



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
March 19, 2024 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: Terry Hedrick

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. DETERMINE AGENDA ADDITIONS

VI. CONSENT AGENDA

A. **Approval of Minutes of the March 5, 2024 City Council meeting.**

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. 24-05 in the amount of \$471,383.25.**

Action: Motion to (approve / deny / table) Appropriations Ordinance No. 24-05.

Motion _____ Second _____ Vote _____

VIII. CITY REQUESTED APPEARANCES

A. Special Presentation to Ty Lasher

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 a Letter of Intent to Issue IRB's and Provide Other Incentives for Construction of a Warehouse, Distribution, Office, and Retail Facility (Walton's 53rd Holdings, LLC).

Action: Motion to (approve / deny / table) a Letter of Intent to Issue IRB's and Provide Other Incentives for Construction of a Warehouse, Distribution, Office, and Retail Facility (Walton's 53rd Holdings, LLC) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration of a Notice of Hearing regarding Issuance of IRB's and Other Incentives for Construction of a Warehouse, Distribution, Office, and Retail Facility (Walton's 53rd Holdings, LLC).

Action: Motion to (approve / deny / table) a Notice of Hearing regarding Issuance of IRB's and Other Incentives for Construction of a Warehouse, Distribution, Office, and Retail Facility (Walton's 53rd Holdings, LLC) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

C. Consideration of a Contracting Agreement of Additional Work / Change Order from Mid-West Plastering, LLC in the amount of \$19,740.00 for repairs to Central Park Community Pool.

Action: Motion to (accept / deny / table) the Contracting Agreement of Additional Work / Change Order in the amount of \$19,740.00 from Mid-West Plastering, LLC for repairs to Central Park Community Pool and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

D. Consideration of the proposal from PEC in the amount of \$19,000 for additional geotechnical investigation and monitoring wells for the Woodlawn Project.

Action: Motion to (approve / deny / table) the quote from PEC in the amount of \$19,000.00 for additional geotechnical investigation and monitoring wells for the Woodlawn Project and authorize the Mayor to sign all related documents.

Motion _____ Second _____ Vote _____

E. Consideration of the Supplemental Agreement with Garver for Construction Staking and Construction Support Services for the 53rd Street, Oliver to Woodlawn project in the amount Not to Exceed \$70,100.

Action: Motion to (accept / deny / table) the Supplemental Agreement with Garver for the Construction Staking and Construction Support Services for 53rd Street from Oliver to Woodlawn in the amount Not to Exceed \$70,100 and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

F. Consideration of an Agreement for Construction Inspection with TranSystems for 53rd Street Reconstruction.

Action: Motion to (approve / deny / table) the agreement Agreement for Construction Inspection with TranSystems (as presented / as amended) for 53rd Street Reconstruction and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

G. Consideration of A First Amendment to Employment Agreement of City Attorney.

Action: Motion to (approve / deny / table) First Amendment to Employment Agreement of City Attorney, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XII. EXECUTIVE SESSION

- A.** **Action:** Motion to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, Assistant City Manager, City Attorney, City Engineer and Neil Gosch. 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.** **Action:** Motion to recess into executive session to discuss information related to the city's financial interest pursuant to K.S.A. 75-4319(b)(4) to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships. Invite the City Manager, Assistant City Manager, City Attorney, and City Engineer. 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 _____

XIII. DISCUSSION AND FUTURE ISSUES

XIV. ADJOURNMENT

Action: Motion to adjourn.

Motion _____ Second _____ Vote _____

Additional Attachments:

- A. Finance Report - February 2024
- B. Recreation Activities Report - February 2024
- C. Manager's Report - March 19, 2024

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 at www.belaireks.gov and on YouTube. 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
 March 05, 2024 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 Councilmembers Greg Davied, Tyler Dehn, Emily Hamburg and John Welch. Councilmember Justin Smith was absent. Also present were City Manager Ty Lasher, Assistant City Manager Ted Henry, City Attorney Maria Schrock, City Engineer Anne Stephens, Director of Public Works Marty McGee, City Clerk Melissa Krehbiel, Ken Lee, P.E. of Garver, and Bond Counsel Kevin Cowan of Gilmore and Bell, P.A.

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. American Red Cross Month - March 2024

B. Severe Weather Preparedness Week, March 4-8, 2024

Councilmember Davied read the proclamation for American Red Cross Month, and Mayor Benage read the proclamation for Severe Weather Preparedness. Mayor Benage then signed the proclamations.

VI. DETERMINE AGENDA ADDITIONS: There were no additions.

VII. CONSENT AGENDA

A. Approval of Minutes of the February 20, 2024 City Council meeting.

B. Approval of a Resolution designating signatories for the City's account with the Kansas Municipal Investment Pool.

C. Approval of a Resolution designating signatories for the City's checking account.

MOTION: Councilmember Davied moved to approve the Consent Agenda as listed and authorize the Mayor to sign. Councilmember Welch seconded the motion. ***Motion carried 4-0.***

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance No. 24-04 in the amount of \$454,118.20.

MOTION: Councilmember Dehn moved to approve Appropriations Ordinance No. 24-04. Councilmember Davied seconded the motion. ***Motion carried 4-0.***

IX. CITY REQUESTED APPEARANCES: None

X. CITIZEN CONCERNS

Gary Jantz, 6200 E 45th St N, spoke about his concerns regarding the Council's choice to plan a roundabout on 45th Street.

XI. REPORTS

A. Council Member Reports

Councilmember Hamburg briefly reported on the latest meeting of the Chisholm Creek Utility Association (CCUA), the end of the indoor basketball and indoor soccer seasons, and the recent Sunrise Christian Academy play. She noted that the Council should think about having serious discussions soon about space concerns at the Rec Center.

Councilmember Davied briefly reported on the latest meeting of CCUA.

Councilmember Dehn reported on upcoming meetings: Bel Aire Chamber of Commerce meets tomorrow at City Hall, tomorrow is Transportation Day at the state capitol, and the K-254 Corridor Development Association will meet on Friday in Benton.

B. Mayor's Report

Mayor Benage briefly reviewed recent meetings of CCUA, the Regional Economic Area Partnership (REAP), and staff of the Wichita Area Metropolitan Planning Association (WAMPO). Later this week, the Sedgwick County Association of Cities (SCAC) will meet in Sedgwick. On March 21st, Sunrise Christian Academy will host a blood drive. Also on March 21st, a severe weather safety program will be presented at City Hall by the Bel Aire Police Department and Sedgwick County Emergency Management.

C. City Attorney Report

City Attorney Maria Schrock gave a brief report on recent staff training regarding the new sewer use ordinance.

D. City Manager Report

City Manager Ty Lasher reported on upcoming events on the following dates:

- March 21st – Severe Weather Preparedness Program at City Hall
- March 23rd - Spring Fest at Bel Aire Recreation Center
- April 27th - Shred and E-recycle day at City Hall
- May 2nd -4th city wide garage sale
- May 18th city wide cleanup

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS**A. Consideration of an Agreement with Katherine Jacobs for the 53rd Street Reconstruction Project.**

MOTION: Councilmember Dehn moved to approve the Agreement with Katherine Jacobs for the 53rd Street Reconstruction Project and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 4-0.*

B. Consideration of acquiring a Permanent Road Right-of-Way for the 53rd Street Reconstruction Project.

MOTION: Councilmember Hamburg moved to approve the acquisition of a Permanent Road Right-of-Way from Katherine Jacobs for the 53rd Street Reconstruction Project and authorize the Mayor to sign. Councilmember Dehn seconded the motion. *Motion carried 4-0.*

C. Consideration of acquiring a Temporary Construction Easement for the 53rd Street Reconstruction Project.

MOTION: Councilmember Davied moved to approve the acquisition of a Temporary Construction Easement from Katherine Jacobs for the 53rd Street Reconstruction Project and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 4-0.*

D. Consideration of A Resolution Amending And Supplementing Resolution No. 21-40 Of The City Of Bel Aire, Kansas, Which Authorized Certain Improvements To 53rd Street In The City And The Issuance Of General Obligation Bonds Of The City To Pay Costs Of Such Improvements.

MOTION: Councilmember Dehn moved to adopt A Resolution Amending And Supplementing Resolution No. 21-40 Of The City Of Bel Aire, Kansas, Which Authorized Certain Improvements To 53rd Street In The City And The Issuance Of General Obligation Bonds Of The City To Pay Costs Of Such Improvements and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 4-0.*

**E. Consideration of accepting a bid for 53rd Street Reconstruction, Oliver to Woodlawn.
Four bids were received:**

| | <u>Eng. Est.</u> | <u>APAC</u> | <u>KS Paving</u> | <u>Pearson</u> | <u>Prado</u> |
|-------------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------------|
| Base Bid | \$1,906,687.00 | \$1,767,210.75 | \$1,541,211.00 | \$1,554,703.10 | No Bid |
| Add.Alt.1 | \$332,028.00 | \$202,906.00 | \$216,740.50 | \$202,906.00 | \$774,732.00 |
| Base +Alt.1 | \$2,238,715.00 | \$1,970,116.75 | \$1,757,951.50 | \$1,757,609.10 | \$1,999,822.90 |
| Add.Alt. 2 | \$290,205.00 | \$197,679.01 | \$213,269.70 | \$178,422.00 | No Bid |
| Base+Alt.2 | \$2,196,892.00 | \$1,964,889.76 | \$1,754,480.70 | \$1,733,125.10 | \$1,999,822.90 |
| Base+1&2 | \$2,528,920.00 | \$2,167,795.76 | \$1,971,221.20 | \$1,936,031.10 | \$1,999,822.90 |

| <u>Completion Dates</u> | <u>Eng. Est.</u> | <u>APAC</u> | <u>KS Paving</u> | <u>Pearson</u> | <u>Prado</u> |
|-------------------------|------------------|-------------|------------------|----------------|--------------|
| Asphalt Substantial | Oct. 1 | Aug. 15 | Oct. 1 | Oct. 1 | No Bid |
| Asphalt Final | Oct. 31 | Sept. 14 | Oct. 1 | Oct. 25 | No Bid |
| Concrete Substantial | Oct. 1 | Sept. 15 | Oct. 1 | Nov. 29 | Oct. 1 |
| Concrete Final | Oct. 31 | Oct. 1 | Nov. 15 | Dec. 20 | Oct. 20 |

MOTION: Councilmember Dehn moved to accept the bid from Kansas Paving for the base bid in the amount of \$1,541,211.00 for 53rd Street Reconstruction, Oliver to Woodlawn and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. **Motion carried 3-1**, with Councilmember Welch voting against the motion.

F. Consideration of proposals for Construction Inspection and Administration services for 53rd Street from Oliver to Woodlawn.

| <u>Company</u> | <u>Inspection</u> | <u>Compliance Testing</u> | <u>Total</u> |
|----------------|-----------------------|---------------------------|----------------------|
| PEC | \$241,465.00 | \$27,531.40 | \$268,996.40 |
| TranSystems | \$215,000 - \$285,000 | Included* | \$215,000- \$285,000 |
| WSP | \$277,176.32 | \$27,063.50 | \$277,176.3 |

**additional nominal fee for moisture/density analysis*

MOTION: Councilmember Dehn moved to accept the Agreement for Construction Inspection and Administration Services with TranSystems for the Construction Inspection and Administration for 53rd Street from Oliver to Woodlawn in the amount not to exceed \$215,000 and authorize the Mayor to sign. Councilmember Davied seconded the motion. **Motion carried 3-1**, with Councilmember Welch voting against the motion.

G. Consideration of accepting a bid for Hillcrest Water Main Replacement. Four bids were received:

| <u>Contractors</u> | <u>Bid</u> |
|--------------------|--------------|
| UMC | \$287,973.00 |
| Dondlinger | \$408,600.00 |
| Mies | \$377,060.00 |
| Nowak | \$359,963.00 |
| McCullough | No Bid |

MOTION: Councilmember Welch moved to accept the bid from UMC in the amount of \$287,973.00 for Hillcrest Water Main Replacement and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 4-0.***

H. Consideration of accepting a bid for street repairs on Webb Road north of 53rd Street, Oliver between 47th and 48th Street, and 39th and Edgemoor. Three bids were received:

| <u>Contractor</u> | <u>Bid amount</u> |
|----------------------|-------------------|
| Pearson Construction | \$57,005.00 |
| Kansas Paving | \$49,840.00 |
| APAC Construction | \$60,875.00 |

MOTION: Councilmember Hamburg moved to accept the bid from Kansas Paving in the amount of \$49,840.00 for street repairs on Webb Road north of 53rd Street, Oliver between 47th and 48th Street, and 39th and Edgemoor and authorize the Mayor to sign. Councilmember Dehn seconded the motion. ***Motion carried 4-0.***

I. Consideration of a Kansas Local Bridge Improvement Program Bridge Reconstruction/Rehabilitation Agreement.

MOTION: Councilmember Welch moved to approve the Kansas Local Bridge Improvement Program Bridge Reconstruction/Rehabilitation Agreement by and between the Kansas Department of Transportation and the City of Bel Aire and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 4-0.***

J. Consideration of the proposal from Mayer Specialty Services in the amount of \$12,500 for a thorough cleaning and video inspection of the storm sewer box culvert and pipe that run underneath the northbound lane of Woodlawn from Quail Ridge to 45th.

MOTION: Councilmember Dehn moved to approve the quote from Mayer Specialty Services in the amount of \$12,500.00 for a thorough cleaning and video inspection of the storm sewer box culvert and pipe that run underneath the northbound lane of Woodlawn from Quail Ridge to 45th and authorize the Mayor to sign all related

documents. Councilmember Davied seconded the motion. ***Motion carried 3-1*** with Councilmember Welch voting against the motion.

K. Consideration of an Interlocal Service Agreement For Exchange Of Services Between The City Of Bel Aire, Kansas And The City Of Kechi, Kansas, and a related waiver from Triplet Wolf Garretson, LLC.

MOTION: Councilmember Welch moved to approve an Interlocal Service Agreement For Exchange Of Services Between The City Of Bel Aire, Kansas And The City Of Kechi, Kansas and approve the Conflict Waiver from Triplet Wolf Garretson, LLC and authorize the Mayor to sign. Councilmember Dehn seconded the motion. ***Motion carried 4-0.***

XIII. EXECUTIVE SESSION

MOTION: Councilmember Welch moved to take a 7-minute recess. Councilmember Hamburg seconded the motion. ***Motion carried 4-0.***

The Council then held a brief recess. At 8:41 pm, Mayor Benage called the meeting back to order in open session.

- A. MOTION:** Councilmember Davied moved to go into executive session for the sole purpose of discussing the subject of: attorney-client consultation regarding contractual obligations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. Invite the City Manager, Assistant City Manager, City Attorney, City Engineer and Neil Gosch. The meeting will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 8:57 p.m. Councilmember Dehn seconded the motion. ***Motion carried 4-0.***

The Council then recessed into executive session. At 9:00 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

- B. MOTION:** Councilmember Hamburg moved to recess into Executive Session to discuss contract negotiations pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship. The Executive Session will include the City Manager, Assistant City Manager, and Attorneys for the City. The Executive Session will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 9:16 p.m. Councilmember Welch seconded the motion. ***Motion carried 4-0.***

The Council then recessed into executive session. At 9:19 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

- C. MOTION:** Councilmember Dehn moved to recess into Executive Session to discuss personnel performance pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. The Executive Session will include the City Attorney. The Executive Session will be for a period of 15 minutes, and the open meeting will resume in

City Council Chambers at 9:35 p.m. Councilmember Hamburg seconded the motion.
Motion carried 4-0.

The Council then recessed into executive session. At 9:35 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

- D. MOTION:** Councilmember Welch moved to recess into Executive Session to discuss personnel performance pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters of non-elected personnel. The Executive Session will include the Assistant City Manager. The Executive Session will be for a period of 15 minutes, and the open meeting will resume in City Council Chambers at 9:52 p.m. Councilmember Davied seconded the motion. ***Motion carried 4-0.***

The Council then recessed into executive session. At 9:58 p.m. Mayor Benage called the meeting back to order in open session and stated that no binding action had been taken.

XIV. DISCUSSION AND FUTURE ISSUES: Workshop March 12th at 6:30 p.m.?

The Council briefly discussed the agenda for the workshop to be held at 6:30 p.m. on March 12th.

XV. ADJOURNMENT

MOTION: Councilmember Dehn moved to adjourn. Councilmember Davied seconded the motion. ***Motion carried 4-0.***

| CITY OF BEL AIRE | | |
|--|--|--------------|
| AP ORD 24-05 | | |
| Vendor and Payroll Checks 02/24-03/11/2024 | | |
| AMAZON | OFFICE SUPPLIES/EQUIPMENT | \$ 2,032.09 |
| AT&T - U-VERSE | INTERNET BACKUP | \$ 150.00 |
| BLUE CROSS AND BLUE SHIEL | 03/24 ID:0421210 | \$ 56,060.85 |
| BRAINARD, NATHAN W | YOUTH SPORTS OFFICIAL | \$ 150.00 |
| BURNS & MCDONNELL ENGINE | PROJECT MGT;SEWER FRAMEWORK | \$ 6,135.50 |
| CALVIN OPP CONCRETE INC | REPLACE CURB/GUTTER EAGLE LAKE, CENTRAL PARK | \$ 7,800.00 |
| CARROT-TOP INDUSTRIES, IN | COBA REVERSE FLAGS X9 | \$ 1,451.41 |
| CINTAS CORPORATION | PD MATS; PW UNIFORMS/SHOP TOWELS | \$ 2,164.11 |
| CITY ATTORNEYS ASSN OF KS | 2024 DUES:MARIA SCHROCK | \$ 35.00 |
| CMW | POOL HVAC REPAIR | \$ 1,252.84 |
| CONRADY, SLOANE | YOUTH SPORTS OFFICIAL | \$ 156.00 |
| COOPER LAW OFFICES LLC | CRT APPOINTED ATTY SVC 23-353 | \$ 200.00 |
| CRAFCO | MASTIC ONE MELTABLE 4200LB | \$ 2,856.00 |
| CREATIVE AWARDS & SCREEN | ENGRAVED AWARD-GARY NORTHWALL | \$ 76.50 |
| CULLIGAN OF WICHITA | WATER SERVICE | \$ 43.75 |
| CYPRESS FACILITY SERVICES | STRIP/WAX TILE COMM ROOM | \$ 450.00 |
| DELL COMPUTERS | COMPUTER MONITORS | \$ 878.00 |
| DETECTION INSTRUMENTS | GIS SYSTEM | \$ 2,125.93 |
| DIGITAL OFFICE SYSTEMS | PD:KONICA C300i COPIER OVERAGE | \$ 45.85 |
| DITCH WITCH | DITCH WITCH REPAIR | \$ 1,559.70 |
| ECITY TRANSACTIONS, LLC | 02/24 ONLINE PYT SERVICE | \$ 450.00 |
| EMPOWER RETIREMENT 457 | EMP VLNTRY 457 | \$ 562.00 |
| ENGLERT, DAVID J | YOUTH SPORTS OFFICIAL | \$ 88.00 |
| EVANS, TANISHA | WITNESS FEE | \$ 10.00 |
| EVERGY | ELEC SVC:CITY BLDGS | \$ 4,947.27 |
| FICA/FEDERAL W/H | FED/FICA TAX | \$ 25,328.79 |
| FIRESTONE | OIL CHANGE/REPAIR #32 | \$ 197.96 |
| GADES SALES CO. INC | CROSSWALK SUPPLIES | \$ 4,600.00 |
| GALAXIE BUSINESS EQUIPMEN | PW FURNITURE | \$ 14,054.56 |
| GALLS, LLC | PD UNIFORMS/SUPPLIES | \$ 820.46 |
| GARVER | 45TH/OLIVER, BRISTOL HOLLOWS PH2, ARTHUR HEIGHTS | \$ 62,824.85 |
| GRAINGER | COMMUNITY ROOM TABLES | \$ 901.69 |
| HAWKS INTER-STATE PESTMAS | 02/24:PEST CONTROL:REC | \$ 174.52 |
| HESS, MARTY | YOGA INSTRUCTOR | \$ 120.00 |
| IDEATEK TELECOM | 02/24 HOSTED PHONE SERV | \$ 817.53 |
| IMA, INC. | HEALTH BENEFITS ADMIN MAR #06 | \$ 833.00 |
| IMAGINE IT, INC | INCREASED SECURITY-MFA PROJECT; COMPUTER SUPPORT/LICENSES | \$ 31,138.15 |
| INFOSEND | FEB UTILITY BILL, LATE NOTICES, INSERT | \$ 2,021.97 |

| | | |
|---------------------------|-------------------------------------|--------------|
| INTERSTATE ALL BATTERY | SPARE BATTERY FOR PARKS EQUIP | \$ 134.40 |
| KANSAS GOLF AND TURF-WICH | CUSHMAN & MOW EQUIP REPAIR/SUPPLIES | \$ 2,642.88 |
| KANSAS MAYORS ASSOCIATION | 2024 DUES: JIM BENAGE | \$ 50.00 |
| KANSAS PAVING | CEDAR PASSING PAVING | \$ 29,678.83 |
| KANSAS READY MIX LLC | CONCRETE PADS FOR ALLEY PARK | \$ 287.00 |
| KEY EQUIPMENT | WARTHOG PACKAGE-SEWER PUMP | \$ 2,177.68 |
| KINETIC ENERGY SERVICES | HYDROVAC | \$ 2,140.00 |
| KONDA, KAMERON | YOUTH SPORTS OFFICIAL | \$ 180.00 |
| KS DEPT REV:WITHHOLDING T | STATE TAX | \$ 4,447.07 |
| KS DEPT REVENUE:SALES TAX | 01/24 SALES TAX | \$ 974.99 |
| KS DEPT TRANSPORTATION | RAIL SPUR LOAN PYMNT #102 | \$ 3,877.06 |
| KS PUBLIC EMPL RETIRE SYS | KP&F; KPERS | \$ 22,366.97 |
| KS TREASURER - COURT FEES | COURT FEES | \$ 1,853.67 |
| LAUTZ LAW LLC | CRT APPTD DEFENSE ATTY | \$ 100.00 |
| LAVEIST, TIFFANY | REC RENTAL DEPOSIT REFUND | \$ 100.00 |
| LEAGUE OF KS MUNICIPALITI | LABOR LAW POSTERS X3 | \$ 70.00 |
| LEASE FINANCE PARTNERS | 36822QT:02/24:PD COPIER | \$ 141.38 |
| LEE REED ENGRAVING, INC | ENGRAVING PLAQUES-PUBLIC SERVI | \$ 129.50 |
| LINSTAR INC | ID CARDS:PD | \$ 43.47 |
| MIDWEST GARAGE LLC | GRAPHICS #40 & #41 | \$ 520.00 |
| MIDWEST TRUCK EQUIPMENT | 2023 DUMP TRUCK NEW MOTOR | \$ 2,126.92 |
| MUNICIPAL SUPPLY INC | 12 RESETTERS | \$ 1,731.00 |
| NATIONAL SCREENING BUREAU | NEW HIRE BCKGRND CHCK NATASHA | \$ 103.70 |
| NCSI | COACH BACKGROUND CHECKS | \$ 192.50 |
| PACE ANALYTICAL SERVICES | SW:SUSPENDED SOLIDS TESTING | \$ 339.20 |
| PAYLOCITY | FSA EMPLOYEE EXPENSE | \$ 2,808.80 |
| PEC | COMP LAND USE PLAN | \$ 5,475.00 |
| PITNEY BOWES | POSTAGE REFILL | \$ 500.00 |
| PUBLIC WORKS & UTILITIES | 399,750 GAL:01/24-02/05/24 | \$ 2,488.13 |
| PYE-BARKER FIRE & SAFETY | REC:FIRE EXT INSP/CERT ANNUAL | \$ 300.00 |
| QUILL CORP | OFFICE SUPPLIES/EQUIPMENT | \$ 1,863.40 |
| RANSOM, ISAIAH | WITNESS FEE | \$ 10.00 |
| ROTO ROOTER | PLUMBING/EXCAVATOR | \$ 825.00 |
| RURAL WATER DISTRICT NO 1 | 2023 SVC AREA AGMNT | \$ 20,000.00 |
| SEDG CO DEPT FINANCE | 2023 GRANT MATCH-PD EQUIP UPGRADE | \$ 2,035.42 |
| SEH INC | SUNFLOWER COMM PK 3RD CONS SVC | \$ 21,043.24 |
| SIMPLE CLEAN | 03/24 JANITORIAL SVC:CH | \$ 2,824.60 |
| SKEENS CONSULTING | ACQUISITION SVC 4 TRACTS | \$ 3,600.00 |
| SOERGEL, WYNN | YOUTH SPORTS OFFICIAL | \$ 130.00 |
| SPECTRUM PROMOTIONAL PROD | REC SPORTS SHIRTS/UNIFORMS | \$ 1,328.09 |
| SUMNERONE | COPIER TONER | \$ 276.00 |
| SURENCY | 03/24 VISION INSURANCE | \$ 475.91 |
| THE RADAR SHOP | RECERTIFY RADARS/TUNING FORKS | \$ 130.00 |
| TRIPLETT, WOOLF&GARRETSON | CCUA DISPUTE | \$ 2,860.00 |

| | | |
|---------------------------|--------------------------------|----------------------|
| UNDERGROUND VAULTS & STOR | DOCUMENT SHREDDING | \$ 17.00 |
| UNION PACIFIC RAILROAD CO | ROADWAY CROSSING-MAINTENANCE | \$ 1,208.00 |
| UNIVERSITY OF KANSAS | PD TRAINING:LOPEZ | \$ 100.00 |
| UTILITY MAINTENANCE CONTR | WATER SVC INSTALLS x4 | \$ 4,600.00 |
| VERIZON WIRELESS:CELL PHS | COMMUNINCATIONS; EQUIPMENT | \$ 3,803.98 |
| VISION ALLIANCE MARKETING | 02/24 COURT SERVICES OFFICER | \$ 400.00 |
| WADE, TERESA | TAEKWONDO INSTRUCTOR | \$ 180.00 |
| WAV SERVICES INC | HDMI WALL PLATE, CABLE INSTALL | \$ 102.00 |
| WILLIAMS JANITORIAL SUPPL | JANITORIAL SUPPLIES | \$ 126.36 |
| WILLIAMS, JOY:ATTY AT LAW | PROSECUTOR SVC | \$ 702.00 |
| WSU-CONTINUING ED | KSGFOA-BARRY | \$ 75.00 |
| | | |
| PAYROLL CHECKS | PAYROLL CHECKS ON 02/28/2024 | \$ 78,336.28 |
| | CLAIMS TOTAL | \$ 471,383.25 |

[Handwritten signature]
3-12-2024

City of Bel Aire, Kansas

STAFF REPORT

DATE: March 12, 2024

TO: Ty Lasher, City Manager

FROM: Ted Henry, Assistant City Manager / Director of Finance

SUB: Walton's Inc.



