZING PARTNERS!

The sheer power of our partners was realized in response to the April 29th Tornado. Dozens of agencies and organizations came to our aid and we could not be more grateful. We offer a big Thank You to the United Way, the American Red Cross, The Salvation Army, United Methodists Disaster Response, and the Lions Club, among many others.

You can watch Julie's tornado response after-action report presented to the County Commission here:

<https://www.youtube.com/live/rZd7dv8hOn8?feature=share&t=3387>

Search K9 Maple Locates Missing Child safe in Sumner County

Around 7:30pm on December 5th, 2022, The Mulvane Fire & Rescue Department requested the Sedgwick County Emergency Management K9 Team to assist with the search for a missing child. Units from Sumner County Sheriff, Mulvane PD and Mulvane Fire had searched for hours with little luck. SCK9 arrived with K9 Indy, K9 Cooper and K9 Maple along with Handlers Darren Lawrence, Julie Lancaster, Edie Wiley, and Flankers Lisa Dubray & Caitlin McDaniels. Trailing K9 Indy worked the property, while Air Scent K9 Maple used scent from the child's jacket and went right to work. Within 20 minutes of their arrival, K9 Maple located the child safe in a tree row. Edie and Caitlin encouraged the child to play ball with Maple as they walked her out to the road and eventually back home to her family. KSN covered the find here.

<https://www.youtube.com/watch?v=wH-VeFB7ZsI>



In the media

<https://www.ksn.com/news/local/sedgwick-county-emergency-management-k9-and-handler-find-missing-child/>

<https://www.kake.com/story/46609063/sedgwick-county-emergency-management-warns-citizens-of-ongoing-flooding-risk>

<https://www.ksn.com/weather/weather-stories/watch-live-city-of-wichita-on-dangerous-cold-and-snow-in-forecast/>

<https://www.kake.com/story/46563383/sedgwick-county-emergency-management-on-high-alert-for-another-night-of-rain-and-possible-flooding>

<https://www.kwch.com/2022/03/24/sedgwick-county-k9-team-aids-search-missing-person/>

<https://www.ksn.com/weather/weather-stories/storm-track-3-historical-tornado-siren-significance-marking-70-years/>

<https://apnews.com/article/tornadoes-storms-weather-kansas-wichita-cd1d6dc8a2143f43a6bdda785a8484e1>

<https://www.kfdi.com/2022/12/21/wind-chill-warning-to-be-in-effect-city-prepares-for-winter-storm/>

<https://www.kake.com/story/46028780/tornado-vs-attack-whats-the-difference-between-a-tornado-warning-and-impending-attack-warning-in-kansas>

<https://wichitabeacon.org/stories/2022/05/31/public-service-award-sedgwick-county/>

<https://www.ksn.com/news/good-news/sedgwick-county-employee-gets-surprise-honor/>

<https://www.cbs19news.com/story/45010233/ever-wanted-to-join-investigators-in-active-missing-person-cases-sedgwick-county-has-a-volunteer-team>

<https://www.ksn.com/news/local/sedgwick-county-k-9-helps-brings-closure-to-fire-search/>

<https://www.youtube.com/watch?v=wH-VeFB7ZsI>

https://www.youtube.com/watch?v=ZOIC_P-Azhw

<https://www.youtube.com/watch?v=IOQqOGmFFXU>

<https://www.youtube.com/watch?v=pCAL6iqwR-U>

What the EOC does

- Situation Awareness: Provide the ‘big picture’ view of the incident
- Policy Direction: Communicate current policy or policy decisions to resolve conflicting policy
- Strategic Planning: Focus on long-term planning
- Communication Support: Provide communication and messaging support; manage public information issues and media requests
- Resources: Provide and prioritize specialty and emergency vendor resources
- Legal and Finance Support: Authorize emergency expenditures, when appropriate, and track incident costs or other administrative issues



When to Activate

The following are possible criteria for activation of the EOC:

- A threat (or potential threat) increases the risk to public safety in Sedgwick County
- Local disaster declaration: when conditions have caused or eminently threaten to cause wide-spread or severe damage, injury, or loss of life or property, resulting in the need to declare a local disaster emergency
- An incident is imminent (i.e. hazardous weather, elevated threat levels)
- The Incident Commander indicates the incident could expand rapidly, involve cascading effects, and/or require additional resources beyond mutual aid
- More than one jurisdiction is involved, a Unified Command or Area Command is established
- A similar incident led to EOC activation in the past
- In support of a city in Sedgwick County (at their request)
- In support of a large-scale, pre-planned event
- In support of an Amber Alert in Sedgwick County (requested by Exploited & Missing Children’s Unit)
- At the discretion of the individuals authorized to activate the EOC

Authority to Activate

The Sedgwick County EOC may be activated or deactivated by any of the following individuals:

- Incident Command/Unified Command
- The Emergency Management Duty Officer
- The Director of Emergency Management
- The Director of Public Safety
- The Deputy County Manager
- The County Manager
- The Chairman of the BOCC

Activation Levels

Sedgwick County Emergency Management is always monitoring events and conditions that could potentially grow or cascade into situations that may require departmental response or activation of the EOC. The Emergency Management Duty Officer is on call 24 hours a day at **316-660-7236**, or by calling 9-1-1 and asking them to contact the Emergency Management Duty Officer.

Normal Operations (Level Three)

Regular, day-to-day activities, as well as routine watch and warning activities conducted by EM staff when conditions indicate that an event or disaster may be imminent. A Level 3 Activation may take place in either a physical, or a virtual EOC.

Partial Activation (Level Two)

An incident or impending incident requiring the presence of emergency service personnel and others to be in close contact with each other to coordinate activities. Selected individuals/departments may be requested to respond at this level in lieu of a full activation.

Full Activation (Level One)

A full activation occurs when a major disaster requires coordination of the efforts of all emergency services and support agencies, including elected officials and top-level management. This level requires every organization with a desk in the EOC to send a representative with policy/decision-making authority.

EOC Structure

Sedgwick County Emergency Management uses the NIMS “Departmental EOC” structure, which incorporates the normal day-to-day departmental/agency alignment from Sedgwick County, the City of Wichita, and other key partners. The primary EOC’s physical location is on the first floor of the Public Safety Building, 714 N Main, Wichita, KS. Virtual technology (i.e. Zoom, Microsoft Teams, etc.) may be used at the discretion of those authorized to activate the EOC. If the primary EOC is not available for use, an alternate location will be announced by Sedgwick County Emergency Management.

Disaster Declaration

When an event overwhelms a local municipality or Sedgwick County beyond what local resources and mutual aid agreements can manage, a local disaster emergency is declared under provisions of K.S.A. 48-932 (a). **The authority for a local disaster declaration lies solely at the county level** with the Chairman of the BoCC, no matter which jurisdiction or municipal within the county is impacted. When an Incident Commander or Unified Command identifies local and mutual aid resources have been exhausted, they will contact the EM duty officer direct at 316-660-7236 or through 9-1-1 dispatch. The EM director or designee will contact the county manager and request a local declaration (verbally) from the BoCC Chairman to activate the Local Emergency Operations Plan. Upon verbal consent, EM will communicate the declaration to KDEM and forward the written declaration once the declaration is signed (usually at the next BoCC meeting). A request for a declaration from the Governor is done to release state assistance (technical support, personnel, and equipment). If pre-calculated damage thresholds to public property are met, a federal declaration may be requested by the Governor to qualify for Public Assistance. It is important to note that some programs include a cost-share. It is also important to understand that Public Assistance is not direct assistance to the public, rather assistance to restore public services (critical infrastructure).

EOC Open Practice

EM conducts EOC open practice days the 2nd Friday of each month at 10AM. This open practice is for all partner agencies to visit the EOC, log in to the workstation, and verify access to key programs as well as practice using the e-log. Alternate practice and training days are available upon request.

MINUTES

Aurora Park Gravel Roads Task Force

City Hall Community Room
7651 E Central Park Avenue
Bel Aire, KS
March 13, 2023 at 6:00 pm

CALL TO ORDER: Sean Matheny, Chairperson, called the meeting to order at 6:00 pm. Lisa Bellecci led an opening prayer.