The City of Bel Aire was contacted by Walton's Inc., indicating their interest in expanding operations by constructing a new facility within our Sunflower Commerce Park. With a current workforce of 60 employees, Walton's Inc. is a leading provider of supplies and equipment to both commercial and home-based meat processors across North America.

Having experienced 22 years of consecutive growth, Walton's Inc. has outgrown its existing 60,000 square foot facility in Wichita. As part of their expansion plans, they intend to build a new 100,000 square foot facility, with an additional 50,000 square feet earmarked for future growth.

The proposed investment from Walton's Inc. into our community stands at \$12,000,000 for the construction of this new facility. Walton's has submitted an Industrial Revenue Bond (IRB) application to secure property tax abatement and sales tax exemptions, thereby reducing the financial burden associated with their expansion endeavors. Walton's and City Staff have agreed to the recommended abatement scale outlined in our IRB Policy, which spans over a period of 10 years, gradually reducing the abatement percentage annually.

Additionally, Walton's Inc. has agreed to the 1% origination fee as stipulated by our IRB Policy, with a request to spread this fee over a 5-year period, a request deemed reasonable by our staff, which has been included in the Letter of Intent (LOI) for your consideration.

As part of the IRB process, a cost-benefit analysis has been conducted to assess the potential impact of Walton's Inc.'s expansion. The study, conducted by the Wichita State University Center for Economic Development and Business Research, indicates a favorable 1.74 cost-benefit ratio. A ratio exceeding 1.00 signifies that public benefits outweigh public costs during the evaluated period. Furthermore, Walton's Inc. anticipates hiring 10 new employees within the first five years following the expansion.

Given the positive findings and the potential benefits to our community, our staff recommends setting a public hearing at the April 2, 2024, City Council Meeting to further discuss and consider Walton's Inc.'s proposal.



March 5, 2024

Brett Walton, Manager
Waltons 53rd Holdings LLC
3639 N Comotara St
Wichita, KS 67226

Re: Letter of Intent to Issue IRB's and Provide Other Incentives for Construction of a Warehouse, Distribution, Office, and Retail Facility.

Dear Mr. Walton:

Subject to formal IRB document approval by the City Council of Bel Aire, this Letter of Intent with Waltons 53rd Holdings LLC (hereinafter Waltons Holdings) is submitted in order to set forth the agreement of the parties concerning the principal elements of Waltons Holdings commitment to the City of Bel Aire and the City's intent to provide the incentives outlined herein, including the issuance of Industrial Revenue Bonds pursuant to K.S.A. 12-1740 et seq., to purchase land, to purchase equipment and to construct a warehouse, distribution, office and retail building totaling 100,000 square feet on Lot 8, Block C in the Sunflower Commerce Park Addition.

Waltons Holdings is the exchange accommodation titleholder in a Qualified Exchange Accommodation Arrangement. Walton's Inc. will occupy the new facility.

This letter of intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined herein and does not constitute a binding obligation of the parties, until such actions have been taken and all documents contemplated herein are executed. Absent subsequent rescission or extension by action of the governing body, this letter of intent to issue bonds and provide other incentives will remain in effect for six months, unless extended by the parties. This letter of intent is void if not signed and accepted within 30 days from the date of signing. This LOI shall expire On December 31, 2024, if no IRB is issued in 2024.

I. Description of Walton's Inc.

Walton's Inc. provides supplies and equipment to commercial and home meat processors across North America. Walton's offers same-day shipment of over 5,000 different items for meat processors. It also has a retail store for local customers. After 22

years of consecutive growth, Walton’s has outgrown its 60,000 sq ft in Wichita. The 100,000 sq ft building it proposes to build, plus the space for an additional 50,000 sq ft, allows for many years of growth.

II. Industrial Revenue Bonds

At the option of Waltons Holdings, the City intends to authorize the issuance of taxable Industrial Revenue Bonds (“bonds” or “IRB’s”) to finance the cost of acquiring land, equipping and constructing a building totaling 100,000 square feet for warehouse, distribution, office and retail in Bel Aire for an aggregate total not to exceed \$12,000,000.00.

The Industrial Revenue Bonds will be privately placed by Waltons Holdings, its investors and its lenders.

III. Other Incentives:

The City will assess a 1% origination fee due at closing, total shall not exceed \$100,000.00. This fee shall be paid in equal installments over a 5-year period beginning in 2024.

The City Council hereby conditionally approves a 100% ad valorem property tax exemption on the bond-financed property for a 10-year term ad valorem property tax exemption, all subject to the tenant’s ongoing compliance with the Industrial Revenue Bond Policy as well as conditions included in this LOI. Under state law, no exemption may be granted from the ad valorem property tax levied by a school district for the capital outlay fund pursuant to the provisions of K.S.A. 72-8801, which levy may not exceed 8 mills.

Based on the assessed valuation of the current property tax which is payable for that year.

The City Council hereby conditionally approves a sales tax exemption in connection with the purchase of materials and equipment used in construction and equipping of the project based on IRB statutes of the State of Kansas.

The following Payment in Lieu of Taxes (PILOT) shall be required:

| | |
|--------|-----|
| Year 1 | 0% |
| Year 2 | 10% |
| Year 3 | 20% |
| Year 4 | 30% |
| Year 5 | 40% |
| Year 6 | 50% |
| Year 7 | 60% |
| Year 8 | 70% |

| | |
|---------|-----|
| Year 9 | 80% |
| Year 10 | 90% |

IV. Other Conditions:

Closing of the IRB and issuance is subject to negotiation of the IRB bond documents, compliance with state law and City ordinances and policies for the issuance of the IRB bonds, and receipt of commitments for the purchase of IRB bonds from lenders / equity holders.

- a) Negotiation of a lease agreement.
- b) Preparation of appropriate bond ordinance.
- c) Execution of guarantees for payment of bonds to the extent required by the owner of the bonds.
- d) The applicant will identify all owners of Waltons Holdings and their portion of equity as well as officers. The applicant will notify the City of any changes in ownership or officers as long as the bonds are outstanding.
- e) Provide the City with a copy of the current financial statements, business plan and financial projections for the occupant of the building, Walton's Inc .
- f) Agreement to pay all costs incurred by the City for processing the application and issuance of the bonds.
- g) Agreement to pay the City an administrative fee of \$2,500.00 per year for the time period in which the bonds are outstanding.
- h) An agreement that prior to the issuance of the bonds, the prospective tenant will obtain a suitable commitment for a policy of title insuring the title of any real property conveyed to the City in connection with the financing.
- i) This agreement only covers the proposed building totaling 100,000 square feet.
- j) Waltons Holdings will cooperate with any annual compliance procedures the City may require in compliance with the Lease Agreements and IRB's including any annual reports required of the applicant as well as any inspections of the applicant's premises or interviews with the applicant's staff.
- k) The City may revoke any ad valorem property tax abatement or impose a payment in lieu of taxes in the amount of any ad valorem property taxes abated in the event the City Council finds, upon the fourth year, that Waltons did not achieve its

capital investment of \$12,000,000.00 and employment goal of 10 full time employees within five (5) years after the building is constructed.

- 1) The applicant will continue using the property as a warehouse, distribution, offices and retail facility.

V. Assignment of Letter of Intent

This Letter of Intent is not assignable by Waltons Holdings without the City's expressed written approval.

Sincerely,

Jim Benage, Mayor

Date

Attest:

City Manager

Accepted:

Waltons 53rd Holdings LLC

Brett Walton, Manager

Date

CEDBR-FISCAL IMPACT MODEL - RESULTS



1845 Fairmount St.
Wichita, Kansas 67260-0121
(316) 978-3225

DATE OF ANALYSIS 2/5/2024
TIME OF ANALYSIS 1:59 PM



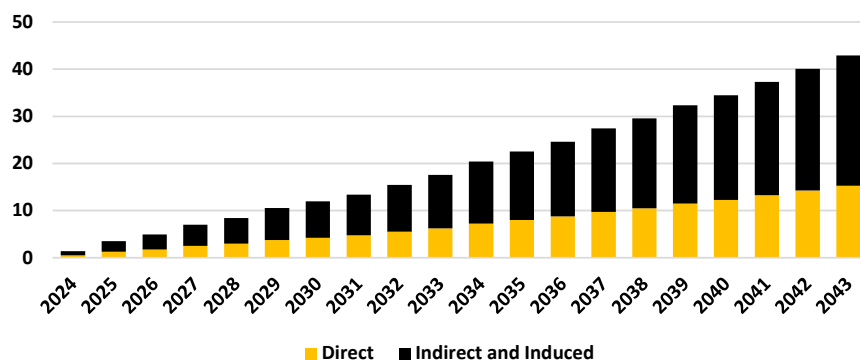
FIRM IMPACT

VERSION OF ANALYSIS **V1**

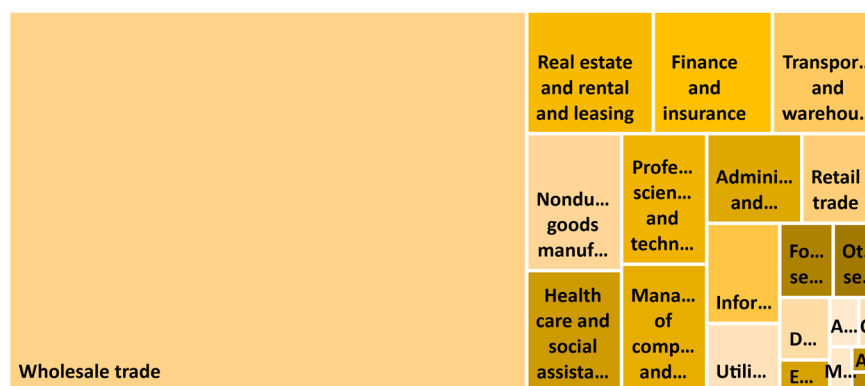
| FIRM SUMMARY | | |
|------------------------------|----------------|----------------|
| Company Name | Walton's | |
| | 10-year period | 20-year period |
| Number of new jobs | 25 | 61 |
| Amount of payroll | \$9,312,106 | \$49,672,732 |
| Amount of capital investment | \$11,300,000 | \$11,300,000 |
| Land | \$900,000 | \$900,000 |
| Buildings | \$10,000,000 | \$10,000,000 |
| Machinery and Equipment | \$400,000 | \$400,000 |
| Substitution percentage | 75.0% | OVERIDDEN |
| Firm NAICS code | | |
| 420000 Wholesale trade | | |

| IMPACT SUMMARY | | | |
|-------------------------|--------------|----------------|----------------|
| | Construction | Firm | |
| | Total | 10-year period | 20-year period |
| Jobs | | | |
| Direct | 82 | 6 | 15 |
| Total | 148 | 18 | 43 |
| Payroll earnings | | | |
| Direct | \$5,000,000 | \$2,328,026 | \$ 12,418,183 |
| Total | \$8,201,500 | \$4,709,830 | \$ 25,123,226 |
| Multiplier | | | |
| Jobs | 1.81 | 2.81 | |
| Earnings | 1.64 | 2.02 | |

Total Employment Impact



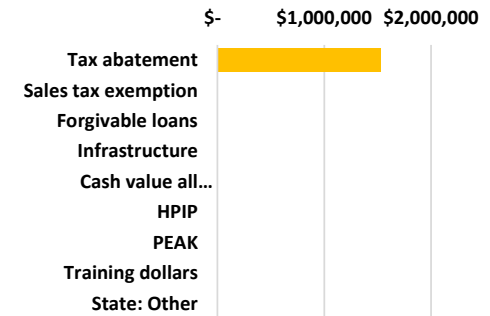
Total Impact by Industry



FISCAL IMPACT

| INCENTIVE SUMMARY | | | | | |
|---------------------------------|-------------------|-------------------|-------------------|-------------------|------------------|
| | City | County | State | School District | Special District |
| | Bel Aire | Sedgwick | Kansas | 375 Circle | Select |
| Tax abatement | \$ 599,019 | \$ 403,838 | \$ 295,625 | \$ 228,786 | \$ - |
| Sales tax exemption | \$ - | \$ - | \$ - | | |
| Forgivable loans | \$ - | \$ - | \$ - | | |
| Infrastructure | \$ - | \$ - | \$ - | | |
| Cash value all other incentives | \$ - | \$ - | \$ - | | |
| HPIP | | | \$ - | | |
| PEAK | | | \$ - | | |
| Training dollars | | | \$ - | | |
| State: Other | | | \$ - | | |
| Total | \$ 599,019 | \$ 403,838 | \$ 295,625 | \$ 228,786 | \$ - |

Share by Type



| TAX ABATEMENT PARAMETERS | |
|--------------------------|-----------------------------------|
| <i>Real Property</i> | |
| Number of years | 10 years |
| Percentage | % w/ 10% incremental yearly taper |
| <i>Personal Property</i> | |
| Number of years | 0 |
| Percentage | 0.0% |

Share of Incentives - by Government Entity



| | City | | County | | State | |
|-------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | Bel Aire | | Sedgwick | | Kansas | |
| | 10-year period | 20-year period | 10-year period | 20-year period | 10-year period | 20-year period |
| Present value of net benefits | \$387,919 | \$1,043,607 | \$345,617 | \$959,365 | \$2,942,452 | \$8,240,102 |
| <i>Rate of Return on Investment</i> | | | | | | |
| Net public benefits | \$387,919 | \$1,043,607 | \$345,617 | \$959,365 | \$2,942,452 | \$8,240,102 |
| Public costs | \$523,836 | \$523,836 | \$353,152 | \$353,152 | \$282,019 | \$338,821 |
| ROI | 74.1% | 199.2% | 97.9% | 271.7% | 1043.4% | 2432.0% |
| <i>Benefit-Cost Ratio</i> | | | | | | |
| Public benefits | \$911,755 | \$1,567,443 | \$698,770 | \$1,312,517 | \$3,224,471 | \$8,578,922 |
| Public costs | \$523,836 | \$523,836 | \$353,152 | \$353,152 | \$282,019 | \$338,821 |
| Benefit-Cost Ratio | 1.74 | 2.99 | 1.98 | 3.72 | 11.43 | 25.32 |

A 10-year period accounts for a business or economic cycle. Estimates beyond that period of time include increased risk and decreased accuracy due to market volatility and changes in public policy.

A benefit-cost ratio over 1 equates to public benefits being greater than public costs during the period.

| | School District | | Special District | |
|-------------------------------------|-----------------|----------------|------------------|----------------|
| | 375 Circle | | Select | |
| | 10-year period | 20-year period | 10-year period | 20-year period |
| Present value of net benefits | \$313,228 | \$679,838 | \$0 | \$ - |
| <i>Rate of Return on Investment</i> | | | | |
| Net public benefits | \$313,228 | \$679,838 | \$0 | \$0 |
| Public costs | \$229,148 | \$299,436 | \$0 | \$0 |
| ROI | 136.7% | 227.0% | NA | NA |
| <i>Benefit-Cost Ratio</i> | | | | |
| Public benefits | \$542,376 | \$979,274 | \$0 | \$0 |
| Public costs | \$229,148 | \$299,436 | \$0 | \$0 |
| Benefit-Cost Ratio | 2.37 | 3.27 | NA | NA |

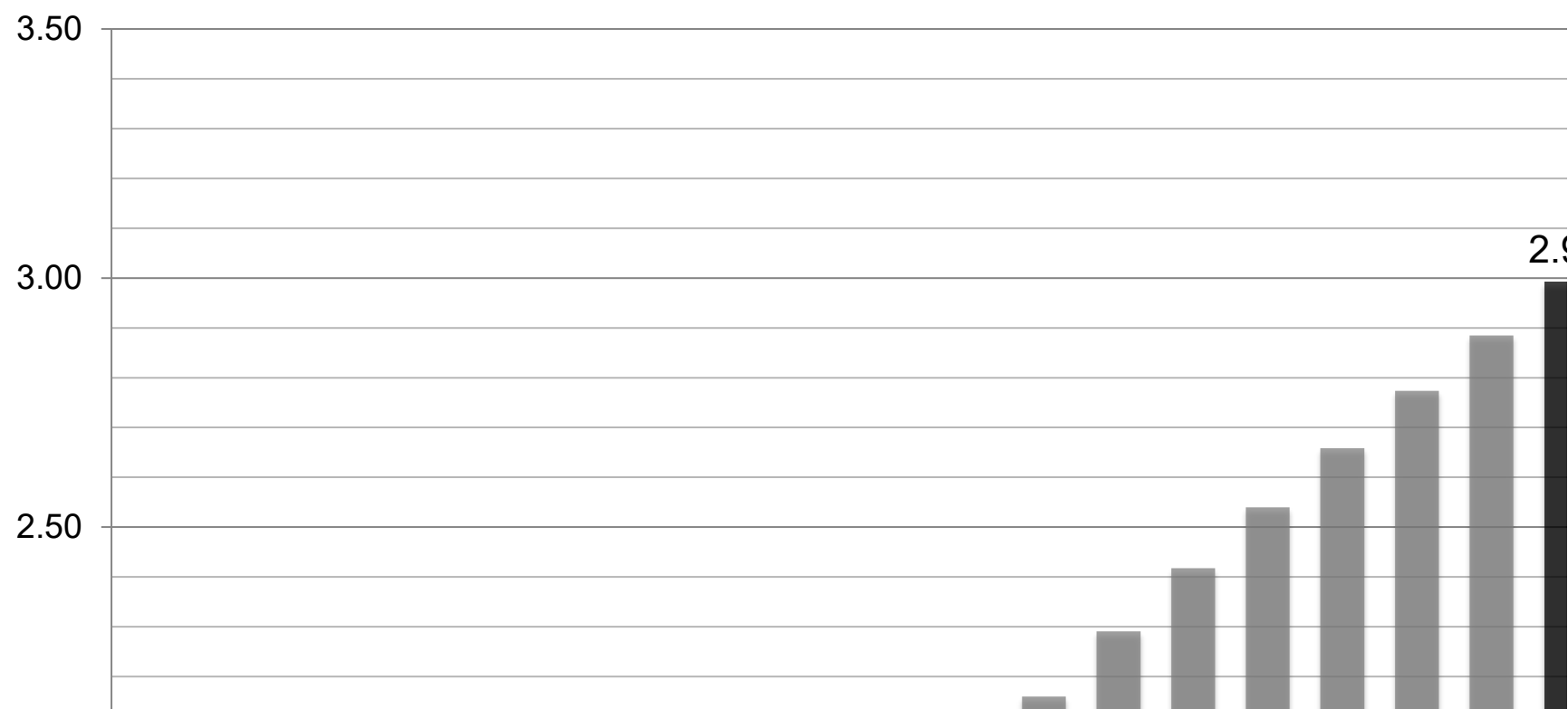
In the preparation of this report, the Center for Economic Development and Business Research assumed that all information and data provided by the applicant or others is accurate and reliable. CEDBR did not take extraordinary steps to verify or audit such information, but relied on such information and data as provided for purposes of the project.

This analysis requires CEDBR to make predictive forecasts, estimates and/or projections (hereinafter collectively referred to as "FORWARD-LOOKING STATEMENTS"). These FORWARD-LOOKING STATEMENTS are based on information and data provided by others and involve risks, uncertainties and assumptions that are difficult to predict. The FORWARD-LOOKING STATEMENTS should not be considered as guarantees or assurances that a certain level of performance will be achieved or that certain events will occur. While CEDBR believes that all FORWARD-LOOKING STATEMENTS it provides are reasonable based on the information and data available at the time of writing, actual outcomes and results are dependent on a variety of factors and may differ materially from what is expressed or forecast. CEDBR does not assume any responsibility for any and all decisions made or actions taken based upon the FORWARD-LOOKING STATEMENTS provided by CEDBR.



Center for Economic Development and Business Research
Wichita State University
1845 Fairmount St.
Wichita, Kansas 67260-0121
(316) 978-3225

Benefit-Cost Ratio





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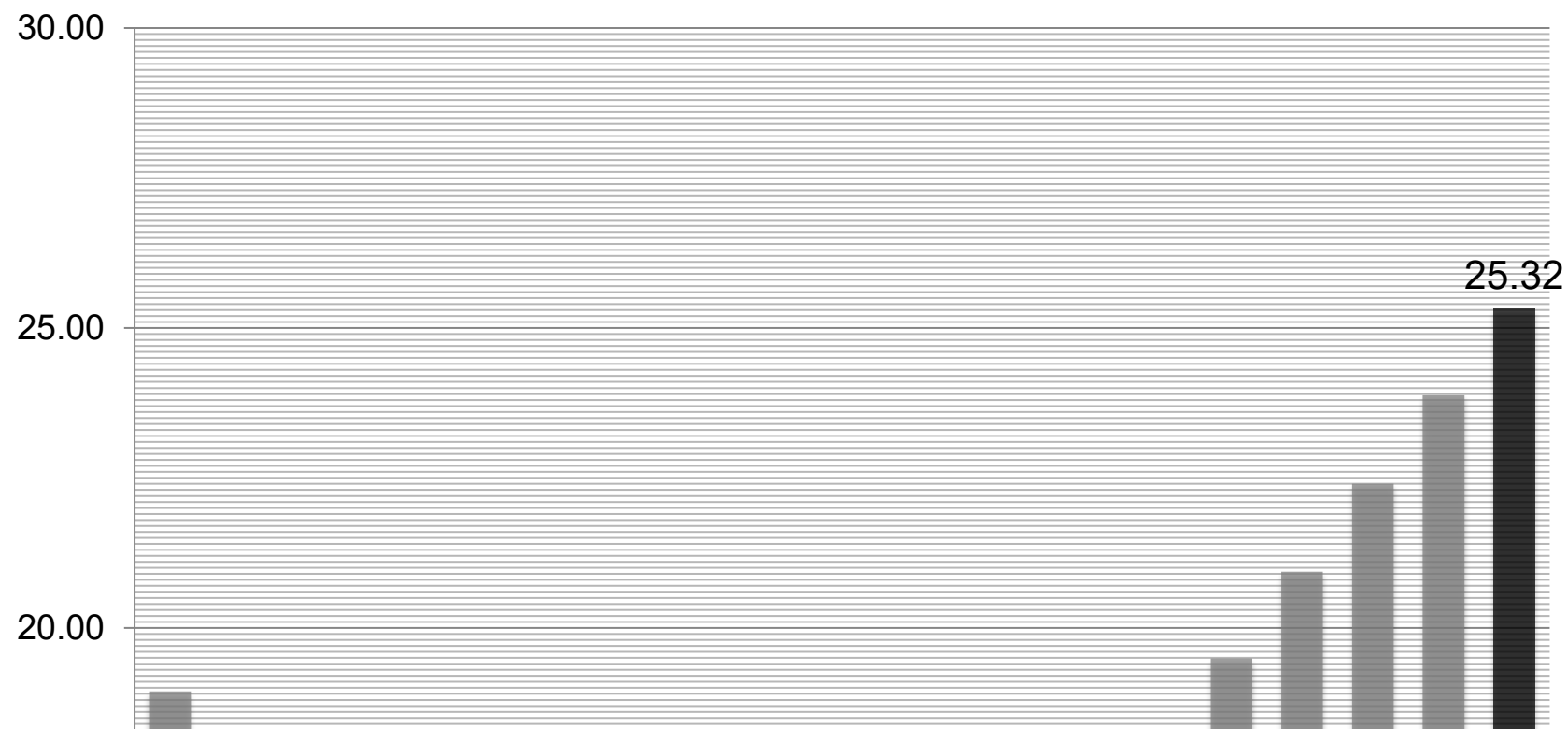
Benefit-Cost Ratio





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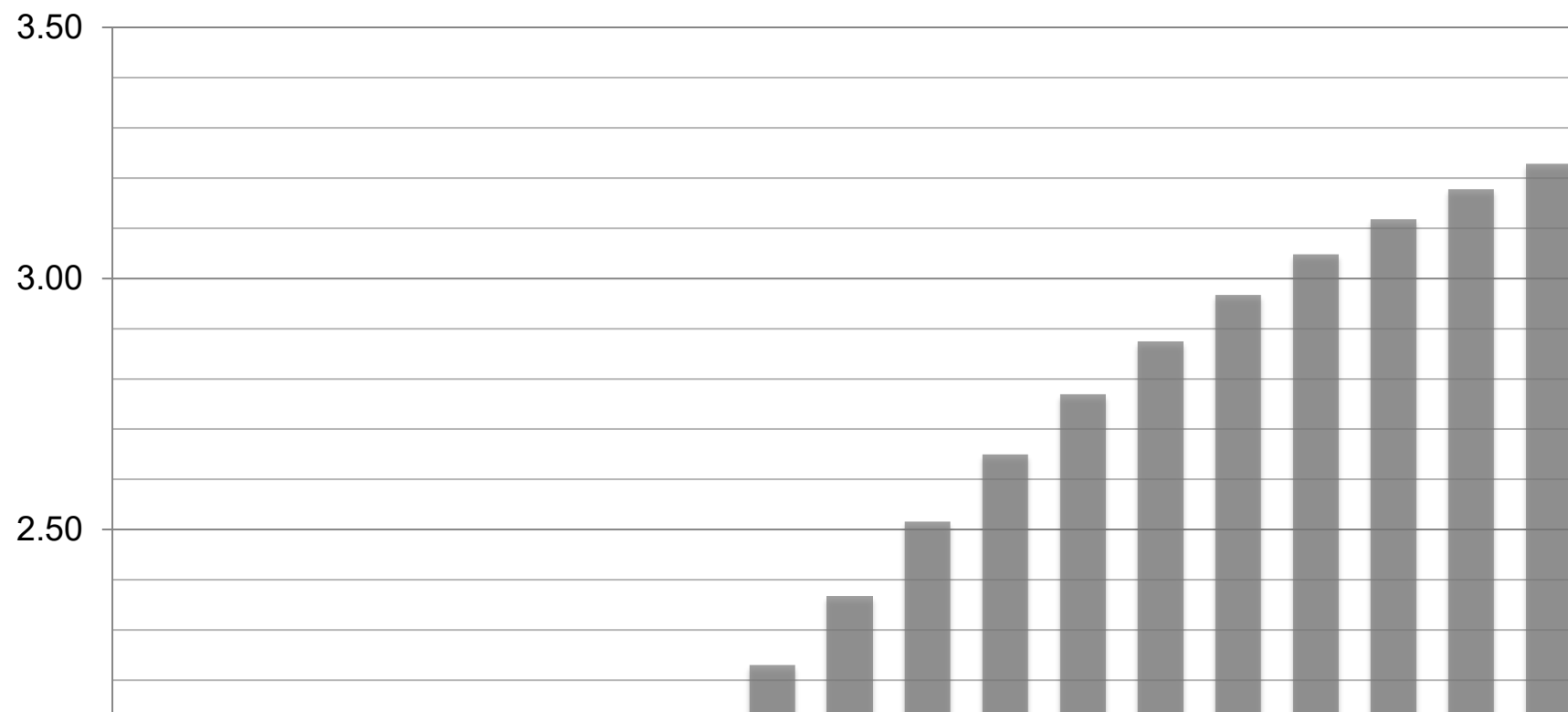
Benefit-Cost Ratio





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(316) 978-3225

Benefit-Cost Ratio



CEDBR-FISCAL IMPACT MODEL - FIRM DATA SHEET

COMPANY INFORMATION

VERSION OF ANALYSIS V1

| | |
|--|--|
| Company name or project name | Walton's |
| Contact name | Brett Walton |
| Contact telephone number | 316-831-1521 |
| Contact e-mail address | brett@waltons.com |
| Company NAICS Code - <i>Please select a NAICS code from the list provided. Model parameters are set based on the NAICS selected.</i> | 420000 Wholesale trade |
| Substitution Override | 75.00% |
| Year of application | 2023 |

SITE LOCATION

| | |
|------------------|-------------------------|
| Street Address | Lot 8 Block C Sunflower |
| City | Bel Aire |
| County | Sedgwick |
| School District | 375 Circle |
| Special District | Select |

If incentives are being requested for more than one physical location, and these locations are in different taxing jurisdictions, then a separate firm data sheet must be filled out for each location. If the property is located in a special taxing district or industrial zone, please contact CEDBR.

REAL PROPERTY CONSTRUCTION AND IMPROVEMENTS - *If construction is expected to significantly exceed 12-months allocate expenditures to multiple expansions.*

| Expansion: | #1 | #2 | #3 | #4 | #5 | Building: Annualized appreciation / depreciation rate: |
|--|-------------|-------------|-----|-----|-----|---|
| Year of expansion | 2024 | 2025 | | | | |
| <i>Market value of firm's initial NEW OR ADDITIONAL investment in:</i> | | | | | | |
| Land | \$900,000 | | | | | |
| Building and improvements | \$6,000,000 | \$4,000,000 | | | | 0% |
| Furniture, fixtures and equipment (including machinery) | | \$400,000 | | | | |
| <i>Initial construction or expansion:</i> | | | | | | Automated Assumption (On/Off) |
| Cost of construction at the firm's new or expanded facility | \$6,000,000 | \$4,000,000 | \$0 | \$0 | \$0 | |
| Share of materials | 50% | 50% | 0% | 0% | 0% | Off |
| Share of salaries | 50% | 50% | 0% | 0% | 0% | Off |
| <i>Amount of taxable construction materials purchased in:</i> | | | | | | |
| City | \$0 | \$0 | \$0 | \$0 | \$0 | On |
| County (should include city amount) | \$3,000,000 | \$2,000,000 | \$0 | \$0 | \$0 | On |
| State (should include city and county amounts) | \$3,000,000 | \$2,000,000 | \$0 | \$0 | \$0 | On |
| <i>Amount of taxable furniture, fixtures and equipment purchased in:</i> | | | | | | |
| City | \$0 | \$0 | \$0 | \$0 | \$0 | On |
| County (should include city amount) | \$0 | \$400,000 | \$0 | \$0 | \$0 | On |
| State (should include city and county amounts) | \$0 | \$400,000 | \$0 | \$0 | \$0 | On |

OPERATIONS

| | | |
|---|--------------|------------------|
| First Year of Full Operations As a Result of This Project | 2023 | |
| New or additional : | <i>Sales</i> | <i>Purchases</i> |
| Year 1 | \$1,824,538 | \$113,121 |
| Year 2 | \$3,740,302 | \$231,899 |
| Year 3 | \$5,751,854 | \$356,615 |
| Year 4 | \$7,863,985 | \$487,567 |
| Year 5 | \$10,081,721 | \$625,067 |
| Year 6 | \$12,410,345 | \$769,441 |
| Year 7 | \$14,855,400 | \$921,035 |
| Year 8 | \$17,422,707 | \$1,080,208 |
| Year 9 | \$20,118,380 | \$1,247,340 |
| Year 10 | \$22,948,837 | \$1,422,828 |
| Year 11 | \$25,920,816 | \$1,607,091 |
| Year 12 | \$29,041,394 | \$1,800,566 |
| Year 13 | \$32,318,001 | \$2,003,716 |
| Year 14 | \$35,758,439 | \$2,217,023 |
| Year 15 | \$39,370,898 | \$2,440,996 |
| Year 16 | \$43,163,981 | \$2,676,167 |
| Year 17 | \$47,146,717 | \$2,923,096 |
| Year 18 | \$51,328,591 | \$3,182,373 |
| Year 19 | \$55,719,558 | \$3,454,613 |
| Year 20 | \$58,505,536 | \$3,627,343 |
| Automated Assumption (On/Off) | On | On |
| Percent of these sales subject to sales taxes in the: | <i>Sales</i> | <i>Purchases</i> |
| City | 0.0% | 100.0% |
| County | 0.0% | 100.0% |
| State | 0.0% | 100.0% |
| Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed: | 0.0% | |

EMPLOYMENT

| Number of NEW employees to be hired each year as a result of this project | Kansas Total (Net new each year) | #Out-of-State | #Out-of-county (From KS) | Remote Worker (out-of-state) | Weighted AVG Annual Salary | Weighted AVG Bonus & Overtime |
|---|----------------------------------|--|--------------------------|---|--|---|
| Year 1 | 2 | 0 | 0 | 0 | \$58,000 | \$0 |
| Year 2 | 3 | 0 | 0 | 0 | \$59,740 | \$0 |
| Year 3 | 2 | 0 | 0 | 0 | \$61,532 | \$0 |
| Year 4 | 3 | 0 | 0 | 0 | \$63,378 | \$0 |
| Year 5 | 2 | 0 | 0 | 0 | \$65,280 | \$0 |
| Year 6 | 3 | 0 | 0 | 0 | \$67,238 | \$0 |
| Year 7 | 2 | 0 | 0 | 0 | \$69,255 | \$0 |
| Year 8 | 2 | 0 | 0 | 0 | \$71,333 | \$0 |
| Year 9 | 3 | 0 | 0 | 0 | \$73,473 | \$0 |
| Year 10 | 3 | 0 | 0 | 0 | \$75,677 | \$0 |
| Year 11 | 4 | 0 | 0 | 0 | \$77,947 | \$0 |
| Year 12 | 3 | 0 | 0 | 0 | \$80,286 | \$0 |
| Year 13 | 3 | 0 | 0 | 0 | \$82,694 | \$0 |
| Year 14 | 4 | 0 | 0 | 0 | \$85,175 | \$0 |
| Year 15 | 3 | 0 | 0 | 0 | \$87,730 | \$0 |
| Year 16 | 4 | 0 | 0 | 0 | \$90,362 | \$0 |
| Year 17 | 3 | 0 | 0 | 0 | \$93,073 | \$0 |
| Year 18 | 4 | 0 | 0 | 0 | \$95,865 | \$0 |
| Year 19 | 4 | 0 | 0 | 0 | \$98,741 | \$0 |
| Year 20 | 4 | 0 | 0 | 0 | \$101,703 | \$0 |
| Automated Assumption (On/Off) | | On | On | | On | On |
| Notes | FTE: 40-hours=1; 20-hours=0.5 | The assumption will be based on county specific labor slack and historic migration trends. | | Only include workers related to this project. | Include future raises (Nominal values) | Include future increases (Nominal values) |

VISITORS - Include customers, vendors and company employees from other locations in the count of visitors

| Number of ADDITIONAL visitors expected as a result of this project | Out-of-county | In county | | Out-of-county | In county |
|--|---------------|-----------|---|---------------|-----------|
| Year 1 | 50 | - | Number of days | 2.0 | 0.0 |
| Year 2 | 53 | - | Number of nights | 1.0 | 0.0 |
| Year 3 | 55 | - | | | |
| Year 4 | 58 | - | Percent of visitors traveling: | | |
| Year 5 | 61 | - | on business | 35% | |
| Year 6 | 64 | - | for leisure | 65% | |
| Year 7 | 67 | - | | | |
| Year 8 | 70 | - | Percentage of visitor's expenditures spent in: | | |
| Year 9 | 74 | - | Out-of-county | | |
| Year 10 | 78 | - | the same city | 0% | 0% |
| Year 11 | 81 | - | the same county | 100% | 0% |
| Year 12 | 86 | - | in Kansas | 100% | 0% |
| Year 13 | 90 | - | | | |
| Year 14 | 94 | - | Net fiscal impact: | | |
| Year 15 | 99 | - | | No | |
| Year 16 | 104 | - | | | |
| Year 17 | 109 | - | | | |
| Year 18 | 115 | - | | | |
| Year 19 | 120 | - | | | |
| Year 20 | 126 | - | | | |

PAYMENT BY THE COMPANY TO TAXING JURISDICTIONS - Such as payments in lieu of taxes

| Firm payments to the: | City | County | State | School District |
|-----------------------|------|--------|-------|-----------------|
| Year 1 | | | | |
| Year 2 | | | | |
| Year 3 | | | | |
| Year 4 | | | | |
| Year 5 | | | | |
| Year 6 | | | | |
| Year 7 | | | | |
| Year 8 | | | | |
| Year 9 | | | | |
| Year 10 | | | | |
| Year 11 | | | | |
| Year 12 | | | | |
| Year 13 | | | | |
| Year 14 | | | | |
| Year 15 | | | | |
| Year 16 | | | | |
| Year 17 | | | | |
| Year 18 | | | | |
| Year 19 | | | | |
| Year 20 | | | | |

CEDBR-FISCAL IMPACT MODEL - INCENTIVE INFORMATION**CONTACT INFORMATION FOR CEDBR REGARDING INCENTIVE AMOUNTS**

| | |
|--------------------------|--|
| Contact name | |
| Contact telephone number | |
| Contact e-mail address | |

SALES TAX EXEMPTION ON CONSTRUCTION MATERIALS

| | Yes/No | % funded by IRB |
|---------------------|--------|-----------------|
| EXPANSION #1 | no | 0.0% |
| EXPANSION #2 | no | 0.0% |
| EXPANSION #3 | no | 0.0% |
| EXPANSION #4 | no | 0.0% |
| EXPANSION #5 | no | 0.0% |

SALES TAX EXEMPTION FOR OPERATIONS

| Value of sales tax exemption for OPERATIONS: | City | County | State |
|--|------|--------|-------|
| Year 1 | | | |
| Year 2 | | | |
| Year 3 | | | |
| Year 4 | | | |
| Year 5 | | | |
| Year 6 | | | |
| Year 7 | | | |
| Year 8 | | | |
| Year 9 | | | |
| Year 10 | | | |
| Year 11 | | | |
| Year 12 | | | |
| Year 13 | | | |
| Year 14 | | | |
| Year 15 | | | |
| Year 16 | | | |
| Year 17 | | | |
| Year 18 | | | |
| Year 19 | | | |
| Year 20 | | | |

PROPERTY TAX ABATEMENT

| | |
|---|--------------------------------------|
| Property tax abatement - Real property land and buildings | |
| Number of Years | 10 years |
| Percentage | 100% w/ 10% incremental yearly taper |
| Property tax abatement - Machinery and equipment | |
| Number of Years | 0 |
| Percentage | 0.0% |

| FORGIVABLE LOANS - Cash value | | | |
|--|------|--------|-------|
| Forgivable loans (cash value): | CITY | COUNTY | STATE |
| Year 1 | | | |
| Year 2 | | | |
| Year 3 | | | |
| Year 4 | | | |
| Year 5 | | | |
| Year 6 | | | |
| Year 7 | | | |
| Year 8 | | | |
| Year 9 | | | |
| Year 10 | | | |
| Year 11 | | | |
| Year 12 | | | |
| Year 13 | | | |
| Year 14 | | | |
| Year 15 | | | |
| Year 16 | | | |
| Year 17 | | | |
| Year 18 | | | |
| Year 19 | | | |
| Year 20 | | | |
| INFRASTRUCTURE IMPROVEMENTS - Cash value | | | |
| | CITY | COUNTY | STATE |
| Year 1 | | | |
| Year 2 | | | |
| Year 3 | | | |
| Year 4 | | | |
| Year 5 | | | |
| Year 6 | | | |
| Year 7 | | | |
| Year 8 | | | |
| Year 9 | | | |
| Year 10 | | | |
| Year 11 | | | |
| Year 12 | | | |
| Year 13 | | | |
| Year 14 | | | |
| Year 15 | | | |
| Year 16 | | | |
| Year 17 | | | |
| Year 18 | | | |
| Year 19 | | | |
| Year 20 | | | |

| OTHER INCENTIVES - Cash value | | | | |
|-------------------------------|------|--------|----------|-------|
| | CITY | COUNTY | STATE | |
| Year 1 | | | | |
| Year 2 | | | | |
| Year 3 | | | | |
| Year 4 | | | | |
| Year 5 | | | | |
| Year 6 | | | | |
| Year 7 | | | | |
| Year 8 | | | | |
| Year 9 | | | | |
| Year 10 | | | | |
| Year 11 | | | | |
| Year 12 | | | | |
| Year 13 | | | | |
| Year 14 | | | | |
| Year 15 | | | | |
| Year 16 | | | | |
| Year 17 | | | | |
| Year 18 | | | | |
| Year 19 | | | | |
| Year 20 | | | | |
| STATE PROGRAMS - Cash value | | | | |
| | HPIP | PEAK | TRAINING | OTHER |
| Year 1 | | | | |
| Year 2 | | | | |
| Year 3 | | | | |
| Year 4 | | | | |
| Year 5 | | | | |
| Year 6 | | | | |
| Year 7 | | | | |
| Year 8 | | | | |
| Year 9 | | | | |
| Year 10 | | | | |
| Year 11 | | | | |
| Year 12 | | | | |
| Year 13 | | | | |
| Year 14 | | | | |
| Year 15 | | | | |
| Year 16 | | | | |
| Year 17 | | | | |
| Year 18 | | | | |
| Year 19 | | | | |
| Year 20 | | | | |

(Published in *The Ark Valley News*, March 21, 2024)

**NOTICE OF PUBLIC HEARING
AND OF
ISSUANCE OF TAXABLE INDUSTRIAL REVENUE BONDS**

Public notice is hereby given that the Governing Body of the City of Bel Aire, Kansas (the “Issuer”), will conduct a public hearing on April 2, 2024 at 7:00 p.m., or as soon thereafter as may be heard at City Hall, 7651 E. Central Park Avenue, Bel Aire, Kansas 67226 in regard to the issuance by the Issuer of its Taxable Industrial Revenue Bonds (Walton's 53rd Holdings LLC), in a principal amount not to exceed \$12,000,000 (the “Bonds”) and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued by the Issuer under authority of K.S.A. 12-1740 *et seq.*, as amended, to pay the costs of acquiring, equipping and constructing a 100,000-square-foot facility to house a meat processing supply and equipment commercial facility located on Lot 8, Block C of the Sunflower Commerce Park Addition in the Issuer (just south of 53rd Street, between Webb Road and Greenwich Road). The Issuer further intends to lease such facility to Walton's 53rd Holdings LLC, a Kansas limited liability company, or a related entity (the “Tenant”). The governing body of the Issuer will not pass an ordinance authorizing the issuance of such revenue bonds until the public hearing has been concluded.

Notice is further given, in accordance with K.S.A. 12-1744e, that the Issuer intends to issue the Bonds and lease the facility to the Tenant as set out above.

A copy of this Notice, together with a copy of the inducement resolution of the Issuer adopted to be considered for adoption on April 2, 2024, indicating the intent of the governing body of the Issuer to issue such Bonds and a report analyzing the costs and benefits of such property tax exemption are on file in the office of the Clerk, or will be as soon as completed, and available for public inspection during normal business hours.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified.

Dated: March 19, 2024

CITY OF BEL AIRE, KANSAS

Melissa Krehbiel, Clerk

City of Bel Aire, Kansas



STAFF REPORT

DATE: March 14, 2024

TO: Ty Lasher – City Manager
Bel Aire Governing Body

FROM: Brian Hayes – Recreation Director

RE: Pool Replastering - Additional Work/Change Order

SUMMARY:

Due to unforeseen conditions, much more bad plaster needed to be removed in order to properly replaster the pool.

DISCUSSION:

Mid-West Plastering began work at the pool on Wednesday March 13th. It was quickly discovered that the condition of the current plaster surface was worse than estimated. Approximately, 80% of the plaster surface had separated from the concrete basin and required removal to properly replaster the pool. As a result, it required more labor to demo & dispose and will require additional labor & materials to replaster. Attached is the signed estimate from last fall as well as the Additional Work/Change Order. Please see the Notes: section above the signatures from the original estimate. While we hope this is the last of the issues, there is the possibility that as they finish the demo and clean the debris from the pool more hidden problems could exist.

FINANCIAL:

| | |
|--|---------------|
| 1. Additional labor & disposal charge | \$14,940 |
| 2. Additional material & labor for plaster install | <u>\$4800</u> |
| Total | \$19,740 |

RECOMMENDATION:

Staff recommends accepting the Contracting Agreement of Additional Work/Change Order for \$19,740.



Mid-West Plastering LLC **Contracting Agreement of Additional Work/Change Order**

This agreement is made this 14 day of March, 2024
 between Mid-West Plastering LLC, henceforth known as "Contractor" and,
City of Bel Aire, 5251 E 48th St, Bel Aire, KS 67220
 Known as the "Owner". Pursuant to additional work described in
 Estimate # 589 the Contractor and Owner agree to the following
 scope of work:

① Due to excessive hollows 80% chip-out of old plaster
 required for new plaster to adhere properly. (Estimate
 was site unseen.) Labor and disposal charge: \$14,940.00

② Measurements on estimate were approx. Additional 40 LFT
 of material and labor for plaster install: \$4,800.00

Total Due: \$ 19,740.00

By signing, I agree to the additional work/change order and total due.

Owner Name

Trisha Branscom
 Contractor Name

Owner Signature

Trisha Branscom
 Contractor Signature

MID-WEST PLASTERING LLC WARRANTY - WHITE, COLORED, AND QUARTZ/STONESCAPE
POOL INTERIOR FINISH AGREEMENT AND WARRANTY

This agreement applies to the pool plaster located at:
5251 E 48th St, Bel Aire, KS 67220

The contractor agrees to a two (2) year workmanship warranty for all replacement renovation services provided, to be free from install deficiencies. Replacement renovation services including; tile, coping, pool deck rehabs, plumbing, and any additional remodeling services provided in the contract.

The contractor guarantees that for a period of one (1) year the white and colored pool interior finishes will be watertight.

OR

The contractor guarantees that for a period of two (2) years the quartz and stonescape pool interior finish will be watertight.