ALSO PRESENT: Butch Amey, Lisa Bellecci, Chad Crittendon, Carolyn Gunzelman, Mark Schroeder, Connie White

ABSENT: Marty Couey, Logan Schrag, Judy Schroeder

INTRODUCTIONS: New member to task force: Gary Breault

APPROVAL OF MINUTES: From Feb 27th Meeting:

MOTION: Gary Breault made a motion to approve the minutes of the February 27, 2023, meeting. Butch Amey seconded. **Motion carried: 8 - 0**

SCHEDULE OF MEETINGS: Dates & Times

Chair Sean Matheny noted we have another meeting set for March 27th.

MOTION: Connie White made a motion to cancel March 27th and add April 10th at 6:00 pm. Seconded by Butch Amey. **Motion Carried: 8 - 0**

OLD BUSINESS:

A. Finalization of Survey Questions - tabled till a future meeting

B. Questions /Answers From The City (Chad Crittendon)

Chad shared the answers received from City Manager Ty Lasher. It stirred quite a bit of discussion, leading to the following motion in our search for more information:

Motion Carolyn Gunzelman made a motion to invite the PW director and the City Engineer to the Task Force meeting to present what the protocol is for maintenance of gravel roads. This would be at the meeting on April 10, 2023, 6:00 pm. Motion seconded by Gary Breault. **Motion carried: 8 - 0**

C. Update on the status of KDOT Local Program Opportunities (Lisa Bellecci)

Lisa talked with a person from WAMPO regarding the possibility of getting a grant submitted in the fall of this year. In a quick consult with City Manager Ty Lasher, Ty informed Lisa that the City is already approved for a particular project through WAMPO, and has another lined up. He did not think it likely to find residential street funding. Lisa has another idea to follow up on.

NEW BUSINESS: Chair Matheny requested any new business items, but there were none.

ADJOURNMENT: Carolyn Gunzelman made a motion to adjourn the meeting. Seconded by Chad Crittendon. **Motion carried: 8 - 0** Adjourned: 7:28 pm



Bel Aire Tree Board

**Meeting Minutes
CITY HALL – SENIOR CENTER
Monday February 27, 2023
6:00 P.M.**

I. **Call to Order:** By Chairperson Gary Northwall

II. **Roll Call:**

Sylvia McCombs	no	Gary Northwall	yes	
Hilde Yops	yes	Rebecca Armstrong	yes	Bruce Roepke yes
Jesse Miller	yes	Emily Ryder	yes	

III. **Guests: NONE**

IV. **Approval of Minutes from Previous Meeting:**

Action: Motion to approve the minutes of the October 24, 2022 Tree Board meeting.

Motion: Bruce Second: Emily Vote: All Aye to Accept

V. **Board Member Reports/Comments**

Sylvia: na {Not sure if Sylvia met

Hilde: nothing

Rebecca: ICT Trees in Wichita starting up again. Have been in contact and invited to events but have not gone to one yet. Also ICT TreeHuggers, similar group was started. They have a Facebook

presence. Some of the trees at NEM [Northeast Magnet] have died and need to be replaced.

Bruce: 60 Maple seeds to plant. Too late to plant tonight. Arranged to plant them sometime this month.

Jesse : Not sure if Sylvia met with Jackie about website. W*ill contact Sylvia to find out.

Emily: Working on Natural Resources degree. Clarified that Hours for mulching and volunteering, including family and friends can be added.

Gary: Tree City USA 2022 taking place in Derby this year. Hilde and Gary both were interested in going. Rebecca could only attend tour at John Pare. Gary will submit request to City for payment. New Parks Manager- Marty McGee has replaced Dave Liekert. Gary has only talked with him a few times. Shannon DeWeise is still the arborist. Gary has American Elm Survivor Tree in his back yard. Explained the Survivor Tree history and the annual Oklahoma City bombing memorial and Survivor Tree give away.

VI. Old Business: NONE

VII. New Business:

A: Summary of the Tree Board's accomplishments this past year. (Arbor Day/National Night Out/Fall Festival/Mulching in Central Park). Volunteer hours (Compiled by Gary)

B: Who wants to go to the Kansas Tree City USA tour at Bartlett Arboretum and the John C. Pair Horticultural Center on Wednesday March 22, 2023. Hilde and Gary to go. Rebecca may go on tour.

C: Who wants to go to the Kansas Tree City USA Meeting in Derby on Thursday March 23rd; Hilde and Gary want to go. Everyone else is working.