Plaster finishes are NOT intended for leak proofing. Cementitious surface coatings are actually semi-permeable membranes. They allow small amounts of moisture to permeate through and into the substrate over time. The Contractor warrants the finish will not de-bond or delaminate provided that the pool remains filled with water, structurally sound, and that the start-up procedures recommended by the National Plasters Council (NPC) are followed and provided that all water chemistry after start-up is properly maintained in accordance with the Association of Pool & Spa Professionals (APSP) published standards recommended practice of maintaining the Langlier Saturation Index at 0 to +/-0.3. Water chemistry consists of: chlorine levels, total alkalinity, pH, hardness (calcium & magnesium) stabilizer levels, iron, copper, and total dissolved solids (TDS). **Written documentation of water chemistry from the date the plaster was completed, must be provided for warranty to be implemented.

Pool Interior Finishes are composed of materials which may have inherent shading and/or color variation which is normal and should not be construed as a defect. Due to environmental factors such as humidity, temperature, etc., during the installation process, normal color variation within a surface coating, also called normal mottling, which is generally uniform shading, blotchy or cloudy appearance across the surface of a cementitious surface coating may appear. These variations may be more pronounced on a cloudy day or at night with the light on. These conditions are beyond the contractor's control. Discoloration or mottled-shade variation is not considered a failure or defect but is a characteristic of most cementitious products not needing remedy. It is a normal occurrence of most exposed aggregate finishes to have variation in the surface aggregate density, or variations in the concentration of aggregates across the finished surface. The Property Owner agrees that pool interior finish is NOT guaranteed for evenness of color and may not be the exact shade anticipated. The shade and color may vary and "fade" over time. Homeowner/Customer understands that crazing (check cracks and hairline cracks) may be noticeable and may be quite pronounced with colored finishes.

**Written documentation of water chemistry from the date the plaster was completed, must be provided for warranty to be implemented.

Property Owner understands Pool Finish Agreement and Contractor Warranty: **EXAMPLE-FINAL WARRANTY
PENDING PROJECT COMPLETION**

Property Owner: _____ Date: _____
Print: _____ Plaster Date: **EXAMPLE-3/19/24**

This document is endorsed by the National Plasters Council, Inc.
Note: We urge you to contact your NPC professional applicator for more information specific to your pool or spa. Chemical treatment alone will not produce sanitary pool water. A filtration system in proper operation along with a regiment of care including pool brushing will produce the optimal results for a clean and safe pool. Additional consumer awareness information is available from the following sources:
Assoc. of Pool & Spa Professions * 2111 Eisenhower Ave., Alexandria, VA 22314 * (703) 838-0083
National Swimming Pool Foundation * 4775 Granby Circle, Colorado Springs, CO 80919 * (719) 540-9119
National Plasters Council * 2811 Tamiami Trail, Ste. P, Port Charlotte, FL 33952 * (866) 483-4672



City of Bel Aire

#0000589

From: Mid-West Plastering LLC

Bill To: City of Bel Aire

12103 W 64th Street

5251 E 48th St, Bel Aire, KS 67220

Shawnee, KS 66216

918-728-1572 or 785-408-0013

midwestplasteringllc@gmail.co

m

Amount:

\$47,200.00

Expiration Date:

10/31/2023

| Item | Rate (excl. tax) | Quantity | Total |
|---|---------------------|----------|-------------|
| <p>Replaster Rec Pool with White Plaster Finish (Site unseen estimate)</p> <p>Prep: Cut underneath tile and chip out 2-3inches under tile. Chip around all returns and lights. Chip out "hollow" spots making sure the pool is free of loose debris. Power wash and acid wash before putting the bonding agent on entire pool. Plaster pool and trowel smooth. Main Drain cover will be replaced to meet code requirements with documentation to provide.</p> | \$28,800.00 | 1 | \$28,800.00 |
| Travel Fee | \$2,400.00 | 1 | \$2,400.00 |
| Plaster Finish Detail | \$1,000.00 | 1 | \$1,000.00 |
| <p>30' Structural Crack - unseen</p> <p>After plaster prep is completed, access the 30' crack along the belly of the pool. Trouble shoot the number of structural staples needed to install along crack. Install staples and epoxy to a water tight seal. Final price will be determined at the time of repair.</p> | \$15,000.00 | 1 | \$15,000.00 |

Subtotal

\$4 Sect

Section XI, Item C.

Total

\$47,200.00

Notes:

This is an estimate. Approval of this estimate, states you have reviewed and agree to our contract and its terms. Necessary changes due to unforeseen or pre-existing conditions unknown or not included in estimate, may necessitate additional work and expense to allow proper performance of the "Work". Upon discovery of any changes, Contractor shall notify Client and inform Client of additional work, time, and expenses necessary to rectify such deficiency as needed to facilitate proper performance of contracted work.

Accepted on: 09/15/2023

Accepted by: Jim Bengel, Mayor Signature: Jim Bengel

City of Bel Aire, Kansas



STAFF REPORT

DATE: March 13, 2024
TO: Ty Lasher, City Manager
FROM: Anne Stephens, City Engineer
RE: Geotechnical Investigation for Woodlawn

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:

Additional geotechnical information is needed from Woodlawn to design a solution for the failing roadway. Data regarding the elevation and movement of the subsurface water is needed. The design solution will likely include an underdrainage system and subgrade stabilization as recommended in KDOT’s February 6, 2024 Pavement Failure Investigation Memo.

Goals:

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

Discussion:

Staff reached out to PEC for a quote to provide geotechnical engineering and investigation services for the design of a solution for Woodlawn. Staff met with representatives from both PEC and KDOT on Monday, March 11th to walk the site and determine the location for monitoring wells. During the installation of the monitoring wells, PEC will collect soil samples that come out of the drill rig for analysis. PEC originally thought that 6 monitoring wells would be sufficient to collect the information needed (4 on the closed lane, one on the southbound lane, north of the tracks and one south of the tracks). During our on-site visit, it was decided to put in two additional monitoring wells north of the tracks on the west side of the roadway (in the grass behind the curb), directly across from monitoring wells on the east side, to help determine the elevation and movement of the subsurface water. When walking the area south of the tracks, pavement distress that is inconsistent with one year old paving and discussed. Because of this, it was determined that additional borings with 24-hour water level observations should be obtained from the pavement south of the tracks to ensure that any design or rework is going to fix the problems and provide a 20+ year roadway. One monitoring well will be installed south of the tracks for a longer water level observation. Additional monitoring wells were not suggested because it was desired to get pavement borings and the monitoring wells will stick up out of the ground, requiring lane closures. PEC’s quote for this work is \$19,000.

Financials:

The cost associated with this investigation will be included in the bonds for the project and paid for out of the general fund.

Recommendation:

It is staff's recommendation to accept the quote from PEC for \$19,000 to collect the additional geotechnical information needed for the re-design of the roadway.

From: [Bob Henthorne](#)
To: [Anne Stephens](#); ncgosch@twgfirm.com
Cc: [Ben Mabry](#); [Mike Kelsey](#); [Jessica Ballard](#)
Subject: Additional Cost estimate
Date: Tuesday, March 12, 2024 8:58:29 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Anne, after our site visit yesterday, we all agreed that additional drilling should be conducted south of the railroad crossing as several areas of pavement deformation were observed in this section that was previously thought as sound. We added an additional 2 monitoring wells to the north of the railroad, 6 auger borings, with sampling and testing south of the railroad. Water levels will be obtained at the time of drilling and after a waiting period of 24 hours.

The additional fee for these borings is \$9,250.00. This includes the traffic control, and my time to be on site during the drilling.

Let me know if you have any questions or concerns.

Thanks
bob

Bob Henthorne
Vice President | Geotechnical Engineering
Bob.Henthorne@pec1.com
O 785.233.8300 | C 785.480.0702
400 S Kansas Ave | Topeka, KS 66603



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WORK ORDER NO. 03

This Work Order No. 03 is made as of this 15th day of March, 2024, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated January 23, 2024 (the “Master Services Agreement” between City of Bel Aire, Kansas (Client) and Professional Engineering Consultants, P.A. (PEC). Except to the extend modified herein, all terms and conditions of the Master Services Agreement shall continue a full force and effect.

SECTION A – SERVICES

A.1 PEC shall perform the following services (collectively, the “Services”):

See Attached Exhibit A item D. Scope of Services

A.2 In conjunction with the performance of the Services as described above, PEC shall provide the following submittals, documents or other deliverables to Contractor:

See Attached Exhibit A item C. Project Deliverables

A.3 Exclusions:

See Attached Exhibit A item G. Exclusions

SECTION B – SCHEDULE

PEC shall perform the Services and deliver the above documents according to the following:

See Attached Exhibit A item B. Anticipated Project Schedule

SECTION C – COMPENSATION

In return for the proper performance by Consultant of its Services, Client shall pay to PEC an amount not to exceed nineteen thousand Dollars (\$19,000.00), payable according to the following terms:

See Attached Exhibit A item H. PEC’s Fee

SECTION D – OTHER PROVISIONS

The parties agree to the following additional provisions with respect to this Work Order:

See Attached Exhibit A item E. Additional Responsibilities of Client and item F. Additional Responsibilities

CITY OF BEL AIRE, KANSAS

**PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

A. Project Description

The Bel Aire Woodlawn Monitoring Wells (Project) shall consist of the installation of 8 monitoring wells and 6 additional investigative auger borings and laboratory testing along Woodlawn in Bel Aire, Kansas.

B. Anticipated Project Schedule.

1. Well locations will be selected and marked the week of March 11, 2024.
2. Well installation and auger borings are anticipated to begin shortly after and be completed in 3 days.
3. Monitoring of the wells will be weekly, with additional monitoring of the water elevations within 24 hours of a rain event.

C. Project Deliverables

1. This Project Deliverables shall consist of providing a signed and sealed Geological Report based on the Scope of Services below.

D. Scope of Services:

1. General Scope Items for Geological Services:
 - a) PEC will use an appropriate One-Call utility locate system prior to arriving onsite.
 - b) 8 Monitoring wells and 6 subsurface borings to depths 15 feet below existing grade.
 - c) Grab/bulk samples from auger cuttings will be obtained depending on site conditions.
 - d) Laboratory testing will be performed to determine the following index and engineering properties:
 - 1) Standard Proctors
 - 2) Percent Lime determination
 - 3) Moisture Content
 - 4) Density
 - 5) Atterberg Limits
 - 6) Percent Passing #200 sieve
 - 7) Unconfined Compressive Strength testing of the soils.
 - e) Geological report, including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
 - f) Graph of water elevations at each well.
 - g) Boreholes will be plugged with sodium bentonite and asphalt upon decommissioning of the wells.
 - h) General cleanup of the site.

E. Additional Responsibilities of Client:

The **Client** agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Two week notice of anticipated services needed.

2. Assuring that private utilities, not located by an appropriate One-Call utility locate system, are identified prior to our arrival onsite, or have made arrangements for a Client representative with knowledge of such utilities to meet onsite prior to commencement of drilling activities.
3. Information related to known and/or potentially hazardous subsurface conditions and/or history of site contamination.
4. Provide right of entry for PEC's personnel in performing site visits, field surveys and inspections.
5. Pay PEC for authorized additional work associated with services not included in Exhibit 'A', or overages of the quantities outlined in Exhibit 'A'.

F. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Construction Staking
2. Construction Materials Testing

G. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Offsite removal of spoils
2. Environmental services
3. Handling of contaminated soils

H. PEC's Fees.

1. PEC will invoice CLIENT one time per month for services rendered in the previous month.
2. PEC's Fee for its Scope of Services will be a lump sum fee of **\$19,000.00.**
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

City of Bel Aire, Kansas

STAFF REPORT

DATE: March 13, 2024

TO: Ty Lasher, City Manager

FROM: Anne Stephens, PE, City Engineer

RE: 53rd Street, Oliver to Woodlawn Construction Staking/Construction Support



BACKGROUND:

The City has been working on the reconstruction of 53rd Street from Oliver to Woodlawn for several years. Garver was selected to provide design services. The Construction Contract and Construction Inspection Contract were awarded at the March 5th Council meeting. This proposal is for construction staking services and construction support services in the event of questions during the construction process.

DISCUSSION:

The City requested that Garver provide construction staking services to ensure accuracy of the design. Additionally, they have included a fee for answering questions during the construction phase. This is a not-to-exceed contract and the City will not be billed for services that are not used. The total fee for construction staking and construction support services is \$70,100.00

FINANCIAL CONSIDERATIONS: The cost of the improvements for this project will be financed through a general obligation bond.

RECOMENDATION: Staff recommends that the City accept Garver's proposal for construction staking and construction support services.

**Supplemental Request
City of Bel Aire, Kansas
Project No. 21T41284
53rd St North – Oliver to Woodlawn
Construction Services Support**

This supplemental agreement is being made by and between the City of Bel Aire, Kansas (hereinafter referred to as "Owner") and **Garver, LLC**, (hereinafter referred to as "Garver") to the AGREEMENT FOR PROFESSIONAL SERVICES executed on September 21st, 2021 (the "Agreement").

Under this supplemental agreement, the Owner intends to have Garver provide construction services support and construction staking services for the construction of 53rd Street North from Oliver to Woodlawn.

Garver will provide professional services related to that assistance as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

1. SCOPE OF SERVICES

Garver shall provide the following Services:

- a) Attend preconstruction conference with contractor and field engineer
- b) Attend preconstruction conference with the public
- c) Provide support on questions that may arise on submittals
- d) Respond to Requests for Information (RFI) on the project
- e) Meet with Field Engineer and Contractor either virtually or in the field as necessary to resolve questions that arise during construction.
- f) Provide construction staking services for the project at offsets to be determined by the contractor
 - i) Ditch Slope Staking
 - ii) Culverts
 - iii) Centerline stakes (rough grade, subgrade and final)

2. PAYMENT

For the Services set forth above, Owner will pay Garver as follows:

- a) Construction Engineering Support: \$8,500 – hourly not-to-exceed
- b) Construction Staking Services: \$61,600 - hourly not-to-exceed

3. APPENDICES

- 3.1. The following Appendices are attached to and made a part of this Work Order:
 - 3.1.1. Appendix A – Rate Schedule

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]

The effective date of this Work Order shall be the last date written below.

City of Bel Aire, Kansas

Garver, LLC

By: _____
Signature

By: Christopher M. Bohm
Signature

Name: _____
Printed Name

Name: Christopher M. Bohm
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Date: March 12, 2024

Attest: _____

Attest: Theresa UL



APPENDIX A RATE SCHEDULE

Garver Hourly Rate Schedule: July 2023 - June 2024

| Classification | Rates | Classification | Rates |
|---------------------------------|-----------|------------------------------------|-----------|
| Engineers / Architects | | Resource Specialists | |
| E-1 | \$ 128.00 | RS-1 | \$ 102.00 |
| E-2 | \$ 148.00 | RS-2 | \$ 141.00 |
| E-3 | \$ 172.00 | RS-3 | \$ 200.00 |
| E-4 | \$ 192.00 | RS-4 | \$ 261.00 |
| E-5 | \$ 219.00 | RS-5 | \$ 327.00 |
| E-6 | \$ 270.00 | RS-6 | \$ 402.00 |
| E-7 | \$ 330.00 | RS-7 | \$ 457.00 |
| Planners | | Environmental Specialists | |
| P-1 | \$ 153.00 | ES-1 | \$ 102.00 |
| P-2 | \$ 192.00 | ES-2 | \$ 135.00 |
| P-3 | \$ 239.00 | ES-3 | \$ 164.00 |
| P-4 | \$ 267.00 | ES-4 | \$ 203.00 |
| P-5 | \$ 308.00 | ES-5 | \$ 255.00 |
| Designers | | ES-6 | \$ 311.00 |
| D-1 | \$ 119.00 | ES-7 | \$ 399.00 |
| D-2 | \$ 139.00 | ES-8 | \$ 451.00 |
| D-3 | \$ 166.00 | Project Controls | |
| D-4 | \$ 192.00 | PC-1 | \$ 105.00 |
| Technicians | | PC-2 | \$ 145.00 |
| T-1 | \$ 93.00 | PC-3 | \$ 184.00 |
| T-2 | \$ 127.00 | PC-4 | \$ 236.00 |
| T-3 | \$ 140.00 | PC-5 | \$ 288.00 |
| T-4 | \$ 181.00 | PC-6 | \$ 353.00 |
| Surveyors | | PC-7 | \$ 454.00 |
| S-1 | \$ 63.00 | Administration / Management | |
| S-2 | \$ 75.00 | AM-1 | \$ 74.00 |
| S-3 | \$ 114.00 | AM-2 | \$ 99.00 |
| S-4 | \$ 137.00 | AM-3 | \$ 138.00 |
| S-5 | \$ 170.00 | AM-4 | \$ 175.00 |
| S-6 | \$ 193.00 | AM-5 | \$ 216.00 |
| 2-Man Crew (Survey) | \$ 216.00 | AM-6 | \$ 265.00 |
| 3-Man Crew (Survey) | \$ 270.00 | AM-7 | \$ 320.00 |
| 2-Man Crew (GPS Survey) | \$ 236.00 | M-1 | \$ 510.00 |
| 3-Man Crew (GPS Survey) | \$ 290.00 | | |
| Construction Observation | | | |
| C-1 | \$ 113.00 | | |
| C-2 | \$ 145.00 | | |
| C-3 | \$ 176.00 | | |
| C-4 | \$ 192.00 | | |
| C-5 | \$ 259.00 | | |

**AGREEMENT BETWEEN
CITY OF BEL AIRE and
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2024, by and between **City of Bel Aire** (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

53rd Street from Woodlawn to Oliver Construction Inspection (hereinafter collectively called the "Project").

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

**SECTION 2
ADDITIONAL SERVICES OF TRANSYSTEMS**

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may identified on Exhibit A, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all

contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and from and against any damages, liabilities or costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. In Exhibit A an estimated date for the completion of the Basic Services is provided, such estimated date shall be the date on which it is estimated, but not guaranteed, that the Basic Services will be completed by TRANSYSTEMS (the "Completion Date"). If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed. For purposes hereof, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' then current Schedule of Rates and Expenses.

Section 5.3 TransSystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon TRANSYSTEMS' estimate of the proportion of the total services actually completed at the time of billing. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Interest, Suspension of Services. If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.5 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of

the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.2.1 Ownership of Documents. TRANSYSTEMS will provide Client a copy of all documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS, including but not limited to Drawings, Specifications, Prints, Reproductions, and Plans, which will become the property of Client, provided that TRANSYSTEMS' copyrighted instruments will remain in the ownership of TRANSYSTEMS if Client, at TRANSYSTEMS's sole discretion, may so identify them by appropriate markings. If TRANSYSTEMS is paid in full for its Professional Services, then Client may subsequently reuse these final documents without any additional compensation or agreement of TRANSYSTEMS. However, such reuse without writing verification or adaption by TRANSYSTEMS for the specific purpose intended by Client will be at City's sole risk without liability or legal exposure to TRANSYSTEMS. Client does not take any responsibility for the reuse of documents by others.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
Worker's Compensation Statutory
Employer's Liability
\$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
\$1,000,000 - per occurrence
\$2,000,000 - annual aggregate
\$2,000,000 - product / completed operations per occurrence
\$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
\$1,000,000 - per occurrence
\$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit A, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit A. CLIENT will furnish

TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under all coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.7 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the total compensation received by TRANSYSTEMS under this Agreement or the limits of any professional liability requirements set forth in Section 7.6.1(e) whichever is less.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Deleted.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Schedule and Design Fee

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Deleted.

Section 8.6 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Kansas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Sedgwick County, Kansas, or the United States District Court for the District of Kansas, sitting in Wichita, Kansas.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject

TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.7 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.9 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.10 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

City of Bel Aire

7651 E. Central Park Ave
Bel Aire, KS 67226

Attention: Mr. Ty Lasher

If to TRANSYSTEMS:

TranSystems Corporation

245 N. Waco, Ste 222
Wichita, KS 67202

Attention: Mr. Brett Letkowski

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.11 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Kansas.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and

executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.12 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.13 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2024.

City of Bel Aire

TranSystems Corporation

By:

Printed Name:
Title:

By: 

Printed Name: Brett A. Letkowski, PE
Title: Senior Vice President

EXHIBIT "A"
Schedule and Design Fee
March 12, 2024

Section XI, Item F.

| EXHIBIT A | | | | |
|--|-------|-------|----------|----------------------|
| Estimate of Construction Engineering Fee | | | | |
| Bel Aire 53rd Street North Reconstruction | | | | |
| Sedgwick County | | | | |
| | | | | |
| | | | | |
| A. Direct Labor | | | | |
| NAME | MULT. | HOURS | HOURLY | COSTS |
| Clint Hamblin | 1 | 133 | \$ 51.32 | \$ 6,826.09 |
| Samuel Wingert | 1 | 1889 | \$ 40.00 | \$ 75,560.00 |
| Corbin Klien | 1 | 80 | \$ 35.99 | \$ 2,879.52 |
| | | | | |
| A. Total Direct Labor | | | | \$ 85,265.61 |
| B. Overhead (117.37%) | | | | \$ 100,076.25 |
| C. Total Payroll Plus Overhead (A+B) | | | | \$ 185,341.86 |
| D. Net Fee | | | | \$ 22,241.02 |
| E. Total Direct Labor. Overhead. And Net Fee (C+D) | | | | \$ 207,582.88 |
| F. Direct Expenses | | | | \$ 7,416.90 |
| Mileage (11094 miles @ 0.67/mile) | | | | \$ 7,416.90 |
| | | | | \$ - |
| TOTAL COST PLUS NET FEE | | | | \$ 214,999.78 |
| | | | | |
| | | | | |
| | | | | |
| Assumptions: | | | | |
| 1. Project will let in February 2024 and have an estimated start of March 18th | | | | |
| Contract estimated for Kansas Paving proposed schedule of 139 working days | | | | |
| 20 days for Clean up days per Specification 108.4 as requested | | | | |
| 2. The contractor will work up to 5 days a week at 10 hours per day. | | | | |
| 3. Including an additional 5 days for weather and to cover inspection of seeding and permanent pavement marking warranty period. | | | | |
| 4. Mileage is based on a round trip from the Wichita Office to project site and includes round trip miles to the KDOT in Wichita for project coordination. | | | | |
| 5. Traffic control for this project will be checked daily when the contractor is working. Random reviews will be performed during nighttime hours and on non-working days. | | | | |
| 6. Transystems will provide full time inspection for the work | | | | |
| 7. Lab testing will be performed by others on separate contract | | | | |
| 8. Any additional work requested that is not specifically addressed in this agreement will be considered outside the scope of these services. | | | | |

AMENDMENT TO
EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT, is made and entered into on this _____ day of _____, 2024 by and between the City of Bel Aire (hereinafter called “City”) and Maria A. Schrock (hereinafter called “Attorney”).

WHEREAS, the parties entered into an Employment Agreement on May 16, 2023 (hereinafter called “Agreement”); and

WHEREAS, pursuant to Section 17a of the Agreement, the City and Attorney, may amend the Agreement at any time by mutual written agreement; and

WHEREAS, the City values the work that Attorney does on behalf of the city, values the time and project management shown by Attorney on work projects, and values the attention, experience, and professional skills that Attorney uses in performing legal services that are needed to pursue the city’s interests and priorities.

THEREFORE, the City and Attorney hereby amend the Agreement between the parties as follows:

1. In lieu of Attorney’s COLA or potential performance bonus in June 2024 (12 month anniversary date), Attorney shall receive a \$10,000 salary increase. It is retroactive to 01/01/24 and will be payable in installments as other city employees are paid, throughout the year of 2024.
2. Attorney’s next annual performance review for COLA and potential performance bonus, will be in January 2025. These will take place annually, during the month of January in subsequent years.
3. Except as amended by this Amendment, the Agreement, continues in full force and effect.

THEREFORE, these above terms are fully incorporated within the Agreement and all future updates or provisions therein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly signed and sealed on this _____ day of _____, 2024.

Jim Benage, Mayor
(City)

Maria A. Schrock, City Attorney
(Attorney)

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS, that on this _____ day of _____, 2024, I, Melissa A. Krehbiel, a Notary Public personally acknowledged the signature of Mr. Jim Benage, Mayor, in the City of Bel Aire, Sedgwick County, Kansas.

Notary Public

My Commission Expires: _____

BE IT KNOWN BY ALL PERSONS, that on this _____ day of _____, 2024, I, Melissa A. Krehbiel, a Notary Public personally acknowledged the signature of Maria A. Schrock, City Attorney, in the City of Bel Aire, Sedgwick County, Kansas.

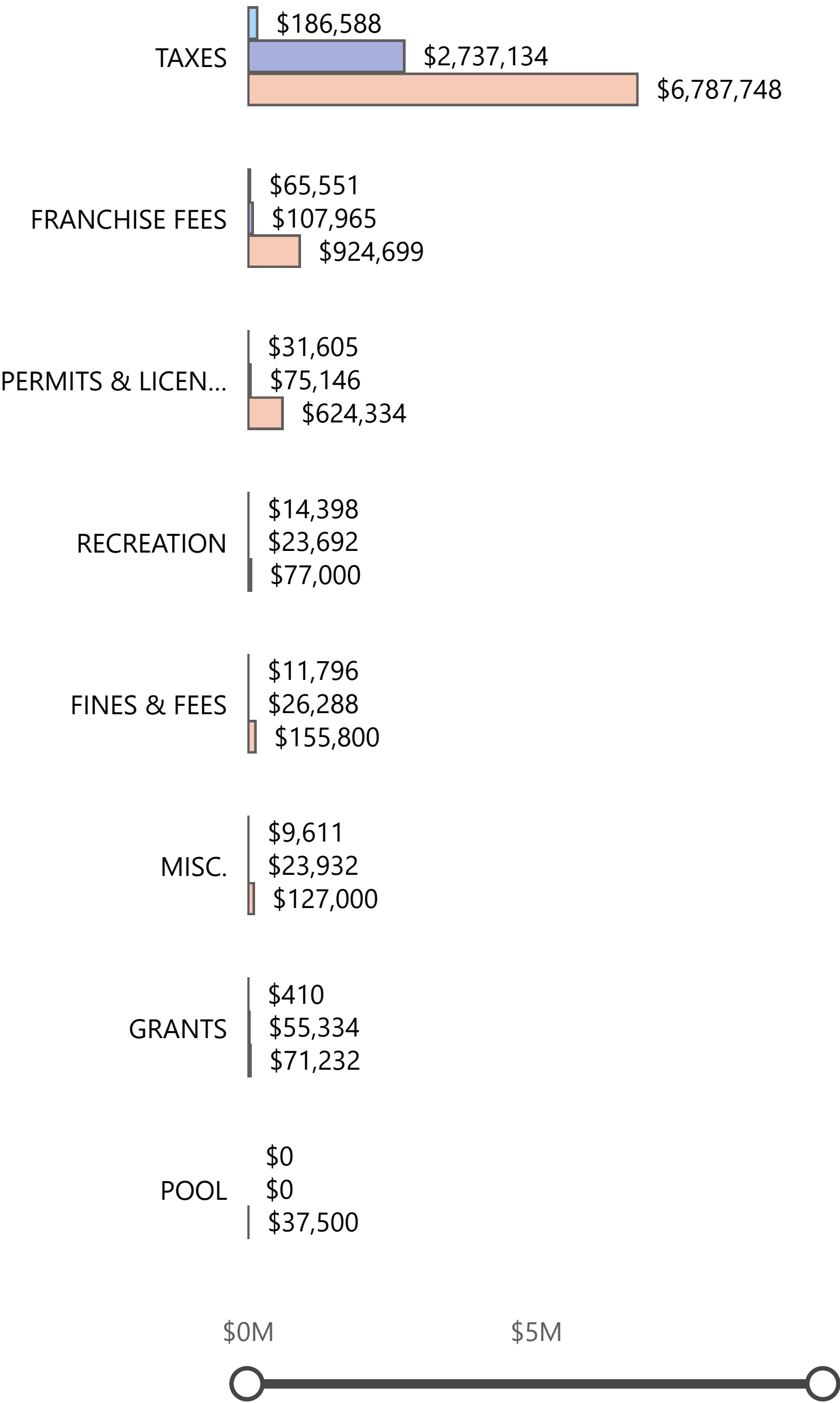
Notary Public

My Commission Expires: _____

February - 2024 Monthly Finance Report - General Fund

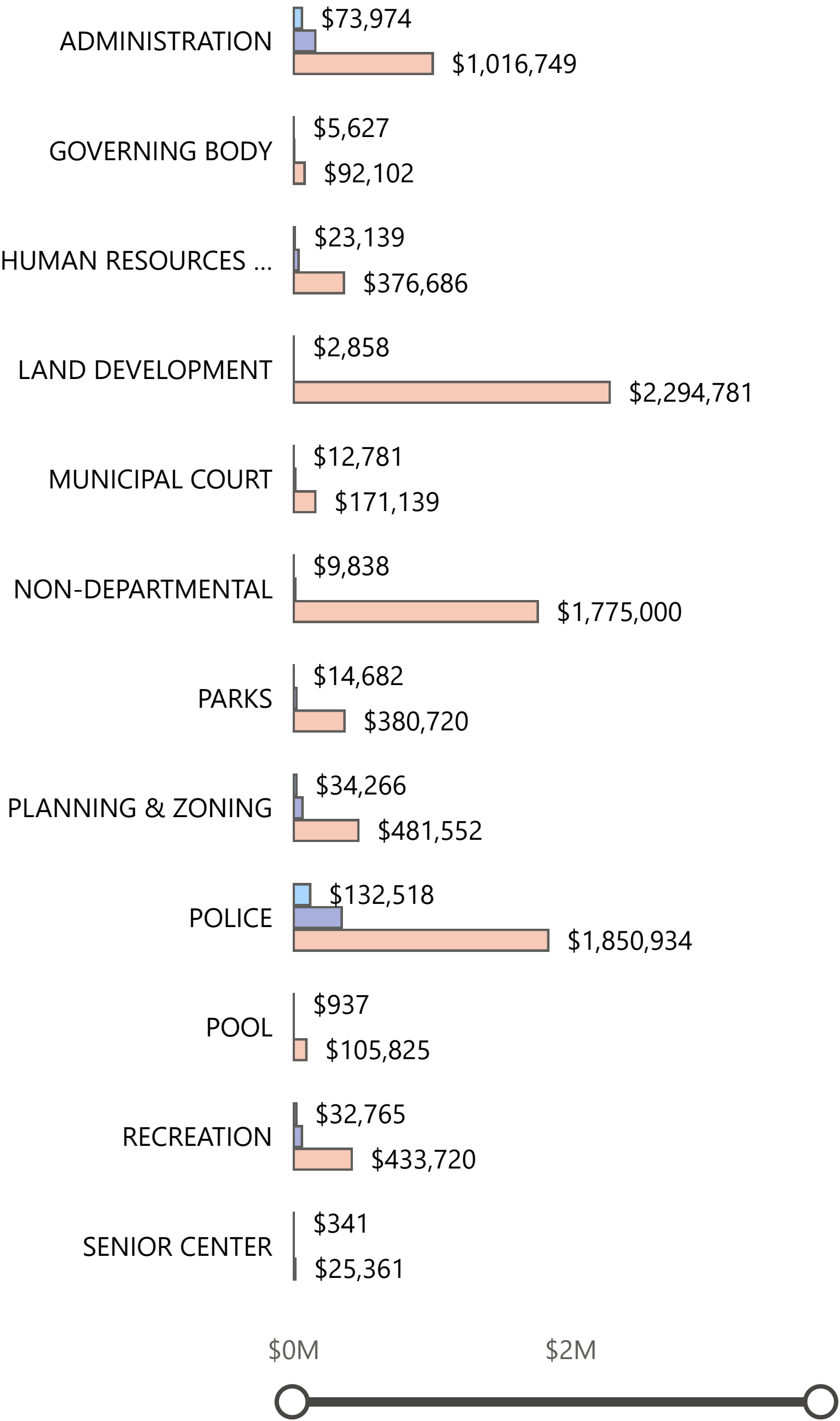
Revenues

MTD YTD FY24 Budget



Expenditures

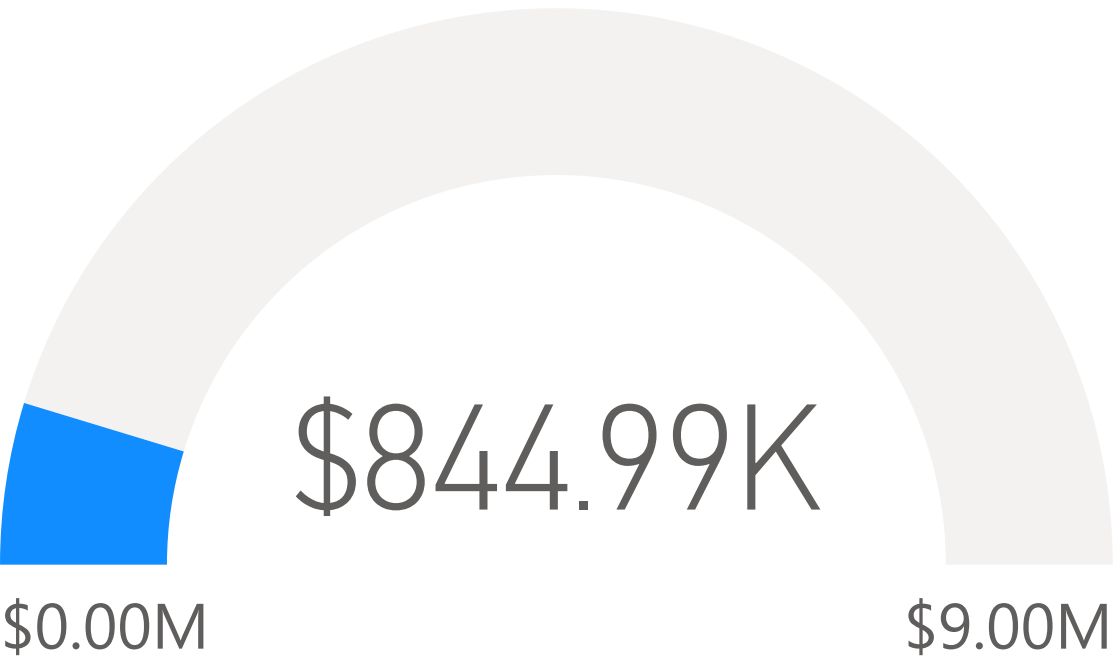
MTD YTD FY24 Budget



YTD/Budgeted Revenues



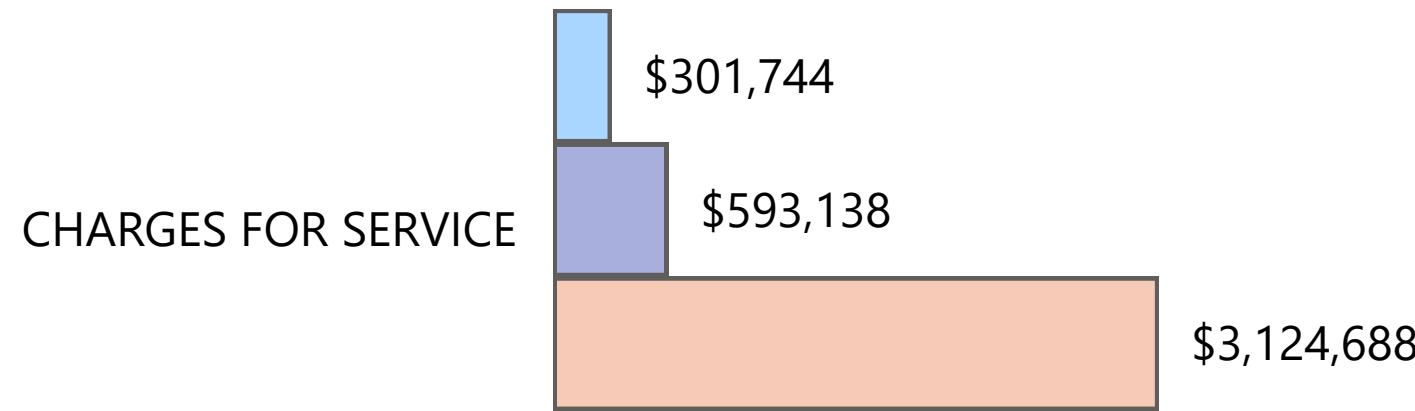
YTD/Budgeted Expenses



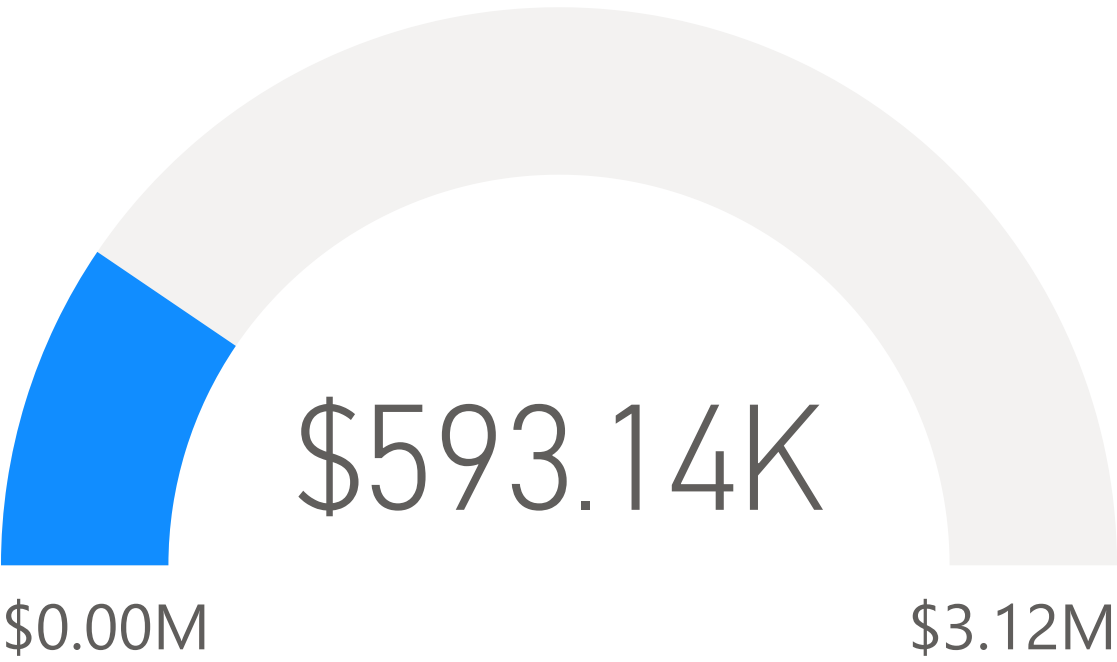
February - 2024 Monthly Finance Report - Sewer Fund

Revenues

MTD YTD FY24 Budget

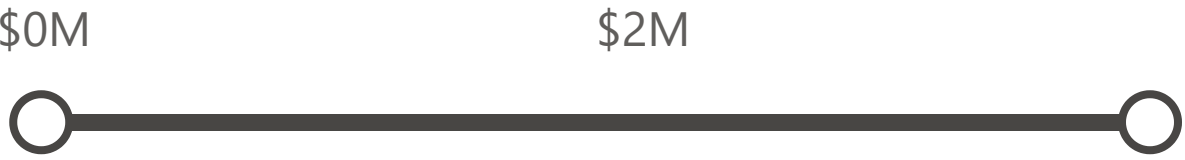
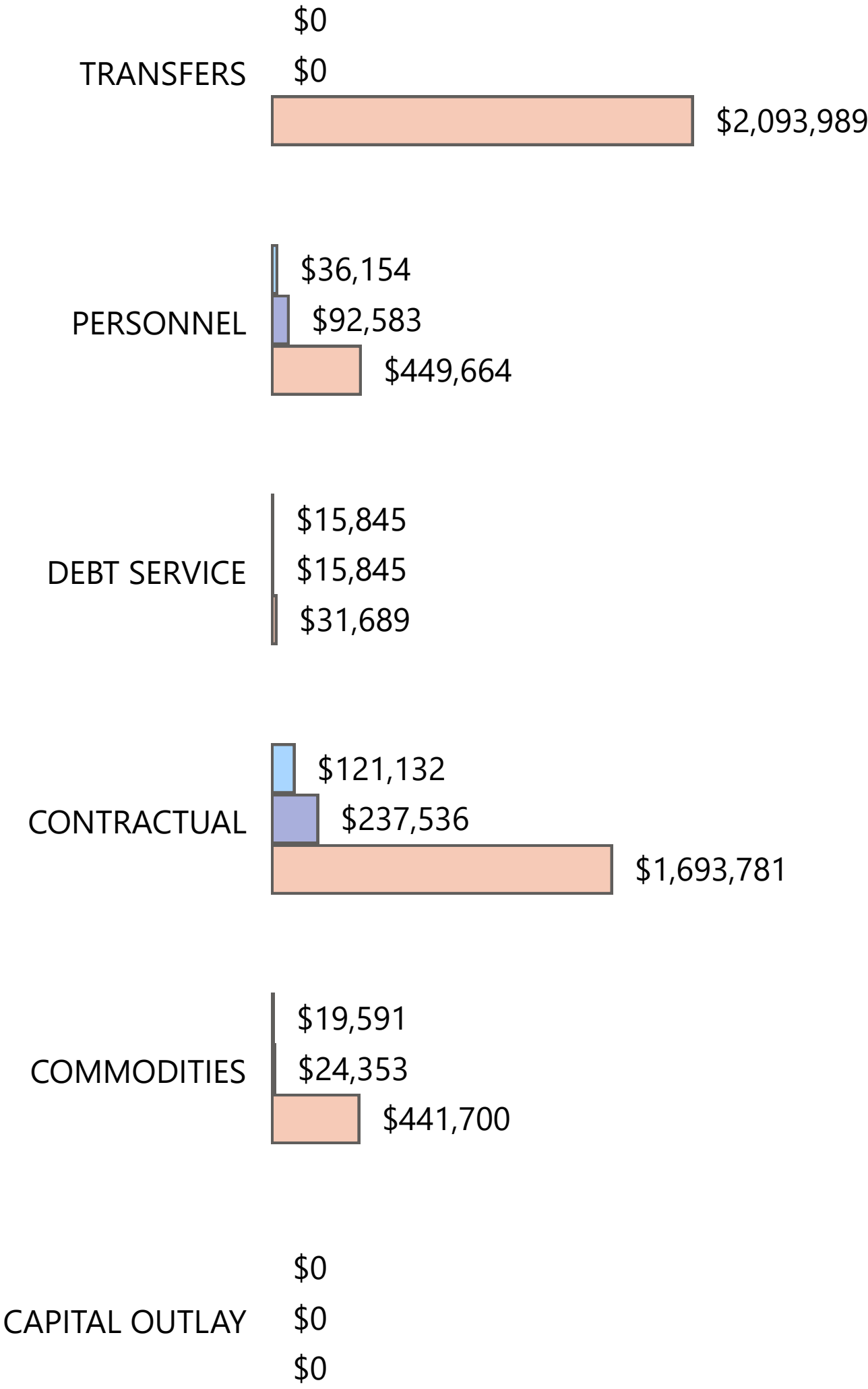