C: Preliminary preparation for Arbor Day 2023 observance.

At Northeast Magnet. Rebecca will get approval to plant 2 trees on Friday April 21 and ask when would be the best time for students to help.

D: Ideas on projects for this year (2023):

Mulching/mulch fluffing in any/all City Parks. Does not have to be done by the whole group. Hours by friends and family can also Count towards Tree City USA hours.

E: Next meeting date...March 27, 2023 at 6PM at City Hall.

VIII. Adjournment:

Action: Motion to adjourn.

Motion Rebecca Second Jesse Vote: All Aye

Meeting adjourned at: 7:30pm

**TREE BOARD VOLUNTEER HOUR LOG
NOVEMBER 2022 TO FEBRUARY 2023**

GARY	PREP FOR MEETING & MEETING	8 HRS
EMILY	meeting	1.5
HILDE	meeting	1.5
BRUCE	Maple seeds, meeting	2 hrs
JESSE	meeting	1.5
REBECCA	Meeting; watering and care of trees at NEM	13.5
Sylvia	Meetings and Trip to Extension Office and	3.0

	City Hall to Check Document Shelf	
Total:		31.0 hours

City of Bel Aire Utility Advisory Committee Minutes
Wednesday, March 8, 2023

1. Called to order at 3:05 pm
2. In attendance: Dan Broyles, Terry Ercolani, Antonio Kit, Bill Moss, Art Tenbrink.
3. Approval of agenda: Bill motion, Dan second. Approved.
4. Approval of February 8, 2023 meeting minutes: Dan motion, Bill second. Approved.
5. New business
 - a. Integra Technologies and Fabs.
 - i. Discussed what this means for Bel Aire--economy, environment, social concerns (housing, services, etc.)
 - ii. Regarding water usage and environmental concerns...
 1. Integra will use will more than double the water usage for the city of Bel Aire (anticipated 2-4 million gallons per day required)
 2. Reviewed a typical semiconductor factory water production process.
 3. Wastewater is generated by the semiconductor fabrication process, which includes toxins and heavy metals. Generally, these factories have their own wastewater treatment plants on-site.
 4. Cleaned water is output from the wastewater treatment process. Unsure what Integra will do with this cleaned water.
 5. Unsure how Integra will handle water rights. Bel Air uses CCUA and Wichita for source of water, and they ensure compliance and tracking of water rights.
 - b. 2023 Water Conservation Plan
 - i. Ann Stephens reviewing the plan before it goes to the City Council
 - ii. The plan is due to KDHE in April. Briefly discussed the KDHE point system for completing various tasks and projects related to health and environmental concerns (points are awarded for having a water conservation plan).

- c. Kechi tree limb and brush waste disposal
 - i. No information regarding if Kechi has been contacted to discuss the possibility of Bel Aire residents using the Kechi site.
- d. March and April "Did You Know?"
 - i. The column was not included in the March issue of Bel Aire Breeze (issues with space)
 - ii. The column for March is now submitted for the April edition
- e. Waste Connections Hutchinson Plant visit date of May 10
 - i. Limit is 8 people to attend; 7 have signed up
- 6. Roundtable discussion
 - a. Dan, Terry, Antonio: no report
 - b. From Art:
 - i. Art mentioned Sonoco Paper Mill closing. The company recycled cardboard and fiberboard and processed it into new paper products.
 - ii. Gary Janzen has been named the new director of Public Works and Utilities for Wichita. He replaces Alan King who retired.
 - iii. The Wichita Northwest Water Treatment Plant project is on-schedule for completion in early 2025. Also, sewer improvements are coming to the south Wichita facility.
 - iv. Regarding plastic grocery bags: 122 billion bags are placed in trash each year. By 2025, Dillons (Kroger) plans to eliminate plastic bags as being generally available to customers. Polls show 75% of Wichita is agreeable to this.
 - v. Carbon recovery plant in Texas. The plant recovers carbon from various sources. The carbon is then injected into the ground to assist with oil and gas production.
 - vi. Discussed curb replacement project in Janesville area. Trash service could not be completed for one week due to the paving process. The lack of coordination between the project, trash, and city personnel was

mentioned; the city noted that better communication will happen in the future.

7. Next meeting: UAC meeting April 12, 2023, 3-5 pm at City Hall Senior Center. Accepted by the UAC members present.
8. Old, continuing, future business:
 - a. April 29: shredding and electronic waste recycling. There is a fee for certain electronic items (such as TVs).
9. Adjournment of meeting: Bill motion, Antonio second. All approved. Meeting adjourned at approximately 4:30 pm.



MANAGERS REPORT

DATE: April 13, 2023
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: April 18, 2023 Agenda

Consent Agenda (Item VI)

In addition to the minutes of the April 4th Council meeting, the consent agenda contains an application for Cereal Malt Beverage (beer) sales for a new restaurant, Mirai Ramen & Sushi, located in the Bel Pointe Plaza shopping center on the northwest corner of Woodlawn and 37th Street North. The restaurant is also applying to the state for a liquor license and has submitted the zoning certificate included in your packet as part of that process. The applicant has provided all the appropriate documentation and passed all required background checks for the CMB license. Staff has no concerns from a health or safety perspective regarding either the CMB (beer) or liquor licenses. Staff recommends Council approve the CMB license and accept the certificate for filing.

AP Ordinance (Item VII)

This reporting period includes one payroll period. The City paid the second pavement and curbing repair payment \$380,164.14 to Kansas Paving in addition to a Skyview 2nd Paving payment. Insituform received a second payment of \$37,024.30 for sewer lining. Annual liability insurance to EMC totaled \$178,475 for the 2023-2024 premium.

K-254 Corridor Development Plan (Item A)

The K-254 Corridor Association requested KDOT complete a Corridor Management Plan for the K-254 Corridor from the North Junction to El Dorado. KDOT requested a local match to fund the project. Each city and county along the corridor pledged a certain amount based on miles of roadway. At the September 7, 2021 City Council meeting, the Governing Body approved Bel Aire contributing \$11,100 towards the plan. KDOT accepted the request from the Association and has hired Garver Engineering to complete the plan. KDOT is now requesting the funds and action on the agenda approves the payment.

Vac Truck (Item B)

The 2023 budget contains \$280,000 for a vac & jetter truck to replace an old trailer unit. As with most equipment, costs have skyrocketed, and supply is limited. A new truck is now in the neighborhood of \$400,000 - \$500,000. Due to the increased cost, used trucks are now in demand. When a dealer obtains a good used jetter, they are typically sold in a couple of days. Staff understands the preference to get bids and bring such a purchase to the Governing Body. However, a truck may come on the market after a council meeting requiring a two-week waiting period in the worst case. A special meeting could be called but a minimum of 24 hours notice is suggested. A good truck could be under contract within a day. This actually happened earlier this month. Public Works found a good vac truck and was in the process of looking for comparables and writing the staff report for the first meeting in April. The truck was sold in two days. Public Works has identified the specifications needed and know what they are looking for in a used truck. Staff is requesting special authority to negotiate and purchase a used vac & jetter truck when one comes on the market, meets the required specifications and is in good condition. The action on the agenda allows the Public Works Director and City Manager to identify the right piece of equipment, negotiate a purchase price under \$280,000 and acquire the truck in an expeditious manner so as not to miss out on a good, used jetter.

Change Order For Storm Sewer Adjustments, Woodlawn (Item C)

During the installation of the Line 4 storm sewer pipe on the north side of Crestmark, Dondlinger discovered a conflict with the City's 18" water line pipe and an 8" water line pipe. After reviewing the situation, MKEC was able to adjust the storm sewer design to avoid the waterlines. This solution is less expensive than the cost for lowering both the water lines and will take less time to implement. The cost for this change order is \$31,734.15. The additional cost associated with this Change Order will be included in the bonds and paid from the general fund. This Change Order will increase the total annual debt service payment by \$2,550. Staff recommends Council approve Proposed Change Order 13 in the amount of \$31,734.15 for the Line 4 Storm Sewer Changes.

Executive Session

The Mayor and I would like two executive sessions, one for contract negotiations and one for personnel matters.

Discussion & Future Issues

This year the first Tuesday in July falls on the 4th which is a holiday. Moving the first Council meeting may require shifting or canceling other meetings. What is Council's preference?