YTD/Budgeted Revenues

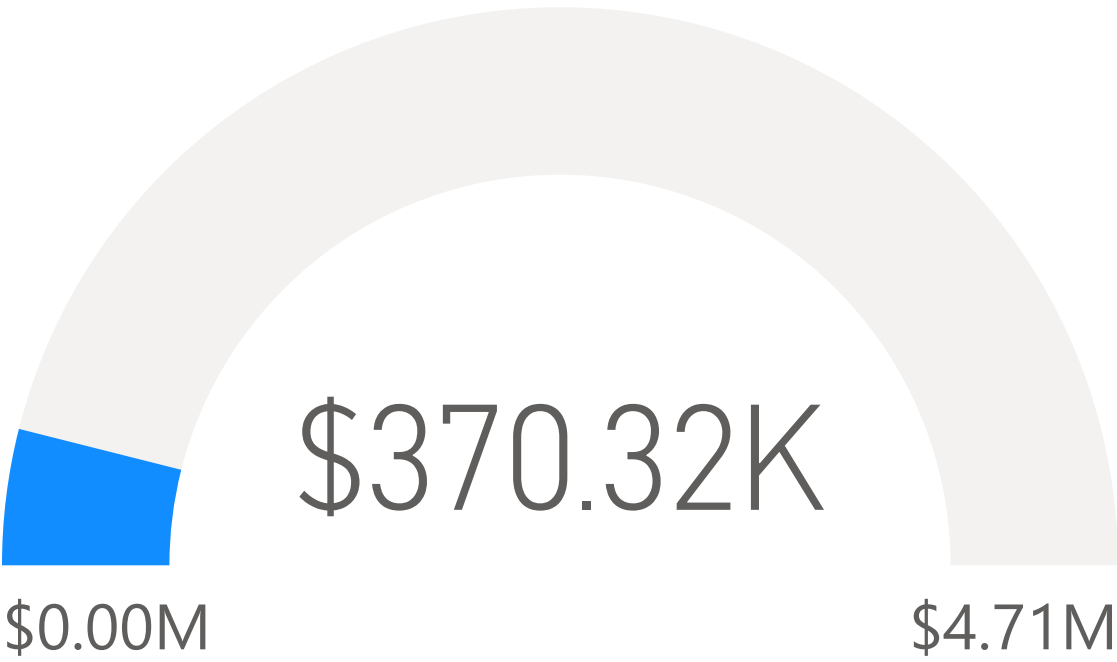


Expenditures

MTD YTD FY24 Budget



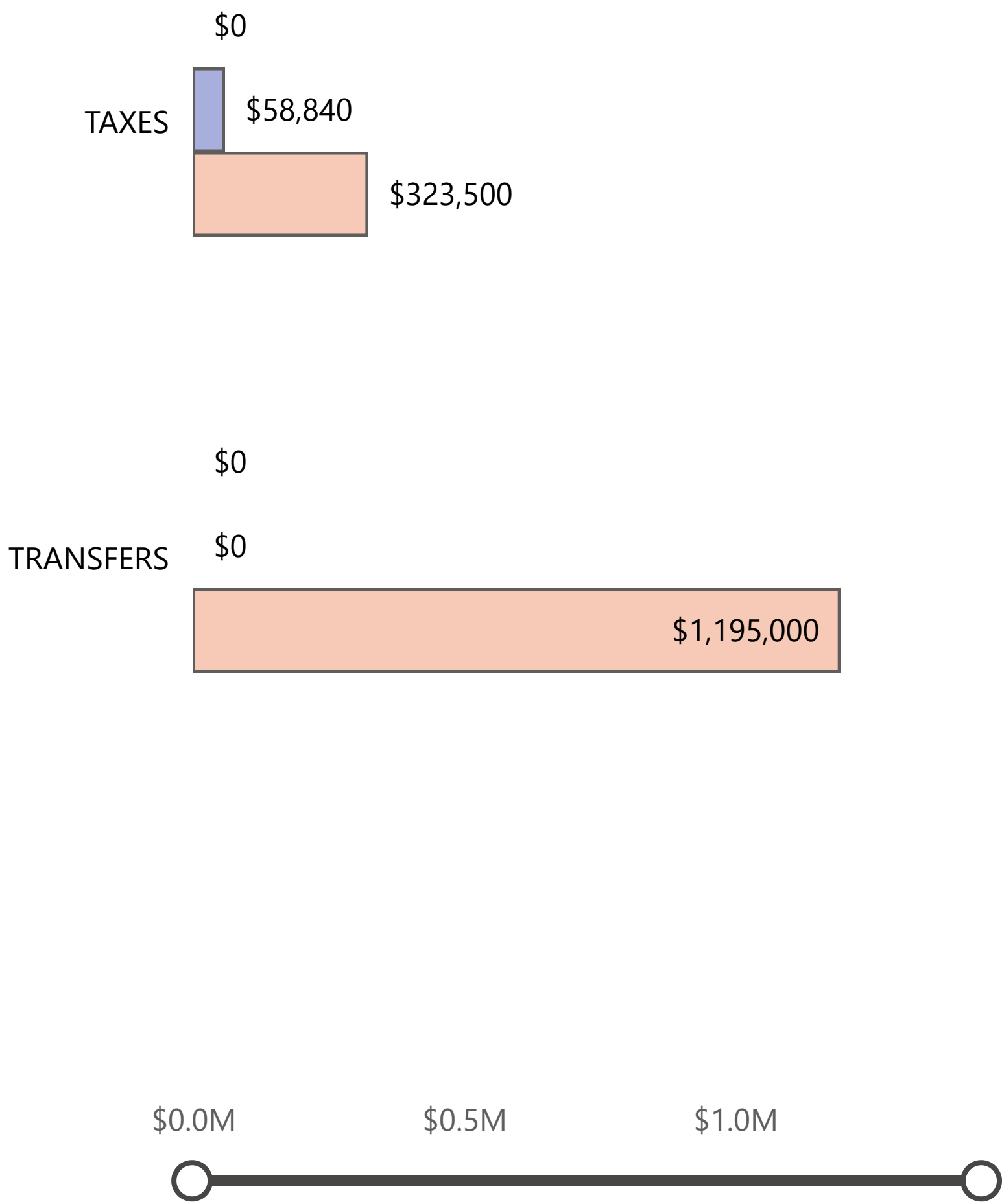
YTD/Budgeted Expenses



February - 2024 Monthly Finance Report - Special Streets and Highway Fund

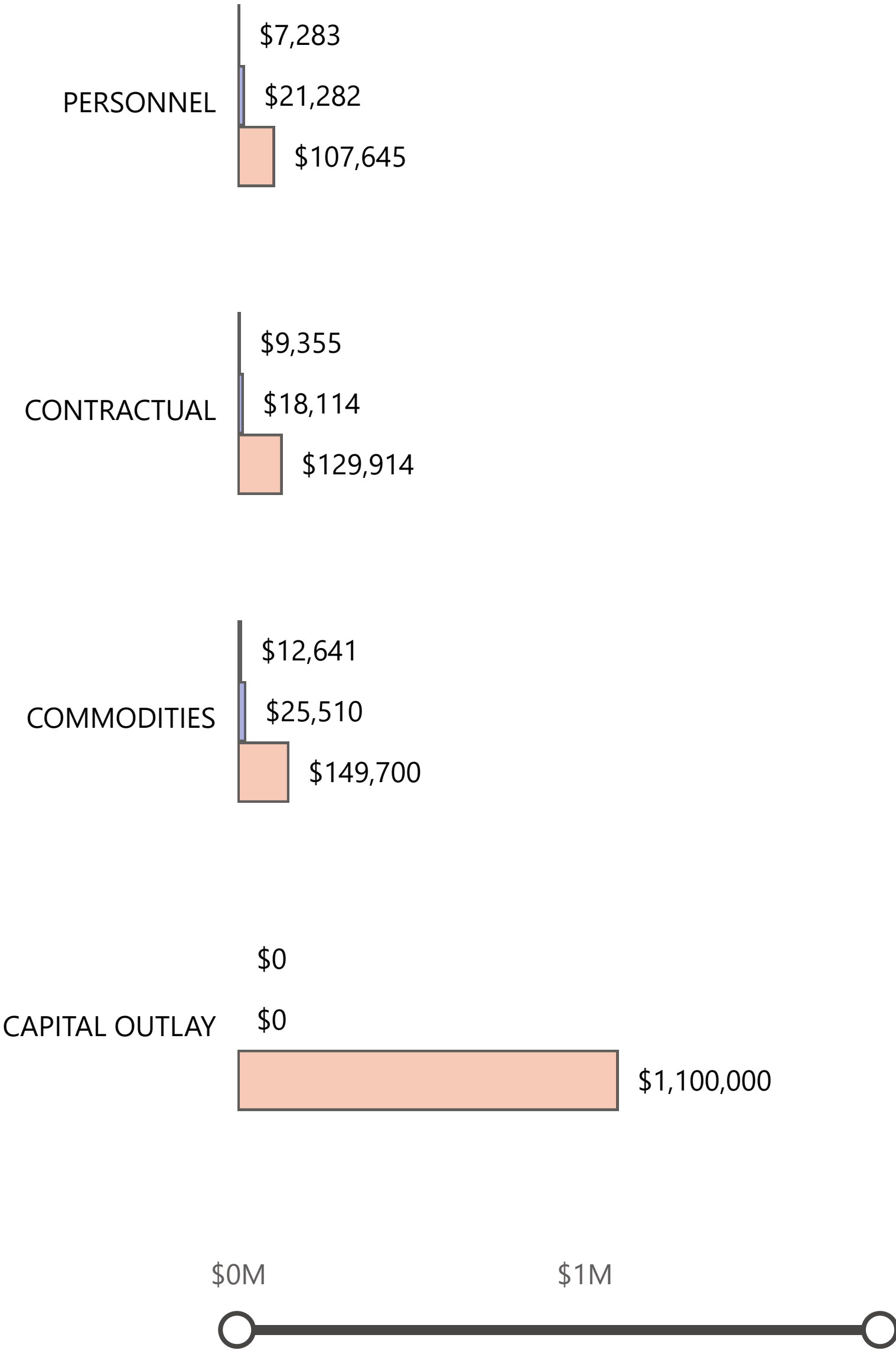
Revenues

MTD YTD FY24 Budget



Expenditures

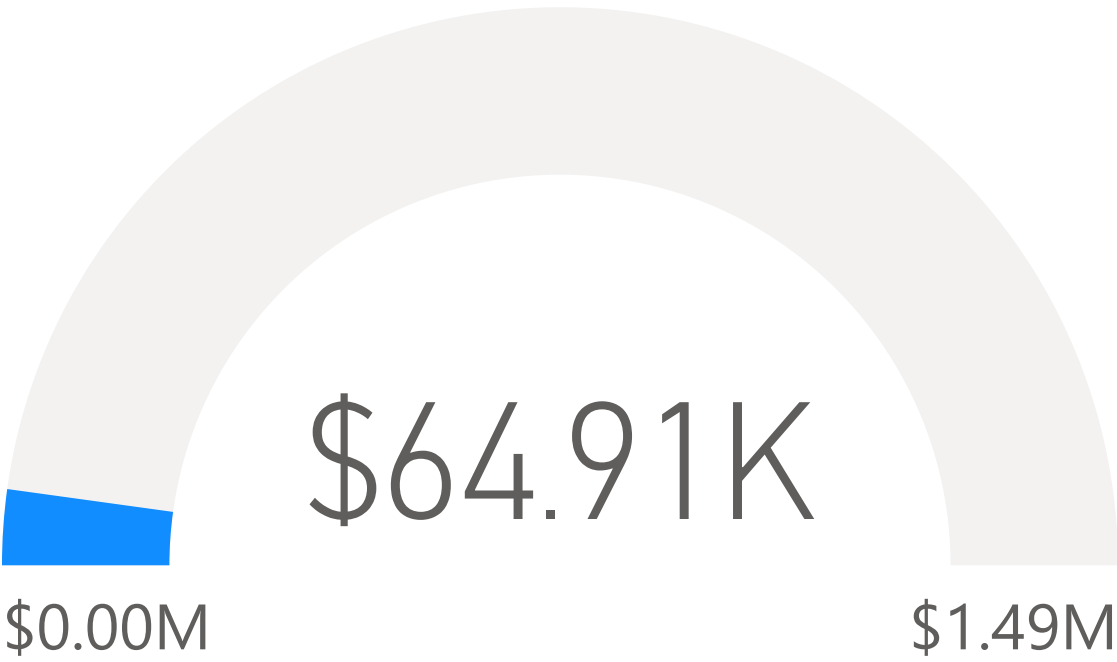
MTD YTD FY24 Budget



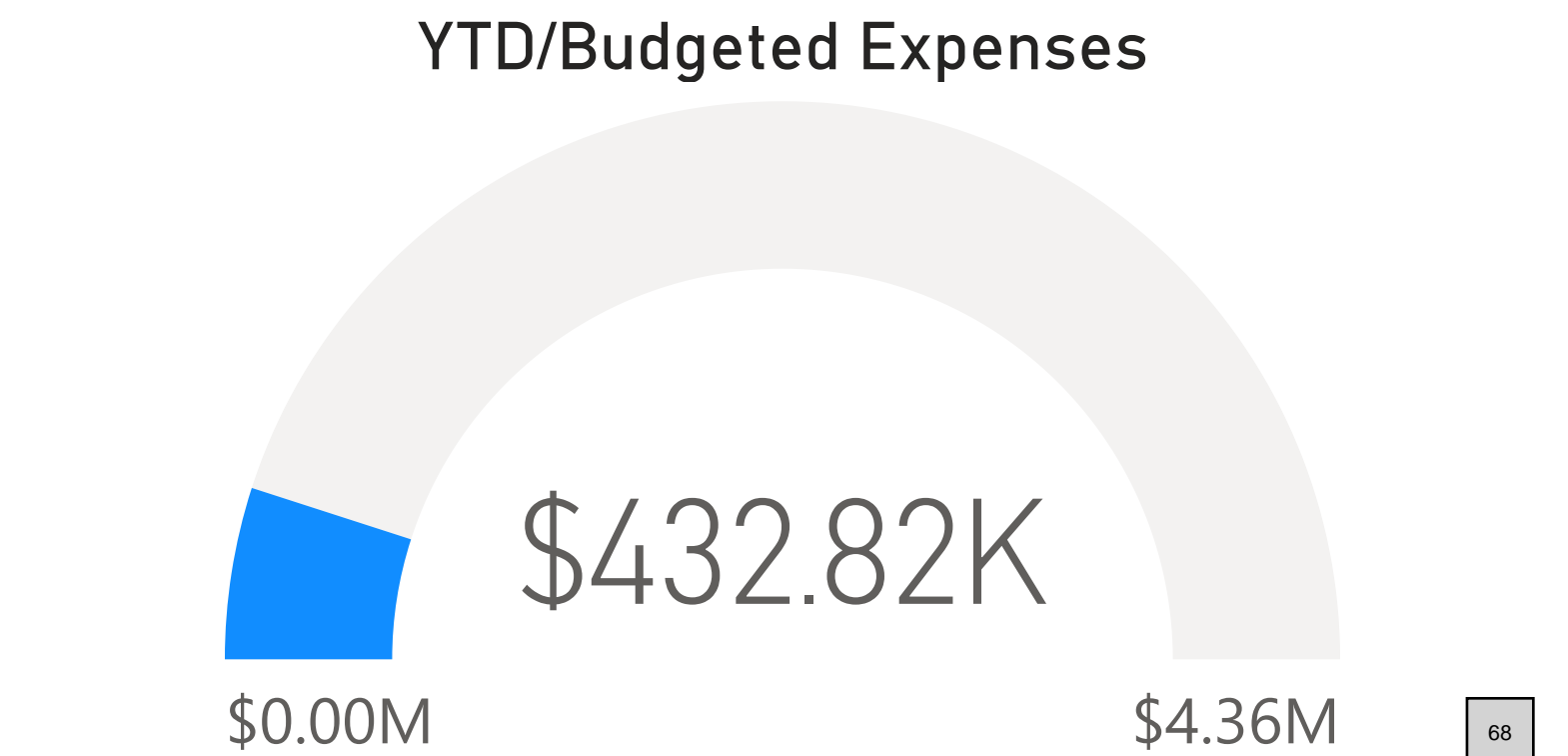
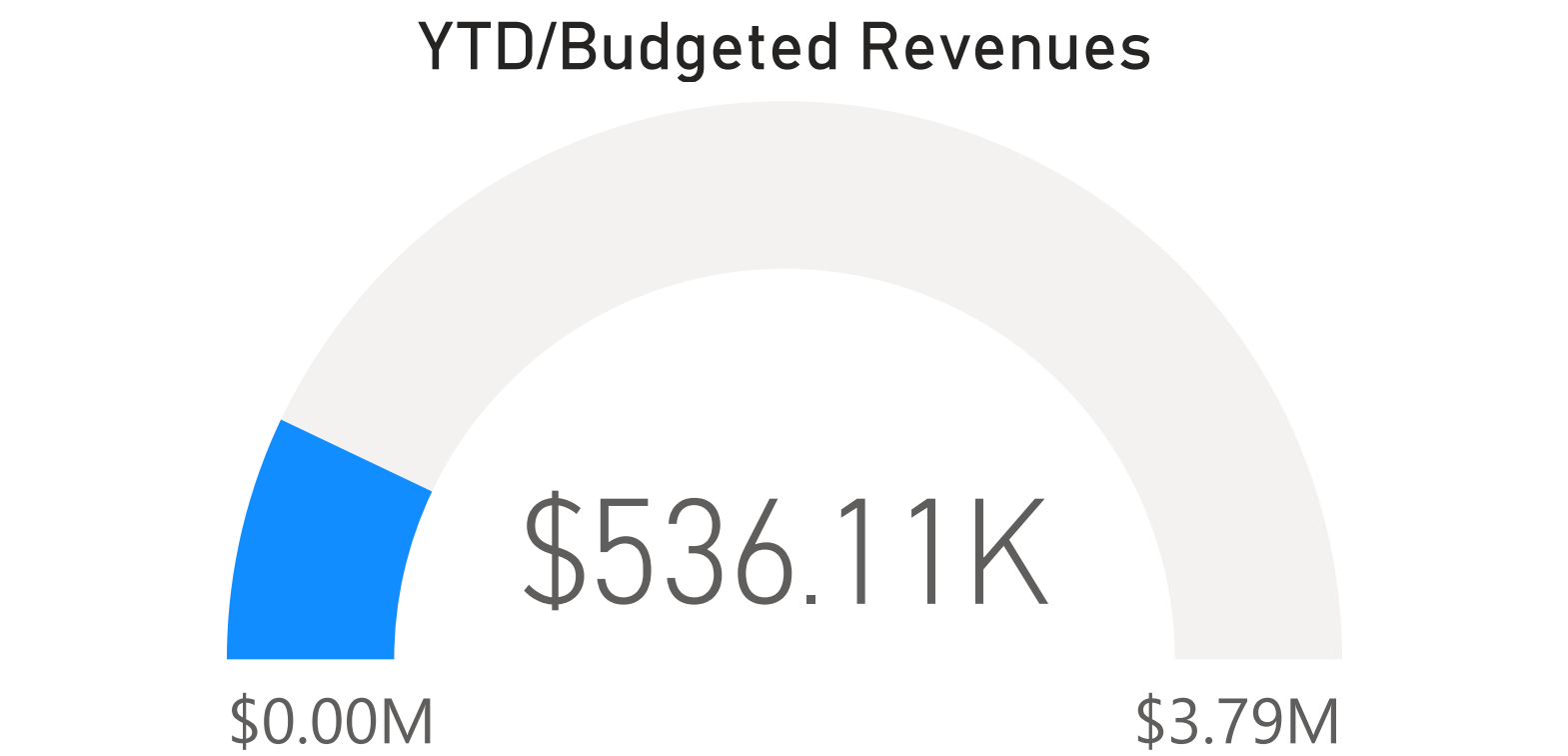
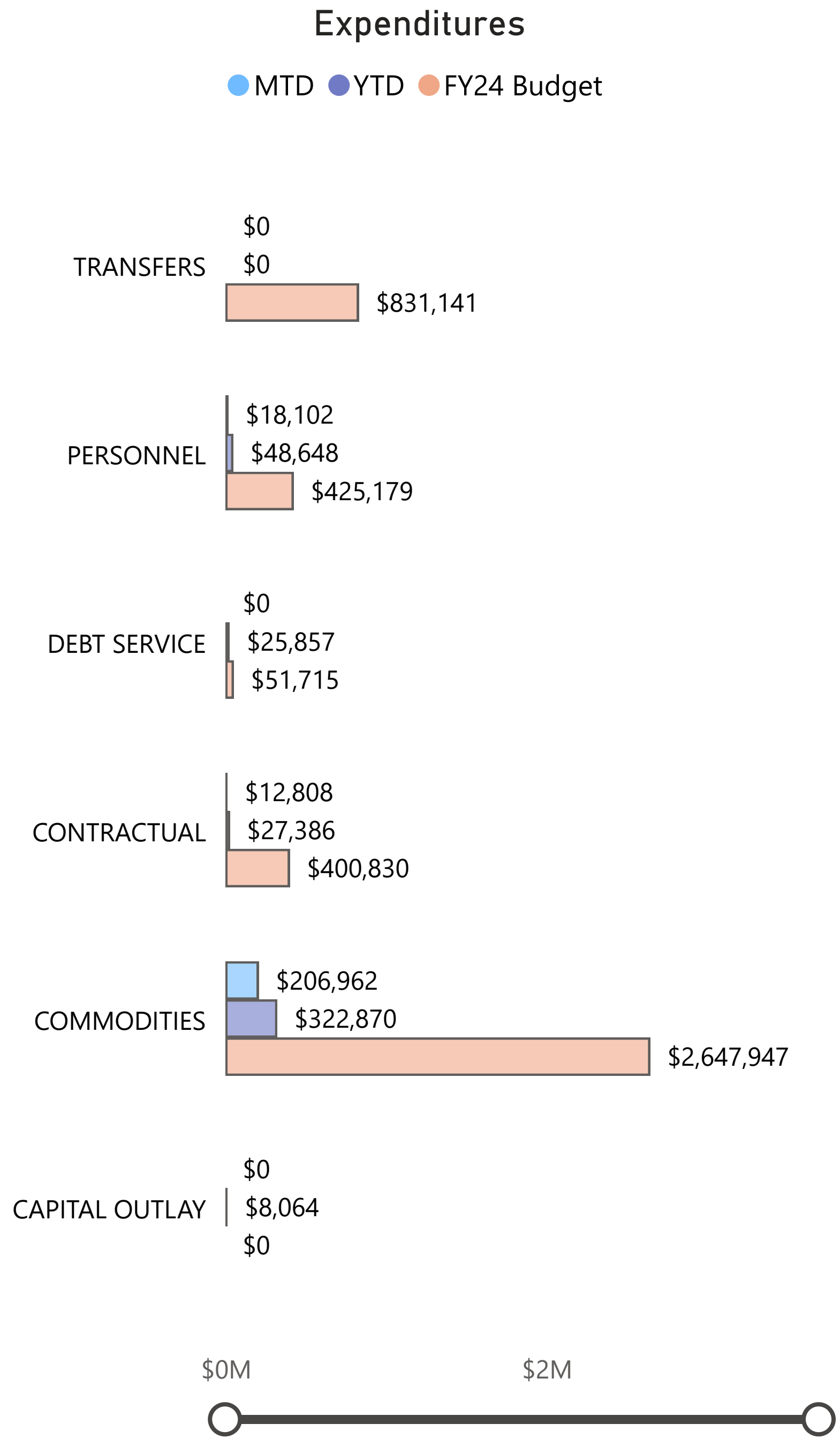
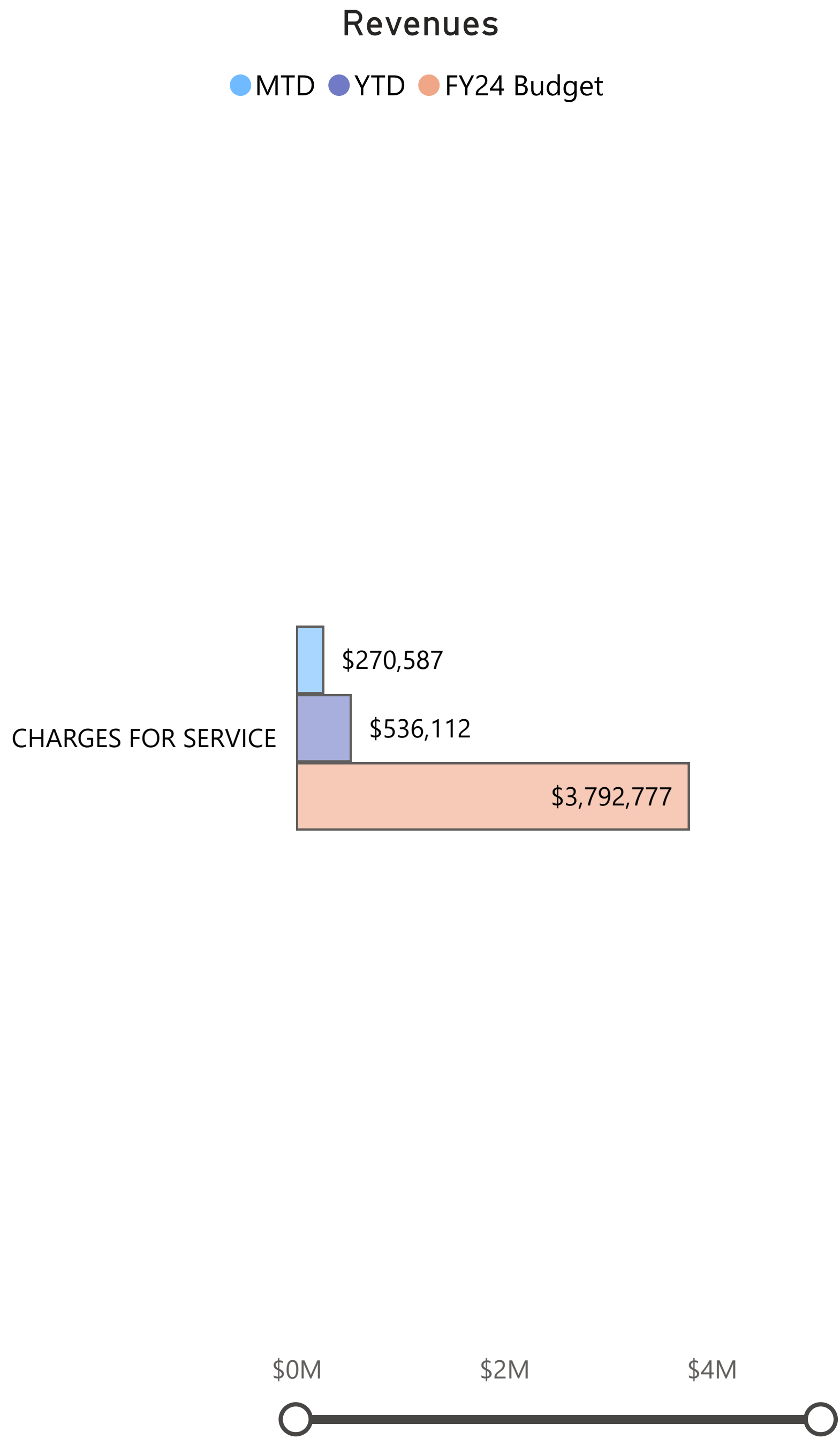
YTD/Budgeted Revenues



YTD/Budgeted Expenses



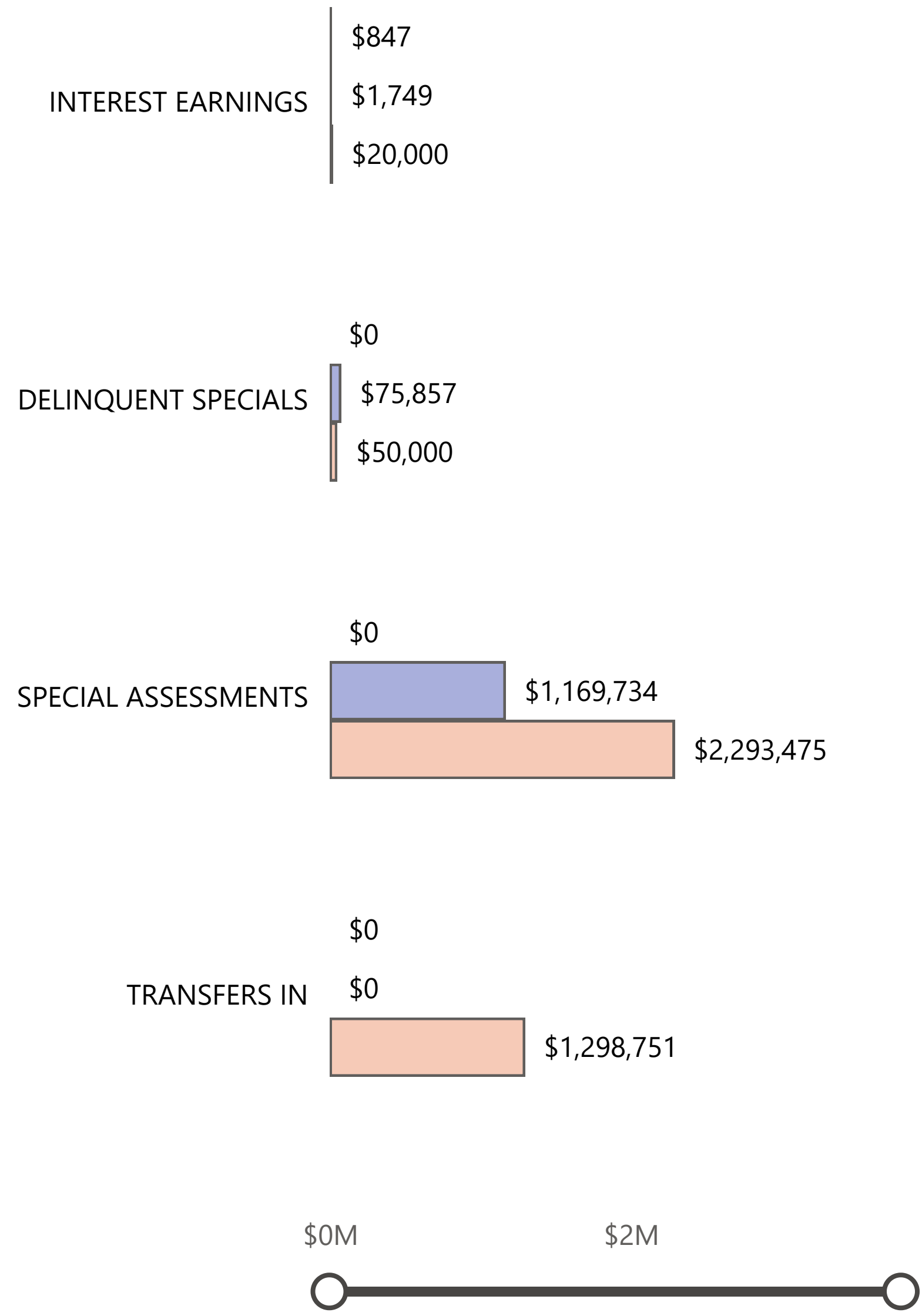
February - 2024 Monthly Finance Report - Water Fund



February - 2024 Monthly Finance Report - Bond and Interest Fund

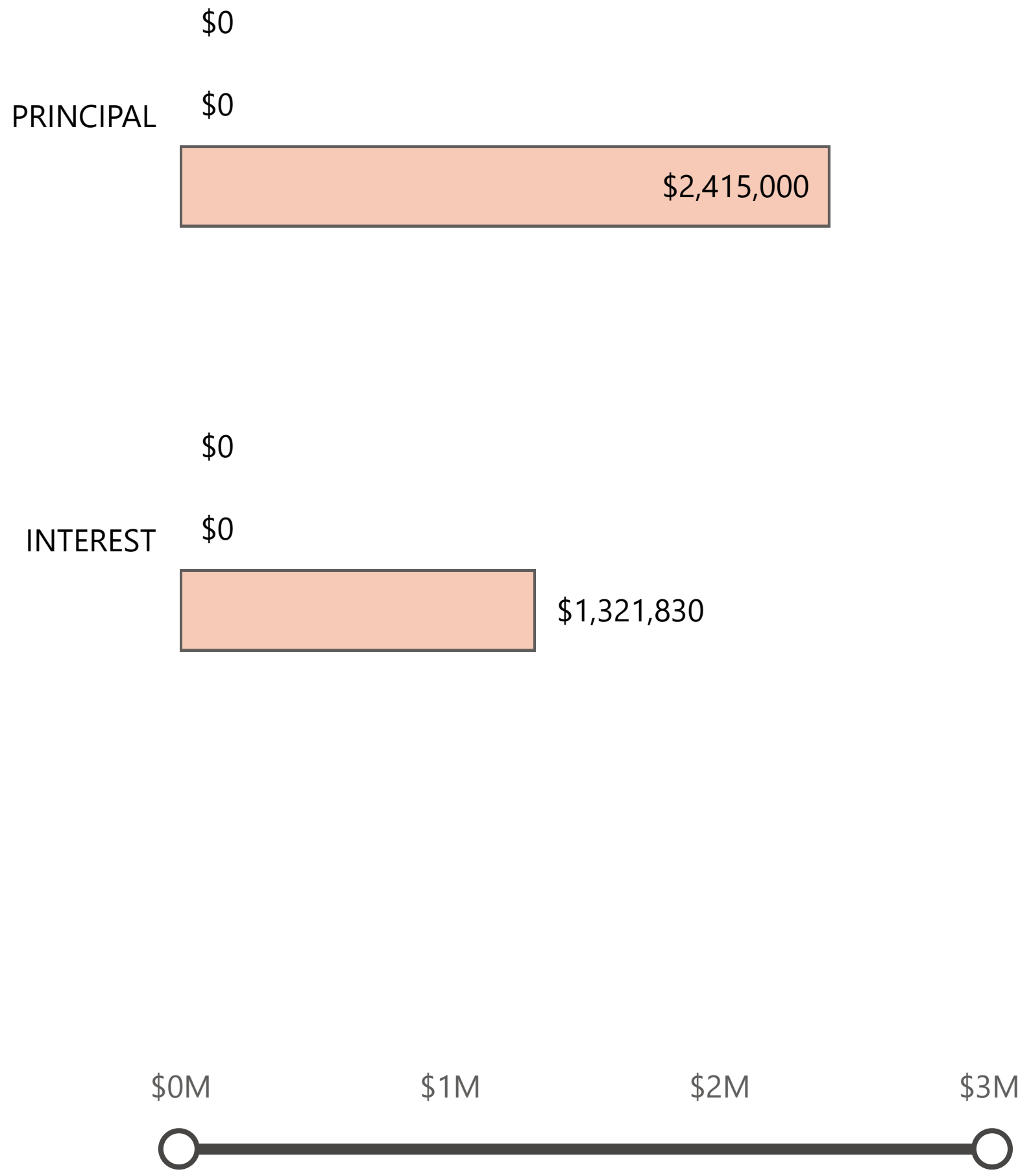
Revenues

MTD YTD FY24 Budget

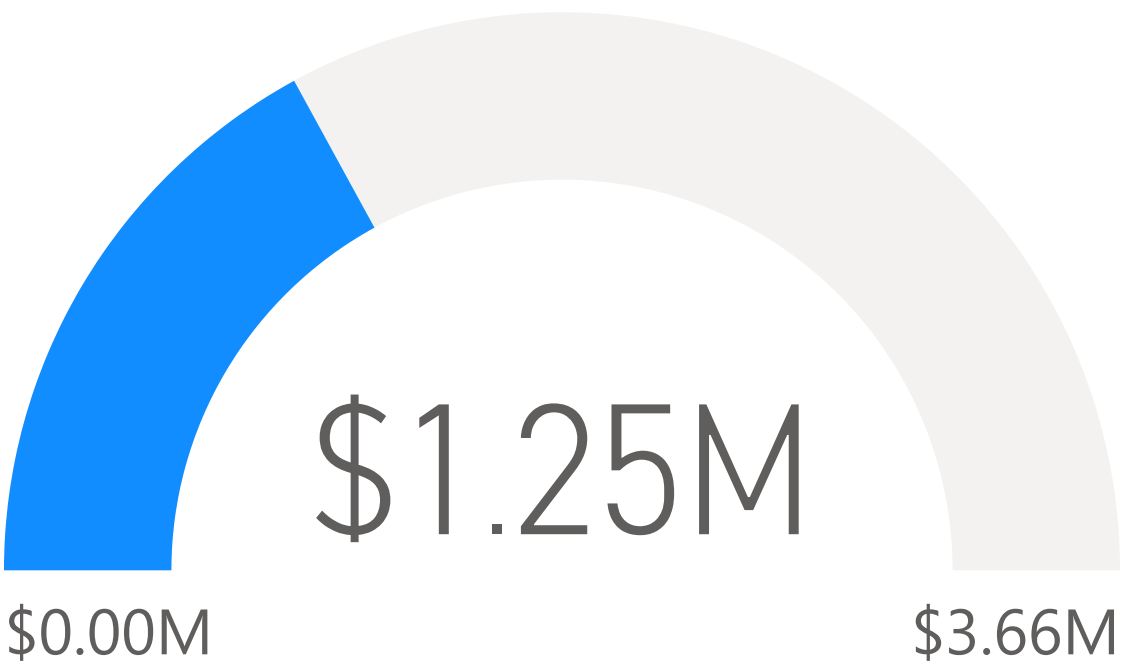


Expenditures

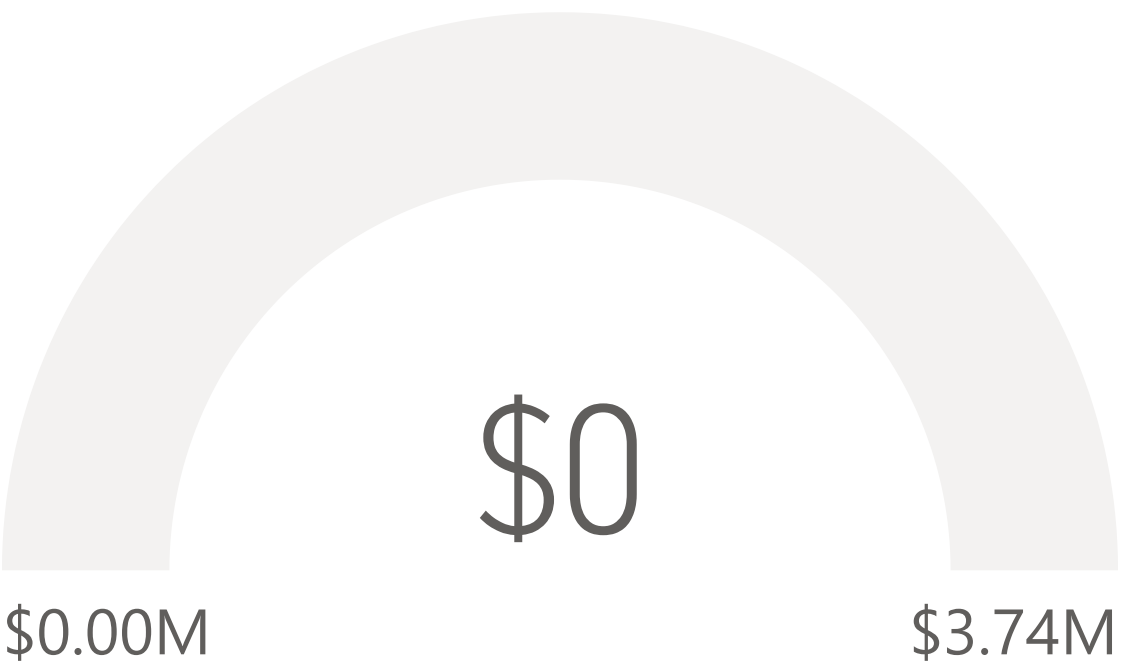
MTD YTD FY24 Budget



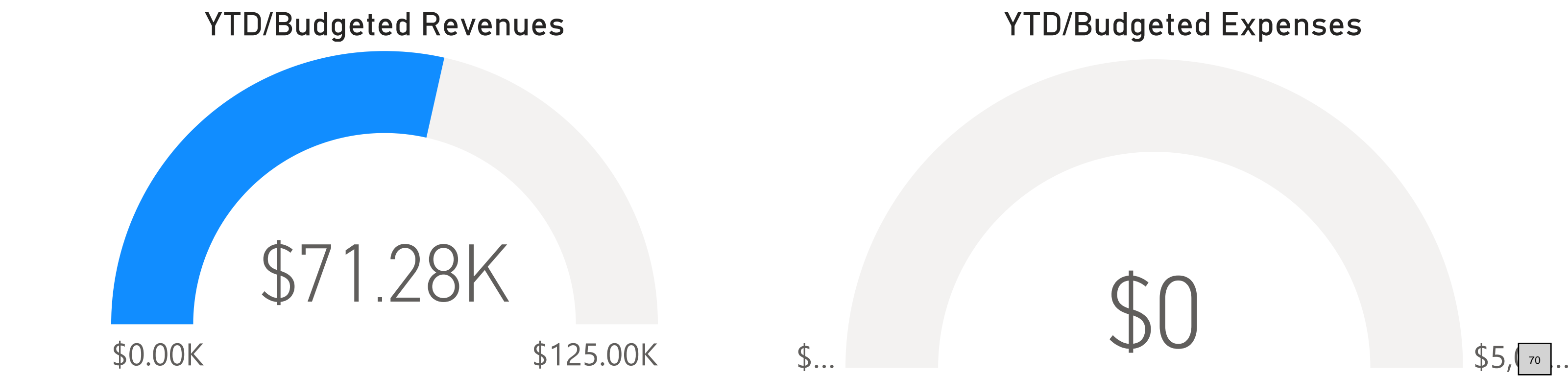
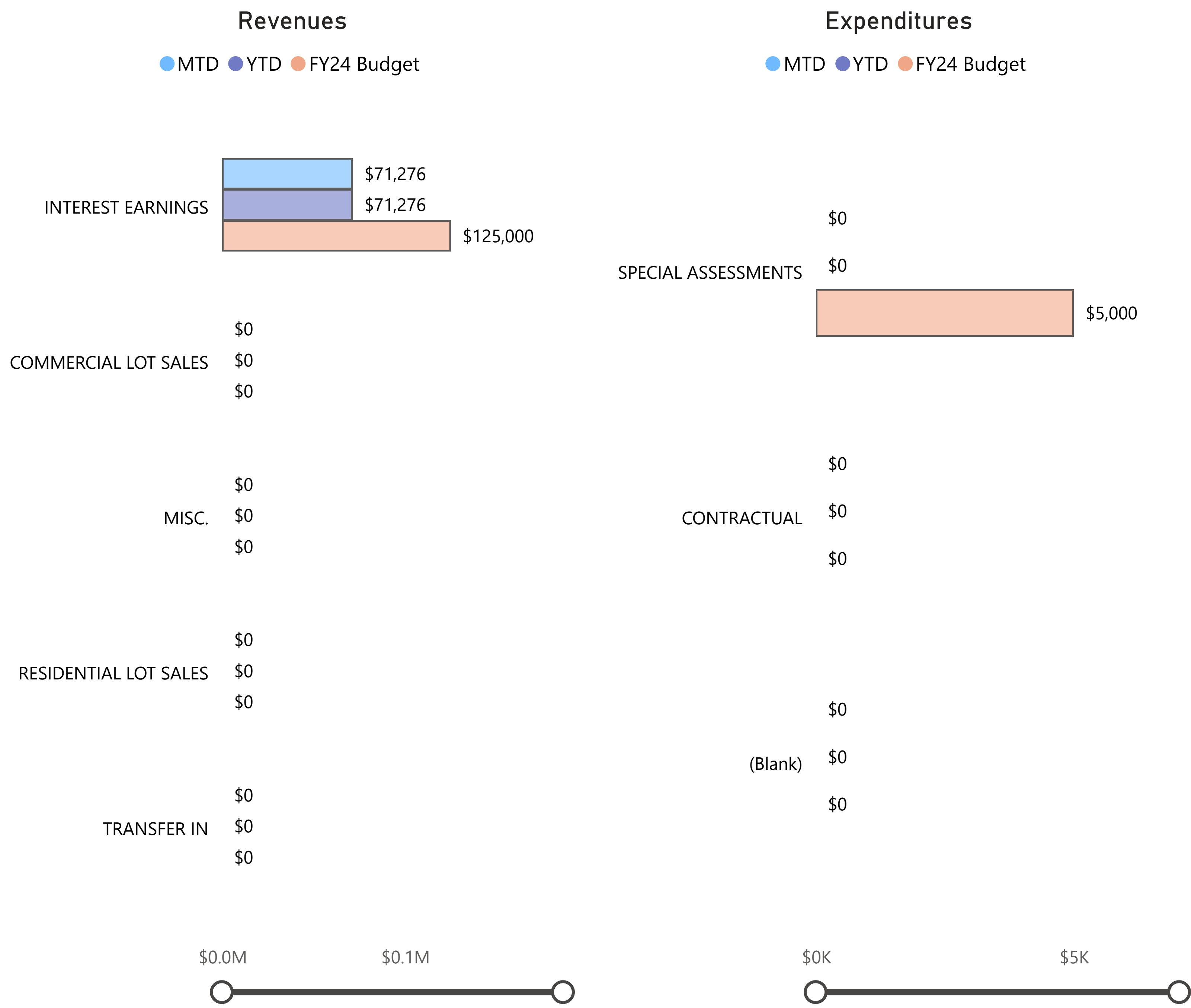
YTD/Budgeted Revenues



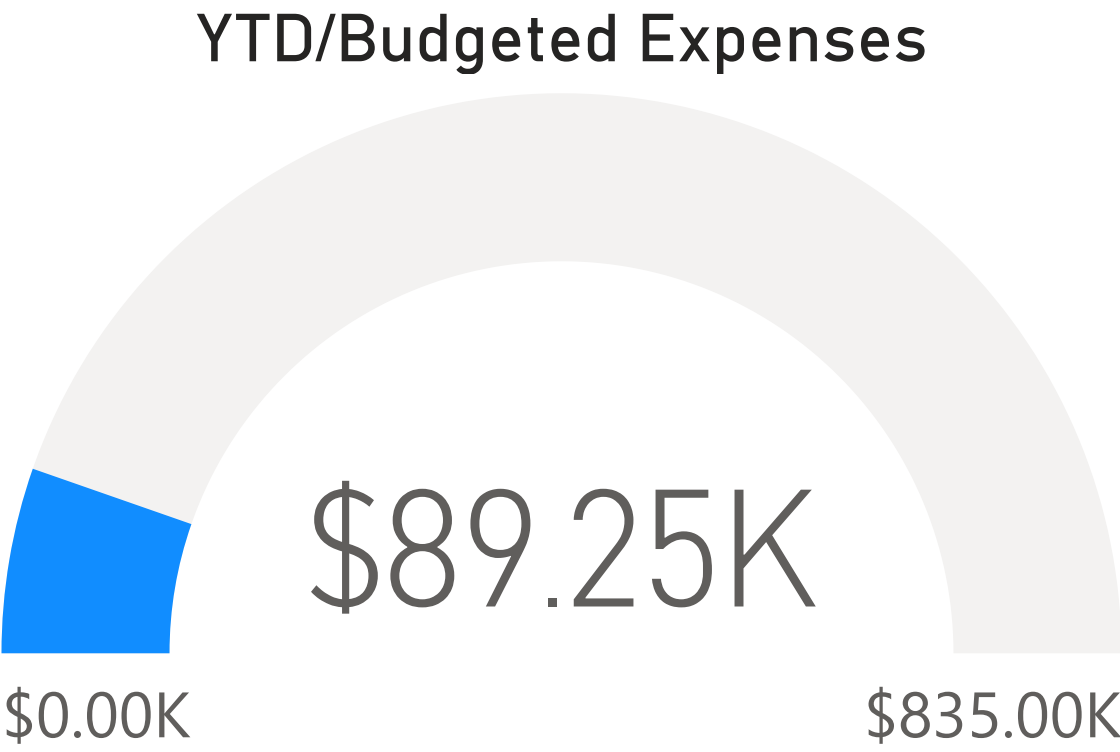
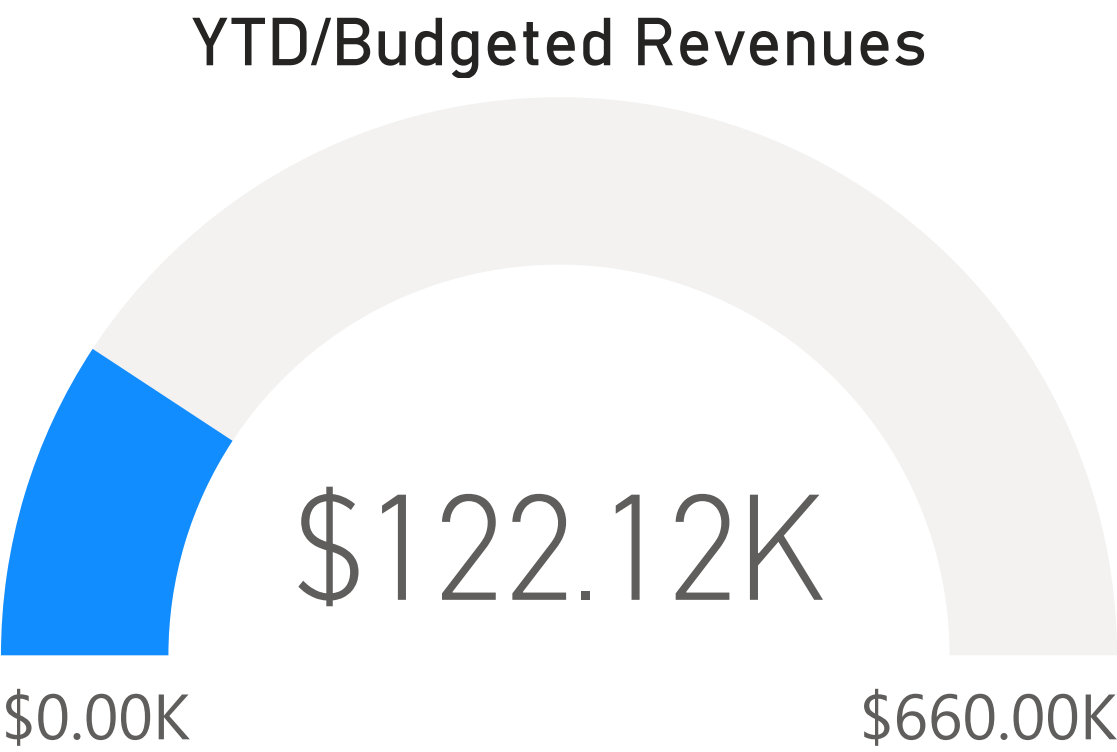
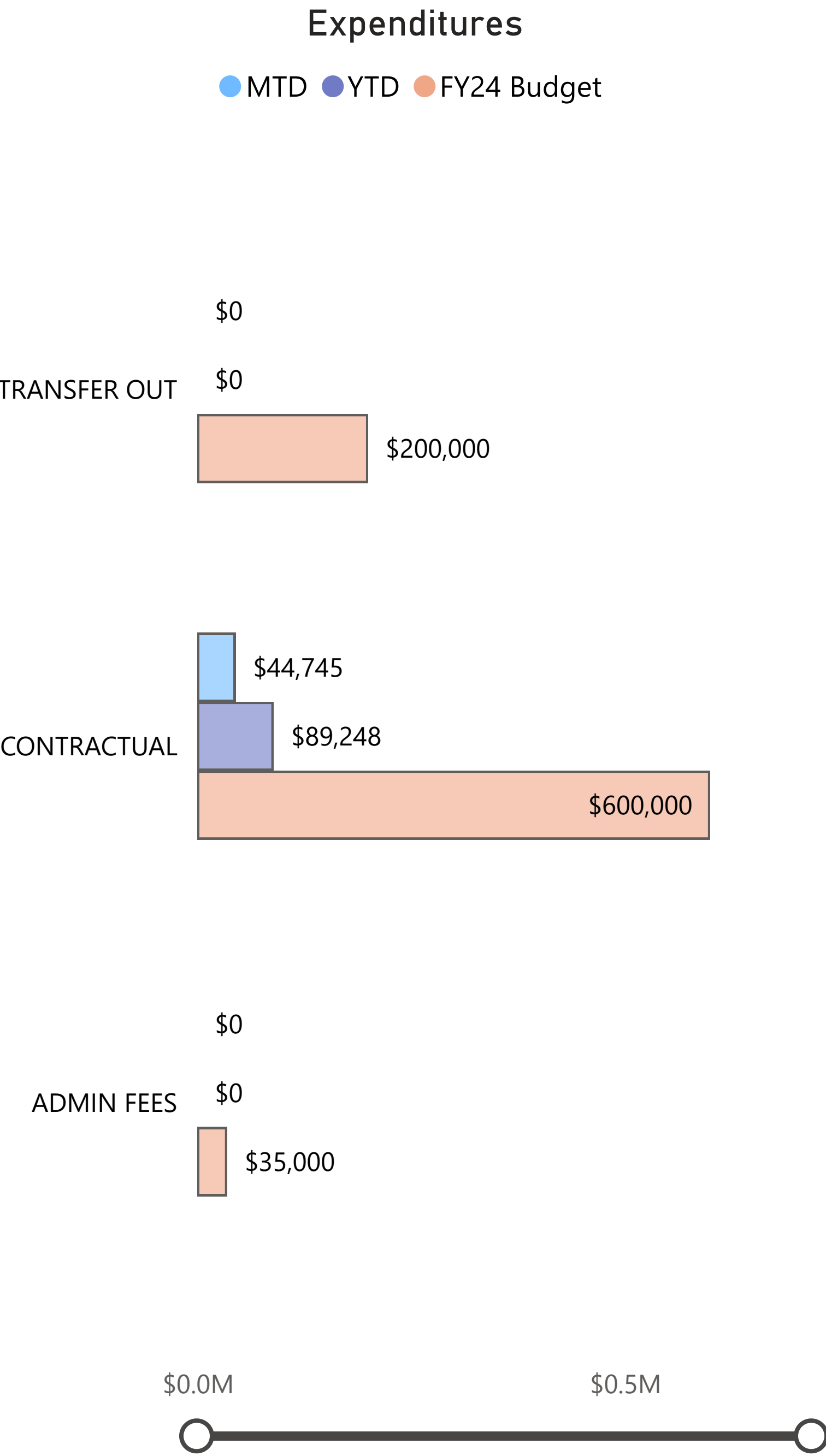
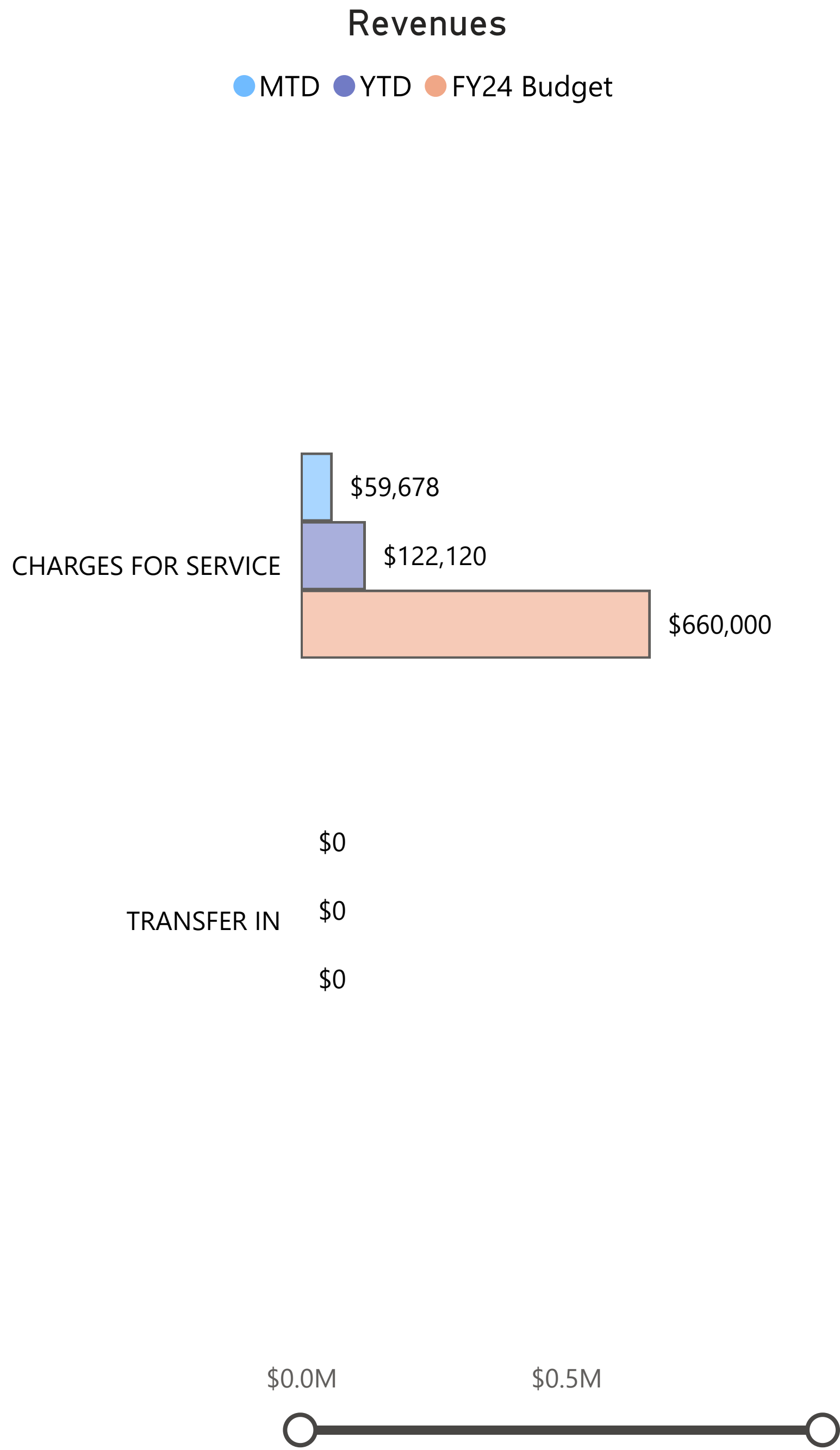
YTD/Budgeted Expenses



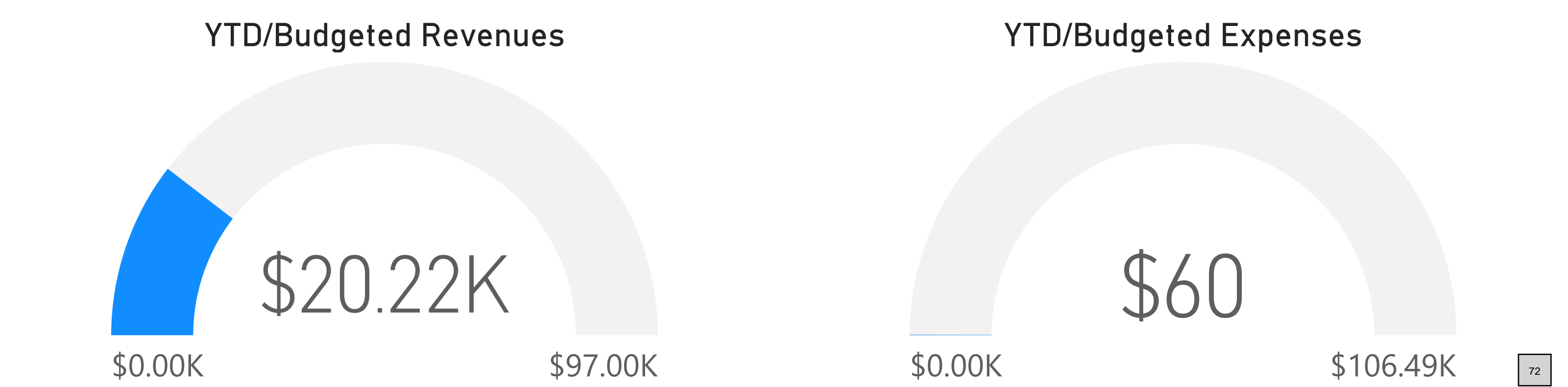
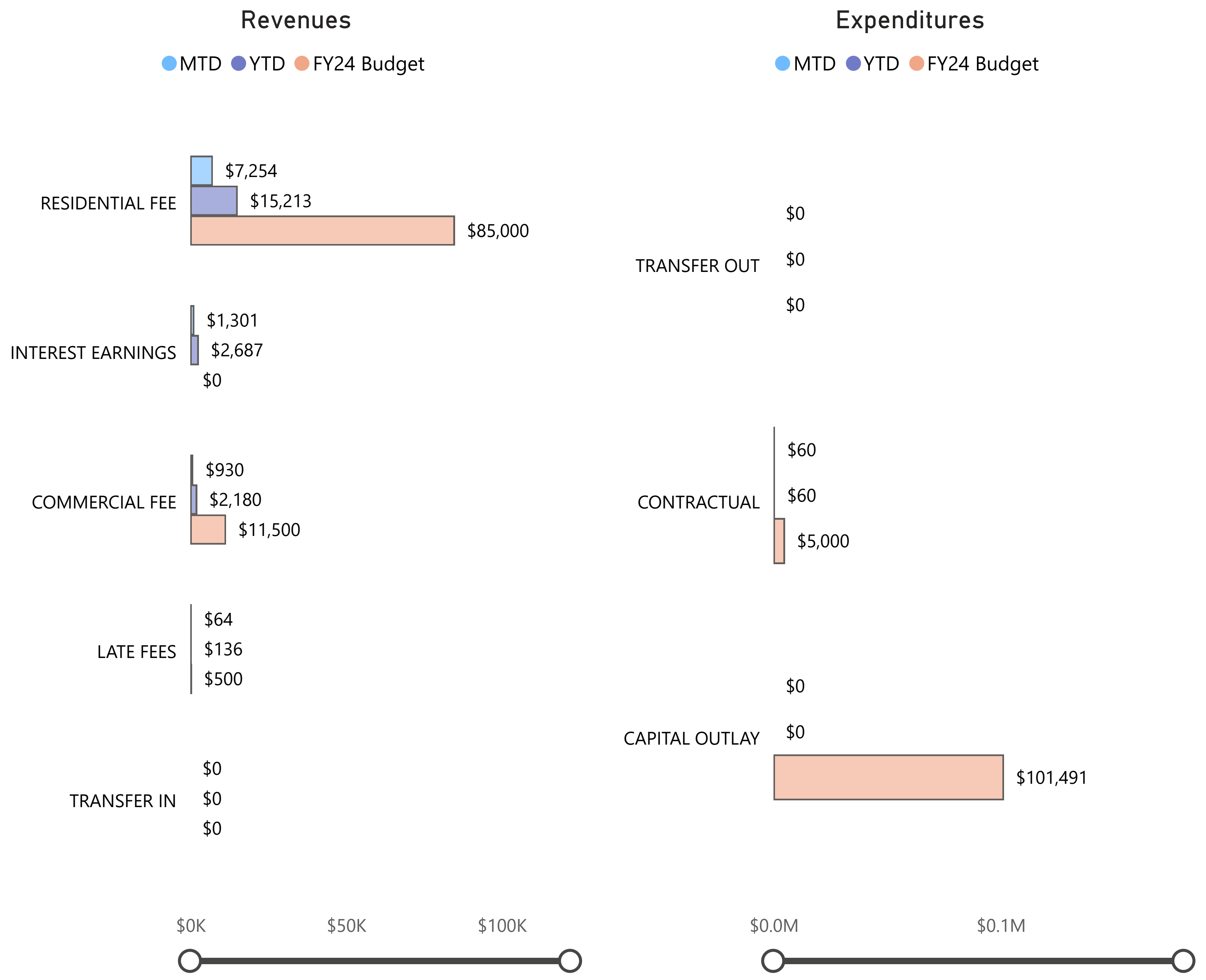
February - 2024 Monthly Finance Report - Land Bank Fund



February - 2024 Monthly Finance Report - Solid Waste Fund



February - 2024 Monthly Finance Report - Stormwater Fund



| FUND ▲ | YTD | FY24 Budget |
|-----------------------|-------------|--------------|
| BOND & INTEREST | \$1,247,339 | \$3,662,226 |
| DELINQUENT SPECIALS | \$75,857 | \$50,000 |
| INTEREST EARNINGS | \$1,749 | \$20,000 |
| SPECIAL ASSESSMENTS | \$1,169,734 | \$2,293,475 |
| TRANSFERS IN | \$0 | \$1,298,751 |
| GENERAL | \$3,049,490 | \$8,805,313 |
| FINES & FEES | \$26,288 | \$155,800 |
| FRANCHISE FEES | \$107,965 | \$924,699 |
| GRANTS | \$55,334 | \$71,232 |
| MISC. | \$23,932 | \$127,000 |
| PERMITS & LICENSES | \$75,146 | \$624,334 |
| POOL | \$0 | \$37,500 |
| RECREATION | \$23,692 | \$77,000 |
| TAXES | \$2,737,134 | \$6,787,748 |
| LAND BANK | \$71,276 | \$125,000 |
| COMMERCIAL LOT SALES | \$0 | \$0 |
| INTEREST EARNINGS | \$71,276 | \$125,000 |
| MISC. | \$0 | \$0 |
| RESIDENTIAL LOT SALES | \$0 | \$0 |
| TRANSFER IN | \$0 | \$0 |
| SEWER | \$593,138 | \$3,124,688 |
| CHARGES FOR SERVICE | \$593,138 | \$3,124,688 |
| SOLID WASTE | \$122,120 | \$660,000 |
| CHARGES FOR SERVICE | \$122,120 | \$660,000 |
| TRANSFER IN | \$0 | \$0 |
| SPECIAL STREETS & HWY | \$58,840 | \$1,518,500 |
| TAXES | \$58,840 | \$323,500 |
| TRANSFERS | \$0 | \$1,195,000 |
| STORMWATER | \$20,215 | \$97,000 |
| COMMERCIAL FEE | \$2,180 | \$11,500 |
| INTEREST EARNINGS | \$2,687 | \$0 |
| LATE FEES | \$136 | \$500 |
| RESIDENTIAL FEE | \$15,213 | \$85,000 |
| TRANSFER IN | \$0 | \$0 |
| WATER | \$536,112 | \$3,792,777 |
| CHARGES FOR SERVICE | \$536,112 | \$3,792,777 |
| Total | \$5,698,532 | \$21,785,504 |

| FUND ▲ | YTD | FY24 Budget |
|-----------------------|-------------|--------------|
| BOND & INTEREST | \$0 | \$3,736,830 |
| INTEREST | \$0 | \$1,321,830 |
| PRINCIPAL | \$0 | \$2,415,000 |
| GENERAL | \$844,986 | \$9,004,569 |
| CAPITAL OUTLAY | \$1,545 | \$230,000 |
| COMMODITIES | \$77,909 | \$525,250 |
| CONTRACTUAL | \$102,979 | \$698,178 |
| PERSONNEL | \$662,553 | \$3,786,067 |
| TRANSFERS | \$0 | \$3,765,074 |
| LAND BANK | \$0 | \$5,000 |
| CONTRACTUAL | \$0 | \$0 |
| SPECIAL ASSESSMENTS | \$0 | \$5,000 |
| SEWER | \$370,316 | \$4,710,823 |
| CAPITAL OUTLAY | \$0 | \$0 |
| COMMODITIES | \$24,353 | \$441,700 |
| CONTRACTUAL | \$237,536 | \$1,693,781 |
| DEBT SERVICE | \$15,845 | \$31,689 |
| PERSONNEL | \$92,583 | \$449,664 |
| TRANSFERS | \$0 | \$2,093,989 |
| SOLID WASTE | \$89,248 | \$835,000 |
| ADMIN FEES | \$0 | \$35,000 |
| CONTRACTUAL | \$89,248 | \$600,000 |
| TRANSFER OUT | \$0 | \$200,000 |
| SPECIAL STREETS & HWY | \$64,905 | \$1,487,259 |
| CAPITAL OUTLAY | \$0 | \$1,100,000 |
| COMMODITIES | \$25,510 | \$149,700 |
| CONTRACTUAL | \$18,114 | \$129,914 |
| PERSONNEL | \$21,282 | \$107,645 |
| STORMWATER | \$60 | \$106,491 |
| CAPITAL OUTLAY | \$0 | \$101,491 |
| CONTRACTUAL | \$60 | \$5,000 |
| TRANSFER OUT | \$0 | \$0 |
| WATER | \$432,825 | \$4,356,812 |
| CAPITAL OUTLAY | \$8,064 | \$0 |
| COMMODITIES | \$322,870 | \$2,647,947 |
| CONTRACTUAL | \$27,386 | \$400,830 |
| DEBT SERVICE | \$25,857 | \$51,715 |
| PERSONNEL | \$48,648 | \$425,179 |
| TRANSFERS | \$0 | \$831,141 |
| Total | \$1,802,340 | \$24,242,784 |

STAFF REPORT

DATE: March 12, 2024,
TO: Ty Lasher, City Manager & Bel Aire Governing Body
FROM: Brian Hayes, Recreation Director
RE: February Activities

Recreation

- 102 youth completed their basketball season on February 17.
- 16 teams of 181 youth ages 4-11 began the Indoor Soccer season on February 19th. Games run through April 6th.
- Tippi Toes Dance continued with 6 participants, which is down from the last session.
- February Pickleball participation was down slightly with 269 compared to 297 participants last month.
- Taekwondo participation was up with 23 compared to 15 in January.
- Exercise classes were steady with 26 participants.
- Drop-in use was steady with 504 compared to 510 in January.
- Upcoming Rec programs include Schools Out Camp, Baseball/Softball, Spring Festival, Happy Feet & TGA Golf.

Seniors

- 795 seniors participated in cards, line & folk dance, book club, exercise, sewing, walking, educational, & special activities compared to 748 in November.
- February programs included Presidents and Valentines Day events, several crafts, and a presentation on Caregiving. 2 special activities and 5 educational sessions were offered.
- The Senior Planning committee met on Feb.12th. This committee meets twice a year and suggests programs ideas for the year.
- Upcoming Senior activities include a Dinner with live music, an outing, Easter Basket craft, Tai Chi, as well as the many ongoing baseline programs, games, presentations, and communications.

Swimming Pool

- Replastering of the pool is planned to begin on March 13th by Mid-West Plastering per city council approval.
- The replacement pump and 4 valves will be installed by our local pool company in conjunction with the replastering project. The pool will have to be circulated and chemically treated after the plaster cures in order prevent algae growth prior to the Memorial weekend opening. Due to staffing they will be unable to plug the pool light niches so we are working with Mid-West Plastering to get this done.
- We will be hiring a few new part-time lifeguards due to attrition. The Manager and 5 returning guards are confir

MANAGERS REPORT

DATE: March 14, 2024
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: March 19, 2024 Agenda



Consent Agenda (Item VI)

The Consent Agenda contains only the Minutes of the March 5, 2024 City Council meeting.

Appropriations Ordinance (Item VII)

This appropriations ordinance encompasses 02/24/24 through 03/11/2024 expenses and one payroll cycle. Expenditure amounted to \$471,383.25. Of the reported expenses, \$63,469.21 are infrastructure costs for new developments. These costs are paid through special assessments.

City Requested Appearances: City Manager Ty Lasher (Item VIII)

The Mayor would like to recognize myself for service to the City. Following a presentation by the Mayor, there will be a short recess with light refreshments available in the lobby.

Letter of Intent and Notice of Public Hearing for IRB Issue (Item A-B)

The City of Bel Aire was contacted by Walton's Inc., indicating their interest in expanding operations by constructing a new facility within our Sunflower Commerce Park. Walton's Inc. is a leading provider of supplies and equipment to commercial and home-based meat processors across North America. Walton's Inc. currently employs 60 workers and has outgrown its existing 60,000 square foot facility in Wichita. As part of their expansion plans, they intend to build a new 100,000 square foot facility, with an additional 50,000 square feet earmarked for future growth.

The proposed investment from Walton's Inc. into our community stands at \$12,000,000 for the construction of this new facility. Walton's has submitted an Industrial Revenue Bond (IRB) application to secure property tax abatement and sales tax exemptions, thereby reducing the financial burden associated with their expansion endeavors. Walton's and City Staff have agreed to the recommended abatement scale outlined in our IRB Policy, which spans over a period of 10 years, gradually reducing the abatement percentage annually.

Additionally, Walton's Inc. has agreed to the 1% origination fee as stipulated by our IRB Policy, with a request to spread this fee over a 5-year period, a request deemed reasonable by our staff, which has been included in the Letter of Intent (LOI) for your consideration.

As part of the IRB process, a cost-benefit analysis has been conducted to assess the potential impact of Walton's Inc.'s expansion. The study, conducted by the Wichita State University Center for Economic Development and Business Research, indicates a favorable 1.74 cost-benefit ratio. A ratio exceeding 1.00 signifies that public benefits outweigh public costs during the evaluated period. Furthermore, Walton's Inc. anticipates hiring 10 new employees within the first five years following the expansion.

Given the positive findings and the potential benefits to our community, staff recommends approving the Letter of Intent provided in your packet and setting a public hearing at the April 2, 2024, City Council Meeting to further discuss and consider Walton's Inc.'s proposal.

Change Order for Pool Repairs (Item C)

Last fall, the Council discussed options for the Central Park Community pool at a workshop. The pool sits in a location with a high-water table that has caused issues in the past. After considering options and costs, consensus was to replaster the pool and repair any cracks. It was understood that if the pool were to be opened for the 2024 season, repairs would need to be completed in spring 2024. Quotes were received and Council accepted the quote from the low bidder, Mid-West Plastering, LLC at a cost of \$47,200. This week, as soon as the weather allowed, Mid-West Plastering went to work on the repairs. Unfortunately, the condition of the existing plaster was much worse than anticipated. This will require more of the existing plaster to be removed, resulting in a higher overall cost for the project. Mid-West Plastering is requesting a change-order for \$19,740.00. Staff recommend accepting the change-order so that the pool can be made operational before summer. Staff will be at the meeting to answer any questions.

Agreement for Geotechnical Study, Woodlawn (Item D)

All of the geotechnical work performed so far on Woodlawn has been for forensic purposes – figuring out what went wrong. Now that we know that, additional geotechnical information is needed to design a solution for the failing roadway. Data regarding the elevation and movement of the subsurface water is needed, along with soil property data. The design solution will likely include an underdrainage system and subgrade stabilization as recommended in KDOT's February 6, 2024 Pavement Failure Investigation Memo.

Staff reached out to PEC for a proposal to provide geotechnical engineering and investigation services for Woodlawn. Staff met with representatives from both PEC and

KDOT on Monday, March 11th to walk the site. PEC's original quote for geotechnical services along with their additional recommendations based up on the March 11th site visit are included in Anne's report in your packet. Here are some of the key points of work identified:

- During installation of the monitoring wells, PEC will collect soil samples for analysis. PEC originally thought that 6 monitoring wells would be sufficient to collect the information needed (4 on the closed lane, one on the southbound lane, north of the tracks and one south of the tracks). During our on-site visit, it was decided to put in two additional monitoring wells north of the tracks on the west side of the roadway, to help determine the elevation and movement of the subsurface water.
- When walking the area south of the tracks, pavement distress that is inconsistent with one year old paving was noted. Because of this, it was determined that additional borings with 24-hour water level observations should be obtained from the pavement south of the tracks to ensure that any design or rework is going to fix the problems and provide a 20+ year roadway.
- One monitoring well will be installed south of the tracks for a longer water level observation. Additional monitoring wells were not suggested because it was desired to get pavement borings and the monitoring wells will stick up out of the ground, requiring lane closures.

PEC's quote for this work is \$19,000. The cost will be included in the bonds for the project and paid for out of the general fund. Staff recommends Council accept the quote from PEC.

Agreement for Construction Staking Services, 53rd Street (Item E)

Several years ago, Garver was selected to provide design services for 53rd Street and they have been working with City staff on the project since then. At the March 5th Council meeting, the contract for Construction Inspection was awarded to Garver, financing was arranged through the bond process, and the contractor was selected (Kansas Paving). To ensure design accuracy, the City requested that Garver provide a proposal for construction staking services. The proposal in your packet includes construction staking and construction support (answering questions during the construction process). This is a not-to-exceed contract, and the City will not be billed for services that are not used. The total fee for construction staking and construction support services is \$70,100.00. The cost of these services will be financed through the general obligation bond for the project. Staff recommends that the Council accept Garver's proposal for construction staking and construction support services.

Construction Inspection Agreement with TranSystems, 53rd Street (Item F)

On March 5th, Council approved the proposal from TranSystems for Construction Inspection. Now the agreement comes before Council for consideration. City Attorney Maria Schrock will be available for questions.

Amendment to Employment Agreement (Item G)

Our City Attorney, Maria Schrock, came on board with the City about a year ago. Since that time, as the City grows and develops, the City Attorney's workload and the City's needs for legal representation have changed. Maria requested a mid-year evaluation with City Council to provide an update regarding accomplishments, goals, and workload and to gather feedback regarding role expectations, work projects, and work schedule. In lieu of the city attorney's COLA or potential performance bonus in June 2024 (12-month anniversary date), this agreement includes a compensation increase of \$10,000 which is retroactive to 01/01/24. Maria will be at the meeting to answer any questions.

Executive Session (Item XII)

Will need 1 executive session.